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successors, assigns, stockholders, directors, officers, agents and employees from all claims and other actions, of any nature, relating to claims, transactions or occurrences occurring (i) prior to the completion of this offering or (ii) in connection with this offering and the related transactions described in this prospectus.

In addition, the master transaction agreement will also govern other matters related to the consummation of this offering, the provision and retention of records, access to information and confidentiality, cooperation with respect to governmental filings and third party consents and access to property.

Investor rights agreement

We will enter into an investor rights agreement with IAC providing IAC: (i) specified registration and other rights relating to its shares of our common stock and (ii) anti-dilution rights.

Registration rights. IAC will be entitled to request registrations under the Securities Act and, in connection with a distribution to IAC's shareholders, registration with any applicable federal or state governmental authority, of all or any portion of our shares covered by the investor rights agreement, and we will be obligated to register such shares as requested by IAC, subject to certain limitations. After this offering, we will be required to use our reasonable best efforts to qualify to register the sale of our securities on Form S-3, and, after we are so qualified, IAC may request registration under the Securities Act on Form S-3, subject to certain limitations.

If we at any time intend to file on our behalf or on behalf of any of our other security holders a registration statement in connection with a public offering of any of our securities on a form and in a manner that would permit the registration for offer and sale of our common stock held by IAC, IAC would have the right to include its shares of our common stock in that offering.

We will generally be responsible for the registration expenses in connection with the performance of our obligations under the registration rights provisions in the investor rights agreement.

The investor rights agreement will contain indemnification and contribution provisions by us for the benefit of IAC and its affiliates and representatives and, in limited situations, by IAC for the benefit of us and any underwriters with respect to written information furnished to us by IAC and stated by IAC to be specifically included in any registration statement, prospectus or related document.

IAC anti-dilution right. In the event that we issue or propose to issue any shares of capital stock (with certain limited exceptions), including shares issued upon the exercise, conversion or exchange of options, warrants and convertible securities, IAC will generally have a purchase right that permits it to purchase for fair market value, as defined in the agreement, up to such number of shares of the same class as the issued shares as would (i) enable IAC to maintain the same ownership interest in us that it had immediately prior to such issuance or proposed issuance, with respect to issuances of our voting capital stock, or (ii) enable IAC to maintain ownership of at least 80.1% of each class of our non-voting capital stock, with respect to issuances of our non-voting capital stock.

Tax sharing agreement

In connection with this offering, we will enter into a tax sharing agreement with IAC that will govern our respective rights, responsibilities and obligations with respect to tax matters, including responsibility for taxes attributable to us and our subsidiaries, entitlement to refunds, allocation of tax attributes, preparation of tax returns, certain tax elections, control of tax contests, and other matters.

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Under the tax sharing agreement, we generally will be responsible and will be required to indemnify IAC for: (i) all taxes imposed with respect to any consolidated, combined or unitary tax return of IAC or one of its subsidiaries that includes us or any of our subsidiaries to the extent attributable to us or any of our subsidiaries, as determined under the tax sharing agreement, and (ii) all taxes imposed with respect to any of our or our subsidiaries' consolidated, combined, unitary or separate tax returns.

Under the tax sharing agreement, IAC generally will have the right to control audits or other tax proceedings with respect to any consolidated, combined or unitary tax return that includes IAC or any of its subsidiaries and us or any of our subsidiaries, provided that we will have certain participation rights with respect to any such audit or tax proceeding that could result in additional taxes for which we are liable under the tax sharing agreement. We generally will have the right to control any audits or other tax proceedings with respect to any of our or our subsidiaries' consolidated, combined, unitary or separate tax returns.

As of the date of this prospectus, IAC has advised us that it does not have a present plan or intention to undertake a tax-free spin-off of its retained interest in us. Because IAC intends to retain the ability to engage in such a spin-off in the future, the tax sharing agreement also addresses the parties' respective rights, responsibilities and obligations with respect to such a transaction. Under the tax sharing agreement, each party generally will be responsible for any taxes and related amounts imposed on IAC or us that arise from the failure of a future spin-off of IAC's retained interest in us to qualify as a transaction that is generally tax-free, for U.S. federal income tax purposes, under Section 368(a)(1)(D) and/or Section 355 of the Code, to the extent that the failure to so qualify is attributable to: (i) a breach of the relevant representations and covenants made by that party in the tax sharing agreement or any representation letter provided in support of any tax opinion or ruling obtained by IAC with respect to the U.S. federal income tax treatment of such spin-off, or (ii) an acquisition of such party's equity securities. In addition, the tax sharing agreement will impose certain restrictions on us and our subsidiaries during the two-year period following a future spin-off that are designed to preserve the tax-free status thereof. Specifically, during such period, except in specific circumstances, we and our subsidiaries generally would be prohibited from: (A) ceasing to conduct our business, (B) entering into certain transactions pursuant to which all or a portion of the shares of our common stock or certain of our and our subsidiaries' assets would be acquired, (C) liquidating, merging or consolidating with any