

Oasis Concepts, Inc. Terms of Use

Domain Name Registration

Customer agrees to pay Oasis prior to the effectiveness of the desired domain name registration, the then-current amounts set forth in the Oasis price schedule for the initial registration of the domain name and, should Customer choose to renew the registration, subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if Customer's domain name registration is suspended, cancelled or transferred prior to the end of Customer's then current registration term. Oasis reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed Customer's registration in an email from Oasis to the email address indicated in Customer's registration application. In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by Oasis) in connection with the payments of the registration fee for Customer's domain name registration, Customer agrees and acknowledges that the domain name registration shall be transferred to Oasis as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. Oasis will reinstate Customer's domain name registration solely at Oasis's discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee.

Lawful Purpose

Oasis reserves the right to refuse service to anyone. Customers may only use Oasis server and services for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of Oasis management. Regardless of the place of signing this agreement, the client agrees that for purposes of venue this contract was entered into in San Diego County, California, and any dispute will be litigated or arbitrated in San Diego County, California. Defendants further waive all objections to venue and acknowledge that venue in any such litigation will be held in San Diego County courts. IN NO EVENT SHALL OASIS'S MAXIMUM LIABILITY EXCEED FIVE HUNDRED (\$500.00) DOLLARS.

Indemnification

CUSTOMER AGREES THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD OASIS CONCEPTS, Inc. HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST OASIS, ITS AGENTS, ITS CUSTOMERS, OFFICERS AND EMPLOYEES, THAT MAY ARISE OR RESULT FROM ANY SERVICE PROVIDED OR PERFORMED OR AGREED TO BE PERFORMED OR ANY PRODUCT SOLD BY CUSTOMER, IT'S AGENTS, EMPLOYEES OR ASSIGNS. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS OASIS AGAINST LIABILITIES ARISING OUT OF; (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH OASIS'S SERVER; (2) ANY MATERIAL SUPPLIED BY CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY; (3) COPYRIGHT INFRINGEMENT AND (4) ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM OASIS'S SERVER.

Disclaimer

OASIS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. OASIS MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. OASIS DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY OASIS AND ITS EMPLOYEES. OASIS RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME.