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8. You understand that DCC is based in the city of Carlsbad, California, and that the formation, construction and interpretation of these Terms of Use and the relationship between DCC and you shall be controlled by the laws of California without reference to California's conflict of law principles. You and DCC agree to submit to the personal and exclusive jurisdiction and venue of the state and federal courts located within the county of San Diego, California. DCC's failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use or the application of such provision to any person or circumstance shall be held invalid, the remainder of these Terms of Use or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

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11. DCC is a service provider under the Digital Millennium Copyright Act ("DMCA") (<http://lcweb.loc.gov/copyright/legislation/hr2281.pdf>) and complies with its provisions. DCC's designated agent is:

Chief Operating Officer
DomainCostClub.com
701 Palomar Airport Rd, Suite 300
Carlsbad, CA 92011
760-602-3050
E-mail support@domaincostclub.com

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13. Procedure for Reporting Copyright and Other Intellectual Property Infringements.

(a) Effective Notice: To be effective, a notification of claimed infringement must be a written communication provided to DCC's designated agent and must include substantially the following: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work or other intellectual property claimed to have been infringed, or, if multiple copyrighted works or multiple other items of intellectual property at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright or other intellectual property owner, its agent(s), or the law; and (vi) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright or other intellectual property infringement has been wrongly filed against you, the DMCA permits you to send Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details.

(b) What We Will Do. Once the required information is received we will: (i) remove or block access to the infringing material; (ii) notify DCC's customer of DCC's action; and (iii) if DCC's customer sends us a counter-notification as provided for in the DMCA: (A) send a copy of the counter-notification to the person making the claim; and (B) inform the person making the claim that we will replace the blocked or removed material in ten business days, unless the person making the claim notifies us that such person has filed an action seeking a court order to restrain the customer from engaging in the infringing activity relating to the material on DCC's system or network.

14. Legal Notices. Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information: (a) Our Contact Information. DomainCostClub.com, 701 Palomar Airport Rd, Suite 300 Carlsbad, CA 92011, (760) 602-3050; (b) Pricing Information. Current rates for our Services may be obtained by calling our Customer Support Team at 760-602-3050. We reserve the right to change fees, surcharges, monthly or other periodic fees or to institute new fees at any time as provided in this Agreement. (c) Complaints. The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

[Revised July 24, 2014]