

SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

FORM 8-A

For Registration of Certain Classes of Securities  
Pursuant to Section 12(b) or 12(g) of the  
Securities Exchange Act of 1934

InterActiveCorp  
(Exact name of registrant as specified in its charter)

Delaware  
(State of incorporation or  
organization)

152 West 57th Street  
New York, New York  
(Address of principal executive  
offices)

59-2712887  
(I.R.S. employer identification  
number)

10019  
(Zip Code)

If this Form relates to the  
registration of a class of  
securities pursuant to Section  
12(b) of the Exchange Act and  
is effective pursuant to  
General Instruction A.(c),  
please check the following  
box. [ ]

If this Form relates to the  
registration of a class of  
securities pursuant to Section  
12(g) of the Exchange Act and  
is effective pursuant to  
General Instruction A.(d),  
please check the following  
box. [X]

Securities Act registration statement file number to which this form relates:  
333-104973

Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class  
to be so registered  
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Name of each exchange on which  
each class is to be registered  
-----

NONE

Securities to be registered pursuant to Section 12(g) of the Act:

Warrants to purchase 1.93875 shares of Common Stock

(Title of Class)

ITEM 1. DESCRIPTION OF REGISTRANT'S SECURITIES TO BE REGISTERED.

The securities of InterActiveCorp, a Delaware corporation ("IAC"), to be registered pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended, are warrants ("IAC Warrants") to purchase 1.93875 shares of common stock, par value \$0.01 per share, of IAC ("IAC Common Stock") to be issued, together with shares of IAC Common Stock, pursuant to the terms of the Agreement and Plan of Merger, dated as of March 18, 2003, by and among USA Interactive (now IAC), Equinox Merger Corp. and Expedia, Inc. ("Expedia"). A description of the IAC Warrants is set forth under the caption "DESCRIPTION OF IAC LISTED WARRANTS" in the proxy and information statement/prospectus forming a part of the Registration Statement on Form S-4 of IAC (Registration No. 333-104973), filed with the Securities and Exchange Commission on May 2, 2003, as amended on July 9, 2003 and August 6, 2003, and as may be further amended (the "Registration Statement"), which is incorporated herein by reference.

IAC Warrants  
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EXISTING IAC WARRANTS

IAC currently has outstanding listed warrants to acquire IAC Common Stock that were issued to former shareholders of Expedia that elected to receive IAC

securities in the IAC acquisition of control of Expedia in February 2002 ("Existing IAC Warrants"). Similar to the IAC Warrants, the Existing IAC Warrants are exercisable up to and including February 4, 2009. The Existing IAC Warrants are quoted on the Nasdaq National Market under the symbol "IACIW" and differ from the IAC Warrants. As a result, following the completion of the merger, IAC will have two types of warrants quoted on the Nasdaq National Market: the Existing IAC Warrants, which are quoted on the Nasdaq National Market under the symbol "IACIW," and the IAC Warrants, which are expected to be quoted on the Nasdaq National Market under the symbol "IACIZ"--with differing terms, including vesting schedules with respect to the IAC Employee Warrants (as defined below), differing exercise prices and differing shares of IAC Common Stock issuable in respect of each such warrant.

#### IAC STOCKHOLDER WARRANTS

IAC stockholder warrants ("IAC Stockholder Warrants" which, together with the IAC Employee Warrants defined below, constitute the IAC Warrants) will be issued under a stockholder equity warrant agreement between IAC and Mellon Investor Services LLC, the warrant agent.

Each IAC Stockholder Warrant entitles its holder to purchase 1.93875 shares of IAC Common Stock. The exercise price per IAC Stockholder Warrant is \$26.00, which must be paid in cash. Each IAC Stockholder Warrant may be exercised on any business day up to and including February 4, 2009. Any IAC Stockholder Warrant not exercised before that date will become void, and all rights of the holder of the IAC Stockholder Warrant will cease. Holders of IAC Stockholder Warrants will not be entitled, by virtue of being such holders, to have any rights of holders of IAC Common Stock until they exercise their warrants. The IAC Stockholder Warrants are not subject to redemption.

The number of shares of IAC Common Stock issuable upon exercise of the IAC

Stockholder Warrants will be subject to adjustment from time to time upon the occurrence of any of the following events: any stock split; any stock consolidation, combination or subdivision; any stock dividend or other distribution; and any repurchase, reclassification, recapitalization or reorganization; and certain distributions of rights, warrants or evidences of indebtedness or assets.

IAC will not issue fractional shares of IAC Common Stock upon exercise of an IAC Stockholder Warrant. Instead of issuing a fractional share of IAC Common Stock which would otherwise be deliverable upon the exercise of an IAC Stockholder Warrant, IAC will pay the holder of such IAC Stockholder Warrant an amount in cash based on the closing price of IAC Common Stock as of the exercise date of the IAC Stockholder Warrant.

IAC will not issue physical paper certificates representing the IAC Stockholder Warrants unless requested in writing by the holder of the IAC Stockholder Warrant. Instead, the warrant agent will issue the certificates in electronic book entry form and will monitor the issuance and trading of such warrants through its electronic book entry system, provided that IAC may instruct the warrant agent to issue physical certificates if a holder's IAC Stockholder Warrants are below a de minimis amount.

IAC will keep in reserve at all times before the expiration date of the IAC Stockholder Warrants sufficient authorized but unissued shares of IAC Common Stock for issuance in the event of exercises by the holders of IAC Stockholder Warrants.

#### IAC EMPLOYEE WARRANTS

The IAC employee warrants ("IAC Employee Warrants") will be issued under an optionholder equity warrant agreement between IAC and Mellon Investor Services LLC, the warrant agent. Except with respect to vesting (including transferability prior to vesting), as described below, and applicable withholding taxes, the IAC Employee Warrants are identical in all material respects to the IAC Stockholder Warrants described above.

The IAC Employee Warrants will be subject to the same vesting schedule as the Expedia options in respect of which such Expedia Employee Warrants were issued, which Expedia options will be converted into IAC options at the completion of the merger. The IAC Employee Warrants will be forfeited and will never become exercisable or transferable if an IAC option issued in exchange for the Expedia option related to the former Expedia Employee Warrant never vests. The IAC Employee Warrants to be issued in respect of Expedia Employee Warrants will not be subject to redemption.

IAC will not issue physical paper certificates representing the IAC Employee Warrants. Instead, the warrant agent will issue the certificates in electronic book entry form and will monitor the issuance, vesting and trading of such warrants through its electronic book entry system, provided that IAC may instruct the warrant agent to issue physical certificates if a holder's vested IAC Employee Warrants are below a de minimis amount.

IAC will keep in reserve at all times before the expiration date of the IAC Employee Warrants sufficient authorized but unissued shares of IAC Common Stock for issuance in the event of exercises by the holders of vested IAC Employee Warrants.

ITEM 2. EXHIBITS.

| EXHIBIT NO. | DESCRIPTION  |
|-------------|--|
| 3.1         | Restated Certificate of Incorporation of InterActiveCorp (incorporated by reference to Exhibit 3.1 to InterActiveCorp's Quarterly Report on Form 10-Q for the quarter ended June 30, 2000).  |
| 3.2         | Amendment to the Restated Certificate of Incorporation of InterActiveCorp (incorporated by reference to Exhibit A of InterActiveCorp's Definitive Information Statement filed on November 19, 2001).   |
| 3.3         | Certificate of Ownership and Merger Merging Taiwan Travel, Inc. into USA Networks, Inc. (incorporated by reference to InterActiveCorp's Quarterly Report on Form 10-Q for the quarter ended March 31, 2002).   |
| 3.4         | Certificate of Ownership and Merger Merging WLS Holdings, Inc. into USA Interactive and Amendment Thereto (incorporated by reference to Exhibit 4.4 to InterActiveCorp's Form S-8 filed on July 3, 2003).  |
| 3.5         | Amended and Restated By-Laws of InterActiveCorp (incorporated by reference to Exhibit 99.1 of InterActiveCorp's Current Report on Form 8-K, filed on September 20, 2002).  |
| 4.1         | Certificate of Designations of Series A Cumulative Convertible Preferred Stock of InterActiveCorp (incorporated by reference to Exhibit 4.3 to InterActiveCorp's Annual Report on Form 10-K for the year ended December 31, 2001).   |
| 4.2         | Equity Warrant Agreement, dated as of February 4, 2002, between USA Networks, Inc. and The Bank of New York, as equity warrant agent (incorporated by reference to Exhibit 4.8 to InterActiveCorp's Annual Report on Form 10-K for fiscal year ended December 31, 2001).   |
| 4.3         | Form of InterActiveCorp Stockholder Equity Warrant Agreement between the Registrant and Mellon Investor Services LLC, as equity warrant agent (incorporated by reference to Exhibit 4.2 to InterActiveCorp's Post-Effective Amendment No. 1 to Form S-4, Registration No. 333-104973, filed on August 6, 2003).  |
| 4.4         | Form of InterActiveCorp Stockholder Equity Warrant.  |
| 4.5         | Form of InterActiveCorp Optionholder Equity Warrant Agreement between the Registrant and Mellon Investor Services LLC, as equity warrant agent (incorporated by reference to Exhibit 4.4 to InterActiveCorp's Post-Effective Amendment No. 1 to Form S-4, Registration No. 333-104973, filed on August 6, 2003). |
| 4.6         | Form of InterActiveCorp Optionholder Equity Warrant.   |
| 10.1        | Amended and Restated Governance Agreement, dated as of December 16, 2001, among Universal Studios, Inc., Liberty Media Corporation, Barry Diller and Vivendi Universal, S.A. (incorporated by reference to Exhibit 10.1 to InterActiveCorp's Form 8-K filed on December 18, 2001).                               |
| 10.2        | Amended and Restated Stockholders Agreement, dated as of December 16, 2001, among Universal Studios, Inc., Liberty Media Corporation, Barry Diller and Vivendi Universal, S.A. (incorporated by reference to Exhibit 99.2 to InterActiveCorp's Form 8-K filed on December 18, 2001).                             |

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Form 8-A Registration Statement to be signed on its behalf by the undersigned, thereto duly authorized.

INTERACTIVECORP

By: /s/ Dara Khosrowshahi

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Name: Dara Khosrowshahi  
Title: Executive Vice President and  
Chief Financial Officer

Dated: August 6, 2003

## EXHIBIT INDEX

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| 3.3         | Certificate of Ownership and Merger Merging Taiwan Travel, Inc. into USA Networks, Inc. (incorporated by reference to InterActiveCorp's Quarterly Report on Form 10-Q for the quarter ended March 31, 2002).  |
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| 4.2         | Equity Warrant Agreement, dated as of February 4, 2002, between USA Networks, Inc. and The Bank of New York, as equity warrant agent (incorporated by reference to Exhibit 4.8 to InterActiveCorp's Annual Report on Form 10-K for fiscal year ended December 31, 2001).  |
| 4.3         | Form of InterActiveCorp Stockholder Equity Warrant Agreement between the Registrant and Mellon Investor Services LLC, as equity warrant agent (incorporated by reference to Exhibit 4.2 to InterActiveCorp's Post-Effective Amendment No. 1 to Form S-4, Registration No. 333-104973, filed on August 6, 2003). |
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SPECIMEN

CUSIP

FACE

No. W \_\_\_\_

Equity Warrants

EQUITY WARRANT CERTIFICATE

INTERACTIVECORP

This Warrant Certificate certifies that

\_\_\_\_\_, or registered assigns, is the registered Holder of Equity Warrants (the "Equity Warrants") to purchase Common Stock, par value \$0.01 per share, of InterActiveCorp, a Delaware corporation (formerly known as USA Interactive, the "Company"). Each Equity Warrant entitles the Holder to purchase from the Company 1.93875 fully paid and nonassessable shares of Common Stock, par value \$0.01 per share, of the Company ("Common Stock") at any time on or before 5:00 p.m. New York City time February 4, 2009, at the exercise price (the "Exercise Price") of \$26.00 payable in lawful money of the United States of America upon surrender of this Equity Warrant Certificate and payment of the Exercise Price at the office or agency of the Warrant Agent, upon such conditions set forth herein and in the Stockholder Equity Warrant Agreement (as hereinafter defined). Payment of the Exercise Price must be made in lawful money of the United States of America, in cash or by certified check or bank draft or bank wire transfer payable to the order of the Company. The number of Shares which may be purchasable upon exercise of the Equity Warrants is subject to adjustment upon the occurrence of certain events set forth in the Stockholder Equity Warrant Agreement. No fractional shares or scrip representing fractions of shares of Common Stock shall be issued upon exercise of the Equity Warrants.

By acceptance of this Equity Warrant Certificate, each Holder agrees to be bound by the terms of the Stockholder Equity Warrant Agreement.

Reference is hereby made to the further provisions of this Equity Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place. Capitalized defined terms used herein have the same meaning as in the Stockholder Equity Warrant Agreement.

This Equity Warrant Certificate shall not be valid unless countersigned by the Equity Warrant Agent, as such term is used in the Stockholder Equity Warrant Agreement.

IN WITNESS WHEREOF, InterActiveCorp has caused this Equity Warrant Certificate to be duly executed under its corporate seal.

INTERACTIVECORP

By:

-----  
Name:

Title:

Attest:

-----

Countersigned:

MELLON INVESTOR SERVICES LLC,  
as Equity Warrant Agent

By:

-----  
Authorized Signature  
Name: Thomas L. Cooper  
Title: Assistant Vice President



REVERSE

EQUITY WARRANT CERTIFICATE

INTERACTIVECORP

The Equity Warrants evidenced by this Equity Warrant Certificate are part of a duly authorized issue of Equity Warrants issued pursuant to a Stockholder Equity Warrant Agreement dated as of [Date], 2003 (the "Stockholder Equity Warrant Agreement"), duly executed and delivered by the Company to Mellon Investor Services LLC, a New Jersey limited liability company, as Equity Warrant Agent (the "Equity Warrant Agent"), which Stockholder Equity Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Equity Warrant Agent, the Company and the Holders (the words "Holders" or "Holder" meaning the registered Holders or registered Holder) of the Equity Warrants.

Equity Warrants may be exercised to purchase shares of Common Stock of the Company, par value \$0.01 per share ("Common Stock") subject to such terms and conditions as are set forth in the Stockholder Equity Warrant Agreement at any time on or before 5:00 p.m. New York City time on February 4, 2009, at the Exercise Price set forth on the face hereof. The Holder of Equity Warrants evidenced by this Equity Warrant Certificate may exercise them by surrendering the Equity Warrant Certificate, with the form of election to purchase set forth hereon properly completed and executed, together with payment of the Exercise Price at the office of the Equity Warrant Agent. In the event that upon any exercise of Equity Warrants evidenced hereby the number of Equity Warrants exercised shall be less than the total number of Equity Warrants evidenced hereby, there shall be issued to the Holder hereof or his assignee a new Equity Warrant Certificate evidencing the number of Equity Warrants not exercised. Nothing contained in the Stockholder Equity Warrant Agreement or in this Equity Warrant Certificate shall be construed as conferring upon the Holders thereof the right to vote, to receive dividends or other distributions, to exercise any preemptive right or to consent or to receive notice as stockholders in respect of meetings of stockholders for the election of Directors of the Company or any other matter, or any other rights whatsoever as stockholders of the Company.

The Stockholder Equity Warrant Agreement provides that upon the occurrence of certain events, the number of shares of Common Stock issuable upon exercise of an Equity Warrant may, subject to certain conditions, be adjusted.

Equity Warrant Certificates, when surrendered at the office of the Equity Warrant Agent by the registered Holder thereof in person or by a legal representative duly authorized in writing or by registered mail, return receipt requested, may be exchanged, in the manner and subject to the limitations provided in the Shareholder Equity Warrant Agreement, but without payment of any service charge, for another Equity Warrant Certificate or Equity Warrant Certificates of like tenor evidencing in the aggregate a like number of Equity Warrants and registered in the name of such registered Holder.

Upon due presentment for registration of transfer of this Equity Warrant Certificate at the office of the Equity Warrant Agent or by registered mail, return receipt requested, a new Equity Warrant Certificate or Equity Warrant Certificates of like tenor and evidencing in the aggregate a like number of Equity Warrants shall be issued to the transferee(s) in exchange for this Equity Warrant Certificate, subject to the limitations provided in the Stockholder Equity Warrant Agreement, without charge except for any transfer, stamp or other similar tax or other governmental charge imposed in connection therewith.

The Company and the Equity Warrant Agent may deem and treat the registered Holder(s) hereof as the absolute owner(s) of this Equity Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, and of any distribution to the Holder(s) hereof, and for all other purposes, and neither the Company nor the Equity Warrant Agent shall be affected by any notice (other than a duly presented registration of transfer in accordance with the previous paragraph) to the contrary and shall not be bound to recognize any equitable or other claim to or interest in such Equity Warrant on the part of any other person.

INTERACTIVECORP  
ELECTION TO PURCHASE

INTERACTIVECORP  
152 West 57th Street  
New York, NY 10019

The undersigned hereby irrevocably elects to exercise the right of purchase represented by this Equity Warrant Certificate for \_\_\_ Equity Warrants, and to purchase thereunder the shares of Common Stock (the "Shares") provided for therein, and requests that certificates for the Shares be issued in the name of:

(Please Print Name, Address and Social Security Number)

If said number of Equity Warrants to be exercised shall not be all of the Equity Warrants evidenced by this Equity Warrant Certificate, the undersigned requests that a new Equity Warrant Certificate for the balance of the Equity Warrants be registered in the name of the undersigned or his Assignee as below indicated and delivered to the address stated below:

Dated: \_\_\_\_\_, 200\_

Name of Equity Warrant Holder or Assignee (Please Print): \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Signature must conform to name of Holder as specified on the face of the Equity Warrant Certificate)

Signature Guaranteed:

\_\_\_\_\_  
Signature of Guarantor

ASSIGNMENT

(To be executed by the registered Holder  
if such Holder desires to transfer  
Equity Warrants.)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Print name and address of transferee)

\_\_\_\_\_ Equity Warrants, evidenced by this Equity Warrant Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint \_\_\_\_\_ Attorney, to transfer the within Equity Warrant Certificate on the books of the Company, with full power of substitution. If said number of Equity Warrants to be transferred shall not be all of the Equity Warrants evidenced by this Equity Warrant Certificate, the assignor and assignee agree that such Attorney shall submit this Equity Warrant Certificate to the Company and request that New Equity Warrant Certificates for the applicable number of Equity Warrants be registered in the names of the undersigned as below indicated and delivered to the addresses below:

Dated:

Signature:

\_\_\_\_\_  
(Insert Social Security or  
Identifying Number of Assignee)

\_\_\_\_\_  
(Signature must conform to name of holder  
as specified on the face of the Equity  
Warrant Certificate)

Address of Assignor (if necessary): \_\_\_\_\_

Address of Assignee (if necessary): \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Signature of Guarantor

SPECIMEN

FACE

CUSIP No. W\_\_\_\_\_

Equity Warrants

EQUITY WARRANT CERTIFICATE

INTERACTIVECORP

This Warrant Certificate certifies that \_\_\_\_\_ or registered assigns, is the registered Holder of Equity Warrants (the "Equity Warrants") to purchase Common Stock, par value \$0.01 per share, of InterActiveCorp, a Delaware corporation (formerly known as USA Interactive, the "Company"). Each Equity Warrant entitles the Holder to purchase from the Company 1.93875 fully paid and non-assessable shares of Common Stock, par value \$0.01 per share, of the Company ("Common Stock") at any time on or before 5:00 p.m. New York City time February 4, 2009, at the exercise price (the "Exercise Price") of \$26.00 payable in lawful money of the United States of America upon surrender of this Equity Warrant Certificate and payment of the Exercise Price at the office or agency of the Warrant Agent, upon such terms and conditions set forth herein and in the Optionholder Equity Warrant Agreement (as hereinafter defined). Payment of the Exercise Price must be made in lawful money of the United States of America, in cash or by certified check or bank draft or bank wire transfer payable to the order of the Company. The number of shares which may be purchasable upon exercise of the Equity Warrants is subject to adjustment upon the occurrence of certain events set forth in the Optionholder Equity Warrant Agreement. No fractional shares or scrip representing fractions of shares of Common Stock shall be issued upon exercise of the Equity Warrants.

By acceptance of this Equity Warrant Certificate, each Holder agrees to be bound by the terms of the Optionholder Equity Warrant Agreement.

Reference is hereby made to the further provisions of this Equity Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place. Capitalized defined terms used herein have the same meaning as in the Optionholder Equity Warrant Agreement.

This Equity Warrant Certificate shall not be valid unless countersigned by the Equity Warrant Agent, as such term is used in the Optionholder Equity Warrant Agreement.

IN WITNESS WHEREOF, InterActiveCorp has caused this Equity Warrant Certificate to be duly executed under its corporate seal.

INTERACTIVECORP

By: \_\_\_\_\_  
 Name:  
 Title:

Attest:  
 \_\_\_\_\_

Countersigned:  
 MELLON INVESTOR SERVICES LLC,  
 as Equity Warrant Agent

By \_\_\_\_\_  
 Authorized Signature  
 Name:  
 Title:



REVERSE

EQUITY WARRANT CERTIFICATE

INTERACTIVECORP

The Equity Warrants evidenced by this Equity Warrant Certificate are part of a duly authorized issue of Equity Warrants issued pursuant to a Optionholder Equity Warrant Agreement dated as of [Date], 2003 (the "Optionholder Equity Warrant Agreement"), duly executed and delivered by the Company to Mellon Investor Services LLC, a New Jersey limited liability company, as Equity Warrant Agent (the "Equity Warrant Agent"), which Optionholder Equity Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Equity Warrant Agent, the Company and the Holders (the words "Holders" or "Holder" meaning the registered Holders or registered Holder) of the Equity Warrants.

Equity Warrants evidenced by this Equity Warrant Certificate may be exercised to purchase shares of Common Stock of the Company, par value \$0.01 per share ("Common Stock"), subject to such terms and conditions as are set forth in the Optionholder Equity Warrant Agreement, at any time on or before 5:00 p.m. New York City time on February 4, 2009, at the Exercise Price set forth on the face hereof. Each Equity Warrant not exercised on or prior to the Expiration Date shall become void, and all rights of the Holder of such Equity Warrant hereunder and under the Optionholder Equity Warrant Agreement shall cease. The issuance of shares upon the exercise of this Equity Warrant and/or the transfer of this Equity Warrant shall be subject to the receipt by the Company of all applicable withholding taxes.

The Holder of Equity Warrants evidenced by this Equity Warrant Certificate may exercise them by surrendering the Equity Warrant Certificate, with the form of election to purchase set forth hereon properly completed and executed, together with payment of the Exercise Price at the office of the Equity Warrant Agent. In the event that upon any exercise of Equity Warrants evidenced hereby the number of Equity Warrants exercised shall be less than the total number of Equity Warrants evidenced hereby, there shall be issued to the Holder hereof or his assignee a new Equity Warrant Certificate evidencing the number of Equity Warrants not exercised. Nothing contained in the Optionholder Equity Warrant Agreement or in this Equity Warrant Certificate shall be construed as conferring upon the Holders thereof the right to vote, to receive dividends or other distributions, to exercise any preemptive right or to consent or to receive notice as stockholders in respect of meetings of stockholders for the

election of Directors of the Company or any other matter, or any other rights whatsoever as shareholders of the Company.

The Optionholder Equity Warrant Agreement provides that upon the occurrence of certain events, the number of shares of Common Stock issuable upon exercise of an Equity Warrant may, subject to certain conditions, be adjusted.

Equity Warrant Certificates, when surrendered at the office of the Equity Warrant Agent by the registered Holder thereof in person or by a legal representative duly authorized in writing or by registered mail, return receipt requested, may be exchanged, in the manner and subject to the limitations provided in the Optionholder Equity Warrant Agreement, but without payment of any service charge, for another Equity Warrant Certificate or Equity Warrant Certificates of like tenor evidencing in the aggregate a like number of Equity Warrants and registered in the name of such registered Holder.

Upon due presentment for registration of transfer of this Equity Warrant Certificate at the office of the Equity Warrant Agent or by registered mail, return receipt requested, a new Equity Warrant Certificate or Equity Warrant Certificates of like tenor and evidencing in the aggregate a like number of Equity Warrants shall be issued to the transferee(s) in exchange for this Equity Warrant Certificate, subject to the limitations provided in the Optionholder Equity Warrant Agreement, without charge except for any applicable withholding taxes and any transfer, stamp or similar tax or other governmental charge imposed in connection therewith.

The Company and the Equity Warrant Agent may deem and treat the registered Holder(s) hereof as the absolute owner(s) of this Equity Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, and of any distribution to the Holder(s) hereof, and for all other purposes, and neither the Company nor the Equity Warrant Agent shall be affected by any notice (other than a duly presented registration of transfer in accordance with the previous paragraph) to the contrary and shall not be bound to recognize any equitable or other claim to or interest in such Equity Warrant on the part of any other person.

INTERACTIVECORP

ELECTION TO PURCHASE

INTERACTIVECORP  
152 West 57th Street  
New York, NY 10019

The undersigned hereby irrevocably elects to exercise the right of purchase represented by this Equity Warrant Certificate for \_\_\_\_\_ Equity Warrants, and to purchase thereunder the shares of Common Stock (the "Shares") provided for therein, and requests that certificates for the Shares be issued in the name of:

(Please Print Name, Address and Social Security Number)

If said number of Equity Warrants to be exercised shall not be all of the Equity Warrants evidenced by this Equity Warrant Certificate, the undersigned requests that a new Equity Warrant Certificate for the balance of the Equity Warrants be registered in the name of the undersigned or his Assignee as below indicated and delivered to the address stated below:

Dated: \_\_\_\_\_, 200\_

Name of Equity Warrant Holder or  
Assignee (Please Print): \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Signature must conform to name of Holder as specified on  
the face of the Equity Warrant Certificate)

Signature Guaranteed:

\_\_\_\_\_  
Signature of Guarantor

ASSIGNMENT

(To be executed by the registered Holder  
if such Holder desires to transfer  
Equity Warrants.)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers onto

\_\_\_\_\_  
(Print name and address of transferee)

\_\_\_\_\_ Equity Warrants, evidenced by this Equity Warrant Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint \_\_\_\_\_ Attorney, to transfer the within Equity Warrant Certificate on the books of the Company, with full power of substitution. If said number of Equity Warrants to be transferred shall not be all of the Equity Warrants evidenced by this Equity Warrant Certificate, the assignor and assignee agree that such Attorney shall submit this Equity Warrant Certificate to the Company and request that New Equity Warrant Certificates for the applicable number of Equity Warrants be registered in the names of the undersigned as below indicated and delivered to the addresses below:

Dated:

Signature:

\_\_\_\_\_

\_\_\_\_\_

(Insert Social Security or Identifying  
Number of Assignee)

(Signature must conform to name of  
holder as specified on the face of  
the Equity Warrant Certificate)

Address of Assignor (if necessary):

\_\_\_\_\_

Address of Assignee (if necessary):

Address of Assignor (if necessary):

Signature Guaranteed:

\_\_\_\_\_  
Signature of Guarantor