

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
File No. 3-16267

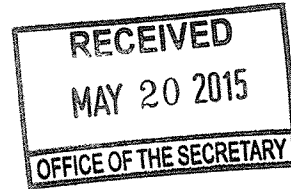
In the Matter of

PANKAJ KUMAR SRIVASTAVA

and

NATARAJ KAVURI,

Respondents.



MEMORANDUM IN SUPPORT OF THE DIVISION OF ENFORCEMENT'S
MOTION FOR SUMMARY DISPOSITION

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The Division of Enforcement (“Division”) respectfully submits this memorandum in support of its Motion for Summary Disposition (“Mot.”).

I. INTRODUCTION

This is an enforcement proceeding against the perpetrators of a classic securities fraud with a modern-day twist: an online offer for investors to enter a fictitious, high-yield investment program. Through a U.S.-registered website at www.profitparadise.com (the “Website”), Respondents Pankaj Srivastava (“Srivastava”) and Nataraj Kavuri (“Kavuri”) invited visitors to the Website to deposit funds, supposedly to be pooled with other investors’ funds, to make “huge profits” in foreign currency (forex), stock, and commodity trading through a “team of qualified professionals with several years of experience in investment portfolio management.” The Website and various social media postings that directed investors to the site, including a Facebook page and a YouTube video, “guaranteed” profits at “minimal” risk and promised investors returns of massive, indeed impossible, proportions – returns of 1.5% to 2% *every day*. Such profits far exceeded any profits that could ever be yielded by a legitimate investment, much less a “safe” investment, and were not only impossible but, at a minimum, extremely reckless to offer. Moreover, the supposed mechanism for earning those returns – the team of “qualified professionals” – never in fact existed. In short, the offer was illegitimate and false at every level.

Summary disposition is warranted in this matter because there is no genuine issue with regard to any material facts that establish that the Respondents participated in a fraudulent offer violating Sections 17(a)(1) and (3) of the Securities Act of 1933 (“Securities Act”). The content and fictitious nature of the offers made to investors on the Profit Paradise Website and through social media pages are incontrovertible. Additionally, Respondents admit their knowledge of the content and admit their role in developing and publishing the Website and related social media.

II. STANDARD OF REVIEW

Rule 250 of the Commission's Rules of Practice permits (with leave) the filing of a motion "for summary disposition of any or all allegations of the order instituting proceedings." 17 C.F.R. § 201.250(a). The Rule provides that a hearing officer may grant the motion if there is no genuine issue with regard to any material fact and the moving party is entitled to relief as a matter of law. *Id.* § 201.250(b).

Proof of relevant facts may be offered either by admission, stipulation, affidavit, or official notice pursuant to Rule 323. *Id.* § 201.250(a). And once the Division has carried its initial burden, a respondent, to survive the motion, "must do more than 'simply show that there is some metaphysical doubt as to the material facts.'" *Gary M. Kornman*, Exchange Act Rel. No. 59403, 2009 SEC LEXIS 367, at *21 n.24 (Feb. 13, 2009) (citation omitted). A respondent may not, for example, rest upon mere allegations or denials. Instead, he "must set forth specific facts showing a genuine issue for a hearing." *Jeffrey L. Gibson*, Exchange Act Rel. No. 57266, 2008 SEC LEXIS 236, at *22 n.26 (Feb. 4, 2008). "By analogy to Rule 56 of the Federal Rules of Civil Procedures, a factual dispute between the parties will not defeat a motion for summary disposition unless it is both genuine and material." *Edward Becker*, Initial Decision Rel. No. 252, 2004 SEC LEXIS 1135, at *5 (June 3, 2004).

III. STATEMENT OF FACTS

The following facts are not subject to dispute; they are either incontrovertible or are admitted through Respondents' answers to the Order Instituting Proceedings ("OIP").

A. Srivastava and Kavuri Created Profits Paradise

Srivastava admits that he created the purported online investment business Profits Paradise, and solicited Kavuri to help him. (Srivastava Ans. ¶¶ 3, 8) Srivastava further admits that he and Kavuri, as software engineers, were not investment experts and did not know how to

run an investment business. (Srivastava Ans. ¶¶ 5) Srivastava also admits that he and Kavuri were not sure their online investment business was legitimate. (Srivastava Ans. ¶¶ 5)

Srivastava admits, and the investigative evidence shows, that he hired a company that provides web design and other services (hereafter, the “web designer”) to register the Website’s domain name, develop the Website, and host it on the Internet. (Srivastava Ans. ¶¶ 8; *see also* Exhibit 1 accompanying this memorandum, Declaration of Carolyn E. Kurr, hereafter “Kurr Decl.,” at ¶¶ 2-4 and Attachments A-C) Srivastava gave the web designer a detailed explanation of the concept of Profits Paradise. (Kurr Decl. at ¶¶ 3 and Attachment B)

As instructed by Srivastava, on or about February 2, 2013, the web designer registered the domain name www.profitsparadise.com through GoDaddy.com, LLC. (Kurr Decl. at ¶¶ 2 and 5 and Attachments A and D; Exhibit 2 accompanying this memorandum, Declaration of Professor James E. Byrne, hereafter “Byrne Decl.,” Exhibit A at BYRNE_REPORT-00103-104) To register a domain name, registrants must provide their full name, postal address, email address, telephone number, and fax number (if available) for publicly searchable “whois” purposes, and certify that they have provided accurate and reliable contact details. (Kurr Decl. at ¶¶ 6 and Attachment E at 7-8). The following identifying information was posted under the publicly searchable “whois” information for Profits Paradise’s Website:

Registrant Name	Registrant Address	Registrant Telephone Number	Registrant Email
Jane Roe	[REDACTED]	[REDACTED]	[REDACTED]

(Kurr Decl. at ¶¶ 5 and Attachment D, Byrne Decl. Exhibit A at BYRNE_REPORT-00103-104) Jane Roe is a fictitious name commonly used as a pseudonym for an anonymous woman in legal actions, and there is no connection between Profits Paradise and the dwelling at 300 Boylston

Ave E., in Seattle, Washington, or its residents. (*See, e.g., Roe v. Wade*, 410 U.S. 113 (1973)). *See also* Kurr Decl. at ¶¶ 7-8 and Attachment F) The telephone number provided to GoDaddy is a toll-free number for a conference call center that is unrelated to Profits Paradise, and the Internet Protocol (“IP”) addresses from which janeroe032@gmail.com was routinely accessed were located in India, not Seattle. (Kurr Decl. at ¶¶ 9-11 and Attachments G-H)

The “whois” database is a searchable list of every single domain currently registered in the world. It is designed to allow members of the public to find out who owns a particular domain name and the registrant’s contact information. (Kurr Decl. ¶¶ 12 and Attachment I). Conducting a “whois” search for the Profits Paradise Website yielded the pseudonym “Jane Roe,” the Seattle address that is unrelated to the Website, and the telephone number for a conference call center that is also unrelated to the Website. (Kurr Decl. at ¶¶ 5 and Attachment D, Byrne Decl. Exhibit A at BYRNE_REPORT-00103-104)

When asking the web designer to register the domain name, Srivastava also asked the web designer to make sure that “in Alexa detail ‘rank in IN’ is not shown. Instead ‘rank in US’ or any other western country is shown.” (Kurr Decl. at ¶¶ 2 and Attachment A) “Alexa” refers to a website (www.alexa.com) that ranks other websites, by country, based on the amount of Internet traffic directed to the website.

Srivastava and Kavuri admit using alternate email addresses and aliases when communicating about the Profits Paradise business. (Srivastava Ans. ¶¶ 10, Kavuri Ans. ¶¶ 6) Once the Profits Paradise domain name was registered, Srivastava began using the fictitious name Paul Allen with the email address unitedforex47@gmail.com. He instructed Kavuri and others to “use this email ID for any further communications” and to “[p]lease use my new email ID.” (Kurr Decl. at ¶¶ 13-14 and Attachments J-K; *see also* Kurr Decl. at ¶¶ 15 and Attachment L, where Srivastava uses his email address pankaj.k.sriv@gmail.com but signs his email from

“Paul”) At Srivastava’s request, Kavuri used the fictitious name Nathan Jones, which was associated with the email address coolblu49@gmail.com. (Kavuri Ans. ¶¶ 6)

Srivastava demonstrated a pattern of seeking to hide his participation in his online business schemes. With respect to his online network marketing businesses www.unitedpaycheck.com (“UPC”) and www.revenuetimes.com, Srivastava and his cohorts expressed concern that a member of the public was able to trace these websites to Mumbai, India. In October 2013, an Italian who had signed up with UPC sent an email complaining, “I am sure that this bunch of people will keep making the companies as they are masters in cheating people.... the main frauds are based in India and if any one around Mumbai city kindly contact[s] me, I will try to find the IP address and [the] computer location. You can catch them and complain to the police (cyber crime).” (Kurr Decl. at ¶¶ 15 and Attachment L) Srivastava forwarded the complaint to his cohorts, stating “We need a concall, as the risk is increasing I am bit anxious to be honest [sic].” (Kurr Decl. at ¶¶ 15 and Attachment L) One individual replied, “We need to understand how someone can trace our IP address to this level,” and Srivastava responded, “I am [a] little worried about it... please solve this once [and] for all. No laxity here please.” (Kurr Decl. at ¶¶ 15 and Attachment L)

By late February 2013, online payment processor accounts were opened to receive investor funds.¹ Srivastava admits that “three accounts in payment processors” were created. (Srivastava Ans. ¶¶ 10) On February 23, 2013, Srivastava provided the web designer with the account numbers, and related information, for three Profits Paradise accounts at the payment processor Liberty Reserve. (Kurr Decl. at ¶¶ 16 and Attachment M) On April 1, 2013, Kavuri directed the web designer to integrate the payment processor links into the Profits Paradise

¹ Online payment processors, the most common of which is PayPal, are e-commerce businesses that facilitate money transfers through the Internet. PayPal, for example, “typically acts as an intermediary that accepts funds from a buyer and deposits these funds into the account of the seller, subtracting any applicable service charges.” *Oppenheim v. I.C. Sys., Inc.*, 627 F.3d 833, 835 (11th Cir. 2010).

Website. (Kurr Decl. at ¶¶ 17 and Attachment N) Srivastava provided the web designer with information concerning a Profits Paradise account at another payment processor, Perfect Money, on May 21, 2013. (Kurr Decl. at ¶¶ 18 and Attachment O) Later that day, Srivastava provided the web designer with details for “Profits Paradise Testing accounts” at Perfect Money, Liberty Reserve, and another third-party, online payment processor, Egopay.² In addition to providing the account information to the web designer, Srivastava indicated: “I have transferred 20\$ [sic] to each account.” (Kurr Decl. at ¶¶ 21 and Attachment R)

Srivastava and Kavuri both admit that they were responsible for creating the Website. (Srivastava Ans. ¶¶ 4; Kavuri Ans. ¶¶ 2) Kavuri admits that he provided consultant services for the purpose of developing the Website. He claims that he “rendered technical assistance” for the Website. (Kavuri Ans. ¶¶ 2, 7) Contemporaneous emails show, furthermore, that both Srivastava and Kavuri were aware of the content of the Website, including its outrageous promised returns. On February 3, 2013, Kavuri sent Srivastava the first page of the Website. (Kurr Decl. at ¶¶ 22 and Attachment S) Over the next two months, Kavuri sent content for the Website to both Srivastava and the web designer, including a version of the Website that he sent on March 1, 2013, and an email that he sent later that day with “Plan details.” (Kurr Decl. at ¶¶ 23-24 and Attachments T-U) In his email, the three “Plan details” promised the following: daily returns of 1.5% on an investment of \$10-\$750 (for a total return on investment of 180%); daily returns of 1.75% on an investment of \$750-\$3,500 (for a total return on investment of 210%); and daily returns of 2% on an investment of \$3,500 and above (for a total return on investment of

² Costa Rica-based payment processor Liberty Reserve was shut down in May 2013 after it and seven of its principals were charged with laundering \$6 billion in suspected crime proceeds. It also was named a “financial institution of primary money laundering concern” under Section 311 of the USA PATRIOT Act. Jack Cloherty, ABC News, “*Black Market Bank*” *Accused of Laundering \$6B in Criminal Proceeds*, May 28, 2013. The Securities and Futures Commission of Hong Kong informed the Division that it was unable to locate payment processor Perfect Money, despite the fact that Perfect Money’s website provides a Hong Kong address under its contact information. (Kurr Decl. at ¶¶ 19-20 and Attachments P, Q)

240%) (hereinafter the “Plan Details”). (Kurr Decl. at ¶¶ 24 and Attachment U) Kavuri directed the web designer to “[u]se the numbers accordingly” and also wrote: “And compounding as we discussed earlier. Please call me if you need any clarification.” (Kurr Decl. at ¶¶ 24 and Attachment U)

On March 1, 2013, under the subject line “About Profit [P]aradise business,” Srivastava circulated introductory language for the Website that he and Kavuri had received earlier that day from an individual assisting them:

Profits Paradise is an investment management company that deals in multiple financial sectors. The current economic instability in the world makes it imperative to look for stable sources of income that provide guaranteed profits on your investment. Here’s where we come in.

It is a known fact that massive profits require massive investment capital which is out of the reach of the average small investor. Not anymore. We at Profits Paradise allow investors to join in with small amounts which are pooled together to make huge profits in forex, stocks, and commodities trading. Whether you are an individual or a group, with small, medium or large investment budgets, we have something just for you.

Our dedicated staff works round the clock to tap the best financial deals across the globe. Your money is handled by a team of qualified professionals with several years of experience in investment portfolio management. Our unique trading strategy, extensive marketing research, and industry know-how guarantee profits with minimal risk so that you can relax and reap the benefits of our financial expertise. (Kurr Decl. at ¶¶ 25-26 and Attachments V-W)

Kavuri incorporated this language into the Profits Paradise Website and, on March 10, 2013, emailed it to Srivastava. (Kurr Decl. at ¶¶ 27 and Attachment X at SEC-ThakurA-E-0001301) This version of the Website included the Plan Details describing the three investment plans and their respective *daily* returns of 1.5%, 1.75% and 2%. (Kurr Decl. at ¶¶ 27 and Attachment X at *1308, *1376) The Website developed by Kavuri and Srivastava also explained how to open an account with Profits Paradise, and how to fund the account by depositing funds with a payment processor. (Kurr Decl. at ¶¶ 27 and Attachment X at *1321)

Kavuri and Srivastava's Website also offered "handsome commissions" for soliciting investments in Profits Paradise. (Kurr Decl. at ¶¶ 27 and Attachment X at *1321)

Kavuri also provided various instructions to the web designer as the Website was being developed. For example, on March 13, 2013, Kavuri emailed the web designer: "Could you pls ensure that Integrated version of PP [the Profits Paradise website] is launched on test site immediately. We want to complete final phase of testing and Launch it by this weekend." (Kurr Decl. at ¶¶ 28 and Attachment Y) Srivastava likewise provided instructions to the web designer. (Kurr Decl. at ¶¶ 29 and Attachment Z) During this period, Kavuri and Srivastava continued to work hand in glove on the Website. For example, on March 22, 2013, Srivastava provided Kavuri with a critique of content Kavuri added to the Website. (Kurr Decl. at ¶¶ 30 and Attachment AA) And at Kavuri's request, Srivastava agreed to provide him with a "Mission and Vision" paragraph for the Website. (Kurr Decl. at ¶¶ 30 and Attachment AA)

Srivastava admits that the Website was started in or around April 2013, was fully functional from April 2013 through June 2013, and remained online until February 2, 2014. (Srivastava Ans. ¶¶ 4, 13)

The published version of the Profits Paradise Website contained the description that Srivastava circulated in early March 2013, including the representation that "[w]e at Profits Paradise allow investors to join in with small amounts which are pooled together to make huge profits in forex, stocks, and commodity trading." (Kurr Decl. at ¶¶ 26 and Attachment W, Byrne Decl. Exhibit A at BYRNE_REPORT-00019) The Website also described the three investment plans that Profits Paradise was offering:

Investment Plans

Profits Paradise offers the following three investment plans.

Each plan has a term of **120 business days**.

Profits are returned daily to your ProfitsParadise account.

Plans for you

Plan-1

- Amount: \$10-\$749
- Daily Interest: 1.5%
- Principal: Included
- Compounding: Available
- Minimum ROI: 180%

Plan-2

- Amount: \$750-\$3499
- Daily Interest: 1.75%
- Principal: Included
- Compounding: Available
- Minimum ROI: 210%

Plan-3

- Amount: \$3500 and above
- Daily Interest: 2%
- Principal: Included
- Compounding: Available
- Minimum ROI: 240%

(Byrne Decl. Exhibit A at BYRNE_REPORT-00020) In offering these investments, the Website explained that “[e]ach plan has a term of 120 business days” and that “[p]rofits are returned daily to your ProfitsParadise account.” (Byrne Decl. Exhibit A at BYRNE_REPORT-00020) The Website also explained that “you can compound your deposits in multiples of 10%,” a subject Kavuri had instructed the web designer on. (Byrne Decl. Exhibit A at BYRNE_REPORT-00041, Kurr Decl. at ¶¶ 24 and Exhibit U)

The Website included links to online payment processors through which investors could fund their Profits Paradise accounts, stating “Opening an account with any of the four payment processors is a simple and easy process. Please click on your preferred processor to open on [sic] account and follow the instructions provided to fund them.” (Byrne Decl. Exhibit A at BYRNE_REPORT-00026)

The Website used the “.com” domain name and contained writing in American English, using American spelling and the “\$” sign. (Byrne Decl. at ¶¶ 17 and Exhibit A at BYRNE_REPORT-00019-00049) As explained above, the Website was registered claiming a physical location and point of contact within the United States. By mid-January 2014, the Respondents’ Website had roughly 237 visitors per day from the United States. (Kurr Decl. at ¶¶ 31 and Attachment BB)

Profits Paradise offered investment returns of 180%, 210%, or 240% in 120 business days. According to the Website, an investment of \$3,500 would yield a total return of \$8,400 (240%) in a 120-day period. (Byrne Decl. at ¶¶ 30 and Exhibit A at BYRNE_REPORT-00020) If the same investor reinvested only the principal amount for the second 120-day period available in a calendar year, he or she would have earned approximately \$16,800 (480%) annually without taking into account “compounding” that Profits Paradise offered.

The Website advertised that investors could “compound” their deposits “in multiples of 10%.” (Byrne Decl. Exhibit A at BYRNE_REPORT-00041) It did not define the term compounding or otherwise explain its meaning. Instead, the Website contained a “Profits Calculator” that was intended to show investors the returns they could achieve through compounding. (Byrne Decl. Exhibit A at BYRNE_REPORT-00047-49) There, investors could type in two numbers: the dollar amount of their principal investment, and a “compounding %” of anywhere between 10% and 100% (in multiples of 10%). (Byrne Decl. at ¶¶ 30 and Exhibit A at BYRNE_REPORT-00047-49) When the investor clicked the “Calculate” button, the Profits Calculator would display the results of compounding at the selected rate. (Byrne Decl. at ¶¶ and Exhibit A at BYRNE_REPORT-00047-49) According to the Website, compounded at a rate of 10%, an investor’s initial \$3,500 deposit would yield a total return of \$9,483.01 (270.94%) after 120 days; at 50% compounding the same investment would yield USD \$16,102.71 (460.08%)

after 120 days; and at 100% compounding, \$34,178.07 (976.52%) after 120 days. (Byrne Decl. at ¶¶ 30) If an investor reinvested the entire return (\$34,178.07) for a second 120-day period at 100% compounding, then that initial investment of \$3,500 would be worth \$333,753 (9,535.82%) at the end of a single year. (Byrne Decl. at ¶¶ 30)

The Website used the following terms to describe the risk involved in the investment: “guaranteed profits,” “guaranteed profits with minimal risk,” and “stable sources of income.” (Byrne Decl. Exhibit A at BYRNE_REPORT-00049)

Also, the Profits Paradise offering was structured so that under certain conditions investors could never recover their principal investments. The Website set the following limitation on what investors could withdraw from their Profits Paradise accounts: “Minimum withdrawal is \$5. Maximum withdrawal is \$400 per day.” (Byrne Decl. at ¶¶ 55 and Exhibit A at BYRNE_REPORT-00028) As a result, larger money investors who might expect to earn daily interest in excess of \$400 per day would be prevented from ever withdrawing any of their principal. (Byrne Decl. at ¶¶ 55 and Exhibit A at BYRNE_REPORT-00028)

B. Srivastava and Kavuri Marketed Profits Paradise through Social Media Websites

Srivastava and Kavuri also marketed Profits Paradise through social media websites that they or individuals assisting them created. Srivastava admits that he and Kavuri were responsible for Profits Paradise’s social media accounts with Facebook, YouTube and GooglePlus. (Srivastava Ans. ¶¶ 4) Kavuri admits that he created Profits Paradise’s YouTube video at Srivastava’s request. (Kavuri Ans. ¶¶ 6)

On February 25, 2014, Kavuri emailed Srivastava: “And now the other imp. thing is the video creation for PP.” (Kurr Decl. at ¶¶ 32 and Attachment CC) Two weeks later, Kavuri emailed Srivastava a link to a YouTube video. His subject line read: “PP Video – Final Cut.”

(Kurr Decl. at ¶¶ 33 and Attachment DD) A few weeks later, on March 23, Kavuri asked Srivastava to create a YouTube account and upload Kavuri’s Profits Paradise video, which they could then link to the Profits Paradise Website. (Kurr Decl. at ¶¶ 34 and Attachment EE) The published version of the YouTube video outlined the three investment plans and their returns—1.5% daily for Plan A, 1.75% daily for Plan B, and 2% daily for Plan C—and represented that an “experienced professional handles your investment portfolio.” (Byrne Exhibit A at BYRNE_REPORT-00101-102) In March 2013, Srivastava assigned responsibilities for the marketing of Profits Paradise, including a “Facebook campaign,” and marketing through Twitter and GooglePlus. (Kurr Decl. at ¶¶ 35-36 and Attachments FF, GG) In doing so, he announced that Kavuri “will lead the team from the front. With his passion we are sure of success.” (Kurr Decl. at ¶¶ 36 and Attachment GG) The Facebook page—created on or about March 8, 2013—described Profits Paradise as “an investment management company that deals in multiple financial sectors” and advertised the three investment plans that would purportedly yield daily returns of 1.5%, 1.75%, and 2%. (Byrne Decl. Exhibit A at BYRNE_REPORT-00050, 70-71) The Facebook page also advertised Profits Paradise’s “5% Referral Commission.” (Byrne Decl. Exhibit A at BYRNE_REPORT-00050) Other postings on the Facebook page referred to the “[h]igh profits generated by our financial experts” and promised that investors could “Enjoy Hassle Free Income.” (Byrne Decl. Exhibit A at BYRNE_REPORT-00052) Profits Paradise’s Twitter account linked to the Profits Paradise Website, and to the Profits Paradise YouTube video. (Byrne Decl. Exhibit A at BYRNE_REPORT-00080) One of the Tweets stated: “We allow investors to join with small amounts which are pooled together to make huge profits in Forex.” (Byrne Decl. Exhibit A at BYRNE_REPORT-00073) Another Tweet stated: “Profits Paradise offer[s] 3 lucrative plans that offer fixed returns daily.” (Byrne Decl. Exhibit A at BYRNE_REPORT-00076) Yet another stated: “We encourage you to use your referral link and

promotional banner on social media, blog, forum and email to share it with interested parties.” (Byrne Decl. Exhibit A at BYRNE_REPORT-00076) Profits Paradise’s GooglePlus site also promoted investments in Profits Paradise. The GooglePlus site included the following statements, among others: “Our traders tap financial market trends and signals with stringent analysis and portfolio diversification spread over Forex, stocks, and commodity trading to ensure handsome profits for our customers,” and “[w]e at Profits Paradise allow investors to join in with small amounts which are pooled together to make huge profits in forex, stocks and commodity trading.” (Byrne Decl. Exhibit A at BYRNE_REPORT-00090)

Like the Website, Profits Paradise’s YouTube video, Facebook page, and Twitter and GooglePlus sites did not include any truthful identifying information about its owners or management, such as a mailing address, telephone number, or the name of anyone associated with Profits Paradise. (Byrne Decl. at ¶¶ 58 and Exhibit A at BYRNE_REPORT-00019-102)

IV. ARGUMENT

A. The Respondents Are Liable for Violating Section 17(a) of the Securities Act

The OIP charges Respondents with violating Sections 17(a)(1) and 17(a)(3) of the Securities Act, which make it unlawful “in the offer or sale of any securities,” “by the use of any means or instruments of . . . communication in interstate commerce,” “(1) to employ any device, scheme, or artifice to defraud” or “(3) to engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser.” The evidence establishes that Respondents violated both of these provisions.

1. There Is No Genuine Issue of Material Fact Precluding a Finding That Respondents Offered Securities by Jurisdictional Means

Section 2(a)(3) of the Securities Act defines an “offer” to include “every attempt or offer to dispose of, or solicitation of an offer to buy, a security or interest in a security, for value.” *See*

also Pinter v. Dahl, 486 U.S. 622, 643 (1988). “Security,” defined in Section 2(a)(1), includes any “stock,” “investment contract,” or “certificate of interest or participation in any profit-sharing agreement.” As the facts demonstrate, Respondents made an “offer or sale” of “securities” by jurisdictional means.

First, neither the content of the Website (which made an offer) nor the fact that the Respondents are responsible for making the Website can be genuinely disputed.

On content, the Website “offer[ed]” investors “three investment plans” with *daily* returns of 1.5%, 1.75%, and 2%, respectively. The Website explained that investor funds would be pooled, managed by “qualified professionals,” and invested in stocks, commodities and foreign currencies. The Website further provided the means for investors to accept the offer to invest, allowing them to open an account online at the Website and fund that account. Indeed, links on the Website allowed investors to transfer money immediately to accounts for Profits Paradise at at least three online payment processors.

As to who participated in making this offer, Srivastava himself directed registration of the Website. He paid for the Website. And he gave a web designer a detailed explanation of the concept of the Website, while participating in creating the content for the Website. Srivastava also opened accounts at the payment processors and admits overall responsibility for the Website. Kavuri, in turn, admits his involvement in designing and implementing the Website as well. More than that, emails to and from Kavuri with the web designer and to and from Kavuri with Srivastava (plus emails on which Kavuri was copied) demonstrate Kavuri’s role in generating the Website’s content. The content he is responsible for creating includes touting Profit Paradise as an “investment management company” and offering “stable” sources of income, “guaranteed” profits, with “minimal risk,” and describing the supposed team of “qualified professionals” allegedly working to make “huge money” through stocks, foreign

currency and commodities for the Profits Paradise investor. Documents also show that Kavuri directed the integration of the payment processor links for the Website.

Furthermore, other documents evidence that Srivastava and Kavuri worked together to develop the social media campaign that promoted the Website. This included a live Facebook page, a YouTube video, and the marketing of Profits Paradise on Twitter and GooglePlus.

Although Respondents contend that the business of Profits Paradise did not attract any actual investment, domestically there were more than 200 daily visits to the Website. Moreover, this contention (true or not) misconstrues both Section 17(a), which applies to offers “or” sales, and Section 17(a)(3), which applies to schemes that “would operate” as a fraud or deceit. Srivastava admits that he created three payment processor accounts, and that the Website was fully functional from at least April through June 2013, and that it remained online until February 2014. Given these facts, there is no question that Respondents conducted an “offer” of securities, even if they were unsuccessful in obtaining sales in the United States.

Second, it cannot be genuinely disputed that what the Website offered were “securities.” Stocks especially, offered on the site as a means of “guarantee[d] profits with minimal risk,” are widely accepted as securities as a matter of law (indeed, by definition). In addition, the definition of security includes an “investment contract” or “participation in any profit-sharing agreement,” either of which is met by the terms of the offer in this matter. An investment contract, in particular, is defined as any contract, transaction, or scheme involving the (1) investment of money, (2) in a common enterprise, (3) with the expectation of profits derived solely from the efforts of the promoter or third party. *See SEC v. W.J. Howey Co.*, 328 U.S. 293, 298-99 (1946). The Website’s description of the investment plans available to investors made clear that Profits Paradise would pool money and use exclusively the efforts of its staff to invest

that money. Likewise, Professor Byrne, who is accepted by the SEC as an expert in this field,³ has concluded that the offering on the Website is a classic example of a high yield or prime bank investment program. Courts and judges routinely hold such programs to be securities as a matter of law. *E.g.*, *SEC v. Wilde*, 2012 U.S. Dist. LEXIS 183252, at *10 (C.D. Cal. Dec. 17, 2012) (collecting cases); *Anthony Fields, CPA*, Initial Decision Rel. No. 474, 2012 SEC LEXIS 3747, at *33 (Dec. 5, 2012), *aff'd*, Securities Rel. No. 622, 2015 SEC LEXIS 662 (Feb. 20, 2015); *SEC v. Milan Group, Inc.*, 962 F. Supp.2d 182, 199 (D.D.C. 2013), *aff'd in relevant part*, 595 Fed. Appx. 2 (D.C. Cir. 2015); *SEC v. Montana*, 464 F. Supp.2d 772, 782-83 (S.D. Ind. 2006).

Nor it is any defense that the investment program was nonexistent. What determines a security is not the substance behind the offer but rather the representations of the promoter. *See SEC v. Lauer*, 52 F.3d 667 (7th Cir. 1995) (“the representations of the promoter determine whether an interest is an ‘investment contract’ covered by the securities laws”); *Anthony Fields, CPA*, 2012 SEC LEXIS 3747, at *33 (“that the investments being offered do not exist does not remove them from the reach of the antifraud provisions”).

Finally, all of this took place by jurisdictional means. The Internet is one of many means and instruments of communication in interstate commerce, *see American Library Assoc. v. Pataki*, 969 F. Supp. 160, 173 (S.D.N.Y. 1997), and its use in posting a fraudulent offer “is *per se* sufficient to satisfy the interstate jurisdictional element of the securities laws.” *Anthony Fields, CPA*, 2015 SEC LEXIS 662, at *19 (citations omitted). *See also SEC v. GMC Holding Corp.*, No. 6:08-cv-275, 2008 U.S. Dist. LEXIS 115775, at *9 (M.D. Fla. Dec. 23, 2008) (holding that the use of the “[I]nternet ... in connection with the offer or sale of securities ... satisfie[s] the jurisdictional element of a violation of ... section 17(a)”; *SEC v. Phoenix Telecom, LLC*, 239 F. Supp. 2d 1292, 1298 (N.D. Ga. 2000). More than that, in this case

³ *See, e.g.*, *Joseph F. Reese*, Initial Decision Rel. No. 142, 1999 SEC LEXIS 917, at *14 (May 6, 1999).

Respondents also used the tools of a commercial, U.S. website (google.com) and U.S.-based email addresses (gmail) to develop their offer and to communicate on the design, implementation, advertising and posting of their offer. Profits Paradise had no legal existence anywhere, and apparently was nothing but a “.com” website. Yet the Website was registered in the United States through a U.S.-based domain registry company (GoDaddy.com), and the “whois” information supplied with the Website was such that a lookup of the site would indicate it to be held by an individual (Jane Roe) in Seattle, WA. By posting an offer on the Website, that offer was extended to anyone, including anyone in the United States who visited the site, without any disclaimers, limitations or restrictions as to locality. Furthermore, Srivastava and Kavuri created social media and YouTube accounts with U.S.-based companies, Facebook, Twitter and YouTube, and took other steps to create the impression that the Website was an American one, such as indicating an Alexa rank in the United States, and using American English and U.S. dollars on the site. All told, the acts advancing a fraudulent offer by jurisdictional means are plentiful in this case.

2. There Is No Genuine Issue of Fact Precluding a Finding That Respondents Employed a Scheme, Device or Artifice to Defraud and Engaged in a Fraudulent Transaction, Practice or Course of Business

Section 17(a)(1) prohibits the “employ[ment]” of “any device, scheme or artifice to defraud.” It broadly covers (among other things) “all scienter-based, misstatement-related conduct.” *John P. Flannery*, Securities Rel. No. 9689, 2014 SEC LEXIS 4981, at *58 (Dec. 15, 2014). This includes even a single act of “making or drafting” or of “us[ing] a misstatement made by others.” *Id.* at *59, *62. Section 17(a)(3), in turn, premises liability on “engag[ing]” in any “transaction, practice, or course of business which operates or would operate as a fraud.”

This, too, is a broad provision.⁴ Neither provision however is limited or narrowed by the reach of their neighboring provisions. *Id.* at *59-60. Instead, the paragraphs in this subsection “are mutually supporting rather than mutually exclusive.” *Id.* at *60. As the Commission has recently affirmed in a similar case to this case, engaging in online activity that results in a fraudulent offer of nonexistent securities using websites and social media violates both Sections 17(a)(1) and 17(a)(3). *See Anthony Fields, CPA*, 2015 SEC LEXIS 662 (Feb. 20, 2015), *affirming* Initial Decision Rel. No. 474, 2012 SEC LEXIS 3747 (Dec. 5, 2012).

Here, the evidence irrefutably shows that the Respondents’ scheme involved creating the online appearance of an investment management firm that would return high yields to its investors, yet the firm never existed. This is a most fundamental and material misrepresentation. *See Wilde*, 2012 U.S. Dist. LEXIS 183252, at *12-13; *SEC v. Gallard*, Case No. 95 Civ. 3099, 1997 U.S. Dist. LEXIS 19677, at *8 (S.D.N.Y. Dec. 9, 1997) (“having established that the [security] that the defendants purported to sell did not exist, it is but a simple step to conclude that their activities violated the antifraud [provisions of the securities laws]”).

Additionally, even assuming the existence of any “professionals,” the scheme offered investors extraordinary and impossible returns of between 180% and 240% over 120 days, supposedly with “minimal risk” and “guaranteed” results. Offers like this are plainly fraudulent. *See SEC v. George*, 426 F.3d 786, 788 (6th Cir. 2005) (commenting concerning an “investment [that] had all the hallmarks of a ‘free lunch’: the investments would be virtually risk-free and would generate lucrative returns”); *Lauer*, 52 F.3d at 669 (commenting that high-yield securities promising an annual return of 60% were “complete and bare-faced” frauds); *SEC v. Asset Recovery and Management Trust, S.A.*, No. 2:02-cv-1372, 2008 U.S. Dist. LEXIS 89344, at *19

⁴ *See John P. Flannery*, 2014 SEC LEXIS 4981, at *61 n.97, *63 n.99 (noting that Webster’s New International Dictionary (2ed. 1934) defines “transaction” as “[a] business deal; an act involving buying and selling” and “course” in the phrase “course of conduct” to mean “a succession of acts or practices” or “[a] series of motions or acts”).

(M.D. Ala. Nov. 3, 2008) (claiming a combination of huge returns and no risk is “inconceivable on its face”) (citing *SEC v. Deyon*, 977 F. Supp. 510, 517 (D. Me. 1997)). *See also* Byrne Decl. ¶¶ 15, 59-60 (opining that the Website program, as described, was an example of an illegitimate, high-yield investment offer and “patently fictitious”).

Still other misleading aspects of the offer and Website included:

- Creating the false appearance that Profits Paradise was a knowledgeable and experienced firm that offered safe, high-yield investments. (“Our unique trading strategy, extensive market research, and industry know-how guarantee profits with minimal risk so that you can relax and reap the benefits of our financial expertise.”);
- Offering on the Website and in social media postings “huge profits in forex, stocks and commodity trading,” which Respondents admit they had no experience to offer;
- Providing with the registration of the Website the fictitious “whois” information, and failing to provide any mailing address or telephone number or to identify any individual actually behind the Profits Paradise offer; and
- Structuring the alleged investment (at least as described) so that some investors could actually never recover their principal investments.

In all, the Respondents marketed a bogus high-yield securities offering on their Website and via Facebook, Twitter, and GooglePlus for roughly ten months. Links allowed investors to transfer money immediately to accounts for Profits Paradise at at least three payment processors, and the Website was fully functional from at least April 2013 through June 2013, after which it remained online until February 2014. As Professor Byrne has concluded (*see* Byrne Decl.) the offering on the Website and in related social media is not consistent with a legitimate investment but is rather a fraudulent “high-yield investment program.” The Commission and courts have uniformly held that such schemes violate the Securities Act. *See Anthony Fields, CPA*, 2015 SEC LEXIS 662, at *23 & n.23 (citing cases) (finding violations of Sections 17(a)(1) and (3)).

3. There Is No Genuine Issue of Material Fact Precluding a Finding That Respondents Acted at Least Recklessly (i.e., with Scierter)

Scierter is required to establish a violation of Section 17(a)(1), *see Aaron v. SEC*, 446 U.S. 680, 697, 701-02 (1980), and refers to “a mental state embracing intent to deceive, manipulate, or defraud.” *Tellabs, Inc. v. Makor Issues & Rights, Ltd.*, 551 U.S. 308, 319 (2007). “Scierter includes recklessness,” which is “conduct that is an ‘an extreme departure from the standard of ordinary care ... to the extent that the danger was either known to [a respondent] or so obvious that the [respondent] must have been aware of it.’” *Anthony Fields, CPA*, 2015 SEC LEXIS 662, at *44 (citations omitted). Section 17(a)(3) does not require a showing of scierter. For a violation of this provision, a showing of negligence is adequate. *Aaron*, 446 U.S. at 697.

Although establishing scierter is typically a question of fact, courts and judges can and have decided the issue of scierter in summary fashion. *See, e.g., SEC v. e-Smart Technologies, Inc.*, No. 11-895, 2014 U.S. Dist. LEXIS 163405, at *33-34 (D.D.C. Nov. 21, 2014) (granting summary judgment on Section 10(b) against a CEO who acted at least recklessly as a matter of law in issuing false press releases); *SEC v. Constantin*, 939 F. Supp. 2d 288, 308-10 (S.D.N.Y. 2013) (concluding that defendants acted with the requisite intent as a matter of law); *Wilde*, 2012 U.S. Dist. LEXIS 183252, at *19-20 (granting summary judgment for clear recklessness); *SEC v. Platform Wireless Int'l Corp.*, No. 04-2105, 2007 U.S. Dist. LEXIS 30919, at *21 (Apr. 25, 2007) (granting summary judgment, explaining that defendant’s good faith belief was insufficient to create a genuine issue of fact as to whether he was reckless), *aff’d in relevant part*, 617 F.3d 1072 (9th Cir. 2010); *SEC v. Aqua Vie Beverage Corp.*, No. 04-414, 2007 U.S. Dist. LEXIS 50645, at *12-13 (D. Idaho July 9, 2007) (finding no genuine issue of material fact that defendants acted with extreme recklessness given their role in causing the deception to occur in the first instance); *SEC v. TLC Invs. & Trade Co.*, 179 F. Supp. 2d 1149, 1157 (C.D. Cal. 2001)

(granting summary judgment on scienter even though defendant contended he “did not recklessly represent anything fraudulent” because the “uncontroverted evidence in this case is to the contrary”). If no reasonable person could deny that the activities at issue were misleading, then “a [respondent or defendant] with knowledge of the relevant facts cannot manufacture a genuine issue of material fact merely by denying (or intentionally disregarding) what any reasonable person would have known.” *SEC v. Platform Wireless Int’l Corp.*, 617 F.3d 1072, 1094 (9th Cir. 2010) (affirming summary judgment on scienter-based claims). In this case, based on the evidence presented with this motion, including Respondents’ admissions, no rational factfinder could conclude that Respondents lacked scienter.

First, each Respondent acted at least recklessly in marketing a program that in fact did not exist and that they knew did not exist. To set up a Website that promises a “team of qualified professionals with several years of experience in investment portfolio management,” knowing that no team of professionals existed, and knowing, too, that neither Respondent had any investment expertise (Srivastava Ans. ¶¶ 5), is at least reckless as a matter of law. *See SEC v. Universal Exp., Inc.*, 475 F. Supp. 2d 412, 424 (S.D.N.Y. 2007) (“Representing information as true while knowing it is not, recklessly misstating information, or asserting an opinion on grounds so flimsy as to belie any genuine belief in its truth, are all circumstances sufficient to support a conclusion of scienter”), *aff’d sub nom. SEC v. Altomare*, 300 F. App’x 70 (2d Cir. 2008). Worse than that, Respondents affirmatively worked to market this fictitious investment offering in social media, used misleading identifying information that prevented investors from tracing the Website to India, and set up payment processors and direct links on the Website for receiving immediate, online money from investors. They also solicited others to work for them in selling the investment program, offering “handsome commissions” and encouraging the

circulation of referral links. They did all of this without, admittedly, any business investment experience or any structure in place to handle the investments and returns they promised.

Similarly, each of them acted at least recklessly in failing to verify the legitimacy of the investments that they caused to be promoted. Respondents, for example, appear to have taken no steps whatsoever to verify even the possibility that the plans they touted as “guaranteed” and “stable” actually could yield such high incomes promised on their Website. *See, e.g., George*, 426 F.3d at 795; *Montana*, 464 F. Supp. 2d at 785 (in a high-yield investment scheme involving extraordinary returns, defendant “failed to verify the details of the Trading Program, never mind its existence, including whether the promised rates of return could actually be achieved or whether the investor funds were, in fact, safe”); *Asset Recovery and Management Trust*, 2008 U.S. Dist. LEXIS 89344, at *19 (a combination of huge returns and no risk is “inconceivable on its face and imposes a heightened duty to investigate”). In fact, the supposed “investment plans” reflected on the Website are so patently fictitious that any person (i.e., Respondents) involved in creating, touting, promoting, or administering such plans is either deliberately making a false statement or is acting recklessly in disregard of its clearly fictitious character. Promises of such outsized, yet supposedly “safe” returns are inherently reckless and obviously dangerous to investors. *See George*, 426 F.3d at 793-94; *Meadows v. SEC*, 119 F.3d 1219, 1226 (5th Cir. 1997); *Joseph F. Reese*, 1999 SEC LEXIS 917, at *23. *See also Anthony Fields, CPA*, 2012 SEC LEXIS 3747, at *34 (“Promised returns far too good to be true ... are an indication of fraud” and respondent’s misrepresentations on websites “were clearly made with an ‘intent to deceive’ since [his] representations ... were so unambiguously false.”).

In short, based on the content and character of the scheme at issue, and the undisputed evidence of Respondent’s involvement in the scheme, there can be no genuine dispute as to

scienter in this matter. Likewise, as to the Division's claim that Respondents violated Section 17(a)(3), the Respondents were also at least negligent.

B. The Respondents Should Be Sanctioned

The Division seeks an order directing the Respondents to cease and desist from violations of Sections 17(a)(1) and 17(a)(3) of the Securities Act and also directing them to pay the maximum civil penalties allowed under Section 8A of the Securities Act.

1. Sanction Considerations

To determine the appropriateness of any remedial sanction, the Commission considers several "public interest" factors identified in *Steadman v. SEC*, 603 F.2d 1126, 1140 (5th Cir. 1979), *aff'd on other grounds*, 450 U.S. 91 (1981); *John P. Flannery*, 2014 SEC LEXIS 4981, at *138 & n.184. They include:

The egregiousness of the respondent's actions, the isolated or recurrent nature of the infraction, the degree of scienter involved, the sincerity of the respondent's assurances against future violations, the respondent's recognition of the wrongful nature of his conduct, and the likelihood that the respondent's occupation will present opportunities for future violations.

John P. Flannery, 2014 SEC LEXIS 4981, at *138. The Commission also considers the age of the violation and the degree of harm to investors and the marketplace resulting from the violation, *Marshall E. Melton*, Exchange Act Rel. No. 48228, 2003 SEC LEXIS 1767, at *4-5 (July 25, 2003), and the extent to which the sanction will have a deterrent effect. *Schild Mgmt. Co.*, Exchange Act Rel. No. 53201, 2006 SEC LEXIS 195, at *35 & n.46 (Jan. 26, 2006); *Peter Siris*, Exchange Act Rel. No. 71068, 2013 SEC LEXIS 3924, at *48 n.72 (Dec. 12, 2013), *pet. denied*, 773 F.3d 89 (D.C. Cir. 2014). The public interest determination extends to the public-at-large, the welfare of investors as a class, and standards of conduct in the securities business generally. *Christopher A. Lowry*, Investment Company Act Rel. No. 2052, 2002 SEC LEXIS

2346, at *20 (Aug. 30, 2002), *aff'd*, 340 F.3d 501 (8th Cir. 2003); and *Arthur Lipper Corp.*, Exchange Act Rel. No. 11773, 1975 SEC LEXIS 527, at *52 (Oct. 24, 1975).

2. Sanctions

(a) Cease-and-Desist Orders

Section 8A of the Securities Act authorizes the Commission to issue a cease-and-desist order against a person who “is violating, has violated, or is about to violate” any provision of the Securities Act or rules thereunder. 15 U.S.C. §77h-1. The Respondents each violated Sections 17(a)(1) and 17(a)(3) of the Securities Act. In deciding whether to impose a cease-and-desist order, the Commission will consider whether there is a reasonable likelihood of future violations, but the required showing is “significantly less than that required for an injunction.” *KPMG Peat Marwick LLP*, Exchange Act Rel. No. 43862, 2001 SEC LEXIS 98, at *114 (Jan. 19, 2001).

The Respondents’ high-yield investment scheme was egregious. They utilized the Internet to target U.S. investors, guaranteeing them exorbitant returns and Ponzi-like payments for bringing in new investors. Their infraction was not an isolated occurrence. Rather than a single lapse in judgment, the scheme consisted of numerous discrete acts during a one-year period, including making false promises of huge investment returns through the Profits Paradise Website and related social media sites.

The Respondents conducted their scheme with a high degree of scienter: In Srivastava’s answer, he admitted he and Kavuri were not investment experts and were unsure the business was legitimate. Kavuri admitted he created a video related to the Profits Paradise Website at Srivastava’s request. Kavuri’s video, published on YouTube, parroted the absurd high-yield claims from the Profits Paradise website. The two acted behind a veil of secrecy, assuming alias names and specially-created email addresses. When, in connection with a different Internet

scheme, Srivastava learned that a disgruntled investor was well on his way to identifying Srivastava as the source of the scheme, he expressed alarm that his identity might be discovered.

Far from providing assurances against future violations or recognizing the wrongful nature of their conduct, the Respondents contend they are faultless because their scheme was unsuccessful, and that they “have not committed any mischief.” This argument is unavailing, as “[a]dvertising fraudulent, non-existent securities for sale inherently harms the marketplace, harms the public-at-large, and adversely affects standards of conduct in the securities industry, even if no one remitted any funds . . .” *Anthony Fields, CPA*, 2012 SEC LEXIS 3747, at *44.

The scheme was recent, beginning in early 2013 and continuing into 2014. Srivastava and Kavuri are software engineers, and Profits Paradise has not been the only money-making scheme they have engaged in through the Internet.⁵ Opportunity abounds for them to engage in similar fraudulent Internet schemes. Based on these considerations, there is a reasonable likelihood of future violations and, therefore, both Respondents should be ordered to cease and desist from future violations.

(b) Civil Monetary Penalties

Section 8A(g) of the Securities Act, 15 U.S.C. § 77h-1(g), authorizes the Commission to impose civil money penalties when a respondent has violated a provision of the Securities Act, and assessing such penalties is in the public interest. In determining whether a penalty is in the public interest, the Commission considers (1) whether the violation involved fraud, deceit, or manipulation, or deliberate or reckless disregard of a regulatory requirement, (2) the resulting harm to other persons, (3) any unjust enrichment and prior restitution, (4) the respondents’ prior

⁵ Together the Respondents also developed an e-commerce website at www.unitedpaycheck.com. (Kavuri Ans. ¶¶ 4-5) Kavuri provided Srivastava technical assistance in developing the site. *Id.* And Srivastava appeared concerned that the www.unitedpaycheck.com website would be traced back to him. (Kurr Decl. ¶ 15 and Attachment L)

regulatory records, (5) the need to deter the respondents and other persons, and (6) such other matters as justice may require. *Anthony Fields, CPA*, 2015 SEC LEXIS 662, at *101-102.

If imposing a civil penalty is in the public interest, a three-tier system establishes the maximum such penalty that may be imposed for each violation found. For each act or omission involving fraud or deceit that resulted in or created a significant risk of substantial losses to other persons, or resulted in substantial gain to the wrongdoer, a third-tier penalty may be warranted. 15 U.S.C. § 77h-1(g). For the time period at issue here, the maximum third-tier penalty for a natural person was \$160,000 for each violation.⁶ The Commission has, in the past, imposed third-tier civil penalties in cases involving schemes to offer nonexistent securities. *See Anthony Fields, CPA*, 2015 SEC LEXIS 662, at *101-107; *Brian A. Schmidt*, Exchange Act Rel. No. 45330, 2002 SEC LEXIS 3424, at *39 (Jan. 24, 2002).

The Respondents violated the antifraud provisions, so their violative actions “involved fraud [and] reckless disregard of a regulatory requirement” within the meaning of Section 8A of the Securities Act. Even though the Respondents contend that they did not receive any investor funds, their actions inherently harmed the marketplace and the public-at-large. Their Internet Website and social media postings reached a multitude of investors. Credulous investors could easily have been taken in by the promise of guaranteed huge profits. Given the blatantly fraudulent nature of the Respondents’ Internet offering scheme and the fact that they are software engineers who may well engage in similar schemes in the future, in order to deter future misconduct both Respondents should be ordered to pay substantial penalties. Third-tier penalties are appropriate because their violative acts involved fraud and created a very significant risk of substantial losses to other persons. *See* 15 U.S.C. § 77h-1(g)(2)(c).

⁶ 17 C.F.R. § 201.1005 sets forth the inflation-adjusted maximum penalty for violations occurring after March 5, 2013.

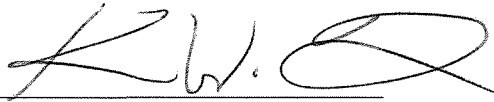
V. CONCLUSION

For the foregoing reasons, the Division's motion should be granted in its entirety.

Dated: May 20, 2015

Respectfully submitted,

DIVISION OF ENFORCEMENT

By: 

Kenneth W. Donnelly
Assistant Chief Litigation Counsel
Division of Enforcement
Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549-5949
Telephone: (202) 551-4946
donnelyk@sec.gov

COUNSEL FOR DIVISION OF ENFORCEMENT

Exhibit 1

Kurr Declaration

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING

File No. 3-16267

In the Matter of

PANKAJ KUMAR SRIVASTAVA

and

NATARAJ KAVURI,

Respondents.

DECLARATION OF CAROLYN E. KURR

I, Carolyn E. Kurr, declare under penalty of perjury pursuant to 28 U.S.C. §1746 as follows:

1. I am over 18 years of age and am employed as a Senior Counsel in the Division of Enforcement of the United States Securities and Exchange Commission ("Commission"). I have been employed at the Commission for nineteen years. My primary duty is to conduct investigations into potential violations of the United States federal securities laws. I was one of two principal staff attorneys assigned to the Commission's investigation of the conduct that gave rise to the Commission's Order Instituting Proceedings ("OIP") in this matter.

2. Attachment A to this declaration is a true and correct copy obtained by the Commission from the Securities and Exchange Board of India ("SEBI") of an email dated Feb. 1, 2013 from Pankaj Srivastava ("Srivastava") to India-based software development company Sysfo Software Solutions ("Sysfo"), cc'ing Nataraj Kavuri ("Kavuri") and one other recipient, with the subject

“Please book the domain ASAP.” In his answer to the OIP, Kavuri admits that he used the alias “Nathan Jones” and the email address coolblu49@gmail.com when communicating about Profits Paradise. (Kavuri Ans. ¶¶ 6)

3. Attachment B to this declaration is a true and correct copy obtained by the Commission from the SEBI of an email dated Feb. 14, 2013 from Srivastava to Sysfo, cc’ing Kavuri and two other recipients, with the subject “Start Profit Paradise.”

4. Attachment C to this declaration is a true and correct copy obtained by the Commission from the SEBI of an email dated March 5, 2013 from Srivastava to Sysfo and one other recipient, cc’ing Kavuri and four other recipients, with the subject “second payment for PP done.” Srivastava often used the alias “Paul Allen” and the email unitedforex47@gmail.com when communicating about Profits Paradise. In his answer to the OIP, Srivastava admits using a different email address and alias for “internal communications” about Profits Paradise. He instructed Kavuri and others to use his new email identification for further communications in February 2013. (See Attachments J and K to this declaration.)

5. Attachment D to this declaration is a true and correct copy obtained by the Commission from Network Solutions, LLC of the “whois” results Network Solutions, LLC posted for www.profitsparadise.com on July 30, 2013.

6. Attachment E to this declaration is a true and correct copy obtained by the Commission on May 6, 2015 from GoDaddy.com, LLC’s website of the “GoDaddy Domain Name Registration Agreement,” last revised on April 23, 2015.

7. Attachment F to this declaration is a true and correct copy obtained by the Commission from Lexis/Nexis of a public records location report for the address 300 Boylston Ave. E, Seattle WA 98102.

8. As part of my work in this matter, I reviewed National Comprehensive Reports dated August 6, 2013 and obtained from Thomson Reuters CLEAR for each of the three individuals whom Lexis/Nexis listed as associated with the address 300 Boylston Ave. E, Seattle WA 98102. None of these reports revealed a connection between these individuals and Profits Paradise.

9. As part of my work in this matter, on or about August 20, 2013 and April 30, 2015, I called the toll-free phone number provided in the “whois” results for the website www.profitsparadise.com and discovered that the phone number is associated with a conference call center unrelated to Profits Paradise.

10. Attachment G of this declaration is a true and correct copy obtained by the Commission from Google Inc. of subscriber information pertaining to the email address janeroe032@gmail.com, which was provided in the “whois” results for the website www.profitsparadise.com. Attachment G specifies three Internet Protocol (“IP”) addresses used by the subscriber when registering for the email address janeroe032@gmail.com or sending or retrieving messages from that address.

11. Attachment H of this declaration is a true and correct copy obtained by the Commission from the Asia Pacific Network Information Centre’s website of “whois” results for the three IP addresses referenced in Item 10. These IP addresses are each associated with Internet service providers located in India.

12. Attachment I of this declaration is a true and correct copy obtained by the Commission on May 11, 2015 of GoDaddy.com LLC’s website page describing the “whois” domain name registry and its contents.

13. Attachment J of this declaration is a true and correct copy obtained by the Commission

from Awadhesh Thakur (“Thakur”) of an email dated Feb. 19, 2013 from Srivastava to Garry Parker, cc’ing Kavuri and three others, with the subject “Phone number of International Leaders – for Garry.” Thakur is Wisconsin-based acquaintance of Srivastava who assisted Srivastava with his online network marketing business called “United Paycheck” and received numerous emails concerning Profits Paradise. When communicating with Srivastava, Thakur typically used the email address alex.uma2@gmail.com. When interviewed by the staff, Thakur stated that he used the name “Alex Anderson” as an alias, and Srivastava used the name “Paul Allen” as his “email decoy.” Attachment HH to this declaration is a true and correct copy of a letter from Thakur to the Commission with the subject “In response to subpoena, dated February 4, 2014, HO-12192.” Attachment II to this declaration is a true and correct copy obtained by the Commission from Thakur of a document entitled “Appendix to Cover Letter_HO12192.”

14. Attachment K of this declaration is a true and correct copy obtained by the Commission from Thakur of chain of three emails, with the first dated Feb. 20, 2013 and the final two dated Feb. 22, 2013. The final of the three emails is from Srivastava to “MD,” cc’ing Kavuri and five others, with the subject “Re: FW: Italian translation.”

15. Attachment L of this declaration is a true and correct copy obtained by the Commission from the SEBI of an email chain dated Oct. 16, 2013 with the subject “UPC and Revenue times fraud.” The final email in the chain is from Srivastava to “MD,” cc’ing “Tanuj Sysfo” and “Sanjeev Sysfo,” and begins, “Dear Tanuj, I am [a] little worried about it and I did not want to hide this.”

16. Attachment M to this declaration is a true and correct copy obtained by the Commission from the SEBI of an email dated Feb. 23, 2013 from Srivastava to info@sysfosolutions.com, cc’ing Kavuri and one other recipient, with the subject “LR A/C For PP.”

17. Attachment N to this declaration is a true and correct copy obtained by the Commission from the SEBI of an email dated April 1, 2013 from Kavuri to rohit@sysfosolutions.com and two other recipients, cc'ing Srivastava and two additional recipients, with the subject "PP – Payment Processors Integration."

18. Attachment O to this declaration is a true and correct copy obtained by the Commission from the SEBI of an email dated May 21, 2013 from Srivastava to Sysfo, with the subject "PM account detail for PP – Company A/c and Testing A/c."

19. Attachment P to this declaration is a true and correct copy of a letter dated Jan. 13, 2014 from the Securities and Futures Commission of Hong Kong to the Commission.

20. Attachment Q is a true and correct copy obtained by the Commission of the "Contact Us" page of Perfect Money's website, printed on May 11, 2015.

21. Attachment R to this declaration is a true and correct copy obtained by the Commission from the SEBI of an email dated May 21, 2013 from Srivastava to Sysfo, cc'ing one other recipient, with the subject "Test accounts for ProfitsParadise."

22. Attachment S to this declaration is a true and correct copy obtained by the Commission from Thakur of an email dated Feb. 3, 2013 from Kavuri to Srivastava and five others, with the subject "Profits Paradise – First look."

23. Attachment T to this declaration is a true and correct copy obtained by the Commission from Thakur of an email dated March 1, 2013 from Kavuri to info@sysfosolutions.com, cc'ing Srivastava and five others, with the subject "PP site" and the attached file "PP_v3.zip."

24. Attachment U to this declaration is a true and correct copy obtained by the Commission from the SEBI of an email dated March 1, 2013 from Kavuri to info@sysfosolutions.com, cc'ing Srivastava and two others, with the subject "PP - Plan details."

25. Attachment V to this declaration is a true and correct copy obtained by the Commission from Thakur of an email dated March 1, 2013 from Liberty Smith to Kavuri, cc'ing Srivastava and four others, with the subject "PP Content 1: About us/Home page intro."

26. Attachment W to this declaration is a true and correct copy obtained by the Commission from Thakur of an email dated March 1, 2013 from Srivastava to three recipients, cc'ing Kavuri and six others, with the subject "About Profit paradise business."

27. Attachment X to this declaration is a true and correct copy obtained by the Commission from the SEBI of an email dated March 10, 2013 from Kavuri to Srivastava and five others with the subject "PP final look" and the attachment "PP_v5.zip."

28. Attachment Y to this declaration is a true and correct copy obtained by the Commission from the SEBI of an email dated March 13, 2013 from Kavuri to info@sysfosolutions.com, cc'ing one other recipient, with the subject "Launch PP on test server."

29. Attachment Z to this declaration is a true and correct copy obtained by the Commission from the SEBI of a March 13-14, 2013 email chain with the subject "Re: Changes in PP required." The first email is dated March 13, 2013 and from Liberty Smith, and the second and final email is dated March 14, 2013 and from Srivastava to Liberty Smith, cc'ing Sysfo, Kavuri and two other recipients.

30. Attachment AA to this declaration is a true and correct copy obtained by the Commission from Thakur of a March 22, 2013 email chain with the subject "Re: PP site – New Images & Footer links." The first email is from Kavuri and the second and final email is from Srivastava to Kavuri, cc'ing five other recipients.

31. Attachment BB to this declaration is a true and correct copy obtained by the Commission from the website www.statscrop.com of a January 16, 2014 report for the website

www.profitsparadise.com. StatsCrop is a free service for analyzing information about a website, such as its age, number of visitors per day, page views per day, estimated value (in dollars), server location, and daily visitors by country.

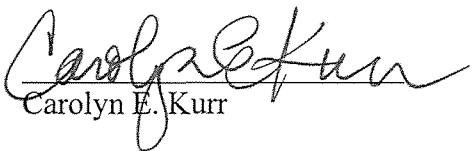
32. Attachment CC to this declaration is a true and correct copy obtained by the Commission from Thakur of a Feb. 25, 2013 email from Kavuri to Srivastava and five other recipients, with the subject "PP launch/profile video."

33. Attachment DD to this declaration is a true and correct copy obtained by the Commission from Thakur of a March 6, 2013 email from Kavuri to Srivastava and five other recipients, with the subject "PP Video – Final Cut."

34. Attachment EE to this declaration is a true and correct copy obtained by the Commission from Thakur of a March 23, 2013 email from Kavuri to Srivastava, cc'ing five other recipients, with the subject "PP youtube account."

35. Attachment FF to this declaration is a true and correct copy obtained by the Commission from Thakur of a March 28, 2013 email from Srivastava to eight recipients, cc'ing Kavuri and five additional recipients, with the subject "Kick start of PP SEO and SMO - Minutes of the Meeting."

36. Attachment GG to this declaration is a true and correct copy obtained by the Commission from Thakur of a March 28, 2013 email from Srivastava to Kavuri, cc'ing 13 additional recipients, with the subject "Re: Kick start of PP SEO and SMO - Minutes of the Meeting."


Carolyn E. Kurr

5/19/15
Date

Attachment A

RAM MOHAN RAO

From: Pankaj Srivastava <[REDACTED]>
Sent: Friday, February 01, 2013 7:22 PM
To: [REDACTED]
Cc: [REDACTED]; Nathan Jones; [REDACTED]
Subject: Please book the domain ASAP

Dear [REDACTED],

Kindly book the following two domains asap. Its urgent now.

Regards
Pankaj Kumar Srivastava

"In Service of the Team"

On Thu, Jan 31, 2013 at 1:35 PM, Pankaj Srivastava <[REDACTED]> wrote:
Dear Tanuj bhai,

As discussed yesterday please start the work on "Every Dollar Count" module of the UPC.
Today I'll discuss with Sanjeev bhai about the payment formalities and do the needful at the earliest from our end.

Further please go ahead with registration of the following domain: While registering this domain please make sure that in Alexa detail "rank in IN" is not shown. Instead "rank in US" or any other western country is shown.

ambinetconsulting.com

After we successfully register this domain please go ahead and register the following domain also with the same criteria as mentioned for the above domain:

profitsparadise.com

Regards
Pankaj Kumar Srivastava

"In Service of the Team"

Attachment B

From: Pankaj Srivastava [pankaj.k.sriv@gmail.com]
Sent: Thursday, February 14, 2013 1:52 AM
To: [REDACTED]
CC: [REDACTED] Nathan Jones; [REDACTED]
Subject: Start Profit Paradise

Dear [REDACTED]

As per our discussion we have already explained you in detail about the concept of Profit paradise.

This site has to be launched on the domain www.profitsparadise.com which has already been registered.

Kindly provide us the quotation, project planning and deadline.

The requirement capture document we will provide you today.

--

Regards
Pankaj Kumar Srivastava

"In Service of the Team"

Attachment C

From: Paul Allen [unitedforex47@gmail.com]

Sent: Tuesday, March 05, 2013 3:33 AM

To: UPC Sanjeev; Sysfo Software Solutions

CC: [REDACTED]; Nathan Jones; [REDACTED]

Subject: second payment for PP done

Dear Mr. Sanjeev,

Second payment for PP 30k deposited into your account.

Please confirm.

Regards

Paul

I

Attachment D

[Network Solutions](#) >> [Whois](#) >> Results

[Log In](#)



- [Search](#)
- [Renew](#)
- [Transfer](#)
- [Features](#)
- [Private Registration](#)
- [Protect](#)
- [Forward](#)

WHOIS Results for profitsparadise.com

Available domain names similar to profitsparadise.com

Available Extensions

- profitsparadise.net
- profitsparadise.org
- profitsparadise.us
- profitsparadise.us.com

Available Domains

- profits-paradise.com
- profits-heaven.com
- net-heaven.com
- onlineprofitsparadise.com

Premium Resale Domains

- paradisepr.com \$350
- paradisenet.com \$2,852
- nevadanonprofit.com \$1,799
- paradisemx.com \$799
- profitsparadise.info
- profitsparadise.mobi
- profitsparadise.biz
- profitsparadise.co.uk
- profitsparadise.pro
- profitsparadise.de
- prophitsparadise.com
- profitsparadiseonline.com
- profitsheavenonline.com
- onlinenetparadise.com

- netparadiseonline.com
- onlineprofitsheaven.com
- safeprofits.com \$499
- paradisebg.com \$1,295
- profitorganizations.com \$799

[View more](#)

Add Selected to Cart

profitsparadise.com

Is this your domain name? [Renew it now.](#)



IP Address: [168.144.197.18 \(ARIN & RIPE IP search\)](#)

The data contained in GoDaddy.com, LLC's WhoIs database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In no event shall we be liable for damages, including direct, indirect, special, incidental, or consequential damages, arising out of the use of the information. You agree that you will not use the data to allow, enable, or otherwise make possible the dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree that you will not use the data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

Registered through: GoDaddy.com, LLC (<http://www.godaddy.com>)
Domain Name: PROFITSPARADISE.COM
Created on: 02-Feb-13
Expires on: 02-Feb-14
Last Updated on: 19-Apr-13

Registrant:
Jane Roe
300 BOYLSTON AVE E
Seattle, Washington 98102
United States

Administrative Contact:

Roe, Jane janeroe032@gmail.com
300 BOYLSTON AVE E
Seattle, Washington 98102
United States
8665643789

Technical Contact:

Roe, Jane janeroe032@gmail.com
300 BOYLSTON AVE E
Seattle, Washington 98102
United States
8665643789

Domain servers in listed order:

NS1.S3SERVERS.INFO
NS2.S3SERVERS.INFO

The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

[Show underlying registry data for this record](#)

Make an instant, anonymous offer to the current domain registrant. [Learn More](#)



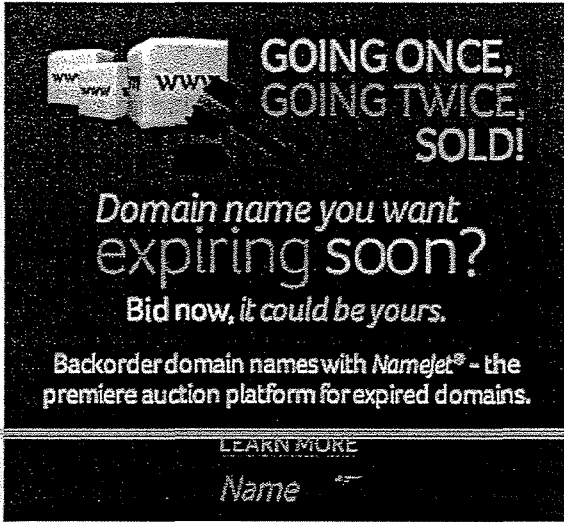
Search Again

Search again here...

Search by either

- Domain Name e.g. networksolutions.com
- IP Address e.g. 205.178.187.13





GOING ONCE,
GOING TWICE,
SOLD!

*Domain name you want
expiring soon?*

Bid now, it could be yours.

Backorder domain names with NameJet® - the
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LEARN MORE

Name



Processing...



Attachment E

CLOSE WINDOW

PRINT

GODADDY DOMAIN NAME REGISTRATION AGREEMENT

Last Revised: April 23, 2015

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Domain Name Registration Agreement (this "Agreement") is entered into by and between GoDaddy.com, LLC, a Delaware limited liability company ("GoDaddy") and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of GoDaddy's Domain Name Registration services (the "Domain Name Registration Services" or the "Services").

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with (i) GoDaddy's Universal Terms of Service Agreement, and (ii) any plan limits, product disclaimers or other restrictions presented to you on the Domain Name Registration Services landing page of the GoDaddy website (this "Site"), both (i) and (ii) of which are incorporated herein by reference.

The terms "we", "us" or "our" shall refer to GoDaddy. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Unless otherwise specified, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

You acknowledge and agree that (i) GoDaddy, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site, and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made 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) this Site or the Services found at this Site. In addition, GoDaddy may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account ("Shopper Account") information, including your email address, current. GoDaddy assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

GoDaddy is an Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar. You acknowledge and agree that as an ICANN-accredited registrar, GoDaddy is bound by an agreement with ICANN. You acknowledge and agree that GoDaddy may modify this Agreement in order to comply with its agreement with ICANN, as well as any other terms and conditions set forth by (i) ICANN and/or (ii) the registry applicable to the top level domain ("TLD") or country code top level domain ("ccTLD") in question. As used herein, the terms "registry", "Registry",

"registry operator" or "Registry Operator" shall refer to the registry applicable to the TLD or ccTLD in question. To identify the sponsoring registrar, click [here](#).

In addition to domain name registrations, we may offer a variety of products that can be added to your domain name registration. Your purchase and use of each additional product is subject to both the general terms and conditions and the specific terms and conditions for each product as set forth in this Agreement

2. FEES AND PAYMENTS

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

You agree to pay any and all prices and fees (including any registration fees required by ICANN) due for Services purchased at this Site at the time you order the Services. All prices and fees are non-refundable unless otherwise expressly noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term. GoDaddy expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Where refunds are issued, GoDaddy's issuance of a refund receipt is confirmation that GoDaddy has submitted your refund to the Payment Method (as defined below) charged at the time of the original sale. You acknowledge and agree that the associated payment provider and/or individual issuing bank establish and regulate the time frames for posting your refund. Refund posting time frames may range from five (5) business days to a full billing cycle.

You may pay for Services by providing a valid credit card, an electronic check (from your personal or business checking account, as appropriate), PayPal (as defined in the Universal Terms of Service Agreement), Alipay (as defined in the Universal Terms of Service Agreement), or by using GoDaddy's "[Good As Gold Prepaid Services](#)" to establish a cash reserve for charge by GoDaddy (each, a "[Payment Method](#)"). For Services that offer "[Express Checkout](#)", clicking the Express Checkout button will automatically place an order for that Service and charge the primary Payment Method on file for your Shopper Account. Confirmation of that order will be sent to the email address on file for your Shopper Account. Your Payment Method on file must be kept valid if you have any active Services in your Shopper Account.

If you are being billed on a monthly basis, your monthly billing date will be based on the date of the month you purchased the Services unless that date falls after the 28th of the month, in which case your billing date will be the 28th of each month.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, MOST SERVICES OFFER AN AUTOMATIC RENEWAL OPTION. THE AUTOMATIC RENEWAL OPTION AUTOMATICALLY RENEWS THE APPLICABLE SERVICE FOR A RENEWAL PERIOD EQUAL IN TIME TO THE ORIGINAL SERVICE

PERIOD. FOR EXAMPLE, IF YOUR ORIGINAL SERVICE PERIOD WAS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL BE FOR ONE YEAR. WHILE THE DETAILS OF THE AUTOMATIC RENEWAL OPTION VARY FROM SERVICE TO SERVICE, THE SERVICES THAT OFFER AN AUTOMATIC RENEWAL OPTION TREAT IT AS THE DEFAULT SETTING. THEREFORE, UNLESS YOU DISABLE THE AUTOMATIC RENEWAL OPTION, GODADDY WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD YOU HAVE ON FILE WITH GODADDY AT GODADDY'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND YOUR SERVICES, SIMPLY LOG INTO YOUR ACCOUNT MANAGER ("ACCOUNT MANAGER") FROM THIS SITE AND FOLLOW THE STEPS FOUND HERE. YOU MAY ENABLE OR DISABLE THE AUTOMATIC RENEWAL OPTION AT ANY TIME. HOWEVER, SHOULD YOU ELECT TO DISABLE THE AUTOMATIC RENEWAL OPTION AND FAIL TO MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND GODADDY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

IN ADDITION, GODADDY MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION). IF YOU ARE ENROLLED IN AN AUTOMATIC RENEWAL OPTION AND WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US. IN ACCORDANCE WITH RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, GODADDY WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. GODADDY MAKES NO GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) SETTING YOUR RENEWAL OPTIONS AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND GODADDY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason GoDaddy is unable to charge your Payment Method for the full amount owed for the Services provided, or if GoDaddy is charged a penalty for any fee it previously charged to your Payment Method, you agree that GoDaddy may pursue all available lawful remedies in order to obtain payment. If you pay by credit card and if for any reason GoDaddy is unable to charge your credit card with the full amount owed for the Services provided, or if GoDaddy is charged back for any fee it previously charged to the credit card you provided, you agree that GoDaddy may pursue all

available lawful remedies in order to obtain payment. You agree that the remedies GoDaddy may pursue in order to effect payment shall include, but not be limited to, immediate cancellation without notice to you of any domain names or Services registered or renewed on your behalf. GoDaddy reserves the right to charge you reasonable "administrative fees" or "processing fees" for (i) tasks GoDaddy may perform outside the normal scope of its Services, (ii) additional time and/or costs GoDaddy may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by GoDaddy in its sole and absolute discretion). Typical scenarios include, but are not limited to, customer service issues that require additional personal time or attention, fees incurred by third-party payment providers such as PayPal, Alipay, and Certegy (as defined in the Universal Terms of Service Agreement), fees incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a Payment Method processor, and disputes that require accounting or legal services. These administrative fees or processing fees will be billed to the Payment Method you have on file with GoDaddy.

GoDaddy may offer product-level pricing in various currencies; however, transaction processing is supported only in U.S. dollars and a select number of the currency options displayed on this Site ("Supported Currency" or "Supported Currencies"). If the currency selected is a Supported Currency, then the transaction will be processed in the Supported Currency and the pricing displayed during the checkout process will be the actual amount processed and submitted to your bank for payment. If the currency selected is not a Supported Currency, then the transaction will be processed in U.S. dollars and the pricing displayed during the checkout process will be an estimated conversion price at the time of purchase. In either case (whether the currency selected is a Supported Currency or not), if the transaction is processed in a currency that differs from the currency of your bank account, you may be charged exchange rate conversion fees by your bank. In addition, due to time differences between (i) the time you complete the checkout process, (ii) the time the transaction is processed, and (iii) the time the transaction posts to your bank statement, the conversion rates may fluctuate, and GoDaddy makes no representations or warranties that (a) the amount submitted to your bank for payment will be the same as the amount posted to your bank statement (in the case of a Supported Currency) or (b) the estimated conversion price will be the same as either the amount processed or the amount posted to your bank statement (in the case of a non-Supported Currency), and you agree to waive any and all claims based upon such discrepancies (including any and all claims for a refund based on the foregoing). In addition, regardless of the selected currency, you acknowledge and agree that you may be charged Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

Please refer to the Universal Terms of Service Agreement for further details regarding the individual Payment Methods referenced above.

(B) DOMAIN NAME RENEWAL TERMS

When you register a domain name, you will have three renewal options: (i) "Automatic Renewal", (ii) "Extended Automatic Renewal", and (iii) "Manual Renewal".

- i. Automatic Renewal. Automatic Renewal is the default setting. Therefore, unless you select either Extended Automatic Renewal or Manual Renewal, GoDaddy will enroll you in the Automatic Renewal plan. If you enroll in the Automatic Renewal plan, GoDaddy will automatically renew, for a period equivalent to the length of your original domain name registration, any domain name that is up for renewal and will take payment from the Payment Method you have on file with GoDaddy, at GoDaddy's then current rates. Thus, if you have chosen to register your domain name for one (1) year, GoDaddy will automatically renew it for one (1) year. If you have chosen to register your domain name for two (2) years, GoDaddy will automatically renew it for two (2) years, and so on.
- ii. Extended Automatic Renewal. If you enroll in the Extended Automatic Renewal plan, GoDaddy will automatically renew any domain name that is up for renewal for an additional one-year period on each and every anniversary of your domain name registration, so the initial registration period will always remain intact. Thus, if you have chosen to register your domain name for two (2) years, GoDaddy will automatically renew it for one (1) additional year on each and every anniversary of your domain name registration so your two (2) year registration period will always remain intact. If you have chosen to register your domain name for five (5) years, GoDaddy will automatically renew it for one (1) additional year on each and every anniversary of your domain name registration so your five (5) year registration period will always remain intact, and so on. GoDaddy will take payment from the Payment Method you have on file with GoDaddy, at GoDaddy's then current one-year domain name registration rate.
- iii. Manual Renewal. If you do not select that the domain name be automatically renewed (through either Automatic Renewal or Extended Automatic Renewal), you have the responsibility of logging into the Domain Manager portion of your Account Manager for that domain name and manually implementing the renewal by the expiration date (should you in fact want the domain name to be renewed). If you fail to manually implement the renewal before the expiration date, the domain name will be cancelled and you will no longer have use of that name.

All renewals will be subject to the terms of this Agreement, as it may be amended from time to time, and you acknowledge and agree to be bound by the terms of this Agreement (as amended) for all renewed domains. Domain name renewals will be non-refundable. If for any reason GoDaddy is not able to take the payment from the Payment Method you have on file, and you fail to respond to our notices, your domain name registration will expire. It is your responsibility to keep your Payment Method information current, which includes the expiration date if you are using a credit card.

For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg), renewal billing will occur on the first day of the month prior to the month of expiration.

For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg), you must renew no later than the 20th of the month prior to the expiration date, or your domain name will be placed in non-renewal status. For some ccTLDs (.es) you must renew no later than seven days before the expiration date, or your domain name will be placed in non-renewal status. When the domain name is in non-renewal status, you can renew the domain name only by calling GoDaddy and requesting that the domain name be renewed. You cannot renew the domain name through your Account Manager. If you fail to manually implement the renewal before the expiration date, the domain name will be cancelled and you will no longer have use of that name.

You agree that GoDaddy will not be responsible for cancelled domain names that you fail to renew, either automatically or manually in the timeframes indicated in this Agreement. In any case, if you fail to renew your domain name in a timely fashion, additional charges may apply. If you signed up for privacy services, protected registration, or any other similar service, with your domain name registration, these services will automatically be renewed when your domain name registration is up for renewal, and you will incur the applicable additional renewal fee unless you cancel in advance.

If you fail to renew your domain name in the timeframes indicated in this Agreement, you agree that GoDaddy may, in its sole discretion, renew your expired domain name on your behalf. If GoDaddy decides to renew your expired domain name on your behalf, you will have a Renewal Grace Period during which you may reimburse GoDaddy for the renewal and keep your domain name. The Renewal Grace Period is currently twelve (12) days but subject to change under the terms of this Agreement. For certain ccTLDs (.am, .at, .be, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg) there is no Renewal Grace Period after the expiration date of the domain name. If you do not reimburse GoDaddy for the renewal during the Renewal Grace Period your domain name will be placed on Hold and flagged for deletion after which you will have a 30-day redemption period during which you may pay GoDaddy a Redemption fee and redeem your domain name. The Redemption fee is currently \$80.00 USD and is subject to change under the terms of this Agreement. If you do not redeem your domain name prior to the end of the 30-day redemption period GoDaddy may, in its sole discretion, delete your domain name or transfer it to another registrant on your behalf. During the redemption period your domain name may be parked.

If your domain name is deleted, the Registry also provides a 30-day Redemption Grace Period during which you may pay GoDaddy a redemption fee and redeem your domain name. The redemption fee is currently \$80.00 USD and is subject to change under the terms of this Agreement. If you do not redeem your domain name prior to the end of the Registry's Redemption Grace Period the Registry will release your name and it will become available for registration on a first-come-first-served basis.

Renewal Grace Periods and Redemption Grace Periods vary for different ccTLDs. Please refer to the specific terms for the applicable TLD. In the event there is a conflict between the provisions of this paragraph and the ccTLD terms, the ccTLD terms shall control.

Our registration expiration notification policy and associated fees are described here.

(C) FREE PRODUCT TERMS

In the event you are provided with free products with the registration of a domain name, you acknowledge and agree that such free products will only be available with a valid purchase and may be terminated in the event the domain name is deleted or cancelled. For free domain names, you acknowledge and agree that you may not change the account associated with such free domain for the first five (5) days after registration. In the event a free domain name is offered with the registration of another domain and if the paid domain name registered fails, then we may, in its sole discretion, either delete the registration of the free domain or refund the difference between the amount paid and the value of the free domain. Failed registrations associated with promotional offers may result in the deletion of the free or discounted item or an adjustment between the registered domain price and the value of the discounted item, in our sole discretion.

3. TERM OF AGREEMENT; TRANSFERS; DOMAIN TASTING

The term of this Agreement shall continue in full force and effect as long as you have any domain name registered through GoDaddy.

You agree that you will not transfer any domain name registered through GoDaddy to another domain name registrar during the first sixty (60) days after its initial registration date. You agree that you may not transfer any domain name for ten (10) days after a Change of Account.

You further agree that you will not engage in "domain tasting" by using the five (5) day grace period in which a registrant may choose to cancel a domain name and get a full refund of the registration fee as a vehicle to test the marketability or viability of a domain name. If GoDaddy determines (which determination shall be made by GoDaddy in its sole and absolute discretion) that you have been engaging in "domain tasting", then GoDaddy reserves the right to (a) charge you a small fee (which fee shall be deducted from any refund issued) or (b) refuse your cancellation/refund request altogether. GoDaddy will not charge you a fee if GoDaddy cancels your domain name during the five (5) day grace period due to fraud or other activity outside of your control. The five (5) day grace period does not apply to Premium Domains, which are non-refundable.

You agree that GoDaddy shall not be bound by (i) any representations made by third parties who you may use to purchase services from GoDaddy, or (ii) any statements of a general nature, which may be posted on GoDaddy's website or contained in GoDaddy's promotional materials.

4. UP TO DATE INFORMATION; USE OF INFORMATION AND EXPIRATION

You agree to notify GoDaddy within five (5) business days when any of the information you provided as part of the application and/or registration process changes. It is your responsibility to keep this information in a current and accurate status. Failure by you, for whatever reason, to provide GoDaddy with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the domain name. Failure by

you, for whatever reason, to respond within five (5) business days to any inquiries made by GoDaddy to determine the validity of information provided by you, shall also be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the domain name. You agree to retain a copy for your record of the receipt for purchase of your domain name.

You agree that for each domain name registered by you, the following contact data is required: postal address, email address, telephone number, and if available, a facsimile number for the Registered Name Holder and, if different from the Registered Name Holder, the same contact information for, a technical contact, an administrative contact and a billing contact.

You acknowledge and agree that domain name registration requires that this contact information, in whole or in part, be shared with the registry operator, for their use, copying, distribution, publication, modification and other processing. As required by ICANN, this information must also be made publicly available by means of Whois, and that the registry operator may also be required to make this information publicly available by Whois. Both GoDaddy and the registry operator may be required to archive this information with a third-party escrow service. You hereby consent and give permission for all such requirements and disclosures. Further, you represent and warrant that, if you are providing information about a third party, you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure. Registrar will not process data in a way that is incompatible with this Agreement. Registrar will take reasonable precautions to protect data from loss or misuse.

You agree that for each domain name registered by you the following information will be made publicly available in the Whois directory as determined by ICANN Policy and may be sold in bulk as set forth in the ICANN agreement:

- The domain name;
- Your name and postal address;
- The name, email address, postal address, voice and fax numbers for technical and administrative contacts;
- The Internet protocol numbers for the primary and secondary name servers;
- The corresponding names of the name servers; and
- The original date of registration and expiration date.
- Name of primary name server and secondary name server.
- Identity of the registrar.

You agree that, to the extent permitted by ICANN, GoDaddy may make use of the publicly available information you provided during the registration process. If you engage in the reselling of domain names you agree to provide any individuals whose personal information you've obtained, information about the possible uses of their personal information pursuant to ICANN policy. You also agree to obtain consent, and evidence of consent, from those individuals for such use of the personal information they provide.

In order for us to comply with any current or future rules and policies for domain name systems including any rules or policies established by the CIRA or any provincial or federal government or by other organization having control or authority to establish rules or policies, you hereby grant to us the right to disclose to third parties through an interactive publicly accessible registration database the following information that you are required to provide when applying for a domain name:

- i. The domain or sub-domain name(s) registered by you;
- ii. Your organization name, type and postal address;
- iii. The name(s), position(s), postal address(es), e-mail address(es), voice telephone number(s) and where available the fax number(s) of the technical and administrative contacts for your domain or sub-domain name(s);
- iv. The full hostnames and Internet protocol (IP) addresses of at least two (2) name server hosts (one primary and at least one secondary) for your domain or sub-domain name. Up to six (6) name servers may be specified. If a host has more than one (1) IP address, use a comma-separated list;
- v. The corresponding names of those name servers;
- vi. The original creation date of the registration; and
- vii. The expiration date of the registration.

We may be required to make this information available in bulk form to third parties. We may also transfer or assign this information to CIRA or such other third party as we may decide, in our sole discretion.

5. DISPUTE RESOLUTION POLICY

You agree to be bound by our current Dispute Resolution Policy. This policy is incorporated herein and made a part of this Agreement. You can view the Uniform Domain Name Dispute Resolution Policy online. You agree that GoDaddy may from time to time modify its Dispute Resolution Policy. GoDaddy will post any changes to its Dispute Resolution Policy at least thirty (30) days before they become effective. You agree that by maintaining your domain name registrations with GoDaddy after the updated policy becomes effective that you agree to the Dispute Resolution policy as amended. You agree to review GoDaddy's website periodically to determine if changes have been made to the Dispute Resolution Policy. If you cancel or terminate your Services with GoDaddy as a result of the modified Dispute Resolution policy, no fees will be refunded to you. You also agree to submit to proceedings commenced under ICANN's Uniform Rapid Suspension System, if applicable.

You agree that if a dispute arises as a result of one (1) or more domain names you have registered using GoDaddy, you will indemnify, defend and hold GoDaddy harmless as provided for in this Agreement. You also agree that if GoDaddy is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a domain name registered by you using GoDaddy, that GoDaddy, in its sole discretion, may take whatever action GoDaddy deems necessary regarding further modification, assignment of and/or control of the domain name deemed necessary to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled. In

this event you agree to hold GoDaddy harmless for any action taken by GoDaddy.

You agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of your domicile and (2) where registrar is located.

In the case of .ca domain names, you agree that, if your use of the service or the registration of a .ca domain name is challenged by a third party, you will be subject to the provisions specified by CIRA in their dispute resolution policy, in effect at the time of the dispute.

6. TRANSFER OF DOMAIN NAMES; RESALE PRACTICES

If you transfer any domain name, you agree to provide the information required by, and to abide by, the procedures and conditions set forth in our Domain Name Transfer Agreement. You may view the latest version of our Domain Name Transfer Agreement online. In order to further protect your domain name, any domain name registered with GoDaddy or transferred to GoDaddy shall be placed on lock status. The domain name must be placed on unlock status in order to initiate a transfer of the domain name away from GoDaddy to a new Registrar. You may log into your account with GoDaddy at any time after your domain name has been successfully transferred to GoDaddy, and change the status to unlock.

In the event you are purchasing a domain name on behalf of a third party, you agree to inform any customer of yours, who may be acquiring a domain name through you using GoDaddy's registration services, that they are in fact registering their domain name through GoDaddy and that GoDaddy is an accredited registrar with ICANN. You agree not to represent that you are an ICANN-accredited registrar or that you are in any way providing superior access to the ICANN Domain Name Registry. You also agree not to use the ICANN trademark logo in any of your promotional materials including your website.

You agree to obtain each of your customers' acceptances to the then current version of this Agreement, and to retain evidence of their acceptance for a period of not less than three (3) years. Should you require that your customers accept additional terms and conditions that are not required by GoDaddy, you agree that such additional terms and conditions shall not conflict with this Agreement and the policies and procedures adopted by ICANN.

You agree that GoDaddy is not lending you access to its registrar connections or its registry access, nor will you be deemed to be a registrar in your own right. Furthermore, you agree you will not attempt to gain access to GoDaddy's registrar connections or registry access. You agree to provide complete, accurate and current data for each registrant to be added to a registry in accordance with ICANN requirements for inclusion in the Whois database.

You agree to provide your customers with adequate customer support, and to maintain contact with them with regard to providing a medium for them to communicate changes in the information they provided as part of the domain name registration process. Upon receiving corrected or updated information you will, within five (5) business days, provide such information to GoDaddy so GoDaddy may update its registration records. You will

retain copies of all communications between you and your customers and will upon request provide GoDaddy copies of same.

7. YOUR OBLIGATIONS; SUSPENSION OF SERVICES; BREACH OF AGREEMENT

You represent and warrant to the best of your knowledge that, neither the registration of the domain nor the manner it is directly or indirectly used, infringes the legal rights of any third party. You will comply with all applicable laws, including, but not limited to those relating to privacy, data collection, consumer protection, fair lending, debt collection, organic farming, and disclosure of data and financial disclosures. If you collect and maintain sensitive health and financial data, you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. You represent that you possess any necessary authorization, charter, license, and/or other related credential for participation in the sector associated with the associated registry tld string. You will report any material changes to the validity of your authorization, charter, license, and/or other related credential. You will indemnify and hold harmless the registrar and registry operator, and their directors, officers, employees and agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to the domain name registration. This obligation shall survive expiration or termination of this Agreement or the domain name registration.

You agree that, in addition to other events set forth in this Agreement:

- i. Your ability to use any of the services provided by GoDaddy is subject to cancellation or suspension in the event there is an unresolved breach of this Agreement and/or suspension or cancellation is required by any policy now in effect or adopted later by ICANN;
- ii. Your registration of any domain names shall be subject to suspension, cancellation or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any GoDaddy procedure not inconsistent with an ICANN adopted specification or policy (a) to correct mistakes by GoDaddy or the registry operator in registering any domain name; or (b) for the resolution of disputes concerning any domain name.

You acknowledge and agree that GoDaddy and registry reserve the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as either deems necessary, in the unlimited and sole discretion of either GoDaddy or the registry: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by registry or any registrar in connection with a domain name registration, (iii) for the non-payment of fees to registry, (iv) to protect the integrity and stability of the registry, (v) to comply with any applicable court orders, laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (vi) to comply with any applicable ICANN rules or regulations, including without limitation, the registry agreement, (vii) to avoid any liability, civil or criminal, on the part of registry operator, as well as its affiliates, subsidiaries, officers, directors, and employees, (viii) per the terms of this Agreement, (ix) following an

occurrence of any of the prohibited activities described in Section 8 below, or (x) during the resolution of a dispute.

You agree that your failure to comply completely with the terms and conditions of this Agreement and any GoDaddy rule or policy may be considered by GoDaddy to be a material breach of this Agreement and GoDaddy may provide you with notice of such breach either in writing or electronically (i.e. email). In the event you do not provide GoDaddy with material evidence that you have not breached your obligations to GoDaddy within ten (10) business days, GoDaddy may terminate its relationship with you and take any remedial action available to GoDaddy under the applicable laws. Such remedial action may be implemented without notice to you and may include, but is not limited to, cancelling the registration of any of your domain names and discontinuing any services provided by GoDaddy to you. No fees will be refunded to you should your Services be cancelled or terminated because of a breach.

GoDaddy's failure to act upon or notify you of any event, which may constitute a breach, shall not relieve you from or excuse you of the fact that you have committed a breach.

8. RESTRICTION OF SERVICES; RIGHT OF REFUSAL

You agree not to use the services provided by GoDaddy, or to allow or enable others, to use the services provided by GoDaddy for the purposes of:

- The transmission of unsolicited email (Spam); and
- Repetitive, high volume inquiries into any of the services provided by GoDaddy (i.e. domain name availability, etc.).

You acknowledge and agree that you are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and you acknowledge and agree that the consequences for such activities include suspension of the domain name.

If you are hosting your domain name system ("DNS") on GoDaddy's servers, or are using our systems to forward a domain name, URL, or otherwise to a system or site hosted elsewhere, or if you have your domain name registered with GoDaddy, you are responsible for ensuring there is no excessive overloading on GoDaddy's servers. You may not use GoDaddy's servers and your domain name as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, or other abusive attack. Server hacking or other perpetration of security breaches is prohibited. You agree that GoDaddy reserves the right to deactivate your domain name from its DNS if GoDaddy deems it is the recipient of activities caused by your site that threaten the stability of its network.

You agree that GoDaddy, in its sole discretion and without liability to you, may refuse to accept the registration of any domain name. GoDaddy also may in its sole discretion and without liability to you delete the registration of any domain name during the first thirty (30) days after registration has taken place. GoDaddy may also cancel the registration of a domain name, after thirty (30) days, if that name is being used, as determined by GoDaddy in its sole discretion, in association with spam or morally

objectionable activities. Morally objectionable activities will include, but not be limited to:

- Activities prohibited by the laws of the United States and/or foreign territories in which you conduct business;
- Activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; and
- Activities designed to harm or use unethically minors in any way.

In the event GoDaddy refuses a registration or deletes an existing registration during the first thirty (30) days after registration, you will receive a refund of any fees paid to GoDaddy in connection with the registration either being cancelled or refused. In the event GoDaddy deletes the registration of a domain name being used in association with spam or morally objectionable activities, no refund will be issued.

9. DEFAULT SETTINGS; PARKED PAGE

Choosing Your Domain Name Settings. When you register a domain name with GoDaddy, you will be prompted to choose your domain name settings during the checkout process. If you plan on using another provider for your website or hosting needs, then you should enter the name servers of such provider when you choose your domain name settings. This will direct your domain name away from GoDaddy's name servers. If you are an existing GoDaddy customer and have already set up a customer profile designating your domain name settings for new domain name registrations, you will not need to complete this step again during the checkout process.

GoDaddy's Default Settings. If you do not direct your domain name away from GoDaddy's name servers as described above, GoDaddy will direct your domain name to a "Parked Page" ("Default Setting"). You acknowledge and agree that GoDaddy has the right to set the Default Setting.

Parked Page Default Setting. GoDaddy's Parked Page service is an online domain monetization system designed to generate revenue (through the use of pay per click advertising) from domain names that are not actively being used as websites. If your domain name is directed to a Parked Page, you acknowledge and agree that GoDaddy may display both (a) in-house advertising (which includes links to GoDaddy products and services) and (b) third-party advertising (which includes links to third-party products and services) on your Parked Page through the use of pop-up or pop-under browser windows, banner advertisements, audio or video streams, or any other advertising means, and we may aggregate for our own use, related usage data by means of cookies and other similar means. In addition, you acknowledge and agree that all in-house and third-party advertising will be selected by GoDaddy and its advertising partners, as appropriate, and you will not be permitted to customize the advertising, or entitled to any compensation in exchange therefor. Please note that the third-party advertising displayed on GoDaddy's Parked Pages may contain content offensive to you, including but not limited to links to adult content. GoDaddy makes no effort to edit, control, monitor, or restrict the content and third-party advertising displayed on GoDaddy's Parked Pages, and expressly disclaims any liability or responsibility to you or any third party in connection therewith.

Changing GoDaddy's Default Settings. You may change GoDaddy's Default Settings at any time during the term of your domain name registration.

- i. Content Displaying On Your Parked Page. You can not modify the content displaying on your Parked Page. You may select one of the other options listed below.
- ii. Participating In Domain Name Monetization. If you wish to participate in the domain monetization potential presented by GoDaddy's Parked Page service, please review and consider purchasing our CashParking® service.
- iii. No Content. If the options listed above are not acceptable to you and you would prefer that no content display on your domain name, please contact customer support.

Return To Parked Page Default Setting Upon Domain Name Expiration. Upon domain name expiration, and regardless of how you use your domain name during the term of your domain name registration, your domain name will automatically return to the Parked Page Default Setting described above. As used in this paragraph, "expiration" is deemed to include any "renewal period" or "redemption period" immediately after the domain name expires, but before the domain name is returned to the registry. Once your domain name has returned to the Parked Page Default Setting described above, the only way to opt out of the Parked Page service is to renew, redeem, or re-register your domain name in accordance with Section 2(B), Domain Name Renewal Terms, of this Agreement.

10. DOMAIN ADD-ONS

Business Registration: Business registration allows You to display additional information about the business that is the basis of Your domain name, including, but not limited to, such information as Your fax number, street address, and hours of operation.

Certified Domains. The certified domain service generally allow You to: (i) put a Certified Domain Validation seal on Your website; and (ii) have Your domain name listed as "Certified", in WHOIS lookups on our website.

The Certified Domain Validation seal renews independently of Your domain. When You renew Your domain, You must also, when necessary, separately renew Your Certified Validation seal. However, the Certified Domain Validation seal can be cancelled independently of Your domain. If the domain is cancelled, the Certified Domain associated with the cancelled domain will automatically cancel. The Certified Domain seal is a trademark and is protected by copyright, trademark and other intellectual property laws. You may use the Certified Domain seal only in conjunction with the purchase of the Services set forth in the Agreement, and subject to the terms and conditions hereof. Other than provided for in this Agreement, You may not otherwise use, reproduce, or modify the mark for any additional promotional use, without our prior written approval. Your right to the use of the Certified Domain seal is immediately terminated upon expiration or termination of this Agreement.

Expiration Consolidation. You understand and acknowledge the expiration consolidation service may only be used to consolidate the expiration of .com and .net domain names. The service may not be used to consolidate domains that are on Registrar HOLD, Registry HOLD, or pending Transfer status. You acknowledge the service may only be used to

push the expiration date of Your domains forward in time, at least one (1) month forward and no more than ten (10) years forward, and then, only for a period lasting less than twelve (12) months. Once the service has been used to consolidate domains, the new expiration date may not be reversed. To ensure the service is not abused or used as an alternative to renewals, you may only use the service on each domain once in any 12-month period. The service may only be used on domain names that have not passed their expiration date. In order to change the expiration date again, You will be required to renew the domain name first. You further understand and acknowledge the service may only be used to coordinate domains where we are the registrar of record. Domains not registered with us must be transferred before we can perform the Service.

Discount Domain Club. In exchange for purchasing a Discount Domain Club membership, You will be able to purchase discounted products and services from us, including discounts on selected domain registrations, one (1) free Auctions account, one (1) free CashParking account, and discounts on Domain Buy Service. You are required to keep Your membership current as long as You have free or discounted products or services that are renewed with us. If You fail to renew Your membership, without canceling Your discounted domain registration or other services, we will automatically renew Your products and services at the regular pricing in effect at the time of renewal, charging the Payment Method on file for You, and You will be unable to purchase any more discounted products or services, or use Your free accounts until the Membership Agreement fee has been paid. All membership fees are non-refundable.

Backordering/Monitoring. You agree a domain name that has expired shall be subject first to a grace period of twelve (12) days, followed by the ICANN-mandated redemption grace period of thirty (30) days. During this period of time, the current domain name registrant may renew the domain name and retain ownership. We do not guarantee your backorder will result in you obtaining the domain name and expressly reserves the right to (a) refuse additional backorders or (b) cancel existing backorders at any time for any reason. If your backorder is refused or cancelled, we agree to promptly refund any fees paid for such domain name backorder. The domain name may also be placed in a secondary market for resale through the Auctions® service. In order for the backorder request to remain effective, you must have an active Auctions membership. After your first year of Auctions membership, you agree that unless otherwise advised, we will automatically renew your Auctions membership using the payment method you have on file for so long as your backorder credit is active. You may learn more about Auctions by visiting the Auctions website. The domain name may also be subject to a drop pool process before it is available for purchasing. You understand we and our registrar affiliates use our services, including backordering. Therefore, the domain name may be registered with a different registrar, but can be managed through your account. By using the Services, you will be able to, among other things:

- i. Backorder any domain name under the top level domains .COM, .NET, .US, .BIZ, .INFO, .ORG, .MOBI. A backorder for a domain name will include the price of up to a one-year domain name registration. Should you successfully backorder any domain name, you will be subject to the terms and conditions of the Domain Name Registration and related agreements, which are incorporated herein by reference.

- ii. Change your backorder until you obtain a domain name. You will have the opportunity to change the credit to a different domain name until you successfully capture one. After three (3) years, if the credit is not used, we reserves the right to remove the credit.
- iii. Subscribe monthly to an expiring domain name list. You may also choose to purchase a subscription to a list of domain names expiring within the next five (5) days. If you subscribe to the expiring domain name list, you agree the payment method you have on file may be charged on a monthly subscription basis for the term of the Services you purchase.
- iv. Select domain names off the expiring domain name list you would like to register. Each domain name you attempt to backorder will include the price of up to a one-year domain name registration, as set forth in subsection (i) above.
- v. Monitor your currently registered domain names for changes in registrar, status, expiration date or name servers at no additional cost.
- vi. Subscribe to Domain Alert Pro which enables you to monitor any currently registered domain name, regardless of registrar, for historical tracking of status changes and designation of multiple email notification addresses.

Ownership Protection. The ownership protection service generally allow You to: (i) protect against losing a domain name; (ii) disallow the transfer of a domain name while this Service is active on that name; and (iii) receive an annual domain name report detailing the status of all domain names protected under this Service. Subject to applicable rules, domain names can be transferred from registrar to registrar and from registrant to registrant. However, the Service protects against and prevent both kinds of transfers. Once You have elected to purchase the Service for any and all domain names, the automatic renewal function will be activated for each domain name and those names will not be transferable until the renewal of the Service. Accordingly, You acknowledge and agree You have carefully considered the implications accompanying the purchase of the Service and understand the restrictions the Service will place upon Your ability to transfer any domain names for which You have purchased the Service. You further acknowledge and agree any domain name for which You have purchased the Service will not be transferable for any reason until the next regularly occurring renewal of such domain name, provided, You have previously elected to deactivate the Service for that particular domain name, which deactivation may not occur until the expiration of the current term of the Service. By way of example and not as a limitation, if You elect to purchase the Service for a domain name, which You have registered for a period of five (5) years, the Service will remain active for the same five (5) year period and You will not be able to engage in any transfer whatsoever of that domain name during such five (5) year period.

Premium Domain Names.

1. Description of Service. The Premium Domain Name service ("Service") is provided to facilitate the buying and selling of currently registered domain names. We provide a venue and a transaction facilitation process. We are not an auctioneer or an escrow agent. We are not in custody of all of the domain names listed on the web site. As result, we have no control over the

quality, safety or legality of the domain names listed. Domain names listed may be withdrawn at any time by the seller or by us. We act as a transaction facilitator to help You make and receive payments from third parties. We are not an escrow agent, rather we act as Your agent based upon Your direction and requests to use the Services that require us to perform tasks on Your behalf. We will not use Your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. You acknowledge we are not a bank and the Service is a payment processing service rather than a banking service. You further acknowledge we are not acting as a trustee, fiduciary or escrow with respect to Your funds. In all transactions, where the domain name is registered to us, domain names purchased through the Service may not be transferred away from us to another registrar for a period of sixty (60) days following the change of ownership date.

2. Your Obligations.

Listing Domain Names. You may use the Services to list domain names to which You: (i) have ownership rights for sale; and (ii) are able to transfer in accordance with Your obligations under this Agreement. By using the Services for such purposes, You represent and warrant that: (i) You have all rights, titles and interests in the domain name necessary to complete the transaction; (ii) the domain name does not infringe on the intellectual property rights of anyone else; and (iii) You have the right to transfer the domain name in accordance with Your obligations under this Agreement. You further agree the domain name is not currently or will not in the foreseeable future be associated with a Uniform Dispute Resolution Policy Dispute or other such litigation. In the event You are unable to comply or fail to comply with Your obligations under this Agreement, we expressly reserves the right to delist any or all of Your domain names immediately upon becoming aware of Your failure to comply. You may list Your domain name for any duration offered on the web site. You agree to pay the listing fee associated with the duration period You choose at the time of the listing. You may choose to supplement the listing with various additional services provided, if any. By using the additional services, You agree to pay any additional charges we may associate with the additional services. We reserve the right to modify its pricing structure at any time. If You find a Buyer using the Services, the transaction must be completed within the Services. For each transaction completed within the Services, You agree to pay us a transaction fee according to the fee schedule published on the site . Such transaction fee will be payable directly to us. You agree You will not sell the domain name to any Buyer found through the Services without using the Services to complete the transaction. Should we find You are circumventing the Services, we reserve the right to terminate Your account and cancel all of Your listings. In the event that you update your sale price, you acknowledge and agree that it may take up to 24 hours to update the price shown to buyers. In the event your domain name sells prior to the price being updated on the website, you agree that the price listed will be enforced.

Purchasing Domain Names. As a Buyer, You are obligated to complete the transaction if You purchase the domain name. You acknowledge that some listed domain names may be subject to an additional registration fee. For those domain names, the registration fee will be added to the price to form the purchase price. You agree that by completing the transaction, You are responsible for payment of the registration fee. By initiating and sending

payments through the Service, You appoint us as Your agent to obtain the funds on Your behalf and transfer them to the recipient You designate. We will obtain the funds first by the Payment Method You have designated. If there are insufficient funds or invalid credit card information, we may obtain the remaining funds by charging any Payment Method You have on file. Once You send payment, we will hold those funds as Your agent for a prescribed period of time based on the type of transaction, at which time we will release the funds to the Seller. At no time will You be able to withdraw those funds or send the funds to another recipient unless the initial transaction is canceled. Should the Seller refuse payment, the funds, minus the administration fee as outlined in the pricing structure, will be returned to You. You agree that we are not responsible for payments refused by Seller.

Transfer of Ownership. We does not own all of the domain names listed on the Site and cannot guarantee immediate transfer. For domain names we do own, transfer of ownership will begin upon completion of the check out procedure. Further, the transfer by us of any domain name to a buyer is done without warranty and we expressly waive any and all warranties or representations that a domain name does not infringe upon the intellectual rights of a third party.

Selling Domain Names. As a Seller, You are obligated to complete the transaction if the Buyer commits to purchase the domain. By receiving payments through the Service, You appoint us as Your Agent to receive and deposit funds on Your behalf. You must, at the time of listing of Your domain name, establish a payee account. Payments for completed domain name sales will be credited to Your payee account. After a fraud holding period, if no fraud has been detected, your funds will be paid according to the payment method you select in your payee account. Typically, payments are made as follows:

Electronic (ACH) — Processed the same day and remitted within two business days, depending on your financial institution

PayPal® — Processed the same day and remitted within one business day

Good As Gold — Processed the same day and remitted within one business day

Check — Processed weekly and mailed to you within 9 business days

If you do not have a payee account, we will process payment by check by default. Beginning January 1, 2013, you will be charged a \$25.00 processing fee for all check payments. You hereby authorize us to initiate and post credit (positive) entries for payments to the payee account. You understand the amount initiated and posted to the payee account will represent payment for domain names sold using the Service, less any applicable fees and/or charge backs. You hereby authorize us to initiate and post debit (negative) entries to the payee account to reverse erroneous payments and/or make adjustments to incorrect payments. The authority granted to us by the payee account owner herein will remain in full force and effect until we have received written notification from the payee account owner that such authority has been revoked, but in any event, such writing shall be provided in such a manner as to afford us a reasonable opportunity to act on such revocation, or until we have sent notice to terminate this Agreement. In the event of a payment charge back, we will deduct the amount of the payment from Seller's payment method on file. In

the event that chargeback experience is high, as determined by us, we reserve the right to hold back twenty percent (20%) of all Seller's payments for ninety (90) days from the date the payment was to be paid.

Transfer Validation. The transfer validation service is provided to help You keep Your domain name secure. By choosing to use the service, You are making an explicit and voluntary request to us to deny all attempts to transfer Your domain name to another registrar, or to move Your domain name to another account, unless You verify each request as described herein. You will provide us with a contact name, phone number and PIN for domain transfer validations. You will be contacted by us when a domain transfer is requested for a domain name in Your account. When we receive a transfer request, we will call You to verify the transfer request. If we can not reach You with seventy-two (72) hours of receipt of the transfer request, the transfer will be denied. If You do not provide the proper PIN, the transfer will be denied. When we receive a change of account request, we will call You to verify the change request. If we can not reach You with seventy-two (72) hours of receipt of the change request, the change will be denied. If You do not provide the proper PIN, the change will be denied. Availability of Services are subject to the terms and conditions of this Agreement and each of our policies and procedures. We shall use commercially reasonable efforts to attempt to provide certain portions of the Services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement and other portions of the service, during normal business hours. You acknowledge and agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that we may undertake from time to time; or (iii) causes beyond the reasonable control of us or that are not reasonably foreseeable by us, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we has no control over the availability of the service on a continuous or uninterrupted basis.

Total/Premium DNS. Total DNS is a complete Domain Name System ("DNS") tool that allows you to manage your DNS and keep your website and web-based applications available and performing reliably. The service is provided "as is", "as available", and "with all faults", and we assume no liability or responsibility regarding the same.

In addition, you specifically acknowledge and agree that we shall have no liability or responsibility for any:

- i. Service interruptions caused by periodic maintenance, repairs or replacements of the Global Nameserver Infrastructure (defined below) that we may undertake from time to time;
- ii. Service interruptions caused by you from custom scripting, coding, programming or configurations;
- iii. Service interruptions caused by you from the installation of third-party applications;
- iv. Service interruptions that do not prevent visitors from accessing your website, but merely affect your ability to make changes to your website, including but not limited to, changes via mechanisms such as file transfer protocol ("FTP") and email; or

- v. Service interruptions beyond the reasonable control of us or that are not reasonably foreseeable by us, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Subject to the provisions of Force Majeure below, we offer a service uptime guarantee ("Service Uptime Guarantee") for paid services of 99.999% availability (defined below). You shall receive service credits for any Outage (defined below) of the service covered by the Service Uptime Guarantee. The service credits shall be applied as extensions to the terms of the affected Service. The Service Uptime Guarantee shall become effective fourteen (14) days after your purchase of the Service covered by the Service Uptime Guarantee to allow both parties time to properly configure and test the Service.

Definitions. For the purposes of the Service Uptime Guarantee, the following definitions shall apply:

- i. "Global Nameserver Infrastructure": The group of systems (servers, hardware, and associated software) that are responsible for delivering the Services. The Global Nameserver Infrastructure does not include web-based user interfaces, zone transfer mechanisms, update systems, or other customer-accessible data access or manipulation methods.
- ii. "99.999% availability": A guarantee that the Global Nameserver Infrastructure shall be available to respond to DNS queries 99.999% of the time.
- iii. "Outage": A period in which the Global Nameserver Infrastructure did not maintain 99.999% availability.

Exclusions. For the purposes of the Service Uptime Guarantee, downtime due to the following events shall not be considered an Outage:

- i. Service interruptions caused by "Regularly Scheduled Maintenance", which shall be defined as any maintenance performed on the Global Nameserver Infrastructure of which customer is notified twenty-four (24) hours in advance. Email notice of Regularly Scheduled Maintenance shall be provided to customer's designated email address;
- ii. Service interruptions caused by you from custom scripting, coding, programming or configurations;
- iii. Service interruptions caused by you from the installation of third-party applications;
- iv. Service interruptions that do not prevent visitors from accessing your website, but merely affect your ability to make changes to your website, including but not limited to, changes via mechanisms such as file transfer protocol ("FTP") and email; or
- v. Service interruptions beyond the reasonable control of us or that are not reasonably foreseeable by us, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

We, in our sole and absolute discretion, shall determine whether an event shall be considered an Outage.

Remedies. For the purposes of the Service Uptime Guarantee, when the customer becomes aware of an Outage, the customer shall open a ticket with our technical support services within five (5) calendar days of the Outage. If we determine that an Outage did occur, then the customer shall receive a service credit in the amount of two (2) months for any affected Services. The service credit shall be applied as an extension to the term of the affected Services. A customer's Account shall not be credited more than once per month under the Service Uptime Guarantee.

To qualify for a service credit, you must have a current and valid subscription to the Services affected, and must have an Account in good standing with us. Service credits will not apply to any charges or Services other than the Services for which the Service Uptime Guarantee was not met. Customers with subscriptions for more than one Service will not receive credits for unaffected Services. The remedies set forth herein shall be the sole and exclusive remedies if we do not meet the Service Uptime Guarantee.

In the event either party is unable to carry out its material obligations under this Agreement by reason of Force Majeure those obligations will be suspended during the continuance of the Force Majeure, provided the cause of the Force Majeure is remedied as quickly as practicable. The term "Force Majeure" means any event caused by occurrences beyond a party's reasonable control, including, but not limited to, acts of God, fire or flood, war, terrorism, governmental regulations, policies or actions enacted or taken subsequent to execution of this Agreement, or any labor, telecommunications or other utility shortage, outage or curtailment.

If your Services include Domain Name System Security Extensions ("DNSSEC"), you will be able to secure your domain names with DNSSEC. DNSSEC is designed to protect you from forged DNS data so "hackers" cannot direct visitors to your website to a forged site.

DNSSEC works by using public key cryptography. You acknowledge and agree that if the keys do not match, a visitor's lookup of your website may fail (and result in a "website not found" error) and we assume no liability or responsibility regarding the same. In addition, DNSSEC responses are authenticated, but not encrypted. You acknowledge and agree that DNSSEC does not provide confidentiality of data, and we assume no liability or responsibility regarding the same.

We prohibit the running of a public recursive DNS service on any server. All recursive DNS servers must be secured to allow only internal network access or a limited set of IP addresses. We actively scan for the presence of public recursive DNS services and reserves the right to remove any servers from the network that violate this restriction.

11. PRE-REGISTRATIONS

If you submit an application for pre-registration of a domain name, GoDaddy does not guarantee that the name will be secured for you, or that you will have immediate access to the domain name if secured. GoDaddy may use third-party service providers for the pre-registration services.

12. PROVISIONS SPECIFIC TO ALL REGISTRATIONS

We may offer some or all of the following domain names. You agree to be bound by the rules, policies and agreements of each Registry from which you purchase a domain name registration, which may include, but is not limited to, Top Level Domain Registries and Second Level Domain Registrations. You further agree to comply with the ICANN requirements, standards, policies, procedures, and practices for which each applicable Registry Operator has monitoring responsibility in accordance with the Registry Agreement between ICANN and itself or any other arrangement with ICANN. You further agree to comply with any operational standards, policies, procedures, and practices for the each Registry TLD established from time to time by the applicable Registry Operators in a non-arbitrary manner, which shall be effective upon posting on this Site.

13. PROVISIONS SPECIFIC TO AFILIAS REGISTRATIONS: .BLUE; .BLACK; .GLOBAL; .GREEN; .HIV; .KIM; .LGBT; .ONL; .PINK; .POKER; .RED; .RICH; .SHIKSHA; .VOTE; .VOTO; .XN-6FRZ82G

You agree to comply with Registry's policies, including all applicable public interest commitments, community registration policies and Government Advisory Committee safeguards, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the your domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

Mandated certain additional safeguards for the .poker top-level domain (the "Highly-Regulated TLD"):

For the Highly-Regulated TLD you agree to comply with the following: (a) comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures; (b) if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law; (c) you will provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or Industry self-regulatory, bodies in their main place of business.

14. PROVISIONS SPECIFIC TO .BERLIN REGISTRATIONS

You agree to comply with Registry's Registration guidelines and policies located here, as they may be instituted or updated from time to time and

published on the Registry website specific to the Registry TLD, which are hereby incorporated by reference.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the your domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

15. PROVISIONS SPECIFIC TO .BEST REGISTRATIONS

You agree to comply with Registry's Registration guidelines and policies located here, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD, which are hereby incorporated by reference.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the your domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

16. PROVISIONS SPECIFIC TO .BIZ REGISTRATIONS

Restrictions. Registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of these restrictions, "bona fide business or commercial use" means the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS (i) to exchange goods, services, or property of any kind; (ii) in the ordinary course of trade or business; or (iii) to facilitate the exchange of goods, services, information, or property of any kind or the ordinary course of trade or business. Registering a domain name solely for the purposes of selling, trading or leasing the domain name for compensation, or for the unsolicited offering to sell, trade or lease the domain name for compensation does not constitute a "bona fide business or commercial use" of that domain name.

Eligibility Requirements. As a .BIZ domain name registrant, you hereby certify to the best of your knowledge that (i) the registered domain name will be used primarily for bona fide business or commercial purposes and not exclusively for personal use or solely for the purposes of selling, trading or leasing the domain name for compensation or the unsolicited offering to sell, trade or lease the domain name for compensation; (ii) the domain

name registrant has the authority to enter into this registration agreement; and (iii) the registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

Domain Name Dispute Policy. If you reserved or registered a .BIZ domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- i. Uniform Domain Name Dispute Resolution Policy; and
- ii. Restrictions Dispute Resolution Policy.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case basis by an independent ICANN-accredited dispute provider. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

Domain Name Dispute Policy Modifications. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our website at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you cancel or terminate your Services with us.

Domain Name Disputes. You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

Reservation of Rights. We and the .BIZ Registry Operator, NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of us and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. We and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

Indemnification. You agree to indemnify, defend and hold harmless us and the .BIZ Registry Operator, NeuLevel, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of the registration agreement.

One Year Registration. If you are registering a .BIZ domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .BIZ domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .BIZ domain name during the first year, you will automatically be charged the second year renewal fees.

17. PROVISIONS SPECIFIC TO .BUILD REGISTRATIONS

You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Start-Up Policies, and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.

Submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .BUILD Registry.

Notwithstanding anything in this Agreement to the contrary, Plan Bee, LLC, the Registry Operator of the .BUILD TLD, is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of Plan Bee, LLC have vested and that Plan Bee, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a

registrar for the .BUILD TLD. Additionally, the third party beneficiary rights of Plan Bee, LLC shall survive any termination of this Agreement.

18. PROVISIONS SPECIFIC TO .BUZZ REGISTRATIONS

You agree to comply with Registry's Acceptable Use policies and Terms of Service, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the your domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

19. PROVISIONS SPECIFIC TO CENTRALNIC REGISTRATIONS: .BAR; .CAPITAL; .CRICKET; .DESIGN; .ENGINEERING; .EXCHANGE; .GRIPE; .INK; .PARTY; .REST; .SCIENCE; .SPACE .WIKI; .XYZ

You agree to comply with the following requirements: a) ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance; and b) operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry Operator, CentralNic and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

20. PROVISIONS SPECIFIC TO .CEO REGISTRATIONS

You agree to comply with Registry's Registration guidelines and policies located here, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD, which are hereby incorporated by reference.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the your domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or

expiration of the registration agreement.

21. PROVISIONS SPECIFIC TO .COM REGISTRATIONS

You agree to indemnify, defend and hold harmless the .COM Registry Operator, VeriSign, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

22. PROVISIONS SPECIFIC TO .CLUB REGISTRATIONS

You agree to comply with the Registry's Acceptable Use policy and Terms and Service, available here, which are hereby incorporated by reference, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name.

You will (within thirty (30) days of demand) indemnify, defend and hold harmless the Registry Operator, Registry Service Provider, Registrar and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to your domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's or Registry Operator's prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of the Agreement for any reason.

23. PROVISIONS SPECIFIC TO .CYMRU AND .WALES REGISTRATIONS

You agree to comply with the Registry's Acceptable Use policy and Terms and Conditions, available here, which are hereby incorporated by reference, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name.

You will indemnify, defend and hold harmless the Registry Operator and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation shall survive the termination or expiration of the Agreement for any reason.

24. PROVISIONS SPECIFIC TO .DESI REGISTRATIONS

You acknowledge and agree that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name (s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (2) to correct mistakes made by Registry or any

registrar in connection with a domain name registration, (3) for breach of the registration agreement, or (4) if required by a URS, UDRP, DRS, or CRS proceeding; or (5) for the nonpayment of fees to Registry.

You will indemnify, defend and hold harmless the Registry and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, your domain name registration and use of the domain name and/or any associated service, activity or content. This indemnification obligation shall survive the termination or expiration of the Agreement for any reason.

25. PROVISIONS SPECIFIC TO ALL DONUTS TLD REGISTRATIONS: .academy; .accountants; .agency; .apartments; .associates; .bargains; .bike; .bingo; .boutique; .builders; .business; .cab; .camera; .camp; .capital; .cards; .cafe; .care; .careers; .cash; .casino; .catering; .center; .chat; .cheap; .church; .city; .claims; .cleaning; .clinic; .clothing; .coach; .codes; .coffee; .community; .company; .computer; .condos; .construction; .contractors; .cool; .credit; .creditcard; .cruises; .dating; .deals; .delivery; .dental; .diamonds; .digital; .direct.; .directory; .discount; .domains; .education; .email; .energy; .engineering; .enterprises; .estate; .equipment; .events; .exchange; .expert; .exposed; .express; .fail; .farm; .finance; .financial; .fish; .fitness; .flights; .florist; .football; .foundation; .fund; .furniture; .gallery; .gift; .glass; .gold; .golf; .graphics; .gratis; .gripe; .guide; .guru; .haus; .healthcare; .holdings; .holiday; .house; .immo; .industries; .institute; .insure; .international; .investments; .kitchen; .land; .lease; .legal; .life; .lighting; .limited; .limo; .loans; .maison; .management; .marketing; .media; .memorial; .money; .network; .partners; .parts; .photography; .photos; .pictures; .pizza; .place; .plumbing; .plus; .productions; .properties; .recipes; .reisen; .rentals; .restaurant; .repair; .report; .sarl; .school; .schule; .services; .shoes; .singles; .style; .solar; .solutions; .supplies; .supply; .support; .surgery; .systems; .tax; .technology; .tennis; .tienda; .tips; .tires; .today; .tools; .tours; .town; .toys; .training; .university; .vacations; .ventures; .viajes; .villas; .vision; .voyage; .watch; .works; .world; .wtf; .zone

You shall, within thirty days of demand, indemnify, defend and hold harmless the Registry, Donuts' service providers, Registrar and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to your domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without our prior written consent, which consent shall not be unreasonably withheld. This indemnification obligation shall survive the termination or expiration of the Agreement for any reason.

You will direct any disputes relating to the use of domain names to ICANN's Uniform Rapid Suspension System or Uniform Domain Name Dispute Resolution Policy, both as applied and amended at

<http://newgtlds.icann.org/en/applicants/urs> and
<http://www.icann.org/en/help/dndr/udrp>, respectively.

You acknowledge and agree that domain names are variably priced in the Donuts TLDs (i.e., some are Standard Names and others Premium Names), as described in the Registry Terms & Conditions.

You acknowledge and agree that the Donuts TLDs will have non-uniform renewal registration pricing such that the Fee for a domain name registration renewal may differ from other domain names in the same or other Donuts TLDs (e.g., renewal registration Fee is different for different domain names).

Mandated certain additional safeguards for the following top-level domains: .games, .juegos, .school, .schule, .toys, .eco, .care, .diet, .fitness, .health, .clinic, .dental, .healthcare, .capital, .cash, .broker, .claims, .exchange, .finance, .financial, .fund, .investments, .lease, .loans, .market, .money, .trading, .credit, .insure, .tax, mortgage, .degree, .mba, .audio, .book, .broadway, .film, .movie, .music, .software, .fashion, .video, .app, .art, .band, .cloud, .data, .digital, .fan, .free, .gratis, .discount, .sale, .media, .news, .online, .pictures, .radio, .show, .theater, .tours, .accountants, .architect, .associates, .broker, .legal, .realty, .vet, .engineering, .law, .limited, .town, .city, and .reisen (collectively, the "Regulated TLDs")

For Regulated TLDs you agree to comply with the following: (a) comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures; (b) if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

Mandated certain additional safeguards for the following top-level domains: .surgery, .dentist, .hospital, .medical, .doctor, .creditcard, .insurance, .bet, .bingo, .poker, .casino, .charity, .university, .attorney, .cpa, .lawyer, .corp, .gmbh, .inc, .llc, .ltd, .sarl, .fail, .gripe, .sucks, and .wtf (collectively, the "Highly-Regulated TLDs")

In addition to the requirement for Regulated TLDs, you agree to comply with the following: (a) you will provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or Industry self-regulatory, bodies in their main place of business; (b) you represent that you possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-regulated TLD; and (c) you will report any material changes to the validity of you authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly-regulated TLD to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct your activities in the interests of the consumers they serve.

**26. PROVISIONS SPECIFIC TO FAMOUS FOUR
TLD REGISTRATIONS: .BID; .CRICKET; .PARTY; .SCIENCE;
.TRADE**

You agree to comply with the Registry's Acceptable Use policy and Terms and Service, available here, which are hereby incorporated by reference, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name.

You will indemnify, defend and hold harmless the Registry Operator, and its subcontractors (including the registry back-end services provider) and their respective directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to your domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's or Registry Operator's prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of the Agreement for any reason.

27. PROVISIONS SPECIFIC TO GMO REGISTRY REGISTRATIONS: .NAGOYA; .RYUKYU; .TOKYO; .YOKOHAMA

You agree to comply with Registry's Acceptable Use policies and Registration Policies, if any, as they may be instituted or updated from time to time and published on the Registry website located here, and incorporated herein by reference.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

28. PROVISIONS SPECIFIC TO ALL ICM REGISTRATIONS: .ADULT, .PORN, .XXX

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, eligibility requirements, policies and agreements, and any and all updates, revisions and modifications thereto, of ICM Registry, which are set forth on its website at www.icmregistry.com and are hereby incorporated by reference. You further acknowledge having read and understood and agree to be bound by the terms and conditions of the Registry Operator's Registry-Registrant Agreement, which are incorporated herein.

You agree to indemnify, defend, and hold harmless Registry and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This obligation shall survive termination or expiration of this Agreement.

Membership ID. Please be aware that the Registry does not validate that the membership identification number ("Membership ID") associated with an individual .XXX TLD is the correct Membership ID for such individual .XXX TLD; only that it is a valid Membership ID for any .XXX TLD. As a registrant of an .XXX TLD, you are solely responsible for keeping your Membership ID secure and for any activity that occurs on your account, whether authorized by you or not.

29. PROVISIONS SPECIFIC TO .INFO REGISTRATIONS

Acknowledgements. You acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the .INFO Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) acknowledge that the Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period including, without limitation, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute over a Sunrise Registration.

Indemnification. You agree to indemnify, defend and hold harmless the .INFO Registry Operator, Afiliias Limited, and its subcontractors, shareholders, directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.

Reservation of Rights. We and the .INFO Registry Operator expressly reserve the right to deny, cancel or transfer any registration, or place any domain name on registry lock, hold or similar status, that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, per the terms of the registration agreement, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

One Year Registration. If you are registering a .INFO domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .INFO domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .INFO

domain name during the first year, you will automatically be charged the second year renewal fees.

30. PROVISIONS SPECIFIC TO .JOBS REGISTRATIONS

Acknowledgements. You acknowledge and agree (i) to provide information regarding membership in a Human Resource Association, and the identity of any such association; (ii) to provide the URL of your existing company website; (iii) that you have read, understood and agree to be bound by the .JOBS Registry-Registrant Agreement (which is incorporated herein) as amended from time to time, the registrant eligibility requirements and the use restrictions; (iv) to abide by the SHRM Code of Ethics (which is incorporated herein); and (v) that the Registry Operator is an intended third-party beneficiary of this Agreement, with a right to enforce the terms and provisions contained herein.

Indemnification. You agree to indemnify, defend and hold harmless the .JOBS Registry Operator and its subcontractors, shareholders, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation shall survive the termination or expiration of this Agreement.

Reservation of Rights. We and the .JOBS Registry Operator expressly reserve the right to revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of a Registered Name Holder, without any notice thereto, in the event of non-compliance by the Registered Name Holder with any provision of this Agreement, the Registry-Registrant Agreement, the registrant eligibility requirements and the use restrictions including, but not limited to, submission or use of untruthful, incomplete or fraudulent registration information during the application process or subsequently thereto.

31. PROVISIONS SPECIFIC TO .LTDA REGISTRATIONS

You agree to be bound by the Registry policies located here. You agree to indemnify, defend and hold harmless the Registry and its subcontractors, and its and their directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, your domain name registration. This obligation shall survive expiration or termination of this Agreement.

32. PROVISIONS SPECIFIC TO .LUXURY REGISTRATIONS

You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Start-Up Policies, and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.

Submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name intellectual

property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .LUXURY Registry.

Notwithstanding anything in this Agreement to the contrary, Luxury Partners, LLC, the Registry Operator of the .LUXURY TLD, is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of Luxury Partners, LLC have vested and that Luxury Partners, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the .LUXURY TLD. Additionally, the third party beneficiary rights of Luxury Partners, LLC shall survive any termination of this Agreement.

33. PROVISIONS SPECIFIC TO .MOBI REGISTRATIONS

Acknowledgements. You acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) that the Registry Operator and the Registry Service Provider will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the limited industry launch, Sunrise Period, Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute made during the limited industry launch or over a Sunrise Registration.

You further acknowledge and agree that you shall comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide, which is hereby incorporated by reference. You consent to the monitoring of your website for compliance with the Style Guide, and acknowledge that the Style Guide is subject to modification by the dotmobi registry, and you acknowledge and agree that you will comply with any such changes in the time allotted.

Indemnification. You agree to indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration and or use. You also agree to indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration and or use. Both of these indemnification requirements shall survive the termination or expiration of this Agreement.

Reservation of Rights. We, the .MOBI Registry Operator and the Registry Services Provider, acting in consent with the Registry, expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the

registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors, representatives, employees and stockholders, for violations of the terms and conditions herein, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

Third Party Beneficiary. Notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .MOBI TLD, is and shall be an intended third-party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third-party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third-party beneficiary rights under this Agreement in agreeing to us being a registrar for the .MOBI top level domain. Additionally, the third-party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement.

Instant Mobilizer. You are hereby granted a personal, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable license to use the Instant Mobilizer service ("Service"), provided, however, You abide by the terms and conditions set forth. You shall not alter, modify, adapt or translate the whole or part of the Service in any way whatsoever. You may not create derivative works based on the Service. You may not rent, lease, assign, dispose of, novate, sub-license or otherwise transfer any of its rights to use the Service to any third party. In the event that the volume of traffic to You from Your use of the Service is sufficient so as to jeopardize the provision of Service for other end users, we and our licensors reserve the right to, at its sole discretion, permanently or temporarily, discontinue Your use of the Service. For the avoidance of doubt, the volume of traffic generated by You should not exceed two thousand (2,000) page views per day. You acknowledge and agree the text "Instant Mobilizer from dotMobi" or equivalent, will be inserted at the footer of Your site. In the event a dotMobi domain to which the Service is being provided is transferred to another domain name registrar, the Service will be interrupted on that dotMobi domain, and Service will not be restored if the new registrar does not offer the Service.

34. PROVISIONS SPECIFIC TO .MENU REGISTRATIONS

You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Start-Up Policies, and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.

Submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .MENU Registry.

Notwithstanding anything in this Agreement to the contrary, Wedding TLD2, LLC, the Registry Operator of the .MENU TLD, is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of Wedding TLD2, LLC have vested and that Wedding TLD2, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the .MENU TLD. Additionally, the third party beneficiary rights of Wedding TLD2, LLC shall survive any termination of this Agreement.

**35. PROVISIONS SPECIFIC TO MINDS AND MACHINES TLDS:
.CASA; .FASHION; .FIT; .GARDEN; .LONDON; .NRW;
.WEDDING; .WORK; .YOGA REGISTRATIONS**

You agree to be bound by the Registry policies located here. You agree to indemnify, defend and hold harmless the Registry and its subcontractors, and its and their directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, your domain name registration. This obligation shall survive expiration or termination of this Agreement.

Mandatory certain additional safeguards for the following top-level domains:
.FASHION, .FIT (collectively, the "Regulated TLDs")

For Regulated TLDs you agree to comply with the following: (a) comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures; (b) if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

36. PROVISIONS SPECIFIC TO .MOE REGISTRATIONS

You agree to comply with policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry Operator, and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

37. PROVISIONS SPECIFIC TO .NAME REGISTRATIONS

Eligibility Requirements. As a .NAME domain name registrant, you hereby certify to the best of your knowledge that the name you are registering is your legal, personal name, or that you own the intellectual property rights to that name. If at any time it is discovered that it is not your legal personal name, or your intellectual property, the .NAME Registry Operator, Global Name Registry (GNR) and us reserve the right to cancel your registration without refund, or transfer it to another party. In addition to the above, you

agree to be bound by the provisions of the Eligibility Requirements Dispute Resolution Policy, which is incorporated herein.

Acknowledgements. You acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) acknowledge that the Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period including, without limitation, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute over a Sunrise Registration.

Indemnification. You agree to indemnify, defend and hold harmless GNR and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.

Reservation of Rights. We and the Registry Operator expressly reserve the right to deny, cancel or transfer any registration or transaction, or place any registered domain name on registry lock, hold or similar status, or additionally for SLD email forwarding implement throttling/blocking and/or size limitations, that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors, and employees, per the terms of this Agreement, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

Defensive Registration. A Defensive Registration is a registration designed for the protection of trademarks and service marks and may be granted to prevent a third party from registering a variation of a trademark or the exact trademark. If the name you wish to register is subject to a Defensive Registration, you have three (3) options: (i) you may register a variation of the name, (ii) you may challenge the Defensive Registration under the Eligibility Requirements Dispute Resolution Policy, or (iii) you may request Consent from the Defensive Registrant. You can request Consent by contacting the Defensive Registrant listed in the GNR Whois database and requesting consent to register the .NAME domain name. If the Defensive Registrant grants consent, they must confirm in writing that they grant consent. If the Defensive Registrant does not grant consent, you may wish to challenge the Defensive Registration under the ERDRP.

Acceptable Use Policy. You agree to be bound by the .NAME Acceptable Use Policy, which is hereby incorporated by reference. Among other limitations, this policy prohibits you from using your .NAME Email to engage

in Spamming activities. You will be limited to a maximum of five hundred (500) messages sent from your .NAME at a time.

38. PROVISIONS SPECIFIC TO .NET REGISTRATIONS

You agree to indemnify, defend and hold harmless the .NET Registry Operator, VeriSign, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

39. PROVISIONS SPECIFIC TO .ORG REGISTRATIONS

Acknowledgements. You acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) acknowledge that the Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period including, without limitation, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute over a Sunrise Registration.

Indemnification. You agree to indemnify, defend and hold harmless the .ORG Registry Operator, Public Interest Registry, and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.

Reservation of Rights. We and the Registry Operator expressly reserve the right to deny, cancel or transfer any registration or transaction, or place any registered domain name on registry lock, hold or similar status, that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors, and employees, per the terms of this Agreement, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to place on registry lock, hold or similar status a domain name during resolution of a dispute.

40. PROVISIONS SPECIFIC TO .PARIS REGISTRATIONS

You acknowledge and agree that you are fully responsible for the registration and use of the registered .PARIS name.

You will indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry, its directors, officers, employees and agents from and against any claim, damages, liabilities, costs and expenses

arising from or relating to the registration and/or use of your .PARIS domain name.

41. PROVISIONS SPECIFIC TO .QPON:

You agree to comply with policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry Operator, and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

42. PROVISIONS SPECIFIC TO .QUEBEC:

You agree to comply with policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator, located here, and hereby incorporated by reference, and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry Operator, and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

You acknowledge having read and understood and agrees to be bound by the terms and conditions of the CentralNic Dispute Resolution Policy, available at <http://www.centralnic.com/support/dispute>

43. PROVISIONS SPECIFIC TO ALL RADIX TLD REGISTRATIONS: .HOST; .PRESS; .SITE; .SPACE; .TECH; .WEBSITE

You agree to comply with the following requirements: a) ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance; and b) operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry Operator, CentralNic and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

44. PROVISIONS SPECIFIC TO ALL STARTING DOT TLD REGISTRATIONS: .ARCHI; .BIO

You agree to comply with the following requirements: a) ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance; and b) operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry Operator and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

By registering this domain name, you certify that the registrant of this domain is an individual professional architect (or an architecture firm) registered as a member of a national architects association authorized by the registry operator, or an architecture-related organization authorized by the registry operator.

45. PROVISIONS SPECIFIC TO ALL TOP LEVEL DOMAIN HOLDINGS REGISTRATIONS: .BEERS; .COOKING; .COUNTRY; .FISHING; .HORSE; .KIWI; .RODEO; .SURF; .VODKA

You agree to comply with the following requirements: a) ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance; and b) operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

46. PROVISIONS SPECIFIC TO ALL UNIREGISTRY REGISTRATIONS: .AUDIO; .BLACKFRIDAY; .CHRISTMAS; .CLICK; .DIET; .FLOWERS; .GIFT; .GUITARS; .HELP; .HIPHOP; .HOSTING; .JUEGOS; .LINK; .PICS; .PROPERTY; .SEXY; .TATOO;

You acknowledge and agree that all registered domain names allocated during any Sunrise Period are non-transferable for the first ten (10) years after registration.

You agree to comply with the following requirements: a) ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance; and b) operational standards, policies, procedures, and practices for the Registry TLD established from time to

time by Registry and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

You shall not permit content unsuitable for viewing by a minor to be viewed from the main or top-level directory of a .SEXY domain name. For purposes of clarity, content viewed at the main or top-level directory of a .SEXY domain name is the content immediately visible if a user navigates to <http://example.sexy> or <http://www.example.sexy>. No restrictions apply to the content at any other page or subdirectory addressed by a .SEXY Registered Name.

47. PROVISIONS SPECIFIC TO ALL UNITED TLD REGISTRATIONS: .ACTOR; .AIRFORCE; .ARMY; .ATTORNEY; .AUCTION; .BAND; .CONSULTING; .DANCE; .DEGREE; .DEMOCRAT; .DENTIST; .ENGINEER; .FORSALE; .FUTBOL; .GIVES; .HAUS; .IMMOBILIEN; .KAUFEN; .MARKET; .MODA; .MORTGAGE; .NAVY; .NINJA; .PUB; .REHAB; .REPUBLICAN; .REVIEWS; .RIP; .ROCKS; .SALE; .SOCIAL; .SOFTWARE; .VET; .VIDEO

You agree to comply with the Registration Terms and Conditions, available here, which are hereby incorporated by reference, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name.

You will (within thirty (30) days of demand) indemnify, defend and hold harmless UTLDH (by express reference), Registrar and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to the Registrant's domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's or UTLDH's prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of the Agreement for any reason.

Mandated certain additional safeguards for the following top-level domains: .degree; .engineer; .gives; .market; .mortgage; .rehab; .sale; .software; .vet; .video (collectively, the "Regulated TLDs"):

For Regulated TLDs you agree to comply with the following: (a) comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures; (b) if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security

measures commensurate with the offering of those services, as defined by applicable law.

You agree to comply with the Registry's Registration Terms and Conditions, located here, which are hereby incorporated by reference.

Mandated certain additional safeguards for the following top-level domains: .attorney; .dentist; .lawyer (collectively, the "Highly-regulated TLDs")

In addition to the requirement for Regulated TLDs, you agree to comply with the following: (a) you will provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business; (b) you represent that you possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-regulated TLD; and (c) you will report any material changes to the validity of your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly-regulated TLD to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct your activities in the interests of the consumers they serve.

Mandated certain additional safeguards for the following top-level domains: .airforce; .army; .navy (collectively, the "Military TLDs")

In addition to the requirement for Regulated TLDs, you agree not to misrepresent or otherwise imply that you are affiliated with or are sponsored by any national or international military body if you are not, in fact, affiliated.

48. PROVISIONS SPECIFIC TO .UNO REGISTRATIONS

You agree to comply with Registry's Acceptable Use policies and Terms of Service, if any, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with your domain name registration. This indemnification obligation survives the termination or expiration of the Agreement.

49. PROVISIONS SPECIFIC TO .US REGISTRATIONS

Eligibility Requirements. As a .US domain name registrant, you hereby certify to the best of your knowledge that you meet all of the .US Nexus Requirements, which provide that registrants must be either (i) a natural person (a) who is a United States citizen, (b) who is a permanent resident of the United States or any of its possessions or territories, or (c) whose primary place of domicile is in the United States of America or any of its possessions; or (ii) an entity or organization that is (a) incorporated within

one of the fifty United States, the district of Columbia, or any of the United States' possessions or territories or (b) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories; or (iii) a foreign entity or organization that has a bona fide presence in the United States of America or any of its possession or territories.

Acknowledgements. You acknowledge and agree that we have requested specific information regarding how the Registrant meets the Nexus Requirements and that Registrant has willingly volunteered such information. Registrant understands and agrees that such information will be verified and will be shared with the .US Registry. You further acknowledge and agree that if such information cannot be verified, or if Registrant fails to continue to abide by the Nexus Requirements, the registered domain name shall be subject to immediate cancellation.

Indemnification. You agree to indemnify, defend and hold harmless the .US Registry Operator, NeuStar, and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's domain name registration and use of any registered domain name. This indemnification requirement shall survive the termination or expiration of this Agreement.

.US Restrictions. The name servers listed for all .US domain names must be based within the United States of America or any of its possessions or territories. Further, you acknowledge and agree that you are not permitted to purchase private or proxy .US registrations. You shall register for any and all .US registrations using your personal information, which information you represent and warrant is current, accurate and complete.

One Year Registration. If you are registering a .US domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .US domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .US domain name during the first year, you will automatically be charged the second year renewal fees.

50. PROVISIONS SPECIFIC TO .VEGAS REGISTRATIONS

You agree to comply with policies, located here, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether

known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

51. PROVISIONS SPECIFIC TO .VOTING REGISTRATIONS:

You will comply with each of the following: (a) ICANN standards, policies, procedures, and practices for which VOTING-Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and (b) Operational standards, policies, procedures, and practices for the .VOTING TLD established from time to time by VOTING-Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of VOTING-Registry, and consistent with VOTING-Registry's Registry Agreement with ICANN, as applicable, upon VOTING-Registry's notification to Registrar of the establishment of those terms and conditions. Such operational standards, policies, procedures, and practices for the .VOTING TLD are published on and shall be downloaded from the Registry's website nic.voting/policies.

52. PROVISIONS SPECIFIC TO .WS REGISTRATIONS

You agree to indemnify, defend and hold harmless the .WS Registry Operator, Global Domains International, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

53. OTHER COUNTRY CODE TOP LEVEL DOMAINS

You represent and warrant that you meet the eligibility requirements of each ccTLD you apply for. You further agree to be bound by any registry rules, policies, and agreements for that particular ccTLD. These may include, but are not limited to, agreeing to indemnify the ccTLD provider, limiting the liability of the ccTLD provider, and requirements that any disputes be resolved under that particular country's laws.

54. PROVISIONS SPECIFIC TO .AG REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, Nic AG Limited's, website, and which are incorporated herein.

Indemnification. You agree to indemnify, defend and hold harmless the .AG Registry Operator and its directors, officers, shareholders, related companies, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration and use thereof.

55. PROVISIONS SPECIFIC TO .AM REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates,

revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, ISOC-AM, website, which are incorporated herein. You further acknowledge having read and understood and agree to be bound by the BRS Media .AM Domain Name Registration Terms & Conditions, which are also hereby incorporated by reference.

56. PROVISIONS SPECIFIC TO .ASIA REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, DotAsia Organisation Limited ("DotAsia"), website, and which are incorporated herein.

You further acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the .ASIA Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) submit to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy; (iv) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; (v) comply with the .ASIA Charter Eligibility Requirement; and (vi) submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property rights holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

You, acting as Registrant Contact, represent and warrant that you have made known to the Charter Eligibility Declaration Contact (the "CED Contact"), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the domain name in the event of a dispute or a challenge over your legal entitlement to or the ownership of the domain name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited's .ASIA Charter Eligibility Requirement Policy published from time to time. You, acting as Registrant Contact, agree that you have obtained an agreement from the CED Contact that you shall remain the Operating Contact for all operations of the domain name, including but not limited to domain name transfer and updates.

Indemnification. You agree to indemnify, to the maximum extent permitted by law, defend and hold harmless DotAsia and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration and/or use. This indemnification requirement shall survive the termination or expiration of this Agreement.

Reservation of Rights. We and the .ASIA Registry Operator expressly reserve the right to deny, cancel or transfer any registration that we deem necessary, in our discretion, to protect the integrity, security and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute

resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, per the terms of the registration agreement, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

Third Party Beneficiary. Notwithstanding anything in this Agreement to the contrary, DotAsia is and shall be an intended third-party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third-party beneficiary rights of DotAsia have vested and that DotAsia has relied on its third-party beneficiary rights under this Agreement in agreeing to us being a registrar for the .ASIA top level domain. Additionally, the third-party beneficiary rights of DotAsia shall survive any termination or expiration of this Agreement.

57. PROVISIONS SPECIFIC TO .AT REGISTRATIONS

You understand and agree that in order to register a .AT domain name, a pre-registration DNS validation check is required by the Registry. If you are registering a .AT domain name, you further acknowledge and agree to obey, comply with and be bound by any and all registry rules, eligibility requirements, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's website, and which are incorporated herein.

58. PROVISIONS SPECIFIC TO .AU REGISTRATIONS

auDA and Registrar's Agency. In this Agreement, **auDA** means .au Domain Administration Limited ACN 079 009 340, the .au domain names administrator. The Registrar acts as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to it under this Agreement. auDA is an intended third party beneficiary of this Agreement.

auDA Published Policy. In this clause, **auDA Published Policies** means those specifications and policies established and published by auDA from time to time on its website. Registrant must comply with all auDA Published Policies, as they are incorporated into and form a part of this Agreement. In the event of any inconsistency between any auDA Published Policy and this Agreement, then the auDA Published Policy will prevail to the extent of such inconsistency. Registrant acknowledges that under the auDA Published Policies (i) there are mandatory terms and conditions that apply to all domain names licences, and such terms and conditions are incorporated into, and form part of, this agreement, (ii) Registrant is bound by and must submit to the .au Dispute Resolution Policy; and (iii) auDA may delete or cancel the registration of a .AU domain name.

auDA's Liabilities and Indemnity. To the fullest extent permitted by law, auDA will not be liable to Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss or profit, loss or corruption of data, business interruption or indirect costs) suffered by Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors. Registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities,

arising from, as a result of, or otherwise in connection with, Registrant's registration or use of its .AU domain name. Nothing in this document is intended to exclude the operation of the *Trade Practices Act 1974*.

Warrants. You represent and warrant that each of the warranties to us and auDA, as specified in auDA's Mandatory Terms and Conditions Applying to .au Domain Name Licences (2008-07), and any other policy introduced by auDA in substitution, replacement or amendment to that policy. These warranties include, without limitation, that all information supplied to us for the registration of the domain name are true, complete and correct. You accept that auDA or we can cancel the registration of the domain name if any of these warranties are not true.

By submitting an application or renewing your domain name, you represent and warrant that: (a) all information provided to register or renew the domain name (including all supporting documents, if any) is true, complete and correct, and is not misleading in any way, and the application is made in good faith; (b) you meet, and will continue to meet, the eligibility criteria prescribed in auDA Published Policies for the domain name for the duration of the domain name license; (c) you have not previously submitted an application for the domain name with another registrar using the same eligibility criteria, and the other registrar has rejected the application; (d) you acknowledge and agree that even if the domain name is accepted for registration, your entitlement to register the domain name may be challenged by others who claim to have an entitlement to the domain name; and (e) you acknowledge and agree that auDA or the registrar can cancel the registration of the domain name if any of the warranties set forth above are found to be untrue, incomplete, incorrect or misleading.

59. PROVISIONS SPECIFIC TO .BE REGISTRATIONS

You understand and agree that in order to register a .BE domain name, a pre-registration DNS validation check is required by the Registry. If you are registering a .BE domain name, you acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, DNS.BE, website, and which are incorporated herein.

60. PROVISIONS SPECIFIC TO .BR REGISTRATIONS

If you are registering a .BR domain name, you acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, NIC.BR, website, and which are hereby incorporated by reference.

61. PROVISIONS SPECIFIC TO .BZ REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, Belizenic, website, and which are incorporated herein.

Reservation of Rights. The .BZ Registry expressly reserves the right to instruct its registry services provider to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary, in its discretion,

to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of the .BZ Registry, as well as its affiliates, subsidiaries, officers, directors, representatives, employees and stockholders, for violations of this Agreement, or to correct mistakes made by the .BZ Registry or us in connection with a domain name registration. The .BZ Registry also reserves the right to place on lock, hold or other similar status any domain name during resolution of a dispute.

62. PROVISIONS SPECIFIC TO .CA REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, CIRA, website, and which are hereby incorporated by reference.

You acknowledge and agree that registration of your selected domain name in your first application to CIRA shall not be effective until you have entered into and agreed to be bound by CIRA's Registrant Agreement.

You acknowledge and agree that registration of a domain name does not create any proprietary right for you, the registrar, or any other person in the name used as a domain name or the domain name registration and that the entry of a domain name in the Registry or in the Whois shall not be construed as evidence or ownership of the domain name registered as a domain name. You shall not in any way transfer or purport to transfer a proprietary right in any domain name registration or grant or purport to grant as security or in any other manner encumber or purport to encumber a domain name registration.

Reservation of Rights. CIRA may, at its option, extend any period for the registration of a Domain Name at no charge to the registrar or you for such further period of time as CIRA may determine, in its sole discretion.

CIRA shall have the right, at any time and from time to time, acting reasonably, to amend the Registrar Agreement between CIRA and the registrar, and any or all of the Registry PRP and to adopt new Registry PRP not yet in effect. Any such amendment will be binding and effective on the registrar thirty (30) days after CIRA gives notice of such amendment by email to the registrar. The registrar and you agree to promptly amend the agreement between the registrar and you to reflect any amendments to Section 4.2 of the Registrar Agreement between CIRA and the registrar.

You further acknowledge and agree that the registrar may make changes to the Administrative Contact details at any time without having to comply with the change of critical information approval process (as set out in the applicable Registry PRP), provided you have granted your registrar the authority to do so and have not revoked said authority. If you have two (2) or more registrars, only one (1) of your registrars may be granted said authority. You may at any time revoke said authority or provide said authority to another of your Registrars.

You acknowledge and agree that your registrar may, in accordance with the applicable Registry PRP, cancel your Domain Name Registrations within seven (7) days of activation and cancel the renewal of your domain name registration provided that the renewal term has not yet commenced.

Limitations. You shall not, directly or indirectly, through registration or use of your domain name or otherwise violate or contribute to the violation of the intellectual property rights or other rights of any other person, defame or contribute to the defamation of any other person, or unlawfully discriminate or contribute to the unlawful discrimination of any other person.

You acknowledge and agree that CIRA shall not be liable to you for any loss, damage, or expense arising out of CIRA's registration or failure or refusal to register a domain name, CIRA's renewal or failure or refusal to renew a domain name registration, CIRA's transfer or failure or refusal to transfer a domain name registration, CIRA's maintenance, modification, or failure or refusal to maintain or modify a domain name registration, CIRA's cancellation or failure to cancel a domain name registration, the loss of membership in CIRA resulting from CIRA's cancellation of a domain name registration from the Registry or from a member's failure to comply with the Registry PRP, or CIRA's refusal to admit an applicant as a member. You acknowledge and agree that CIRA shall not be liable to you for any loss, damage, or expense arising as a result of the disclosure or failure to disclose registrant information in the WHOIS or as permitted in the Registry PRP. You acknowledge and agree that CIRA shall not have any liability to you for any loss, damage or expense arising as a result of any correspondence from a third party which CIRA reviews or sends to you or for CIRA's failure, or delay, in reviewing or sending such correspondence.

In no event shall you pursue any claim against CIRA and in no event shall CIRA be liable for any direct, indirect, special, punitive, exemplary or consequential damages including, but not limited to, damages resulting from loss of use, lost profits, lost business revenue, or third-party damages or arising from any breach by the registrar of its obligations under any agreement between the registrar and you or the Registrar Agreement between CIRA and the registrar.

You agree that CIRA shall not be responsible for the use of any domain name in the Registry and that CIRA shall not be responsible in any way whatsoever for any conflict or dispute with or any actual or threatened claim against a registrar or you, including one relating to a registered or unregistered trade-mark, a corporate, business, or other trade-name, rights relating to a name or other identifying indicia of an individual or any other intellectual property rights of a third party or relating to the defamation of or unlawful discrimination with respect to any other Person.

CIRA Certified Registrar. The registrar shall immediately give notice to you in the event that it is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated, or the Registrar Agreement between CIRA and the Registrar is terminated or expires. CIRA may post notice of such suspension, termination, or expiry on its website and may, if CIRA deems appropriate, give notice to the registrants thereof. In the event that the registrar is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated or in the event the Registrar Agreement between CIRA and the Registrar is terminated or expires, you shall be responsible for changing your Registrar of Record to a new CIRA Certified Registrar within thirty (30) days of the earlier of notice thereof being given to you by (i) the Registrar or (ii) CIRA in accordance with CIRA's then current Registry PRP; provided, however, that if any of your domain name registrations are scheduled to expire within thirty (30) days of the giving of such notice, then you shall have thirty (30) days from the anniversary date

of the registration(s), to register with a new CIRA certified registrar and to renew such domain name registration(s) in accordance with the Registry PRP.

You acknowledge and agree that should there be insufficient funds prepaid by the registrar in the CIRA Deposit Account to be applied in payment of any fees, CIRA may in its sole discretion stop accepting applications for domain name registrations from the registrar, stop effecting registrations of domain names and transfers, renewals, modifications, and cancellations requested by the registrar and stop performing other billable transactions requested by the registrar not paid in full and CIRA may terminate the Registrar Agreement between CIRA and the Registrar.

.CA ASCII and IDN domain variants are bundled and reserved for a single registrant. Registrants are not required to register all variants in a bundle, but all registered variants must be registered and managed at a single registrar. Each variant registered will incur a registration fee. In addition, when registering multiple .CA domain (ASCII and IDN) variants in a bundle, your registrant information **must be identical**. If variants are registered at other registrars or if registrant information does not match, it may result in an "unavailable" search result, delayed or failed registration. If information does not match, validation is required and may take up to seven business days and delay availability of domain.

63. PROVISIONS SPECIFIC TO .CC REGISTRATIONS

Acknowledgements. You represent and warrant that you meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available here and are incorporated herein.

Indemnification. You agree to indemnify, defend and hold harmless the .CC Registry Operator, Verisign, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name Holder's domain name registration.

64. PROVISIONS SPECIFIC TO .CH REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry terms and conditions, which may be found here and the Registration contract which may be found here, which are both incorporated herein by reference.

65. PROVISIONS SPECIFIC TO .CL REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry Policies, which may be found here and are incorporated herein by reference.

66. PROVISIONS SPECIFIC TO .CN REGISTRATIONS

Limitations on Registration. You may not register or use a domain name that is deemed by China Internet Network Information Center ("CNNIC") to (i) be against the basic principles prescribed in the Constitution of the Peoples Republic of China ("PRC"); (ii) jeopardize national security, leak state secrets, intend to overturn the government, or disrupt the state of integrity of the PRC; (iii) harm national honor and national interests of the PRC; (iv) instigate hostility or discrimination between different nationalities, or disrupt the national solidarity of the PRC; (v) violate the PRC's religion policies or propagate cult and feudal superstition; (vi) spread rumors, disturb public order or disrupt social stability of the PRC; (vii) spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC; (viii) insult, libel against others and infringe other people's legal rights and interests in the PRC; or (ix) take any other action prohibited in laws, rules and administrative regulations of the PRC.

Restrictions on Transfer of cnTLD Domain Names. You understand that you may not transfer to or from a domain name registrar that is headquartered or controlled by an entity located inside China.

Jurisdiction. For the adjudication of disputes concerning or arising from use of the registered .CN domain name, you agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) your domicile state, (2) Arizona, and (3) the People's Republic of China.

Suspension of Service. You agree that your registration of a .CN domain name shall be subject to suspension, cancellation, or transfer pursuant to any NeuLevel or CNNIC adopted specification or policy.

Compliance with CNNIC Dispute Resolution Policy. You agree to obey, comply with and be bound by the CNNIC Dispute Resolution Policy and any and all updates, revisions and modifications, which may be made by CNNIC from time to time, and which is incorporated herein.

Right to Accept Notice. You give us the right to accept written complaints from third parties against false and/or inaccurate Whois data and you agree to follow any procedural regulation that may exist between the .CN registry operator, currently NeuLevel Inc. and us.

Indemnification. You agree to indemnify, defend and hold harmless the .CN Registry Operator, NeuLevel, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.

.CN Registration Restrictions. You acknowledge and agree that you are not permitted to purchase private or proxy .CN registrations. You shall register for any and all .CN registrations using your personal information, which information you represent and warrant is current, accurate and complete.

67. PROVISIONS SPECIFIC TO .CO REGISTRATIONS

Acknowledgements. You shall comply with the operational standards, policies, procedures, and practices for the .CO TLD as set forth in the MINTIC Agreement as updated from time to time by the Registry in a non-

arbitrary and non-discriminatory manner including, without limitation, adopted ICANN policies.

You further hereby acknowledge and agree that (i) the registration and exclusive and perpetual right of use and enjoyment for any registered name may be cancelled if the Registry determines that you have provided information that is incorrect, false or inaccurate either in the initial registration process or in any subsequent communications or in the event you violate any of the terms of this Agreement; (ii) you will follow and be bound by all Registry policies (including, without limitation, the Administrator Privacy Policy), as the same may be updated, modified or replaced from time to time, and to subject yourself to any dispute resolution process for the resolution of disputes regarding registered names that may be adopted by Registry, as the same may be updated, modified or replaced from time to time including, but not limited to, any expedited processes for suspension of a domain name due to claims sought by intellectual property rights holders; (iii) your domain name may be suspended, terminated, canceled or transferred in the interest of safeguarding compliance with Registry's security or registration policies or as a result of a dispute resolution; (iv) all official contact, correspondence and/or other information sent from or on behalf of Registry or any other relevant official will be transmitted to the administrative contact information that appears in the Registry Database and that the designated administrative contact is authorized to receive all such communication and information; (v) you assume all responsibility and liability arising out of any assignment by you of the registered name including, without limitation, with respect to any users, clients, customers, licensees or other persons who may be using any sub-domain name of the registered name or any website associated with the registered name; (vi) neither acceptance of your registration request nor the actual registration of any registered domain shall be deemed an indication that Registry or the Colombian Government has made any determination regarding the legality of the registration, the extent to which your registration and exclusive and perpetual right of use and enjoyment of the registered name may violate any applicable laws, rules, regulations, policies, procedures, ordinances or decrees or infringe on the rights of any other person, and that neither Registry nor the Colombian Government shall have any liability or responsibility arising therefrom; and (vii) shall be bound by the terms and conditions of the initial launch and general operation of the .CO TLD, including without limitation the sunrise and landrush periods, and the corresponding dispute resolution policies, and that administrator shall have no liability of any kind for any loss or liability resulting from (a) the ability or inability of you to obtain a registered name during these periods, or (b) the results of any dispute procedures.

Dispute Resolution. You acknowledge that you have read and understand and agree to be bound by the terms and conditions of the Uniform Domain Name Dispute Resolution Policy adopted by ICANN (the "UDRP"), as the same may be amended from time to time, and which is hereby incorporated and made an integral part of this Agreement. The UDRP policy, which is hereby adopted by Registrar as an Adopted ICANN Policy, sets forth the terms, conditions and procedures that govern disputes between you and any party other than the Registry over the registration and/or use of a registered name. Registry will not review, monitor, or otherwise verify that any particular registered name is being used in compliance with the UDRP process, any other Registry Policy or any Governmental Requirement.

Indemnification. You agree to (within thirty days of demand) indemnify, defend and hold harmless the .CO Registry and us, and our respective affiliates and subsidiaries, as well as each of our respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating in any way to your domain name registration including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without our prior written consent, which consent shall not be unreasonably withheld. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.

Jurisdiction. The adjudication of all disputes, claims or controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any registered name or otherwise relating to the .CO domain name between you and the Registry shall be governed exclusively by the laws of Colombia and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Bogotá, Colombia.

68. PROVISIONS SPECIFIC TO .CO.ZA REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry Policies, which may be found here and are incorporated herein by reference.

69. PROVISIONS SPECIFIC TO .CZ REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here, and which are incorporated herein by reference.

70. PROVISIONS SPECIFIC TO .DE REGISTRATIONS

Acknowledgements. You represent and warrant that you meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available online and are incorporated herein.

Registration Restrictions. You represent and warrant that you or your administrative contact has a German address, which cannot be a P.O. Box. You may not use the names of other top level domains (e.g. .ARPA, .COM, .EDU, .GOV, .INT, .NET, .NATO, .MIL, .ORG and all country-related TLDs) or German automobile identification numbers as domain names.

In the event that you cannot fulfill the registration guidelines, you have the option of using a trustee service. By using the .de trustee services, you agree to be bound by the .DE Trustee Agreement, which is hereby incorporated by reference.

Local Presence Service. If you do not provide an administrative contact ("Admin-C") with a German address, then you shall be subject to the local

presence service terms and conditions, which are part of the registration guidelines for this ccTLD. You also agree to the following:

i. We and you hereby request and authorize Key-Systems to list an individual designated by Key-Systems as Admin-C for the requested DENIC domain name(s). Neither Key-Systems nor the Admin-C are required to monitor the legality of the domain name use including, but not limited to, contents and services offered.

ii. We and you acknowledge and agree that Key-Systems and/or the Admin-C may, without any liability to you or any third party, take such steps as in the opinion of Key-Systems and/or the Admin-C are necessary in order to (a) limit Key-System's and/or the designated Admin-C's liability related to, directly or indirectly, the DENIC domain name(s); (b) comply with any laws, regulations or other legal requirements; and/or (c) address any letter, causes of action, suits, proceeding, complaints, cease and desist orders and demands of any kind or any other inquiry from DENIC or any other third party related to the DENIC domain name(s). Such actions may include, but are not limited to, (a) disabling the website pending resolution of the conflict and/or redirecting the DENIC domain name(s) to a blank page or placeholder; (b) cancelling the registration of the DENIC domain name(s); (c) ceasing administration of the domain name and placing it in a transit state; (d) removing or replacing the Admin-C from or in the Whois record, (e) redirecting the DENIC domain name(s) to an alternate IP address; (f) allowing the registration of the DENIC domain name(s) to lapse; (g) transferring the registration to an individual or entity which is awarded the registration through any court proceeding, arbitration, or by DENIC; (h) settling any and all third-party claims, whether threatened or made, arising out of your use of the DENIC domain name(s); and/or (i) terminating the Local Presence Service. We and you undertake to respond in writing to requests by Verisign and/or the Admin-C immediately within time limits set by Key-Systems and/or the Admin-C. Unless a different response deadline is requested in writing by Key-Systems and/or the Admin-C, we and you agree to respond in writing to such requests within forty-eight (48) hours. Correspondence sent to us or you shall be regarded as delivered. Key-Systems or the Admin-C may, at its own discretion, request a security for its expenses which may occur in case a third party alleges that the use of the domain name is an infringement of laws. The amount of security will be determined at the Admin-C discretion in accordance with the Court Costs (GKG) and the Attorney's Remuneration Act (RVG). The security must be paid in cash or guaranteed by a major German bank or savings bank (Sparkasse) within the time limit set by Key-Systems and/or the Admin-C.

iii. WE AND YOU ACKNOWLEDGE AND AGREE THAT KEY-SYSTEMS AND THE ADMIN-C SHALL HAVE NO LIABILITY TO YOU, US, OR ANY THIRD PARTY RELATED TO, DIRECTLY OR INDIRECTLY, THE LOCAL PRESENCE SERVICES AND/OR THE EXERCISE OF ANY OF THEIR RIGHTS UNDER THESE LOCAL PRESENCE SERVICES TERMS AND CONDITIONS. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF VERISIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OR ELIMINATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, KEY-SYSTEM'S

LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

iv. We and you agree to release, defend, indemnify and hold harmless Key-Systems, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees and the individual designated as Admin-C for the DENIC domain name(s), from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable attorneys' fees, arising out of or related in any way to, the Local Presence Services, the DEMINC domain name(s), and/or your use of the DEMIN domain name(s).

71. PROVISIONS SPECIFIC TO .DK REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, polices and agreements and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

72. PROVISIONS SPECIFIC TO .ES REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein.

73. PROVISIONS SPECIFIC TO .EU REGISTRATIONS

Registration Restrictions. You acknowledge and agree that you are not permitted to purchase private or proxy .EU registrations. You shall register for any and all .EU registrations using your personal information, which information you represent and warrant is current, accurate and complete. Further, you acknowledge and agree that you are not permitted and shall not attempt to register any .EU registrations unless you have a physical presence in the European Union.

Compliance with Applicable Law. You agree to obey, comply with and be bound by any and all applicable laws, regulations and administrative policies promulgated by the European Registry of Internet Domain Names ("EURID").

Compliance with EURID Rules. You agree to obey, comply with and be bound by EURID rules and regulations and any and all updates, revisions and modifications thereto, which may be made by EURID from time to time, including, but not limited to, their dispute policies, and the .EU Domain Name Registration Terms and Conditions and the .EU Domain Name Registration Policy, both of which are hereby incorporated by reference.

Compliance with EURID Domain Name Whois Policy. You agree to obey, comply with and be bound by the EURID Domain Name Whois Policy and any and all updates, revisions and modifications thereto, which may be made by EURID from time to time, and which is incorporated herein.

Jurisdiction. For the adjudication of disputes concerning or arising from use of the registered .EU domain name, you agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) your domicile state, (2) the State of Arizona and (3) the United Kingdom.

Sunrise and General Pre-registration Applications. You acknowledge and agree that the submitting of a "Sunrise or General Pre-registration Application" does not ensure that a domain name shall be successfully awarded or registered. In the event that an application does not result in a successful registration, the registration fee shall be refunded. In the case of a "Sunrise Application" where an application fee was collected, a portion of that fee shall be refunded after the deduction of a handling fee, which you acknowledge and agree is subject to change based on fluctuations in the US Dollar and Euro exchange rates.

Dispute Resolution/ADR. EURID offers an alternative procedure for resolving disputes concerning .EU domain names, which can be found here. When applicable, you acknowledge such procedure and agree that you shall comply with and abide by its terms and conditions, which are also incorporated herein.

74. PROVISIONS SPECIFIC TO .FM REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein.

75. PROVISIONS SPECIFIC TO .FR REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein.

In the event that you cannot fulfill the registration guidelines, you have the option of using a trustee service. By using the .FR trustee services, you agree to be bound by the .FR Trustee Agreement, which is hereby incorporated by reference.

76. PROVISIONS SPECIFIC TO .GS REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein.

77. PROVISIONS SPECIFIC TO .IN REGISTRATIONS

Acknowledgements. You agree to be bound by current and future .IN registry policies as indicated on the .IN registry website, and which are incorporated herein. You further acknowledge and agree the .IN registry reserves the right to instruct its registry services provider to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary, in its discretion to (i) protect the integrity and stability of the registry; (ii) comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) avoid any liability, civil or criminal, on the part of the .IN Registry, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of this Agreement (including its Exhibits); or (v) to correct mistakes made by the .IN registry or any registrar in connection with a domain name

registration. The .IN registry also reserves the right to freeze a domain name during resolution of a dispute.

Domain Name Dispute Policy. You agree to be bound by the policy and procedures for resolution of disputes concerning registered .IN domain names in accordance with the .IN Registry's Domain Name Dispute Resolution Policy.

78. PROVISIONS SPECIFIC TO .IO REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry terms and conditions, which may be found here.

79. PROVISIONS SPECIFIC TO .IT REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, including without limitation the Assignment and Management of Domain Names in the ccTLD.IT and Dispute Resolution in the ccTLD.IT, both of which are hereby incorporated by this reference.

Registration Restrictions. Unless you complete your domain name registration using our fee-based trustee service, you specifically represent and warrant that you (i) are a citizen or resident in a country belonging to the European Union (in the case of registration for natural persons); (ii) are established in a country belonging to the European Union (in the case of registration for other organizations); (iii) are entitled to the use and/or legal availability of the domain name applied for, and that it does not prejudice, with the request for registration, the rights of others; (iv) are aware and agree that in the case of erroneous or false declarations in this request, the Registry shall immediately revoke the domain name, or proceed with other legal actions (In such case the revocation shall not in any way give rise to claims against the Registry or us); (v) release the Registry and us from any liability resulting from the assignment and use of the domain name by the natural person or organization that has made the request; and (vi) accept Italian jurisdiction and laws of the Italian State.

If you use the trustee service for your .it domain registration, you acknowledge and agree that your registration is subject to the review and approval of the trustee. The trustee service will review your registration request within twenty four hours of receipt. If your registration request is approved, your domain name will be registered. If your registration request is denied, your domain name will not be registered and you will receive a refund of any registration fees paid.

80. PROVISIONS SPECIFIC TO .JP REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's website and are incorporated herein.

Registration Restrictions. You represent and warrant that you have a local presence in Japan with a home or office address. You agree that certain domain names are reserved and can only be registered by certain parties. These include: (i) TLDs, other than ccTLDs, as determined by ICANN; (ii) geographical-type .JP domain names that are defined as metropolitan, prefectural, and municipal labels; (iii) names of primary and secondary educational organizations; (iv) names of organizations related to Internet management; (v) names required for .JP domain name operations; and (vi) character strings which may be confused with ASCII-converted Japanese domain names. The complete list of .JP Reserved Domains is available here.

81. PROVISIONS SPECIFIC TO .LA REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies and agreements and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

82. PROVISIONS SPECIFIC TO .ME REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply and be bound by any and all registry rules, policies and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and which are incorporated herein.

You further acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of your personal data by the registry operator and its designees and agents; (ii) submit to proceedings commenced under any dispute policy implemented by the registry including, without limitation, the Domain Name Dispute Resolution Policy referenced on the registry's website at www.domain.me/DRP; (iii) immediately correct and update the registration information for each registered name during the registration term for the registered name; and (iv) acknowledge that the registry will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise or Land Rush periods including, without limitation, the ability or inability of a registrant to obtain a registered name during these periods and the results of any dispute procedures.

Indemnification. You agree to indemnify, defend and hold harmless the .ME Registry, its owners, subsidiaries, affiliates, subcontractors and agents, and the respective directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to your domain name registration or the use of any domain name registered in the TLD by or on your behalf.

Reservation of Rights. The Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain names on registry lock, hold or similar status, that it deems necessary, in its sole discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, to avoid any liability, civil or criminal, on the part of the registry, as well as its owners, affiliates, subsidiaries, officers, directors, and employees, for violations of any of the policies, terms or conditions established by the registry including, without

limitation, the Registry Policies, or to correct mistakes made by the registry or us in connection with a domain name registration. The Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute proceeding.

Other Dispute Policies. You acknowledge and agree to submit to proceedings commenced under other dispute policies as set forth by the Registry from time to time including, but not limited to, expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the registry system for the TLD.

83. PROVISIONS SPECIFIC TO .MS REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and which are incorporated herein.

84. PROVISIONS SPECIFIC TO .MX REGISTRATIONS

Acknowledgements. You warrant and represent that you meet all of the eligibility requirements to register a .MX domain name, and you agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration policies for this ccTLD are available here and are incorporated herein.

Limitations. You acknowledge and agree that by registering a domain name, you are not acquiring any property rights in that domain name. You further acknowledge and agree that we will not resolve disputes over domain name ownership. If we are provided with a filed court dispute in a court of competent jurisdiction, the domain name will remain locked pending the court's decision.

IN NO EVENT SHALL THE .MX REGISTRY OPERATOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES YOUR INABILITY TO USE THE DOMAIN NAME, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF THE .MX REGISTRY OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Reservation of Rights. You acknowledge and agree that a copy of the customer contact data you provide will be used as the initial domain name contact data and made public in the Whois database. You further acknowledge and agree that the .MX Registry has the right to publish and to reveal to third parties the information of a domain name, both in the Whois and to competent authorities that may request it, and that the registrar has the right to share the information of a domain name with the Registry, and that the Registry has the right to migrate a domain name from the registrar to another registrar in case of completion of the contract.

Indemnification. You agree to indemnify, defend and hold harmless the .MX registry operator, and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to your domain name registration.

85. PROVISIONS SPECIFIC TO .MY REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD and that you have read and understand the Registry Policies, which may be found here and are incorporated herein by reference.

86. PROVISIONS SPECIFIC TO .NL REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD including, but not limited to, the registration guidelines, which are hereby incorporated by this reference. You further represent and warrant that all information provided by you is correct, complete and complies with all .NL General Terms and Conditions for .NL Registrants, which are also incorporated herein.

87. PROVISIONS SPECIFIC TO .NU REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein. You further acknowledge and accept that any disputes related to your registered domain name will be governed by ICANN's Uniform Domain Name Dispute Resolution Policy and the .NU Domain Ltd. Uniform Domain Name Dispute Resolution Policy, both of which are also hereby incorporated by reference.

88. PROVISIONS SPECIFIC TO .NZ REGISTRATIONS

You represent and warrant that you meet the eligibility requirements of this ccTLD. You understand and agree that in order to register a .NZ domain name, a pre-registration DNS validation check is required by the Registry. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD, which are located here and are incorporated herein. If you are registering a Second Level Domain under this ccTLD, you further agree to be bound by the Second Level Domain's rules, policies, and agreements, which are also incorporated herein and made a part of this Agreement.

89. PROVISIONS SPECIFIC TO .PE REGISTRATIONS

You acknowledge and agree to obey, comply with, and be bound by any and all registry rules, policies and agreements, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found here, and are incorporated herein by reference.

90. PROVISIONS SPECIFIC TO .PH REGISTRATIONS

You acknowledge and agree to obey, comply with, and be bound by any and all registry rules and policies, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found here, and are incorporated herein by reference. You acknowledge and agree to obey, comply with, and be bound by the Domain Name Service Agreement, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found here, and is incorporated herein by reference.

91. PROVISIONS SPECIFIC TO .PL REGISTRATIONS

You acknowledge and agree to obey, comply with, and be bound by any and all registry rules, policies and agreements, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found here, and are incorporated herein by reference.

92. PROVISIONS SPECIFIC TO .RU REGISTRATIONS

You acknowledge and agree to obey, comply with, and be bound by any and all registry rules and policies, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found here, and are incorporated herein by reference. You agree to indemnify HEXONET against any and all liability, loss, damages and legal costs in the transmission of identification information, understanding that HEXONET deletes identification information from all its systems immediately after transmission. You understand and accept that the .RU registry may choose to store identification information along with other registration data on their own accord and completely independent from HEXONET.

93. PROVISIONS SPECIFIC TO .SE REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein by reference. You further acknowledge and agree that registrations for this ccTLD are provided in connection with 1API.

94. PROVISIONS SPECIFIC TO .SG REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry Policies, which may be found here and are incorporated herein by reference.

95. PROVISIONS SPECIFIC TO .SO REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry Policies, which may be found here and are incorporated herein by reference.

96. PROVISIONS SPECIFIC TO .TC REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein by reference.

97. PROVISIONS SPECIFIC TO .TK REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein.

98. PROVISIONS SPECIFIC TO .TV REGISTRATIONS

You represent and warrant that you meet the eligibility requirements of this ccTLD. You further acknowledge and agree to be bound by any registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which are available here and are incorporated herein.

99. PROVISIONS SPECIFIC TO .TW REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all applicable laws, regulations and administrative policies promulgated by the Taiwan Network Information Center ("TWNIC").

Compliance with TWNIC Rules. You further agree to obey, comply with and be bound by all TWNIC rules and regulations and any and all updates, revisions and modifications, which may be made by TWNIC from time to time, which are hereby incorporated and made an integral part of this Agreement:

- i. Supervision and Guidance Regulation for Internet Protocol (IP) Address and Domain Name Registration and Management Services;
- ii. Guidelines for Administration of Domain Name Registration;
- iii. Guidelines for Authorization of Domain Name Registration Services;
- iv. TWNIC Domain Name Dispute Resolution Policy; and
- v. Rules for TWNIC Domain Name Dispute Resolution Policy.

Right to Accept Notice. You give us the right to accept written complaints from third parties against false and/or inaccurate Whois data and you agree to follow any procedural regulation that may exist between the .TW registry operator and us.

Governing Law. With regards to .TW domain names only, this Agreement will be interpreted and governed by the Laws of Taiwan.

Indemnification. You agree to indemnify, defend and hold harmless the .TW Registry Operator, NeuLevel, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.

.TW Registration Restrictions. You acknowledge and agree that you are not permitted to purchase private or proxy .TW registrations. You shall register for any and all .TW registrations using your personal information, which information you represent and warrant is current, accurate and complete.

100. PROVISIONS SPECIFIC TO .UK REGISTRATIONS

You represent and warrant that you meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD including, but not limited to, the Terms and Conditions of Domain Name Registration and the Rules for registering a .UK domain name, both of which are incorporated herein. If you are registering a Second Level Domain under this ccTLD, you further agree to be bound by the Second Level Domain's rules, policies, and agreements, which are also incorporated and made a part of this Agreement herein.

101. PROVISIONS SPECIFIC TO .VE REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry Policies, which may be found here and are incorporated herein by reference.

102. PROVISIONS SPECIFIC TO .VG REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here and are incorporated herein.

Revised: 4/23/15
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Attachment F

1 OF 1 RECORD(S)

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Location Information

300 BOYLSTON AVE E, SEATTLE, WA 98102-0530

Address Variations - 1 records found

No. Address

1. 300 BOYLSTON AVE E
SEATTLE, WA 98102-5306

APN(s)

No. Number

Property Information

Neighbors - 2 records found

Neighbor Name

Neighbor Address

Neighbor Phone

[REDACTED]

[REDACTED]

None Listed

[REDACTED]

[REDACTED]

None Listed

Associated Entities - 5 records found

No. Current Owner(s)/Resident(s)

Current Resident(s):

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

Previous Residents(s):

4. [REDACTED]

Other(s):

5. [REDACTED]

Source Information - 18 records found

All Sources

Business Finder

Historical Person Locator

Person Locator 1

Person Locator 5

Person Locator 6

Utility Locator

18 Source Document(s)

1 Source Document(s)

4 Source Document(s)


5 Source Document(s)


3 Source Document(s)


1 Source Document(s)


4 Source Document(s)

Key

 High Risk Indicator. These symbols may prompt you to investigate further

 Moderate Risk Indicator. These symbols may prompt you to investigate further

 General Information Indicator. These symbols inform you that additional information is provided.

 The most recent telephone listing as reported by the EDA source

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Your DPPA Permissible Use is: Government Agency
Your GLBA Permissible Use is: Legal Compliance

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Attachment G

* Google Confidential and Proprietary *

GOOGLE SUBSCRIBER INFORMATION

e-Mail: janeroe032@gmail.com

Status: Enabled

Created on: 2013/02/02-11:01:01-UTC

IP: 122.161.125.30, on 2013/02/02-11:01:01-UTC

Language Code: en

SMS: +18554497129 [US]

Time	IP Address	Type
2013/06/18-09:54:39-UTC	122.176.153.26	Login
2013/02/19-09:21:26-UTC	122.176.253.230	Logout
2013/02/19-09:06:23-UTC	122.176.253.230	Login

* Google Confidential and Proprietary *

Attachment H

APNIC - Query the APNIC Whois Database

[Try the new whois search](#)

To assist you with debugging problems, this whois query was received from IP Address

[162.138.210.3]

% APNIC found the following authoritative answer from: whois.apnic.net

% [whois.apnic.net]

% Whois data copyright terms <http://www.apnic.net/db/dbcopyright.html>

% Information related to '122.161.0.0 - 122.161.127.255'

```

inetnum:          122.161.0.0 - 122.161.127.255
netname:           ABTS-DSL-DEL
descr:             ABTS DELHI,
descr:             Broadband and Telephone Service 224,Okhla Phase III,
descr:             New Delhi
descr:             Delhi
descr:             India
descr:             Contact Person: ██████████
descr:             Email: ██████████
descr:             ██████████
descr:             Date of allocation:15-JAN-07
country:           IN
admin-c:           DEL2-AP
tech-c:            DEL2-AP
mnt-by:            MAINT-IN-TELEMEDIA
status:            ALLOCATED NON-PORTABLE
changed:           ██████████ 20090206
source:            APNIC

```

```

person:          Network Administrator for ABTS DEL
address:           Bharti Airtel Ltd. - TELEMEDIA Services
address:           224, Okhla Industrial Estate
address:           Phase III, New Delhi-110020
country:           IN
phone:             +91-11-41615533
e-mail:            ██████████
nic-hdl:         DEL2-AP
remarks:           -----
remarks:           Send abuse reports to
remarks:           ██████████
remarks:           -----
mnt-by:            MAINT-IN-TELEMEDIA
changed:           ██████████
source:            APNIC

```


% Information related to '122.161.125.0/24AS24560'

```

route:      122.161.125.0/24
descr:     BHARTI-IN
descr:     Bharti Tele-Ventures Limited
descr:     Class A ISP in INDIA .
descr:     234 , OKHLA PHASE III ,
descr:     NEW DELHI
descr:     INDIA
country:   IN
origin:    AS24560
mnt-by:    MAINT-IN-BBIL
changed:   ██████████ 20080802
source:    APNIC

```

% This query was served by the APNIC Whois Service version 1.69.1-APNICv

- **Bold:** Object type.
- Underlined: Primary key(s).
- [Hyperlinks:](#) Searchable Attributes.

3 records found for '122.161.125.30'

Search for

IP address lookups

- I 1st level less specific
- L All less specific
- m 1st level more specific
- M All more specific
- x Exact match only
- d Associated reverse domain

Miscellaneous queries

- i Inverse attributes
- T Object types

Query hints

- Include "AS" in front of an AS number.
Example: AS4808
- Include "-t" (template only) or "-v" (template and description) in front of an object name to view the template
Example: -t inetnum

For more information see:

- [Using Whois](#)
- [Report invalid contact](#)

APNIC - Query the APNIC Whois Database

Try the new whois search

To assist you with debugging problems, this whois query was received from IP Address

[162.138.210.3]

% APNIC found the following authoritative answer from: whois.apnic.net

% [whois.apnic.net]

% Whois data copyright terms <http://www.apnic.net/db/dbcopyright.html>

% Information related to '122.176.0.0 - 122.176.255.255'

inetnum: 122.176.0.0 - 122.176.255.255
netname: BNLID-209392-NewDelhi
descr: BHARTI TELENET LTD. NEW DELHI
descr: 234
descr: Okhla Industrial Estate
descr:
descr: New Delhi
descr: Delhi
descr: India
descr: Contact Person: [REDACTED]
descr: Email: [REDACTED]
descr: Phone: [REDACTED]
country: IN
admin-c: [NA40-AP](#)
tech-c: [NA40-AP](#)
mnt-by: [MAINT-IN-TELEMEDIA](#)
status: ASSIGNED NON-PORTABLE
changed: [REDACTED] 20090714
source: APNIC

person: Network Administrator
nic-hdl: NA40-AP
e-mail: techsupport@airtel.com
address: Bharti Airtel Ltd.
address: ISP Division - Transport Network Group
address: Plot no.16 , Udyog Vihar , Phase -IV , Gurgaon - 122015
address: Phase III, New Delhi-110020, INDIA
phone: +91-124-422222
fax-no: +91-124-4244017
country: IN
mnt-by: [MAINT-IN-BBIL](#)
changed: [REDACTED] 20110307
source: APNIC

APNIC - Query the APNIC Whois Database

[Try the new whois search](#)

To assist you with debugging problems, this whois query was received from IP Address

[162.138.210.3]

% APNIC found the following authoritative answer from: whois.apnic.net

% [whois.apnic.net]

% Whois data copyright terms <http://www.apnic.net/db/dbcopyright.html>

% Information related to '122.176.0.0 - 122.176.255.255'

inetnum: 122.176.0.0 - 122.176.255.255
netname: BNLD-209392-NewDelhi
descr: BHARTI TELENET LTD. NEW DELHI
descr: 234
descr: Okhla Industrial Estate
descr:
descr: New Delhi
descr: Delhi
descr: India
descr: Contact Person: [REDACTED]
descr: Email: [REDACTED]
descr: Phone: [REDACTED]
country: IN
admin-c: [NA40-AP](#)
tech-c: [NA40-AP](#)
mnt-by: [MAINT-IN-TELEMEDIA](#)
status: ASSIGNED NON-PORTABLE
changed: [REDACTED]
source: APNIC

person: Network Administrator
nic-hdl: NA40-AP
e-mail: techsupport@airtel.com
address: Bharti Airtel Ltd.
address: ISP Division - Transport Network Group
address: Plot no.16 , Udyog Vihar , Phase -IV , Gurgaon - 122015
address: Phase III, New Delhi-110020, INDIA
phone: +91-124-4222222
fax-no: +91-124-4244017
country: IN
mnt-by: [MAINT-IN-BBIL](#)
changed: [REDACTED]
source: APNIC

% Information related to '122.176.253.0/24AS24560'

```

route:          122.176.253.0/24
descr:        ABTS-DSL-DEL
descr:        Broadband and Telephone Service
descr:        Telemedia Services
descr:        224 , OKHLA PHASE III ,
descr:        NEW DELHI
descr:        INDIA
country:     IN
origin:      AS24560
mnt-by:      MAINT-IN-TELEMEDIA
changed:    ████████████████████████████████████████
source:     APNIC

```

% This query was served by the APNIC Whois Service version 1.69.1-APNICv

- **Bold:** Object type.
- Underlined: Primary key(s).
- Hyperlinks: Searchable Attributes.

3 records found for '122.176.253.230'

Search for

IP address lookups

- I** 1st level less specific
- L** All less specific
- m** 1st level more specific
- M** All more specific
- x** Exact match only
- d** Associated reverse domain

Miscellaneous queries

- i** Inverse attributes
- T** Object types

Query hints

- Include "AS" in front of an AS number.
Example: AS4808
- Include "-t" (template only) or "-v" (template and description) in front of an object name to view the template
Example: -t inetnum

For more information see:

- [Using Whois](#)
- [Report invalid contact](#)

Attachment I



Search the WHOIS Database

What's in the WHOIS?

The WHOIS database is a searchable list of every single domain currently registered in the world. To find out who owns a particular domain name, all you have to do is type it into the box above.

The Internet Corporation of Assigned Names and Numbers (ICANN) requires accredited registrars like GoDaddy.com to publish the registrant's contact information, domain creation and expiration dates and other information in the WHOIS listing as soon as a domain is registered.

Learn more about

[Private Registration](#) ?

[Business Registration](#) ?

[Deluxe Registration](#) ?

[Protected Registration](#) ?

So everyone can see my information?

The short answer is, yes. The name, address and phone number you submit when you register your domain is publicly accessible by anyone at any time. This may be good news if you have a domain name you'd like to sell. Or it may be bad news if your name and contact info is collected by a spammer, hacker or other cyber-criminal.

How can I protect my privacy?

To keep your personal data from falling into the wrong hands, GoDaddy.com offers [Private Registration](#) through our partner, [Domains By Proxy®](#). Instead of displaying your personal information in the WHOIS database for all to see, Domains By Proxy® will replace it with their own. The domain will still belong to you - except now, you and Domains By Proxy® will be the only ones who know it. [See the difference.](#)

What about my business? I want people to find me.

For businesses, GoDaddy.com offers [Deluxe Registration](#). Use this "virtual business card" to drive traffic to your website and increase the reach of your existing marketing efforts - without sacrificing your privacy. For domains you can't afford to lose, there's Protected Registration. It prevents accidental or malicious domain transfers and includes Private and Business Registration FREE. [Find out more.](#)

The data contained in GoDaddy.com's WHOIS database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com is not the registrant of domain names listed in this database.

NEED HELP? CALL OUR AWARD-WINNING SUPPORT TEAM 24/7 AT (480) 505-8877

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- [WHOIS Search](#)
- [ICANN Confirmation](#)
- [Affiliates](#)
- [Small Business Center](#)
- [Site Map](#)

My Account

- [My Account](#)
- [My Renewals](#)
- [Create Account](#)

Shopping

- [Product Catalog](#)
- [Find a Domain](#)

[Legal](#)
[GoDaddy Garage](#)
[Blake's Blog](#)

Sign up for special offers:

<input type="text" value="Email Address"/>	SUBMIT
--	------------------------

[United States - English](#) [USD](#)

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Attachment J

From: Paul Allen <unitedforex47@gmail.com>
Sent: Tuesday, February 19, 2013 1:35 PM
To: [REDACTED]
[REDACTED] Nathan Jones
<coolblu49@gmail.com>; Alex Anderson <alex.uma2@gmail.com>
Subject: Phone number of International leaders - for Garry

Dear Garry,

Please find below the phone numbers of International leaders whom you can connect now.

I have given them an overview and said that you will be calling them. I will discuss this further on call.

Once this set is over, I will give you the next set of leaders number.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] a)

Regards

Paul

Note : Kindly use this email ID for any further communication.

Attachment K

From: Pankaj Srivastava <pankaj.k.sriv@gmail.com>
Sent: Friday, February 22, 2013 7:17 AM
To: [REDACTED]
[REDACTED]; Nathan Jones <coolblu49@gmail.com>; [REDACTED]
[REDACTED] Alex Anderson <alex.uma2@gmail.com>
Subject: Re: FW: Italian translation

today we are going to upload it on You-Tube and provide link of it for back office upload.

Note : Please use my new email ID.

--
Regards
Pankaj Kumar Srivastava

"In Service of the Team"

On Fri, Feb 22, 2013 at 1:16 AM, [REDACTED] > wrote:
LS, WM any words on this?

On Wed, Feb 20, 2013 at 4:07 AM, [REDACTED] > wrote:
guys I'm not sure if i forwarded italian voice translation or not; please find attached and let me know how it sounds...
thanks.
garry

Attachment L

From: Paul Allen [unitedforex47@gmail.com]
Sent: Wednesday, October 16, 2013 5:47 AM
To: [REDACTED]
Subject: Re: Fwd: UPC and Revenue times fraud

Dear [REDACTED]

I am little worried about it and I did not want to hide this. In one line, please solve this once for all. No laxity here please.

On Wed, Oct 16, 2013 at 2:04 PM, [REDACTED] > wrote:

Hi [REDACTED]

Please read email chain below. We need to understand how someone can trace our IP address to this level. We need to protect this on most urgent basis.

----- Forwarded message -----

From: [REDACTED]
Date: Wed, Oct 16, 2013 at 1:24 PM
Subject: Re: Fwd: UPC and Revenue times fraud
To: Pankaj Srivastava <pankaj.k.sriv@gmail.com> [REDACTED] Upc
Iqbal [REDACTED]

Will call you Pankaj.
Sent from my BlackBerry® wireless device

From: Pankaj Srivastava <pankaj.k.sriv@gmail.com>
Date: Wed, 16 Oct 2013 13:21:29 +0530
To: [REDACTED]
Subject: Fwd: UPC and Revenue times fraud

MD/Garry/LS, please read the email below very very carefully (specially see the people copied in it). We need a concall, as the risk is increasing I am bit anxious to be honest.

Regards
Paul

----- Forwarded message -----

From: [REDACTED]
Date: Wed, Oct 16, 2013 at 12:42 PM
Subject: Fwd: UPC and Revenue times fraud
To: Pankaj Srivastava <pankaj.k.sriv@gmail.com>

hey pankaj , found this at my mail
this morning

----- Forwarded message -----

From: [REDACTED]
Date: Wed, Oct 16, 2013 at 5:29 AM
Subject: UPC and Revenue times fraud
To: [REDACTED]

[m](#)

Dear friends,

I am [REDACTED] a Italian guy, has signed up with a network company called www.unitedpaycheck.com.

I believed on my referee and signed up, he explained me about the company and it was originated from Canada. I believed it, later on my deep analysis I came to knew that, **upc** is not located in Canada and it is in India - and the city called Mumbai. After tracing through hardcore internet analysis expert I could found the place.

These fucking cheaters are a great gamblers and they are playing with innocent people and they are making us fools, stealing money from us. I am deeply hurted by loosing hell lot of money through my friends with this company. This is a biggest scam in 2013 in network marketing companies. I tried to ask them for the address of the company. But they failed to provide me the exact address, then I got doubt and started investigating.

Through this research I came to knew one more secrete about this fraud people that they have started a new company just by not giving money through UPC, and the company name is REVENUE TIMES www.revenuetimes.com.

I am sure that this bunch of people will keep making the companies as they are masters in cheating people. As long as we accept them as our leaders they will cheat and extract money by telling motivational words. They also said there is a team liberty, but is is not existed physically. A fraud guy from London sent a mail about this and the main frauds are based in India and if any one around Mumbai city kindly contact me, I will try to find the IP address and they computer location. You can catch them and complain to the police (cyber crime)

I kindly request you not to believe any of these fraud people and any mails comes from them and they also change their names with every new business. But the root is the same and some guys will be in touch always.

I strongly say that, don't think of quick money, coz your hardwork will pay for some one and this fuckers will build a big houses and they leave us as beggars.

Feel free to mail me if any assistance

Regards
[REDACTED]



Attachment M

From: Paul Allen [unitedforex47@gmail.com]
Sent: Saturday, February 23, 2013 4:00 AM
To: [REDACTED]; Paul Allen
Subject: LR A/C For PP

(1)---Profit Paradise Sending A/C
(behlolpur Chandigarh-[REDACTED]
Password k [REDACTED]
Login PIN [REDACTED]
Master Key [REDACTED]
[REDACTED]
[REDACTED]

Your Liberty Reserve account number: [REDACTED] New-password---- [REDACTED]
[REDACTED] password---- [REDACTED]

(2)---Name- Profit Paradise (ambattur Chennai----600053)

Password [REDACTED]
[REDACTED]
Master Key [REDACTED]
[REDACTED]
[REDACTED]

Your Liberty Reserve account number: [REDACTED] New Password----
[REDACTED] Password--- [REDACTED]

(3)---Name- Irservices (ambattur Chennai----600053)

Password - [REDACTED]
Login PIN [REDACTED]
Master Key [REDACTED]
[REDACTED]
[REDACTED]

Your Liberty Reserve account number: [REDACTED] New Password----
[REDACTED] Password-- [REDACTED]

Attachment N

From: Nathan Jones [coolblu49@gmail.com]

Sent: Monday, April 01, 2013 1:58 AM

To: UPC [REDACTED]; [REDACTED]

CC: paul allen; [REDACTED]

Subject: PP - Payment Processors Integration

Pls integrate Payment Processors ASAP.

Attachment O

From: Paul Allen [unitedforex47@gmail.com]

Sent: Tuesday, May 21, 2013 6:39 AM

To: [REDACTED]

Subject: PM account detail for PP - Company A/c and Testing A/c

Perfect Money

Company account:

ID No. [REDACTED]
Pass [REDACTED]
Account NO. [REDACTED]

Email Id [REDACTED]
[REDACTED]

Testing Account :

Personal Member ID : [REDACTED]

[REDACTED]

Account Number : [REDACTED]

email: [REDACTED]

[REDACTED]

Regards
Paul

Attachment P



證監會

SECURITIES AND FUTURES COMMISSION
證券及期貨事務監察委員會

35/F, Cheung Kong Center, 2 Queen's Road Central, Hong Kong
香港皇后大道中二號長江集團中心三十五樓

13 January 2014

Your Ref: OIA-2013-02459-0001
HO-12192
Our Ref: 525/EN/1006

CONFIDENTIAL

Mr Matthew B. Greiner
Branch Chief
US Securities and Exchange Commission
100 F St., NE
Washington, DC 20549-1004, United States

By courier

Dear Mr Greiner,

[Redacted]

1. [Redacted]

2. [Redacted]

3. We conducted an address check and found that the above address is currently occupied by a company named "KPC Business Centre". Our officer has contacted KPC Business Centre without revealing our identity, and a reception staff of the company claimed that Perfect Money is not their client. Moreover, there is no record for Perfect Money in the records of Hong Kong Companies Registry. Hence, we are unable to locate Perfect Money.

4. [Redacted]

[Redacted]

5. [Redacted]

6. [Redacted]

Yours sincerely,

Jimmy Chan
Director
Enforcement

Tel: (852) 2231 1222

Fax: (852) 2523 8864

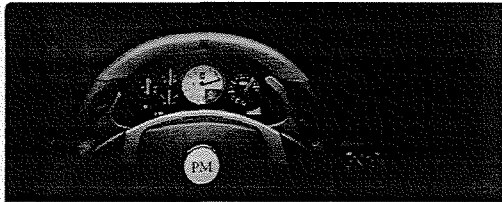
Website: www.sfc.hk

Attachment Q



English

Signup | Login | Exchangers | Tour | Help | Security Center



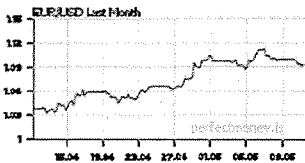
Fast, easy, comfortable way to develop your money

Login Home About Us Features Fees Prepaid Cards Guarantees F.A.Q. Contact Us

PM Exchange Rates

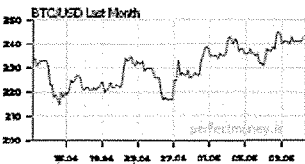
USD, EUR:

USD /| EUR /
EUR 0.878 |USD 1.093



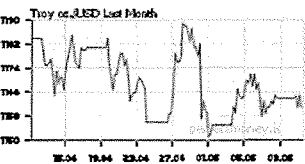
BTC:

USD >>| EUR >>
242.00 |219.04



GOLD Bid Price /oz:

USD >>| EUR >>
1160.124 |1040.106



Public Poll

Perfect Money: Service Quality & Products

[View results in real-time »](#)

Frequently Asked Questions

Where can I get the details on the bank which is to receive my deposit?

The bank properties are shown after the deposit order is generated. The deposit should be made only using the properties offered by the system. Because we engage

Contact Us

Perfect Money system operates with a set of tools considered as the most convenient solution for processing financial transactions between users.

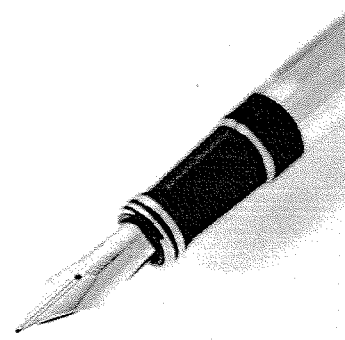
We do not discriminate based on the value of balance turnovers as well as the period of registration.

Every Customer of Perfect Money is very important and we do not make any distinctions while serving you.

Startup Research & Investments

Mailing address:

Unit 1213, 12/F, Wing On Plaza, 62 Mody Road
Tsim Sha Tsui East
Kowloon
Hong Kong



Secure Ticket System

[Click here to submit a ticket to Perfect Money Customer Support »](#)

several bank accounts, properties for a transfer might differ each time.

How can I know if my exchange transactions bring profits or induce losses?

The PM analytical tools allow you to see all your gains and losses after your exchange transactions. To access these tools, you need to follow the link to the "Analytics" section that you can find in the bottom of the screen of the "Exchange" zone. In this section you can see the analysis of every exchange transaction.

[Read more Q & A »](#)

Make P2P and B2B payment with Perfect Money

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[Affiliate Program](#) | [Perfect Money API](#) | [Legal notice](#) | [Privacy policy](#) | [Terms of Use](#) | [AML Site Map](#)

Attachment R

From: Paul Allen [unitedforex47@gmail.com]

Sent: Tuesday, May 21, 2013 8: [REDACTED]

Subject: Test accounts for ProfitsParadise

Dear [REDACTED]

Here is the testing account details for profits paradise. I have transferred 20\$ in each account.

Profit Paradise Testing accounts

Perfect Money Test ID

[REDACTED]

EgoPay Testing account

[REDACTED]

LR Account:

[REDACTED]

- Paul

Attachment S

From: Nathan Jones <coolblu49@gmail.com>
Sent: Sunday, February 3, 2013 1:04 PM
To: Alex Anderson <alex.uma2@gmail.com>; [REDACTED]
[REDACTED] Pankaj Srivastava
[REDACTED] Sanket Jalan [REDACTED]
Subject: Profits Paradise - First look
Attach: sitemodel.zip

Team,

Have a first look of the first page of Profits Paradise...

As of now we just have the first page.. once we are ready with the content and concept and required tabs.. we can get a similar look for those pages.

Will work on the font and style of Logo in parallel..

Regards
Nathan

Attachment T

From: Nathan Jones <coolblu49@gmail.com>

Sent: Friday, March 1, 2013 8:09 AM

To:

[REDACTED]

[REDACTED]

[REDACTED]

aul allen <unitedforex47@gmail.com>; [REDACTED]

[REDACTED]

Subject: PP site

Attach: PP_v3.zip

Hi Tanuj,

PFA content for PP site homepage and other static pages.

Please note there are three divisions in all pages

1. Header content
2. Body content
3. Footer content

There is a table for each division.

I have commented these 3 tables appropriately.

As you will be converting all html pages to aspx pages I request you to place header content and footer content tables in separate files and include them in all other pages which will help us make changes if any in future only at one place.

We want to provide two input boxes for username and password beside Sign in button in the header.. will send you code changes for that later to be placed in header file that you create.

We will be providing content for static pages and will also let you know if there are any other changes.

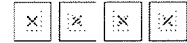
Please go ahead and integrate this with back office immediately.

Call me anytime if you need any clarification.

Thanks
Nathan

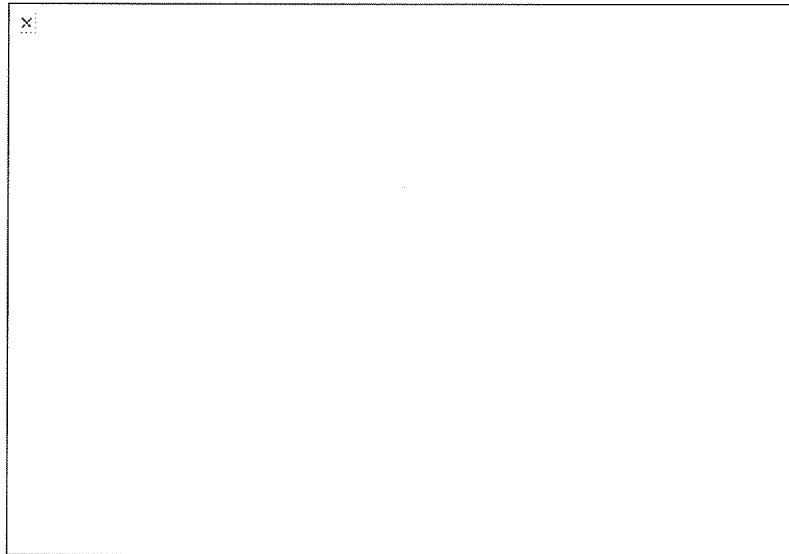


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About Us



Why us

The philosophy of Benson Union doesn't limit financial freedom of its investors by enabling its customers to make deposits with a number of ways.

Address

Country XXXXXXXX
City XXXXXXXX
Phone 00001342232
Fax 012338382
E-mail mailid @xmail.com

News Letter

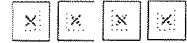
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Contact Us



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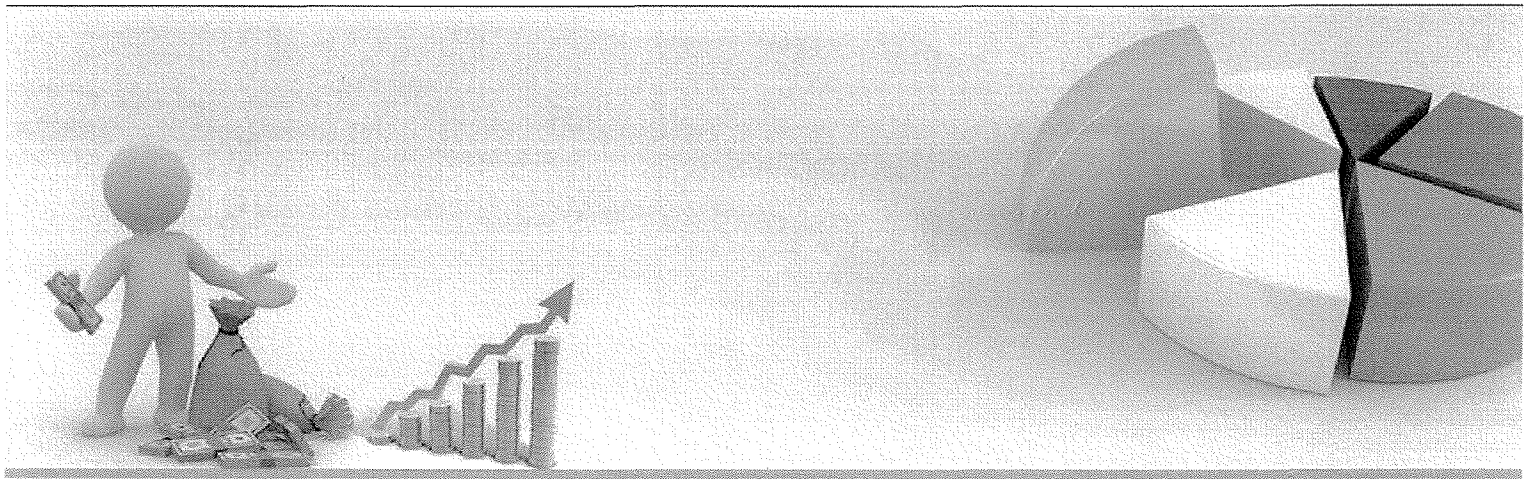
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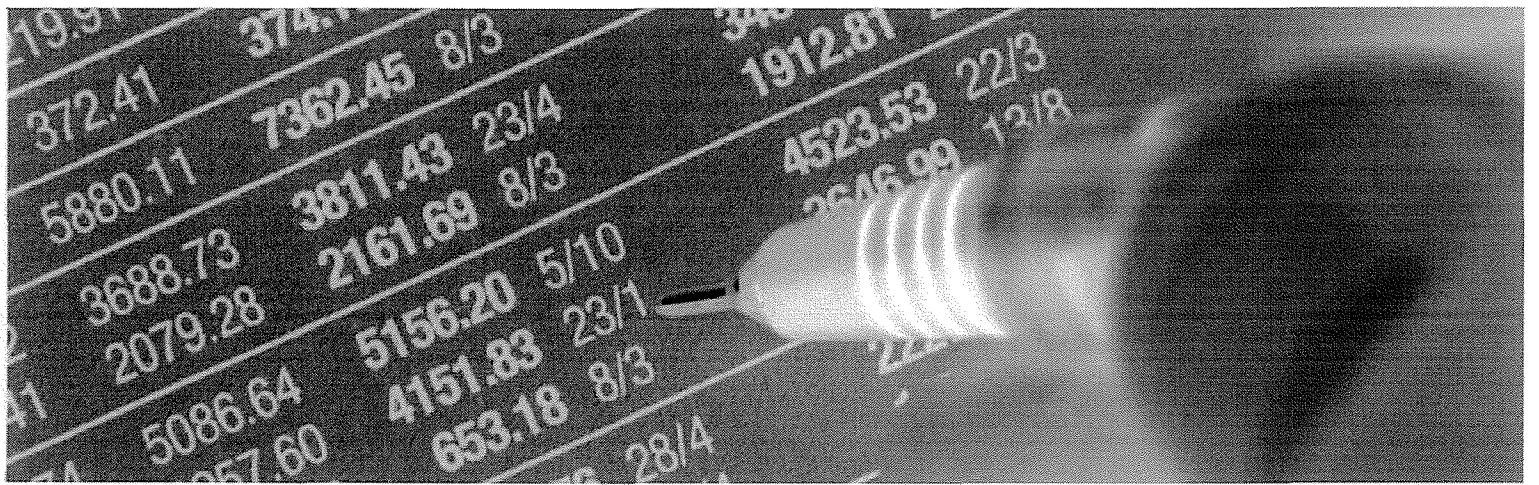
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INVEST
via
SOLID PAY

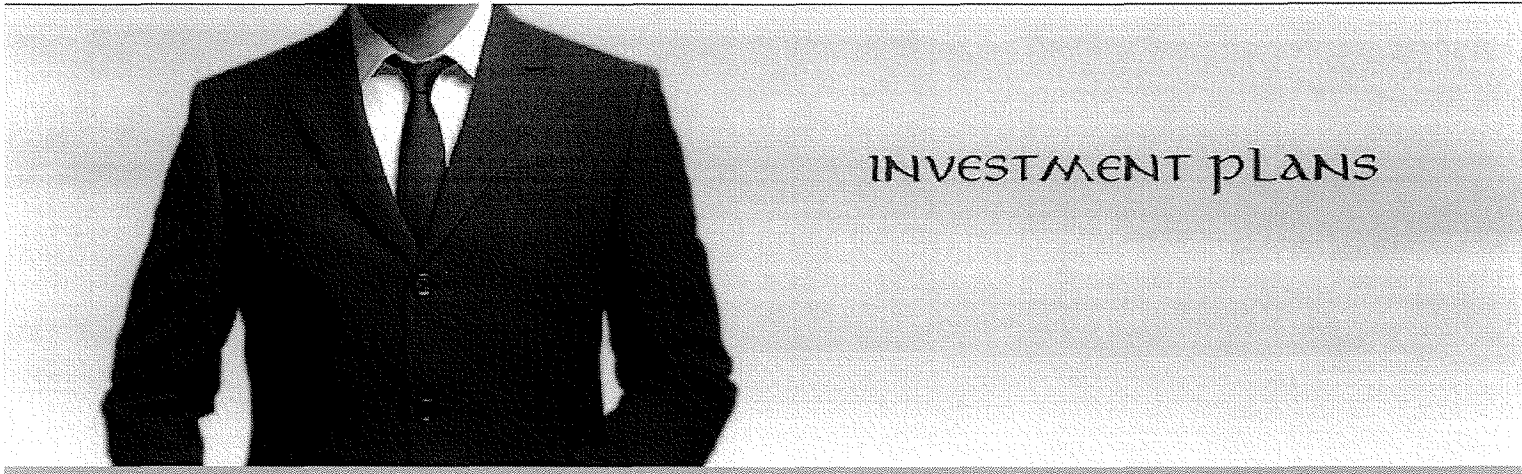


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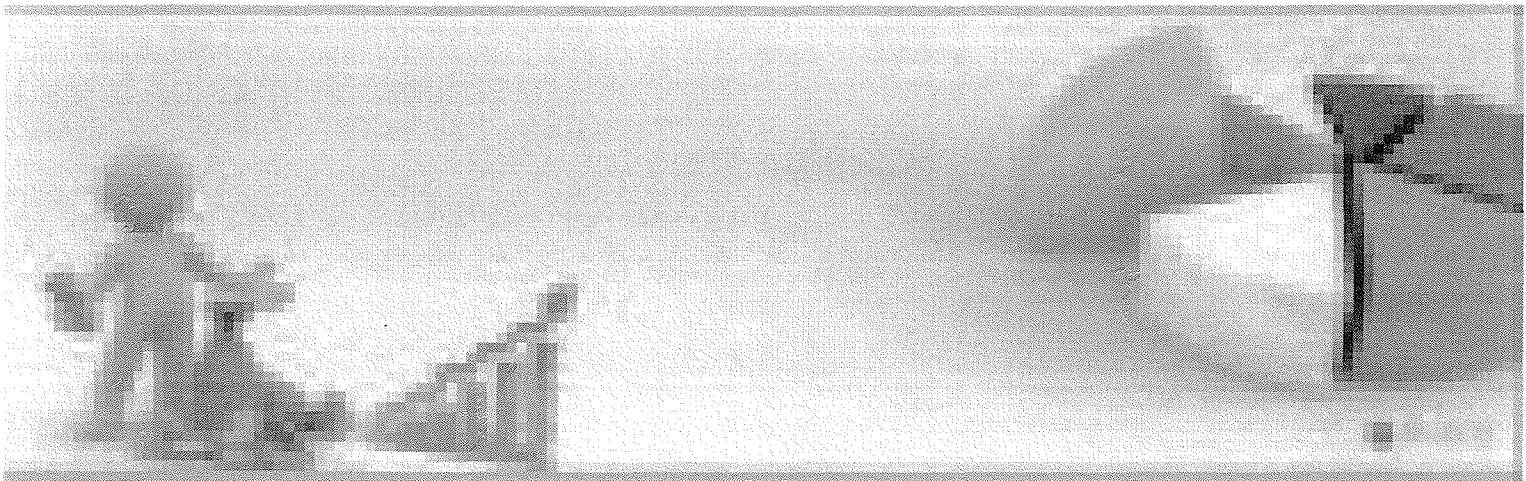
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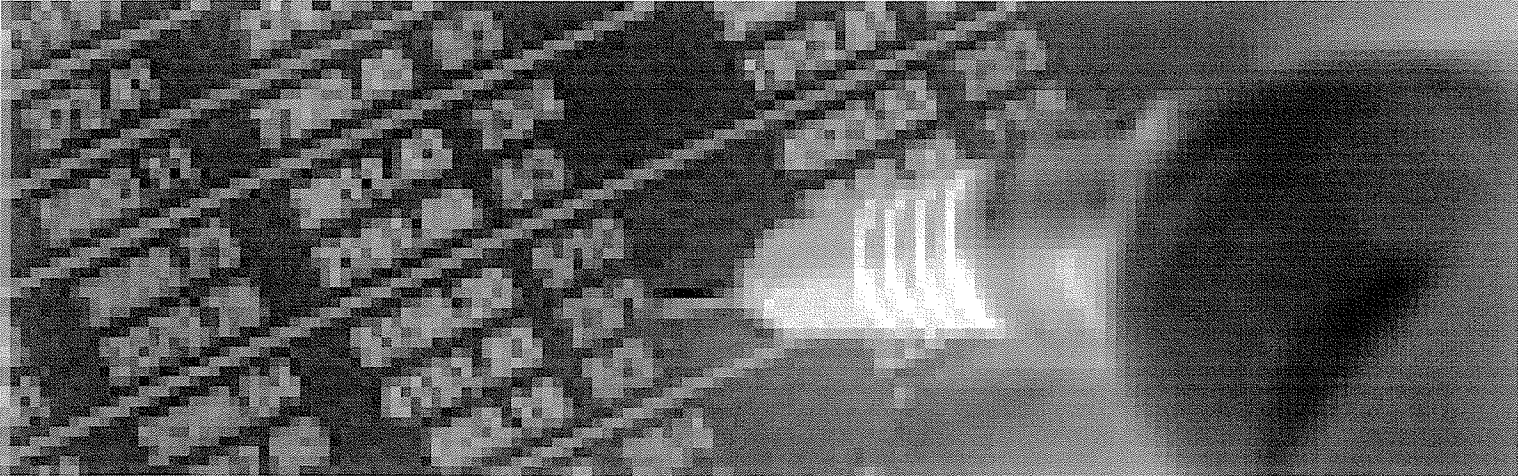
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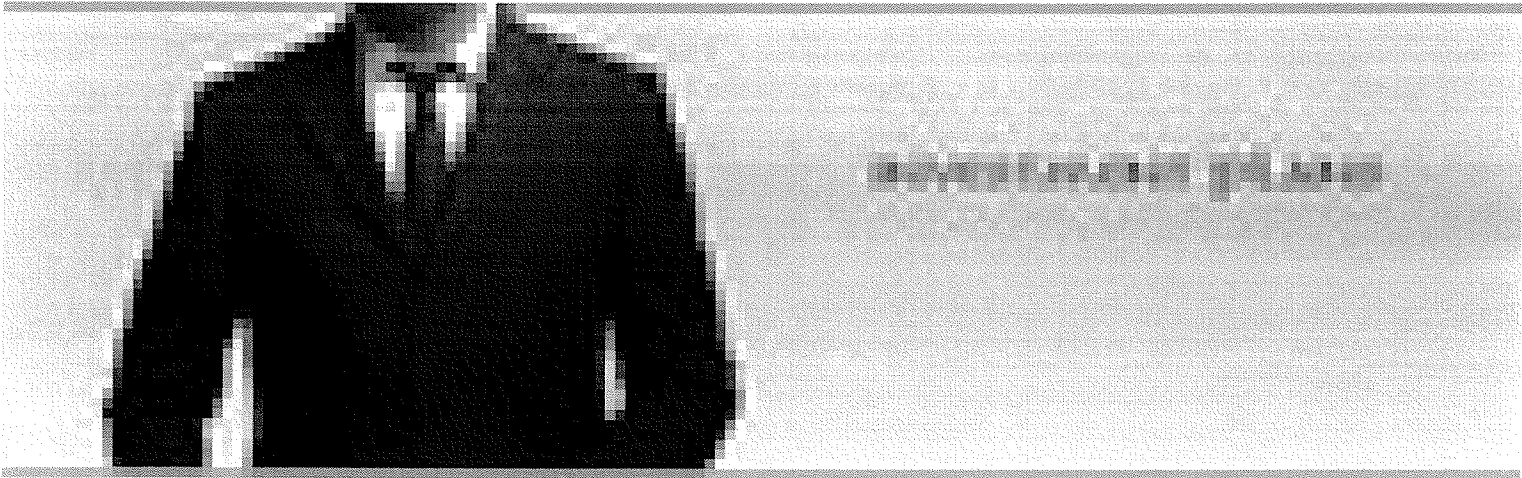


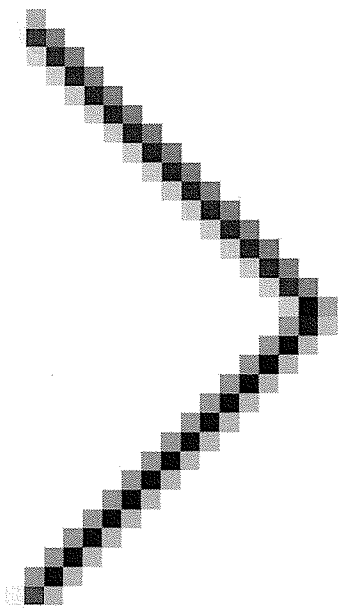
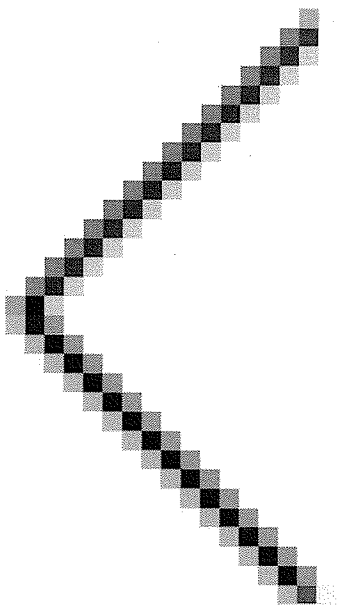
INVESTMENT pLANS

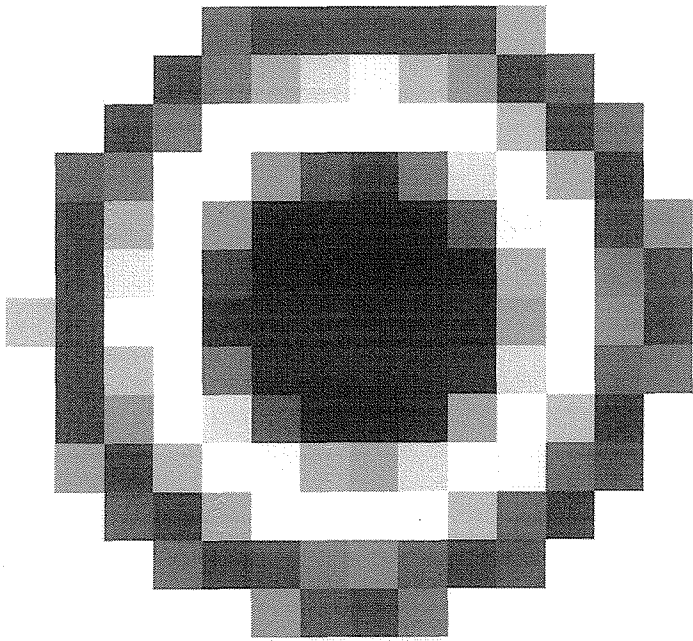
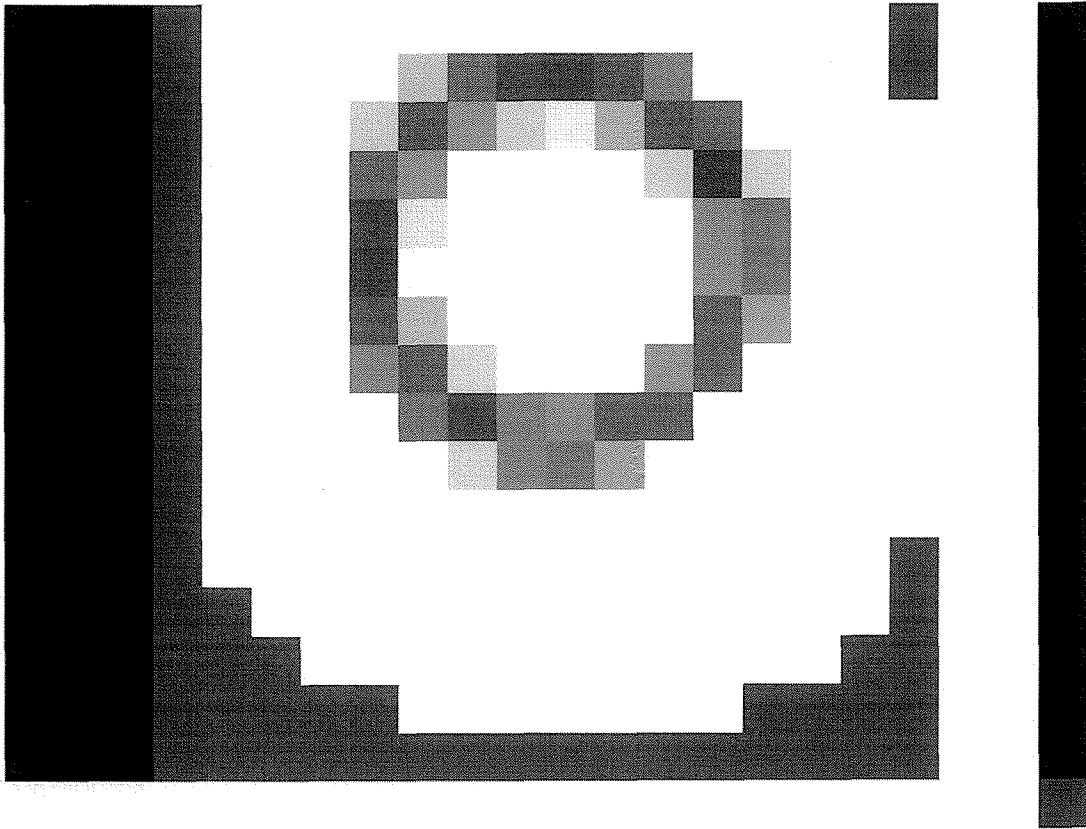












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Modified Thursday, January 24, 2013
Date:

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Modified Tuesday, February 26, 2013
Date:

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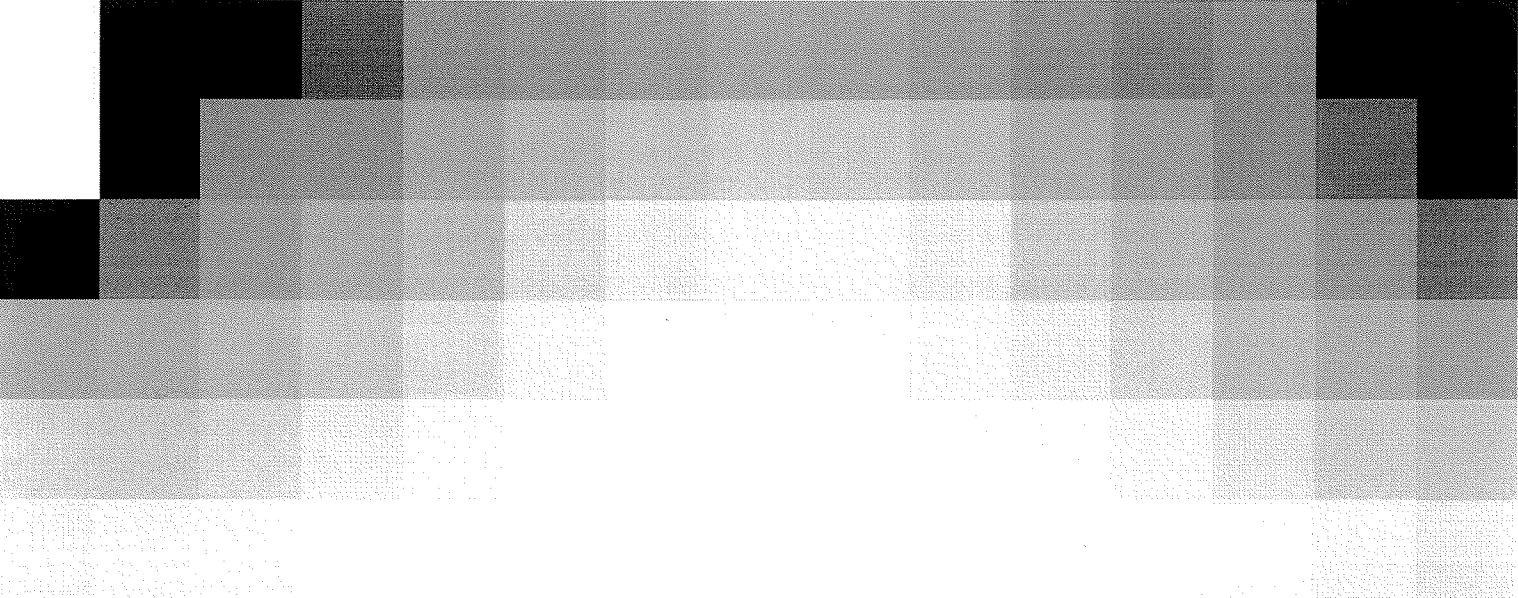
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Modified Date: Wednesday, February 27, 2013

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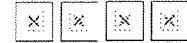
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Modified Date: Wednesday, February 27, 2013

Exception: Not humanly readable

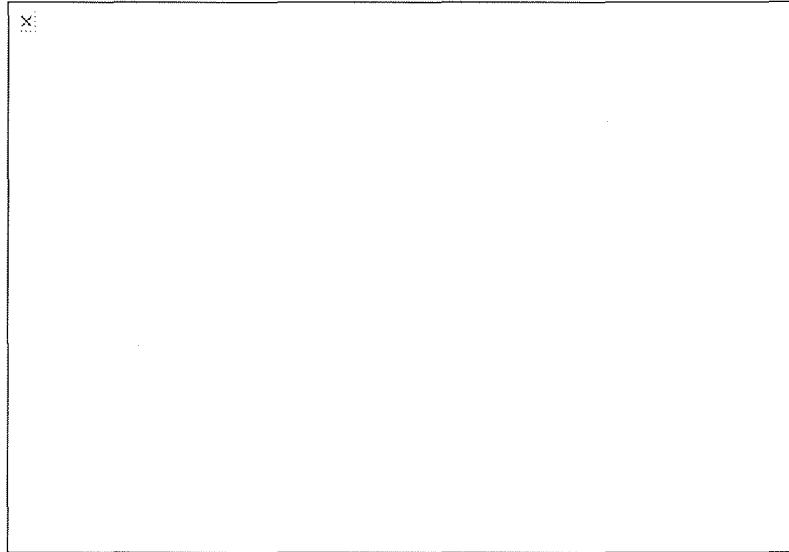


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Address

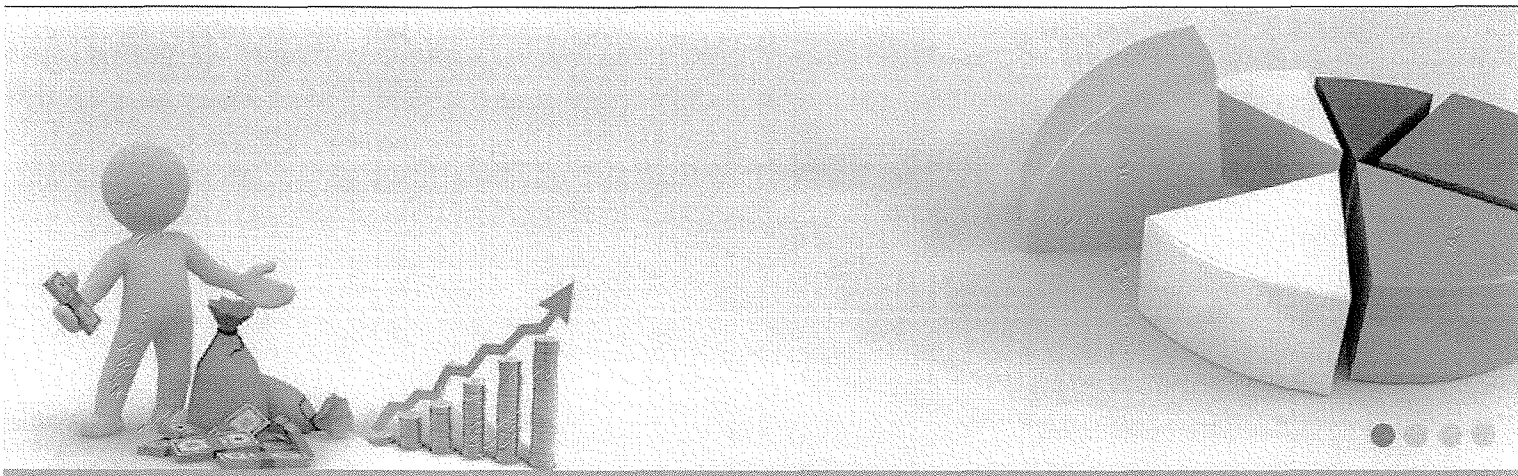
Country XXXXXXXX
City XXXXXXXX
Phone 00001342232
Fax 012338382
E-mail mailid @xmail.com

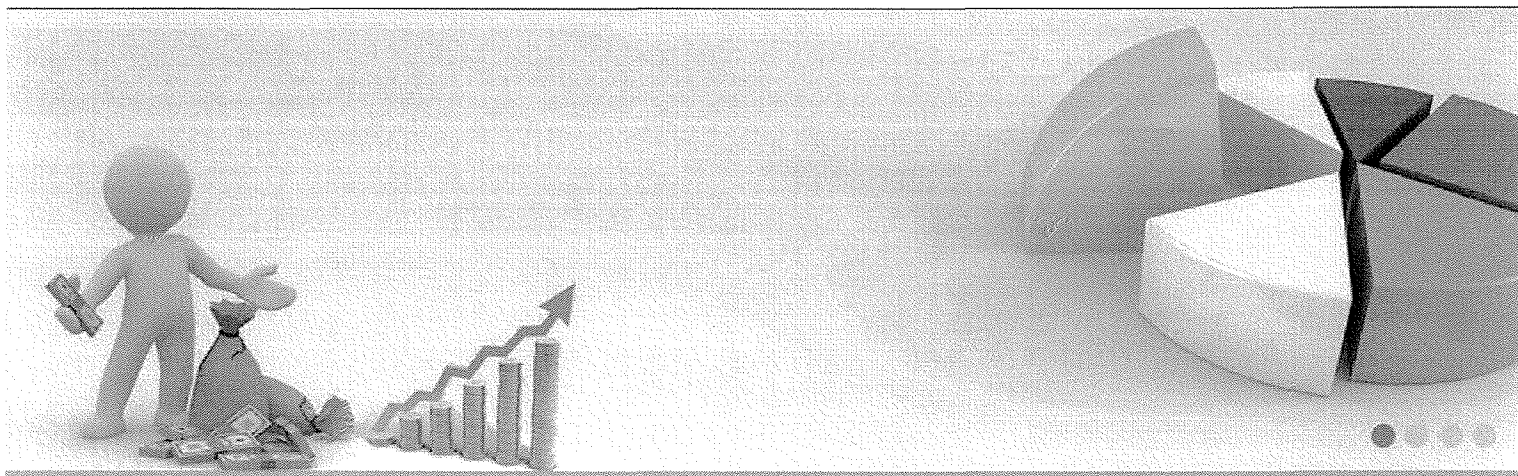
News Letter

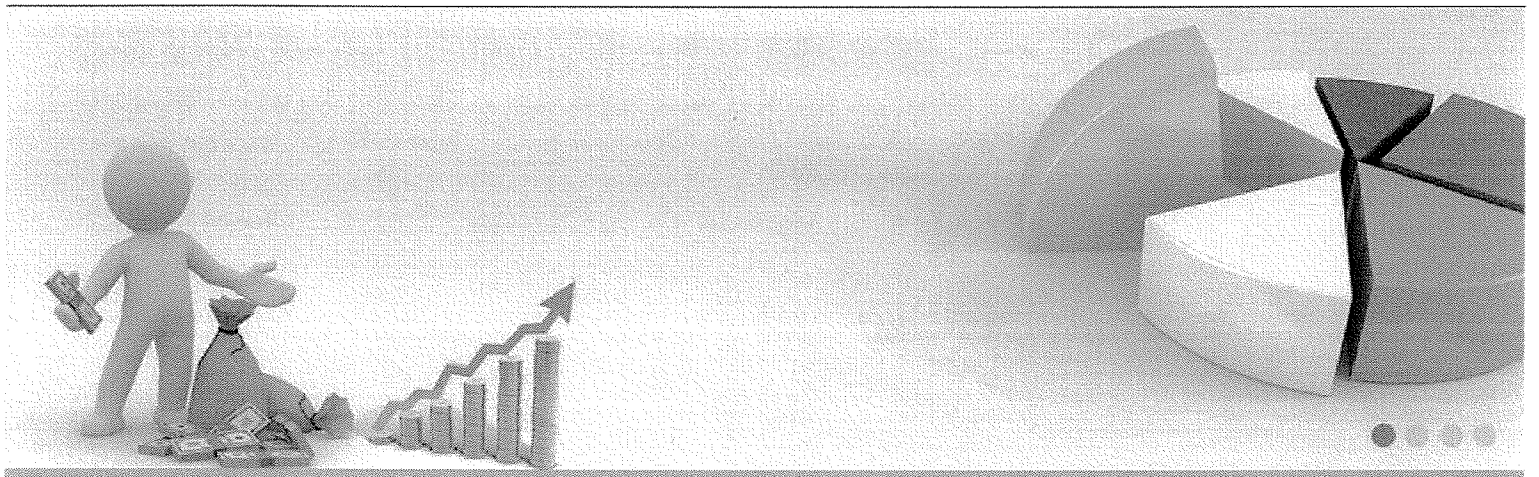
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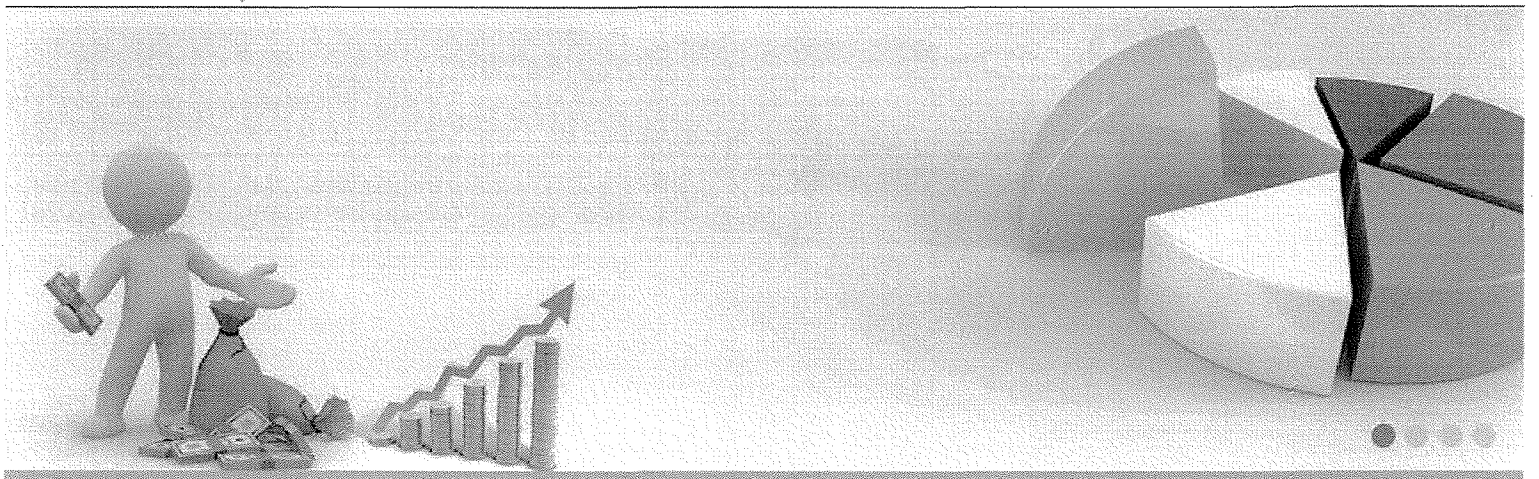
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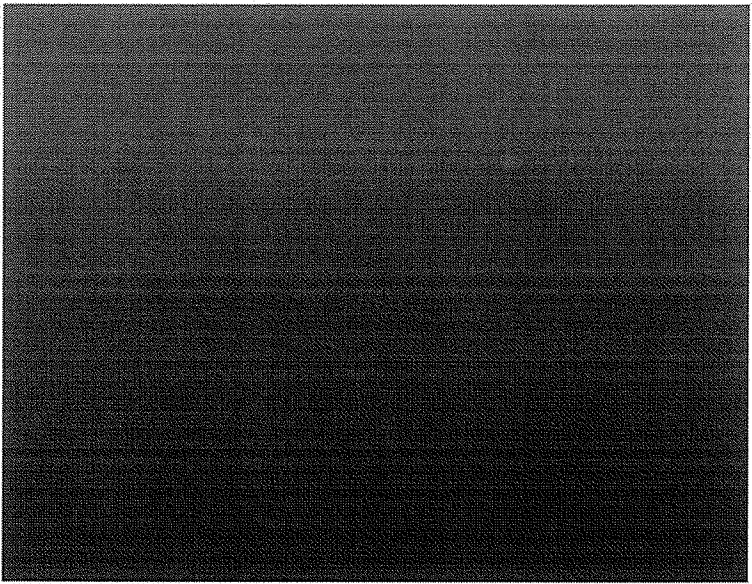
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Who We Are?

The philosophy of Benson Union doesn't limit financial freedom of its investors by enabling its customers to make deposits with a number of ways.

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Risk Management

Online Forex trading involves certain risks and potential threats. For example, hackers may steal your username and password and sell your investments to get money which they will eventually

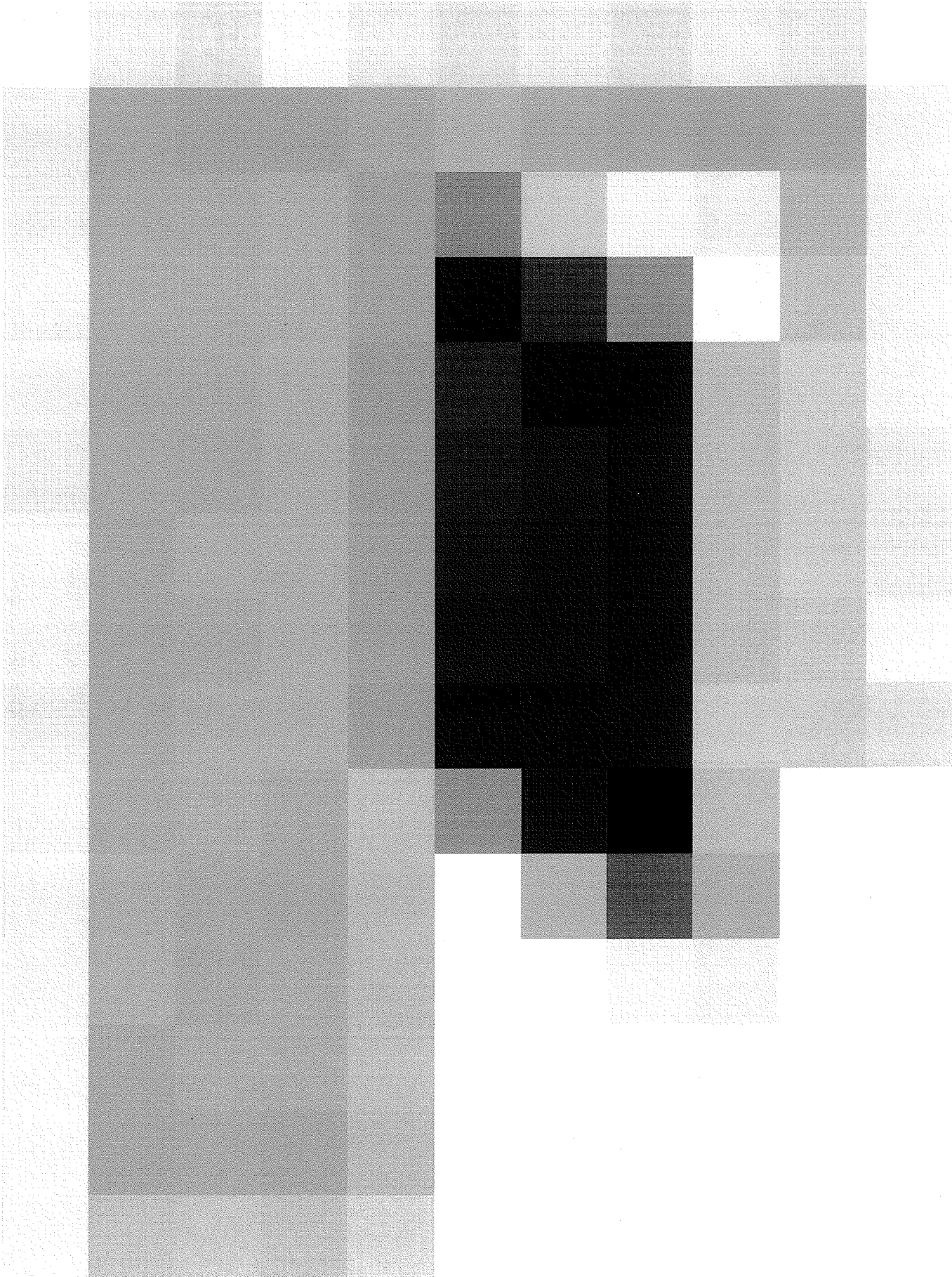
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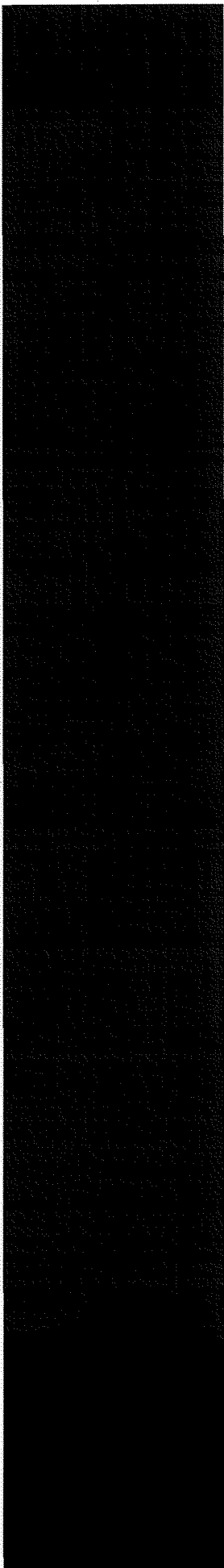
Latest News

Online Forex trading involves certain risks and potential threats.

For example, hackers may steal your username and password and sell your investments ...

Profits Calculator

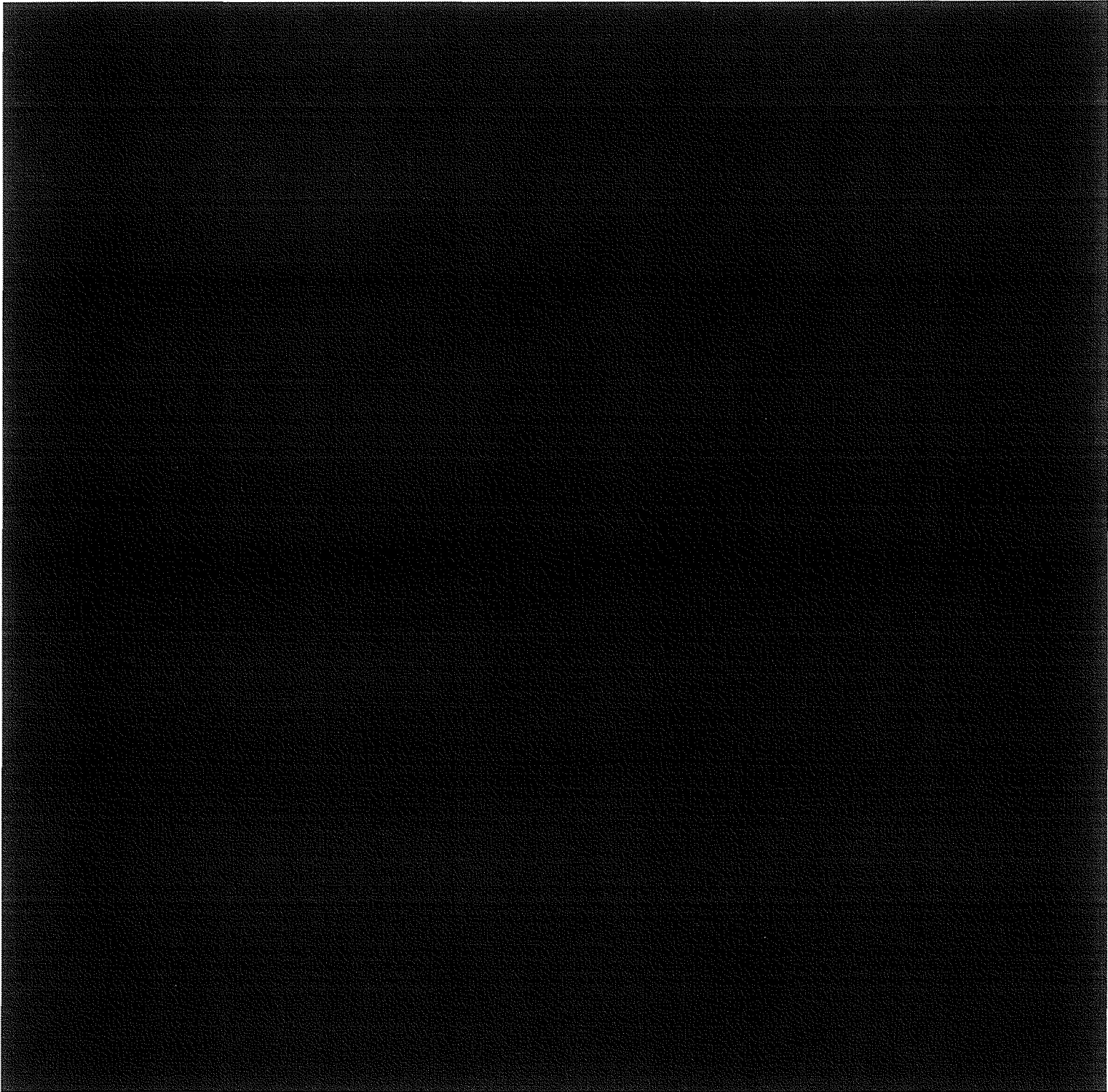




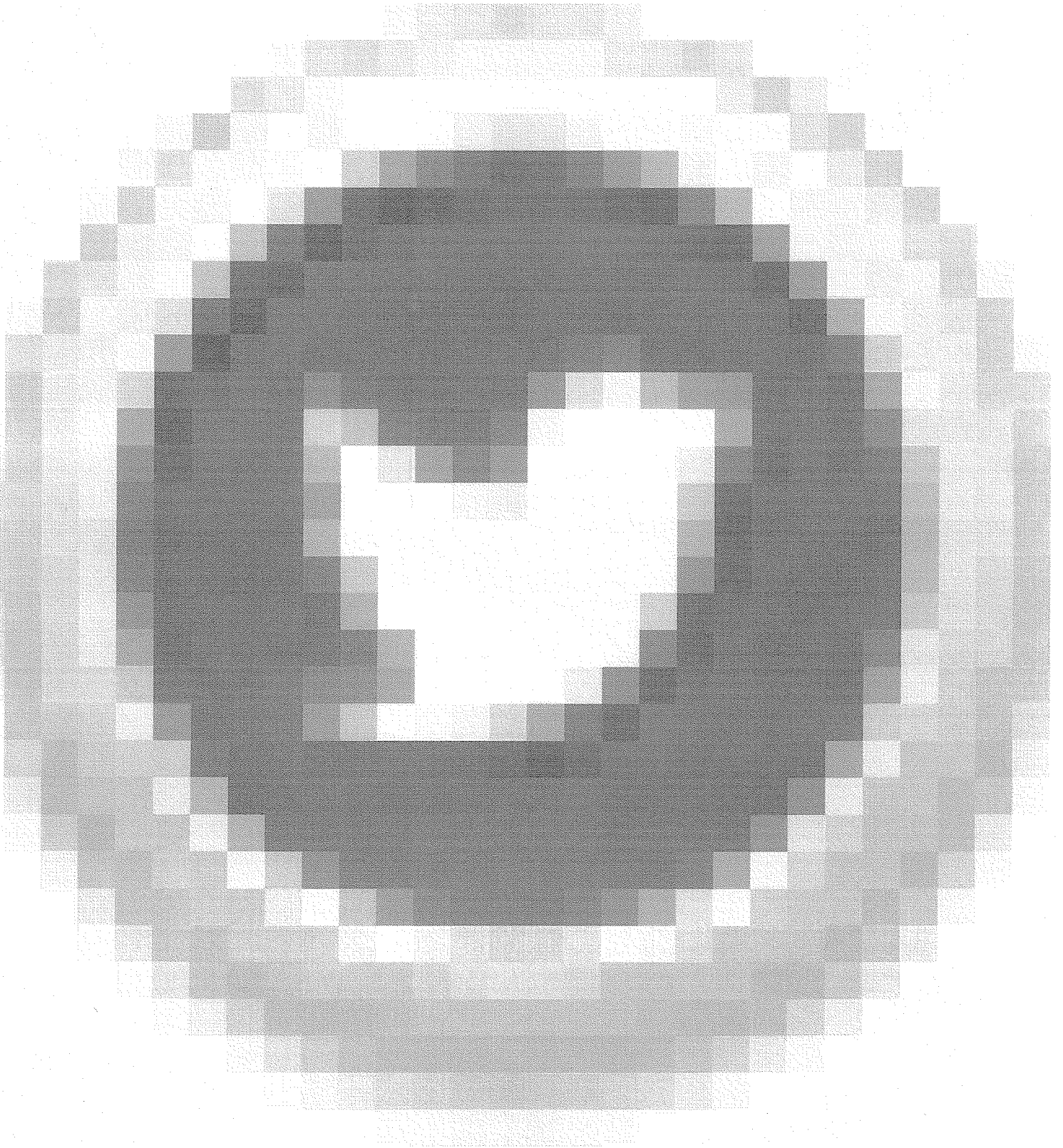




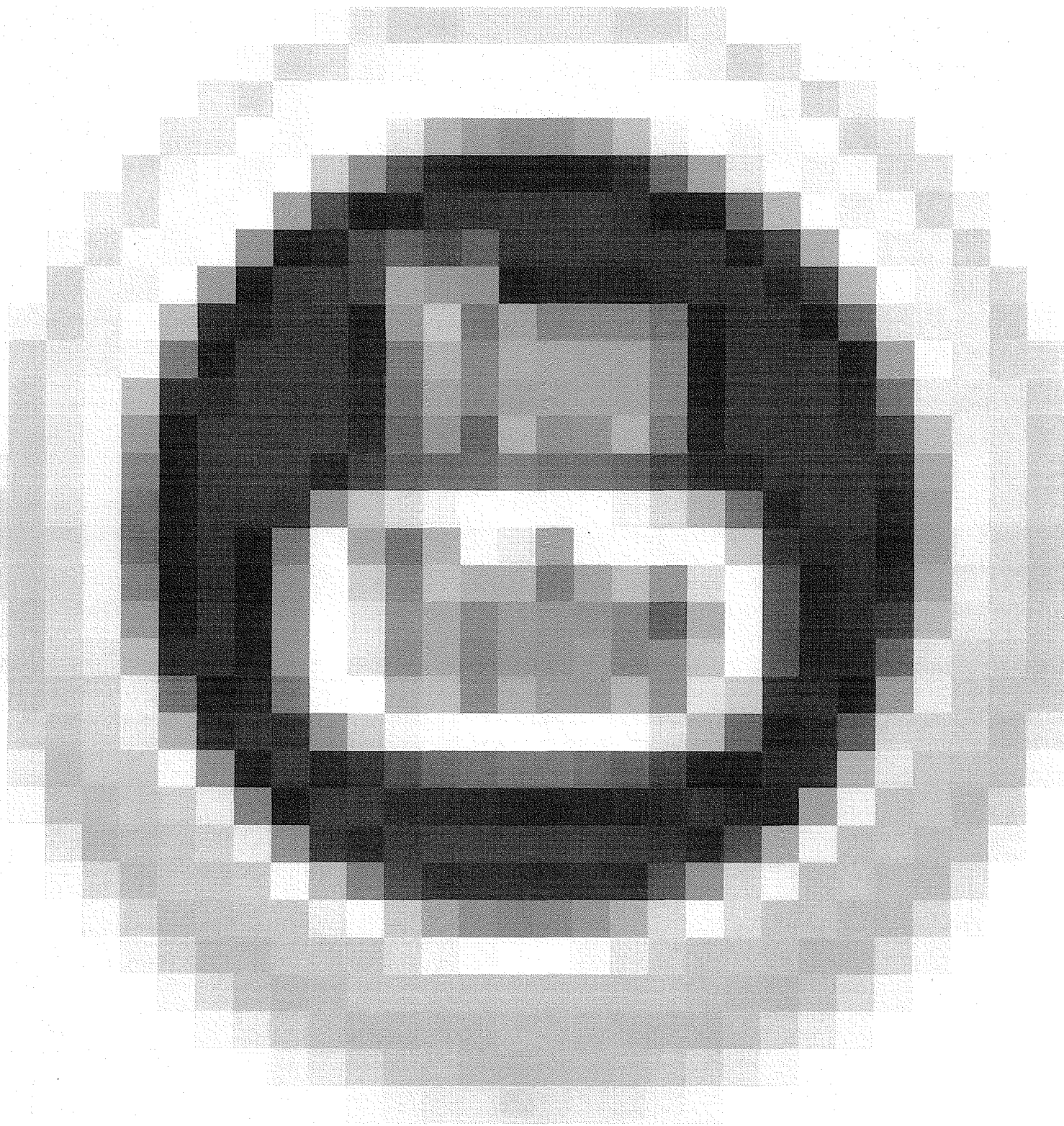
Profits Paradise











UNDER CONSTRUCTION

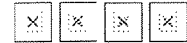


Welcome to

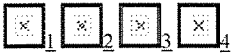
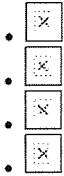
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The Adobe Flash Player or an HTML5 supported browser is required for video playback.
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Welcome to Profits Paradise

StallionGold is precious metals holding and investment company offering its services to the international community of new generation of online investors. Investing in gold and silver has been traditionally considered as a way to preserve capital saved in national currencies, however today this approach is not as straight forward as it may seem.

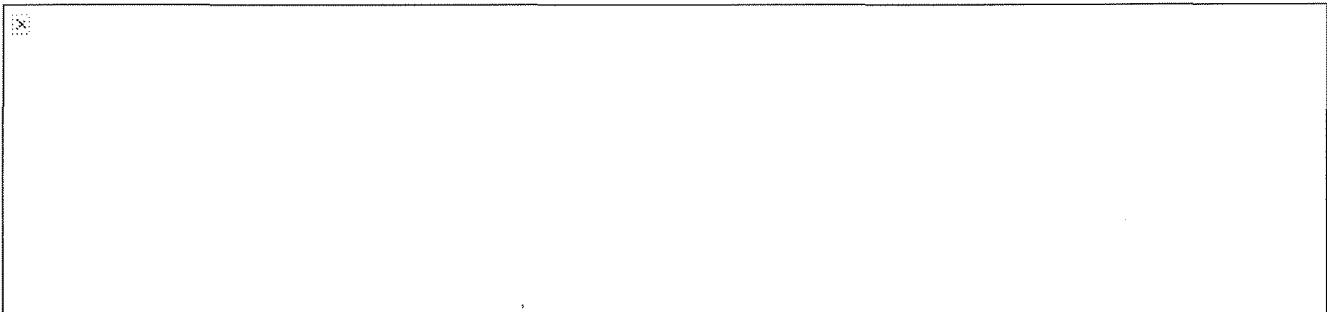
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Principal Amount

Compounding Rate

Deposit Period



Why us

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Address

Country XXXXXXXX

City XXXXXXXX

Phone 00001342232

Fax 012338382

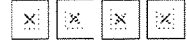
E-mail mailid@xmail.com

News Letter

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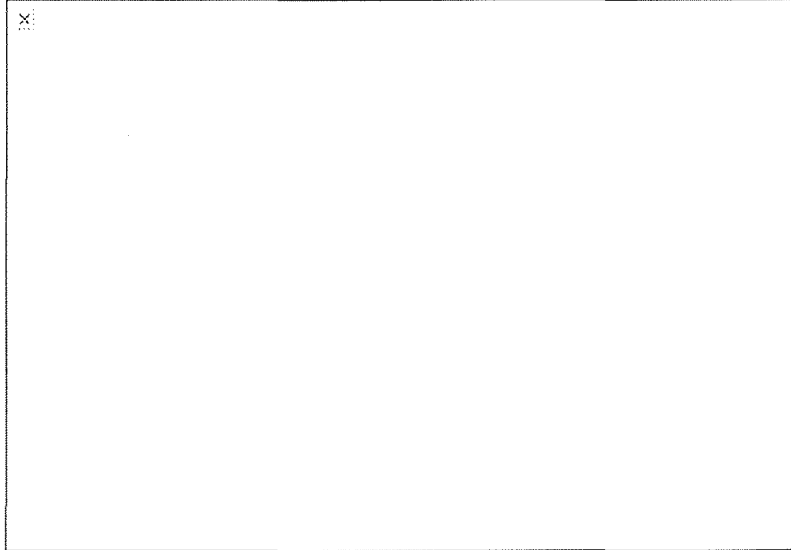


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E-mail mailid @xmail.com

News Letter

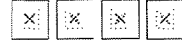
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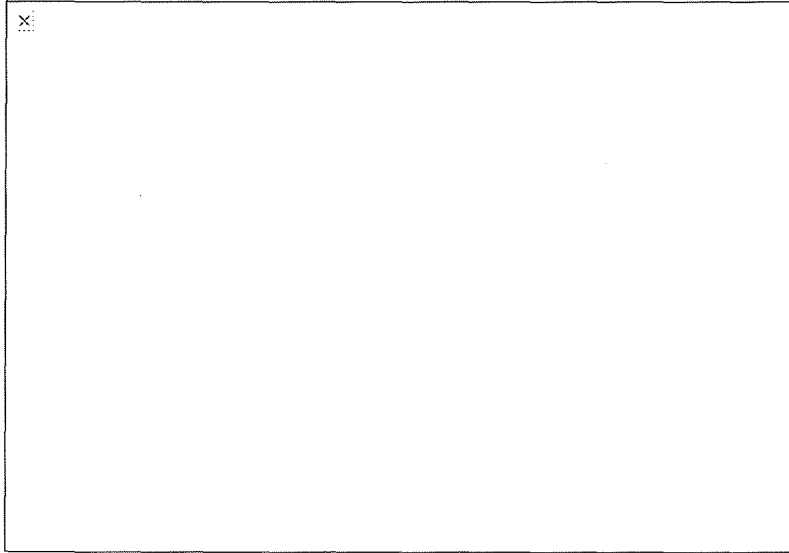


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NEWS



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News Letter

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SUBSCRIBE

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Attachment U

From: Nathan Jones [coolblu49@gmail.com]

Sent: Friday, March 01, 2013 8:58 AM

To: [REDACTED] Paul Allen

Subject: PP - Plan details

Hi [REDACTED]

Pls find below the three plan details for PP. Use the numbers accordingly.

Plan 1:

Deposit: \$10-\$750

Returns: 1.5% daily

Total ROI: 180%

Plan 2:

Deposit: \$750-\$3500

Returns: 1.75% daily

Total ROI: 210%

Plan 3:

Deposit: \$3500 and above

Returns: 2% daily

Total ROI: 240%

And compounding is as discussed earlier.
Please call me if you need any clarification.

Regards
Nathan

Attachment V

From: Liberty Smith <livewithliberty@gmail.com>

Sent: Friday, March 1, 2013 2:38 PM

To: Nathan Jones <coolblu49@gmail.com>

Cc: Alex Anderson <alex.uma2@gmail.com>; [REDACTED]

Subject: PP Content 1: About us/Home page intro

Profits Paradise is an investment management company that deals in multiple financial sectors. The current economic instability in the world makes it imperative to look for stable sources of income that provide guaranteed profits on your investment. Here's where we come in.

It is a known fact that massive profits require massive investment capital which is out of the reach of the average small investor. Not anymore.

We at Profits Paradise allow investors to join in with small amounts which are pooled together to make huge profits in forex, stocks and commodity trading.

Whether you are an individual or a group, with small, medium or large investment budgets, we have something just for you.

Our dedicated staff works round the clock to tap the best financial deals across the globe. Your money is handled by a team of qualified professionals with several years of experience in investment portfolio management. Our unique trading strategy, extensive market research, and industry know-how guarantee profits with minimal risk so that you can relax and reap the benefits of our financial expertise.

Attachment W

From: Paul Allen <unitedforex47@gmail.com>
Sent: Friday, March 1, 2013 4:20 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: About Profit paradise business

Profits Paradise is an investment management company that deals in multiple financial sectors. The current economic instability in the world makes it imperative to look for stable sources of income that provide guaranteed profits on your investment. Here's where we come in.

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Attachment X

From: Nathan Jones <coolblu49@gmail.com>
Sent: Sunday, March 10, 2013 11:09 AM
To: Alex Anderson <alex.uma2@gmail.com>; Garry Parker <garryparker003@gmail.com>;
[REDACTED]
Subject: PP final look
Attach: PP_v5.zip

Hi Team,

PFA PP v5 zip file.

Extract it and open index.html to go to Paradise :-)

FYI

1. "News" quick link item is removed in home page but exists in other pages
2. Footer is different in home page and other pages.

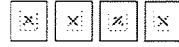
Just to show you diff options.

Regards
Nathan



Sign in

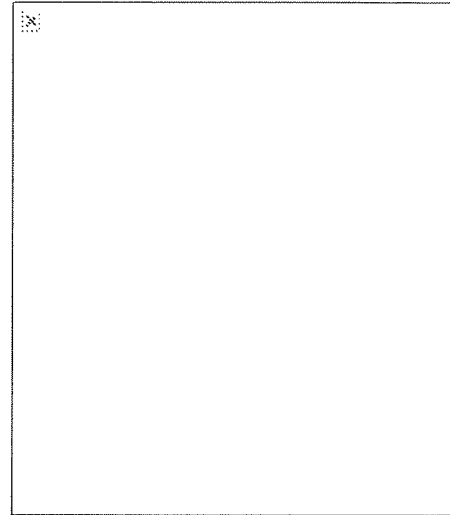
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Profits Paradise is an investment management company that deals in multiple financial sectors. The current economic instability in the world makes it imperative to look for stable sources of income that provide guaranteed profits on your investment. Here's where we come in. It is a known fact that massive profits require massive investment capital which is out of the reach of the average small investor. Not anymore. We at Profits Paradise allow investors to join in with small amounts which are pooled together to make huge profits in forex, stocks and commodity trading. Whether you are an individual or a group, with small, medium or large investment budgets, we have something just for you. Our dedicated staff works round the clock to tap the best financial deals across the globe. Your money is handled by a team of qualified professionals with several years of experience in investment portfolio management. Our unique trading strategy, extensive market research, and industry know-how guarantee profits with minimal risk so that you can relax and reap the benefits of our financial expertise.

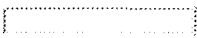


Why us
The philosophy of Benson Union doesn't limit financial freedom of its investors by enabling its customers to make deposits with a number of ways.

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City XXXXXXXX
Phone 00001342232
Fax 012338382
E-mail mailid @xmail.com

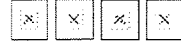
News Letter

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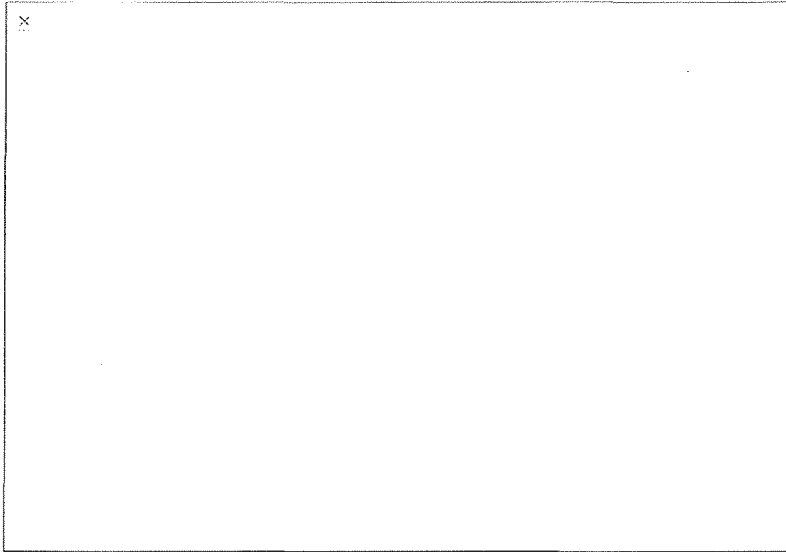


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New User Register



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News Letter

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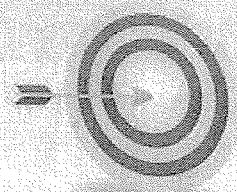
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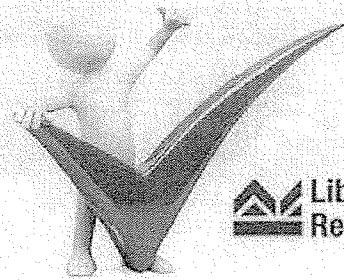
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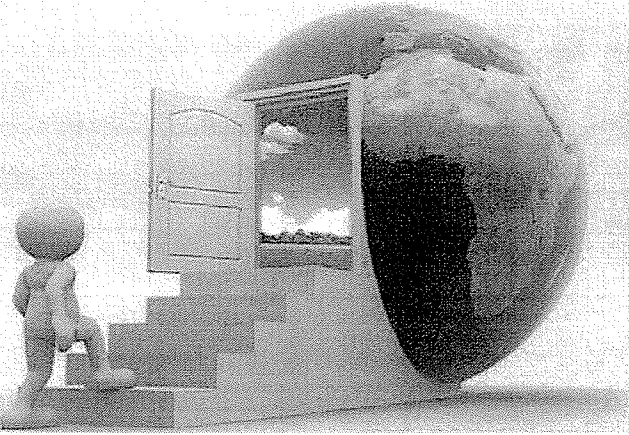
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Forex
Stocks
Commodities
and MUCH MORE ...



Multiple e-currencies for your Convenience





Open your doors
to Paradise

Plans that suit every Wallet.

Plan-1

Deposit: \$10-\$750
Returns: 1.5% daily
Total ROI: 180%



Plan-2

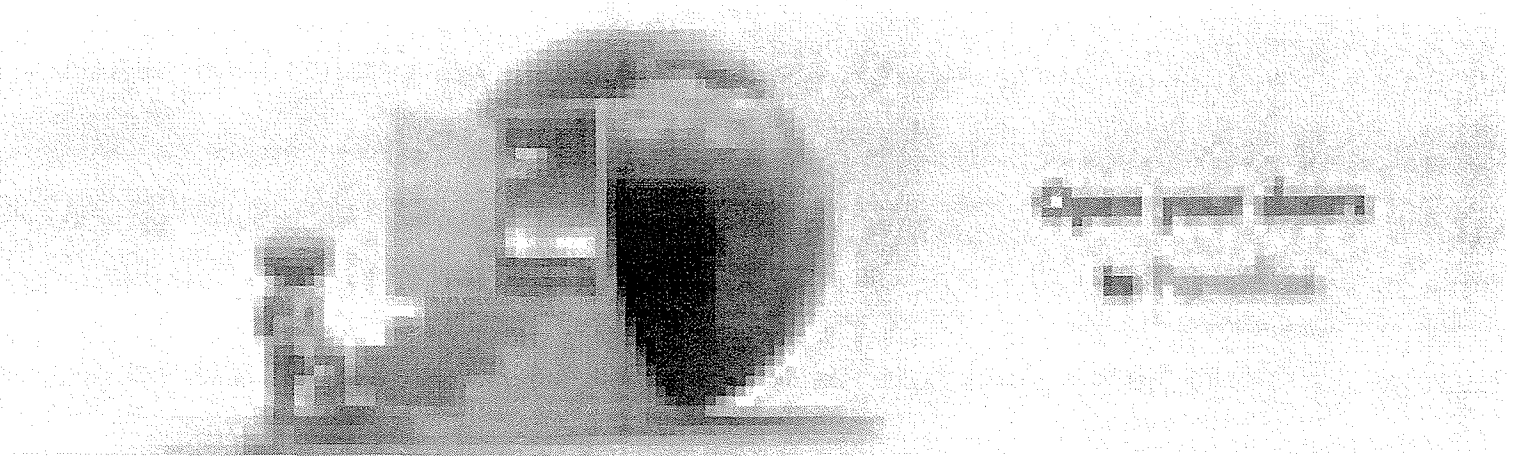
Deposit: \$750-\$3500
Returns: 1.75% daily
Total ROI: 210%



Plan-3

Deposit: \$3500 and above
Returns: 2% daily
Total ROI: 240%





Product Line Overview

Product A



Product A description text

Product B

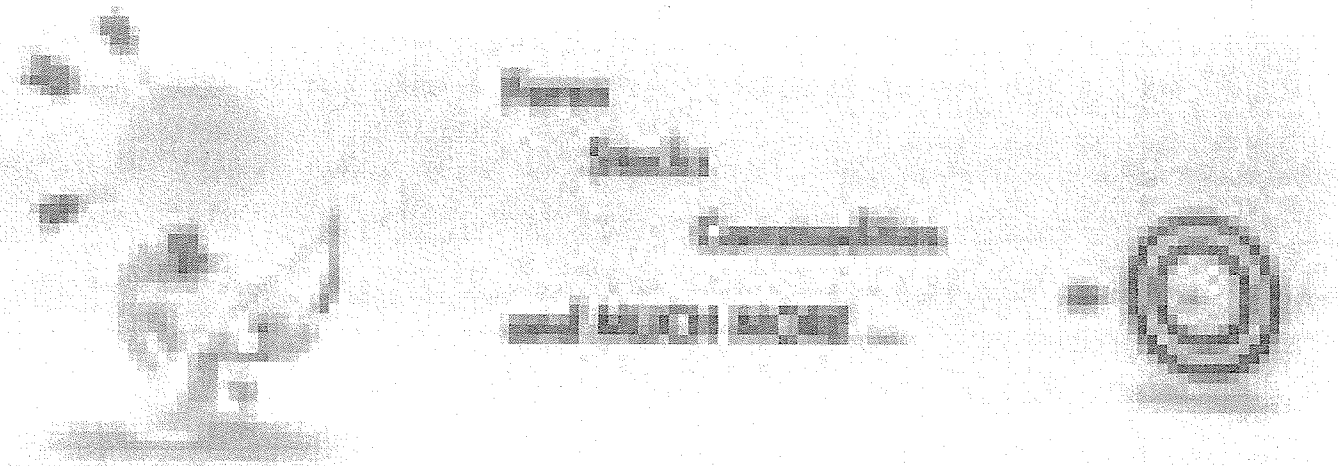


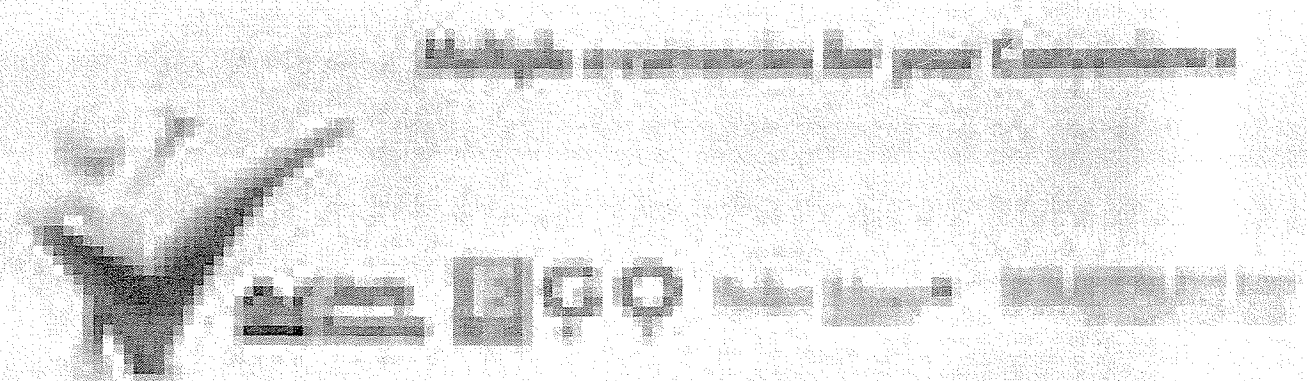
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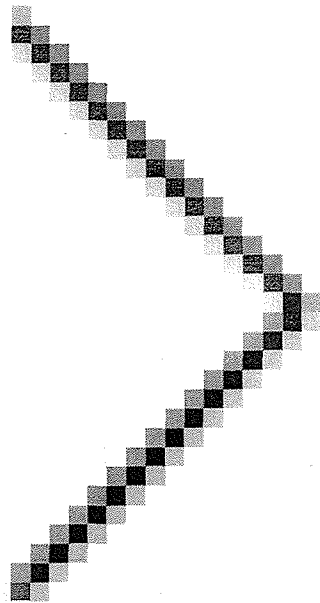
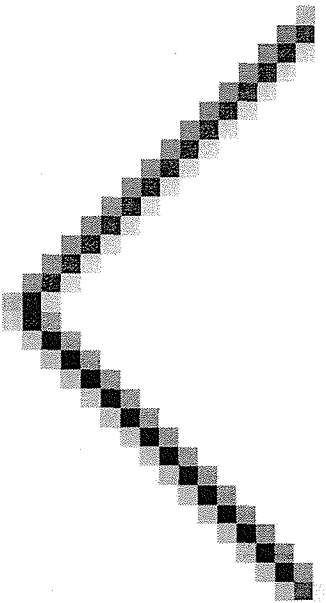
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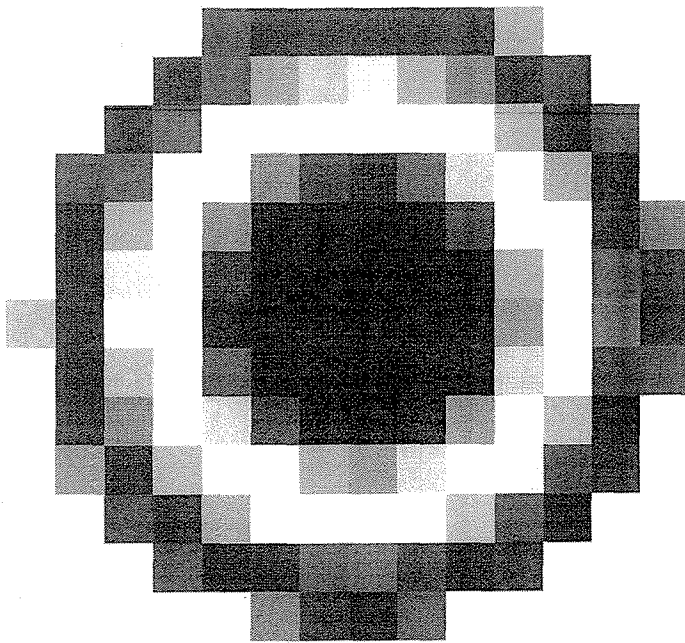
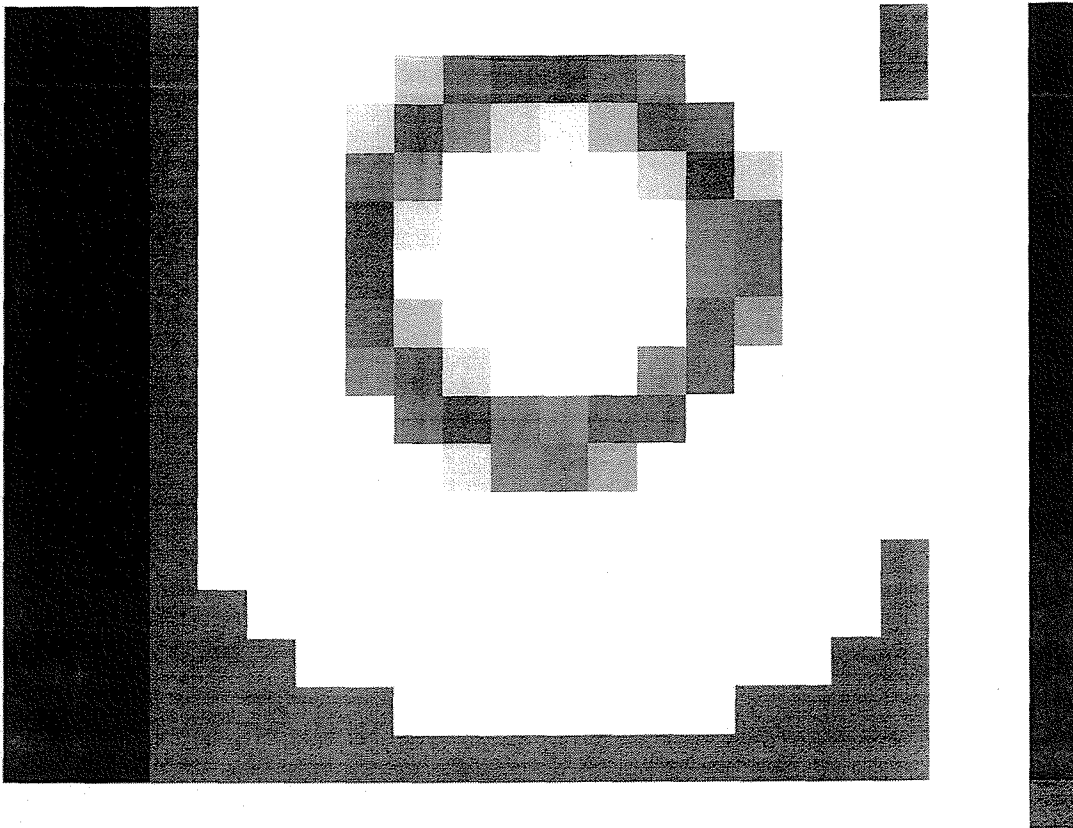


Product C description text









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Modified Thursday, January 24, 2013
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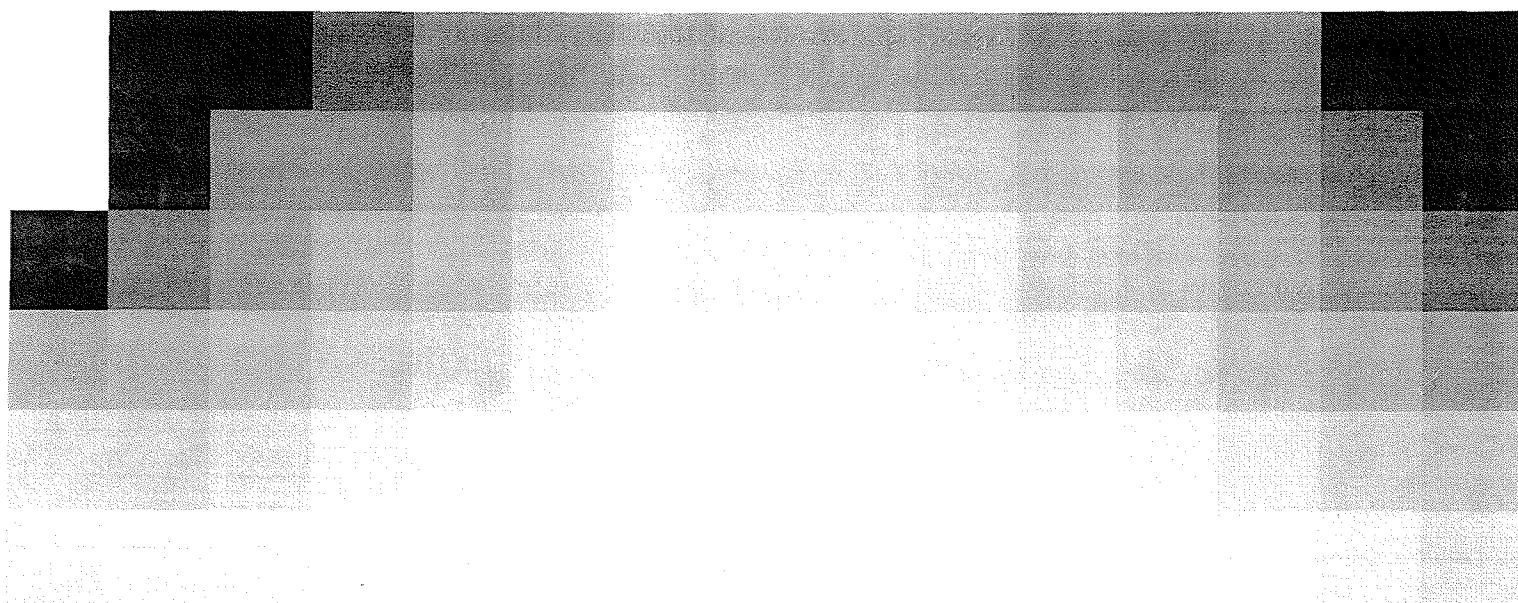
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takeout\alex.uma2@gmail.com-
20140217T042157Z-takeout\Mail\

Modified Date: Wednesday, February 27, 2013

Exception: Not humanly readable

How long does it take for my withdrawal to get processed?

Your withdrawals are processed within 48 hours on business days.

Can I invest using one payment processor and withdraw using another processor?

No, withdrawals are processed in the same payment processor that was used to make the deposit.

Do you have compounding?

Yes, you can compound your deposits in multiples of 10%.

How do I fund my account?

Sign into your account. Go to "Make Deposit", type the amount you wish to deposit, select payment processor, select rate of compounding, click on submit. On confirmation, you will be taken to the payment processor of your choice. Fund your account.

How do I withdraw funds?

Sign into your account. Go to "Withdraw Funds", type the amount you wish to withdraw, select payment processor, and click submit. You will receive the amount within 48 hours. Please do not raise a support ticket during this period.

How do I contact you for any questions that are not answered here?

Sign into your account. Go to "Contact Us", type the subject, select category, type your message in English, and click submit. The support staff will contact you within 48 hours.

Can different family members use the same payment processor and IP address?

No, each family member should have a separate account with a separate payment processor. Email Support regarding different family members before funding to get approval of IP address.

Is the principle returned after 120 days?

The principle amount is included in your daily returns.

Why us

The philosophy of Benson Union doesn't limit financial freedom of its investors by enabling its customers to make deposits with a number of ways.

Address

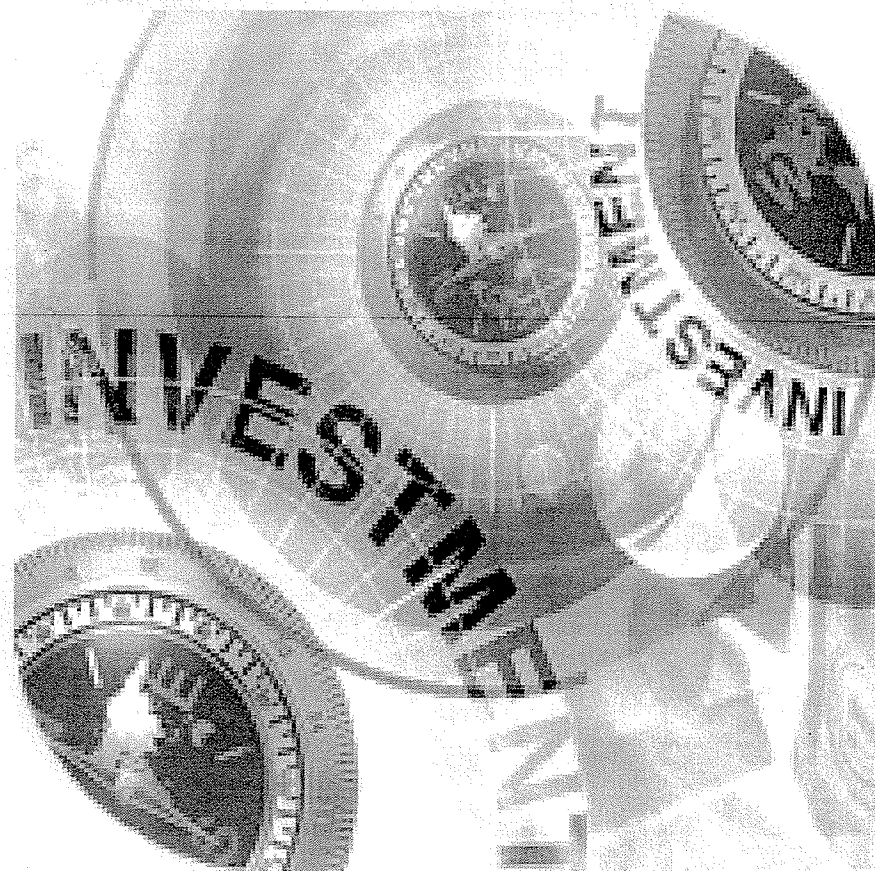
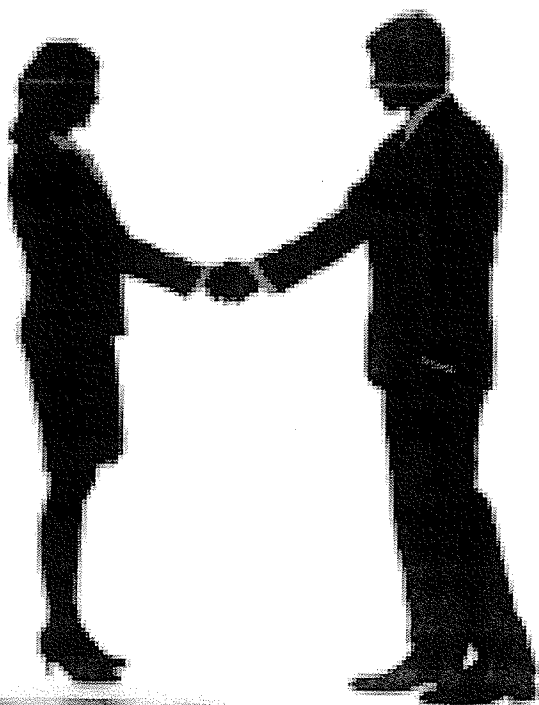
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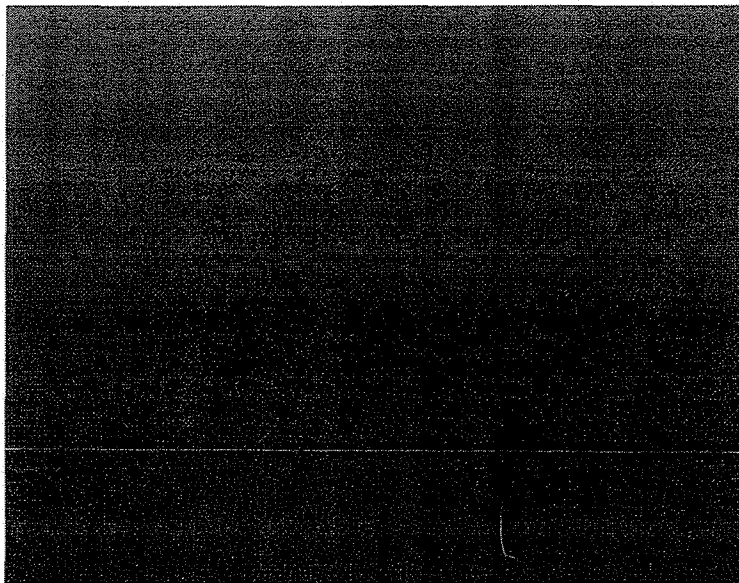
News Letter

Enter you mail here

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Who We Are?

The philosophy of Benson Union doesn't limit financial freedom of its investors by enabling its customers to make deposits with a number of ways.

[▶ read more](#)

Risk Management

Online Forex trading involves certain risks and potential threats. For example, hackers may steal your username and password and sell your investments to get money which they will eventually

[▶ read more](#)

Latest News

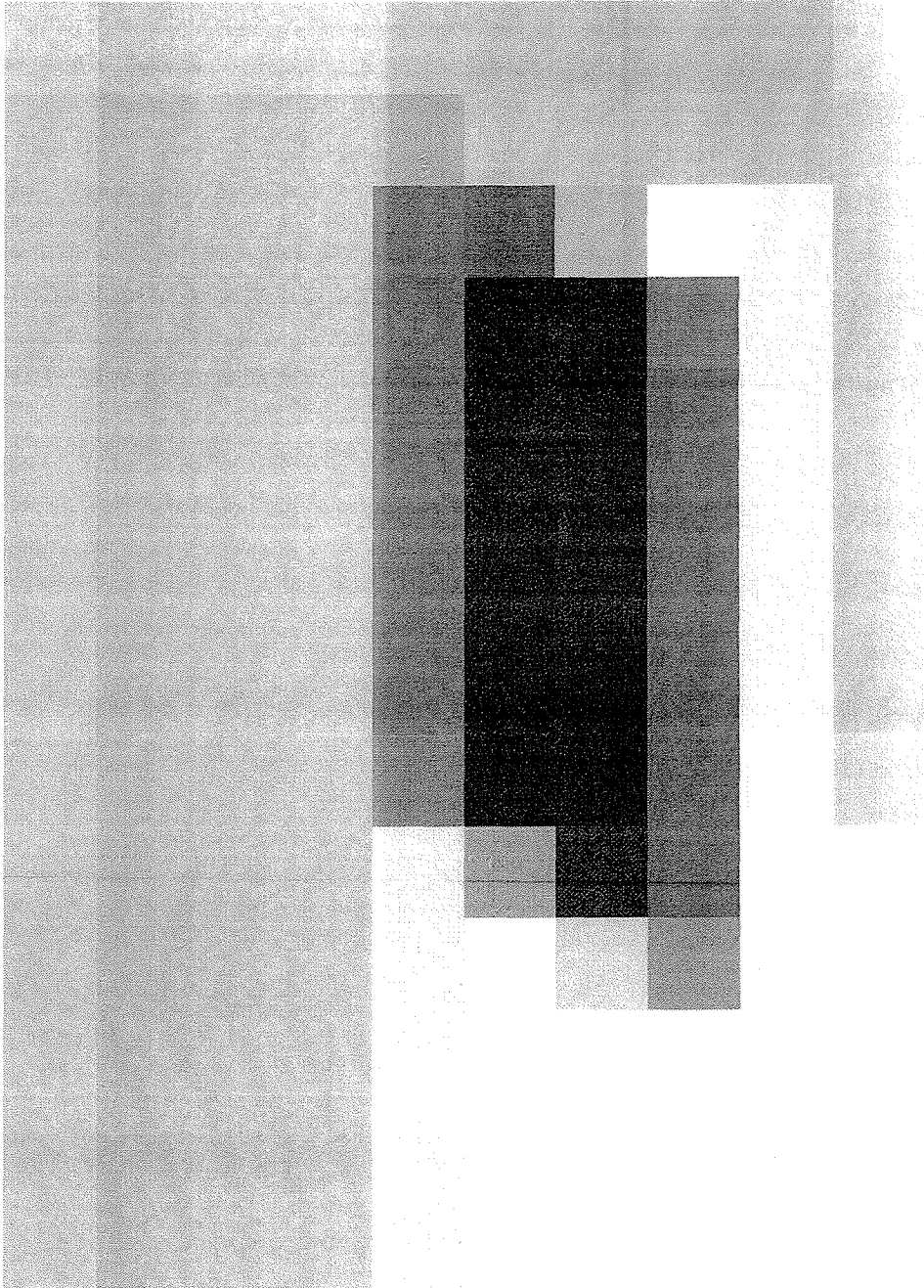
Online Forex trading involves certain risks and potential threats.

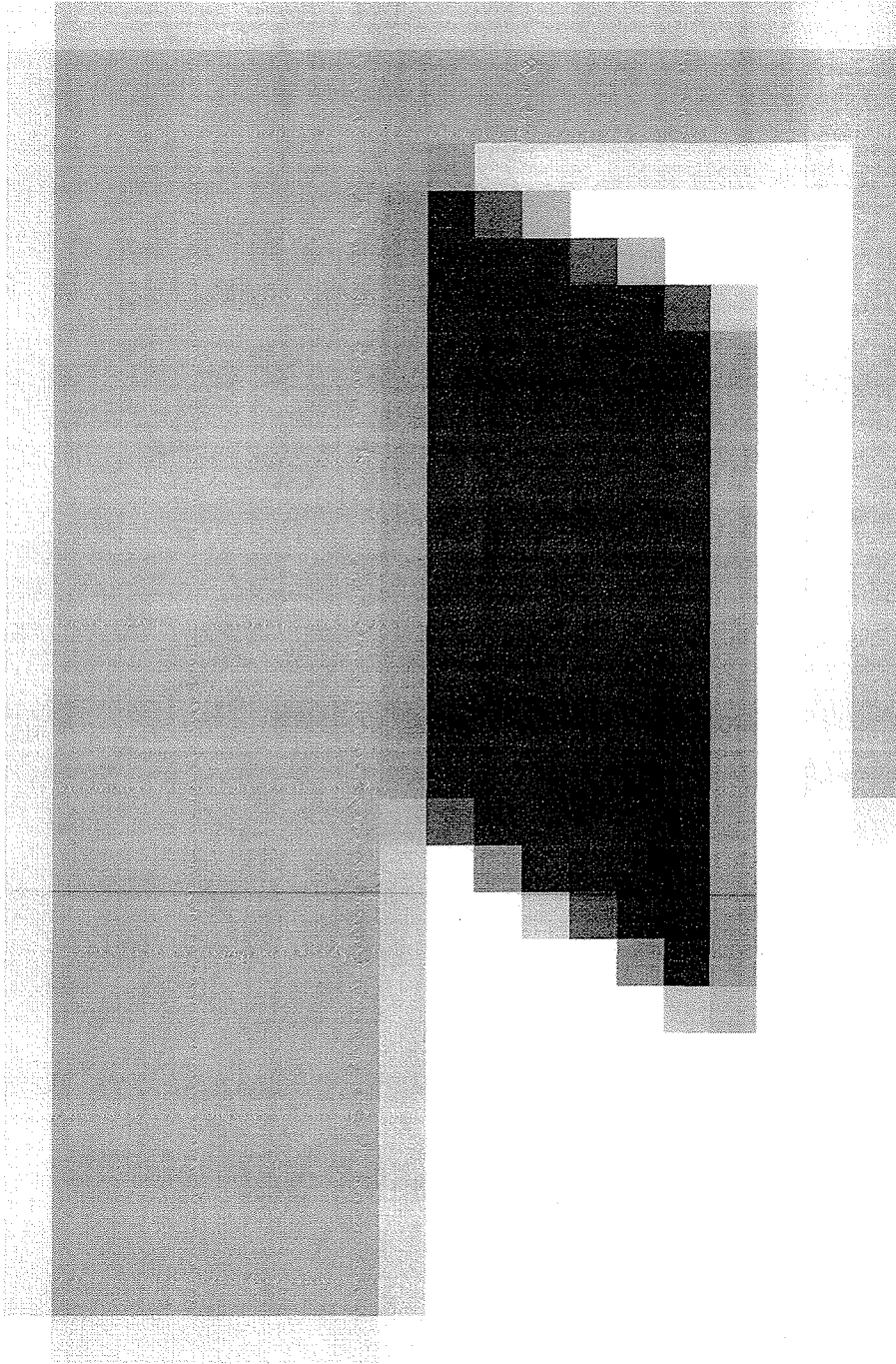
For example, hackers may steal your username and password and sell your investments ...

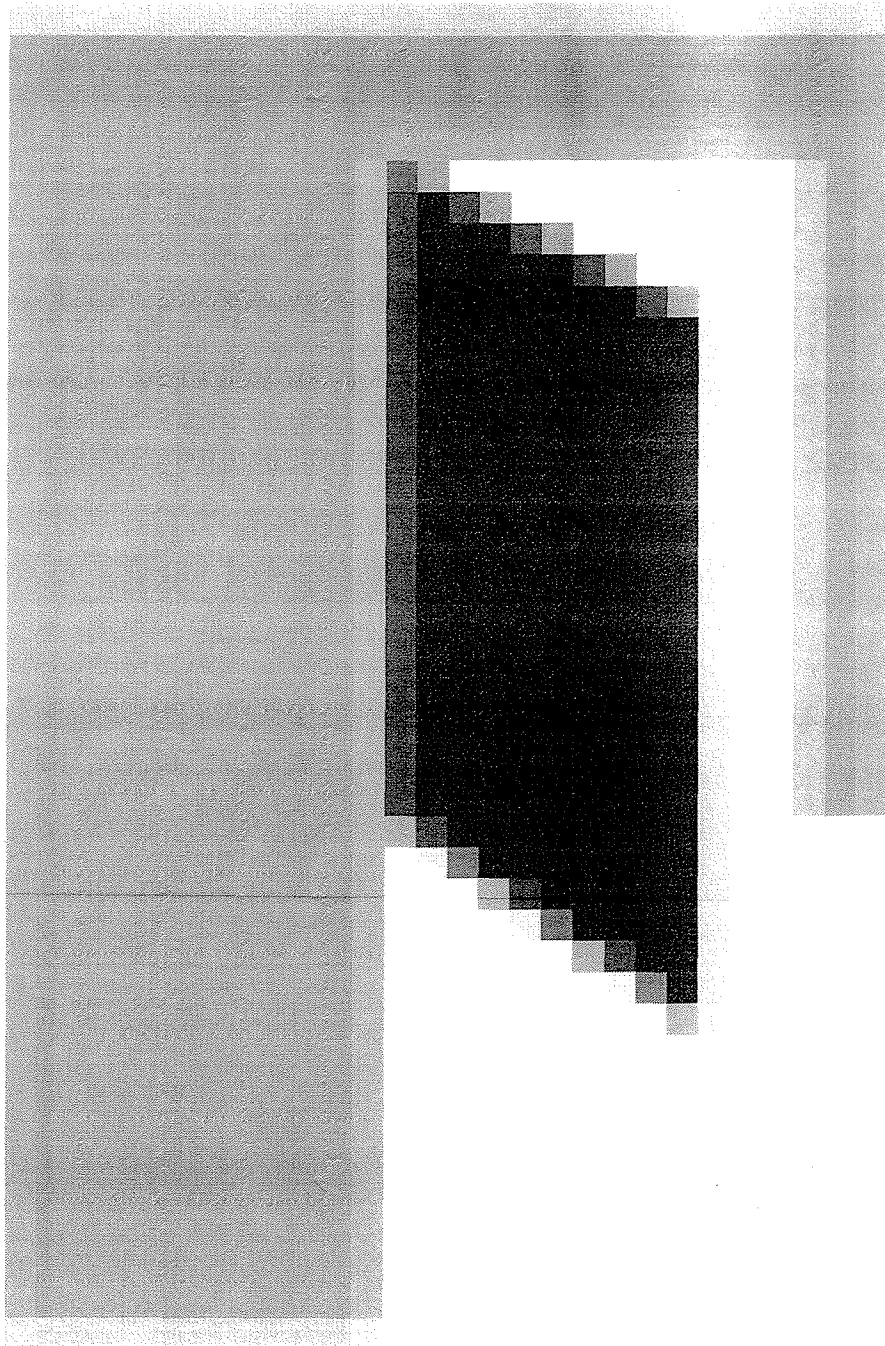
Profits Calculator

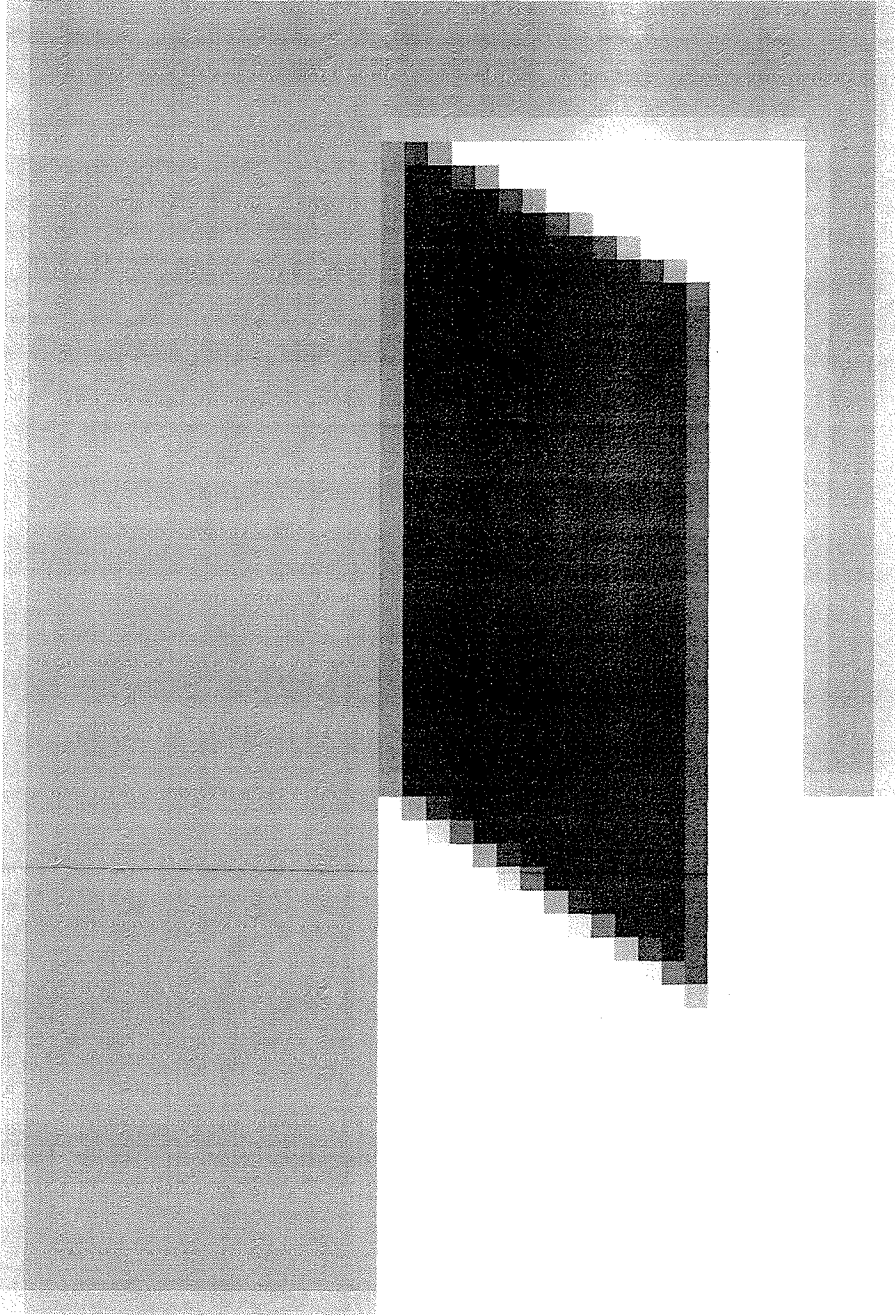


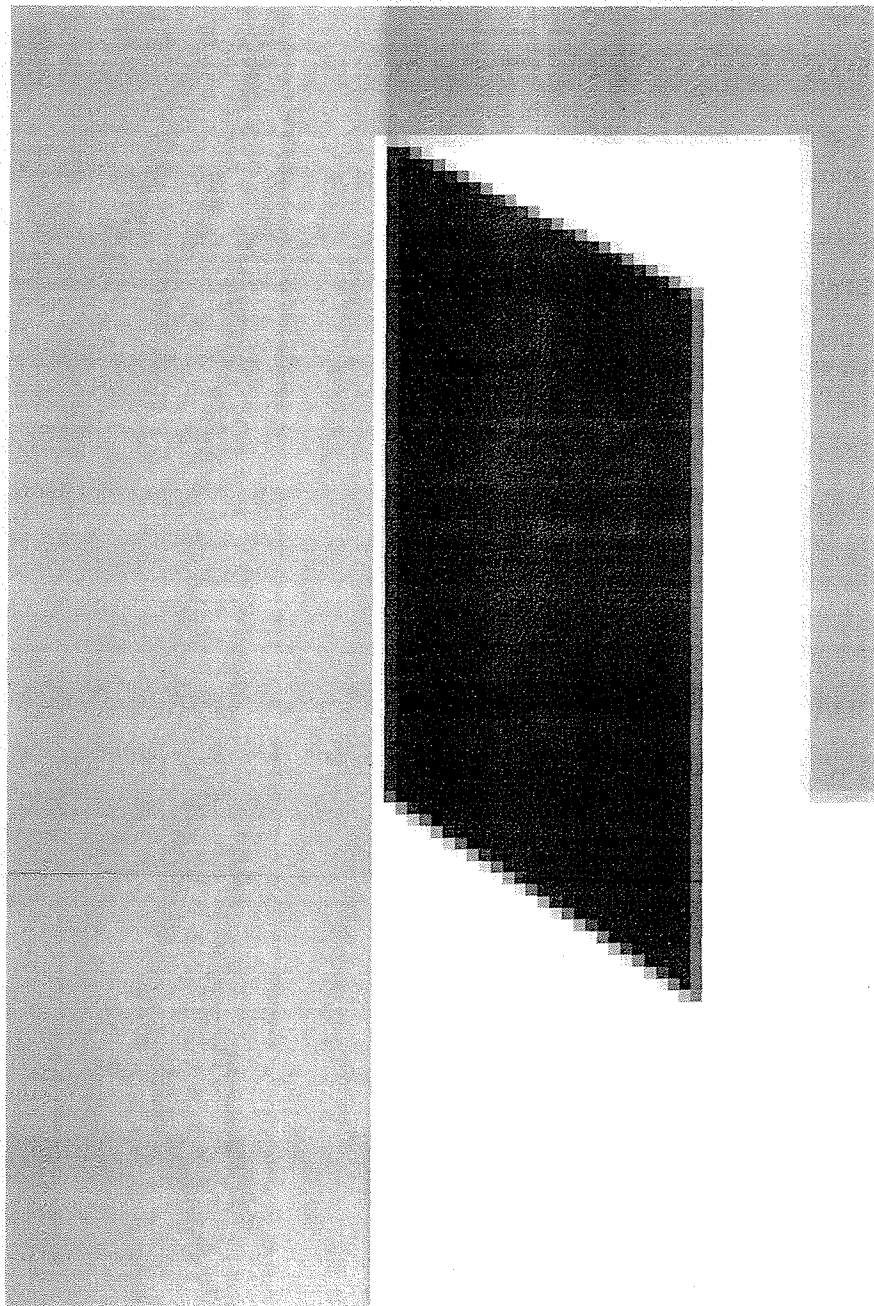


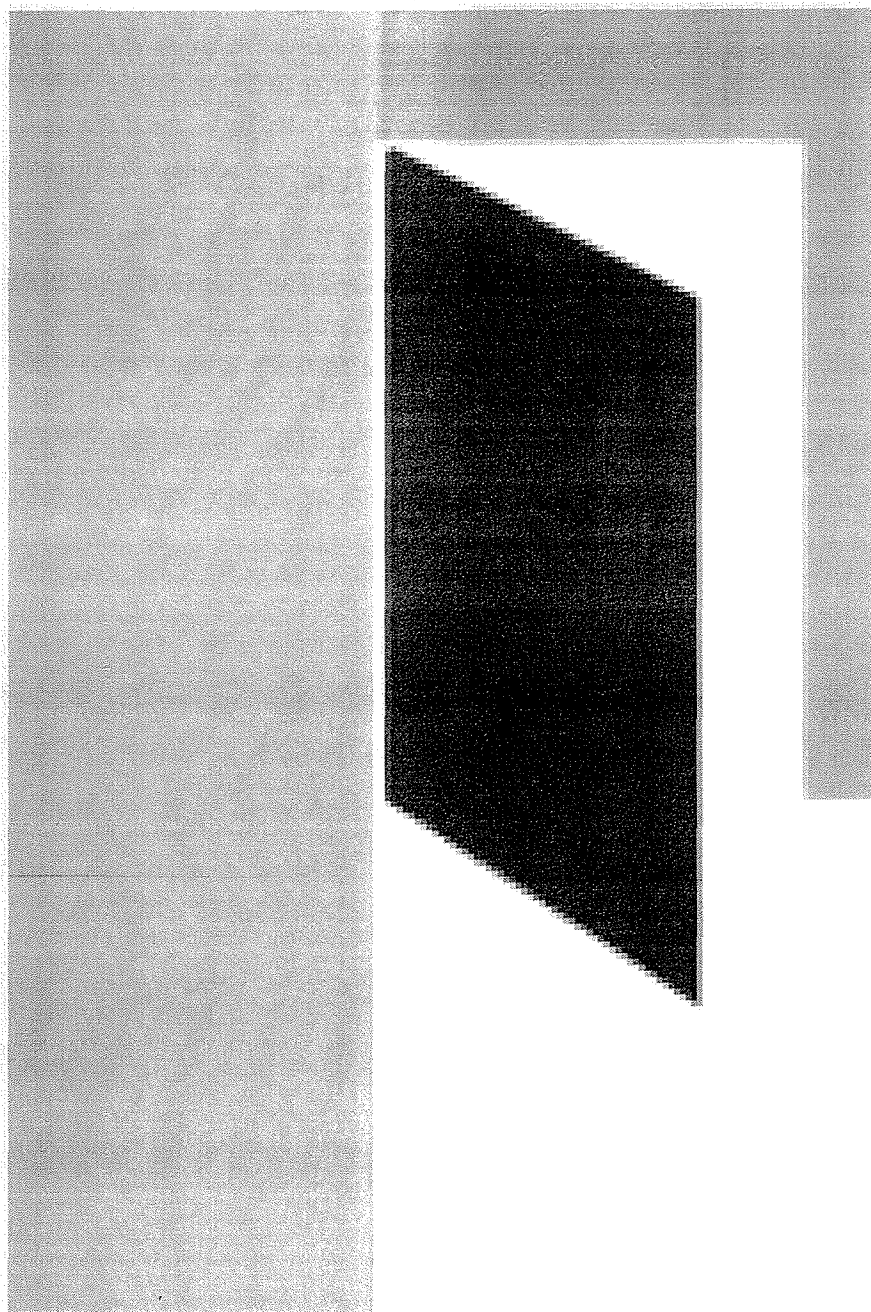


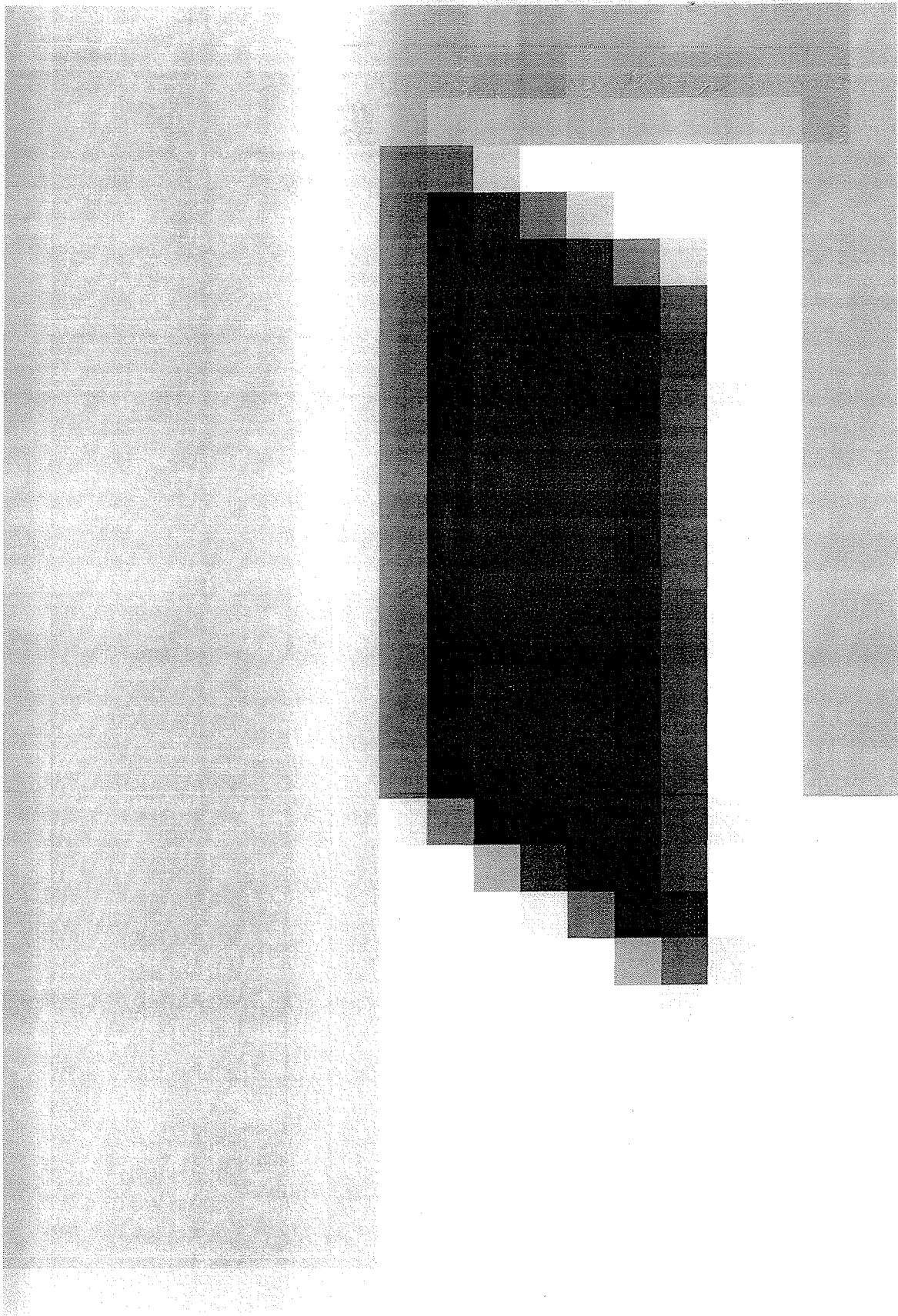


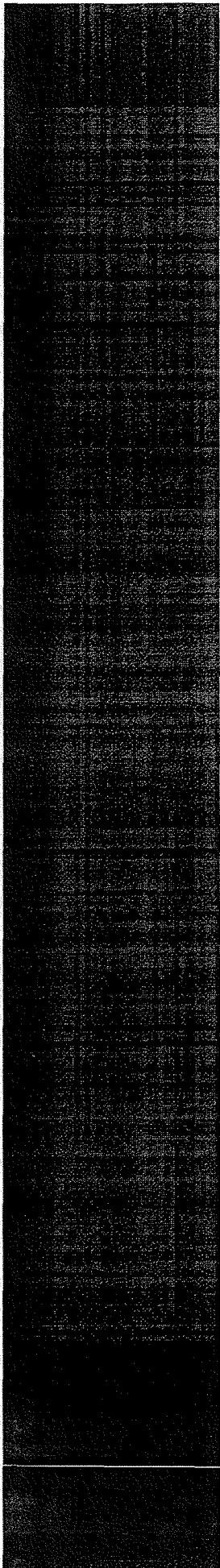


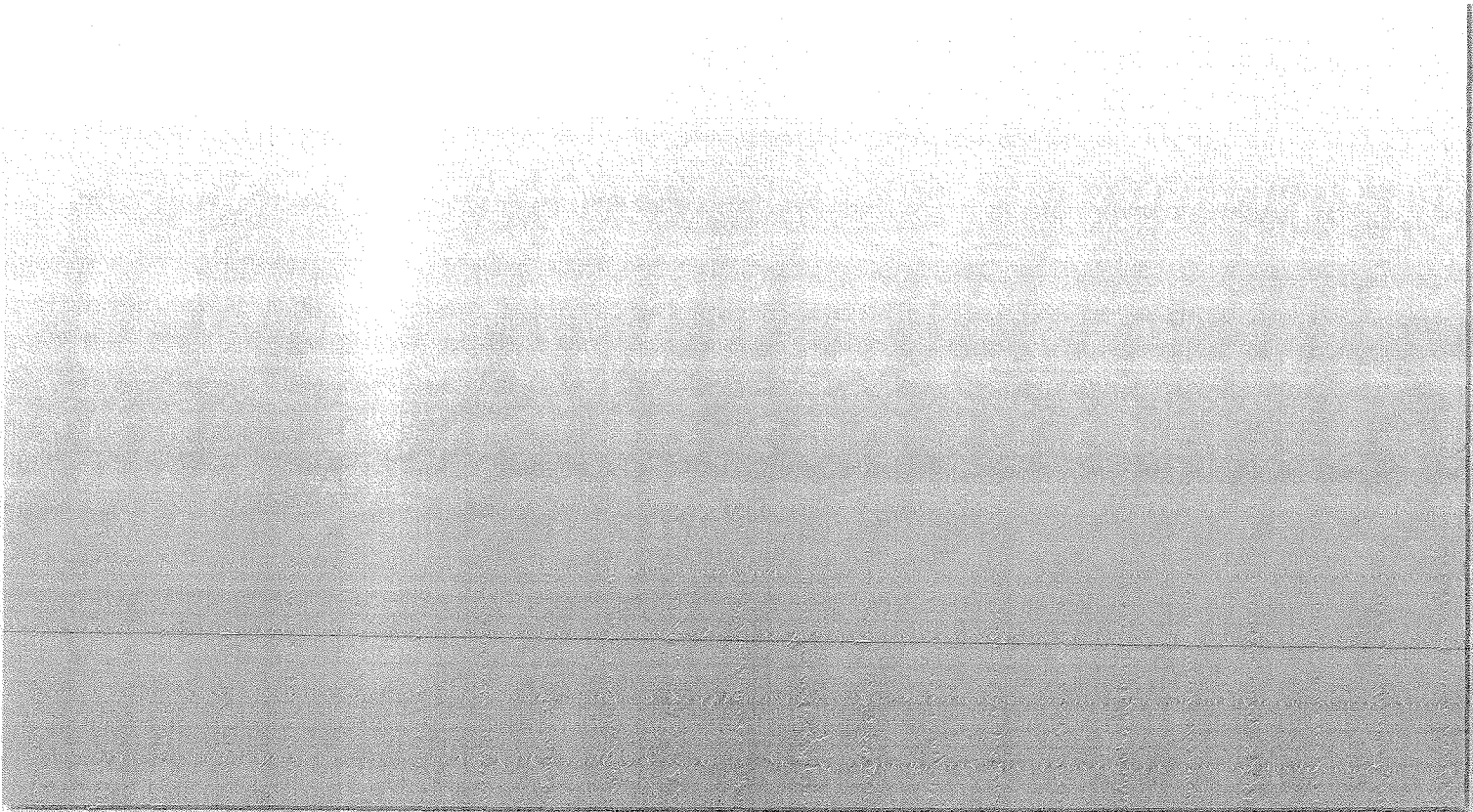


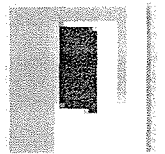






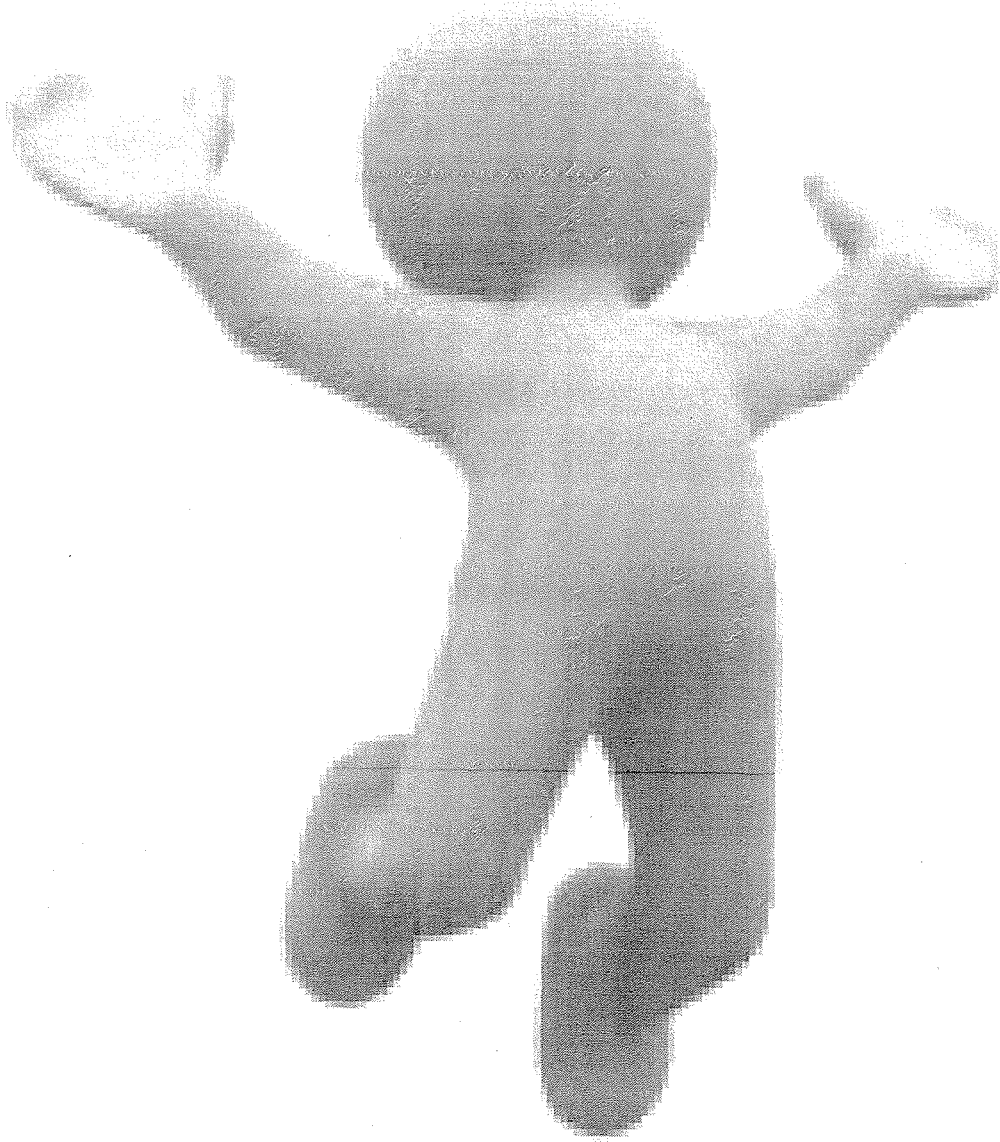


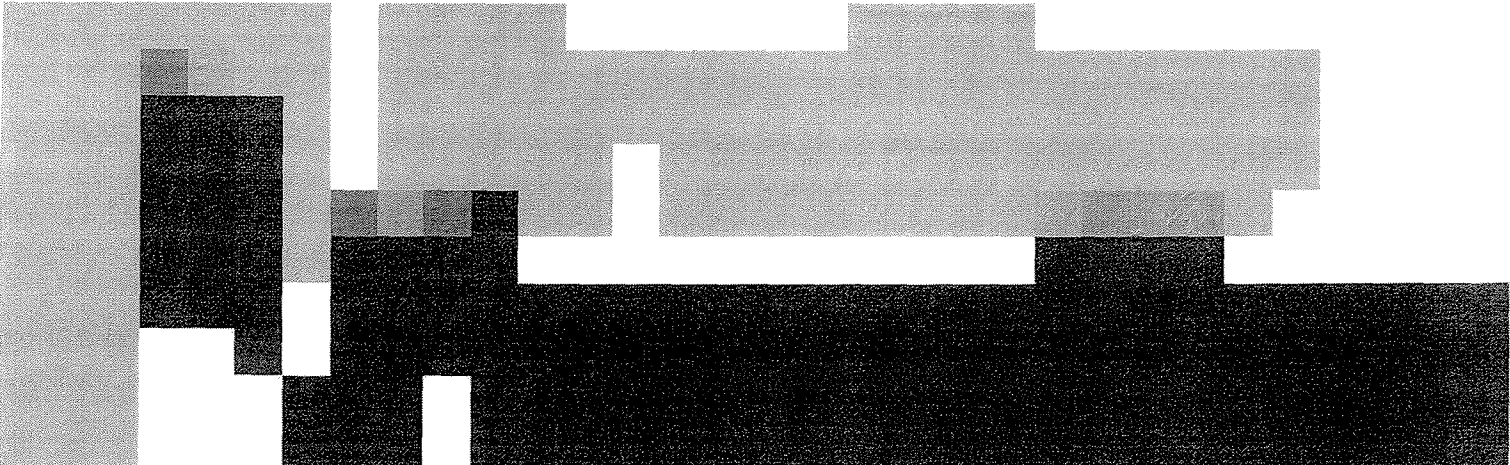


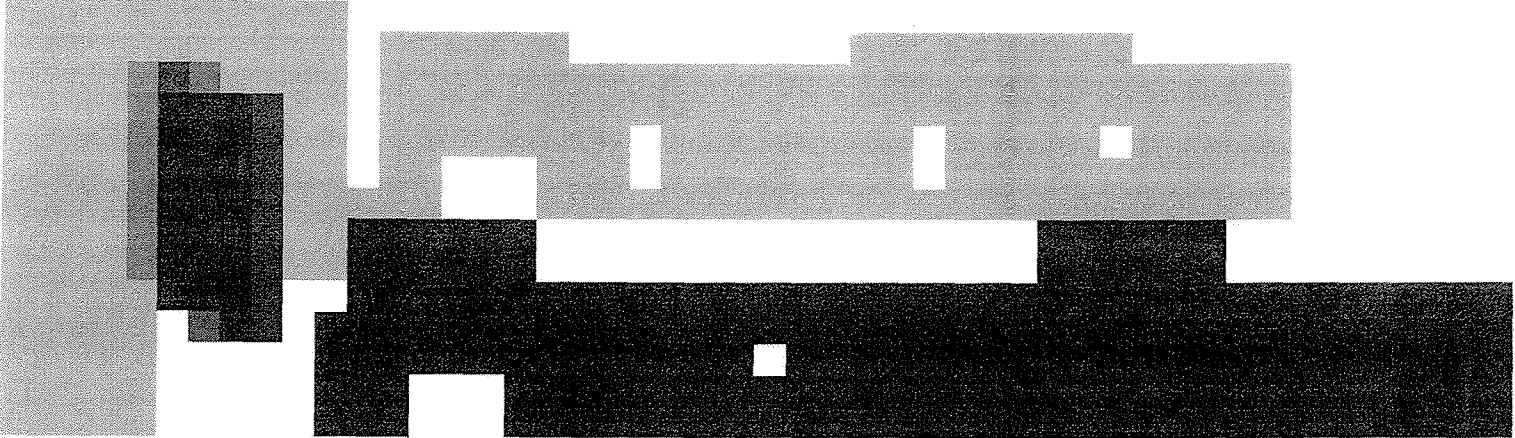


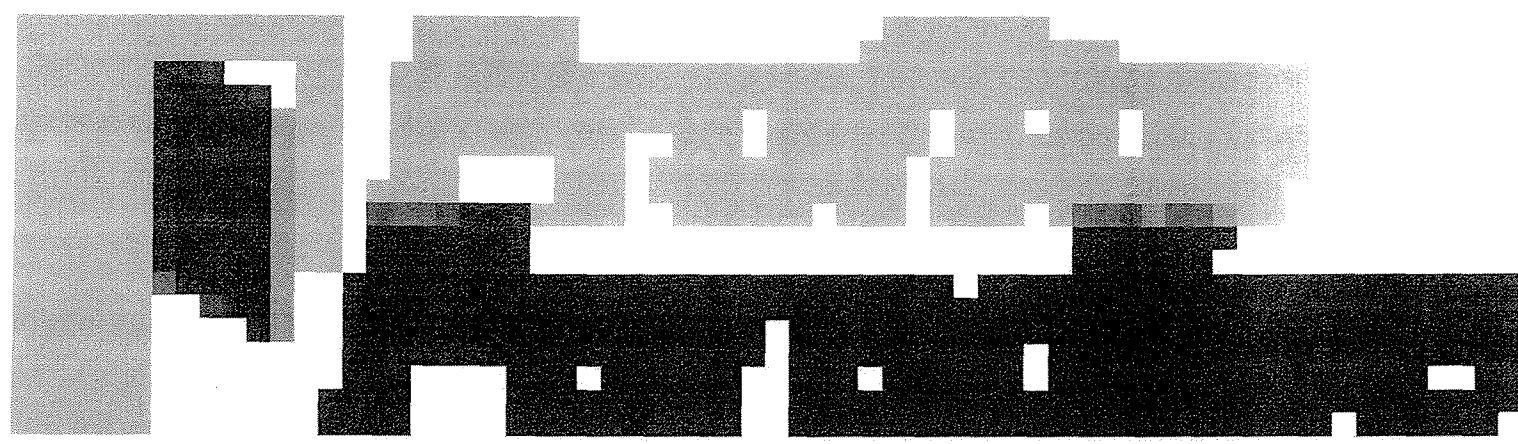


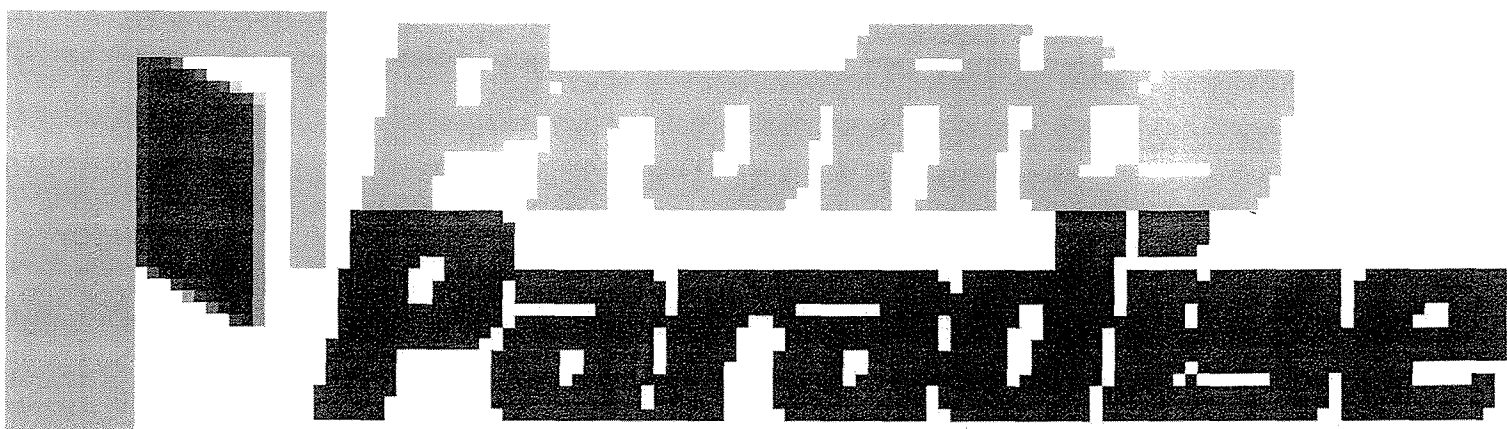










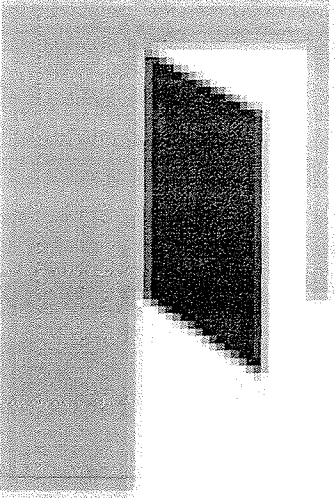




Profits
Paradise



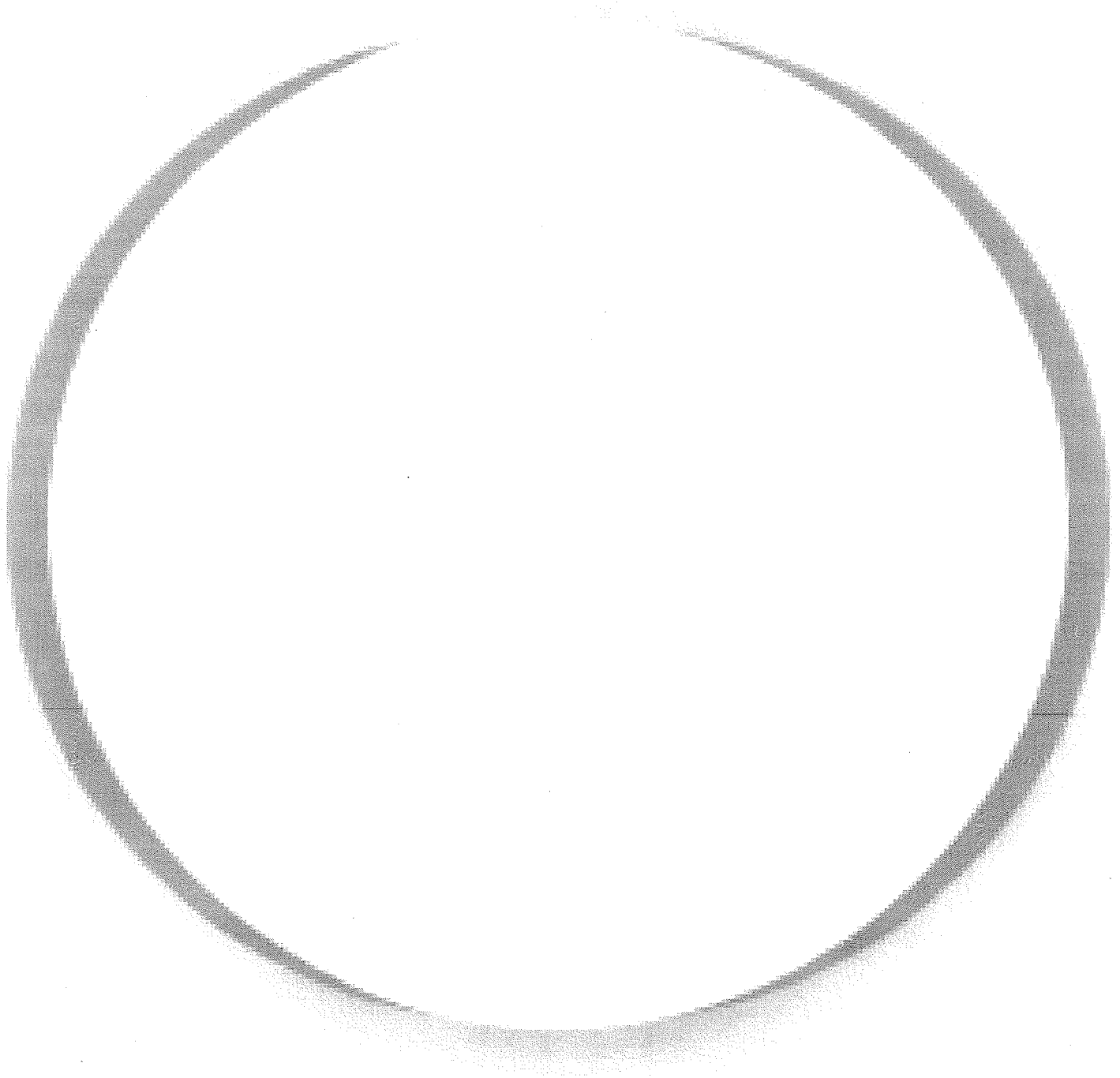
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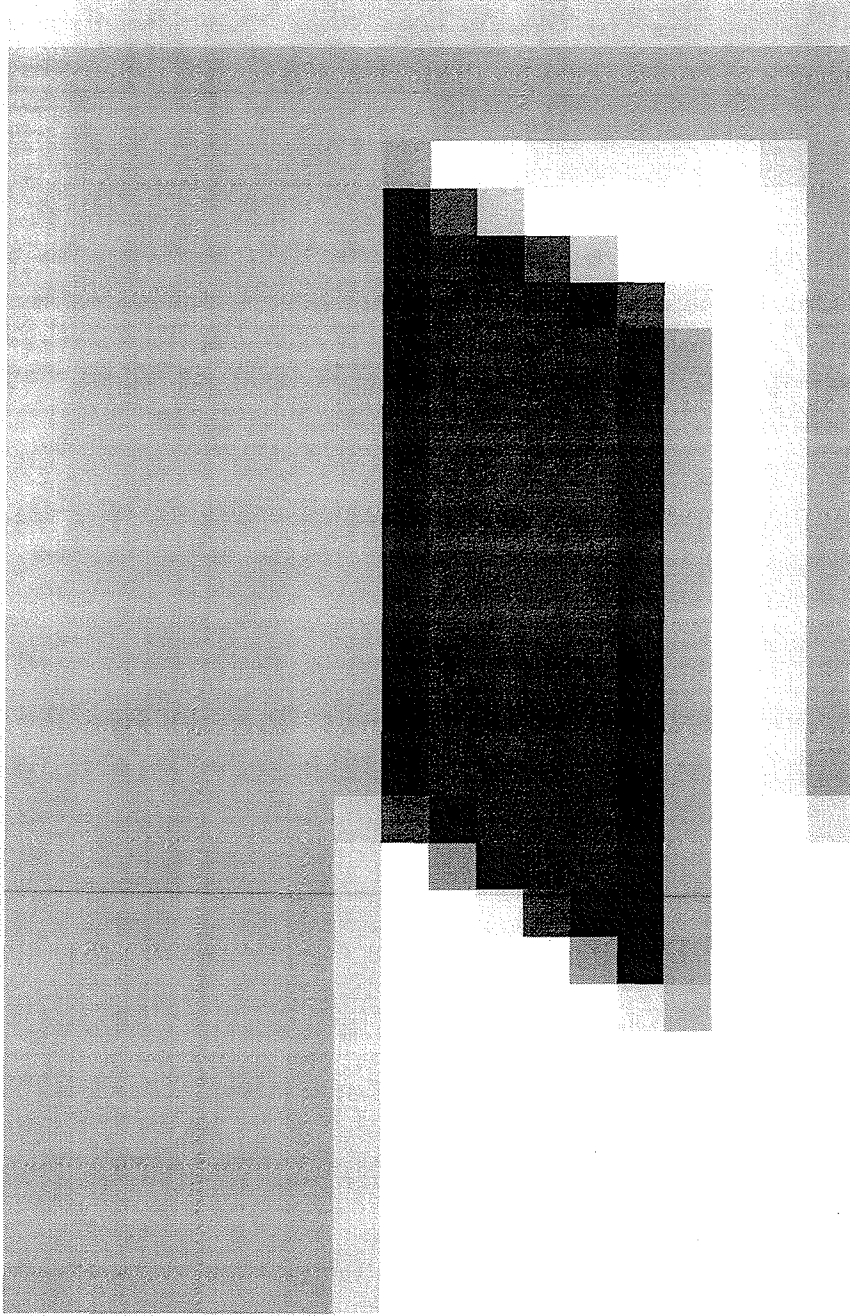
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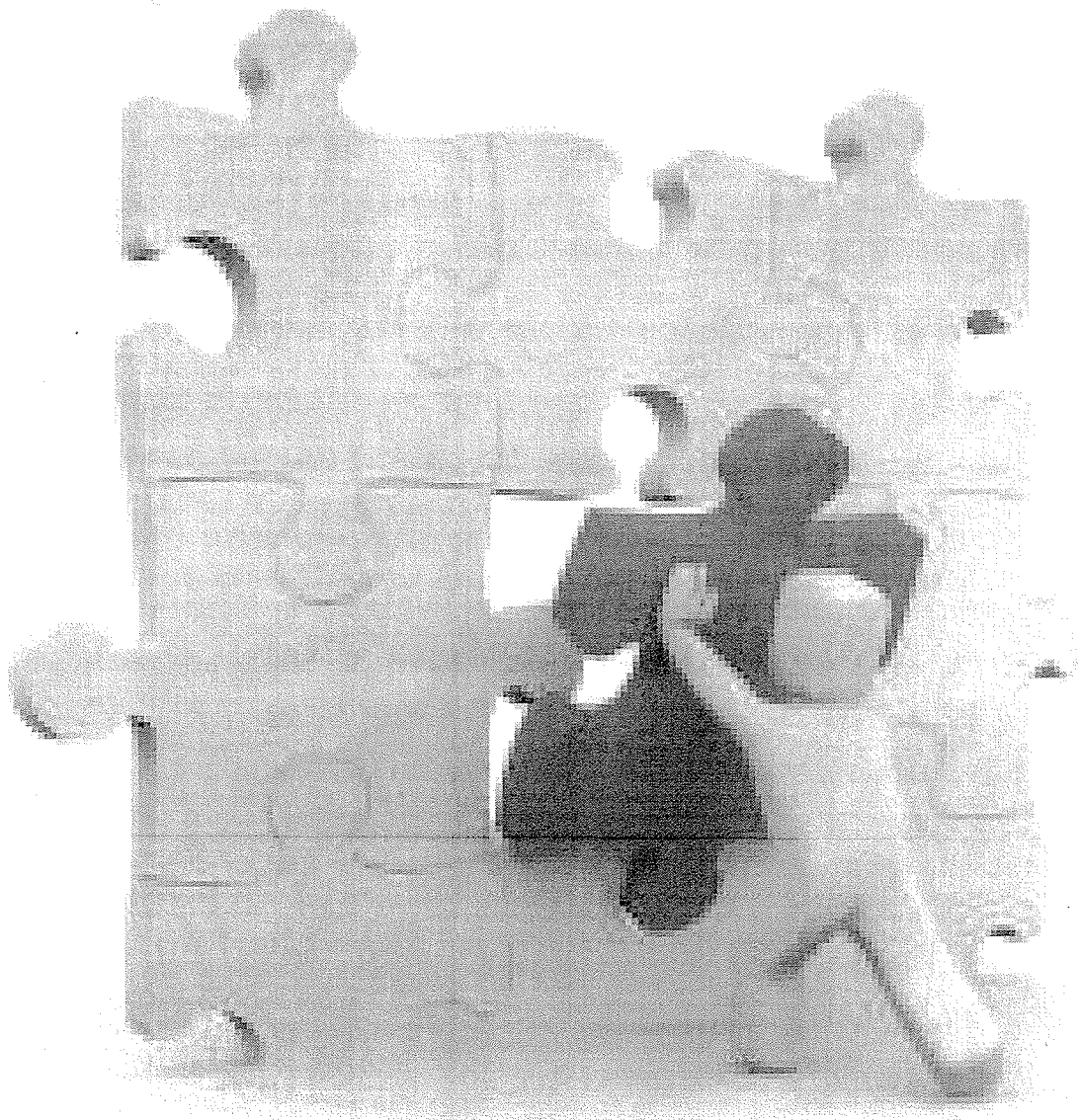




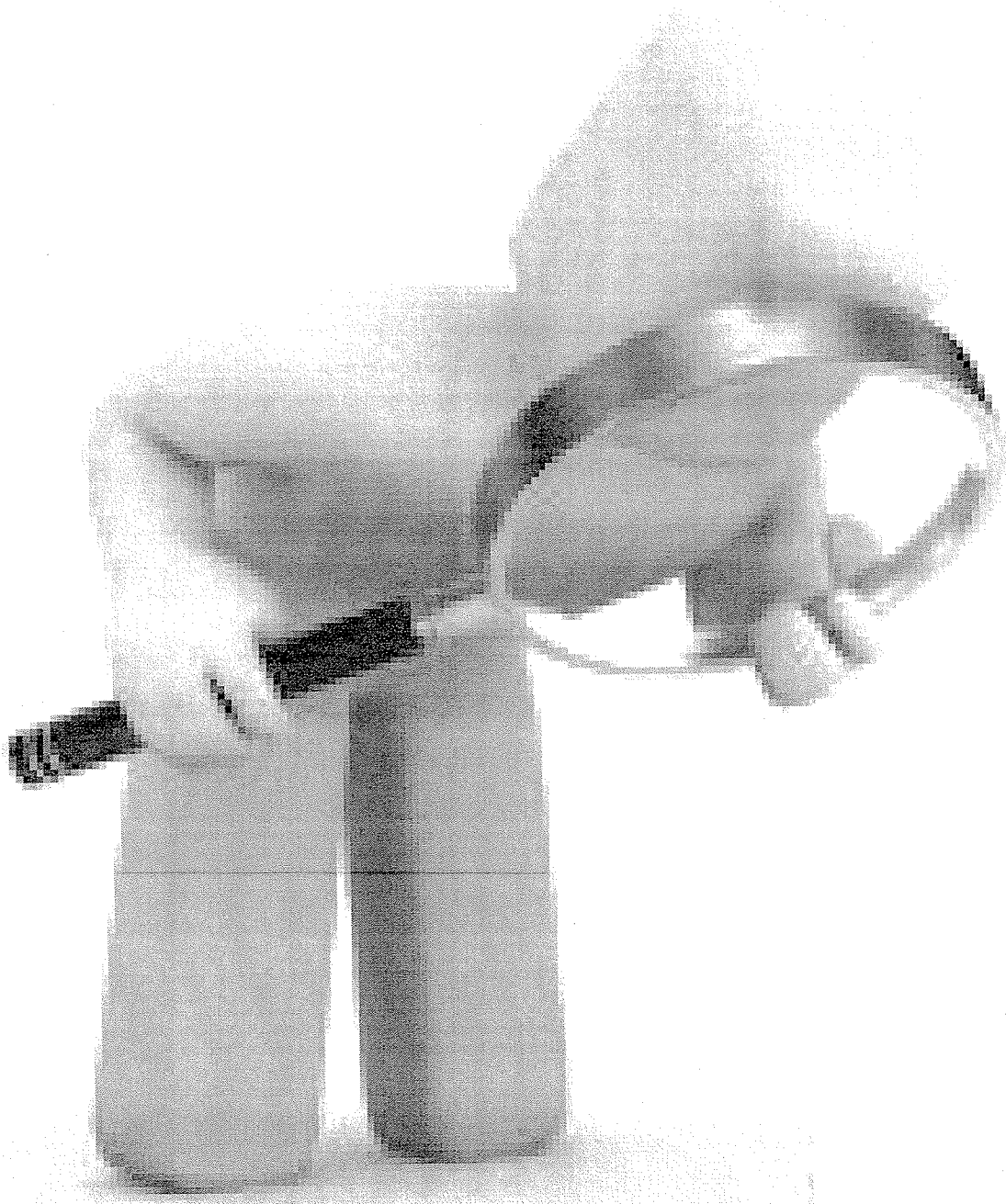


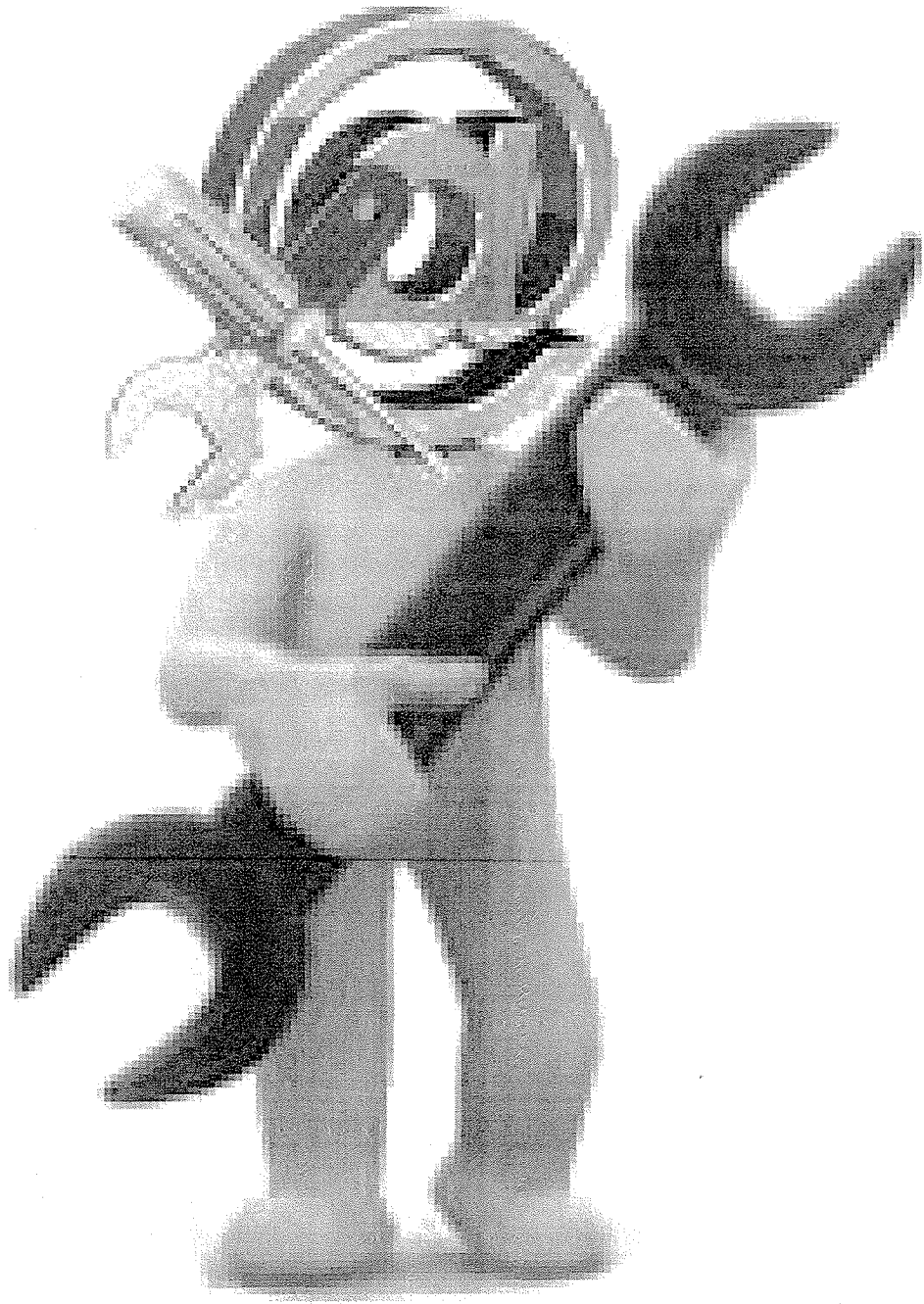


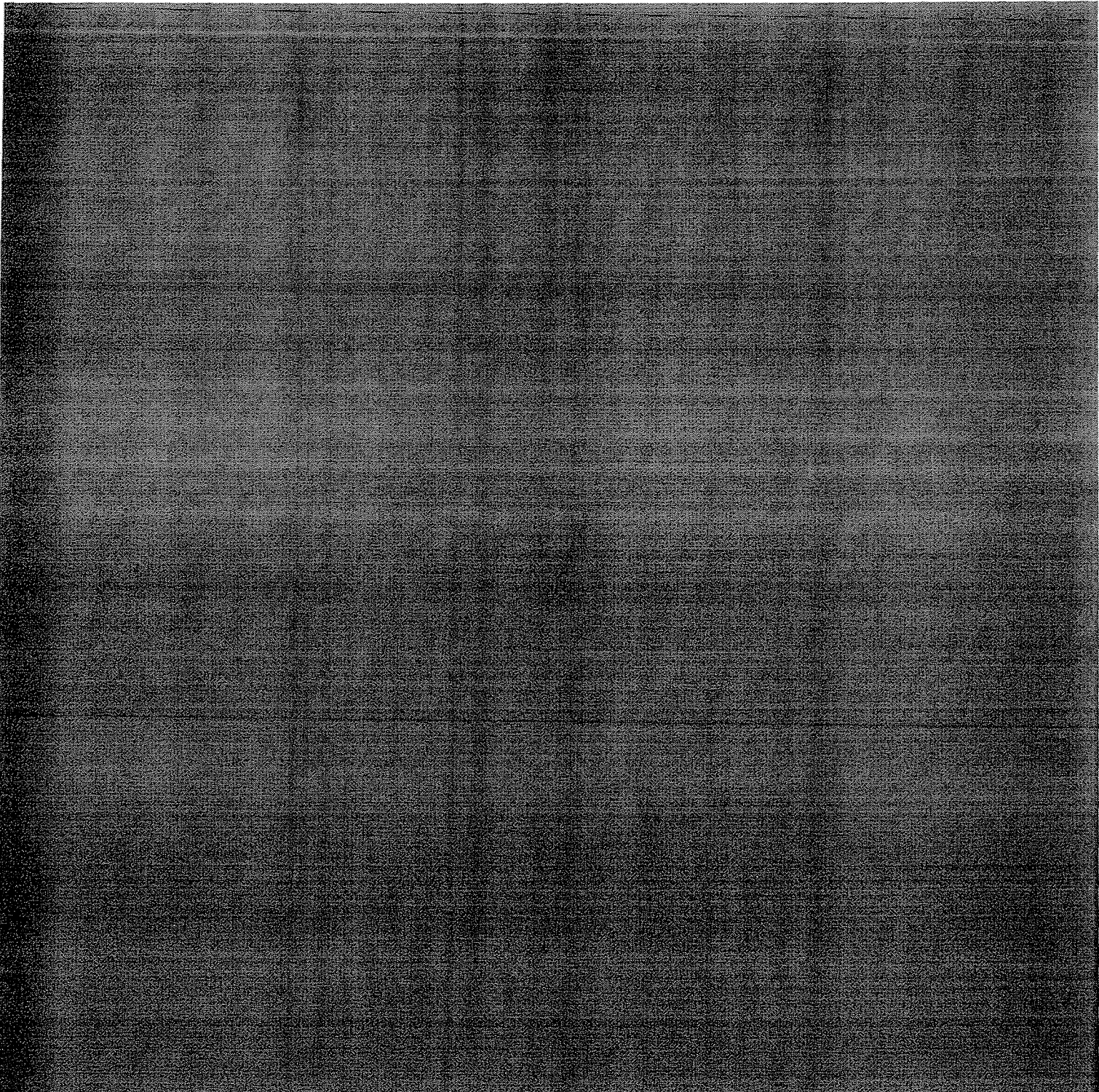




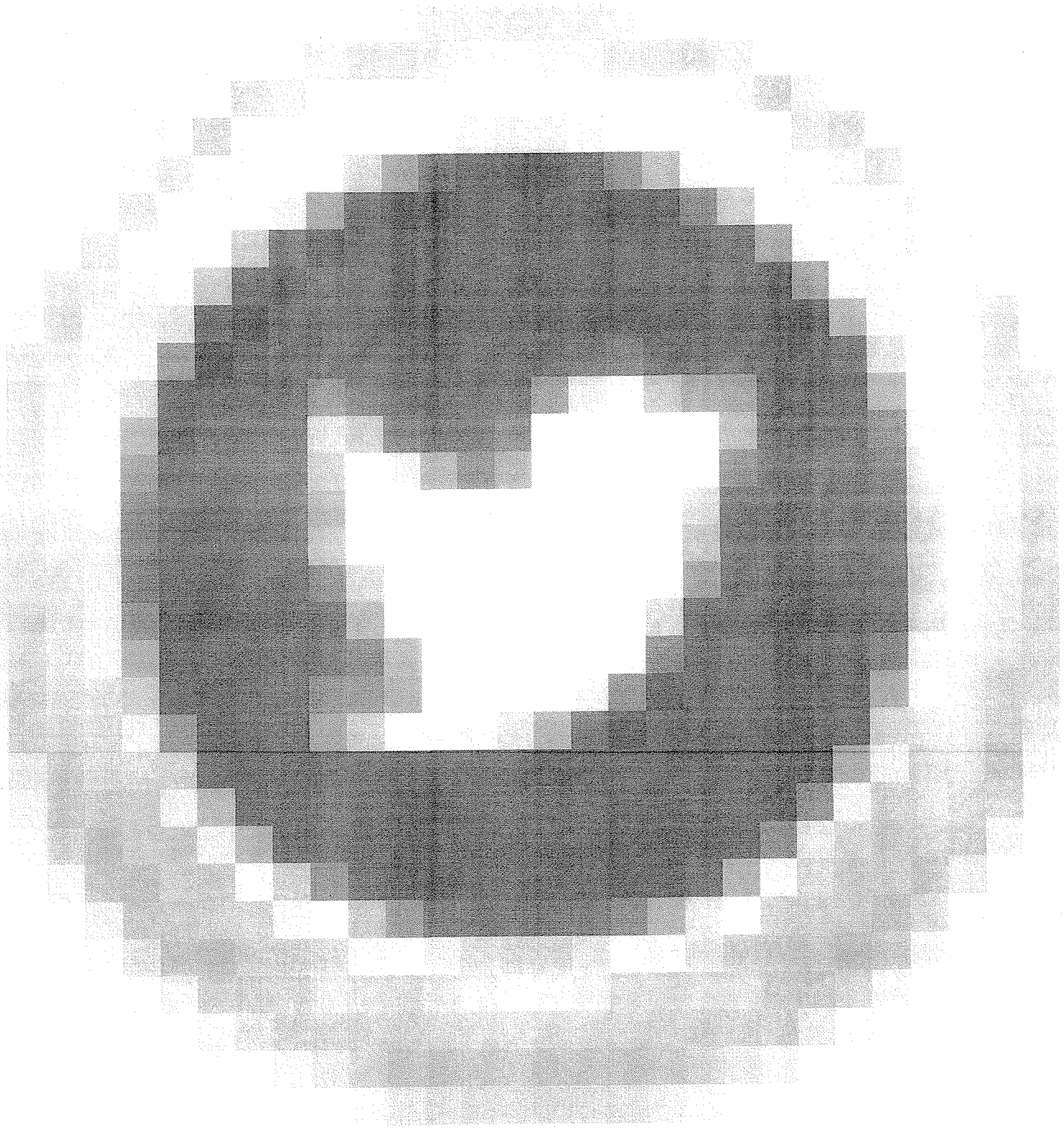
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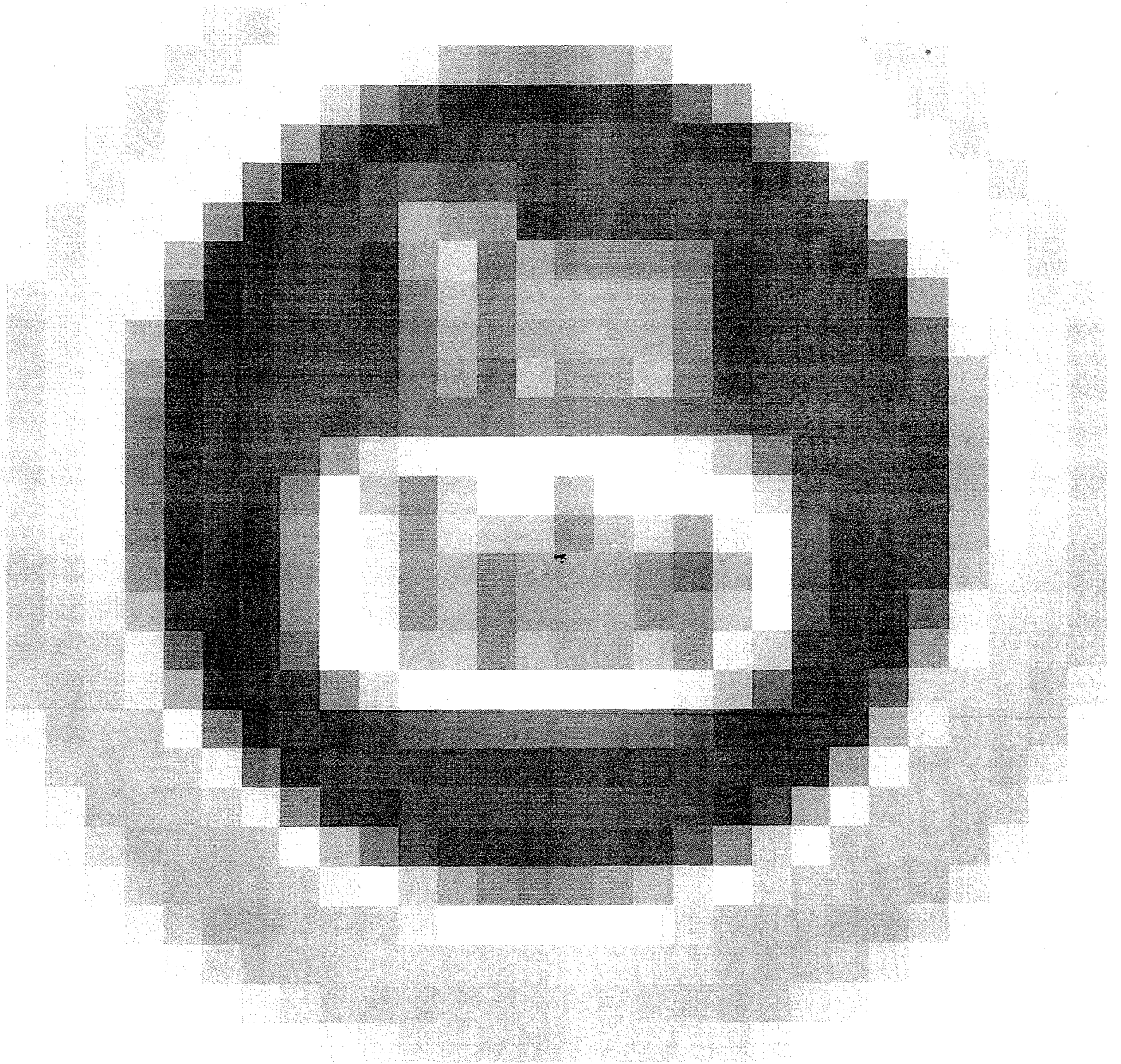












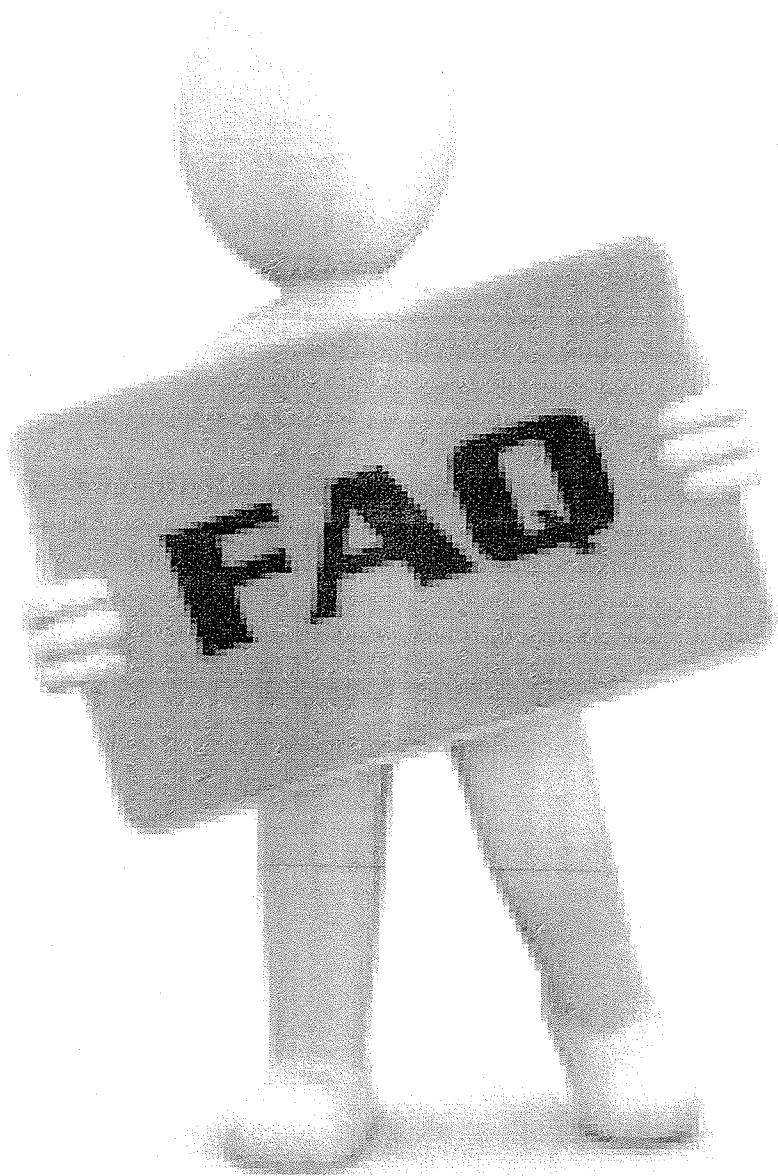
UNDER CONSTRUCTION



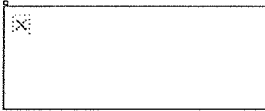
Welcome to

PROFITSPARADISE



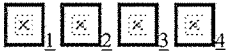
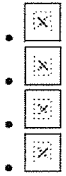






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Whether you are an individual or a group, with small, medium or large investment budgets, we have something just for you.

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<input type="text"/>	
Principal Amount	<input type="text"/>
Compounding Rate	<input type="text" value="C_Rate-1"/>
Deposit Period	<input type="text" value="D_Period-1"/>
<input type="button" value="Submit"/>	

Who are we

Online Forex trading involves certain risks and potential threats. For example, hackers may steal your username and password and sell your investments to get money which they will eventually

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Risk Management

Online Forex trading involves certain risks and potential threats. For example, hackers may steal your username and password and sell your investments to get money which they will eventually

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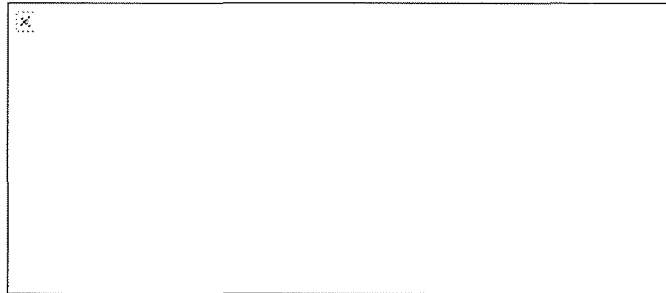


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Profits Paradise offers the following three investment plans. Each plan has a term of 120 business days. Profits are returned daily to your account balance.

Plan - 1

- Amount: \$10-\$749
- Daily Interest: 1.5%
- Principal: Included
- Compounding: Available
- Minimum ROI: 180%

Plan - 2

- Amount: \$750-\$3499
- Daily Interest: 1.75%
- Principal: Included
- Compounding: Available
- Minimum ROI: 210%

Plan - 3

- Amount: \$3500 and above
- Daily Interest: 2%
- Principal: Included
- Compounding: Available
- Minimum ROI: 240%

Why us

The philosophy of Benson Union doesn't limit financial freedom of its investors by enabling its customers to make deposits with a number of ways.

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Attachment Y

From: Nathan [coolblu49@gmail.com]

Sent: Wednesday, March 13, 2013 2:39 AM

To: [REDACTED]

Subject: Launch PP on test server

Hi [REDACTED]

Could u pls ensure that Integrated version of PP is launched on test site immediately.

We want to complete final phase of testing and Launch it by this weekend.

Pls get back to us ASAP.

Thanks

Nathan

Attachment Z

From: Paul Allen [unitedforex47@gmail.com]

Sent: Thursday, March 14, 2013 10:29 AM

To: [REDACTED]

Subject: Re: Changes in PP required

[REDACTED]

Please tell Rohit to make the changes suggested by LS.

As we discussed today after these changes are complete, then I will sit with Rohit to take the work further.

Regards

paul

On Wed, Mar 13, 2013 at 6:14 PM, Liberty Smith <livewithliberty@gmail.com> wrote:

Hello Tanuj,

Below are the changes needed in the backoffice of ProfitsParadise.

Many changes have not been made even after repeated mention.

Please go through each and every one of the points mentioned below and make these changes in the back office.

- The website will be on http and the back-office on https. This was communicated to Tanuj at step 1 itself.

- Support ticket must be enabled for follow up and it must not be the way its in UPC. After reply the ticket is closed automatically. Going further, you need to make sure if someone raises a support ticket related to payment or withdrawal missing , he must not be able to submit ticket unless he provides complete details like, Date-Trxn-Account-Amount-RefNo. etc

- Landing page should have ACCOUNT OVERVIEW in the center. This was discussed with Rohit on the phone.
- Should have 5 lines one below the other -
 - 1: Total Deposited
 - 2: Total Earnings
 - 3: Total Withdrawals
 - 4: Total Referral Commission
 - 5: Total Account balance

- Profile should appear on clicking on VIEW PROFILE under MEMBER INFORMATION.
- Change heading from VIEW PROFILE to PROFILE.

- REMOVE GREEN BAR above menu in the center.

- Replace PAYZA with STP. PP does not have Payza.

- Change ADD payment processor to UPDATE Payment processor.
 - Under UPDATE PAYMENT PROCESSOR, The heading should be PAYMENT PROCESSORS and NOT Account Information.
-
- Change FORGET TRANSACTION CODE to REQUEST TRANSACTION CODE
-
- Under MAKE DEPOSIT, STEP 2, add a button to go back [BACK] beside CONFIRM.
 - The user should be able to change the figure if he doesn't want to confirm the amount.
-
- MAKE DEPOSIT, STEP 3. Delete "deposit successfully"
 - Instead, this message should flash - "Thank you. We have successfully received \$xx in LR/STP/PM/EGOPAY"
-
- Payment processor deposit functionality not yet active. Activate it.
-
- Under DEPOSIT HISTORY:
 - IMPORTANT: Maturity date shows 120 calender days. This should show only BUSINESS DAYS! Please correct this. Weekends are not included.
 - COMPOUNDING RATE should be editable. User should be able to change the compounding rate anytime per deposit.
-
- Delete Direct Referral Income menu tab. This is already there in the Account overview and also in referral history.
-
- Earning, withdrawal, and referral history to have records listed in a table below - from latest to earliest.
 - For a 120-day term, it will only take 4 to 6 tables of 30 records each.
 - If they select date range, then that date range records should show.
-
- WITHDRAW:
 - Remove PAYZA from withdrawal options and payment processors. PP has only 4 processors - LR, PM, STP and Egopay.
 - ADD PREVIEW and CONFIRM/BACK options to withdraw also.
-
- WITHDRAWAL HISTORY to have all records of withdrawal on landing page.
 - IF user selects specific range, then that range should show.
 - For withdrawal requests placed and not processed, it should show status as **pending**.
-
- REFERRAL HISTORY: To have all referral information along with the Payment processor involved. Referral income is credited in the same e-currency in which the referral deposits money.
 - At the bottom, add a line that says total referral income: \$xx
-
- Change REFERRAL TOOL to REFERRAL TOOLS.

- No 2 sub tabs under it.
- On clicking on referral tools, the referral link should appear on the top in bold. **Your referral link is -**
- **VERY IMPORTANT: Referral link should not have any ID number involved.**
- Please remember that there is **NO ID NUMBER** involved here.
- If username is **liberty**, ref link should look something like this - www.profitsparadise.com/?liberty

Please inform me if you have any questions.

The above points are very clear and each point should be attended to.

Thank you and regards,

LS

Attachment AA

From: Paul Allen <unitedforex47@gmail.com>
Sent: Friday, March 22, 2013 5:40 AM
To: Nathan Jones <coolblu49@gmail.com>
Cc: [REDACTED] Alex Anderson <alex.uma2@gmail.com>
Subject: Re: PP site - New Images & Footer links

Nathan, Now this looks fantastic I must say :-)

I will email you the Mission and Vision paragraph by EOD for sure.

Few points I want to add :

1. Glossary and Tutorial links which I sent you are missing.
2. As we discussed the SSL, DDOS and other security ICONS are missing in the footer.
3. On FAQ picture, can we place any photo of an inquisitive person or cartoon? It will make it look more attractive.

Regards
Paul

On Fri, Mar 22, 2013 at 3:42 AM, Nathan Jones <coolblu49@gmail.com> wrote:

PFA..

Added new images and updated footer links...

Pankaj/Iqbal - provide me with Vision and Mission.

Attachment BB

Useful Tools: [Domain Whois](#) [Trace IP Address](#) [Reverse IP Lookup](#) [Check Pagera](#)

StatsCrop.com

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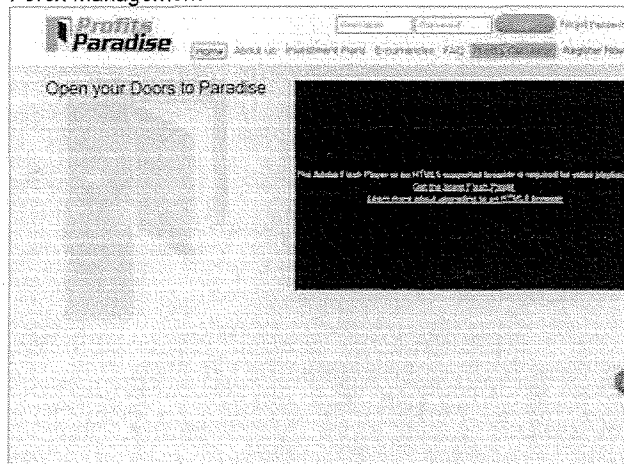
[Deleted domains with traffic](#)

[Useful Tools](#)

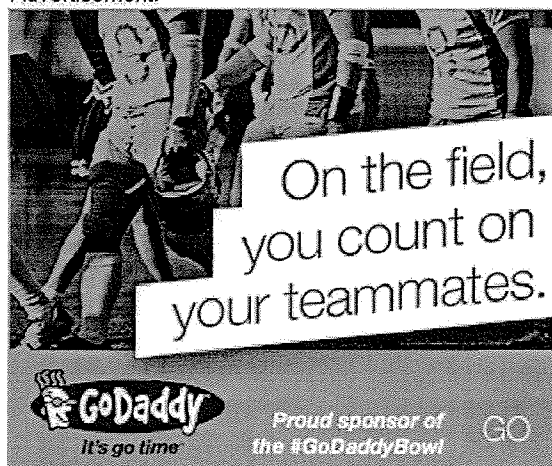
[Developer API](#)

Yes! Site Profitsparadise.com now online.

Forex Management



Advertisement:



Rating:


2.5/5.0 Stars by StatsCrop

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Site Title: [Forex Management|Referral Marketing|Online Investment & more @ ProfitsParadise.com \[\[Ti\]\(#\) History \]](#)

Web Age: 11 months old

Alexa Rank: #6,110,604

Load Time:	2.402 Seconds (Faster than 27% of sites)
SEO Score:	40.5% (How to optimize Profitsparadise.com?)
Web Safety:	
Child Safety:	61%
Daily Visitors:	4,309
Daily Pageviews:	14,651
Daily Bandwidth:	3.63 GB (112.45 GB/month)
Daily Revenue:	\$55 USD
Website Worth:	\$39,264 USD
Primary Traffic:	India
Theme Colors:	# # # # #
IP Address:	168.144.197.18 [Trace] [Reverse]
Server Location:	Toronto, Canada
Server Signature:	Microsoft-IIS/6.0
HTML Version:	XHTML 1.0
Charset:	UTF-8
Not Supported Tags:	canvas
Page Files:	18 Images (9 Alts, 0 Titles), 5 Stylesheets, 18 Scripts
Page Size:	59.6 KB (81.87 KB/s)
Text Size:	27.9 KB (Text / Html is 46.8%)

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Safety Analysis

Profitsparadise.com safety reviews. This information from Google, McAfee, AVG, WOT, etc.

Google Safe Browsing:	Safe
McAfee SiteAdvisor:	Safe
AVG Threat Labs:	Safe
Trustworthiness:	41%
Vendor reliability:	41%
Privacy:	41%
Child safety:	1%

Alexa Traffic Analysis

Profitsparadise.com is ranked #6,110,604 in the world, a low rank means that this website gets lots of visitors. Its primary traffic from *India* and is ranked *n/a* in *India*. It has 0 subdomains with traffic. It has 4,309 visitors per day, and has 14,651 pageviews day.

Countrys Rank

No.	Country	Rank
1.	Pakistan	#20,294
2.	India	#24,963
3.	Ukraine	#51,189
4.	Russia	#63,869
5.	Indonesia	#96,221
6.	United States	#383,502

Alexa Traffic Graph Analysis

Traffic Rank Graph

Traffic Rank Reach Pageviews Pageviews/User Bounce % Time on Site Search %



Daily Visitors Country Map Analysis

Daily Visitors by Country for Profitsparadise.com, total 7 countries and 4,309 visitors per day.

- India: 2,155 visitors(50%)
- Pakistan: 259 visitors(6%)
- Ukraine: 142 visitors(3.3%)
- Others: 745 visitors(17.3%)
- Russia: 655 visitors(15.2%)
- United States: 237 visitors(5.5%)
- Indonesia: 116 visitors(2.7%)
- « Fewer



Profitsparadise.com Primary Traffic From *India*

Socials Analysis

Profitsparadise.com socials reviews. More social follows that more people like this site, will bring more visitors.

Social	Follows
Twitter:	9
Facebook Likes:	0
Facebook Shares:	0
Facebook Comments:	0
Linkedin:	0
Google +:	122
Delicious:	0
Stumbleupon:	3
Pinterest:	0

Domain Name Analysis

Profitsparadise.com is created by *Jane Roe*, it has *11 months old*. It will be expired on *2 Feb 2014*. The sponsor is *GODADDY.COM, LLC*.

Domain Name: Profitsparadise.com
Domain Age: 11 months 19 days old
Time Left: 16 days
Domain Owner: Jane Roe
Name server: ns1.s3servers.info (168.144.197.148)
 ns2.s3servers.info (168.144.197.149)
Status: clientDeleteProhibited
 clientRenewProhibited
 clientTransferProhibited
 clientUpdateProhibited
Updated: 2013-04-19
Creation: 2013-02-02
Expiration: 2014-02-02
Sponsor: GODADDY.COM, LLC
Sponsor URL: http://registrar.godaddy.com
Whois Server: whois.godaddy.com

► [Show domain whois Profitsparadise.com](#)

DNS Records Analysis

There are 7 DNS records about Profitsparadise.com.

Host	Type	Target / IP	TTL	Other
profitsparadise.com	A	168.144.197.18	21600	class: <i>IN</i>
profitsparadise.com	NS	ns1.s3servers.info	21600	class: <i>IN</i>
profitsparadise.com	NS	ns2.s3servers.info	21600	class: <i>IN</i>
www.profitsparadise.com	CNAME	profitsparadise.com	21600	class: <i>IN</i>
profitsparadise.com	MX	mail.profitsparadise.com	21600	pri: <i>10</i> class: <i>IN</i>

[Mor](#)

DNS Summary for Profitsparadise.com

profitsparadise.com has address **168.144.197.18**

profitsparadise.com mail is handled by **10 mail.profitsparadise.com.**

www.profitsparadise.com is an alias for **profitsparadise.com.**

Domain Availability Analysis

General TLDs

In the Internet, most sites use *.COM*, *.NET*, *.ORG*, *.INFO*, *.BIZ*, *.US* as its domain name.

Domain Name	Status	Expired
profitsparadise.com	Unavailability	16 days left
profitsparadise.net	Availability	
profitsparadise.org	Availability	
profitsparadise.info	Availability	
profitsparadise.biz	Availability	
profitsparadise.us	Availability	

HTTP Header Analysis

HTTP header is messages header of requests and responses in the Hypertext Transfer Protocol (HTTP). The HTTP Headers Profitsparadise.com, you will know that *HTTP Status Code* is 200(learn more about [HTTP 200](#)), web server is *Microsoft-IIS/6*.

HTTP/1.1 200 OK

Cache-Control: private

Date: Thu, 04 Apr 2013 09:41:35 GMT

Content-Length: 58489

Content-Type: text/html

Server: Microsoft-IIS/6.0

X-Powered-By: ASP.NET

Set-Cookie: ASPSESSIONIDQCSCBQDQ=PJDELEKCI BMJBHBFKPFGGJEF; path=/

Website Metas Analysis

There are 2 website metas on Profitsparadise.com.

Meta	Content
------	---------

alexaverifyid	tCUIKXqOu1V-8Iym2vCNinV4ZuA
content-type	text/html; charset=utf-8

Website Important Html Tags Analysis

These HTML Tags are important for optimizing website.

heading strong em

We found 1 <H1>, 1 <H5>, 25 <H3>, 1 <H4> on Profitsparadise.com.

Heading	Text
<H1>	Profits Paradise
<H5>	"GREAT NEWS! Due to the high profits generated by our financial experts, the management has decided to allow 50% deposit currency transfer from LR to PM or Egopay for all members. The currency exchange will be ... [+]
<H3>	How can I earn profits with you?
<H3>	What payment processors do you accept?
<H3>	I do not have an account with any payment processor. How do I enroll with you?
<H3>	What are your minimum and maximum deposit limits?
More »	

Website Titles Analysis

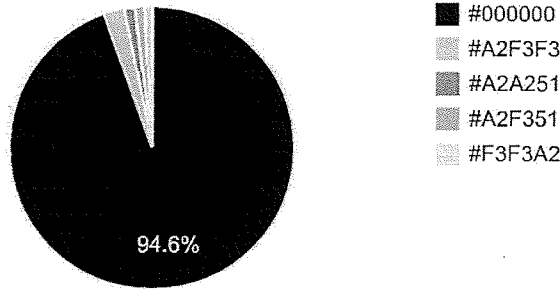
There are 2 records on this site title.

Date	Title
16 Jan 2014	Forex Management Referral Marketing Online Investment & more @ ProfitsParadise.com
4 Apr 2013	Profits Paradise

Theme Colors Analysis

The below pie is showing top 5 colors which Profitsparadise.com themes containing, the primary color is #000000.

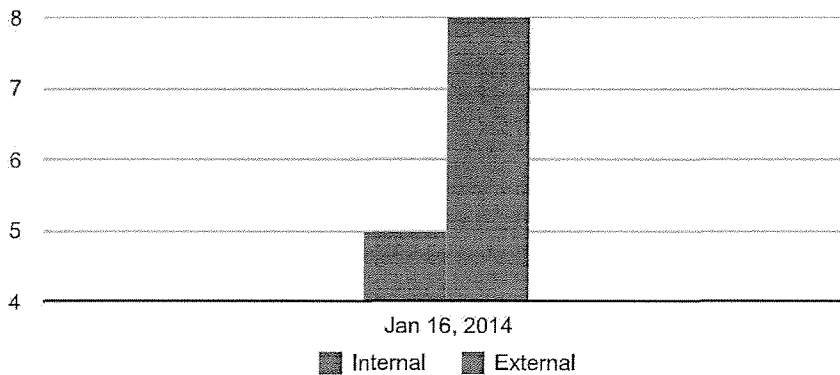
Theme Colors Analysis



Homepage Links Analysis

We last checked Profitsparadise.com on Jan 16, 2014. We found that:

- This site had 8 external links. The highest value is 8, the lowest value is 8, the average is 8.
- This site had 5 internal links. The highest value is 5, the lowest value is 5, the average is 5.

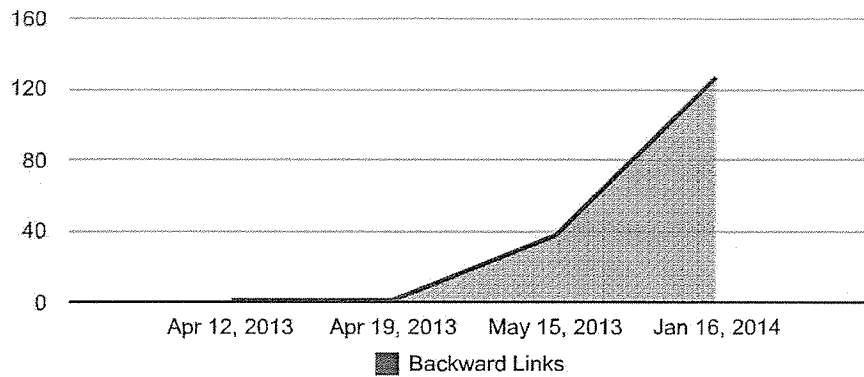


5 Internal Links, 8 External Links

Backward Links Analysis

We last checked Profitsparadise.com on Jan 16, 2014, we found this site had 127 backward links. The highest value is 127, the lowest value is 2, the average is 42.

Which sites are linking to this site?

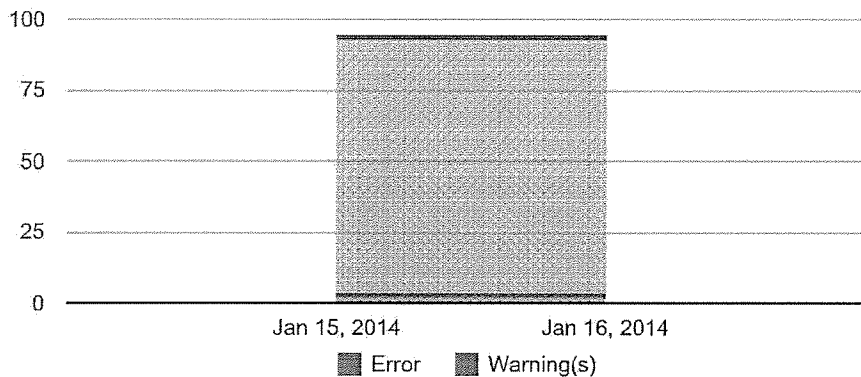


127 Backward Links

W3C HTML Validation Analysis

We last checked Profitsparadise.com on Jan 16, 2014, while checking this page as XHTML, we found that:

- This site had *94 errors*. The highest value is 94, the lowest value is 94, the average is 94.
- This site had *3 warning(s)*. The highest value is 3, the lowest value is 3, the average is 3.
- Validation Detail: [W3C HTML Validation](#).



94 Errors, 3 Warning(s)

Love StatsC

Advertisement:

What is StatsCrap?

- StatsCrap - a web service that lets you explore any website's information and its history, understand how your competitor's



website operates, help you learn how to optimize your website, and increase your website traffic and income.

- If you have any question, please [contact us](#).

[Link to us](#) | [Add new site](#) | [Remove your site](#) | [Privacy Policy](#) | [Contact us](#)

2014 All Copyright © [StatsCrop](#).

Attachment CC

From: Nathan Jones <coolblu49@gmail.com>

Sent: Monday, February 25, 2013 7:35 AM

To:

[REDACTED]
[REDACTED] paul allen <unitedforex47@gmail.com>; [REDACTED]
[REDACTED]

Subject: PP launch/profile video

Hi Team,

I've hooked up Sasi (Asst. Director who does Title designing as his part time) to work with us.

We got the video for UPC ready, will be uploading by today evening, so that you all can have a look. (Sanket, is it better to create a youtube account and upload this so that we all can watch easily?)

And now the other imp. thing is the video creation for PP.

For a video to be created, we need to give the number of slides and exact content for each slide. Depending on the purpose and content of the video, we will decide a concept for the presentation of the video accordingly.

LS, pls provide content for PP video footage.

Regards
Nathan

Attachment DD

From: Nathan Jones <coolblu49@gmail.com>
Sent: Wednesday, March 6, 2013 4:28 PM
To: Alex Anderson <alex.uma2@gmail.com>; Garry Parker <garryparker003@gmail.com>;
[REDACTED] paul allen <unitedforex47@gmail.com>; [REDACTED]
Subject: PP Video - Final Cut

Team,

Go thru our PP video.

<http://www.youtube.com/watch?v=pOkpqp16z1I&feature=youtu.be>

Regards
Nathan

Attachment EE

From: Nathan Jones <coolblu49@gmail.com>
Sent: Saturday, March 23, 2013 6:09 AM
To: Paul Allen <unitedforex47@gmail.com>
Cc: [REDACTED]

Subject: PP youtube account

Pls get PP Youtube account created and upload the below video into that

<http://www.youtube.com/watch?v=pOkpqp16zII>

Pls used latest logo sent earlier while creating the account

Once this is uploaded to PP account, we will use that link in PP website.

Thanks
Nathan

Attachment FF

From: Paul Allen <unitedforex47@gmail.com>

Sent: Thursday, March 28, 2013 10:45 AM

To:

[REDACTED]

[REDACTED] Paul Allen

Subject: Kick start of PP SEO and SMO - Minutes of the Meeting

Dear team,

Please find below the MOM of the PP which we discussed at 3.00 pm at our office:

1. Claiming the site on Alexa and changing IN - Andrew
2. Facebook campaign, twitter, G+ - Naved
3. Blog (wordpress blog we need) - Pawan
4. SEO - On page - Naved ;
Off page - directory submission, Forum posting, Classifieds
5. Facebook - Hootsuite + Manual posting - Mukesh
6. PP & UPC - Tracking sheet - Andrew will provide it to Srinivas
7. MMG, TG, MMGP.ru, Carigold, mmo4me - thread starting and posting (Iqbal)
8. Every Friday 3.00 pm there will be team meeting - Srinivas
9. Escalation mechanism - Srinivas -> Paul
10. % effort of Pawan, Naved, Andrew, Terry, Isabel,
Sinivas, Dinesh, Ganesh, Raghunath - 75% on UPC, 25% on PP

Regards
Paul

Attachment GG

From: Paul Allen <unitedforex47@gmail.com>
Sent: Thursday, March 28, 2013 12:09 PM
To: Nathan Jones <coolblu49@gmail.com>
Cc:



Subject: Re: Kick start of PP SEO and SMO - Minutes of the Meeting

Nathan will lead the team from the front. With his passion we are sure of success.

Regards
Paul

On Thu, Mar 28, 2013 at 5:23 PM, Nathan Jones <coolblu49@gmail.com> wrote:

All,

Thanks for all the hard work and support you guys have been extending towards the success of UPC.

Request a similar but properly balanced support for PP as well.

I will also be working with you guys along with Srinivas, so that together we can ensure a better support and marketing for PP.

I am sure that with our consistent and focused efforts, we can assure PP's success.

Wish you all the very best.

Thanks
Nathan

On Thu, Mar 28, 2013 at 4:15 PM, Paul Allen <unitedforex47@gmail.com> wrote:

Dear team,

Please find below the MOM of the PP which we discussed at 3.00 pm at our office:

1. Claiming the site on Alexa and changing IN - Andrew
2. Facebook campaign, twitter, G+ - Naved
3. Blog (wordpress blog we need) - Pawan
4. SEO - On page - Naved ;

Off page - directory submission, Forum posting, Classifieds

5. Facebook - Hootsuite + Manual posting - Mukesh
6. PP & UPC - Tracking sheet - Andrew will provide it to Srinivas
7. MMG, TG, MMGP.ru, Carigold, mmo4me - thread starting and posting (Iqbal)
8. Every Friday 3.00 pm there will be team meeting - Srinivas
9. Escalation mechanism - Srinivas -> Paul
10. % effort of Pawan, Naved, Andrew, Terry, Isabel,
Srinivas, Dinesh, Ganesh, Raghunath - 75% on UPC, 25% on PP

Regards
Paul

Attachment HH

Awadhesh [REDACTED]
[REDACTED]
[REDACTED]

February 19, 2014

To,
Daniel H. Rubenstein, Attorney-Advisor
U.S. Securities and Exchange Commission
100 F. Street, N.E.
Washington, D.C, 20549

Subject: In response to subpoena, dated February 4, 2014, HO-12192

Dear Mr. Rubenstein,

I would like to start by stating that SEC staff members have my full co-operation with this investigation. This cover letter provides details on all the documents I am producing in reference to item-B (Production), subitems-1 to 6 mentioned in page-2 to 5 of subpoena.

B. Production: Sub item 1 and 2:

All emails (including Inbox, Sent Items, Chat/Google hangout) messages from period of February 2, 2013 to February 16, 2014 have been downloaded from Google account (alex.uma2@gmail.com) as a zipped file and sent to you via ftp site. Please refer word document titled 'Appendix to Cover Letter_HO12192' for additional details.

All email messages are in native format (directly downloaded from Google). Email message format is called MBOX, following weblink provide more details on how to access the downloaded emails messages using various email clients: <https://support.google.com/accounts/answer/3024195?hl=en#gmail>

B. Production: Sub item 3 and 4:

I do not have nor had any business association with Profits Paradise.

During Feb-March 2013 timeframe, when I was helping out United Paycheck group with online trainings and conference rooms, I came across the Profit Paradise website name when same group of people started working on the 'Profits Paradise' website. I was merely copied on most of their emails. Please note that I was never part of any work involved with the website development. They never gave me any

SEC-ThakurA-E-0000001

work to do and I never replied or answered to any of their emails related to 'Profits Paradise'. By April-2013, I had figured out that this group is not for me. I realized that 'Pankaj Srivastava' was taking advantage of me and so I decided to cut all ties with them. I stopped answering my phone, emails and deleted them from my Skype contact list. I told 'Pankaj Srivastava' that I don't want to be any part of any of his businesses (over a Skype call).

Please refer word document titled 'Appendix to Cover Letter_HO12192' for additional details.

B. Production: Sub item 5 and 6:

All bank account details and statements (for period of Feb-2013 to Feb-2014) have been downloaded from respective accounts using online banking facility. All statements and account details are in PDF file format.

Please note that I do not have any transactions (deposits or withdrawals) related to 'Profits Paradise'.

Please find all the account opening documents (drivers license copy, passport copy etc) in pdf and JPEG file format in the same folder.

B. Production: Sub item 7:

Please refer 'Appendix to Cover Letter_HO12192' for all the information requested in sub item-7.

I believe that I have met my obligations under the subpoena by searching carefully and thoroughly for everything called for by the subpoena, and sending it all to you. I searched all the requested documents by myself. All documents were then reviewed by my attorney Mr. John Birdsall. Sources searched were Gmail email accounts, Google chat history, all documents on Google drive, my personal laptop hard drive, Skype Chat history and online banking system to retrieve bank account statements. The original electronic documents are maintained by me on a thumb drive and on my laptops hard drive.

Please feel free to contact me or Mr. Birdsall with any questions or need clarification on any of the submitted documents.

I would like reiterate my commitment to cooperate with this investigation. I believe I am a victim in this matter and ready to provide all the cooperation I can.

Thanks & regards,

Awadhesh [REDACTED]

Attachment II

Appendix to Cover Letter_HO12192

B. Production: Sub Item 1 & 2:

Below is background information on how I know these people (referred in sub item 1 and 2 of subpoena):

Pankaj Srivastava: Pankaj S is from my hometown of Dhanbad, Jharkhand (India). His family and my family have known each other for around 7-8 years. He is a software engineer and has been in advertising/marketing business in India for past few years. His family moved to Mumbai in 2008 (approx), I met him for the first time at a wedding event in July 2012 in person in my home town when I was visiting my parents. He talked to me about some business idea he had (to start a designer clothing line). I told him that I really like my job as an engineer and don't have any spare time and interest for his business ideas.

Later (in late 2012) he (Pankaj Srivastava) contacted me through Facebook about United Paycheck. He mentioned that they were looking for people with neutral accent to conduct web-based training for their new business (United Paycheck) as well as to record training videos. At the time (Nov-Dec2012) I thought it was a good opportunity for me to network with people and improve my communication skills so I agreed to do it myself. They provided training slides which I pretty much read through in few web training sessions which were conducted weekly on Sunday at 11 am CST time. There wasn't any formal agreement or contract done for my work (to conduct the weekly training about United Paycheck business). It was completely voluntary work from my part. It did take me some time to realize that it wasn't really the business what they described to me (which was revenue generation through internet marketing and online advertisement similar to internet giants like Google and Yahoo!).

I used my secondary email address [REDACTED] to communicate with them. Over Skype conference, they talked about paying me \$100 per week for the weekly conference trainings but they never did. As soon as I realized that it was waste of my time and I should have never been a part of, I ended all my communication with them (around May 2013). However my email [REDACTED] was still active and I was copied in most of their communications related to the conference and trainings till about end of July 2013. I contacted them about removing my name from the email list and they did take my email off the list. I did not hear from him or any other member after that. I have no involvement with any other website or business this group may have worked on after March 2013 other than United

Paycheck where I only did the online trainings for few weeks. Also I have not met any other person mentioned in the list on page-8 of subpoena.

Other than Pankaj Srivastava, list of people whom I talked to over Skype and Gmail usually right before the conference trainings were:

Sankat [REDACTED] Garry [REDACTED] and Liberty [REDACTED] Garry [REDACTED] used to cover half of the conference training with me. They always use to ignore my questions about the business details which made my suspicions stronger every week I talked to them. I felt great when I cut off all the communications with them.

B. Production: Sub items 3(a)-(d) and 4(a)-(e).

All the information I could find about 'Profits Paradise' are in the emails between 'Pankaj Srivastava' and his team members between 02/05/2013 to 04/15/2013 (where I was only carbon copied).

Response to sub item 3(a) to 3(d):

3. a. There was never any contract, understanding or agreement between me and Profits Paradise or anyone associated with Profits Paradise.
3. b. I never rendered any services to Profits Paradise.
3. c. I never received any payments concerning Profits Paradise.
3. d. There had never been any communications between me and any actual or prospective investor in Profits Paradise.

Response to sub item 4(a) to 4(e):

4. a. I do not have any document reflecting the identity of anyone who invested funds with Profits Paradise. As mentioned earlier, all the information I could find about 'Profits Paradise' is in the emails between 'Pankaj Srivastava' and his team members between 02/05/2013 to 04/15/2013 (where I [REDACTED] was only carbon copied).
4. b. I don't have any documents which are asked in sub item 4-b.
4. c. I don't have any documents which are asked in sub item 4-c.

4. d. Please review the Gmail messages content between 02/05/2013 to 04/15/2013 as mentioned above in 4 (a).

4. e. Please review the Gmail messages content between 02/05/2013 to 04/15/2013 as mentioned above in 4 (a).

Response to sub item 5 and 6: List of all my financial accounts:

Bank Name	Branch Address	Account Type	Account no.	Duration of ownership
Wells Fargo Bank	1303 College Avenue Houghton, MI 49931 (906) 487-5850	Checking	██████████5191	Since Aug-2007
Wells Fargo Bank	1303 College Avenue Houghton, MI 49931 (906) 487-5850	Savings	██████████15964	Since Aug-2007
Kohler Credit Union	850 Woodlake Road Kohler, WI 53044 (920) 459-2595	Checking	██████████1671 1	Since July 2009
Kohler Credit Union	850 Woodlake Road Kohler, WI 53044 (920) 459-2595	Savings		Since July 2009
Kohler Credit Union	850 Woodlake Road Kohler, WI 53044 (920) 459-2595	Loan A/C		Since Nov 2009
ICICI Bank	Shastri Nagar, Municipal Holding No 576/577, Bank More, Dhanbad, Jharkhand, 826001	Savings NRE	██████████5210	Since Oct 2010
ICICI Bank	Shastri Nagar, Municipal Holding No 576/577, Bank More, Dhanbad, Jharkhand, 826001	Savings NRO	██████████5224	Since Aug 2012
HDFC Bank	Shri Ram Plaza, 1st Floor, Bank More Dhanbad Dhanbad-826001 Jharkhand India Tel. 18602666161	Savings NRE	██████████04 98	Account open since 03/08/2007

	Fax. 0661-2511666			
Xoom.com	www.xoom.com (877) 815-1531 (toll free) or +1 (415) 395-4225	Money exchanger account used to send money to my parents.	User ID: Awadhesh.thakur@gmail.com	All transaction are either to HDFC Bank account as mentioned above or to my mother's account (Sumitra Devi) for family maintenance purposes.
HDFC Quick remit	http://www.hdfcbank.com/nri_banking/money_transfer/default.htm	Similar to Xoom.com	Do NOT use this account any more	NO transaction between Feb-2013 to Feb-2014.
SolidTrustPay.com	www.solidtrustpay.com	Payment Processor account	Do NOT use this account any more. Had submitted a request to close it but didn't hear back from them.	One transaction between Feb-2013 to Feb-2014. Please see the transaction history/account statement provided.
ICICI Bank Money2India	http://www.icicibank.com/nri-banking/money_transfer/money2india.html	Money exchanger account used to send money to my parents and to my NRE bank account. Don't use it anymore.	User ID: aty1984	Since Oct 2010.

B. Production: Sub Item 7:

List of all my email address and social media accounts are in a folder labeled 'Sub Item B_7'.

Item List	Details	Duration of ownership (Approximate)
[REDACTED]	User ID: Awadhesh.thakur	Since 2003
[REDACTED]	Graduate School's email address	Since 2007
[REDACTED]	Secondary email address	Since 2009
[REDACTED]	Work email address	Since 2008
Facebook Account1	User ID: [REDACTED]	Since 2009
Facebook Account2 (Has been deleted)	User ID: [REDACTED]	Since 2009
Twitter Account	User ID: [REDACTED]	Since 2010
Couchsurfing.org account	User ID: [REDACTED]	Since 2011
Yammer.com account	User ID: [REDACTED]	Since 2010
YouTube Account	User ID: [REDACTED]	Since 2009
Foursquare Account	User ID: [REDACTED]	Since 2012
Skype Account	User ID: [REDACTED]	Since 2008
Telephone No. 1	[REDACTED] (Work cell phone, AT&T)	Since 2013
Telephone No. 2	[REDACTED] (Google Voice no., was a Sprint mobile no.)	Since 2010

Exhibit 2
Byrne Declaration

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

In the Matter of

PANKAJ KUMAR SRIVASTAVA

and

NATARAJ KAVURI,

Respondents.

Administrative Proceeding
File No. 3-16267

DECLARATION OF PROFESSOR JAMES E. BYRNE

I, James E. Byrne, declare under penalty of perjury pursuant to 28 U.S.C. § 1746:

I. INTRODUCTORY STATEMENT

1. **Mandate.** I have been requested by the U.S. Securities and Exchange Commission (SEC) to render my expert opinion in this Declaration in the above-styled matter against Pankaj Kumar Srivastava and Nataraj Kavuri. Because it is alleged that the Respondents controlled the related means of solicitation titled Profits Paradise, I have treated both Respondents as one entity in this Declaration, namely “Profits Paradise”.
2. **Scope of Mandate.** Specifically, I have been asked to opine regarding the character, nature, viability, and legitimacy of the transactions attributed to Profits Paradise that are the subject of this action and any resemblance that they may have to High Yield or Prime Bank Investment Schemes.
3. **Duty.** I understand that it is my duty in making this Declaration to express my expert opinion independently of any influence or advocacy. My opinion is given with the understanding that the role of an expert is to provide insight from the perspective of his or her expertise on questions of fact and even ultimate fact without infringing on the prerogative of the trier of fact whose role is to weigh and determine the ultimate significance of these factors.
4. **Sources of Information.** In rendering my opinion, I have examined the documents indicated in Exhibit A (Materials Provided to Professor Byrne) that accompanies this Declaration which appear to be drawn from the Profits Paradise website (www.profitsparadise.com) (“Website”), its Facebook Page (www.facebook.com/profitsparadise) (“Facebook”), its Twitter Account

(www.twitter.com/profitparadise) (“Twitter”), its Google Plus Page (<https://plus.google.com/117262956353596400591/posts>) (“Google Plus”), and its YouTube Page (<http://www.youtube.com/watch?v=M8zKzFnaQGo>). I was provided with the links to these sites by the SEC staff. I subsequently visited the sites and printed out the pages contained in Exhibit A. In this Declaration, these materials are referred to generically as “Materials” and where appropriate the source is indicated. My opinions are subject to revision or amplification should further documentation or information be provided to me.

5. **Basis for Opinion.** I have rendered my opinions in light of my experience, knowledge, research, and studies in the field of commercial transactions, trade, trade finance, banking operations, financial and payment systems and instruments, and commercial fraud which are detailed subsequently in Part II (Qualifications).
6. **Organization.** I have organized my Declaration in the following manner:
 - I. Introductory Statement (¶ 1 to ¶ 6)
 - II. Qualifications (¶ 7 to ¶ 14)
 - III. Summary of Opinions (¶ 15)
 - IV. Explanation of Opinions (¶ 16 to ¶ 58)
 - A. The Transactions Reflected in the Materials (¶ 16 to ¶ 20)
 - B. The Investments Are Not Legitimate Investments (¶ 21 to ¶ 35)
 - C. Prime Bank or High Yield Investment Schemes (¶ 36 to ¶ 44)
 - D. Resemblance of the Transactions in the Materials to High Yield Features (¶ 45 to ¶ 58)
 - V. Conclusions (¶ 59 to ¶ 60)

II. QUALIFICATIONS

7. **Detailed Qualifications.** I have expertise in international banking and finance, including the use of eCommerce in these activities, and in commercial fraud in general and High Yield or Prime Bank Investment Schemes in particular. My qualifications and my publications are set forth in detail in my resume which is attached to the Declaration as Exhibit B (Resume of Professor James E. Byrne).
8. **Expertise in International Banking and Finance.** In particular, I have served or do serve, among other positions, in the following capacities related to international banking and finance:
 - Chair and Reporter of the International Standby Practices Working Group (1994 – 1998) which drafted ISP98 (ICC Publication No. 590) and Secretary to the Council on International Standby Practices (ISP) (since 1998) which issues Official Comments on the ISP and has drafted the ISP98 Model Forms.
 - Member of the Advisory Group to the International Chamber of Commerce (“ICC”) Task Force that drafted UCP600 (ICC Publication No. 600) (2003 – 2007).
 - Member of the U.S. Delegation to the Commission on Banking Technique and Practice of the ICC (since 1995).

- Chair of the Group of Experts summoned to advise the Secretariat of the United Nations Commission on International Trade Law (“UNCITRAL”) on the adoption and implementation of the United Nations Convention on Independent Guarantees and Standby Letters of Credit (since 2001).
- Head of the U.S. Delegation to the UNCITRAL Working Group on International Contract Practices which drafted the United Nations Convention on Standby Letters of Credit and Independent Bank Guarantees (1988 – 1995).
- Past Chair of the American Bar Association's Subcommittee on Letters of Credit (1996 – 2000); Vice Chair (1994 – 1996).
- Member of the ICC Task Forces on the eUCP (2000 – 2001) and the International Standard Banking Practice (2000 – 2002).
- Member of SWIFT drafting group for Formats for Messages for Standbys and Demand Guarantees (2010 – 2012).
- Advisor to the U.S. Commissioners on Uniform State Laws’ Drafting Committee on the Revision of UCC Article 5 (1990 – 1995).
- Director of the Institute of International Banking Law & Practice (since 1987).
- Editor of *Letter of Credit Update* (1985 – 1997) and of *Documentary Credit World* (since 1997), monthly journals of letter of credit and bank guarantee law and practice including related commercial frauds.

9. **Expertise in Combating Commercial Fraud.** For more than 20 years, I have been involved in the following activities in connection with studying and combating commercial and financial fraud:

- Chair of the Group of Experts on Commercial Fraud of the Secretariat of UNCITRAL (2002 – 2005).
- Co-Chair of the UNCITRAL Symposium on International Commercial Fraud (14 - 16 April 2004).
- Co-Chair of the North American and European Steering Committees on Combating Commercial Fraud (1999 – 2005).
- Advisor to the Secretariat of UNCITRAL on Commercial Fraud (2005 – 2008).
- At the request of the U.S. Department of State, I addressed the Plenary Session of UNCITRAL on its project on combating commercial fraud in 2002, 2003, and 2004.

10. **Organizations with which I Have Worked.** Since I first became aware of the problem of commercial fraud in 1987, I have been consulted by the U.S. Office of the Comptroller of the Currency, the U.S. Securities and Exchange Commission and various state securities enforcement officials, the Federal Bureau of Investigation, the U.S. Bureau of the Public Debt, the U.S. Department of Justice, OKOKRIM of Norway, the Ontario Canada Attorney General’s office, Scotland Yard, Standard & Poor’s, the Commercial Crime Bureau of the ICC, various U.S. state and federal prosecutors, various banks and corporations, and numerous individuals regarding commercial and financial fraud. In connection with this work, I have examined more than 2,000 suspected Prime Bank or High Yield Schemes.

11. **International Teaching Experience.** For more than 25 years, I have lectured and taught courses in the areas of letters of credit, international trade finance, and commercial fraud to bankers, business people, lawyers, banks, corporations, and trade associations in programs, courses, and seminars in more than 35 countries throughout the world, including Australia, Brazil, Canada, China, France, Germany, Hong Kong, India, Italy, Japan, Malaysia, Mexico, Russia, Saudi Arabia, Singapore, South Korea, Sweden, the Ukraine, the United Arab Emirates, the United Kingdom, and the United States.
12. **Graduate Level Teaching Experience.** I have been a full-time faculty member at George Mason University School of Law since August 1982 where I teach subjects related to commercial law and practices including Commercial Paper, Letter of Credit Law, Contracts, Sales, Electronic Commerce, International Commercial Transactions, and Commercial Fraud. I have also taught courses or given lecture series at various universities including the China University of Political Science and Law (Beijing), The National University of Singapore, the University of Zagreb, and Stetson University College of Law.
13. **Academic and Legal Credentials.** I have received the following degrees: LL.M., University of Pennsylvania (1978); J.D., magna cum laude, Stetson University College of Law (May 1977); B.A., cum laude, University of Notre Dame (June 1968).
14. **Admission as an Expert Witness.** I have been admitted as an expert on commercial and financial investment fraud, banking operations, and commercial and standby letter of credit practice, and have given expert testimony in Canada, Hong Kong, Norway, and Thailand as well as in approximately 20 federal and 8 state courts in the United States, including the U.S. District Court for the District of Columbia, and have given sworn written expert statements to courts in China, France, England, Singapore, South Korea, and Switzerland.

III. SUMMARY OF OPINIONS

15. **Opinion Summarized.** In my considered professional opinion, the investments described in the Materials that I have examined in connection with this case are not legitimate but resemble and are classic instances of High Yield or Prime Bank Investment Schemes. The fields of investment indicated in the Materials, namely trading foreign exchange, stocks, and commodities, involve high risk and could not sustain the returns guaranteed by Profits Paradise. Moreover, the promised rate of returns is not viable for safe investments which the Materials claim to be pursuing. In addition, the Materials contain other common features of High Yield or Prime Bank Investment Schemes, reinforcing my conclusion.

IV. EXPLANATION OF OPINIONS

A. The Transactions Reflected in the Materials

16. **Investment Management Program.** As indicated in the Materials, Profits Paradise pooled investors' funds for investment in "forex, stocks, and commodity trading". [Website: FAQ How can you guarantee fixed returns? What are the risks involved?] The

time frame in which the matters at issue in this case occurred was from 2013 to early 2014. Accordingly, my observations are related to this time period.

17. **Promised Returns.** The Materials refer to three investment plans which differ depending on the amount invested, all of which are said to yield “fixed returns daily”. [Website: FAQ How Can I Earn Profits with you?] The Materials indicate that the three plans yield 1.5% daily for investments of “\$10 - 749”, 1.75% daily for investments of “\$750 - \$3,499”, and 2% daily for investments of “\$3,500 & above” for periods of “120 days”. [Website] The site uses the “\$” sign without specifying the currency but the text of the Materials appears to me to be written in American English (using American spelling) and otherwise appears to be directed towards Americans. In addition, the Website’s URL uses the “.com” suffix and is registered to an address in Seattle, Washington. Accordingly, I have assumed that the dollar sign is a reference to U.S. dollars (USD).
18. **Descriptions of Returns.** The Materials use the following terms to describe the yield that the investments produce: “massive profits”, “huge profits”, and “handsome profits”. [Website: FAQ How can you guarantee fixed returns? What are the risks involved?] The Materials use the following terms to describe the risk involved in the investment: “guaranteed profits”, “guaranteed profits with minimum risk”, and “stable sources of income” [Website].
19. **Withdrawals.** The Materials also state that the “Maximum withdrawal is \$400 per day.” [Website: FAQ What are your minimum and maximum withdrawal limits?] There is no indication that this policy is varied when the 120-day investment period ends.
20. **Claimed Expertise Involved in Program.** The Materials also provide assurance of the safety of the scheme by pointing to the expertise of the persons managing the investment scheme. When explaining how fixed returns can be guaranteed and the risks involved, the Profits Paradise website states that the risks are diffused by “our expertise in investment portfolio management over several years” which allows the scheme “to manage risk effectively. Our traders tap financial market trends in signals with stringent analysis and portfolio diversification spread over forex, stocks, and commodity trading to ensure handsome profits for our customers.” The Website also states that “your money is handled by a team of qualified professionals with several years of experience in investment portfolio management.” It also claims that their “industry know-how guarantee profits with minimal risk so that you can relax and reap the benefits of our financial expertise.”

B. The Investments Are Not Legitimate Investments

21. **Returns Excessive.** The Materials offer extraordinary returns that would not be commensurate with returns on legitimate investments. They promise up to 2% per business day for a 120 day period (purportedly guaranteed and risk free). Assuming that “120 days” means business days based on the answer to FAQ: “Do you pay on 7 days a week?”, this period would amount to 24 weeks, resulting in an approximate Annual Percentage Rate (assuming two 24-week periods per year) of 360% at the 1.5% daily rate for USD 10-749

investments, 420% at the 1.75% daily rate for USD 750-3,499 investments, and 480% at the 2% daily rate for investments greater than USD 3,500 without taking reinvestment of returns or compounding into account. In other words, if an investor invested USD 3,500 for the first 24-week period, and then reinvested only the principal amount for the second 24-week period available in a calendar year, he or she would have earned approximately USD 16,800 annually without even taking compounding into consideration.

22. **Compared to Safe Investments.** Compared to what are regarded as relatively safe investments returns of 7.84% (2011), 6.54% (2010), and 5.93% (2009) per annum according to Barclays Aggregate Bond Index, Profits Paradise's guaranteed returns of 1.5% to 2% per business day, 180% to 240% per 120-day investment period, or possibly 360% to 480% per annum (conservatively averaging two 120-day investment periods per year) are highly unlikely in any legitimate investment and would never occur in a "safe" investment. Thus, the guaranteed returns are far in excess of returns that would be yielded by a safe investment.
23. **Foreign Exchange.** The Materials indicated that one of the sources of the disproportionate returns is "forex" trading. I understand "forex" to refer to foreign exchange trading which would be trading of currencies or instruments denominated in currencies for other currencies or trading or set off of current or future promises to pay in a given currency because this term is a common short hand reference to such trading. By its nature, this market lends itself to speculation unless risks are hedged or other sophisticated financial devices such as derivatives are used. The foreign exchange market is marked by a high element of risk due to its volatility since the value of the currency market is not based solely on relatively rational business matters but in considerable part is affected by less predictable social and political issues. The ratio between the Euro and the U.S. dollar provides an illustration. In part, the difficulty of predicting the movement of the Euro is because the European Central Bank has structured its monetary policy on inflation instead of economic contraction. That said, over the first 14 years of the Euro's existence, from 1999 to 2012, the Euro displayed a tendency to fall against the U.S. dollar in January. This seasonal pattern offers the closest thing to a stable investment strategy trading in foreign currency. Even taking this into account, trading based on this seasonal pattern yielded significant losses in 2011 and 2012 according to the *2013 Commodity Trader's Almanac*, published by John Wiley & Sons, Inc. While significant profits can be made from trading in foreign exchange, significant losses can result and within recent memory, major banks such as Barings and Allied Irish have failed or, in the case of Citibank, incurred significant losses as a result of forex trading.
24. **Stock Trading.** The Materials indicate that another source of the claimed disproportionate returns was trading in "stocks". I understand trading in stocks to refer to trading in equitable interests in corporations which is the common understanding of the term. Trading

in individual stocks is as likely to result in losses as in gains, whether the stocks are traded on an exchange or over the counter and whether the market for them is rising or dropping.

25. **Perspective.** It is possible to place these indicated returns in perspective with legitimate investments. The Callan Periodic Table of Investment Returns at callan.com which is based on publicly reported figures contains the following comparative information. The S&P 500, which is a market-value-weighted index of 500 stocks that are traded on the NYSE, AMEX and NASDAQ is widely used as a measure of the general performance of the U.S. stock market. In 2011, the annual return for the S&P 500 was 2.11%. In 2010, the annual return for the S&P 500 was 15.06%. In 2009, the annual return for the S&P 500 was 26.47%. According to *2010 Ibbotson Classic Yearbook* published by Morningstar, Inc., the S&P 500 had an average return of 9.8 percent per year between 1926 and 2010. MSCI EAFE is a Morgan Stanley Capital International Index that is designed to measure the performance of the developed stock markets in Europe, Australasia and the Far East. The annual return for MSCI EAFE was -12.14% in 2011, 7.75% in 2010, and 31.78% in 2009. BC AGG is the Barclay's Capital Aggregate Bond Index. It includes U.S. government, corporate and mortgage-backed securities with maturities of at least one year. The annual return for BC AGG was 7.84% in 2011, 6.54% in 2010, and 5.93% in 2009. These returns reveal that the guaranteed returns from the Profits Paradise scheme of up to 2% per business day or 180% - 240% per 120-day investment period even without taking into account reinvestment or compounding are extremely high.
26. **Commodities Trading.** Commodity trading is generally understood to refer to trading in primary goods that are the elements used in manufacture, production, or other accessions to personal property or products. They can be used for things such as food production, consumption, manufacturing, and building rather than the manufactured goods themselves or the finished building, and it is in this sense that I understand the term to have been used in the Materials. The Materials do not contain any indication whatsoever as to which commodities are being traded, which is suspicious in itself since expertise in all or any commodities is significantly different and would require an extensive staff. Commodities that are traded would include matters such as steel, rubber, lumber, coal, coffee, cement, wheat, sugar, and oil, and there are important subgroupings within each field. For example, there are major differences between different types and qualities of oil, each of which requires specialization to understand and to predict its future demand and corresponding value. Trading of commodities can occur on a current (spot) market or on a futures market. As commodities futures trading has evolved, the trades are often set off against other obligations, and there is no actual delivery of the commodities traded, making the product a financial one rather than one related to the purchase and sale of goods. Since the supply of most commodities is affected by global demand, weather, political events, and other non-predictable factors, the prices of commodities can fluctuate wildly with supply and demand. Moreover, commodity trading is affected by and can fuel speculation in prices. It

is also sometimes beset by fraud. As a result, trading in any commodity is highly risky. Commodities trading often is the subject of commercial fraud both because of its volatility and because of the common lack of knowledge about its intricacies.

27. **An Example: Coffee & Sugar.** Despite the lack of an explanation in the Materials as to which commodities are being traded, two examples of the unpredictable fluctuations to which commodities that are commonly traded are subject can be seen with regard to coffee and sugar. Although it has been consistently recommended that coffee traders sell in May and hold through August (*see, e.g., 2013 Commodity Trader's Almanac*), there were great losses in this trade in the years 2006, 2007, and 2010 due to unexpected droughts during the crop pollination time frame. Sugar has many seasonal price changes caused by demand, climate, and other factors which regularly disrupt predictions. *Id.*
28. **Reports of Trading.** There are various exchanges and indices on which currencies, stocks, and commodities are traded. These figures are regularly reported in the financial press and on the internet. There are also well known funds which pool such investments. The possibility of hidden or secret profits from legitimate transactions in these commodities is non-existent, as is the possibility of guaranteeing returns much less earning the returns promised in the Materials. More importantly, trading in these areas can be highly profitable but is highly risky.
29. **Guaranteed Returns.** The use of the term “guaranteed” in connection with an explanation of the risks inherent in the Materials suggests to me that the return indicated can be relied on by the investor and that the party guaranteeing performance has obligated itself to assure the promised performance. Not only are highly speculative returns promised in the Materials, they are guaranteed. Given the volatile nature of the type of investments purportedly involved, it is not possible for a legitimate scheme to promise any “returns” (and implicitly, no losses) much less “guarantee” them.
30. **Compounding.** The Materials tell an investor that he/she/it “can compound your deposits in multiples of 10%.” [Website: FAQ Do you have compounding?] Although the meaning of “compounding” is not explained in the Materials, the Website contains a “Profits Calculator” that is intended to show the returns possible through compounding. [Website: Profits Calculator] The calculator can be used to demonstrate that a deposit of USD 3,500 with 0% compounding will yield a total return of USD 8,400 (240%), as stated previously. It can also be used to indicate the results of compounding an investment from 10% -100% in multiples of 10. [Website: FAQ Do you have compounding?; Website: Profits Calculator] If a prospective investor inputs into the calculator an initial deposit of USD 3,500 to be compounded at a rate of 10%, that investment would yield a total return of USD 9,483.06 (270.94%); the same investment input into the calculator with 50% compounding would yield USD 16,102.71 (460.08%); and with 100% compounding, USD 34,178.07 (976.52%) would result. [Website: Profits Calculator] If an investor reinvested his or her

entire return (illustrated by inputting USD 34,178.07 into the Calculator) for a second 120-day period with compounding set at 100%, then that initial investment of USD 3,500 would be worth a staggering USD 333,753.74 (9,535.82%) at the end of a single year. These figures are utterly beyond probability.

31. **Safe Investments.** The terminology used in the Materials characterize the risk involved in these investments as minimal, which suggests to me that the investment would be safe, namely that among other things it would not involve speculative investments. [Website] As indicated, however, the areas in which Profits Paradise investments are said to be made or the types of investments described are not “safe” and the guaranteed high returns practically ensure that they must be highly speculative to guarantee such returns which means that they are not safe by any measure.
32. **Balancing the Investments.** The Materials indicate that the sustainability of the Profits Paradise scheme lies in the balance between the three types of investments. [Website] As indicated, however, these types of investments do not offer balance. They each involve elements of high risk and, as the recent recession has revealed, tend to pull each other down as drops in the stock markets destabilize currencies and reduce demand, causing chaos in commodities pricing.
33. **The Need to Speculate in Order to Earn the Guaranteed Returns.** Relatively respectable returns can be earned in stock, foreign exchange, and trading of certain commodities by the use of a conservative strategy utilizing hedging strategies. These strategies follow the principle of low risk/low yield. The guaranteed yield from the Profits Paradise scheme, however, would require it to engage in highly speculative investments which undermines the notion that the investments are safe or that the guarantees have any real value.
34. **Return Correlated to Risk.** While in the real world the potential for huge returns is accompanied by huge risks, it is the opposite in the Materials. As described in the Materials, the returns on investments are inverse to the stated risks, offering high returns for safe investments. Such disproportion does not exist in legitimate investments but is a hallmark of High Yield or Prime Bank Investment Schemes. In legitimate transactions, the return on financial investments correlates to the relative perceived risk inherent in the investment. The riskier the investment, the higher the return and the lower the perceived risk, the lower the return on the investment. The higher returns are an incentive to the investor to assume increased risk. In legitimate financial transactions, investment risk is measured in various ways. The best known means is by various rating agencies such as Standard & Poor’s or Moody’s. Under this system, investments are distinguished between investment grade and non-investment grade. An investment grade investment would be regarded as relatively safe and rated by the rating agency. The guaranteed returns on investments in the Materials turn this fundamental principle of investment on its head,

indicating extremely high yields from safe investments. I have not encountered this type of promise in legitimate investments or finance whereas it is a regular feature of High Yield or Prime Bank Investment Schemes. The phenomenal promised returns in the Materials are simply inconsistent with the indication that there is no risk and, excessive even were there risk.

35. **Does Not Resemble Legitimate Investment**. As a result of these matters, it is my conclusion that the Profits Paradise scheme could not yield the returns guaranteed in the manner described in the Materials and, indeed, is not a legitimate investment.

C. Prime Bank or High Yield Investment Schemes

36. **Investment Schemes**. While it is my opinion that the investment programs described in the Materials do not resemble legitimate transactions, it is also my opinion that they do resemble and are, in fact, an instance of an international financial scheme known loosely as “High Yield” or “Prime Bank” Investment Schemes.
37. **Historical Background**. High Yield or Prime Bank Investment Schemes began appearing in the 1980s. They evolved from various financial frauds that emerged following World War II, combining elements of advance fee schemes, forgery of commercial and bank instruments, insider fraud, affinity fraud, charitable fraud, Ponzi schemes, and pyramid schemes. They enable fraudsters to tap the credibility of the international financial system.
38. **High Yield**. As the name “Prime Bank” attracted notoriety, the name “High Yield” began to be used instead to avoid unfavorable association. The name “high yield” is used in legitimate finance to describe bonds that are not rated as investment grade. Another name for High Yield Bonds is “Junk Bonds”. “High Yield” in High Yield Investment Schemes, however, refers to the disproportionate yields supposedly returned and differs from legitimate high yield bonds in that the supposed investment is not of “junk” status but allegedly safe. In my opinion, the names “High Yield” and “Prime Bank” are interchangeable in fraudulent investment schemes.
39. **The Name**. To be a High Yield or Prime Bank Investment Scheme, however, the investment need not use either name and some of the schemes that I have studied do not. What is critical is not the name by which the scheme is identified but its features. In this Declaration, the term “High Yield” is used with particular regard to the Profits Paradise scheme because the Materials state that the scheme returns a “high yield”.
40. **Features of High Yield Schemes**. Certain features recur in High Yield Investment Schemes. These features are not of equal importance and, while not all of these features need be present, the presence of many of them and especially those that are most characteristic, suggest the fraudulent character of the scheme and its classification as a High Yield Investment Scheme. The defining characteristic is the promise of a

disproportionate return without risk or with low risk from a source which is obscure or unable to be ascertained objectively. Much of the rest of the scheme is concerned with explaining how such excessive returns are possible, why everyone is not investing in them, in distracting the investor from insisting on definitive answers, and in postponing or eliminating any reckoning when the investment invariably fails.

41. **High Yield Investment Schemes Are Not Legitimate Investments.** High Yield Investments do not exist in legitimate finance. They exist and are perpetrated to enable those planning and promoting them and their confederates to obtain investors' funds. With the exception of Ponzi payments of invested funds as if they were yields from the investment or Pyramid features, the investments do not yield or pay any funds to investors and the bulk of the principal is invariably dissipated or passed on to confederates or to others engaged in similar schemes. In all of the instances of High Yield Investment Schemes that I have studied, there has been no evidence that any of them have yielded the promised returns.
42. **Features.** The features of High Yield Investment Schemes include
- offered returns that are disproportionate to the low risk involved;
 - mimicking of legitimate financial instruments;
 - obscuring of the commercial basis for and source of the return often under the rubric of reference to some obscure "trading";
 - significant technical flaws that would not be expected in a legitimate investment of the same caliber;
 - improper references to legitimate financial institutions or similar organizations;
 - elements of a Ponzi scheme and a structure like a pyramid scheme;
 - unnecessary secrecy;
 - a charitable, humanitarian, or religious dimension;
 - preying on groups linked by common religious, ethnic, or other affiliation;
 - an international dimension;
 - explanations and excuses as to why the promised returns have failed to materialize; and
 - the actual use of investor funds is not consistent with the purported use.

43. **Detailed Discussion of Features to Follow**. Features of High Yield Schemes that are present in the Materials are discussed later in this Declaration. The Materials used in this scheme and their terms fall into predictable patterns, and their words, phrases, ideas and documents are similar to those that appear in the High Yield Investment Schemes that I have studied.
44. **Public Warnings**. Regulatory authorities and other responsible institutions of the leading developed countries have issued public warnings about High Yield Investment Schemes, disassociating themselves from them. They include the U.S. Office of the Comptroller of the Currency (since 1986), the Federal Reserve (1993), all U.S. banking regulators (1993), the Head of the Banking Supervision Division of the Bank of England (1994), the British Bankers Association (1993), the U.S. Securities and Exchange Commission (1993), the International Chamber of Commerce (1993), and the U.S. Bureau of the Public Debt (1999). These warnings were the first of many and they are kept current and echoed in pronouncements by major banks, organizations, regulators, and enforcement authorities around the world. UNCITRAL and the UN Commission on Drugs and Crime led an international effort to identify and warn against aspects of commercial fraud including High Yield Investment Schemes in 2007 that reinforced these warnings. This information is readily available and can be accessed by any person with access to a computer or a telephone. Moreover, any person professionally experienced in investments should be aware of these warnings or be able to readily access them.

D. Resemblance of the Transactions in the Materials to High Yield Features

45. **Approach**. This section will consider the features of High Yield Investment Schemes that are present in the Materials.

1. Disproportionate Returns

46. **Disproportionate Returns**. Although the scheme, as such, is not referred to as a “Prime Bank” or “High Yield Scheme” in the Materials, it is apparent from the Materials that an extremely high yield is promised from investing in it. The feature most characteristic of a High Yield Investment Scheme and that was present in all the ones that I have studied is the disproportion between the supposed safe or risk free character of the investment and the indicated returns. In many of them, the indicated returns are phenomenal. This feature is intended to entice investors. As indicated, the guaranteed returns in the Materials are excessive.

2. Risk Free

47. **Safety**. As indicated, another critical feature that appears in all of the High Yield Investment Schemes that I have studied is their affirmation that the principal (and often the returns) is safe and without risk. The reason for such assurances is to quiet the inherent

skepticism that the indicated high yields inevitably generate. If the investor is convinced that the funds invested are safe, he, she, or it is more likely to take the attitude that there is “nothing to lose”. As indicated, the Materials contain affirmations that the invested funds are safe through the use of guarantees and assurances that there are minimum risks and that the scheme offers a stable source of income. As also discussed, these affirmations have no basis in legitimate transactions of the type in which the investments are said to be made.

48. **Attempted Disavowals.** The Materials do contain indications of the possibility of risk but in my opinion these qualifications are minimal and heavily overshadowed in comparison with the promised returns and assurances of the safety of the investments. In answering the FAQ “How can you guarantee fixed returns? What are the risks involved?”, the Website states that “we are not totally immune to market losses” but goes on to state that Profits Paradise’s expertise, the skills of its traders, and the spread of investments “ensure handsome profits for our customers”. The Facebook site contains a statement that “trading foreign exchange on margin carries a high level of risk, and may not be suitable for everyone.” This warning does not indicate that investors in the Profits Paradise program are exposed to these risks and that they might affect the guaranteed returns. Given the treatment of profits in the Materials, this limited qualification is lost in the claims of disproportionate profits and of the safety of the investment. Such minimalizing qualifications commonly appear in the High Yield Investment Schemes that I have examined.
49. **Trading in High Yield Investment Schemes.** The source of the exorbitant returns in High Yield Investment Schemes is said to be “trading” of some sort. Some aspect of “trading” appears in some form in virtually every scheme that I have studied. Because few investors understand trading in markets other than the stock market (if that), the use of impressive and esoteric terms regarding the trading process sounds impressive but is difficult for most investors and their advisers to verify. In legitimate transactions trading occurs on public markets and the figures are regularly reported in the financial press especially regarding foreign exchange, commodities, and stocks. Otherwise, it must be asked where and in what the trading takes place. Moreover, many of the instruments, commodities, or currencies purportedly involved in specific trades are reported in the financial press, and simply do not operate in the manner indicated or yield the indicated returns. The trading from which the returns promised in Profits Paradise are to be derived does not reflect trading in legitimate investments but is typical of fictitious “trading” in High Yield Investment Schemes.

3. Other Elements of High Yield Schemes

50. **Generally.** As indicated, the High Yield Investment Schemes that I have studied often contain references to other elements than returns that are disproportionate to the safety of the investments and “trading” as a source of the extraordinary returns, although these

elements are not essential to the fraudulent character of the scheme. The Materials reflect some of these elements. As indicated, the absence of some of these secondary elements is not uncommon and does not alter my conclusion that the Profits Paradise scheme is an instance of a High Yield Investment Scheme.

51. **Legitimate Financial Transactions**. The Materials involve, refer to, mimic, or use transactions that exist in legitimate commerce, including stocks, foreign exchange trading, and commodities trading. Doing so gives the transactions an aura of legitimacy and provides a degree of comfort to investors. The cloak of legitimacy appears in a variety of guises, involving real things that are misused, patently false, forged things or instruments or terms that are fictional. While these undertakings exist, the form that they take in the Materials misuses the undertakings because in legitimate finance they either do not appear or function in the manner indicated and, most importantly, cannot produce the guaranteed returns.
52. **Vagueness Regarding Financial Terms**. Legitimate investments detail their terms, time frames, the nature of the investment, and requirements. It is not uncommon for High Yield Investment Schemes to be suspiciously vague about the details of the investment. The Materials are colorful and appear sophisticated but lack the degree of detail that would be expected of a legitimate investment. It is difficult from the Materials to determine the return on the investment due to vague, sparse, or conflicting information regarding but not limited to (a) whether it is possible to withdraw a lump sum at the end of the 120-day period; (b) how compounding works; (c) what is the scope of the per business day maximum withdrawal of USD 400; and (d) what constitutes the investment levels (e.g., the Website states that Plan-1 is "\$10-749", Plan-2 is "\$750-\$3499", and Plan-3 is "\$3500 and above" [Website], while Facebook states the amounts as "\$10-750", "\$750-\$3500", and "\$3500 & above", respectively [Facebook]). Even the need to make a decision about whether the reference to "\$" signifies U.S. dollars evidences a vagueness not typical of legitimate financial transactions.
53. **"Compounding"**. An example of a technical term is "compounding" which appears in FAQ: Do you have compounding? The Materials state that an investor "can compound [his or her] deposits in multiples of 10%." I understand the term "compound" or "compounding" to refer to the addition of interest accrued for one period to the principal invested at the beginning of the period and the computation of interest for the next period based on the total interest plus the principal. In other words, compounding refers to the use of previous earnings to generate future earnings. I also understand compounding to be a function of time, making it essential that the time period must be identified, since compounding can occur at a number of various intervals. My understanding is confirmed by references such as *Banking & Finance Terminology*, published by the American Bankers' Association in 1999; *Dictionary of Banking & Finance Terms*, published by The Chartered Institute of Bankers in 1999; *A Dictionary of Finance*, published by the Oxford

University Press in 1993; and *Dictionary of Finance and Investment Terms*, published by Barron's Educational Series, Inc. in 1998. I have used these sources because they reflect the understanding of the banking community as commonly accepted in the literature. In my opinion, the terms in the Materials refer to the concept of reinvesting the investment's profits, but without a stated interval and with the confusing restriction of the investment to business days, it is difficult to tell whether Profits Paradise is referring to daily compounding, weekly compounding, or some other concept. This is a technical flaw not generally found in legitimate investments.

54. **“Returns”**. The Materials also use the term “return” or “returns”. In my understanding, these terms are used in legitimate commerce as a shorthand reference to a “return on investment” or the rate of profit that an investment earns relative to the amount of the initial investment. This understanding is again borne out by reference works such as *Banking & Finance Terminology*, *Dictionary of Banking & Finance Terms*, *A Dictionary of Finance*, and *Dictionary of Finance and Investment Terms*. The Materials, however, state that the principal is included in investors’ returns. [“The principle [sic] is included in your daily returns.” Website: FAQ Is the principle [sic] returned after 120 days?] This concept, however, alters the character of the investment. Instead of an investment in which returns are earned, it becomes an annuity under which a stated payment is made over a period of time. This confusion in the use of “returns” in the Materials is revealed further in the Profits Calculator. The calculator contains a space labeled “Total Return” but also includes a space labeled “Actual Profit”, which subtracts the principal (100%) to determine actual profit. Since “returns” signify a rate of profit relative to investment in legitimate finance, there would not need to be a separate calculation to determine profit. The return would simply be multiplied by the principal to determine profit. This confusion is a technical flaw not generally found in legitimate investments. I also note that the Materials mistakenly include the use of the homonym of the financial term “principal”. [Website: FAQ Is the principle returned after 120 days?] This error is an indication of a lesser degree of professionalism than would be expected in legitimate financial or business transactions.
55. **Cap on Withdrawal of Funds**. As explained above, the Materials do not elaborate on the maximum withdrawal but suggest that an investor could have a substantial amount of returns sitting in his or her account after the investment period ends, and yet only be able to withdraw USD 400 per business day. [Website: FAQ What are your minimum and maximum withdrawal limits?] If an investor were to invest more than USD 20,000, he or she could not withdraw more than the earned interest at a rate of 2% per day or USD 400, that is, any of the principal. There is no indication in the Materials that the investor could withdraw the balance at the end of the 120 day period. Nor is there any indication about the consequences of reinvesting but it appears that there is no fixed period for the 120 days calculation which means that the amount owed would continue perpetually and that any investment above USD 20,000 could never be repaid even if the investor diligently

withdrew USD 400 each business day. Moreover, there is a severe warning against setting up multiple accounts, a step that would circumvent the maximum limit. The answer to FAQ “Can I have more than 1 account?” is “No, each individual is allowed only 1 account. Anyone found having multiple accounts may get their account suspended and lose all funds.”

56. **Name Dropping and the Use of Legitimate Institutions.** The High Yield Investment Schemes that I have studied invariably include references to legitimate organizations, persons, or institutions. They improperly suggest that the named institution approves or participates in the scheme or that the scheme is part of or affiliated with the legitimate entity. This tactic which is commonly used in High Yield Investment Schemes seeks to influence people and to gain credibility by association with well-regarded names. In the Materials an example of this “name dropping” exists in the references indicated above with respect to major banks and trading exchanges. The Materials refer to major electronic brokering services such as EBS and Reuters Dealing 3000-Spot Matching. They also refer to the inter-bank markets for foreign exchange which also exist. None of these markets, however, can yield the returns indicated in this program.
57. **Pyramid Scheme.** High Yield Investment Schemes commonly contain a Pyramid element. A Pyramid Scheme is a program by which investors are induced to enlist subsequent investors by paying them a percentage of the funds paid by the subsequent investor. The scheme is described as a pyramid because its organization chart is literally in the shape of a pyramid with the funds moving up towards the top of the pyramid. High Yield Investment Schemes rely on a pyramid structure to market the program. The Materials promise “handsome commissions” and state that “[s]uccessful partners can expect extra bonuses from the management based on their marketing skills.” [FAQ: Can I earn without funding my Profits Paradise account?] In my opinion, this investment has elements of a Pyramid Scheme.
58. **Unnecessary or Excessive Secrecy.** While legitimate transactions are sometimes confidential with respect to trade secrets or contain limitations on circumvention, such provisions would not be used in connection with trading in a market. By their nature, markets are public and thrive on the availability of information. On the other hand, provisions of excessive and inappropriate secrecy are common in the High Yield Investment Schemes that I have studied. They serve to discourage investors from seeking advice from investment professionals or trusted advisers and, more importantly, serve to prevent them from speaking to regulatory or law enforcement officials either because of the fear of violating the secrecy provisions or out of concern that any such disclosure would cause the arrangement to be terminated, depriving them of their principal and any proceeds that may eventually be generated. Nowhere in the Materials is there provided any information on corporate organization or contact information, making it exceedingly difficult to find out who is behind the Website and investment scheme. And while the

Materials on Facebook and the Website do contain much information, most of it is vague and none of it is specific. In order to obtain answers to any other questions, it is necessary to have an account and to log in. [Website: FAQ "How do I contact you for any questions that are not answered here?"] Furthermore, the use of payment processors rather than providing wiring instructions further introduces a layer of secrecy and anonymity.

V. CONCLUSIONS

59. **Program Not Legitimate.** It is my considered professional opinion that the programs described in the Profits Paradise Materials that I have reviewed are not legitimate and to the extent that they mimic legitimate investments, do so without any legitimacy and constitute an instance of a High Yield Investment Scheme.
60. **Implications Regarding Claimed Expertise.** It is also my considered professional opinion that the transactions reflected in the Materials are so patently fictitious that anybody who held themselves out as being knowledgeable about such programs, as was claimed in the Materials, are either deliberately making a false statement or are acting recklessly in disregard of the transactions' patently fictitious character.

Signed this 27th day of April 2015

In the State of Maryland

County of Montgomery


James E. Byrne

EXHIBIT A

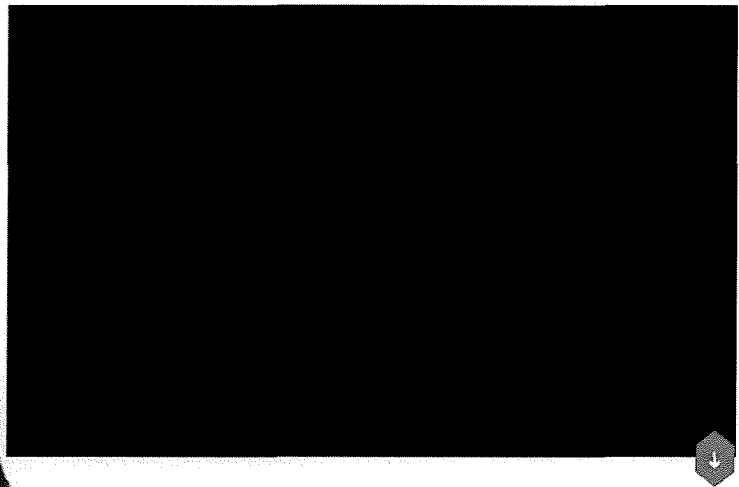


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Open your Doors to Paradise



"GREAT NEWS! Due to the high profits generated by our financial experts, the management has decided to allow 50% deposit currency transfer from LR to PM or Egopay for all members. The currency exchange will be updated in 1 week in your accounts. Please update your PM and Egopay account details in your accounts."



Profits Paradise is an investment management company that deals in multiple financial sectors. The current economic instability in the world makes it imperative to look for stable sources of income that provide guaranteed profits on your investment. Here's where we come in.

It is a known fact that massive profits require massive investment capital which is out of the reach of the average small investor. Not anymore. We at Profits Paradise allow investors to join in with small amounts which are pooled together to make huge profits in forex, stocks and commodity trading. Whether you are an individual or a group, with small, medium or large investment budgets, we have something just for you.

Our dedicated staff works round the clock to tap the best financial deals across the globe. Your money is handled by a team of qualified professionals with several years of experience in investment portfolio management. Our unique trading strategy, extensive market research, and industry know-how guarantee profits with minimal risk so that you can relax and reap the benefits of our financial expertise.

Vision

To become the world's most prominent investment management company, helping customers accomplish their investment objectives.

Mission

To setup an excellent system which offers superior investment management services with unparalleled trust, commitment and service.

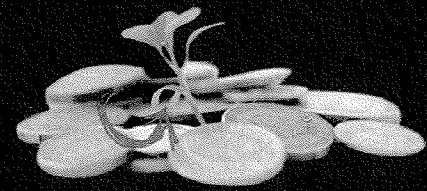


Investment Plans

Profits Paradise offers the following three investment plans.

Each plan has a term of **120 business days**.

Profits are returned daily to your ProfitsParadise account.



Plan-1

- Amount: \$10-\$749
- Daily Interest: 1.5%
- Principal: Included
- Compounding: Available
- Minimum ROI: 180%

Plan-2

- Amount: \$750-\$3499
- Daily Interest: 1.75%
- Principal: Included
- Compounding: Available
- Minimum ROI: 210%

Plan-3

- Amount: \$3500 and above
- Daily Interest: 2%
- Principal: Included
- Compounding: Available
- Minimum ROI: 240%





Multiple E-currencies for your Convenience



FAQ

How can I earn profits with you?

Profits Paradise offer 3 lucrative plans that offer fixed returns daily. All you need to do is sign up with us here by providing the details asked for, and make deposits to start earning.

What payment processors do you accept?

I do not have an account with any payment processor. How do I enroll with you?

What are your minimum and maximum deposit limits?

What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

Can I earn without funding my Profits Paradise account?

Where can I find my referral link?

How can I get more affiliates?

Can I have more than 1 account?

How can you guarantee fixed returns? What are the risks involved?

How safe is my account data?

Do you pay on 7 days a week?

How long does it take for my withdrawal to get processed?

Can I invest using one payment processor and withdraw using another processor?

Do you have compounding?

How do I fund my account?

How do I withdraw funds?

How do I contact you for any questions that are not answered here?

Can different family members use the same payment processor and IP address?

Is the principle returned after 120 days?

Register

To create your account:

Referrer Information

Sponsor's Username *

[Don't have a sponsor?](#)

Personal Information

First Name*

Last Name

Phone

Mobile Number*

Address

Email Id*

Country

-Select-

Gender

Male

Login Information

User name*

Password*

Confirm Password*

Members Agreement

The Client solemnly declares that he has carefully read and fully understood the entire text of the Terms and Conditions and the risk disclosure with which he fully and unreservedly agrees.

I accept the [Terms and Conditions](#).

Proceed

NOT PAID
Profits Paradise
2013-11-27
lifetime: 264 days
monitoring: 230 days
admin rate: 1
users rate: -2.00
return: 56.50%
CLICK TO RATE NOW



[Terms and Conditions](#)

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[Glossary](#)

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FAQ

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Profits Paradise offer 3 lucrative plans that offer fixed returns daily. All you need to do is sign up with us here by providing the details asked for, and make deposits to start earning.

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What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

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FAQ

How can I earn profits with you?

What payment processors do you accept?

We accept Liberty Reserve, Perfect Money, and Egopay for our transactions.

I do not have an account with any payment processor. How do I enroll with you?

What are your minimum and maximum deposit limits?

What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

Can I earn without funding my Profits Paradise account?

Where can I find my referral link?

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- [E-currencies](#)
- [FAQ](#)**
- [Profits Calculator](#)
- [Investment Tools](#)

FAQ

How can I earn profits with you?

What payment processors do you accept?

I do not have an account with any payment processor. How do I enroll with you?

Opening an account with any of the four payment processors is a simple and easy process. Please click on your preferred processor to open on account and follow the instructions provided to fund them. Liberty Reserve, Perfect Money, Egopay.

What are your minimum and maximum deposit limits?

What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

Can I earn without funding my Profits Paradise account?

Where can I find my referral link?

How can I get more affiliates?

Can I have more than 1 account?

How can you guarantee fixed returns? What are the risks involved?

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FAQ

How can I earn profits with you?

What payment processors do you accept?

I do not have an account with any payment processor. How do I enroll with you?

What are your minimum and maximum deposit limits?

You can start with a minimum of \$10. There is no maximum limit.

What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

Can I earn without funding my Profits Paradise account?

Where can I find my referral link?

How can I get more affiliates?

Can I have more than 1 account?

How can you guarantee fixed returns? What are the risks involved?

How safe is my account data?



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FAQ

How can I earn profits with you?

What payment processors do you accept?

I do not have an account with any payment processor. How do I enroll with you?

What are your minimum and maximum deposit limits?

What are your minimum and maximum withdrawal limits?

Minimum withdrawal is \$5. Maximum withdrawal is \$400 per day.

Do you charge a withdrawal fee?

Can I earn without funding my Profits Paradise account?

Where can I find my referral link?

How can I get more affiliates?

Can I have more than 1 account?

How can you guarantee fixed returns? What are the risks involved?

How safe is my account data?



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[Investment Plans](#)

[E-currencies](#)

[FAQ](#)

[Profits Calculator](#)

[Profits Paradise](#)

FAQ

How can I earn profits with you?

What payment processors do you accept?

I do not have an account with any payment processor. How do I enroll with you?

What are your minimum and maximum deposit limits?

What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

No, we do not charge any withdrawal fee. You get 100% of the amount you place a withdrawal request for.

Can I earn without funding my Profits Paradise account?

Where can I find my referral link?

How can I get more affiliates?

Can I have more than 1 account?

How can you guarantee fixed returns? What are the risks involved?

How safe is my account data?



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FAQ

How can I earn profits with you?

What payment processors do you accept?

I do not have an account with any payment processor. How do I enroll with you?

What are your minimum and maximum deposit limits?

What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

Can I earn without funding my Profits Paradise account?

Yes, you can earn handsome commissions through our Affiliate Partnership program without funding your account. Successful partners can expect extra bonuses from the management based on their marketing skills.

Where can I find my referral link?

How can I get more affiliates?

Can I have more than 1 account?

How can you guarantee fixed returns? What are the risks involved?

How safe is my account data?



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FAQ

How can I earn profits with you?

What payment processors do you accept?

I do not have an account with any payment processor. How do I enroll with you?

What are your minimum and maximum deposit limits?

What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

Can I earn without funding my Profits Paradise account?

Where can I find my referral link?

Your referral link and other marketing aids can be found in the "Referral Tools" section.

How can I get more affiliates?

Can I have more than 1 account?

How can you guarantee fixed returns? What are the risks involved?

How safe is my account data?



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Password

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[Profits Calculator](#)

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FAQ

How can I earn profits with you?

What payment processors do you accept?

I do not have an account with any payment processor. How do I enroll with you?

What are your minimum and maximum deposit limits?

What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

Can I earn without funding my Profits Paradise account?

Where can I find my referral link?

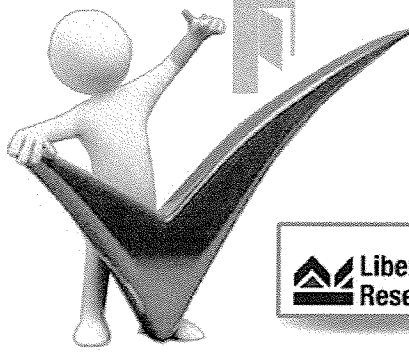
How can I get more affiliates?

We encourage you to use your referral link and promotional banners on social media, blogs, forums and email to share it with interested parties. We do not encourage spam at all.

Can I have more than 1 account?

How can you guarantee fixed returns? What are the risks involved?

How safe is my account data?



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FAQ

How can I earn profits with you?

What payment processors do you accept?

I do not have an account with any payment processor. How do I enroll with you?

What are your minimum and maximum deposit limits?

What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

Can I earn without funding my Profits Paradise account?

Where can I find my referral link?

How can I get more affiliates?

Can I have more than 1 account?

No, each individual is allowed only 1 account. Anyone found having multiple accounts may get their account suspended and lose all funds.

How can you guarantee fixed returns? What are the risks involved?

How safe is my account data?



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FAQ

How can I earn profits with you?

What payment processors do you accept?

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What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

Can I earn without funding my Profits Paradise account?

Where can I find my referral link?

How can I get more affiliates?

Can I have more than 1 account?

How can you guarantee fixed returns? What are the risks involved?

Like any other investment option we are not totally immune to market losses, but our expertise in investment portfolio management over several years allows us to manage risk effectively. Our traders tap financial market trends and signals with stringent analysis and portfolio diversification spread over forex, stocks, and commodity trading to ensure handsome profits for our customers.

How safe is my account data?



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FAQ

How can I earn profits with you?

What payment processors do you accept?



Username

Password

Login

Forgot Password?

Home About us Investment Plans E-currencies **FAQ** Profits Calculator

What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

Can I earn without funding my Profits Paradise account?

Where can I find my referral link?

How can I get more affiliates?

Can I have more than 1 account?

How can you guarantee fixed returns? What are the risks involved?

How safe is my account data?

Profit Paradise is very serious about account security and takes all necessary precautions to protect your account information with the latest data encryption and DDOS protection technology.



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FAQ

How can I earn profits with you?

What payment processors do you accept?



Username

Password

Login

Forgot Password?

Home About us Investment Plans E-currencies **FAQ** Profits Calculator Member Address

What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

Can I earn without funding my Profits Paradise account?

Where can I find my referral link?

How can I get more affiliates?

Can I have more than 1 account?

How can you guarantee fixed returns? What are the risks involved?

How safe is my account data?

Do you pay on 7 days a week?

No, we pay investment returns on business days only.

How long does it take for my withdrawal to get processed?

Can I invest using one payment processor and withdraw using another processor?

Do you have compounding?

How do I fund my account?

How do I withdraw funds?

How do I contact you for any questions that are not answered here?

Can different family members use the same payment processor and IP address?

Is the principle returned after 120 days?

Register

To create your account:

Referrer Information

Sponsor's Username *

[Don't have a sponsor?](#)

Personal Information

First Name*

Last Name

Phone

Mobile Number*

Address

Email Id*

Country

Gender

Login Information

User name*

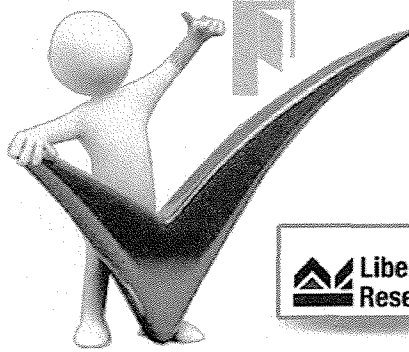
Password*

Confirm Password*

Members Agreement

The Client solemnly declares that he has carefully read and fully understood the entire text of the Terms and Conditions and the risk disclosure with which he fully and unreservedly agrees.

I accept the [Terms and Conditions](#).



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FAQ

How can I earn profits with you?

What payment processors do you accept?



Username

Password

Login

Forgot Password?

Home About us Investment Plans E-currencies **FAQ** Profits Calculator Referrals

What are your minimum and maximum withdrawal limits?

Do you charge a withdrawal fee?

Can I earn without funding my Profits Paradise account?

Where can I find my referral link?

How can I get more affiliates?

Can I have more than 1 account?

How can you guarantee fixed returns? What are the risks involved?

How safe is my account data?

Do you pay on 7 days a week?

How long does it take for my withdrawal to get processed?

Your withdrawals are processed within 48 hours on business days.

Can I invest using one payment processor and withdraw using another processor?

Do you have compounding?

How do I fund my account?

How do I withdraw funds?

How do I contact you for any questions that are not answered here?

Can different family members use the same payment processor and IP address?

Is the principle returned after 120 days?

Register

To create your account:

Referrer Information

Sponsor's Username *

[Don't have a sponsor?](#)

Personal Information

First Name*

Last Name

Phone

Mobile Number*

Address

Email Id*

Country

Gender

Login Information

User name*

Password*

Confirm Password*

Members Agreement

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I accept the [Terms and Conditions](#).

Can I invest using one payment processor and withdraw using another processor?

No, withdrawals are processed in the same payment processor that was used to make the deposit.

Do you have compounding?

How do I fund my account?

How do I withdraw funds?

How do I contact you for any questions that are not answered here?

Can different family members use the same payment processor and IP address?

Is the principle returned after 120 days?

Register

To create your account:

Referrer Information

Sponsor's Username *

[Don't have a sponsor?](#)

Personal Information

First Name*

Last Name

Phone

Mobile Number*

Address

Email Id*

Country

-Select-

Gender

Male

Login Information

User name*

Password*

Confirm Password*

Members Agreement

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I accept the [Terms and Conditions](#).

Proceed

Can I invest using one payment processor and withdraw using another processor?

Do you have compounding?

Yes, you can compound your deposits in multiples of 10%.

How do I fund my account?

How do I withdraw funds?

How do I contact you for any questions that are not answered here?

Can different family members use the same payment processor and IP address?

Is the principle returned after 120 days?

Register

To create your account:

Referrer Information

Sponsor's Username *

[Don't have a sponsor?](#)

Personal Information

First Name *

Last Name

Phone

Mobile Number *

Address

Email Id *

Country

Gender

Login Information

User name *

Password *

Confirm Password *

Members Agreement

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I accept the [Terms and Conditions](#).



Can I invest using one payment processor and withdraw using another processor?

Do you have compounding?

How do I fund my account?

Sign into your account. Go to "Make Deposit", type the amount you wish to deposit, select payment processor, select rate of compounding, click on submit. On confirmation, you will be taken to the payment processor of your choice. Fund your account.

How do I withdraw funds?

How do I contact you for any questions that are not answered here?

Can different family members use the same payment processor and IP address?

Is the principle returned after 120 days?

Register

To create your account:

Referrer Information

Sponsor's Username * [Don't have a sponsor?](#)

Personal Information

First Name*	<input type="text"/>	Last Name	<input type="text"/>	
Phone	<input type="text"/>	Mobile Number*	<input type="text"/>	
Address	<input type="text"/>		Email Id*	<input type="text"/>
Country	<input type="text" value="-Select-"/>	Gender	<input type="text" value="Male"/>	

Login Information

User name*	<input type="text"/>	Confirm Password*	<input type="text"/>
Password*	<input type="text"/>		

Members Agreement

The Client solemnly declares that he has carefully read and fully understood the entire text of the Terms and Conditions and the risk disclosure with which he fully and unreservedly agrees.

I accept the [Terms and Conditions](#).



Can I invest using one payment processor and withdraw using another processor?

Do you have compounding?

How do I fund my account?

How do I withdraw funds?

Sign into your account. Go to "Withdraw Funds", type the amount you wish to withdraw, select payment processor, and click submit. You will receive the amount within 48 hours. Please do not raise a support ticket during this period.

How do I contact you for any questions that are not answered here?

Can different family members use the same payment processor and IP address?

Is the principle returned after 120 days?

Register

To create your account:

Referrer Information

Sponsor's Username * [Don't have a sponsor?](#)

Personal Information

First Name*	<input type="text"/>	Last Name	<input type="text"/>	
Phone	<input type="text"/>	Mobile Number*	<input type="text"/>	
Address	<input type="text"/>		Email Id*	<input type="text"/>
Country	<input type="text" value="-Select-"/>	Gender	<input type="text" value="Male"/>	

Login Information

User name*	<input type="text"/>	<input type="text"/>	
Password*	<input type="password"/>	Confirm Password*	<input type="password"/>

Members Agreement

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I accept the [Terms and Conditions](#).



Can I invest using one payment processor and withdraw using another processor?

Do you have compounding?

How do I fund my account?

How do I withdraw funds?

How do I contact you for any questions that are not answered here?

Sign into your account. Go to "Contact Us", type the subject, select category, type your message in English, and click submit. The support staff will contact you within 48 hours.

Can different family members use the same payment processor and IP address?

Is the principle returned after 120 days?

Register

To create your account:

Referrer Information

Sponsor's Username * [Don't have a sponsor?](#)

Personal Information

First Name*	<input type="text"/>	Last Name	<input type="text"/>	
Phone	<input type="text"/>	Mobile Number*	<input type="text"/>	
Address	<input type="text"/>		Email Id*	<input type="text"/>
Country	<input type="text" value="-Select-"/>	Gender	<input type="text" value="Male"/>	

Login Information

User name*	<input type="text"/>	<input type="text"/>	
Password*	<input type="password"/>	Confirm Password*	<input type="password"/>

Members Agreement

The Client solemnly declares that he has carefully read and fully understood the entire text of the Terms and Conditions and the risk disclosure with which he fully and unreservedly agrees.

I accept the [Terms and Conditions](#).



Can I invest using one payment processor and withdraw using another processor?

Do you have compounding?

How do I fund my account?

How do I withdraw funds?

How do I contact you for any questions that are not answered here?

Can different family members use the same payment processor and IP address?

No, each family member should have a separate account with a separate payment processor. Email Support regarding different family members before funding to get approval of IP address.

Is the principle returned after 120 days?

Register

To create your account:

Referrer Information

Sponsor's Username *

[Don't have a sponsor?](#)

Personal Information

First Name*

Last Name

Phone

Mobile Number*

Address

Email Id*

Country

Gender

Login Information

User name*

Password*

Confirm Password*

Members Agreement

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Can I invest using one payment processor and withdraw using another processor?

Do you have compounding?

How do I fund my account?

How do I withdraw funds?

How do I contact you for any questions that are not answered here?

Can different family members use the same payment processor and IP address?

Is the principle returned after 120 days?

The principle amount is included in your daily returns.

Register

To create your account:

Referrer Information

Sponsor's Username *

Personal Information

First Name*

Last Name

Phone

Mobile Number*

Address

Email Id*

Country

Gender

Login Information

User name*

Password*

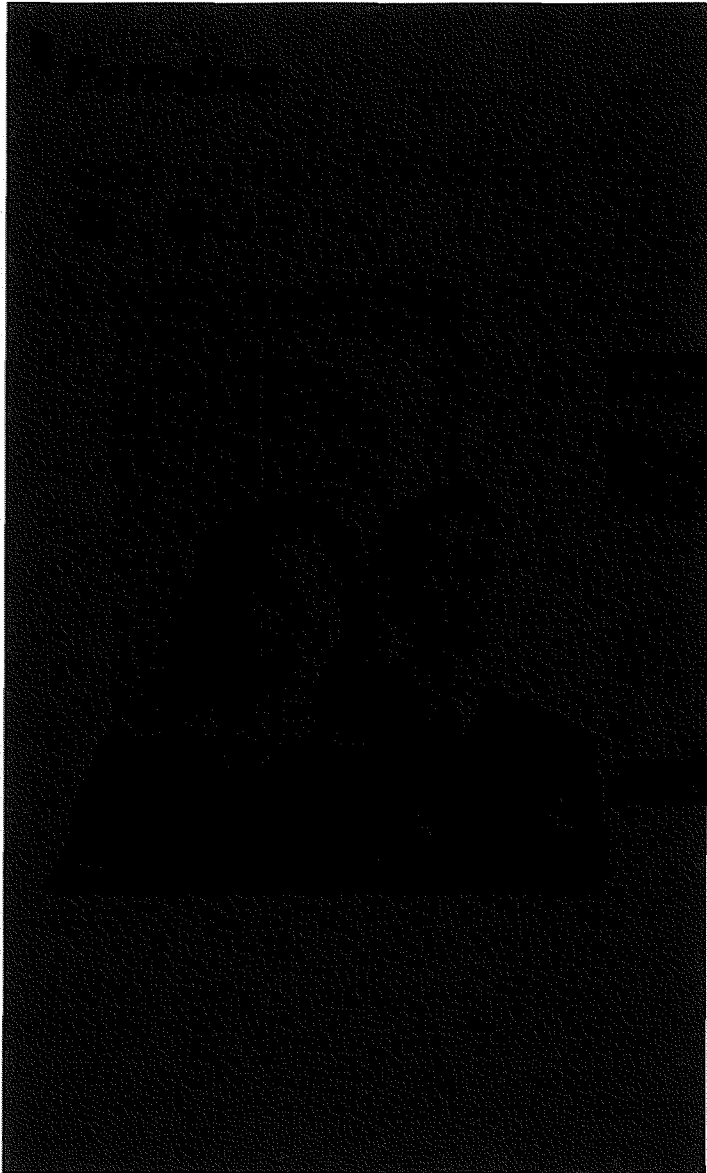
Confirm Password*

Members Agreement

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Name Password [Forgot Password?](#)
[Plans](#) [E-currencies](#) [FAQ](#) [Profits Calculator](#) [Register Now!](#)

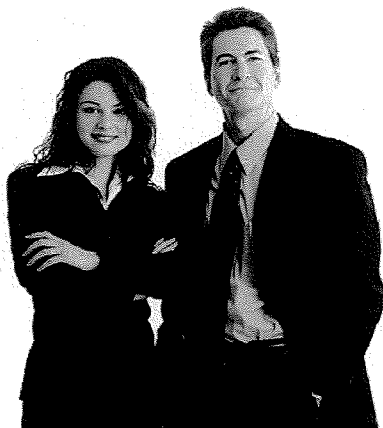
NEWS! Due to the h
 the management h
 from LR to PM or Eg
 will be updated in
 and Egopay account

- Profits Paradise

Principal Amount (\$)	<input type="text" value="100"/>
Compounding %	<input type="text" value="100"/>
<input type="button" value="Calculate"/>	
Plan Type	<input type="text"/>
Total Return	<input type="text"/>
Actual Profit	<input type="text"/>

We ASSURE You

0:00 / 1:01



Profits Paradise is an investment management company that deals in multiple financial sectors. The current economic instability in the world makes it imperative to look for stable sources of income that provide guaranteed profits on your investment. Here's where we come in.

It is a known fact that massive profits require massive investment capital which is out of the reach of the average small investor. Not anymore. We at Profits Paradise allow investors to join in with small amounts which are pooled together to make huge profits in forex, stocks and commodity trading. Whether you are an individual or a group, with small, medium or large investment budgets, we have something just for you.

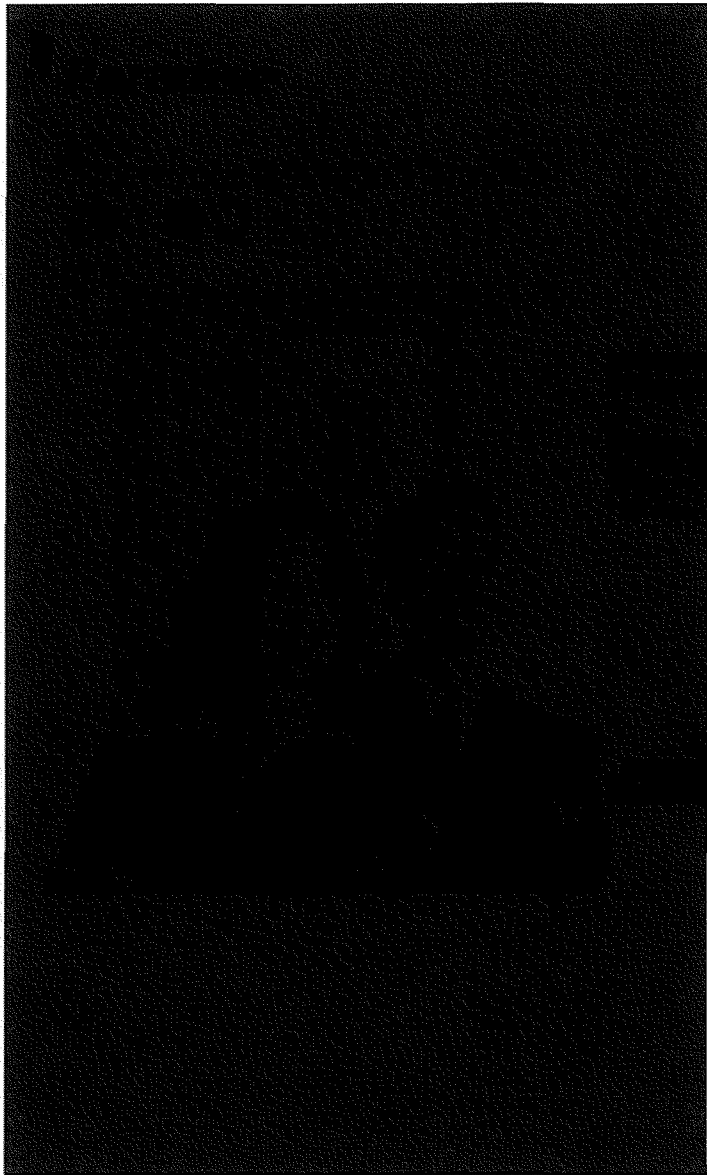
Our dedicated staff works round the clock to tap the best financial deals across the globe. Your money is handled by a team of qualified professionals with several years of experience in investment portfolio management. Our unique trading strategy, extensive market research, and industry know-how guarantee profits with minimal risk so that you can relax and reap the benefits of our financial expertise.

Vision

To become world's most prominent investment management company, helping customers accomplish their investment objectives.

Mission

To setup an excellent system which offers superior investment management services with unparalleled trust, commitment and service.



Name Password [Forgot Password?](#)
[Plans](#) [E-currencies](#) [FAQ](#) [Profits Calculator](#) [Register Now!](#)

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 the management h...
 from LR to PM or Eg...
 will be updated in...
 and Egopay account

- Profits Paradise

Principal Amount (\$)	<input type="text" value="100"/>
Compounding %	<input type="text" value="0"/>
<input type="button" value="Calculate"/>	
Plan Type	<input type="text" value="Plan-1 (1.50%)"/>
Total Return	<input type="text" value="180.00 (180.00%)"/>
Actual Profit	<input type="text" value="80.00 (80.00%)"/>

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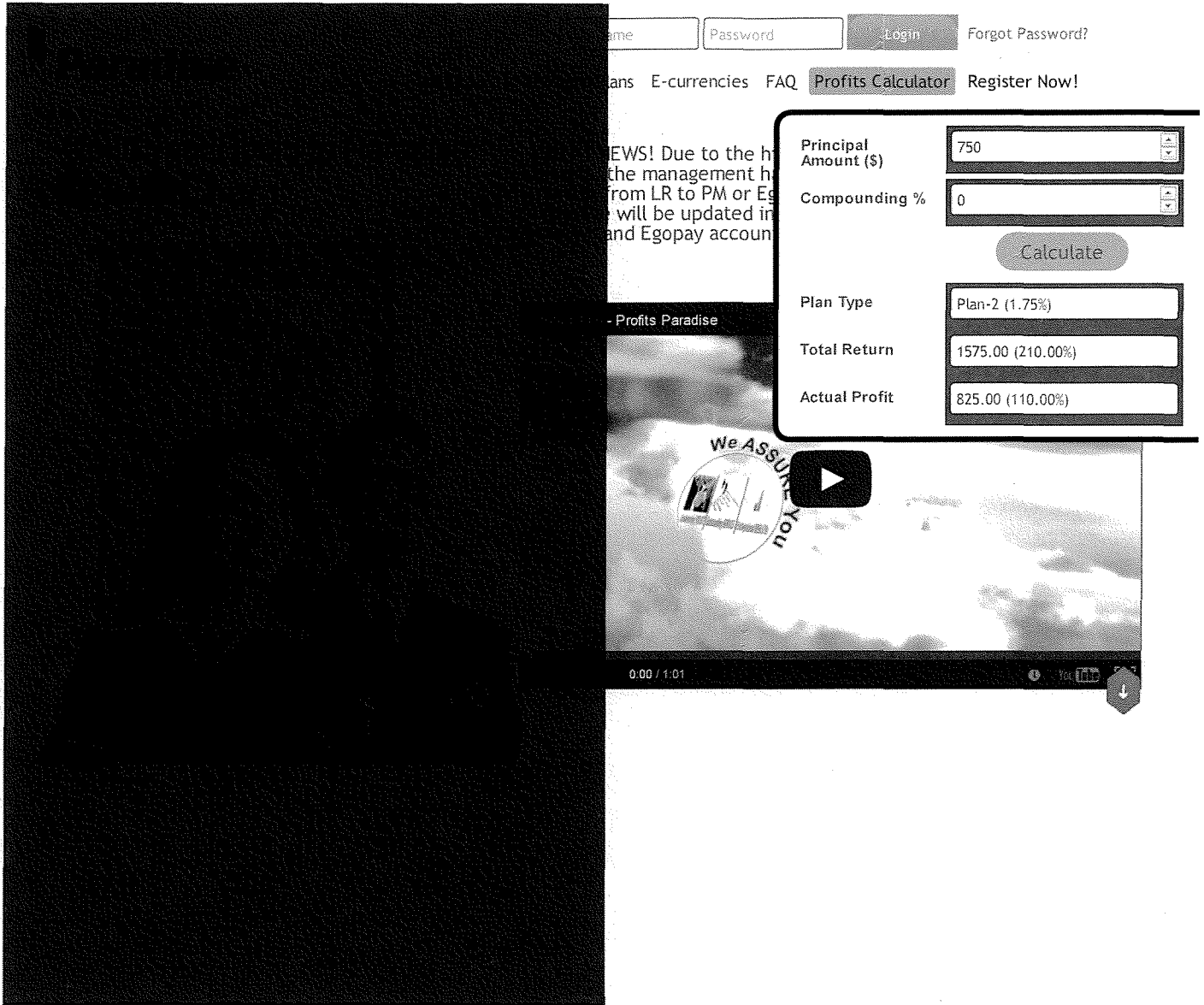


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 the management h...
 from LR to PM or Eg...
 will be updated in...
 and Egopay account

Principal Amount (\$)	750
Compounding %	0
<input type="button" value="Calculate"/>	
Plan Type	Plan-2 (1.75%)
Total Return	1575.00 (210.00%)
Actual Profit	825.00 (110.00%)

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We ASSURE You

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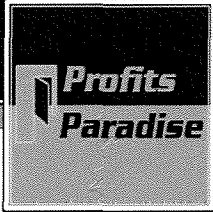
3 Great Plans
Plan 1 - \$10-\$750, 1.5% daily

Plan 2 - \$750-\$3500, 1.75% daily

Plan 3 - \$3500 & above, 2% daily

STP, LR, PM, EgoPay
5% Referral Commission

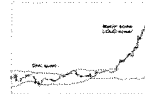
All Plans for 120 Days



Profits Paradise
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Consulting/Business Services
www.profitparadise.com, An Investment Management Company Committed To Provide With Everything Needed To Fulfill Specified Investment Goal To Benefit Investors

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50% Off + Extra
Orders Over \$6
through Dec 1.

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LTE speed.

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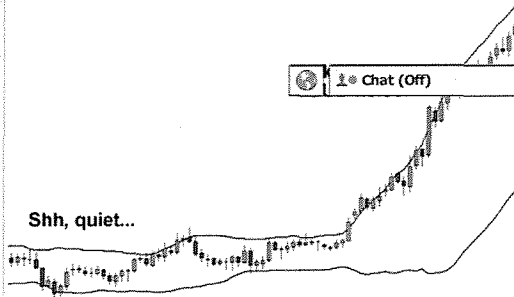
Highlights

Profits Paradise
August 19

Bollinger's Bands @ Profits Paradise

Bollinger Bands, a chart indicator developed by John Bollinger, are used to measure a market's volatility.

Basically, this little tool tells us whether the market is quiet or whether the market is LOUD! When the market is quiet, the bands contract and when the market is LOUD, the bands expand.



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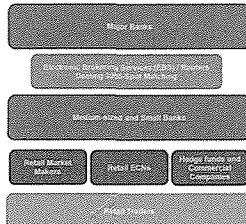


Black Friday Eve
50% Off + Extra
Orders Over \$6
through Dec 1.

124,716 people like this.

Profits Paradise
August 16

Forex Market Hierarchy



The FX Ladder !!!

Even though the forex market is decentralized, it isn't pure and utter chaos !!! The participants in the FX market can be organized into a ladder. To better understand what we mean, here is a neat illustration:

At the very top of the forex market ladder is the interbank market. Composed of the largest banks of the world and some smaller banks, the participants of this market trade directly with each other or electronically through the Electronic Brokering Services (EBS) o...

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Profits Paradise
August 14

"Money Management In Forex Trade"

Money management in FOREX is perhaps the least realized and most important weapon in a trader's arsenal. A large percentage of Forex traders fail because they don't have the concept of money management firmly in their grasp. In order to constantly wager hundreds or thousands of dollars, traders have to know the potential of every penny they are risking.

Keys to managing money in the Forex market inevitably involve understanding how much... See More



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Profits Paradise
August 12

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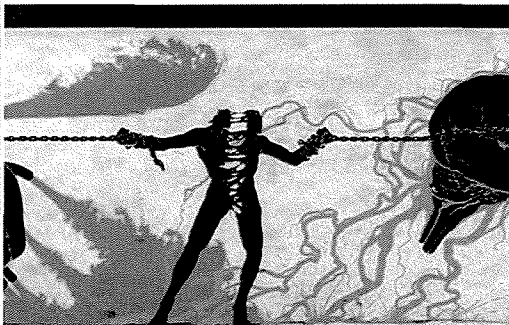
plus.google.com/117262956353596400591/posts

profitsparadise.blogspot.in

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Profits Paradise
August 5

You have to be the master of yourself..



"MASTERING OTHERS IS STRENGTH.
MASTERING YOURSELF IS TRUE POWER."
— LAO TZU

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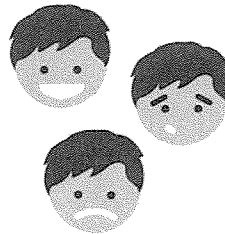
1

Profits Paradise
August 12

What Is #MarketSentiment..?

The market sentiment is the overall feeling or mood of the market. It is the attitude of all participants towards the market, which expresses itself through the activity & #price movement of a security.

For example, when #prices are rising the market sentiment is #bullish, whereas falling prices would indicate a #bearish market sentiment.



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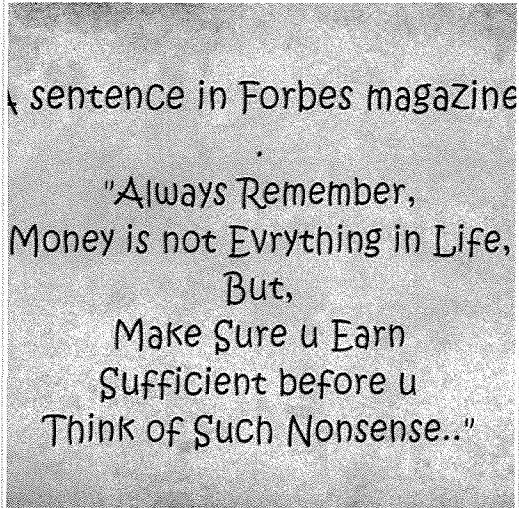
Profits Paradise
July 30

Multiple E-currencies For Your convenience (4 photos)
Profits Paradise , provides multiple e-currencies for your convenience.



Profits Paradise
July 28

What Forbes Magazine Says..?



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3

Profits Paradise asked a question.
July 25

Research Say, "By the end of 2020 every 2nd individual in this world will be involved in Forex Business..?"

- I Agree *2
- I Disagree

Like · Comment · Share

Profits Paradise
July 24



It's A Great News For All Our Members

Dear Members,

Due to high profits generated by our financial experts, the management has decided to allow 50% deposit currency transfer from LR to PM to EGOPAY for all members. The currency exchange will be updated in 1 week in your accounts. Please update your PM and EGOPAY accounts details in your account.

Warm Regards,
Profits Paradise

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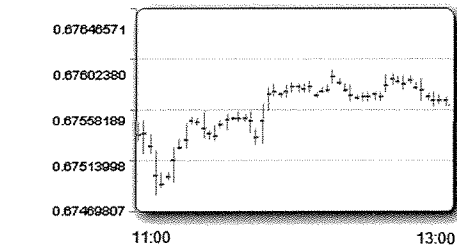
Profits Paradise
July 20

Today's Teaching

"What Is A Tick..?"

A minimal fluctuation in price, up or down is known as a tick.

Tick-by-Tick Rates USD vs. EUR



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2

Profits Paradise
July 19

Profits Paradise offers 3 great plan for 120 days which suits every individual. Enjoy Hassle Free Income.

For more details visit our website.

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Profits Paradise
July 18

~ADVANTAGES OF FOREX~

There are many benefits and advantages of trading Forex. Here are just a few reasons why so many people are choosing this market:

- * NO COMMISSION
- * NO MIDDLEMAN... See More



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Profits Paradise
July 17

Today's Teaching

" What Is Spread Betting..?"

Spread betting is a form of speculation on the end result of an event that requires betting on the price movement of an asset. A spread betting broker quotes prices for the bid and offer/... See More

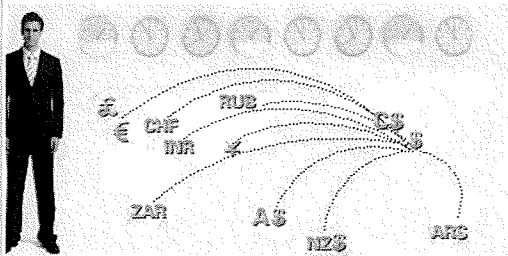


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Profits Paradise
July 16

Profits Paradise is an investment management company that deals in multiple financial sectors. The current economic instability in the world makes it imperative to look for stable sources of income that provide guaranteed profits on your investment.



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Profits Paradise
July 15

We offer investment solutions in the areas of Forex Trading Business, Forex Asset Management, Forex Technology as well as Forex Consulting and are actively building a global network.



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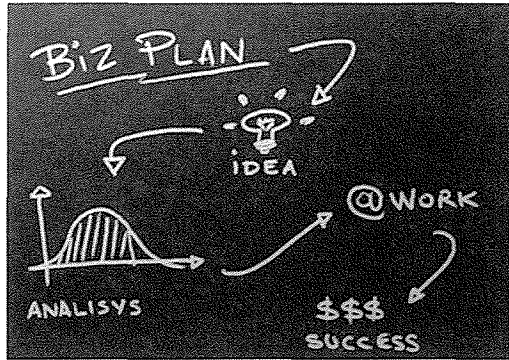
2

Profits Paradise
July 13

Paradise Profit foremost pursues a next-to-the-client philosophy in all activities so to always guarantee the maximum benefit for clients and partners. We offer investment solutions in the areas of Forex Trading Business, Forex Asset Management, Forex Technology as well as Forex Consulting and are actively building a global network.

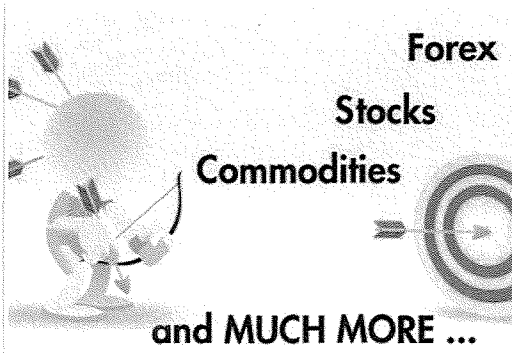
Profits Paradise
July 12

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Profits Paradise
July 11

In Fundamental Analysis in FOREX Trade a trader uses fundamental indicators to help gauge the attractiveness of a currency and then use that information to trade. In simplest terms, traders and investors use this data to gauge strength of an economy and then buy/sell that country's currency against its rivals.



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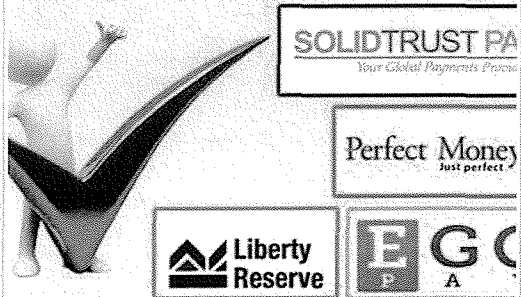
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Earlier in 2013

Profits Paradise
July 9

Profits Paradise offer 3 lucrative plans that offer fixed returns daily. All you need to do is sign up with us here by providing the details asked for, and make deposits to start earning.

Multiple E-currencies for your Convenience

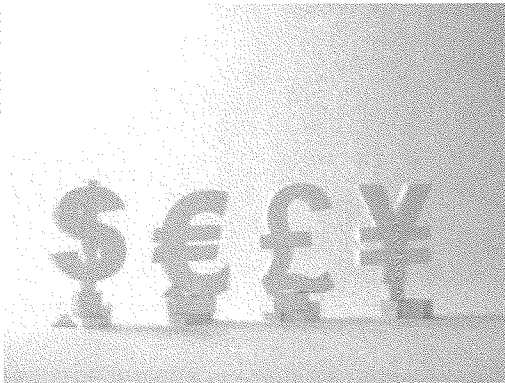


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Profits Paradise
July 8

To become world's most prominent investment management company, helping customers accomplish their investment objectives.

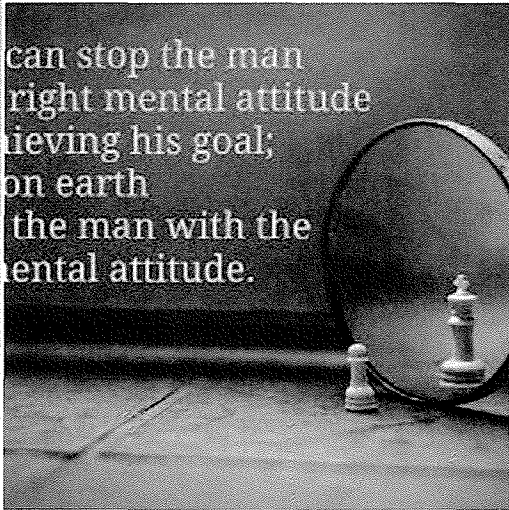


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Profits Paradise
July 4

Do you have the right mental attitude?



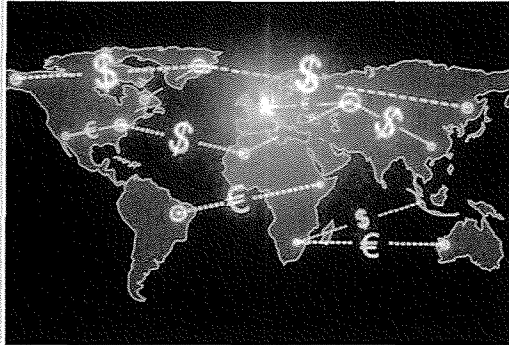
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Profits Paradise

Profits Paradise
July 2

According 2 The Wall Street Journal, Forex Market Has A Daily Volume Of Approximately \$4.71 trillion.Now Thats 2 High...



Like · Comment · Share

1 1

Profits Paradise
July 1

3 WAYS TO BE POSITIVE

The 1st Thing Is...
REMOVE ALL NEGATIVE INFLUENCE.

The 2nd Thing Is...
SURROUND YOURSELF WITH POSITIVE INFLUENCE.

&... The 3rd Thing Is...
Identify Problems and Set Goals
IDENTIFY PROBLEMS AND SET GOALS.

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4 2

Profits Paradise
June 29

Live with no excuses,
Live with no regrets

*Live with no
excuses;
Love with no
regrets*

Like · Comment · Share

3 1

Profits Paradise
June 28

IMPORTANCE OF NEWS IN FOREX



It's not enough to only know technical analysis when you trade. It's just as important to know what makes the market move.

Just like in the great Star Wars world, behind the trend lines, double tops, and head and shoulder patterns, there ...

Continue Reading ...

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2 2

Profits Paradise
June 27

5 PREDICTIONS FOR FOREX INDUSTRY

1. Forex trading will become more mainstream.
2. BRIC currencies to become more popular.
3. Consolidation of Forex brokers.
4. Education will become important.
5. Commodities will grow with Forex

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Profits Paradise
June 26

Successful people are always looking for opportunities to help others. Unsuccessful people are always asking, "What's in it for me?" - Brian Tracy

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Profits Paradise
June 24

GREAT NEWS! Due to the high profits generated by our financial experts, the management has decided to allow 50% deposit currency transfer from LR to PM or Egopay for all members. The currency exchange will be updated in 1 week in your accounts. Please update your PM and Egopay account details in your accounts.

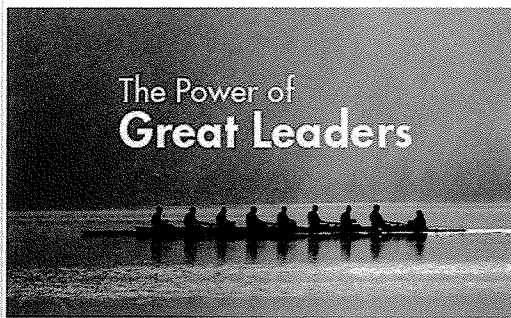
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Profits Paradise
June 22

When we pool the knowledge of people from across the world we can create new ways of thinking and working Profits Paradise



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Profits Paradise
June 20

Convergence : Usually, the contract price of a futures contract is higher than the existing price of the underlying asset (in general a commodity). The futures contract price is higher because of the effect of the time value of money. As the expiry date nears, the spread between the spot price and the futures contracts price goes smaller and smaller. On the delivery date of the contract, the futures and spot prices must be equal. This procedure of futures and spot prices approaching one another is called convergence.

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Profits Paradise
June 19

A legitimate way to get more coin for your services, is by continuing to educate yourself. The more you know, the more value you can bring to your working. Profits Paradise

Profits Paradise

Profits Paradise
June 25

It's not enough 2 have a big vision, u need 2 take each step 2 get u there..



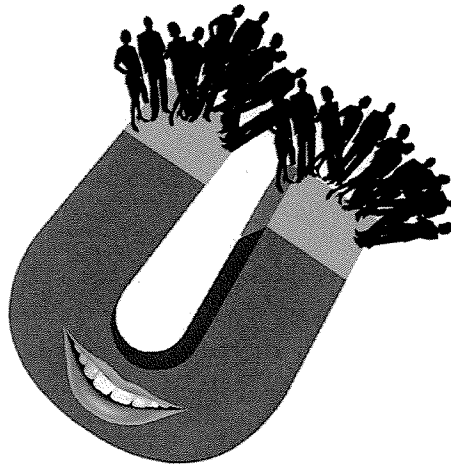
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Profits Paradise
June 21

The higher your positive energy vibration, the greater the draw!

What do you do to increase the vibe.

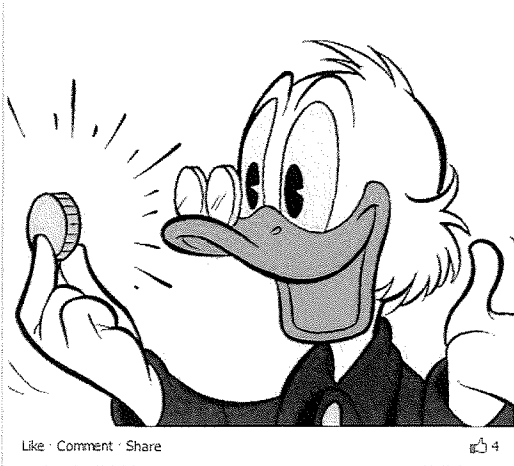


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Profits Paradise
June 18

Initially it's all about ANY revenue, then it evolves into QUALITY of revenue.



Like · Comment · Share 4

Profits Paradise June 17

The word "bullish" is applied to refer a person's, or group's, whose approach to an asset is optimistic (for example, that the asset will increase in value).

The terminology "bearish" is utilized to indicate that a person's, or firm's, vantage point on an asset is Pessimistic (i.e., that the asset will fall down in value).



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Profits Paradise June 13

Quote of the day

Thought is cause, experience is effect. If you don't like the effects in your life, you have to change the nature of your thinking.

Like · Comment · Share 6

Profits Paradise June 12

Tip of The Day

Calculating risk-reward ratio and maintaining a cool but firm balance in the chosen line of currency can only come through auto-suggestion and self-discipline. This method takes patience, but will surely pay more than the folly of gambles.

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Profits Paradise



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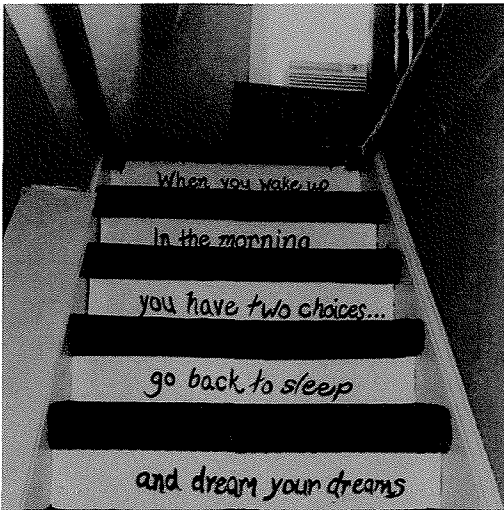
Profits Paradise June 15

Hedge : Hedging is a crucial part of international trade. For and investors, a hedge is a mix of different positions that helps overcome the risk that is inherent in any position. In creating a hedge, traders will take opposing positions in separate markets. While this could limit profits had a trader taken just a single position, it serves its purpose as an "insurance" against unexpected market moves.

Like · Comment · Share 3

Profits Paradise June 14

Wake Up



Like · Comment · Share 6

Profits Paradise June 11

Quote of the day

Profits Paradise
June 10

Knowledge + Action = \$\$\$\$\$\$



Like · Comment · Share 5

Results matter more than hours we work.



Like · Comment · Share 7

Profits Paradise
June 7

Look for the positive



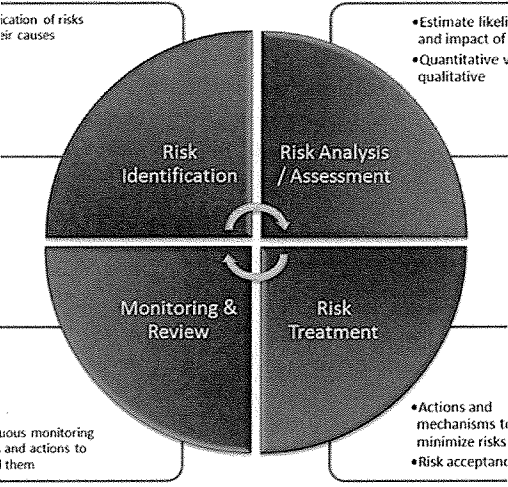
There is something beautiful in everyday.
You just have to find it.....!!

Look for the positive :)

Like · Comment · Share 4

Profits Paradise
June 8

Risk Management Process



Identification of risks and their causes

- Estimate likelihood and impact of risks
- Quantitative and qualitative

Continuous monitoring and actions to minimize them

- Actions and mechanisms to minimize risks
- Risk acceptance

Like · Comment · Share 6

Profits Paradise
June 5

Quote of The Day

Take up one idea. Make that one idea your life - think of it, dream of it, live on that idea. Let the brain, muscles, nerves, every part of your body, be full of that idea, and just leave every other idea alone. This is the way to success.

Like · Comment · Share 5

Profits Paradise
June 6

Why Currency Trading Is Not For Everyone : Trading foreign exchange on margin carries a high level of risk, and may not be suitable for everyone. Before deciding to trade foreign exchange you should carefully consider your investment objectives, level of experience, and risk appetite. Remember, you could sustain a loss of some or all of your initial investment, which means that you should not invest money that you cannot afford to lose. If you have any doubts, it is advisable to seek advice from an independent financial advisor.

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Profits Paradise
June 3

A stronger economy will favor the country's currency, while a bad economy would usually correspond with a declining currency.

Profits Paradise
June 4

Living at risk is jumping off the cliff and building your wings on the way down.

Like · Comment · Share 5

"Only those who will risk going too far can possibly find out how far one can go"

Like · Comment · Share 6 1

Profits Paradise
June 1

Quote of the day

Progress was all right. Only it went on too long.

Like · Comment · Share 3

Profits Paradise
May 31

Foreign Currency Market : The currency market is the market in which traders are able to buy and sell currencies. This market is not centralized like the stock or futures markets, and is comprised of 4,500 world banks, companies, retail for... See More

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Profits Paradise
May 30

Trading Without Money Management is Nothing

Like · Comment · Share 6 1

Profits Paradise
May 28

Today's Teaching

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Profits Paradise
May 29

Today's Teaching

A type of stop loss order that moves relative to price changes. In instance, setting a 50-pip trailing stop on EUR/USD after buying it at 1.2550 means that if price rose to 1.2600, your stop would also rise by from its initial level of 1.2500 to 1.2550 (50 pips).

Your stop will then remain at 1.2550 unless price moves another 50 pips to your advantage. This indicates that your trade will remain open for as long as price doesn't go against you by 50 pips.

Traders frequently utilize trailing stops to lock in profits while minimizing their risk.

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Profits Paradise
May 27

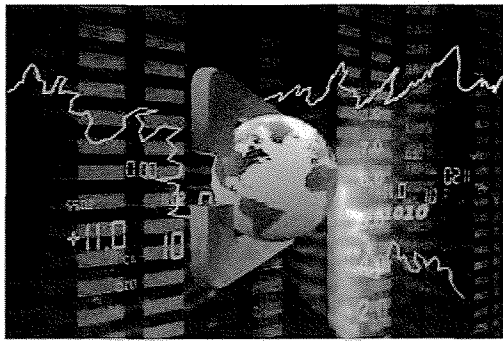
In the forex currency trading system, no currency is an island - and that's an absolute rule. So whenever you make a trade, make sure that you know enough about the two currencies that make up your transaction.

Profits Paradise
May 24

Today's Teaching

" What Is Stocks..?"

Stocks or stocks relate to partial ownership of a company's assets and profits. If you possess a stock of a certain company, you are entitled to a proportional share of its earnings. Stocks of



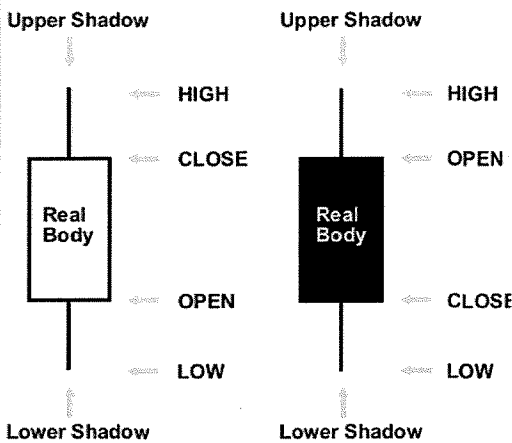
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May 23

Today's Teaching

"What Is Shadow..?"

When referring to candlesticks: The thin lines poking above and below the body display the high/low range and are called Shadows. The top of the upper shadow is the "high". The bottom of the lower shadow is the "low".



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May 21

Today's Teaching

"What Is Resistance..?"

A predicted price index at which people will sell.

Profits Paradise

companies can be traded in stock markets, such as the New York Stock Exchange.



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May 22

Today's Teaching

"What Is Quote..?"

Notifies every market individual of market prices is known as "Quote".

Understanding A Forex Quote

= U. S. Dollar
: Japan Yen

USD/JPY 89.29/89.32

currency
Always will
Value of 1

Quote Currency

Bid Price is the
price that you
sell the base
currency.

Ask Price is the
price that you
would buy the
base currency.

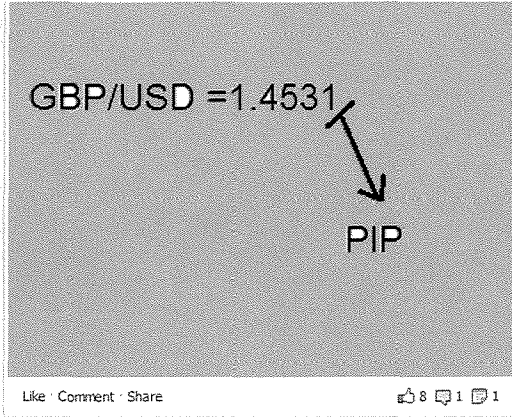
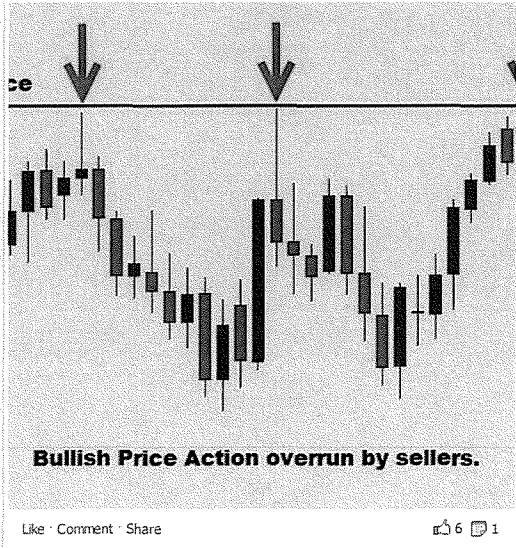
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May 20

Today's Teaching

"What Is PIP..?"

The most prevalent increment of currencies is known as the "pip." It is the smallest value change in a currency pair exchange rate. For example, if the EUR/USD moves from 1.2250 to 1.2251, that is ONE pip. A pip is the last decimal place of a quotation. A positive or negative pip value is how you measure your profit or loss.



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May 17

Today's Teaching

"What Is One Cancels Other..?"

The implementation of one order automatically cancels a previous order. Also called as OCO or "one cancels the other".

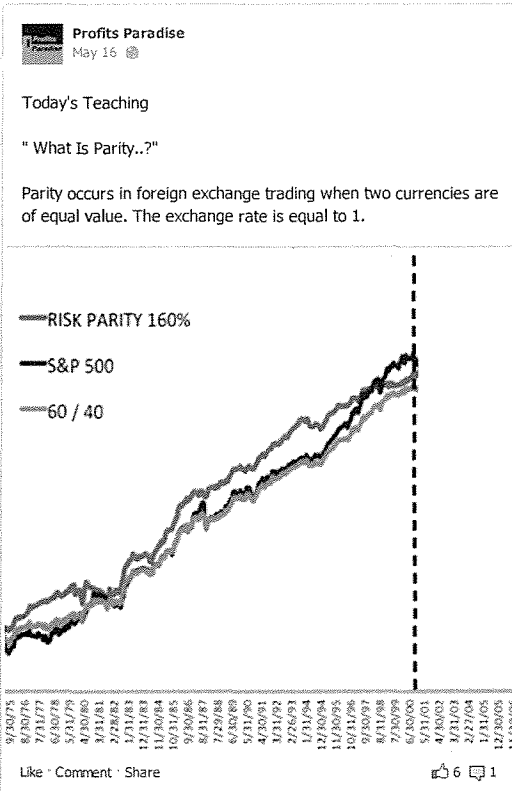
Target

Entry

Stop-Loss

When the target is triggered, the stop-loss is automatically cancelled.

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May 15

Today's Teaching

"What Is Overnight Position..?"

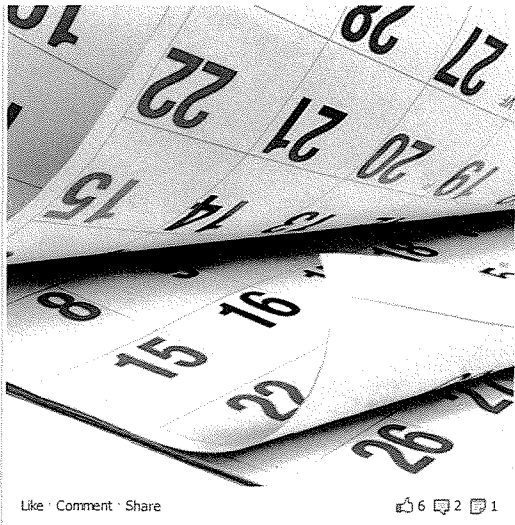
A position that remains open until the next trading day is known as an Overnight Position.

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May 14

Today's Teaching

"What Is Long Position..?"

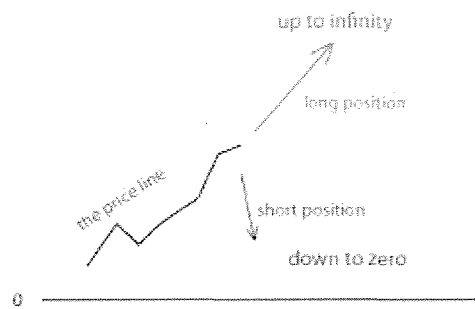
A position that becomes beneficial as market price rises. A pair in which the base currency is bought is considered to be long. This is known as Long Position.



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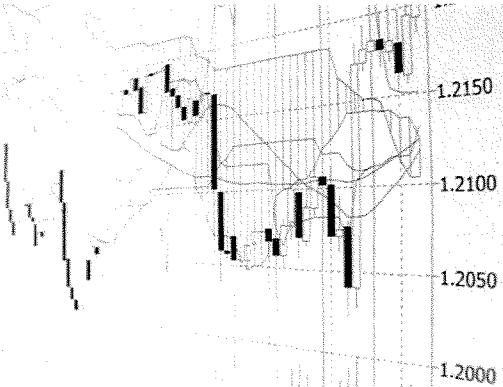
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Today's Teaching

" What Is Maturity..?"

Maturity Can Be Described As, " The Date Of Settlement For A Financial Obligation."



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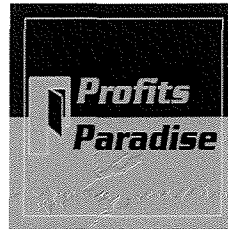
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" To setup an excellent system which offers superior investment management services with unparalleled trust, commitment and service " - Profits Paradise.



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May 8

Today's Teaching

" What Is A Hedge..?"

For traders and investors, a Hedge is a mix of different positions that helps overcome the risk that is inherent in any position. In creating a hedge, traders will take opposing positions in separate markets. While this could limit profits had a trader taken just a single position, it serves its purpose as an "insurance" against unexpected market moves.

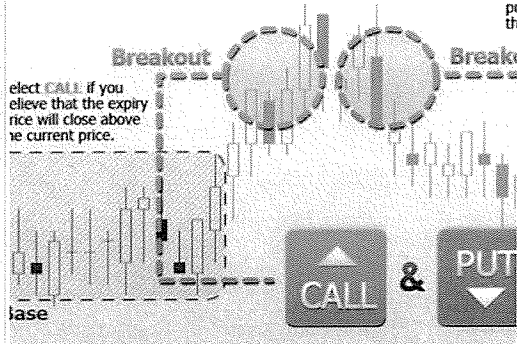
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Today's Teaching

" What Is Limit Order..?"

An order with specific restrictions. It is used to manage how much profit and how much loss a trader is prepared to handle.

Is A Breakout Failure



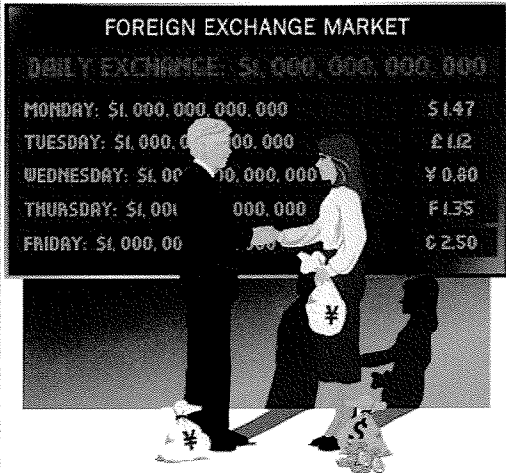
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May 3

Today's Teaching

"What Is Fixed Exchange Rate..?"

An Official Rate Set By Monetary Officials.



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May 1

Today's Thought

"What Is Exotic Currency..?"

Refers To A Currency Which Is Not Popularly Traded Or Deemed As One Of The Eight Principal Currencies.

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<p>STOP</p> <p>Order placed below price and price then goes up</p>	<p>Buy LIM</p> <p>Order placed below price and price then goes up</p>
<p>STOP</p> <p>Order placed above price and price then goes down</p>	<p>Sell LIM</p> <p>Order placed above price and price then goes down</p>

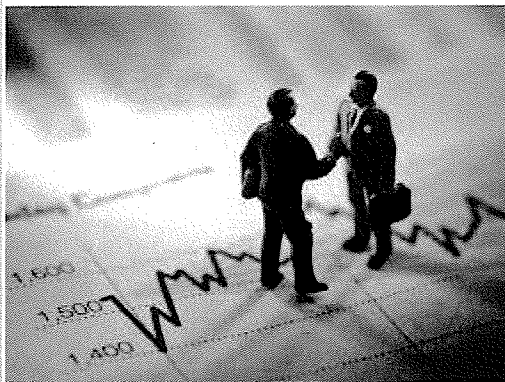
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May 6

Today's Teaching

"What Is Future Commission Merchant..?"

A Futures Commission Merchant (FCM) is similar to a securities broker, but rather deals with futures contract orders. FCM's provide service to their clients by selling or buying contracts in the futures exchange. Security is usually accepted from clients as margin for their orders.



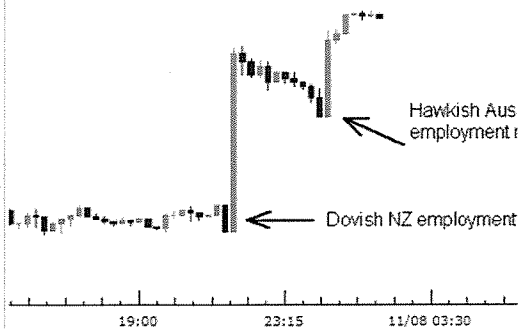
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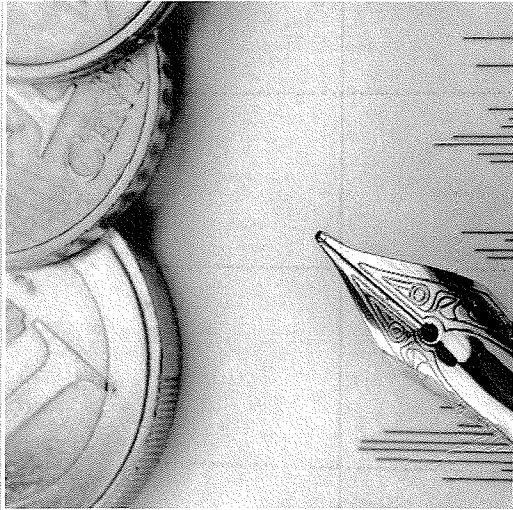
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May 2

Today's Teaching

"What Is Hawkish..?"

Relates to the tone of language when describing an aggressive stance or impression regarding a specific economic event or action. It's often used when describing the economy or interest rates of a... See More





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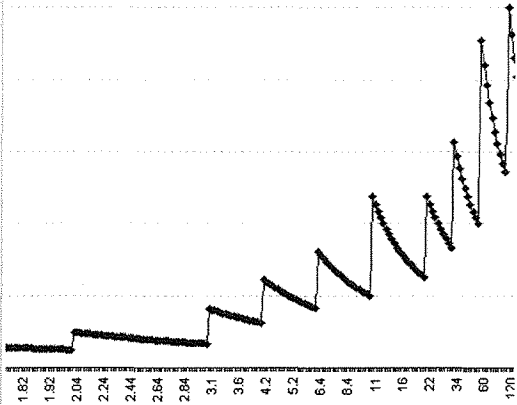
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April 29

Today's Teaching

"What Is Down Tick..?"

The Sale Of A Currency At A Price Less Than The Previous Sale.



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April 24

Today's Teaching

"What Is Bid/Ask Spread..?"

It Is The Difference In The Bid And Offer Price.

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April 30

Today's Teaching

"What Is A COMMISSION..?"

A Transaction Fee Charged From A Broker.



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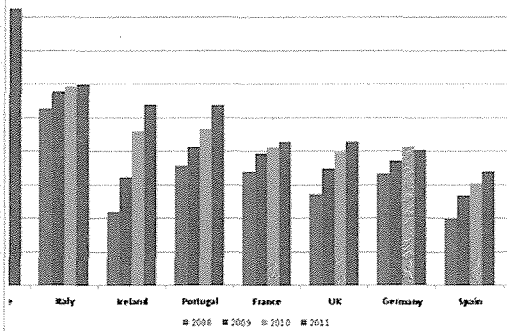
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April 25

Today's Teaching

"What Is DEBT - To - GDB Ratio..?"

The Debt-To-GDP ratio evaluates just how much a country's national debt in relation to its gross domestic product (GDP).
... See More

GDP Ratio for Selected Countries



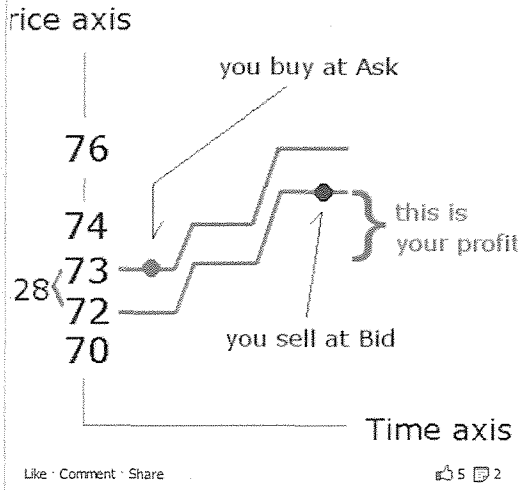
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April 23

Today's Teaching

"What Is Discretionary Account..?"

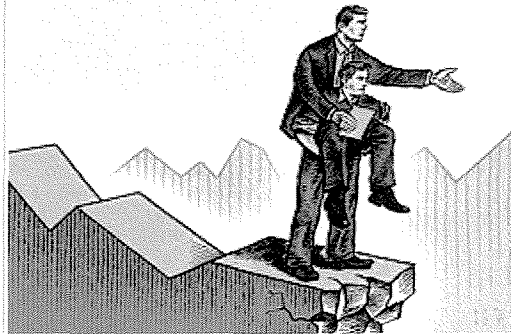


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An account in which the account owner gives power to a company or trading body to manage buy/sell transactions. The trading body also offers capability to choose which currencies to buy or sell.

This account type is also called as a Managed or Controlled Account.



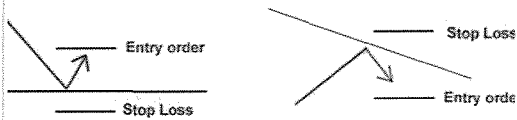
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April 22

Today's Teaching

"What Is Cover On A Bounce..?"

"Cover On A Bounce" Comes About When A Trader Covers A Short Position After It Has Reached & "Bounced" Off A Support Level.



Support Resistance
Trading the bounce

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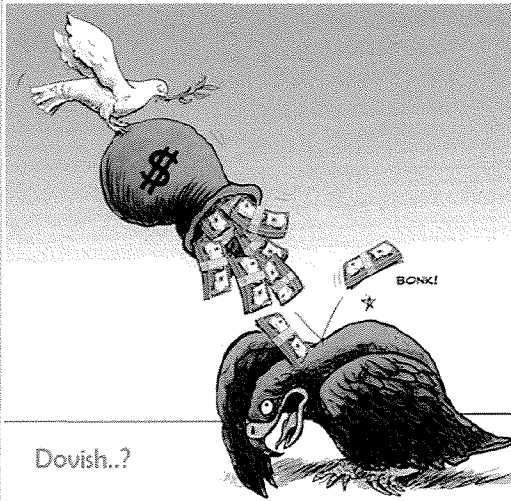
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April 19

Today's Teaching

"What Is Dovish..?"

Describes the tone of language when describing a non-aggressive stance or attitude concerning a particular economic event or action. It's often used when describing the economy or interest rates of a country.

Central bankers are described as "dovish" since they generally favor economic growth and employment over tightening interest rates. Opposite of Hawkish (hawk).



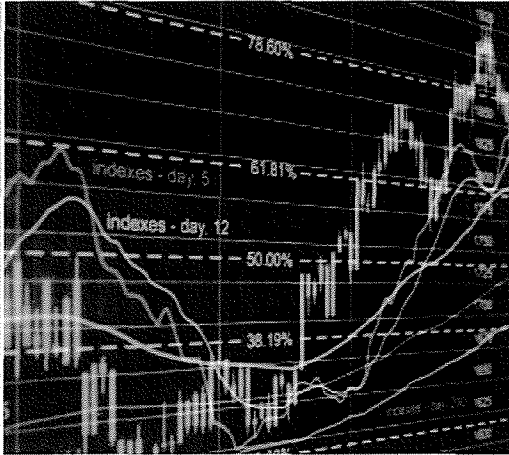
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April 18

Today's Teaching

"What Is Daily Cut-Off..?"

The Point During The Day At Which The Trading Day Is Over. This Is Known As Daily Cut-Off.



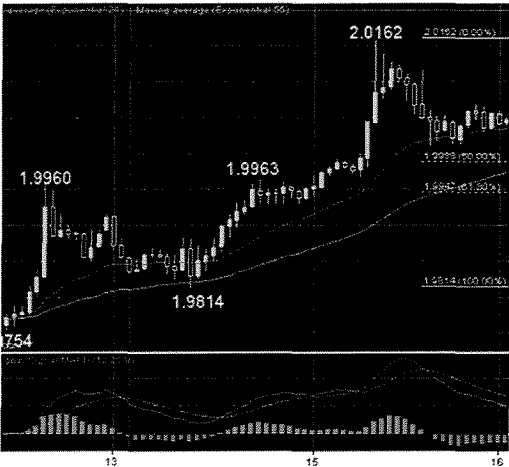
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April 17

Today's Teaching

" What Is Daily Chart..?"

A chart that indicates the earlier price movement of a security in which each bar represents a day's worth of data.



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April 15

Today's Teaching

" What Is Convergence..?"

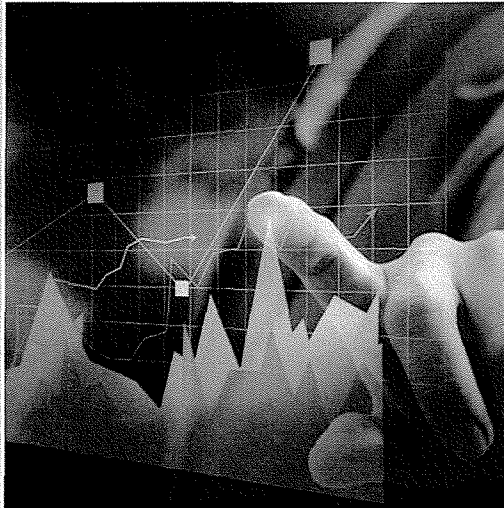
Usually, the contract price of a futures contract is higher than the existing price of the underlying asset (in general a commodity). The futures contract price is higher because of the effect of... See More

Profits Paradise
April 16

Today's Teaching

" What Is Analyst..?"

Whenever analyzing the market, analysts can usually split into two groups - fundamentals and technicals. Fundamental analysts are the ones who primarily examine the fundamental facets of an economy in forming their viewpoints. Technical analysts are persons that primarily count on chart indicators and models in order to forecast where price will move in future.



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Today's Teaching

" What Is Consolidation..?"

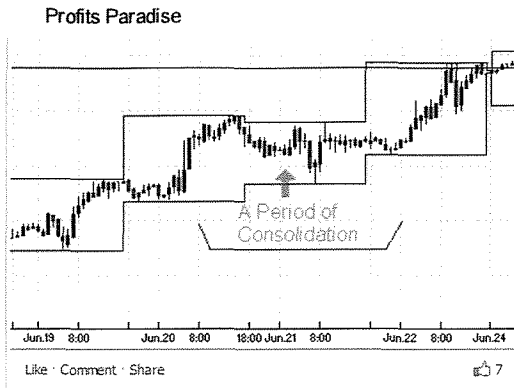
Consolidation indicates the shortage of a trend in a certain trading range. It usually happens soon after downtrends or uptrends, and sometimes appears as a bit of indecisiveness. Consolidation comes to an end when price breaks crosses existing lines of support and resistance.

CONVERGENCE

URGENCY

TIME TO BUY

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Profits Paradise April 10

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1000

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Today's Teaching

" What Is COMDOLL...?"

Comdoll is an informal title for COMMODITY DOLLAR. Foreign currencies such as the Australian, Canadian, and New Zealand dollars are generally categorized as comdoll due to the fact their respect... See More

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Today's Teaching

" What Is Binary Options & It's Type...?"

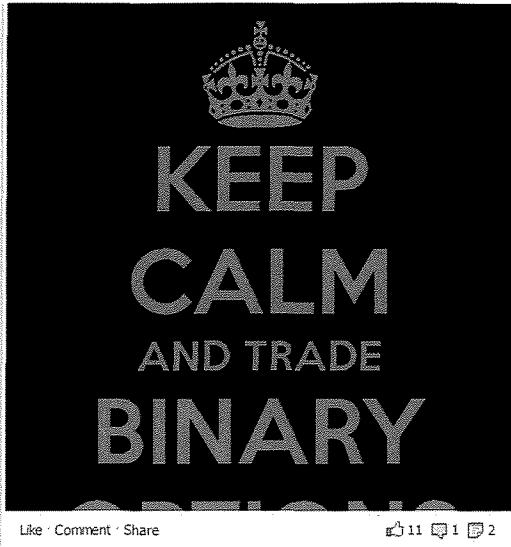
In finance options, binary option (often called fixed return option, all or nothing option or even digital option)is a kind of option in which the return is probably some f... See More

Profits Paradise April 8

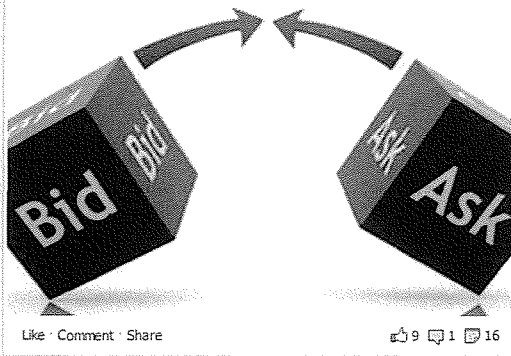
Today's Teaching

" What Is BID/ASK spread...?"

It Is The Difference In The Bid And Offer Price.



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April 7

Today's Teaching

" What Is CFD...?"

In finance, the term CFD is short for Contract For Difference. This is a contract within two parties, usually described as "buyer" and "seller" to exchange the difference in value of a economic instr... See More



Profits Paradise
April 5

An Introduction On Profits Paradise.
Someone Had Rightly Remarked That,
A PICTURE IS WORTH A THOUSAND WORDS....!!!
Well...Check This Out.



Profits Paradise
April 5

Today's Teaching

" What Is Bullish...?"

The word **BULLISH** is applied to refer a person's, or group's, whose approach to an asset is optimistic (for example, that the asset will increase in value). For instance, Jane is "bullish" on the British Pound; this means she feels its value will get higher in price.

Profits Paradise changed their cover photo.
April 5

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- Plan 1 - \$10-\$750, 1.5% daily
- Plan 2 - \$750-\$3500, 1.75% daily
- Plan 3 - \$3500 & above, 2% daily

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STP, LR, PM, EgoPay

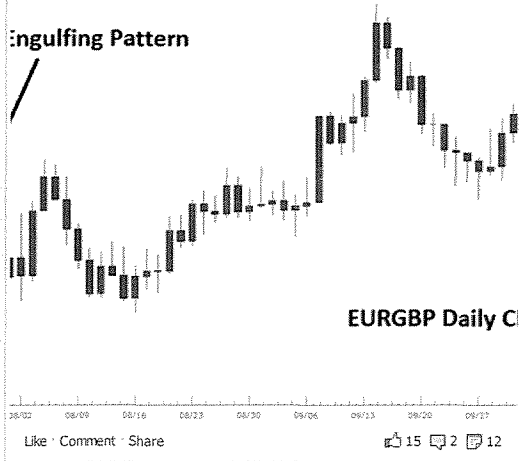
5% Referral Commission

All plans for 120 days

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Engulfing Pattern



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Today's Teaching

"What Is Bearish..?"

The terminology "bearish" is utilized to indicate that a person's, or firm's, vantage point on an asset is Pessimistic (i.e., that the asset will fall down in value). For instance, John is "bearish" on the yen, which means that he believes its value lowers in price.



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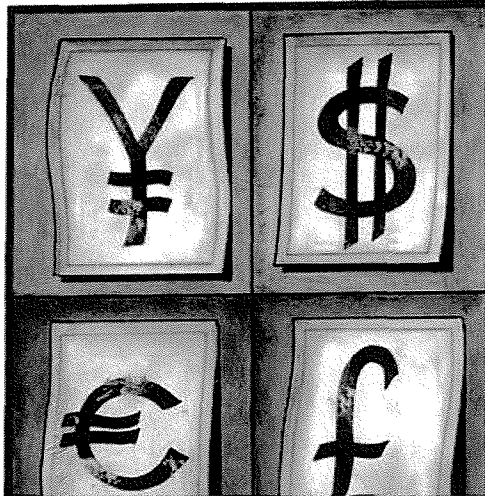
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Profits Paradise April 4

Today's Teaching

"What Is Base Currency...?"

It compares the values relating to the first currency and the second currency in a currency pair.



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Today's Teaching

"What Is Ask Price..?"

The cost at which the market trades a currency, the trader can purchase the base currency at this price.

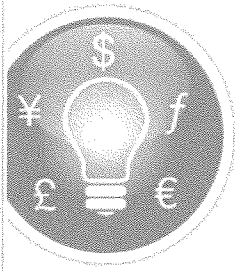


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Profits Paradise March 13


Thinking For Forex...? Well...Grab It @ "Profit Paradise"



ThinkForex Grab It @

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March 8

As Someone Had Rightly Remarked that " Where There Is A Will There Is A Way."
So...Get Ready To Grab The Formula For Success.


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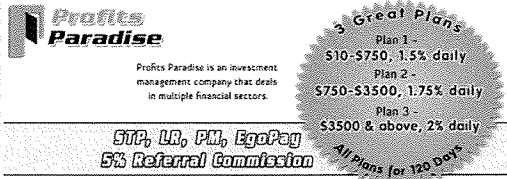
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March 8



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Profits Paradise is an investment management company that deals in multiple financial sectors.

3 Great Plans

- Plan 1 - \$10-\$750, 1.5% daily
- Plan 2 - \$750-\$3500, 1.75% daily
- Plan 3 - \$3500 & above, 2% daily

**50P, LR, PM, EgoPay
5% Referral Commission**

All Plans for 120 Days

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March 8



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 Ask again why the reason you are in this market. Then work it out from there.
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 The key is to stay afloat and move on. The key in forex is to make pips. Thats all you need to know..2
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 There are infinite ways to trade the forex, just like how there are infinite ways to swim in the water..1
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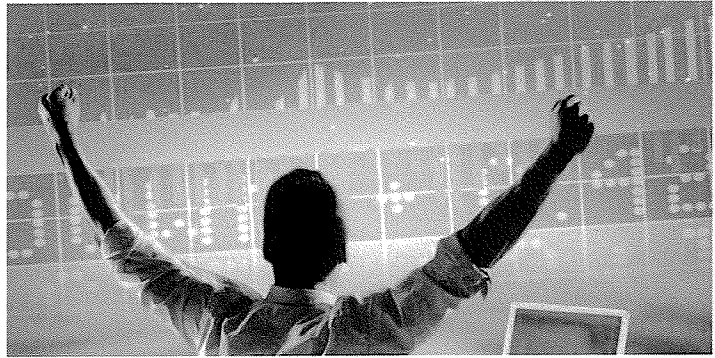
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" What Is Spread Betting..?"

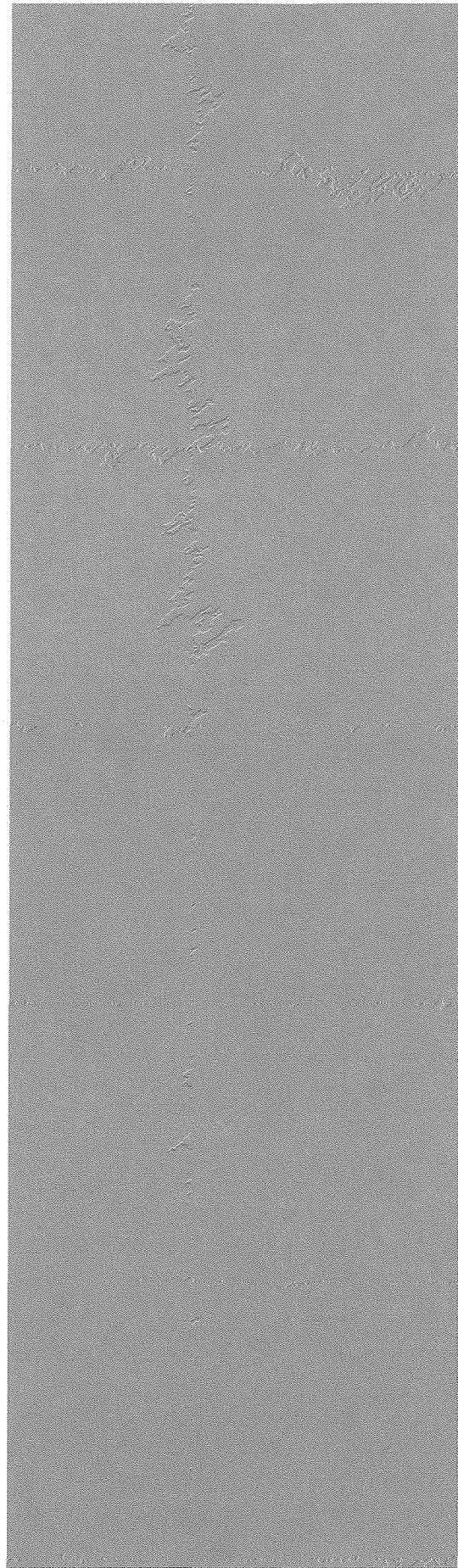
Spread betting is a form of speculation on the end result... fb.me/Z1NYVrQK










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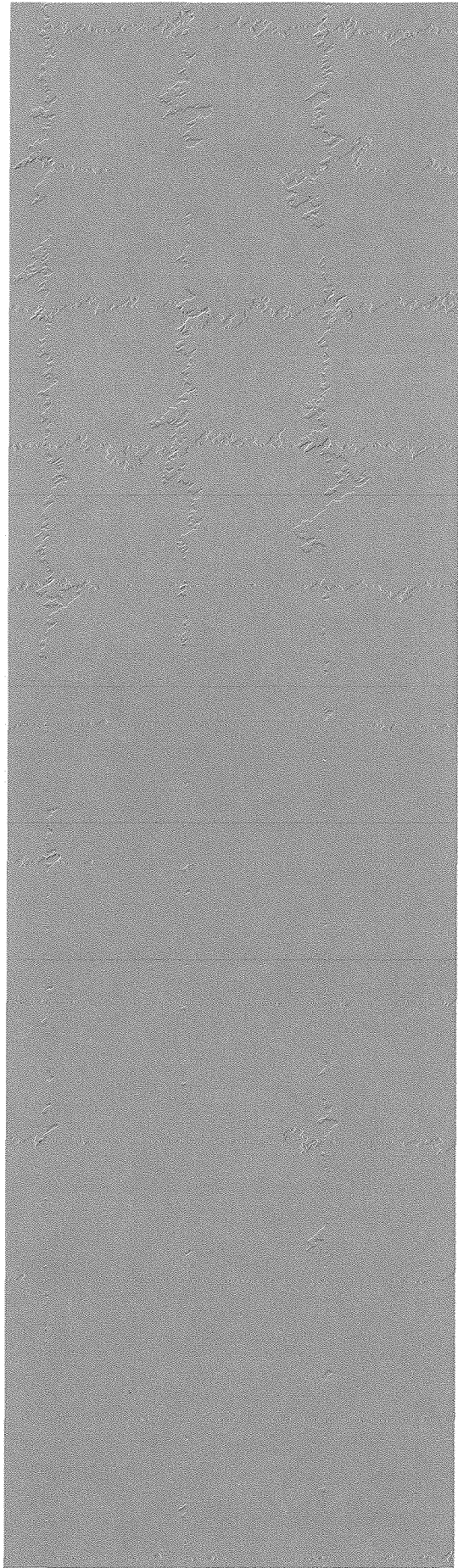
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To become world's most prominent investment management company, helping customers accomplish their investment... fb.me/lq8BFMIx

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The 1st Thing Is...
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The 2nd Thing Is..... fb.me/1DNDfTZX6

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Live with no regrets fb.me/2eRtrS4Wc

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5 PREDICTIONS FOR FOREX INDUSTRY

1. Forex trading will become more mainstream.
2. BRIC currencies to become more... fb.me/192pw60yx

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5 PREDICTIONS FOR FOREX INDUSTRY

1. Forex trading will become more mainstream.
2. BRIC currencies... fb.me/2wo3Xlkjr

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Successful people are always looking for opportunities to help others. Unsuccessful people are always asking,... fb.me/1WW3Yclek

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It's not enough 2 have a big vision, u need 2 take each step 2 get u there.. fb.me/2r3mrshnf

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GREAT NEWS! Due to the high profits generated by our financial experts, the management has decided to allow 50%... fb.me/WhA73I7W

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When we pool the knowledge of people from across the world we can create new ways of thinking and working Profits... fb.me/2uClwXm1U

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The higher your positive energy vibration, the greater the draw!

What do you do to increase the vibe. fb.me/FGT5PIj4

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Convergence : Usually, the contract price of a futures contract is higher than the existing price of the... fb.me/1cztcShT9

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A legitimate way to get more coin for your services, is by continuing to educate yourself. The more you know, the... fb.me/2Lt8wrAk8

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Initially it's all about ANY revenue, then it evolves into QUALITY of revenue. fb.me/6ivQBdZQi

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18 Jun

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The word "bullish" is applied to refer a person's, or group's, whose approach to an asset is optimistic (for... fb.me/2orMBO1TT)

17 Jun

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The terminology "bearish" is utilized to indicate that a person's, or firm's, vantage point on an asset is... fb.me/1M2HO74hR

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Hedge : Hedging is a crucial part of international trade. For and investors, a hedge is a mix of different... fb.me/1L33DvODM

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Wake Up fb.me/1P1rsUZ6K

14 Jun

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Quote of the day

Thought is cause, experience is effect. If you don't like the effects in your life, you have to... fb.me/2kjAUDwxL

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Tip of The Day

Calculating risk-reward ratio and maintaining a cool but firm balance in the chosen line of... fb.me/v7Di2QuE

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Quote of the day fb.me/1RwqdgEbs

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Knowledge + Action = \$\$\$\$\$ fb.me/Jkofse3b

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Risk Management Process fb.me/XsjZSps3

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Look for the positive fb.me/H6VQXMeR

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Why Currency Trading Is Not For Everyone : Trading foreign exchange on margin carries a high level of risk, and... fb.me/1HJXnH5S4

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Quote of The Day

Take up one idea. Make that one idea your life - think of it, dream of it, live on that idea.... fb.me/2r0ILHoWz

5 Jun

Profits Paradise @Profitparadise 22 May
 profitsparadise.com Gateway To Financial Freedom Is Just A Click Away. pic.twitter.com/V7t8NISFG1

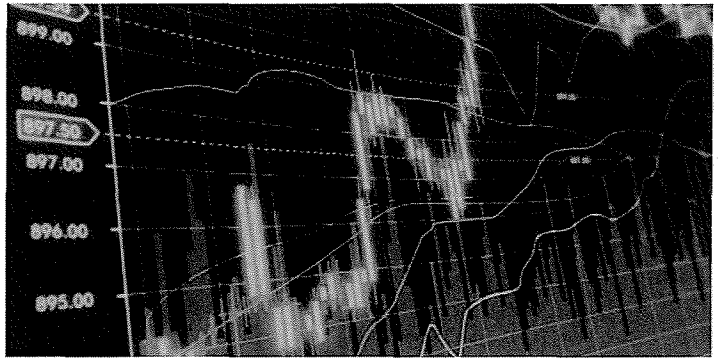


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Profits Paradise @Profitparadise 20 May
 Did U know that the variety of factors that affect exchange rates is greatly found in Forex Business. pic.twitter.com/GHfqHZG7gU

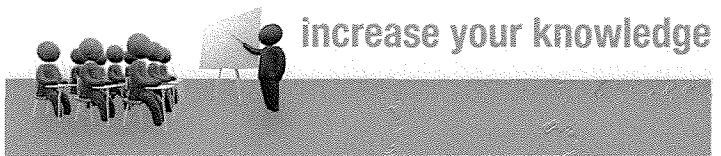


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 @Profitparadise u can learn how to identify trading opportunities, how to time the market & when to take profits or close a trade.

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 Increase Ur Knowledge In Forex.. Stay Connected With Our Page. ALWAYS... facebook.com/ProfitParadise pic.twitter.com/fKCxbNgOfE



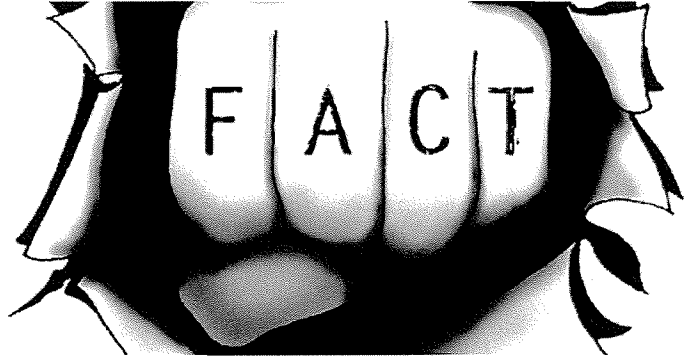
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 We Deal In Forex & Asset Management Providing The Best Support System. Have U Joined Yet..?
pic.twitter.com/XarCx39NWE
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 Forex is the most liquid market in the world, thus making it easy to trade most currencies. pic.twitter.com/zET5TnIBzz



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 Difference In The Bid And Offer Price Is Also Known As BID/ASK SPREAD. pic.twitter.com/A4GVkdsHrU
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 We Encourage You To Use Your Referral Link & Promotional Banners On Social Media, Blogs, Forums & Email To Share It With Interested Parties.
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 The Point During The Day At Which The Trading Day Is Over Is Known As DAILY CUT OFF. pic.twitter.com/2ekZk9tfnW



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Profits Paradise @Profitparadise 2 May
 Our Vision Is To Become World's Most Prominent Investment Management Company, Helping Customers Accomplish Their

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Investment Objectives.

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1 May

Get Forex Management, Referral Marketing, Online Investment & Much More @ ProfitsParadise.com pic.twitter.com/CxYefsLdOV

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30 Apr

Select Our Any Plan & Get Returns Till 120 Days...& That Also HASSLE-FREE. pic.twitter.com/HIJUJlGwO



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25 Apr

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23 Apr



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3 Great Plans

- Plan 1 - \$10-\$750, 1.5% daily
- Plan 2 - \$750-\$3500, 1.75% daily
- Plan 3 - \$3500 & above, 2% daily

All Plans for 120 Days

**STP, LR, PM, EgoPay
5% Referral Commission**

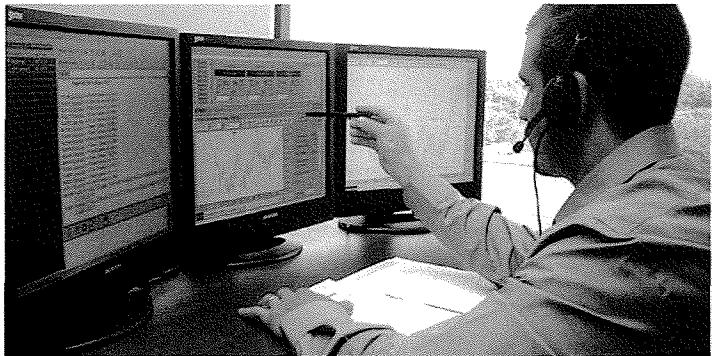
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22 Apr



Forex Spot, Futures, Options, & Exchange-traded funds Are The Most Popular Among Forex Traders. pic.twitter.com/mRHUdzlval



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19 Apr



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- Plan 3 - \$3500 & above, 2% daily

All Plans for 120 Days

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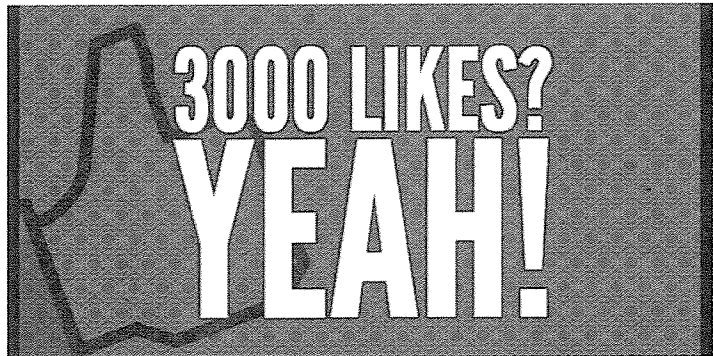
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Magical Town Where All Traders Can Gather Together 2 Discuss Anything & Everything About Forex Only @ ProfitsParadise
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Did You Know That Commission Is Also Known As "A Transaction Fee Charged From A Broker."
pic.twitter.com/LMxjelW1zE



**Free and
easy to join!**
High Commission

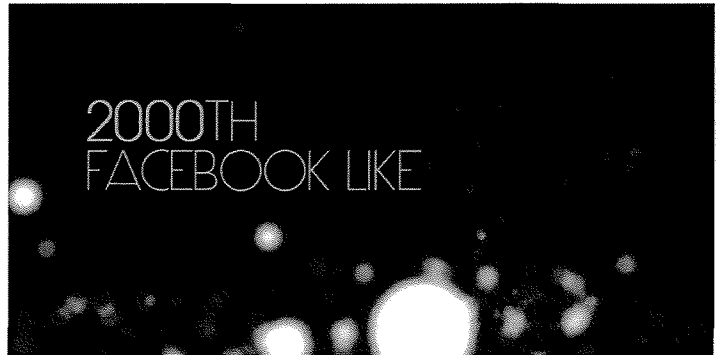
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12 Apr

Here We R Once Again Breaking Another Milestone Of 2000 Facebook Likes. Profits Paradise Thanks To All It's FB Fans.
pic.twitter.com/LyiOKoz0Wk



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10 Apr

We Are Pleased To Report That We Have Crossed Our 1st Milestone By Attaining 1000 Likes Of Facebook Page.
pic.twitter.com/QUzC8IXV7K



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9 Apr

How Does The Forex Market Differ From Other Markets?
Well All The Answers Can Be Find @ ProfitsParadise.com
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 "Trade More & Get More", Yes It Is True Only @ Profits Paradise. pic.twitter.com/DmubwX4UGU
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 DID U KNOW THAT FOREX MARKET IS THE FASTEST GROWING MARKET IN THE WORLD.LEAVING BEHIND STOCKS,SHARES,COMMODITY, ETC. pic.twitter.com/N9TUTZhPnc
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 Open Your Doors To Paradise... Unleash The Power Of Financial Freedom @ Profits Paradise. pic.twitter.com/DsiUk0Fmg8



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Profits Paradise @Profitparadise 2 Apr
 Your Search To Financial Freedom Ends Here ...How...? Well Find It Out @ Profits Paradise. pic.twitter.com/dYGM6Js53i



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3 Great Plans

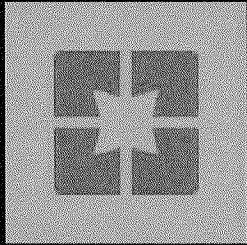
- Plan 1 - \$10-\$750, 1.5% daily
- Plan 2 - \$750-\$3500, 1.75% daily
- Plan 3 - \$3500 & above, 2% daily

All Plans for 120 Days

**STP, LR, PM, EgoPay
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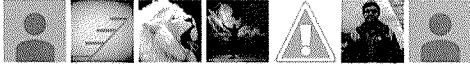
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People

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9 people



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Website

<http://www.profitsparadise.com>

Add your own contact details about Profits Paradise. Visible only to you.

Story

Tagline

Your Search To Financial Freedom Ends Here ...

Contact Information

Contact info

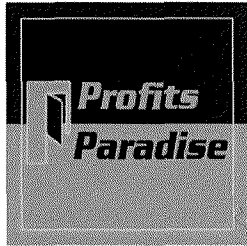
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Get your mindset right, mature, fully ready and 100% matured desire instead of a childish desire. Then trade in the way that you are growing your money instead of losing it. Every Shot counts!!! Happy Trading and keep growing in life - ProfitsParadise



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Paradise Profit foremost pursues a next-to-the-client philosophy in all activities so to always guarantee the maximum benefit for clients and partners. We offer investment solutions in the areas of Forex Trading Business, Forex Asset Management, Forex Technology as well as Forex Consulting and are actively building a global network. The offer spans a wide spectrum of services, such as Trading, Advisory and Asset Management. Our credo is sustainable and goal-oriented growth for our clients and our company.



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#Forex

Have A Look @ The Forex Market Hours

Forex Market Hours

Although the Forex markets are effectively open 24 Hours a day
5 Days a week - Each region has it's own "official" hours

* All times shown are UK Local time

**During these "official" hours trading is most active
In that regions associated currency**

0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	2	2	2						
0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3

British Pound - GBP		Euro - EUR	
Aussie Dollar - AUD			
US Dollar - USD			
Japanese Yen - JPY			

13:00 - 17:00 is considered "Prime time" (the most active period)
 Not just for the British Pound (GBP) and the US Dollar (USD)
 But also for the 2nd most traded currency in the world - Euro (EUR)
 Also pay attention during the 1st hour of trading in each region -
 Considered the most active for that regions associated currency

+1

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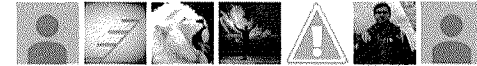
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9 people



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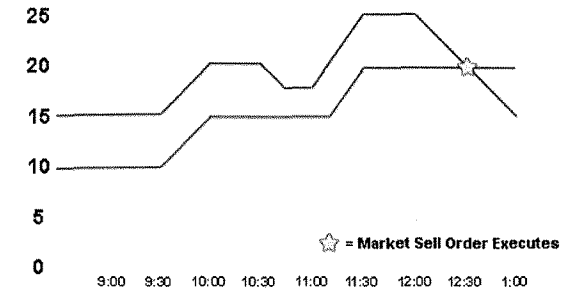
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A quick guide towards the " Trailing Stop "

A type of stop loss order that moves relative to price changes. In instance, setting a 50-pip trailing stop on EUR/USD after buying it at
Read more

Trailing Stop - Example Chart

Current Price	15	20	18	20	25	25	20
Trailing Price	10	15	15	15	20	20	20



+1

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#Trade

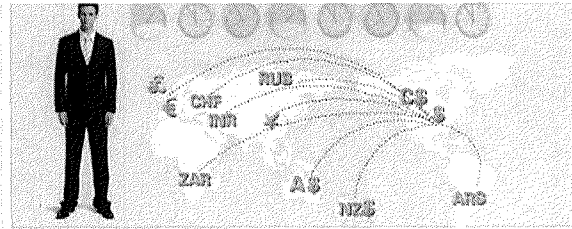
The offer spans a wide spectrum of services, such as Trading, Advisory and Asset Management. Our credo is sustainable and goal-oriented growth for our clients and our company.



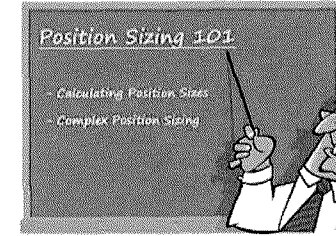
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Like any other investment option we are not totally immune to market losses, but our expertise in investment portfolio management over several years allows us to manage risk effectively. Our traders tap financial market trends and signals with stringent analysis and portfolio diversification spread over Forex, stocks, and commodity trading to ensure handsome profits for our customers.



+1 Add a comment...



+1 Add a comment...



+1 Add a comment...

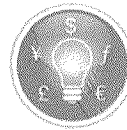


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#Forex

Money management in FOREX is perhaps the least realized and most important weapon in a trader's arsenal. A large percentage of Forex traders fail because they don't have the concept of money management firmly in their grasp.



ThinkForex
Grab It @ Profits Paradise

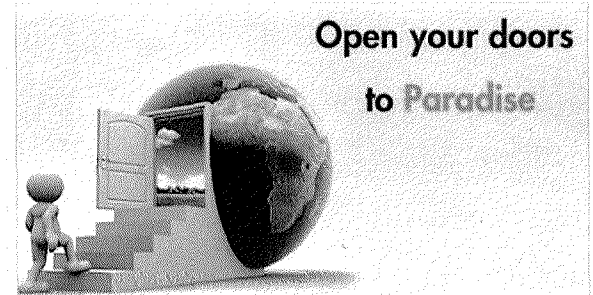
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Profits Paradise offers the following three investment plans. Each plan has a term of 120 business days. Profits are returned daily to your ProfitsParadise account.



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It is a known fact that massive profits require massive investment capital which is out of the reach of the average small investor. Not anymore. We at Profits Paradise allow investors to join in with small amounts which are pooled together to make huge profits in forex, stocks and commodity trading. Whether you are an individual or a group, with small, medium or large investment budgets, we have something just for you.



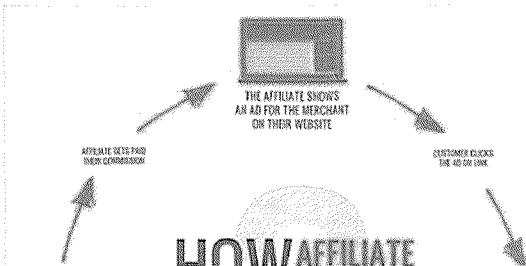
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profits paradise is a best affiliate marketing company.

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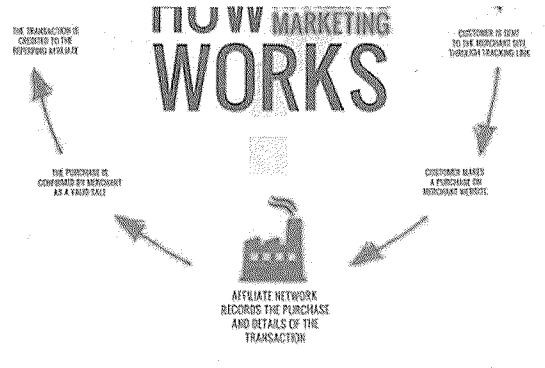


Plans that suit every Wallet.

	Plan-1	Deposit: \$10-\$750 Returns: 1.5% daily Total ROI: 180%
	Plan-2	Deposit: \$760-\$3500



Profits Paradise



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~~~Market Hours~~~

Before looking at the best times to trade, we must look at what a 24-hour day in the Forex world looks like.  
Read more (24 lines)

| Time Zone    | UTC       | GMT       |
|--------------|-----------|-----------|
| London (GMT) | 0:00 UTC  | 0:00 GMT  |
| London (GMT) | 1:00 UTC  | 1:00 GMT  |
| London (GMT) | 2:00 UTC  | 2:00 GMT  |
| London (GMT) | 3:00 UTC  | 3:00 GMT  |
| London (GMT) | 4:00 UTC  | 4:00 GMT  |
| London (GMT) | 5:00 UTC  | 5:00 GMT  |
| London (GMT) | 6:00 UTC  | 6:00 GMT  |
| London (GMT) | 7:00 UTC  | 7:00 GMT  |
| London (GMT) | 8:00 UTC  | 8:00 GMT  |
| London (GMT) | 9:00 UTC  | 9:00 GMT  |
| London (GMT) | 10:00 UTC | 10:00 GMT |
| London (GMT) | 11:00 UTC | 11:00 GMT |
| London (GMT) | 12:00 UTC | 12:00 GMT |
| London (GMT) | 13:00 UTC | 13:00 GMT |
| London (GMT) | 14:00 UTC | 14:00 GMT |
| London (GMT) | 15:00 UTC | 15:00 GMT |
| London (GMT) | 16:00 UTC | 16:00 GMT |
| London (GMT) | 17:00 UTC | 17:00 GMT |
| London (GMT) | 18:00 UTC | 18:00 GMT |
| London (GMT) | 19:00 UTC | 19:00 GMT |
| London (GMT) | 20:00 UTC | 20:00 GMT |
| London (GMT) | 21:00 UTC | 21:00 GMT |
| London (GMT) | 22:00 UTC | 22:00 GMT |
| London (GMT) | 23:00 UTC | 23:00 GMT |
| London (GMT) | 0:00 UTC  | 0:00 GMT  |

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IMPORTANCE OF NEWS IN FOREX

It's not enough to only know technical analysis when you trade. It's just as important to know what makes the market move.  
Read more (37 lines)

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Plan 3

Returns: 1.75% daily  
Total ROI: 210%

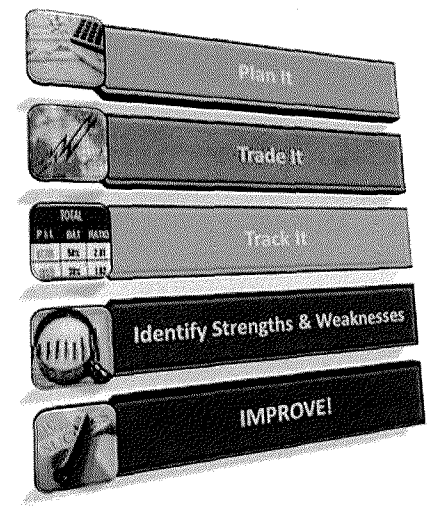
Deposit: \$3500 and above  
Returns: 2% daily  
Total ROI: 240%

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Why Keep A Trade Journal..?

Keeping a journal is actually a crucial task in any performance or goal-oriented endeavor. The key is to have some way to measure.  
Read more (29 lines)



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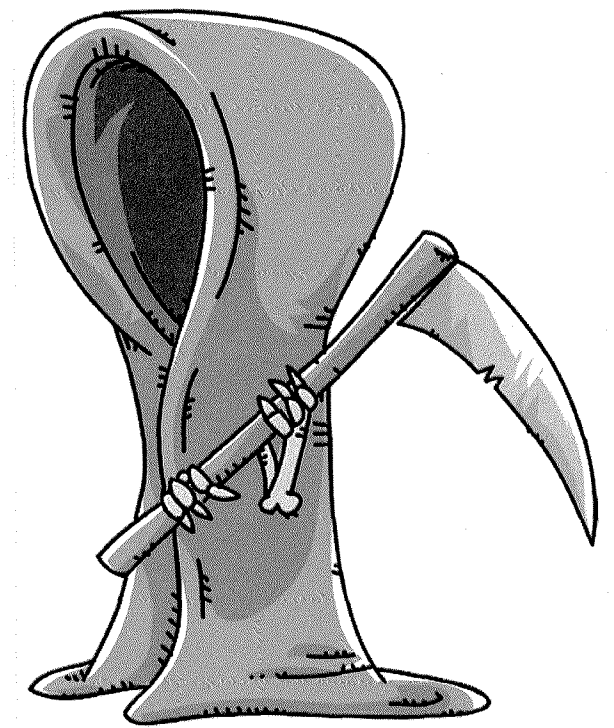
**Profits Paradise**  
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"...STOP LOSS..." - MUST FOR EVERY TRADER.

Let's face it. The market will always do what it wants to do, and move the way it wants to move. Every day is a new challenge, and  
Read more (27 lines)

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"LEVERAGE" - THE KILLER !!!  
Most professional traders and money managers trade one standard lot for every \$50,000 in their account.  
Read more (23 lines)



Hello. My name is Leverage. Now die!

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The Importance Of Correct Position Sizes

Position sizing is setting the correct amount of units to buy or sell of currency pair.  
Read more (26 lines)





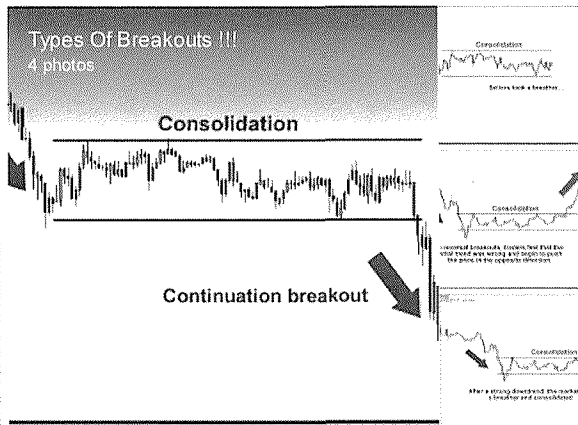


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### TYPES OF BREAKOUTS ?

When trading breakouts it is important to realize that there are two main types:  
Read more (31 lines)

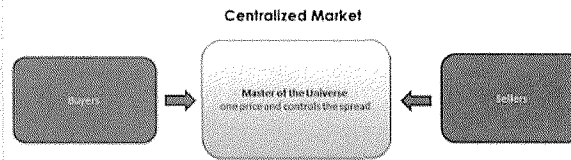


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### Have A Look At " FOREX MARKET STRUCTURE "

The stock market tends to be very monopolistic. There is only one entity, one specialist that controls prices. All trades must go through  
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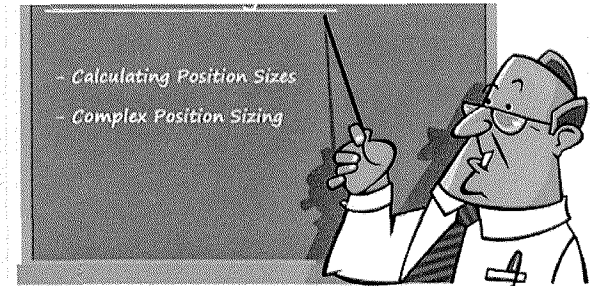


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### ~~~RISK MANAGEMENT~~~

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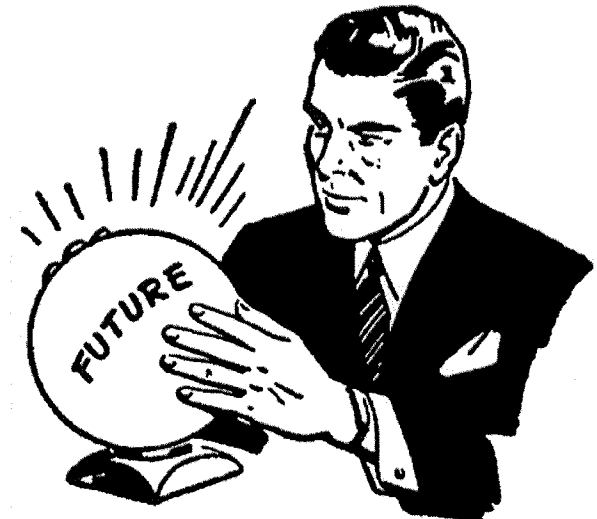
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### 5 PREDICTIONS FOR FOREX INDUSTRY

- 1. Forex trading will become more mainstream.

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~~~ CARRY TRADE ~~~

A carry trade involves borrowing or selling a financial instrument with a low interest rate, then using it to purchase a financial instrument
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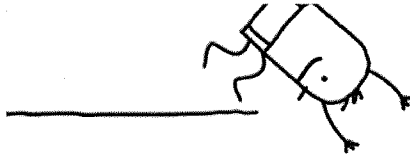
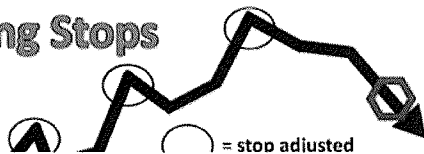


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What is TRAILING STOP ???

A type of stop loss order that moves relative to price changes. In instance, setting a 50-pip trailing stop on EUR/USD after buying it at
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Trailing Stops



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CALCULATING CROSS RATES.

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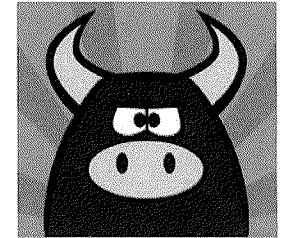
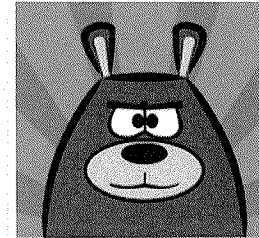
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As a trader, it is your job to gauge what the market is feeling. Are the indicators pointing towards bullish conditions? Are traders
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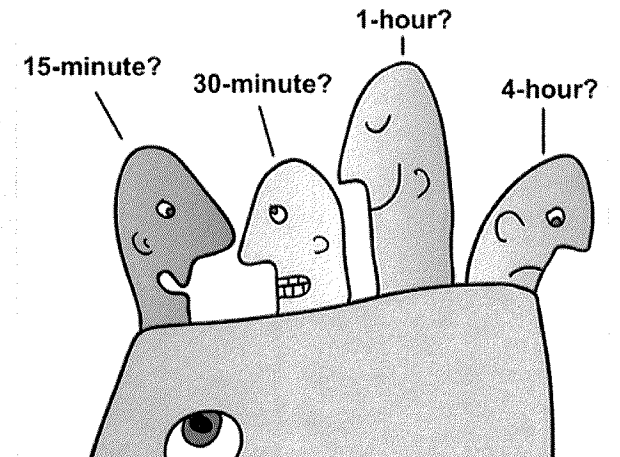
 **Naveed Noorani** 8 May 2013
abcs

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~~~Multiple Time Frame Analysis~~~

Multiple time frame analysis is simply the process of looking at the same pair and the same price, but on different time frames.  
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Why Invest In FOREX..?

So why would anyone want to get involved with Forex investments? A better question is "Why wouldn't you want to get involved in this" [Read more \(21 lines\)](#)



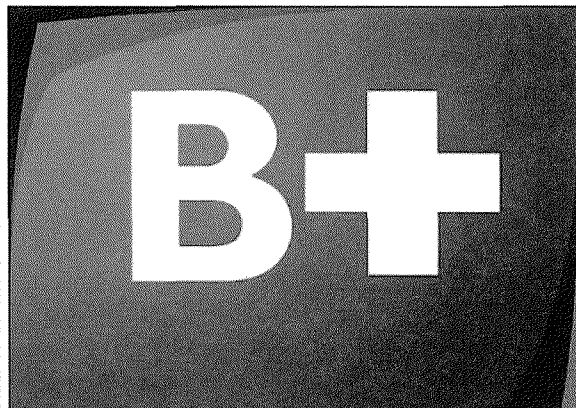
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3 WAYS TO BE POSITIVE

The 1st Thing Is...  
REMOVE ALL NEGATIVE INFLUENCE.  
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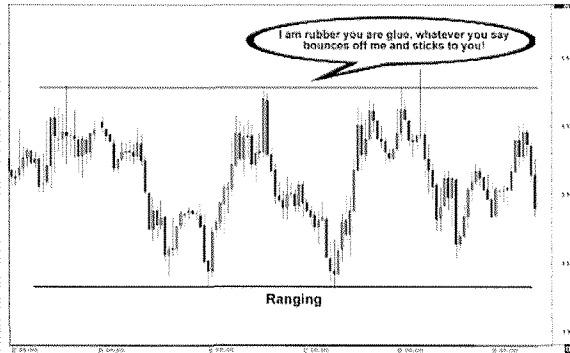
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WHAT IS A RANGING MARKET..?

A ranging market is one in which price bounces in between a specific high price and low price. The high price acts as a major [Read more](#)



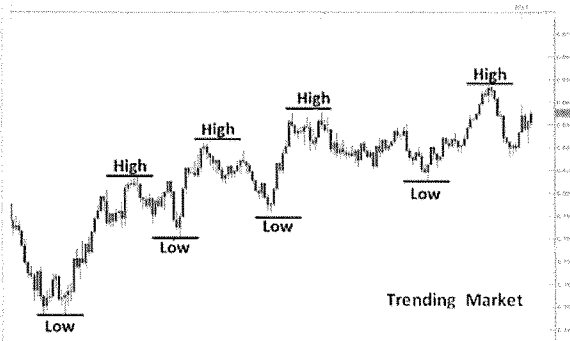
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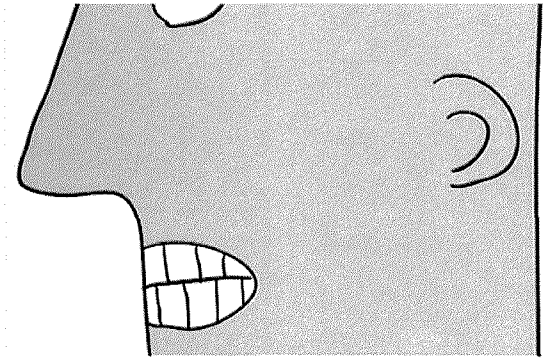
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What Is A "Trending Market"....?

A trending market is one in which price is generally moving in one direction. [Read more](#)



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Fundamental Analysis

What is Fundamental Analysis?

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Technicals are more important!  
No! Fundamentals are!



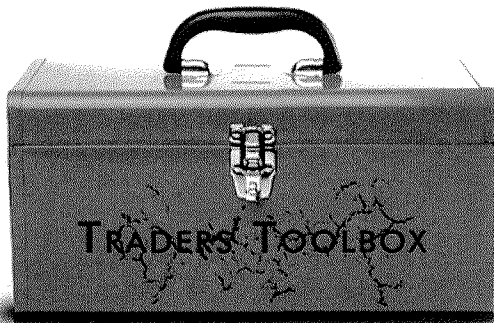
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"What Is A Trader's Toolbox..?"

Let's compare trading to building a house. You wouldn't use a hammer on a screw, right? Nor would you use a buzz saw to drive in



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""Market Analysis""

There are 3 ways on how you would analyze and develop ideas to trade the market. There are three basic types of market analysis:

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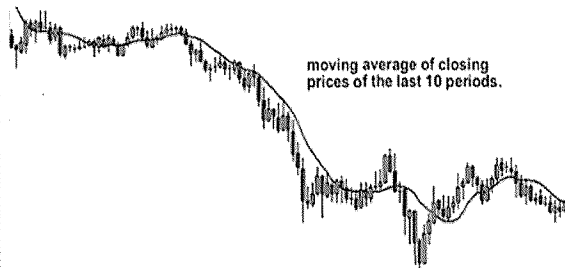
MARKET ANALYSIS

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~~~Silky...Smooth...Moving...Averages~!!!

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What Are The Varieties In Binary Options...?

Different Varieties In binary Options Are -

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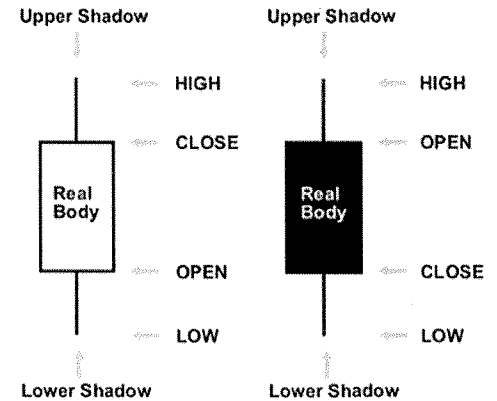
Binary Options

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~~~What Is A Japanese Candlestick...?

Back in the day when Godzilla was still a cute little lizard, the Japanese created their own old school version of technical analysis

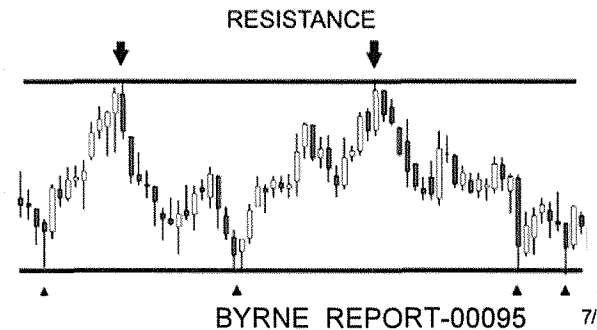


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~~~~~Support & Resistance~~~~~

Support and Resistance is one of the most widely used concepts in trading. Strangely enough, everyone seems to have their own idea on





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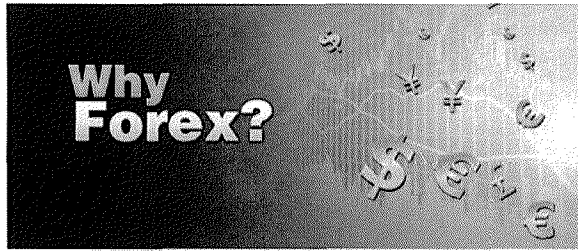


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WHY TRADE FOREX ?

Well...There are many reasons to trade in Forex. Some of those are...

[Read more \(11 lines\)](#)



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Let Us Understand The Term - "BINARY OPTIONS"

In finance options, binary option (often called fixed return option, all or nothing option or even digital option) is a kind of option in which the

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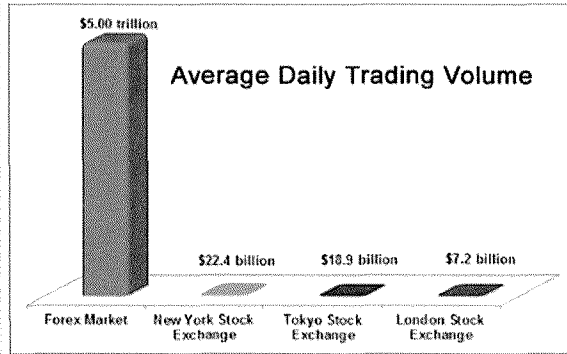
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Check Out The Graph Of The Average Daily Trading Volume For The Forex Market

[Read more](#)



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"..Interesting Forex Facts.."

Fact No.1 ".MARKET VOLUME.."

The Forex market is without a doubt the biggest financial market in

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SUPPORT

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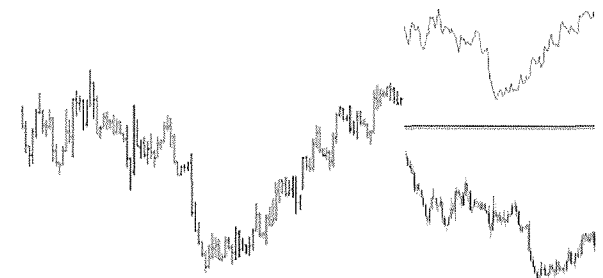
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"...Types Of Charts..."

Let's take a look at the three most popular types of charts:-

1 - Line chart

[Read more \(30 lines\)](#)



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2 comments



Peter More 15 Apr 2013
Hi. I am admin of hyip365.net if you don't pay 180\$(one time fee) LR to U5642633 (hyip365.net) , we will DDOS attack your website, and take it down.
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Everyone Is Talking About Financial Freedom. But The Imperative Question Is, ""How To Reach There...? Well Let's Trv To Understand It Through Some Quotes



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Rocke Wilson 8 Apr 2013
good

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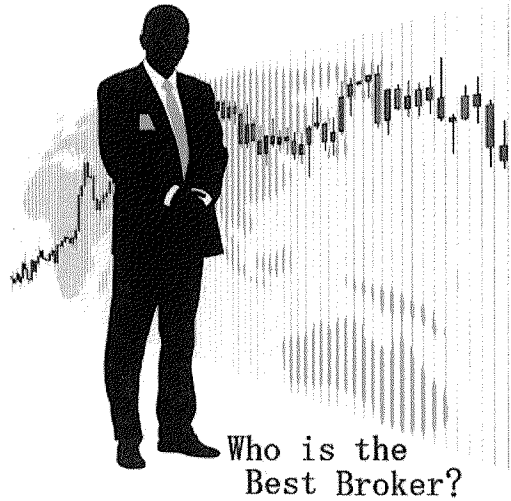


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Let's Start With BROKER. . .

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BROKER ?
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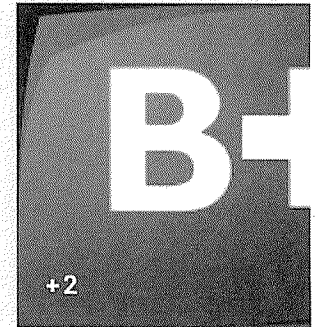
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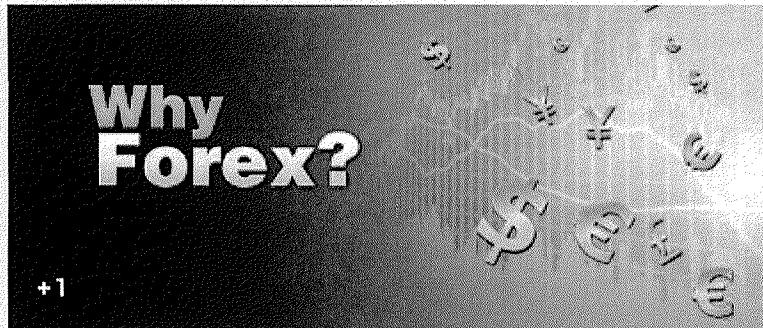
25 Apr



23 Apr



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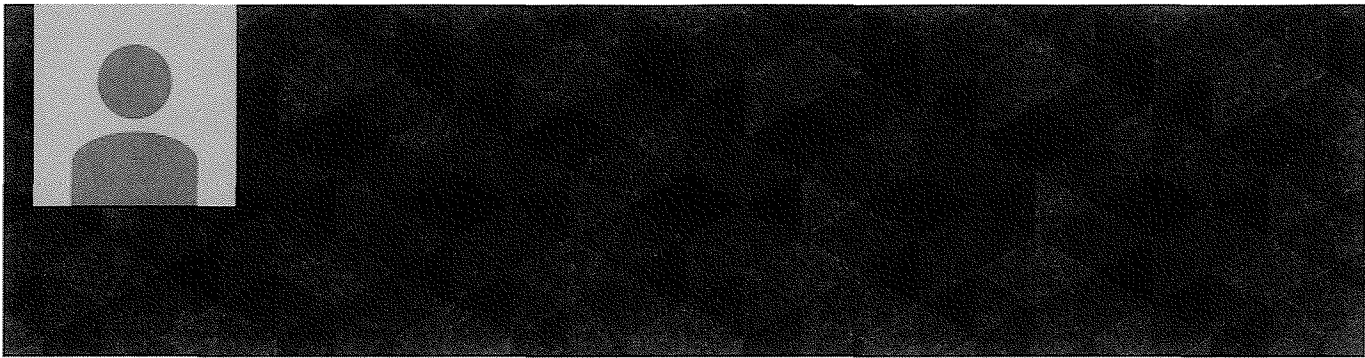


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 Registrar Registration Expiration Date: 2014-02-02 06:38:33
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 Domain Status: clientRenewProhibited
 Domain Status: clientDeleteProhibited
 Registry Registrant ID:
 Registrant Name: Jane Roe
 Registrant Organization:
 Registrant Street: 300 BOYLSTON AVE E
 Registrant City: Seattle
 Registrant State/Province: Washington
 Registrant Postal Code: 98102
 Registrant Country: United States
 Registrant Phone: 8665643789
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 Tech Name: Jane Roe
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 Tech Phone: 8665643789
 Tech Phone Ext:
 Tech Fax:
 Tech Fax Ext:
 Tech Email: janeroe032@gmail.com
 Name Server: NS1.S3SERVERS.INFO
 Name Server: NS2.S3SERVERS.INFO
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EXHIBIT B

Editor-in-Chief, *Documentary Credit World*, monthly journal of letter of credit and bank guarantee law and practice (1997 to present).

Member, SWIFT ISO 20022 Demand Guarantees and Standby Letters of Credit Formatting Project (Fall 2010 to present).

Chair of the Group of Experts Meeting on Commercial Fraud of the UNCITRAL Secretariat (April 2013).

Chair of the Group of Experts on Commercial Fraud of the UNCITRAL Secretariat (2002-2008).

Consultant at the UNCITRAL Meeting in Vienna on Commercial Fraud (January 2007).

Chair of the Combating Commercial Fraud Colloquium sponsored by UNCITRAL and the UN Office on Drugs and Crime (2003).

Co-Chair of the Combating Prime Bank and High Yield Investment Fraud Steering Committees and Seminars (2001-2006).

Consultant on High Yield Investment Scams for banks and governmental organizations, including the FBI, SEC, and U.S. Department of Justice.

Chair and Reporter, International Standby Practices Project (1994-1999) and Reporteur of the Council on International Standby Practices (1999 to present).

Head, U.S. Delegation to UNCITRAL Working Group on International Contract Practices on its work on the Convention on Independent Guarantees and Stand-by Letters of Credit (1988-1995).

Member, Editorial Board, *Revista de la Contratación Electrónica*, Spanish electronic commerce journal (1999 to present).

Member, The International Academy of Consumer and Commercial Law (1996 to present).

Chair, American Bar Association, Business Law Section, Letter of Credit Subcommittee of the Uniform Commercial Code Committee (1996-2000); Vice Chairman (1994-1996).

Editor-in-Chief, *Letter of Credit Update*, monthly journal of letter of credit and bank guarantee law and practice (1985-1997).

Advisor, Drafting Group on the Revision of U.C.C. Article 5, National Conference of Commissioners on Uniform State Laws (1990-1995).

Arbitrator between Council on International Banking, Inc., Mid-America Council on International Banking, Inc., and the Western Council on International Banking in facilitating the formation of U.S. Council on International Banking (now the International Financial Services Association).

Chairman, Task Force on the Revision of U.C.C. Article 5 of the American Bar Association's Letter of Credit Subcommittee of the Uniform Commercial Code Committee, Business Law Section and U.S. Council on International Banking, Inc. (1986-1990).

Talks and Presentations on International Banking Operations (including letters of credit, collections, bankers' acceptances and funds transfers, commercial fraud and electronic commerce) in Austria, Australia, Bahrain, Barbados, Belgium, Brazil, Canada, China, Costa Rica, Croatia, Cyprus, the Czech Republic, Denmark, France, Germany, Greece, Hong Kong, India, Ireland, Israel, Italy, Japan, Jordan, Lithuania, Macau, Malaysia, Mexico, the Netherlands, Norway, the Philippines, Russia, Saudi Arabia, Singapore, South Korea, Sweden, Switzerland, Taiwan, Thailand, Turkey, the United Arab Emirates, the United Kingdom, and the United States.

Law School Courses Taught: Admiralty, Bankruptcy and Insolvency, Commercial Fraud, Commercial Paper, Consumer Credit, Electronic Commerce, Electronic Contracting, Corporations, Insurance Law, International Banking Operations, International Commercial Transactions, Letters of Credit, Personal Property, Sales, Secured Transactions.

PUBLICATIONS [in chronological order from the present]:

Co-Editor, *2015 Annual Review of Letter of Credit Law & Practice* (Institute of International Banking Law & Practice) (2015).

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Editor, *LC Rules & Laws: Critical Texts for Independent Undertakings 6th Edition* (Institute of International Banking Law and Practice) (2015).

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(with James G. Barnes) *Letters of Credit*, 69 BUS. LAW. 1201 (2014).

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Co-Editor, *2014 Annual Review of Letter of Credit Law & Practice* (Institute of International Banking Law & Practice) (2014).

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Editor, *LC Rules & Laws: Critical Texts for Independent Undertakings 5th Edition* (Institute of International Banking Law and Practice) (2012).

2011 Annual Supplement, *Revised UCC Article 5: Letters of Credit and Article 5: Letters of Credit*, Vol. 6B, *Hawkland's Uniform Commercial Code Series* (Thompson Reuters, West) (2011).

International Letter of Credit Law and Practice (Thomson Reuters, West) (1347 pages) (2011 Edition).

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Speaker, International Municipal Lawyers Association Meeting: Introduction to ISP98 Model Form 11.1 (26 April 2015) Washington, D.C.

Speaker, 2015 ICC Banking Commission Meeting: Fraud: Tough Realities and Mitigation in Trade Finance (22 April 2015) Singapore

Speaker, Master Class, Taiwan Academy of Banking & Finance: UCP600 Update to Commentary (19-20 April 2015) Taipei

Moderator, 2015 Annual Surveys of LC Law and Practice: Tampa

Speaker, Jenner & Block: Recent LC Fraud Cases in PR China (22 October 2014) New York

Speaker, Bank of China Nanjing: Top Ten Topics in Trade Finance (July 2014) Nanjing

Speaker, JPMorgan: 2014 Global Trade Executive Briefing (11, 18 July 2014) Hong Kong, Shanghai

Moderator, 2014 LC Law Summit: New York

Moderator, 2014 Annual Surveys of LC Law and Practice: Charlotte, Nanjing, Hong Kong, Singapore

Moderator, 2014 Guarantee and Standby Forum: Nanjing, Hong Kong, Singapore, London, Oslo, Istanbul, New York

Speaker, 2014 ICC Banking Commission Meeting, Standby LCs: UCP600 or ISP98? (27 April 2014) Dubai

Speaker, ICC Russia: Topical Issues in ISBP 2013 & UCP600 (6 November 2013) Moscow

Speaker, ICC Ukraine: Topical Issues in Letter of Credit and Demand Guarantee Practice (4 November 2013) Kiev

Speaker, Master Class, Introduction to the ISP98 Model Forms (11 October 2013) Pittsburgh

Speaker, Master Class, DVB Bank: Standby Letter of Credit Law & Practice (25-27 September 2013) Singapore

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Speaker, Master Class, DBS Bank: Using LCs for Businesses (July 2013) Singapore

Speaker, BAFT-IFSA Luncheon Address, The Future of Letter of Credit Practice (19 July 2013) Los Angeles

Speaker, Master Class, Introduction to the ISP98 Model Forms (11 June 2013) Chicago

Moderator, 2013 Guarantee and Standby Forum: Beijing, Hong Kong, Singapore, London

Moderator, 2013 Annual Surveys of LC Law and Practice: Tampa, London, Oslo, Stockholm, Istanbul, Dubai, New York

Moderator, 2012 Annual Surveys of LC Law and Practice: New York, Beijing, Hong Kong, Singapore

Speaker, 2012 ICC Banking Commission Meeting (14 November 2012) Mexico

Visiting Professor, China University of Political Science and Law, International Demand Guarantees and Standby Letters of Credits (24 May - 5 June 2012) Beijing

Speaker, The Latest Development on Standby Letters of Credit Laws & Practice from the Perspectives of the World and China (26 May 2012) Beijing

Participant, International Legal Forum on Legal Framework of International Trade, What Experts Need to Know (22 May 2012) St. Petersburg, Russia

Speaker, Master Class, Letters of Credit and Guarantees: Current Topics of International Practice (21 May 2012) Moscow, Russia

Speaker, ICC Roundtable , Legal Framework of International Trade: What Experts Need to Know? (18 May 2012) St. Petersburg, Russia

Moderator, 2012 Guarantee and Standby Forum: Beijing, Hong Kong, Singapore

Speaker, Survey of Current International Letter of Credit Law & Demand Guarantee Practice (24-25 October 2011) Beijing, China

Speaker, BAFT-IFSA Annual Meeting, Standard Rules for Standbys and Demand Guarantees (10–13 2011 April) Westin Mission Hills, Rancho Mirage, CA

Moderator, 2011 Review of International Letter of Credit and Guarantee Practice, ICC Russia, St. Petersburg, Russia

Speaker, 2011 China University of Political Science and Law, Beijing, China

Moderator, 2011 Letter of Credit Review, Taipei

Chair, 2011 Letter of Credit Review, Association of Banks in Singapore, Singapore

Chair, 2011 Letter of Credit Review, Taipei Academy, Association of Banks in Singapore, Taipei

Moderator, 2011 Annual Surveys of LC Law and Practice: Tampa, La Hulpe, Dubai, Hong Kong, Singapore

Moderator, 2011 Guarantee and Standby Forum: London, Dubai, Hong Kong, Singapore, New York

Speaker, 2011 *The Four Stages in the Electrification of Letters of Credit*, UNCITRAL Colloquium on Electronic Commerce

Speaker, 2010 *Two Party Letters of Credit and the Independence Principle*, International Academy of Commercial and Consumer Law

Chair, 2010 The New URDG 758: Compared with ISP98 & UCP600, Vnesheconombank, Moscow

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Moderator, 2010 Annual Surveys of LC Law and Practice: Tampa, Vilnius, Dubai, Hong Kong, Singapore, Kuala Lumpur

Moderator, 2010 Guarantee and Standby Forum: London, Dubai, Hong Kong, Singapore, New York

Moderator, 2009 Annual Surveys of LC Law and Practice: Charlotte, San Francisco, Copenhagen, Dubai, Hong Kong, Singapore

Moderator, 2009 Guarantee and Standby Forum: London, Dubai, Hong Kong, Singapore, New York

Moderator, 2008 Letter of Credit Law Summit: New York

Moderator, 2008 Annual Surveys of LC Law and Practice: Tampa, Amsterdam, Dubai, Hong Kong, Singapore

Moderator, 2008 Guarantee and Standby Forum: Sweden, Dubai, Hong Kong, Singapore, New York

Moderator, 2008 Letter of Credit Law Seminar: Singapore

Speaker, IFSA Annual Meeting (28 September – 1 October 2008) Bonita Springs, FL

Speaker, 41st Annual Uniform Commercial Code Institute (27–29 April 2008) Washington, DC

Moderator, 2007 Letter of Credit Law Summit: New York

Moderator, 2007 Guarantee and Standby Forum: New York

Speaker, IFSA Annual Meeting (16 – 19 September 2007) Orlando, FL

Speaker, Developments in Commercial Fraud (May 2007, Beijing, China) for The National Office of Rectification and Standardization of Market Economic Order

Moderator, 2007 Annual Surveys of LC Law and Practice: Miami, Dubai, Vienna, Moscow, Korea, Hong Kong, Singapore

Speaker, Letters of Credit, *The New UCP600: Everything You Were Too Afraid to Know But Need to Ask About*, ABA Spring Meeting (March 2007)

Conducted a series of web based presentations:

Handling Extraneous Documents (March 2008)

Exclusions: UCP Article 12(b) (February 2008)

Introduction to Standbys and Guarantees (January 2008)
Update on Recent LC Cases for Bankers (November 2006)
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Implementation of UCP (June 2006)
Negotiation (May 2006)
Inoperative Conditions (April 2006)
New Chinese LC Rules (2006)
Deferred Payment Undertakings (March 2006)
Oil Fluctuation Clauses (February 2006)

Conducted three separate UCP600 Training Series for Bankers, Lawyers, and Corporates in OnLine and replay format.

Presented a paper entitled *The Revision of UCP600* to the International Academy of Consumer and Commercial Law and at its bi annual 2006 meeting at the University of Texas.

Moderator, 2006 Letter of Credit Law Summit: New York

Speaker, IFSA Annual Meeting (10 – 13 September 2006) Fort Lauderdale, FL

(with James G. Barnes) Paper, *Letter of Credit Law: 2006 Cases*, IFSA Spring Meeting

Conducted a seminar on the Chinese Supreme People's Court adopted rules for letter of credit cases before the Chinese courts in Melbourne and Sydney, Australia with Judge Gao Xiang and mediated by Doctor Alan Davidson of the University of New South Wales (2006).

Revision of LC Practice, Kyoto, Japan: Using UCP600: New Rules for Letters of Credit, Doshisha University Law School (November 2006)

Panelist, United Nations Task Force on ID Theft at the 3rd Annual I.D. Theft Symposium sponsored by Strategic Research Institute (2006).

Speaker, Implementing UCP600 (July 2006) Singapore

Speaker, Forum on New Rules Governing Letters of Credit, ICC Bahrain, May 2006

Moderator, 2006 Annual Surveys of LC Law and Practice: Dubai, Miami, Prague, Moscow, Singapore, Shanghai, Hong Kong, Mumbai

Moderator, 2005 Letter of Credit Law Summit: New York, London

Moderator, 2005 Commercial Fraud Seminars: Washington, DC, London

Moderator, 2005 Annual Surveys of LC Law and Practice: Dubai, Miami, Belgium, Moscow, Singapore, Shanghai, Hong Kong

Moderator, 2004 Annual Surveys of LC Law and Practice: Dubai, Miami, Goteburg,

Shanghai, Hong Kong, and Singapore

Moderator, 2004 Letter of Credit Law Summit: New York, London

Moderator, 2003 Commercial Fraud Seminars: Washington, DC, London, Singapore

Moderator, 2003 Annual Surveys of LC Law and Practice: Washington, DC, Vienna, Shanghai, Hong Kong, and Singapore

Moderator, 2003 Letter of Credit Law Summit: New York

Speaker, International Standard Banking Practice: ISBP, ABA Section of Business Law (April 03) Los Angeles, CA

Speaker, Letter of Credit Legal Issues, IFSA 2002 Annual Conference (September 02) Fort Lauderdale, FL

UN Convention LC Subcommittee ABA (11 August 02) (Washington, DC)

ISP98 (19 July 2002) Thai Bankers Association

Moderator, 2002 Commercial Fraud Seminars: Washington, DC, London, Singapore

Moderator, 2002 Annual Surveys of LC Law and Practice: Washington, DC, Amsterdam, Beijing, Hong Kong, and Singapore

eUCP Seminars ICC (23 April 02) (Paris)

eUCP (22 April 02) ICC-Austria (Vienna)

eUCP (24 January 02) Singapore Bankers Association

Prime Bank Fraud (3 January 02) North American Security Administrators Association (NASAA)

Speaker, ISP98, (4 December 01) ICC Brazil

Speaker, Combating Hi Yield Financial Instrument Fraud, International Banking Security Association, (8 October 01) Toronto

Speaker, eUCP & LC Law Update, IFSA Annual Meeting (11 and 13 September 01) Scottsdale, Arizona

International Symposium on Letter of Credit Law & Practice (19-20 July 2001) Beijing

Symposium, "Responding to the Obstacles to Electronic Commerce in Latin America: Part I: Panel Reports: Panel VI: Financing Electronic Commerce: Security and Reliability", reported in Arizona Journal of International and Comparative Law (winter 2000)

Speaker, Letter of Credit Legal Issues, IFSA Annual Conference (September 2000)

Speaker, Identifying and Dealing with Fraudulent Documentation, International Law Congress (10 April 00)

ISP98 (20 November 2000) ICC-Turkey (Istanbul)

Speaker, Advanced Letters of Credit: Issues and Challenges, NACM's 104th Credit Congress and Exposition (14 – 17 June 2000)

Panelist, "UNCITRAL and the Developing International Law of Electronic Commerce", New York City (24-25 February 2000)

Electronic Commerce (5 November 1999) Chase Manhattan Bank, Hong Kong.

International Standby Practices (2 November 1999) ICC Asia, Hong Kong.

Moderator, An Introduction to ISP98 (29 October 1999) N.Y.

Moderator, ISP98 for Lawyers (22 October 1999) N.Y.

Moderator, Advanced ISP98 for Bankers (21 October 1999) N.Y.

Panelist in LC Legal Issues IFSA Annual Conference (14 October 1999) San Antonio, TX

Panelist, Responding to the Legal Obstacles to Electronic Commerce in Latin America: Banking Transactions (1 October 1999) O.A.S. Washington, D.C.

Speaker, Standby & Guarantee Practice (2 - 3 July 1999) University of Singapore Law School Singapore.

Speaker, ISP98 ICC (27 April 1999) Paris, France.

Chair, New Rules For Standbys ABA Bus. Law Section (17 April 1999) San Francisco, CA.

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Panelist, ISP98 and Speaker: Legal Issues Affecting LCS (15 October 1999) IFSA Annual Conference, Marco Island, Florida.

Panelist, UN Convention on Independent Guarantees & Stand-by LCs Panelist, ISP98 1st Inter American Conference On Banking Law (24 25 September 1998) Mexico City.

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Formation of a Commercial Law Association, 25th Anniversary Ceremony of United Nations Commission on International Trade Law (26 May 1997) Vienna, Austria.

New World Letters of Credit, National Association of Credit Managers (14 May, 1997) Salt Lake City, Utah.

Meetings in Asia - *International Standby Practices*: Attended ICC Banking Commission meeting, Shanghai (April 7, 1997); Shanghai Banker's Association: *Developments in Letter of Credit Practice* (April 8, 1997); *Standby Letters of Credit*: Philippine Banker's Association and Financial Executives - Institute of the Philippines (April 11, 1997).

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The Reaction of the Business Community: An Empirical Approach. Forum on the Convention of the International Sales of Goods, International Law Society, George Mason University School of Law (Apr. 8, 1984, Arlington, Virginia).

EXPERT WITNESS EXPERIENCE

I have been admitted as an expert on commercial and financial investment fraud, banking operations, and commercial and standby letter of credit practice, and have given expert testimony in Canada, Hong Kong, Norway, and Thailand as well as in approximately 20 federal and 8 state courts in the United States, including the U.S. District Court for the District of Columbia, and have given sworn written expert statements to courts in China, France, England, Singapore, South Korea, and Switzerland.