

REBATE OFFER ACCEPTANCE AGREEMENT

WHEREAS, SnapNames.com, Inc. (“SnapNames”), has notified the undersigned of its offer of a rebate (the “Rebate Offer”) in respect of certain domain names (the “Domains”) acquired by the undersigned through an auction administered by SnapNames; and

WHEREAS, the undersigned purchased the Domains from SnapNames, is authorized to enter into this Rebate Offer Acceptance Agreement (this “Agreement”) as or on behalf of the purchaser of the Domains, and desires to accept the Rebate Offer, subject to the terms and conditions set forth below.

NOW, THEREFORE, in exchange for all right, title and interest in any and all Claims against SnapNames and other Releasees as defined below, and in acknowledgement of the Rebate Offer provided by SnapNames, the undersigned hereby accepts the Rebate Offer in exchange for the following:

I, the undersigned, individually and jointly, for myself and my successors, assigns, trustees, partners, joint venturers, directors, officers, affiliates, associates, managers, licensees, and for any other claiming through or under each or all of them and for any person or entity with or for whom I may have purchased the above mentioned names (collectively, the “Releasors”) hereby release and forever discharge, acquit, covenant not to sue and acknowledge complete satisfaction from, SnapNames, and its past and present parent companies (including Oversee.net), affiliates, successors, assigns, agents, attorneys, servants, representatives, employees, independent contractors, trustees, administrators, predecessors-in-interest, insurers, partners, joint venturers, stockholders, members, directors, officers, parent companies, associated companies, holding companies, subsidiaries, divisions, affiliates, associates, managers, licensees, accountants and consultants of any of the foregoing (collectively, the “Releasees”) for any and all claims, actions, arbitrations, charges, complaints, grievances, hearings, causes of action, actions, suits, damages, costs, expenses, judgments, liabilities, demands, inquiries, investigations, proceedings or suits of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, previously existing, or now existing, or hereafter arising, in law or in equity (collectively, the “Claims”), which the Releasors or any of them had, may have had, or now has, from the beginning of time to today’s date against the Releasees, collectively, or any of the Releasees, individually, for or by reason of any matter whatsoever relating to the auctions for and acquisition of the Domains, including without limitation, any Claims relating in whole or in part to the bidding activity of the SnapNames user associated with the user name “halvarez” (the “Released Matters”) for damages, restitution, disgorgement, unjust enrichment, civil penalties, statutory penalties, injunctive and/or declaratory relief, whether class, individual, representative, or otherwise in nature, including costs, expenses, penalties, and attorneys fees.

I, the undersigned, hereby covenant and agree that I shall not hereafter sue or seek to establish liability against any of the Releasees based, in whole or in part, upon any Claim relating in whole or in part to the Released Matters. I further covenant and agree that I shall, hereafter, opt out of any plaintiff class or other representative action of which I might be a member in any action against any of the Releasees, based, in whole or in part, on any Claims relating in whole or in part to the Released Matters.

It is the intention of the Releasors that this Release shall be effective as a full and final accord and satisfaction, and release, of the Released Matters, and that this release herein extend to any and all claims of whatsoever kind or character, known or unknown of such Released Matters; accordingly, in furtherance of this intention, each party expressly waives any and all rights granted by California Civil Code Section 1542. The Releasors acknowledge that they are familiar with Section 1542 of the California Civil Code, which provides as follows

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Notwithstanding the foregoing provision, I hereby waive and relinquish any and all rights and benefits that I may have under Section 1542 of the California Civil Code or under the law of any other state or jurisdiction to the same or similar effect.

This agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has executed this Rebate Offer Acceptance Agreement as of the date indicated below.

Date: _____

SIGNATURE

PRINT NAME

TITLE

ENTITY (if applicable)

SNAPNAMES USERNAME

ADDRESS TO WHERE YOU WANT THE CHECK SENT

CITY, STATE, ZIP CODE

Please return to Rust Consulting at:

SnapNames Rebate Administrator
PO Box 98
Minneapolis, MN 55440-0098