

Warranty, Indemnification, and Legal Disclaimer

ACCEPTANCE OF TERMS

Users/registrants of Constellix Service or DNS registration through Constellix accept the terms of this Disclaimer. Constellix reserves the right to modify this Disclaimer at any time without notification to the user.

RIGHT TO DENY OR ACCEPT USERS/REGISTRANTS

Constellix reserves the right to accept or deny any individual or group registration of Constellix service without explanation or cause. Constellix reserves the right to accept or deny any individual or group the use of Constellix services if there is a chance that their actions may negatively impact other Constellix users. Constellix does not need to provide proof or reason of such denial of services to the group or organization.

WARRANTY: CONSTELLIX IS PROVIDED “AS IS” WITHOUT

WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Constellix is a DNS service provided by TIGGEE LLC. All individuals associated with Tiggee LLC and all contributors to the Constellix service do not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed on this website as well as websites registered with Constellix.

WITHOUT LIMITATION, Constellix does not warrant or review the accuracy of any DNS or other information related to the Constellix service or website.

WITHOUT LIMITATION, Constellix does not warrant any merchandise, opinions, or actions which are represented on Constellix, link(s), button(s), or banner(s).

WITHOUT LIMITATION, Constellix does not warrant any merchandise, opinions, or actions which are represented by users/registrants of Constellix's service, web site, link(s), button(s), or banner(s).

ALL SALES FOR SERVICES/MERCHANDISE ARE FINAL

Constellix / Tiggee LLC will not issue a refund of any kind. Once you have posted your transaction you have agreed to pay for the services / merchandise offered and accept the services / merchandise as is.

INDEMNITY AND DISCLAIMER OF LIABILITY

You agree that access to and use of Constellix is at your own risk and neither Constellix, nor its principals, nor its vendor domain name Registrars, if any, shall be liable for any claims, liabilities, losses, damages, costs or expenses of any kind arising from or related to either your use of Constellix or any action or omission of Constellix in providing the Constellix service including but not limited to, your access to Constellix's services, vendor domain name Registrars, if any, through Constellix's web site text, link(s), button(s) or banner(s). You further agree to indemnify and hold Constellix and its

principals harmless from and with respect to any and all claims, liabilities, losses, damages, costs and expenses, joint or several, under statute, common law or otherwise, arising out of, based upon or in connection with access, use, inability to use or misuse of the Service.

If Constellix is sued or threatened with a lawsuit from a third party because of your use of our services, ACCOUNT agrees to reimburse Constellix for our costs to satisfy a judgment or settle a lawsuit. ACCOUNT is also liable to pay Constellix attorney fees and any and all costs associated with a lawsuit arising from your use of the service.

Users/registrants of Constellix must indemnify Constellix of any and all liability for claims made against the zones for which the DNS service is providing name service. By using this service, users/registrants are claiming to Constellix that they (1) own the zones that they are registering, (2) use resources that they have the right to use in this manner (for example, IP address space), (3) not using resources that they do not have the right to use, (4) not violate any applicable laws and that if such violations occur, these violations are the sole responsibility of the registrant and not Constellix.

DISPUTE RESOLUTION AND GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the City of Reston, and to the extent such courts have jurisdiction, by the State of Virginia or the United States District Courts located in Fairfax. The parties hereby agree that the appropriate forum for any disputes arising out of this Agreement or the transactions contemplated hereby shall be the city courts of Reston, the state courts of the State of Virginia, and the United States District Courts located in Virginia, and the parties hereby irrevocably consent to the exclusive and personal jurisdiction of such courts. All legal costs and costs for time lost (amount to be determined by Constellix) will be assumed by party claiming dispute with Constellix.

ACCEPTANCE OF TERMS

I have fully read and understand the terms of this Disclaimer. I have read, understood, and accepted the Terms of Service. All users must fully accept the terms of this Disclaimer agreed to by creating an account with Constellix.