



- Terms of Service (TOS)
- Acceptable Use Policy (AUP)
- Conditions
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- Order Procedure

## Order Procedure and Terms & Conditions

### General:

- Our mode of payments:
  - 1) Demand Draft or Cheque : Please send your D.D./Cheque in favor of "Antik Infotech" Payable at 'BERHAMPORE'.  
Courier/Post it to -  
Antik Infotech, **Office-** 19 & 20, Dinabandhu Sanyal Lane PO- Khagra, District- Murshidabad, West Bengal, India - 742103.
  - 2) Or to Pay by credit Card – CONTACT to [billing@antikinfotech.com](mailto:billing@antikinfotech.com)
  - 3) For other Payment Mode – Please mail us at [info@antikinfotech.com](mailto:info@antikinfotech.com)
- Please write the order details in short and your contact address using pencil at the back side of the D.D. Send the DD with a cover letter attached, containing the order details (in case of order through website – order email's hard copy).
- It will take few days after receiving the D.D. to activate the order depending on type of order.
- Delivery of order within the due date can be delayed due to some unavoidable circumstances like technical problems & beyond human control.
- 'Antik Infotech' does not hold any responsibility if the D.D. has been missed delivered/undelivered.
- Payment once received will not be refunded, under any circumstances whatsoever.
- After sending the Payment, be sure to e-mail a confirmation with the payment details at 'info@antikinfotech.com'.
- The rate of current contract or package may vary in the time of renewal from next year depending on the market scenario.
- Be specific in writing or submitting your order. Incomplete orders will be subject to cancellation without prior notice.
- Websites attracting any legal issues will not be permitted to host with Antik Infotech server space.
- Antik Infotech will not allow any website to launch in the server containing vulgarism or pornography.
- No warez (sites that contain illegal file downloads) sites will be allowed on our service.
- No sites exploiting children under the age of 18. Including modeling sites of young children.
- No sites containing illegal music files (mp3 or other) will be allowed on our service.
- No virus file or virus effected site will be allowed to host in our server.
- The POP3 mail A/c will not be allowed to use for spamming. If the POP3 mail A/c(s) close to exist it space limit the A/c will be cleared without prior notice so it is advised to monitor and keep your mailbox clear regularly.
- For all contracts the payment has to be cleared in advance.
- The date of activation is the starting date for all contracts.
- The date of renewal will be on eleventh month from the date of activation.
- The order will be processed only after clearance of full part of the payment as per the terms of the contract.

- Payment has to be cleared within 7 days of order, failing which the order will be canceled.
- Antik Infotech reserves the right to cancel any order without prior notice.
- The renewal rate will be charged concerning the rate of current year but not the first year's. Except web-designing the renewal charges will be 100% (Hundred percentages) of the package rate or contract amount.
- Upgradation of any package or contract is a chargeable matter so subject to discussion.
- Any kind of problem faced regarding any services has to be registered at <http://www.antikinfotech.com> or mail us at [info@antikinfotech.com](mailto:info@antikinfotech.com) . The complain registration date and time will be treated as the starting time of the problem.
- All services will be provided for Minimum 1 year. All charges for the services mentioned are for 1 year. If not a special/customized contract.
- Any illegal activities operated using the space or POP mail id (spamming or others) will cause the suspension of the FTP A/c.
- Please note that the charges like "Swift Money Transfer" charge or DD Charges with Courier Charge of the payment or Hard Copy has to be borne by you.
- Any creation related to Information Technology Services, that is, Website, Software, CD Presentations etc. will carry appropriate company credentials and branding of Antik Infotech. Any requests for its removal will be a subject to discussion and cost reviews.
- All disputes are subject to the exclusive jurisdiction of Berhampore, West Bengal, India.

#### **End User License & Rights:**

- All rights of the project code belong to Antik Infotech, Berhampore, West Bengal. It cannot be claimed by the client except the special agreement to purchase the code signed separately. The license to use the System will only be provided to the client and his users as per the Terms of Service agreed.

#### **Domain Registration:**

- Domains are distributed as 'first come first serve' basis. So we will not be responsible if your domain become already booked in between time of receiving your payment. In that case you will be given option to book another domain.
- Be sure to write down the Domain name and select the extensions accurately in your order.
- The domains' rates are for a limited stock. It may change at new stock.
- Domain once activated will not be changed a part of it.

#### **Web Promotion or Search Engine Submission:**

- In Web Promotion Order with 'Keywords' - 50 keyword will be given free of cost, after that extra Rs.50/- per keyword will be charged.
- 4 submissions will be processed in a year.
- Antik Infotech is not giving any guarantee in case of web promotion about the ranking of your website.

#### **Web Designing, Development or Hosting:**

- In Web Designing the customer will have to make 50% of the payment as an advance.
- In Web Designing the full payment is to be made before the launching and after the final demonstration of the site.
- Maintenance/Renewal Charge for Next Year onwards is just the half of the package rate of that year.
- Site updatation includes only the minor changes in text, image and links.
- Updatations depend on no. of page and volume of work.
- Change of design, major changes in site, increase of space, extra pages will be treated as upgradation. Upgradation is totally different than updatation and it's fully a chargeable matter. The charge of upgradation is subject to discussion.
- Without paying the full amount of the package or contract customer will not be given support on part of that or any item from that package or contract.

- Before upgrading the existing contract or package the previous dues have to be cleared.
- All the materials (texts and photographs) for the designing and display in the website has to be provided by the concerned authority/Client and Antik Infotech will not take any responsibility for the same. We prefer soft-copy but also do accept hard copy. The Customer only is responsible for all the contents of his website.
- For Hosting services rendered to the clients, Antik Infotech will not hold any responsibility for any content or material of their websites or online displays, but holds the authority to stop the service if the hosted content is found unauthorized, illegal or socially objectionable and unacceptable. Such contents shall not be allowed to host in our servers again.
- It is customer's responsibility to keep time to time data back-up of their hosting accounts, databases, mails or other data, to avoid unavoidable unfortunate unrecoverable circumstances and technical faults.
- Antik Infotech can provide Content Writing and Content Collection for the concerned authority but the matter is a subject to discussion and chargeable as per requirement.
- The Page size will be maximum of 8.5x18 inches (Approx one and half A4 size Page) long, containing minimum 10pt font size text using "Verdana" font.
- Page type will be of ".html"/".asp"/".php/ asp.net" - as per the designing requirement.

### **Software Development:**

- In Software Development the customer will have to make 50% of the payment as an advance.
- In Software Development the customer has to pay another 50% payment or the final payment at the time of delivery of the Software.

### **Terms of Service or Service Contract for All Clients, Resellers and Business Associates**

**Preliminaries:** Antik Infotech. ("Antik Infotech", "Antik Infotech", "antikinfectech.com", "itbhb.org", "itbhb.com", "newcyberworld.com"), is a Web Presence Provider. The purpose of this Service Agreement / Service Contract "the Agreement", "AUP" "Service Contract" is to specify the terms, conditions, and obligations which a customer agrees to accept by the his, her or its conduct of using the Services of Antik Infotech for the registration and renewal of the registration of a domain name, or by opening an account for any of its services or designing or development of website/software/CD presentation or availing website promotion services with Antik Infotech for such purpose.

**1. Definitions:** As used in this Agreement, the following terms have the following meanings:

- (a) "you" , "your", "customer", "client" and "Subscriber" refer to each customer, that is, each person who avails or subscribes for any of Services from Antik Infotech.
- (b) "we," "us," "Antik Infotech" and "our" refer to Antik Infotech.com ([www.antikinfectech.com](http://www.antikinfectech.com)),
- (c) "Services" refers to the domain services, shared hosting services, dedicated servers, designing or development of website/software/CD presentation, website promotion services or provided by us as offered through Antik Infotech.
- (d) "Account" means a wholesale account opened with Antik Infotech for the registration of domain names and the payment for such registrations; and

**2. The Agreement:** This Agreement explains our obligations to you, and explains your obligations to us, for various Services. By using our Services, you have agreed to establish an account with us for such Services. When you use your account, or permit someone else to use it for any purpose whatsoever (whether or not we are notified of your having given authorization to such third party to use your account), this Agreement covers such use and the service sought or rendered. By opening an account with Antik Infotech or by using any Services under this Agreement you acknowledge that you have read, and you agree to be bound by all terms and conditions of this Agreement, and any pertinent rules or policies that are or may be published by us. If you do not wish to be bound by these terms and conditions, you should not proceed to place any information of any kind on Antik Infotech's servers.

### **USER CONDUCT**

Customer Content:

Customer acknowledges that Antik Infotech exercises no control whatsoever over the content of the information passing through Customer's site (s) and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and these Rules and Regulations.

### **Prohibited Activities:**

Customer will not, and will not permit any persons ("Users") using Customer's online facilities and/or services, including, but not limited to, Customer's Web site (s) and transmission capabilities, to do any of the following ("Prohibited Activities")

The following constitute Prohibited Activities of Service Agreement:

**1. Illegal use:** Antik Infotech's services may not be used for illegal purposes, or in support of illegal activities. Antik Infotech reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

**2. Harm to minors:** Use of the Antik Infotech's service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.

**3. Threats:** Use of the Antik Infotech's service to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

**4. Harassment:** Use of the Antik Infotech's service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

**5. Fraudulent activity:** Use of Antik Infotech's service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."

**6. Forgery or impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

**7. Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM)** Use of the Antik Infotech's service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending Antik Infotech's account.

**8. E-mail / News Bombing:** Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending Antik Infotech's account.

**9. E-mail / Message Forging:** Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Antik Infotech's service is in violation of this Service Contract.

**10. Usenet SPAMing:** Antik Infotech's has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

**11. Unauthorized access:** Use of the Antik Infotech's service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Antik Infotech's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Subscribers account is subject to immediate termination.

**12. Copyright or trademark infringement:** Use of the Antik Infotech's service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

**13. Collection of personal data:** Use of the Antik Infotech's service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

**14. Network disruptions and unfriendly activity:** Use of the Antik Infotech's service for any activity which affects the ability of other people or systems to use Antik Infotech's Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. Customer may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. Customer may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. Antik Infotech will not tolerate any Customer attempting to access the

accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

**15. Fraud:** Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

**16. Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right:** Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

**17. Distribution of Viruses:** Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

**18. Inappropriate Use of Software:** Use of software or any device that would facilitate a continued connection, i.e. pinging, while using Antik Infotech's services could result in suspension service.

**19. Third Party Accountability:** Antik Infotech's Subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Service Agreement.

#### **REFUSAL OR DISCONTINUANCE OF SERVICE**

Antik Infotech reserves the right to refuse or discontinue service to anyone at Antik Infotech's sole discretion after giving a notice of 15 days. Antik Infotech may deny you access to all or part of the service without notice if you engage in any conduct or activities that Antik Infotech in its sole discretion believes violates any of the terms and conditions in this agreement. Antik Infotech shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that Antik Infotech has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Antik Infotech reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

#### **NO WARRANTIES**

Antik Infotech makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given Antik Infotech or its employees shall create a warranty. Antik Infotech provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall Antik Infotech be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with Antik Infotech service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

You understand that by placing information on Server Space provided by Antik Infotech that such information becomes available to all Internet users and that Antik Infotech has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of Server Space provided by Antik Infotech and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through Antik Infotech or on the Internet generally.

#### **IDENTIFICATION INFORMATION**

You agree that you as the person legally responsible for use of this account, are at least 18 years of age. You agree to supply Antik Infotech with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card that you supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

#### **NO INTERFERENCE WITH OPERATION OF SYSTEM**

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other Subscriber. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to follow the Acceptable Use Policy of any network or service you connect to. You agree to adhere to system policies as published online by Antik Infotech, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at Antik Infotech. You agree to abide by any and all future Antik Infotech policy decisions.

#### **SECURITY**

You agree that the security of your account is solely your own responsibility. Customer understands that Internet and other various networking communication medium are not secure, unless explicitly specified as such, and may be subjected to interception or loss. Antik Infotech makes no warranties of any kind, either express, implied or statutory concerning the data or information available through the Antik Infotech network. In no event will Antik Infotech be

liable to the customer for any indirect, incidental or consequential damages arising out of the services or any products provided under this agreement, even if the company has been advised of the possibility of such damages. You further agree that if you believe the security of your account has been compromised in any way, you will notify Antik Infotech immediately by telephone at +91 (3482) 302602. and in writing by registered mail return receipt requested to Antik Infotech, Office- 19 & 20, Dinabandhu Sanyal Lane PO- Khagra, District- Murshidabad, West Bengal, India. You shall be held fully responsible for any misuse or compromise to your account for which Antik Infotech is not properly notified. You agree that if any security violations are believed to have occurred in association with your account, Antik Infotech has the right to suspend access to the account pending an investigation and resolution. You also agree that Antik Infotech has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to you. Any use of our system to engage in software piracy or other violations of law will result in account suspension and be immediately reported to the appropriate authorities.

#### **BACKUP OF DATA**

Your use of the service is at your sole risk. Antik Infotech is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Server Space provided by Antik Infotech, unless otherwise specified depending on the account type.

#### **CONFIDENTIAL INFORMATION**

Nondisclosure of Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party ("Confidential Information"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, Antik Infotech's Technology, Customer Technology, and the terms and conditions of this Agreement. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information.

#### **Exceptions:**

Information will not be deemed Confidential Information hereunder if such information:

(i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;

(ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;

(iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or

(iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

#### **PAYMENT**

You agree to supply appropriate payment for the services received from Antik Infotech in advance of the time period during which such services are provided or as per the payment terms of the service opted for, whichever is applicable. You agree that all setup fees are non-refundable once setup is completed.

All payments have to be drawn in favour of Antik Infotech, payable at the location of the office of Antik Infotech from where the service is bought. Antik Infotech shall not be responsible for payments drawn in any other name or location.

Payments are accepted only in the form of crossed Demand Drafts, Cheques or thru Credit Cards.

Charges for all services are payable prior to the beginning of each service period. Failure to pay in no way relieves the Clients obligations to make full payment.

Antik Infotech retains full rights to charge for or alter specifications or discontinue any of the services/ features offered under the various schemes at any time, without any prior notice.

It shall be our endeavor to set-up the server with in 3 working days of the receipt of completed form along with the payment (realization). If however, there is a delay for any unforeseen circumstances, the clients are requested to kindly bear with us. Additional or customized services are available at extra cost as applicable and mentioned in the hosting scheme.

You accept that your account may be temporarily or permanently suspended without any prior notice or information to you in any event of non payment from your side for any of Antik Infotech's services

#### **PRIOR AGREEMENTS**

This agreement supersedes any written, electronic, or oral communication you may have had with Antik Infotech or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

#### **SEVERABILITY**

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

**JURISDICTION**

The laws of the Republic of India shall govern this agreement  
In any event of dispute the area of Jurisdiction would be Berhampore, West Bengal only.

**ACKNOWLEDGEMENT**

By placing, hiring and continuing to maintain or place information at Server Space provided by Antik Infotech you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.

**LEGAL AGREEMENTS :: INDIVIDUAL SECTORS**

Reseller Master Agreement [This is the main Master agreement that a Reseller signing up under you must agree to. Apart from this Master Agreement, he must also separately agree to terms and conditions for each Product he wishes to resell.]

**Agreement:****RESELLER MASTER AGREEMENT**

This Reseller Master Agreement (hereinafter referred to as the "Agreement") is made, entered into and executed on December 30, 2005 (hereinafter referred to as the "Effective Date")

BETWEEN: -

Antik Infotech (hereinafter referred to as "Parent") and you (hereinafter referred to as "Reseller"). If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the term "Reseller" shall refer to such entity.

(The Parent and the Reseller may be referred to individually as a "Party" and collectively as the "Parties").

WHEREAS the Parent provides various Products and Services;

AND WHEREAS the Reseller wishes to purchase and resell Parent's Products and Services

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parent and the Reseller, intending to be legally bound, hereby agree as follows:

## 1. DEFINITIONS

1. "Accounting Currency" refers to the Accounting Currency of the Parent within the OrderBox Database.
2. "Advance Account" refers to the credit balance maintained by the Reseller with the Parent.
3. "Business Day" refers to a working day between Mondays to Friday excluding all Public Holidays.
4. "Clear Balance" refers to credit in the Advance Account after deducting any accrued liabilities, Locked Funds and debited amounts.
5. "Confidential Information", as used in this Agreement shall mean all data, information and materials including, without limitation, computer software, data, information, databases, protocols, reference implementation, documentation, functional and interface specifications, provided by Parent to the Reseller under this Agreement, whether written, transmitted, oral, through the Parent Website or otherwise, that is marked as Confidential.
6. "Customer" refers to the customer of the Order as recorded in the OrderBox Database
7. "Parent Products" refer to all Products and Services of Parent which it has provided/rendered/sold, or is providing/rendering/selling through this Reseller Program.
8. "Parent Servers" refer to web servers, Mailing List Servers, Database Servers, OrderBox Servers and any other Machines / Servers that Parent or its Service Providers Operate, for the OrderBox, the Parent Website, the Parent Mailing Lists, Parent Products and any other operations required to fulfill services and operations of Parent.
9. "Parent Website" refers to domains.Antik Infotech.com
10. "OrderBox" refers to the set of Servers, Software, Interfaces, Parent Products and API that is provided for use directly or indirectly under this Agreement by the Parent and/or its Service Providers
11. "OrderBox Database" is the collection of data elements stored on the OrderBox Servers.
12. "OrderBox Servers" refer to Machines / Servers that Parent or its Service Providers maintain to fulfill services and operations of the OrderBox
13. "OrderBox User" refers to the Reseller and any Customer, Sub-Reseller, Agent, Employee, Contractee of the Reseller or any other Legal Entity, that has been provided access to the "OrderBox" by the Reseller or through the Reseller's website, directly or indirectly.
14. "Locked Funds" refers to the amount of funds temporarily debited to the Resellers Advance Account while an Order is being Modified, Deleted, Extended, Cancelled or Processed. "Confirming Locked Funds" refers to the act of permanently debiting this amount to the Reseller's Advance Account. "Canceling Locked Funds" refers to the act of crediting the amount back to the Reseller's Advance Account.
15. "Lower Tier Sub-Resellers" - The Reseller may make Parent Products under this agreement available to Sub-Resellers. Further the Reseller agrees that such Sub-Resellers may make Parent Products available to their affiliates, partners, or resellers who may make Parent Products available to their affiliates, partners or resellers and so on (collectively known as "Lower Tier Sub-Resellers").
16. "Order" refers to a Parent Product purchased directly or indirectly by a Reseller, having a unique Order ID in the OrderBox Database.
17. "Reseller Contact Details" refers to the Contact Details of the Reseller as listed in the OrderBox Database
18. "Reseller Control Panel" refers to the set of Web-based interfaces provided by the Parent and its Service Providers to the Reseller which allows him to Manage Orders, Customers, Lower Tier Resellers
19. "Reseller Master Agreement" refers to this Agreement.
20. "Reseller Product Agreement Extension" refers to the latest version of a Specific Reseller Product Agreement Extension as posted in the Reseller Control Panel or on the Parent Website.
21. "Reseller Transactions" refers singly and cumulatively to credits/debits applied to the Resellers Advance Account.
22. "Selling Currency" refers to the Selling Currency of the Parent within the OrderBox Database
23. "Service Providers" refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that Parent or its Service Providers (recursively) may, directly or indirectly, Engage / Employ / Outsource / Contract for the fulfillment / provision / purchase of Parent Products, OrderBox, and any other services and operations of Parent.
24. "Sub-Reseller" refers to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that is registered as a Sub-Reseller under the Reseller as per the data in the OrderBox Database, or who resells Parent Products through the Reseller

## 2. RESELLER PRODUCT AGREEMENT EXTENSIONS



25. The Reseller may purchase and resell various Parent Products by executing, in a form and manner prescribed by Parent, one or more Reseller Product Agreement Extensions, which shall then be included as a part of this Agreement.
26. Any conflicting definitions, terms and conditions in a Reseller Product Agreement Extension shall take precedence over the same definition, terms and conditions in this Agreement, and shall be applied only to that Reseller Product Agreement Extension.

### **3. OBLIGATIONS OF THE PARENT**

27. Parent shall make available the latest versions of the Reseller Master Agreement, and the Reseller Product Agreement Extensions in the Reseller Control Panel.
28. Parent will notify the Reseller via email whenever newer versions of any Reseller Master Agreement, or Reseller Product Agreement Extensions are posted in the Reseller Control Panel.

### **4. OBLIGATIONS OF THE RESELLER**

1. The Reseller shall be responsible for providing customer service, billing support, and technical support to their Sub-Resellers, Lower Tier Sub-Resellers & Customers.
2. The Reseller acknowledges that in the event of any dispute and/or discrepancy concerning any data element of an Order, Sub-Reseller, Lower Tier Sub-Reseller or Customer in the OrderBox Database, the data element in the OrderBox Database records shall prevail.
3. The Reseller acknowledges that all information of the Customer in the OrderBox, including authentication information is accessible to Parent and its Service Providers
4. The Reseller will not make any changes to any information or configuration of an Order without explicit authorization from the customer of that Order
5. The Reseller shall comply with all other terms or conditions established by Parent and/or its Service Providers from time to time.
6. Reseller acknowledges that Parent Products maybe obtained through Service Providers, and as such, changes in structure, or contracts may occur, and as a result services may be adversely affected. Reseller acknowledges and agrees that Parent shall not have any liability associated with any such occasion.
7. The Reseller agrees that Parent Products under this agreement may be made available to Customers, Sub-Resellers and Lower Tier Sub-Resellers only after they enter into a legally binding agreement which is no less protective of Parent than this Agreement and which contains the requirements contained herein applicable to the Reseller. The Reseller acknowledges and agrees that the Reseller will be responsible for ensuring Customers', Sub-Resellers' and Lower Tier Sub-Resellers' compliance with such applicable terms and conditions and shall be responsible for any liability resulting from Customers', Sub-Resellers' and Lower Tier Sub-Resellers' noncompliance with such terms and conditions.
8. The Reseller agrees to provide, maintain and update, current, complete and accurate information for all the data elements about the Reseller in the OrderBox Database.
9. During the term of this Agreement and for three years thereafter, Reseller (himself/herself/itself or by its Agent / Authorised Representative) shall maintain the following records relating to its dealings with Parent, Sub-Resellers, Customers, Prospective Customers and/or their Agents or Authorized Representatives: -
  1. In electronic, paper or microfilm form, all written communications with respect to Parent Products.
  2. In electronic form, records of the accounts of all, current / past Orders with the Reseller, including dates and amounts of all payments, discount, credits and refunds.
  3. Reseller shall make these records available for inspection by Parent upon reasonable notice not exceeding 14 days.

### **5. REPRESENTATIONS AND WARRANTIES**

Parent and the Reseller represent and warrant that: -

10. they each have all requisite power and authority to execute, deliver and perform their obligations under this Agreement;
11. This Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding obligation, enforceable against the Reseller and Parent in accordance with its terms;
12. The execution, delivery, and performance of this Agreement and the consummation by Parent and the Reseller of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate: -

1. any provision of law, rule, or regulation;
  2. any order, judgment, or decree;
  3. any provision of corporate by-laws or other documents; or
  4. any agreement or other instrument.
13. the execution, performance and delivery of this Agreement has been duly authorized by the Reseller and Parent;
14. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made in connection with the execution, delivery, and performance of this Agreement or the taking of any other action contemplated hereby;

The Reseller represents and warrants that:

15. the Reseller has read and understood every clause of this Agreement
16. the Reseller has independently evaluated the desirability of the service and is not relying on any representation agreement, guarantee or statement other than as set forth in this agreement; and
17. the Reseller is eligible, to enter into this Contract according to the laws of his country

## **6. RIGHTS OF PARENT AND SERVICE PROVIDERS**

18. Parent and Service Providers may change any information, including Authentication Information of the Reseller in the OrderBox Database upon receiving authorization from the Reseller or any authorised representatives of the Reseller in any form as maybe prescribed by Parent from time to time.
19. Parent and Service Providers may provide/send any information in the OrderBox Database, about the Reseller, including Authentication information
1. to the Reseller Contact Details
  2. to any authorised representative, agent, contractee, employee of the Reseller upon receiving authorization in any form as maybe prescribed by Parent from time to time
  3. to the Service Providers
20. Parent and Service Providers in its own discretion can at any point of time temporarily or permanently cease to sell a Parent Product
21. Parent may provide/send any information in the OrderBox Database, about the OrderBox Users, Customers, Sub-Resellers and Lower Tier Sub-Resellers including Authentication Information, to the contact details of the OrderBox Users, Customers, Sub-Resellers and Lower Tier Sub-Resellers in the OrderBox Database, or to the authorised representative, agent, contractee, employee of the corresponding OrderBox Users, Customers, Sub-Resellers and Lower Tier Sub-Resellers upon receiving authorization in any form as maybe prescribed by Parent from time to time
22. Parent reserves the right to change pricing, minimum order levels, and discounts, of any Parent Product , at any time.
23. Parent and Service Providers, in their sole discretion, expressly reserve the right to deny any Order or cancel an Order within 30 days of processing the same. In such case Parent may refund the fees charged for the Order, after deducting any processing charges for the same.
24. LogicBoxes and Service Providers, in their sole discretion, without notice, expressly reserve the right to modify, upgrade, freeze the OrderBox, and its associated Services.
25. Parent and Service Providers, in their sole discretion, expressly reserve the right to, without notice or refund, freeze, delete, suspend, deny, cancel, modify, take ownership of or transfer any Order, or to delete, Suspend, freeze, modify OrderBox Users' access to OrderBox, or to modify, upgrade, suspend, freeze OrderBox, in order to recover any Payment from the Reseller for any service rendered by the Parent including services rendered outside the scope of this agreement, or to correct mistakes made by Parent or its Service Providers in processing or executing an Order, or incase of any breach of this agreement, or incase of violation of any Terms listed in all the Appendices, or incase Parent learns of a possibility of breach or violation of this agreement or its appendices which Parent in its sole discretion determines to be appropriate, or incase of Termination of this agreement, or if Parent learns of any such event which Parent reasonably determines would lead to Termination of this Agreement or would constitute as Breach thereof, or to protect the integrity and stability of the Parent Products and the OrderBox, or to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution process, or in compliance with any agreements executed by Parent, or to avoid any liability, civil or criminal, on the part of Parent and/or Service Providers, as well as their affiliates, subsidiaries, officers, directors and employees, or if the Reseller and/or its Customers, Sub-Resellers, Lower Tier Sub-Resellers or any other authorised representatives of the Reseller violate any applicable laws/government rules/usage policies, including but not limited to, intellectual property, copyright, patent, anti-spam, or Parent learns of the possibility of any such violation, or upon authorisation from the Reseller in any manner that Parent deems satisfactory, or for any other appropriate reason. The Reseller agrees that Parent and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Parent and Service Providers, are not liable for loss or damages that may result from any of the above.

26. In case of Orders involving web services, Parent and Service Providers can choose to redirect any Order to any IP Address including, without limitation, to an IP address which hosts a parking page or a commercial search engine, if an Order has expired, or is suspended, or does not contain valid information to direct it to any destination.
27. Parent has the right to rectify any mistakes in the data in the OrderBox Database with retrospective effect.

## **7. TERM OF AGREEMENT AND RENEWAL**

The term of this Agreement shall be 2 (TWO) YEARS from the Effective Date and will automatically renew for successive 1 (ONE) YEAR Renewal Term (hereinafter referred to each a "Renewal Term" and cumulatively the "Term"). The Term shall continue until the earlier to occur of the following:

1. the Agreement is terminated as provided for in Section 8 (TERMINATION OF AGREEMENT); and
2. The Reseller elects not to renew at the end of the Initial Term or any Renewal Term by giving written notice 30 days in advance of the completion of such term.

## **8. TERMINATION OF AGREEMENT**

1. Either Party may terminate this Agreement and/or any Reseller Product Agreement Extension at any time by

1. With immediate effect, if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement or compromise or settlement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's Business.

2. Parent may Terminate this Agreement and/or any Reseller Product Agreement Extension by notifying the Reseller in writing, as of the date specified in such notice of termination under the following circumstances

1. In the event that the Reseller or an Agent / Employee / Authorized Representative of the Reseller materially breaches any term of this Agreement and/or any Reseller Product Agreement Extension, including any of its representations, warranties, covenants and agreements hereunder

2. There was a material misrepresentation and/or material inaccuracy, and/or materially misleading statement in Reseller's Application to Parent and/or any material accompanying the application.

3. By giving a 30 (Thirty) days advance written notice of termination

4. With immediate effect if : -

1. the Reseller is convicted of a felony or other serious offense related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Parent reasonably deems as the substantive equivalent of any of these; or

2. the Reseller is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.

3. as provided for in Appendix 'A' and Appendix 'C'

4. if Any officer or director of the Reseller is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Parent deems as the substantive equivalent of any of these;

3. Reseller may Terminate this Agreement and/or any Reseller Product Agreement Extension by notifying Parent in writing, as of the date of receipt of such notice, in the event that the Reseller does not agree with any revision to the Agreement or any Reseller Product Agreement Extension made as per Section 14 (RIGHT TO SUBSTITUTE UPDATED AGREEMENT AND RESELLER Product Agreement EXTENSIONS) within 30 days of such revision.

4. Any Product Agreement Extension shall terminate with immediate effect in the event that

1. Parent ceases to sell the particular Parent Product covered under that Product Agreement Extension

2. Parents contract with Service Provider for the particular Parent Product terminates or expires without renewal

5. Effect of Termination of this Agreement

1. Parent shall suspend OrderBox Users' access to the OrderBox, Parent Servers and all Parent Products and Services, under this agreement and all Reseller Product Agreement Extensions, immediately upon receiving Termination notice

from the Reseller or upon learning of any event, which Parent reasonably determines, would lead to Termination of the Agreement.

2. Upon expiration or termination of this Agreement, all Reseller Product Agreement Extensions signed by the Reseller shall be deemed to have been Terminated with immediate effect

3. Upon expiration or termination of this Agreement, Parent may complete the processing of all Orders requested to be processed, in the order that they were requested to be processed, by the Reseller prior to the date of such expiration or termination, provided that the Reseller's Advance Account with Parent has Clear Balance sufficient to carry out these Orders. If Parent is unable to fulfill these Orders then the charges levied to the Reseller for these Orders will be reversed

#### 6. Effect of Termination of any Reseller Product Agreement Extension

1. Parent may suspend OrderBox Users' access to applicable Parent Products and Services, and the OrderBox immediately upon receiving Termination notice from the Reseller or upon learning of any event, which Parent reasonably determines, would lead to Termination of any Reseller Product Agreement Extension

2. Upon expiration or termination of any Reseller Product Agreement Extension, Parent may complete the processing of all Orders, of that Parent Product, in the order that they were requested to be processed, by the Reseller prior to the date of such expiration or termination, provided that Parent is in a position to fulfill these Orders, and the Reseller's Advance Account with Parent has Clear Balance sufficient to carry out these Orders. If Parent is unable to fulfill these Orders then the charges levied to the Reseller for these Orders will be reversed

3. Parent may transfer all Orders falling under the purview of the specific Reseller Product Agreement Extension to another Reseller or Parent.

7. Any pending balance due from the Reseller at the time of termination of this Agreement or any Reseller Product Agreement Extension will be immediately payable.

8. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement or any Reseller Product Agreement Extension in accordance with its terms, unless specified otherwise. The Reseller however shall be liable for any damage arising from any breach by it of this Agreement or any Reseller Product Agreement Extension.

### **9. FEES / ADVANCES / RENEWALS**

1. Reseller shall pay all applicable fees/advances as per the Payment Terms and Conditions set out in Appendix 'C'

2. Parent will charge a non-refundable fee for an Order unless stated otherwise in any Product Agreement Extension. The applicable fees will be displayed in the Reseller Control Panel or on the Parent Website and during the Ordering Process. Parent has the right to revise this pricing at anytime. Any such revision or change will be binding and effective immediately on posting of the revision in the Reseller Control Panel or on the Parent Website or on notification to the Reseller via email to the Reseller.

3. Reseller acknowledges that it is the Reseller's responsibility to keep records and maintain reminders regarding the expiry of any Order. As a convenience to the Reseller, and not as a binding commitment, we may notify the Reseller of any expiring Orders, via an email message sent to the contact information associated with the Reseller in the OrderBox database. Should renewal fees go unpaid for an Order, the Order will expire.

4. Reseller acknowledges that after expiration of the term of an Order, Reseller has no rights on such Order, or any information associated with such Order, and that ownership of such Order now passes on to Parent. Parent and Service Providers may make any modifications to said Order or any information associated with said Order. Parent and Service Providers may intercept any network/communication requests to such Order and process them in any manner in their sole discretion. Parent and Service Providers may choose to monetize such requests in any fashion at their sole discretion. Parent and Service Providers may choose to display any appropriate message, and/or send any response to any user making a network/communication request, for or concerning said Order. Parent and Service Providers may choose to delete said Order at anytime after expiry upon their sole discretion.

5. Parent at its sole discretion may allow the renewal of the Order after Order expiry, and such renewal term will start as on the date of expiry of the Order, unless otherwise specified. Such process may be charged separately. Such renewal after the expiry of the Order may not result in exact reinstatement of the Order in the same form as it was prior to expiry.

6. Parent makes no guarantees about the number of days, after deletion of an Order, after which the same Order will once again become available for purchase.

### **10. LIMITATION OF LIABILITY**

IN NO EVENT WILL PARENT, SERVICE PROVIDERS, OR CONTRACTORS OR THIRD PARTY BENEFICIARIES BE LIABLE TO THE RESELLER FOR ANY SPECIAL, INDIRECT, ANCILLARY, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF PARENT AND/OR SERVICE PROVIDERS, OR CONTRACTORS OR THIRD PARTY BENEFICIARIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PARENT FURTHER DISCLAIMS ANY AND ALL LOSS OR LIABILITY RESULTING FROM, BUT NOT LIMITED TO:

1. LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF AUTHENTICATION INFORMATION;
2. LOSS OR LIABILITY RESULTING FROM FORCE MAJEURE EVENTS;
3. LOSS OR LIABILITY RESULTING FROM ACCESS DELAYS OR ACCESS INTERRUPTIONS;
4. LOSS OR LIABILITY RESULTING FROM NON-DELIVERY OF DATA OR DATA MISS-DELIVERY;
5. LOSS OR LIABILITY RESULTING FROM ERRORS, OMISSIONS, OR MISSTATEMENTS IN ANY AND ALL INFORMATION OR PARENT PRODUCT(S) PROVIDED UNDER THIS AGREEMENT;
6. LOSS OR LIABILITY RESULTING FROM THE INTERRUPTION OF SERVICE.

If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against Parent by the Reseller, then in no event will the liability of Parent exceed actual amount paid by the Reseller for the Order in question minus direct expenses incurred with respect to the Order in question.

BOTH PARTIES ACKNOWLEDGE THAT THE CONSIDERATION AGREED UPON BY THE PARTIES IS BASED IN PART UPON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL THE LIABILITY OF THE PARENT RELATING TO THIS AGREEMENT EXCEED TOTAL AMOUNT PAID TO PARENT BY THE RESELLER DURING THE MOST RECENT THREE (3) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

## **21. DISCLAIMER**

THE ORDERBOX, PARENT SERVERS AND ANY OTHER SOFTWARE / API / SPECIFICATION / DOCUMENTATION / APPLICATION SERVICES IS PROVIDED ON "AS IS" AND "WHERE IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND.

PARENT AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES AND / OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS AND QUALITY/AVAILABILITY OF TECHNICAL SUPPORT.

PARENT AND SERVICE PROVIDERS ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY AFFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY IN CONNECTION WITH YOUR ACCESS TO, USE OF, ORDERBOX OR BY ACCESSING PARENT SERVERS. WITHOUT LIMITING THE FOREGOING, PARENT AND SERVICE PROVIDERS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT (A) ANY INFORMATION/DATA/DOWNLOAD AVAILABLE ON OR THROUGH ORDERBOX OR PARENT SERVERS WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES OR ANYTHING ELSE MANIFESTING DESTRUCTIVE PROPERTIES; OR (B) THE INFORMATION AVAILABLE ON OR THROUGH THE ORDERBOX/PARENT SERVERS WILL NOT CONTAIN ADULT-ORIENTED MATERIAL OR MATERIAL WHICH SOME INDIVIDUALS MAY DEEM OBJECTIONABLE; OR (C) THE FUNCTIONS OR SERVICES PERFORMED BY PARENT AND SERVICE PROVIDERS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE ORDERBOX WILL BE CORRECTED; OR (D) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR (E) THE SERVICES PROVIDED UNDER THIS AGREEMENT OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA. OR (F) YOU WILL RECEIVE NOTIFICATIONS, REMINDERS OR ALERTS FOR ANY EVENTS FROM THE SYSTEM INCLUDING BUT NOT LIMITED TO ANY MODIFICATION TO YOUR ORDER, ANY TRANSACTION IN YOUR ACCOUNT, ANY EXPIRY OF AN ORDER

PARENT AND SERVICE PROVIDERS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SUITABILITY OF THE INFORMATION AVAILABLE OR WITH RESPECT TO ITS LEGITIMACY, LEGALITY, VALIDITY, QUALITY, STABILITY, COMPLETENESS, ACCURACY OR RELIABILITY. PARENT AND SERVICE PROVIDERS DO NOT ENDORSE, VERIFY OR OTHERWISE CERTIFY THE CONTENT OF ANY SUCH INFORMATION. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSIONS, AS TO IMPLIED WARRANTIES, MAY NOT APPLY TO YOU.

FURTHERMORE, PARENT NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE ORDERBOX, ORDERBOX SERVERS, PARENT WEBSITE AND ANY OTHER SOFTWARE / API /

## **22. JURISDICTION & ATTORNEY'S FEES**

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Country, State and City where Parent is incorporated, applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in a court in the city, state, country where Parent is incorporated. Parent reserves the right to enforce the law in the Country/State/District where the Registered/Corporate/Branch Office, or Place of Management of the Reseller is situated as per the laws of that Country/State/District.

If any legal action or other legal proceeding relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

## **23. MISCELLANEOUS**

1. Any reference in this Agreement to gender shall include all genders, and words importing the singular number only shall include the plural and vice versa.

2. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein.

3. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation through mutual understanding or a mutually acceptable Arbitrator.

4. Survival: In the event of termination of this Agreement for any reason, Sections 1, 4, 6, 8(5), 8(6), 8(7), 8(8), 9, 10, 11, 12, 13, 14, 16, 17, 18, 21, 22, 23(3), 23(4), 23(6), 23(10), 24(2) and all Sections of Appendix A, and all Sections of Appendix B, and Sections 1(5), 1(6), 1(7), 2(5), 3, 4 of Appendix C and any Sections covered separately under a Survival clause in any Reseller Product Agreement Extension shall survive.

5. This Agreement does not provide and shall not be construed to provide third parties (i.e. non-parties to this Agreement), including any Sub-Reseller, Lower Tier Sub-Reseller Agent, Customer, and Prospective Customer with any remedy, claim, and cause of action or privilege against Parent.

6. The Reseller and Parent and its Service Providers are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, and sales representative or employment relationship between the parties. Reseller will have no authority to make or accept any offers or representations on our, or our Service Providers', behalf. Reseller will not make any statement, whether on his Website or otherwise, that reasonably would contradict anything in this Agreement.

7. Further Assurances: Each Party hereto shall execute and/or cause to be delivered to the other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated / carried out, by / as a result of, this Agreement.

8. Construction: The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

9. Entire Agreement; Severability: This Agreement, which includes Appendix A, Appendix B, Appendix C and each executed Reseller Product Agreement Extension constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

10. The division of this Agreement into Sections, Subsections, Appendices, Extensions and other Subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be used in the construction or interpretation of this Agreement.

11. This agreement may be executed in counterparts.

12. Language. All notices, designations, and specifications made under this Agreement shall be made in the English Language only.

13. Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in the city of the Registered office of the Parent

## **24. BREACH**

In the event that Parent suspects breach of any of the terms and conditions of this Agreement:

1. Parent can immediately, without any notification and without assigning any reasons, suspend / terminate OrderBox Users' access to all Parent Products and Services and the OrderBox.
2. Reseller will be immediately liable for any damages caused by any breach of any of the terms and conditions of this Agreement.

## **25. NOTICE**

1. Any notice or other communication required or permitted to be delivered to Parent under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered when delivered to the legal contact address specified in the Reseller Control Panel or on the Parent Website, by registered mail or courier. Any communication shall be deemed to have been validly and effectively given, on the date of receiving such communication, if such date is a Business Day and such delivery was made prior to 17:30 hours local time, and otherwise on the next Business Day.
2. Any notice or other communication required or permitted to be delivered to the Reseller under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered, given and received when delivered to contact address of the Reseller in the OrderBox Database.
3. Any notice or other communication to be delivered to any party via email under this agreement shall be deemed to have been properly delivered if sent in case of Parent to its Legal Contact mentioned in the Reseller Control Panel or on the Parent Website and in case of the Reseller to the Reseller's email address in the OrderBox Database.
4. Other than those notices mentioned in this agreement, Parent is NOT required to communicate with the Reseller in any respect about services provided under this agreement. As a convenience to the Reseller, Parent may proactively send notices about aspects with regards to services rendered under this Agreement, however these notices may be discontinued by Parent at anytime.

## **APPENDIX 'A'**

### TERMS AND CONDITIONS OF OrderBox USAGE

This Appendix A covers the terms of access to the OrderBox. Any violation of these terms will constitute a breach of agreement, and grounds for immediate termination of this Agreement.

#### **1. ACCESS TO OrderBox**

1. Parent may in its ABSOLUTE and UNFETTERED SOLE DISCRETION, temporarily suspend OrderBox Users' access to the OrderBox in the event of significant degradation of the OrderBox, or at any time Parent may deem necessary.
2. Parent may in its ABSOLUTE and UNFETTERED SOLE DISCRETION make modifications to the OrderBox from time to time.
3. Access to the OrderBox is controlled by authentication information provided by Parent. Parent is not responsible for any action in the OrderBox that takes place using this authentication information whether authorized or not.
4. Parent is not responsible for any action in the OrderBox by a OrderBox User
5. OrderBox User will not attempt to hack, crack, gain unauthorized access, misuse or engage in any practice that may hamper operations of the OrderBox including, without Limitation temporary / permanent slow down of the OrderBox, damage to data, software, operating system, applications, hardware components, network connectivity or any other hardware / software that constitute the OrderBox and architecture needed to continue operation thereof.
6. OrderBox User will not send or cause the sending of repeated unreasonable network requests to the OrderBox or establish repeated unreasonable connections to the OrderBox. Parent will in its ABSOLUTE and UNFETTERED SOLE DISCRETION decide what constitutes as a reasonable number of requests or connections.
7. OrderBox User will take reasonable measures and precautions to ensure secrecy of authentication information.
8. OrderBox User will take reasonable precautions to protect OrderBox Data from misuse, unauthorized access or disclosure, alteration, or destruction.

9. Parent shall not be responsible for damage caused due to the compromise of your Authentication information in any manner OR any authorized/unauthorized use of the Authentication Information.

10. Parent shall not be liable for any damages due to downtime or interruption of OrderBox for any duration and any cause whatsoever.

11. Parent shall have the right to temporarily or permanently suspend access of a OrderBox User to the OrderBox if Parent in its ABSOLUTE and UNFETTERED SOLE DISCRETION suspects misuse of the access to the OrderBox, or learns of any possible misuse that has occurred, or will occur with respect to a OrderBox User.

12. Parent and Service Providers reserve the right to, in their sole discretion, reject any request, network connection, e-mail, or message, to, or passing through, OrderBox

## **2. Terms of USAGE OF OrderBox**

1. Reseller, or its contractors, employees, directors, officers, representatives, agents and affiliates and OrderBox Users, either directly or indirectly, shall not use or permit use of the OrderBox, directly or indirectly, in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose, or to promote adult-oriented or "offensive" material, or related to any unsolicited bulk e-mail directly or indirectly (such as by referencing an OrderBox provided service within a spam email or as a reply back address), or related to ANY unsolicited marketing efforts offline or online, directly or indirectly, or in a manner injurious to Parent, Service Providers or other Resellers, Customers and OrderBox Users, or their reputation, including but not limited to the following -

1. Usenet spam (off-topic, bulk posting/cross-posting, advertising in non-commercial newsgroups, etc.)
2. Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 2-3) or posting of articles which are off-topic (i.e., off-topic according to the newsgroup charter or the article provokes complaints from the readers of the newsgroup for being off-topic)
3. Sending unsolicited mass e-mails (i.e., to more than 10 individuals, generally referred to as spamming) which provokes complaints from any of the recipients; or engaging in spamming from any provider
4. Offering for sale or otherwise enabling access to software products that facilitate the sending of unsolicited e-mail or facilitate the assembling of multiple e-mail addresses ("spamware")
5. Advertising, transmitting, linking to, or otherwise making available any software, program, product, or service that is designed to violate these terms, including but not limited to the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software
6. Harassment of other individuals utilizing the Internet after being asked to stop by those individuals, a court, a law-enforcement agency and/or Parent
7. Impersonating another user or entity or an existing company/user/service or otherwise falsifying one's identity for fraudulent purposes in e-mail, Usenet postings, on IRC, or with any other Internet service, or for the purpose of directing traffic of said user or entity elsewhere
8. Using OrderBox services to point to or otherwise direct traffic to, directly or indirectly, any material that, in the sole opinion of Parent, is associated with spamming, bulk e-mail, e-mail harvesting, warez (or links to such material), is in violation of copyright law, or contains material judged, in the sole opinion of Parent, to be threatening or obscene or inappropriate
9. Using OrderBox directly or indirectly for any of the below activities activities:
  1. Transmitting Unsolicited Commercial e-mail (UCE)
  2. Transmitting bulk e-mail
  3. Being listed, or, in our sole opinion is about to be listed, in any Spam Blacklist or DNS Blacklist
  4. Posting bulk Usenet/newsgroup articles
  5. Denial of Service attacks of any kind
  6. Excessive use of any web service obtained under this agreement beyond reasonable limits as determined by the Parent in its sole discretion
  7. Copyright or trademark infringement



8. Unlawful or illegal activities of any kind

9. Promoting net abuse in any manner (providing software, tools or information which enables, facilitates or otherwise supports net abuse)

10. Causing lossage or creating service degradation for other users whether intentional or inadvertent.

2. Parent in its sole discretion will determine what constitutes as violation of appropriate usage including but not limited to all of the above.

3. Data in the OrderBox Database cannot be used for any purpose other than those listed below, except if explicit written permission has been obtained from Parent: -

1. To perform services contemplated under this agreement; and

2. To communicate with the Sub-Reseller, Lower Tier Sub-Reseller or Customer of an Order with respect to the Order, Support thereof, or any other matter pertaining to Parent or its services

4. Data in the OrderBox Database cannot specifically be used for any purpose listed below :-

1. Mass Mailing or SPAM; and

2. Selling the data

#### **APPENDIX 'B' CONFIDENTIALITY**

The Resellers use and disclosure of Confidential Information disclosed hereunder are subject to the following terms and conditions: -

1. With respect to the Confidential Information, the Reseller agrees that:

(1) The Reseller shall treat as strictly confidential, and use all reasonable efforts, including implementing reasonable physical security measures and operating procedures, to preserve the secrecy and confidentiality of, all Confidential Information received from Parent.

(2) The Reseller shall make no disclosures whatsoever of any Confidential Information to others, provided however, that if the Reseller is a corporation, partnership, or similar entity, disclosure is permitted to the Reseller's officers and employees who have a demonstrable need to know such Confidential Information, provided the Reseller shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof; and

(3) The Reseller shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of Parent.

(2) The obligations set forth in this Appendix shall be continuing, provided, however, that this Appendix imposes no obligation upon the Reseller with respect to information that:

(1) is disclosed with Parent's prior written approval; or

(2) is or has entered the public domain in its integrated and aggregated form through no fault of the receiving party; or

(3) is known by the Reseller prior to the time of disclosure in its integrated and aggregated form; or

(4) is independently developed by the Reseller without use of the Confidential Information; or

(5) is made generally available by Parent without restriction on disclosure.

(3) In the event the Reseller is required by law, regulation or court order to disclose any of Parent's Confidential Information, the Reseller will promptly notify Parent in writing prior to making any such disclosure in order to facilitate Parent seeking a protective order or other appropriate remedy from the proper authority, at the Reseller's expense. Reseller agrees to cooperate with Parent in seeking such order or other remedy. Reseller further agrees that if Parent is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.

(4) In the event of any termination of this Agreement, all Confidential Information, including all copies, partial copies of Confidential Information, copied portions contained in derivative works, in the Reseller's possession shall

be immediately returned to Parent or destroyed. Within 30 (Thirty) days of termination of this Agreement, the Reseller will certify in writing of the Agreement, to Parent Reseller's compliance with this provision.

(5) In the event of any termination of any Reseller Product Agreement Extensions, all Confidential Information, including all copies, partial copies of Confidential Information, copied portions contained in derivative works, pertaining to that Parent Product and the Reseller Product Agreement Extension in the Reseller's possession shall be immediately returned to Parent or destroyed. Within 30 (Thirty) days of termination of the Reseller Product Agreement Extension, the Reseller will certify in writing, to Parent, Reseller's compliance with this provision.

(6) The Reseller shall provide full voluntary disclosure to Parent of any and all unauthorized disclosures and/or unauthorized uses of any Confidential Information; and the obligations of this Appendix shall survive such termination and remain in full force and effect.

(7) The Resellers duties under this Appendix shall expire five (5) years after the information is received or earlier, upon written agreement of the parties.

(8) The Reseller agrees that Parent shall be entitled to seek all available legal and equitable remedies for the breach by the Reseller of all of these clauses in Appendix 'B' - CONFIDENTIALITY at the cost of the Reseller.

## APPENDIX 'C'

### **PAYMENT TERMS AND CONDITIONS**

#### **1. ADVANCE ACCOUNT**

(1) Prior to purchasing any Parent Products, the Reseller shall maintain an Advance Account with Parent.

(2) As and when, the Reseller purchases Parent Products, the Reseller's Advance Account balance shall be reduced as per the then current pricing of that Parent Product as mentioned in the Reseller Control Panel or on the Parent Website or during the ordering process.

(3) Parent shall maintain a record of Reseller's Advance Account balance, which shall be accessible by the Reseller. If the Reseller's Advance Account balance is insufficient for processing any Order then that Order shall not be processed.

(4) The Advance Account will maintain the Reseller Credit in both the Accounting Currency and Selling Currency of the Parent's choice. Parent has the right to modify the currency at anytime.

(5) Any negative balance in the Reseller's Advance Account will be immediately payable. If a Reseller does not remedy a negative balance in their account within 24 hours, Parent has the right to terminate this agreement with immediate effect and without any notice. Upon such termination or otherwise Parent shall continue to have the right to initiate any legal proceedings against the Reseller to recover any negative balance in the Reseller's Advance Account.

(6) Parent shall have the right to set-off any payment received from the Reseller, or Sub-Reseller, or Lower Tier Sub-Reseller, or Customer against any negative balance in the Reseller's Advance Account.

(7) Any discrepancy, mistake, error in the credit / debit / amount in the Reseller Transactions / Advance Account maybe corrected by Parent at anytime

#### **2. PAYMENT TERMS**

(1) Parent will accept payments from the Reseller only by means specified in the Reseller Control Panel

(2) Parent will credit all payments received to the Resellers Advance Account after deducting all bank charges, processing charges and any other charges which Parent may choose to levy upon its sole discretion, within reasonable time of receiving the credit in Parent's Account. The exchange rate will be determined by Parent through a reasonable source. The exchange rate determined by Parent shall be undisputable.

(3) A processing charge will be deducted on all Credit Card Transactions. This processing charge will be at the discretion of Parent, and will be mentioned in the Reseller Control Panel or on the Parent Website.

(4) It is the Reseller's responsibility to provide the Reseller Username to Parent to be credited for the payment. The absence of the Reseller Username along with reasonable information will delay the corresponding credit to the Advance Account.

(5) In the event that the Reseller charges back a payment made via Credit Card or the payment instrument sent by the Reseller bounces due to Lack of Funds or any other Reason, then

(4) Parent may immediately suspend OrderBox Users' access to the OrderBox

(5) Parent has the right to terminate this agreement with immediate effect and without any notice.

(6) Parent in its ABSOLUTE and UNFETTERED SOLE DISCRETION may delete, suspend, deny, cancel, modify, take ownership of or transfer any or all of the Orders placed by the Reseller, or Sub-Resellers or Lower Tier Sub-Resellers or Customers as well as stop / suspend / delete / transfer any Orders currently being processed.

(7) Parent in its ABSOLUTE and UNFETTERED SOLE DISCRETION may Transfer all Orders placed by the Sub-Resellers or Lower Tier Sub-Resellers or Customers of the Reseller to any other Reseller, or under Parent's account.

(8) Parent in its ABSOLUTE and UNFETTERED SOLE DISCRETION may levy reasonable additional charges for the processing of the Charge-back / Payment Reversal in addition to actual costs of the same.

(9) Any negative balance in the Resellers Advance Account shall become immediately payable

(10) Parent shall have the right to initiate any legal proceedings against the Reseller to recover any such liabilities.

### 3. **PRICING TERMS**

1. All pricing in this Agreement as well as every Reseller Product Agreement Extension refers to the price at which the Reseller may Purchase the corresponding Parent Product. This is excluding taxes, surcharges or any other costs.

2. Parent may at any time change the price of any Parent Product with reasonable notification to the Reseller.

### 4. **REFUNDS AND REIMBURSEMENT TERMS**

1. All Clear Balance pending in the Advance Account maybe reimbursed fully to the Reseller, on request of the Reseller. Such Request must be sent to Parent in the manner prescribed by Parent.

2. All bank charges applicable and a reasonable processing fee will be deducted from this amount. All Refunds and Reimbursements will take up to 14 Business Days from the date of receipt of the request, to process.

3. Parent will not be responsible for any differences in the reimbursement amount due to Fluctuation in International Currency rates. Parent will determine in its sole discretion appropriate conversion rates for currency exchange

4. Parent will not refund any amount that has already been debited to the Resellers Advance Account under any circumstances.

**Customer Master Agreement** [This is the main Master agreement that a Customer signing up under you must agree to. Apart from this Master Agreement, he must also separately agree to terms and conditions for each Product he wishes to buy.]

### **Agreement : CUSTOMER MASTER AGREEMENT**

This Customer MASTER Agreement (hereinafter referred to as the "Agreement") is made, entered into and executed on December 30, 2005 (hereinafter referred to as the "Effective Date")

#### **BETWEEN: -**

Antik Infotech (hereinafter referred to as "Parent") AND you (hereinafter referred to as "Customer"). If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the term "Customer" shall refer to such entity.

(The Parent and the Customer may be referred to individually as a "Party" and collectively as the "Parties").

WHEREAS the Parent provides various Products and Services;

AND WHEREAS the Customer wishes to purchase Parent's Products and Services

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Parent and the Customer, intending to be legally bound, hereby agree as follows:

#### 1. DEFINITIONS

1. "Advance Account" refers to the credit balance maintained by the Customer with the Parent.

2. "Business Day" refers to a working day between Mondays to Friday excluding all Public Holidays.
3. "Clear Balance" refers to credit in the Customer Advance Account after deducting any accrued liabilities, Locked Funds and debited amounts.
4. "Confidential Information", as used in this Agreement shall mean all data, information and materials including, without limitation, computer software, data, information, databases, protocols, reference implementation, documentation, functional and interface specifications, provided by Parent to the Customer under this Agreement, whether written, transmitted, oral, through the Parent Website or otherwise, that is marked as Confidential.
5. "Customer Contact Details" refers to the Contact Details of the Customer as listed in the OrderBox Database
6. "Customer Control Panel" refers to the set of Web-based interfaces provided by the Parent and its Service Providers to the Customer which allows him to Manage Orders
7. "Customer Product Agreement Extension" refers to the latest version of a Specific Customer Product Agreement Extension as posted in the Customer Control Panel or on the Parent Website.
8. "OrderBox" refers to the set of Servers, Software, Interfaces, Parent Products and API that is provided for use directly or indirectly under this Agreement by the Parent and/or its Service Providers.
9. "OrderBox Database" is the collection of data elements stored on the OrderBox Servers.
10. "OrderBox Servers" refer to Machines / Servers that Parent or its Service Providers maintain to fulfill services and operations of the OrderBox
11. "OrderBox User" refers to the Customer and any Agent, Employee, Contractee of the Customer or any other Legal Entity, that has been provided access to the "OrderBox" by the Customer, directly or indirectly.
12. "Order" refers to a Parent Product purchased by the Customer having a unique Order ID in the OrderBox Database.
13. "Parent Products" refer to all Products and Services of Parent which it has provided/rendered/sold, or is providing/rendering/selling.
14. "Parent Servers" refer to web servers, Mailing List Servers, Database Servers, OrderBox Servers and any other Machines / Servers that Parent or its Service Providers Operate, for the OrderBox, the Parent Website, the Parent Mailing Lists, Parent Products and any other operations required to fulfill services and operations of Parent.
15. "Parent Website" refers to domains.newcyberworld.com
16. "Service Providers" refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that Parent or its Service Providers (recursively) may, directly or indirectly, Engage / Employ / Outsource / Contract for the fulfillment / provision / purchase of Parent Products, OrderBox, and any other services and operations of Parent.

## **2. CUSTOMER PRODUCT AGREEMENT EXTENSIONS**

1. The Customer may purchase various Parent Products in the course of their relationship with Parent under this agreement. by submitting to Parent, in a form and manner prescribed by Parent, one or more Customer Product Agreement Extensions, which shall then be included as a part of this Agreement.
2. Any conflicting definitions, terms and conditions in a Customer Product Agreement Extension shall take precedence over the same definition, terms and conditions in this Agreement, and shall be applied only to that Customer Product Agreement Extension.

## **3. OBLIGATIONS OF PARENT**

Parent shall make available the latest versions of this Agreement and Customer Product Agreement Extensions in the Customer Control Panel or on the Parent Website.

## **4. OBLIGATIONS OF THE CUSTOMER**

1. The Customer acknowledges that in the event of any dispute and/or discrepancy concerning any data element of an Order or the Customer in the OrderBox Database, the data element in the OrderBox Database records shall prevail.
2. The Customer acknowledges that all information of the Customer in the OrderBox, including authentication information is accessible to Parent and its Service Providers
3. The Customer shall comply with all terms or conditions established by Parent and/or its Service Providers from time to time.
4. The Customer agree to provide, maintain and update, current, complete and accurate information for all the data elements about the Customer in the Order Box Database.
5. Customer acknowledges that Parent Products may be obtained through Service Providers, and as such, changes in structure, or contracts may occur, and as a result services may be adversely affected. Customer acknowledges and agrees that Parent shall not have any liability associated with any such.
6. During the term of this Agreement and for three years thereafter, the Customer shall maintain the following records relating to its dealings with Parent and their Agents or Authorized Representatives: -

1. In electronic, paper or microfilm form, all written communications with respect to Parent Products.
2. In electronic form, records of the accounts of all, current / past Orders with the Customer, including dates and amounts of all payments, discount, credits and refunds.

The Customer shall make these records available for inspection by Parent upon reasonable notice not exceeding 14 days.

## **5. REPRESENTATIONS AND WARRANTIES**

Parent and Customer represent and warrant that: -

1. they have all requisite power and authority to execute, deliver and perform their obligations under this Agreement;
2. This Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding obligation, enforceable against the Reseller and Parent in accordance with its terms;
3. The execution, delivery, and performance of this Agreement and the consummation by Parent and the Reseller of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate: -
  1. any provision of law, rule, or regulation;
  2. any order, judgment, or decree;
  3. any provision of corporate by-laws or other documents; or
  4. any agreement or other instrument.
4. the execution, performance and delivery of this Agreement has been duly authorized by the Customer and Parent;
5. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made in connection with the execution, delivery, and performance of this Agreement or the taking of any other action contemplated hereby;

The Customer represents and warrants that:

1. the Customer has read and understood every clause of this Agreement
2. the Customer has independently evaluated the desirability of the service and is not relying on any representation agreement, guarantee or statement other than as set forth in this agreement; and
3. the Customer is eligible, to enter into this Contract according to the laws of his country

## **6. RIGHTS OF PARENT AND SERVICE PROVIDERS**

1. Parent and Service Providers may change any information, including Authentication Information of the Customer in the OrderBox Database upon receiving authorization from the Customer in any form as maybe prescribed by Parent from time to time.

2. Parent and Service Providers may provide/send any information in the OrderBox Database, about the Customer, including Authentication information

1. to the Customer Contact Details

2. to any authorised representative, agent, contractee, employee of the Customer upon receiving authorization in any form as maybe prescribed by Parent from time to time

3. to the Service Providers

3. Parent and Service Providers in its own discretion can at any point of time temporarily or permanently cease to sell a Parent Product

4. Parent reserves the right to change pricing, minimum order levels, and discounts, of any Parent Product , at any time.

5. Parent and Service Providers, in their sole discretion, expressly reserve the right to deny any Order or cancel an Order within 30 days of processing the same. In such case Parent may refund the fees charged for the Order, after deducting any processing charges for the same.

6. Parent and Service Providers, in their sole discretion, without notice, expressly reserve the right to modify, upgrade, freeze the OrderBox, and its associated Services.

7. Parent and Service Providers, in their sole discretion, expressly reserve the right to without notice or refund, delete, suspend, deny, cancel, modify, take ownership of or transfer any Order, or to delete, Suspend, freeze, modify OrderBox Users' access to OrderBox, or to modify, upgrade, suspend, freeze OrderBox, in order to recover any Payment from the Customer for any service rendered by the Parent including services rendered outside the scope of this agreement, or to correct mistakes made by Parent or its Service Providers in processing or executing an Order, or incase of any breach of this agreement, or incase of violation of any Terms listed in all the Appendices, or incase Parent learns of a possibility of breach or violation of this agreement or its appendices which Parent in its sole discretion determines to

be appropriate, or incase of Termination of this agreement, or if Parent learns of any such event which Parent reasonably determines would lead to Termination of this Agreement or would constitute as Breach thereof, or to protect the integrity and stability of the Parent Products and the OrderBox, or to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution process, or in compliance with any agreements executed by Parent, or to avoid any liability, civil or criminal, on the part of Parent and/or Service Providers, as well as their affiliates, subsidiaries, officers, directors and employees, or if the Customer and/or its Agents or any other authorised representatives of the Customer violate any applicable laws/government rules/usage policies, including but not limited to, intellectual property, copyright, patent, anti-spam, or Parent learns of the possibility of any such violation, or authorisation from the Customer in any manner that Parent deems satisfactory, or for any appropriate reason. The Customer agrees that Parent and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Parent and Service Providers, are not liable for loss or damages that may result from any of the above.

8. Incase of Orders involving web services, Parent and Service Providers can choose to redirect any Order to any IP Address including, without limitation, to an IP address which hosts a parking page or a commercial search engine, if an Order has expired, or has been suspended, or does not contain valid information to direct it to any destination.

9. Parent has the right to rectify any mistakes in the data in the OrderBox Database with retrospective effect.

## **7. TERM OF AGREEMENT AND RENEWAL**

The term of this Agreement shall be 1 (ONE) YEAR from the Effective Date and will automatically renew for successive 1 (ONE) YEAR Renewal Term (hereinafter referred to each a "Renewal Term" and cumulatively the "Term"). The Term shall continue until the earlier to occur of the following:

1. the Agreement is terminated as provided for in Section 8 (TERMINATION OF AGREEMENT); and

2. The Customer elects not to renew at the end of the Initial Term or any Renewal Term.

## **8. TERMINATION OF AGREEMENT**

1. Either Party may terminate this Agreement and/or any Customer Product Agreement Extension at any time by

1. giving a 30 (Thirty) days written notice of termination delivered as per Section 24 (NOTICE).

2. With immediate effect, if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement or compromise or settlement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's Business.

2. Parent may Terminate this Agreement and/or any Customer Product Agreement Extension by notifying the Customer in writing, as of the date specified in such notice of termination under the following circumstances

1. In the event that the Customer or an Agent / Employee / Authorized Representative of the Customer materially breaches any term of this Agreement and/or any Customer Product Agreement Extension, including any of its representations, warranties, covenants and agreements hereunder

2. There was a material misrepresentation and/or material inaccuracy, and/or materially misleading statement in Customer's Application to Parent and/or any material accompanying the application.

3. With immediate effect if : -

1. the Customer is convicted of a felony or other serious offense related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Parent reasonably deems as the substantive equivalent of any of these; or

2. the Customer is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.

3. as provided for in Appendix 'A' and Appendix 'C'

4. if Any officer or director of the Customer is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Parent deems as the substantive equivalent of any of these;

3. Customer may Terminate this Agreement and/or any Customer Product Agreement Extension by notifying Parent in writing, as of the date of receipt of such notice, in the event that the Customer does not agree with any revision to the Agreement or any Customer Product Agreement Extension made as per Section 14 (RIGHT TO SUBSTITUTE UPDATED AGREEMENT AND Customer Product Agreement EXTENSIONS) within 30 days of such revision.

4. Any Product Agreement Extension shall terminate with immediate effect in the event that

1. Parent ceases to sell the particular Parent Product covered under that Product Agreement Extension

2. Parents contract with Service Provider for the particular Parent Product terminates or expires without renewal

5. Effect of Termination of this Agreement

1. Parent shall suspend all OrderBox Users' access to the OrderBox, Parent Servers and all Parent Products and Services, under this agreement and all Customer Product Agreement Extensions, immediately upon receiving Termination notice from the Customer or upon learning of any event, which Parent reasonably determines, would lead to Termination of the Agreement.

2. Upon expiration or termination of this Agreement, all Customer Product Agreement Extensions signed by the Customer shall deemed to have been Terminated with immediate effect

3. Upon expiration or termination of this Agreement, Parent may complete the processing of all Orders requested to be processed, in the order that they were requested to be processed, by the Customer prior to the date of such expiration or termination, provided that the Customer's Advance Account with Parent has Clear Balance sufficient to carry out these Orders. If Parent is unable to fulfill these Orders then the charges levied to the Customer for these Orders will be reversed

6. Effect of Termination of any Customer Product Agreement Extension

1. Parent may suspend OrderBox Users' access to applicable Parent Products and Services , and the OrderBox immediately upon receiving Termination notice from the Customer or upon learning of any event, which Parent reasonably determines, would lead to Termination of any Customer Product Agreement Extension

2. Upon expiration or termination of any Customer Product Agreement Extension, Parent may complete the processing of all Orders, of that Parent Product, in the order that they were requested to be processed, by the Reseller prior to

the date of such expiration or termination, provided that Parent is in a position to fulfill these Orders, and the Customer's Advance Account with Parent has Clear Balance sufficient to carry out these Orders. If Parent is unable to fulfill these Orders then the charges levied to the Customer for these Orders will be reversed

3. Parent may transfer all Orders falling under the purview of the specific Customer Product Agreement Extension to another Customer or Parent.

7. Any pending balance due from the Customer at the time of termination of this Agreement or any Customer Product Agreement Extension will be immediately payable.

8. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement or any Customer Product Agreement Extension in accordance with its terms, unless specified otherwise. The Customer however shall be liable for any damage arising from any

breach by it of this Agreement or any Customer Product Agreement Extension.

## **9. FEES / RENEWAL**

1. Customer shall pay all applicable fees/advances as per the Payment Terms and Conditions set out in Appendix 'C'

2. Parent will charge a non-refundable fee for an Order unless stated otherwise in any Product agreement Extension. The applicable fees will be displayed in the Customer Control Panel or on the Parent Website and during the Ordering Process. Parent has the right to revise this pricing at anytime. Any such revision or change will be binding and effective immediately on posting of the revision in the Customer Control Panel or on the Parent Website or on notification to the Customer via email to the Customer.

3. Customer acknowledges that it is the Customer's responsibility to keep records and maintain reminders regarding the expiry of any Order. As a convenience to the Customer, and not as a binding commitment, we may notify the Customer of any expiring Orders, via an email message sent to the contact information associated with the Customer in the OrderBox database. Should renewal fees go unpaid for an Order, the Order will expire.

4. Customer acknowledges that after expiration of the term of an Order, Customer has no rights on such Order, or any information associated with such Order, and that ownership of such Order now passes on to Parent. Parent and Service Providers may make any modifications to said Order or any information associated with said Order. Parent and Service Providers may intercept any network/communication requests to such Order and process them in any manner in their sole discretion. Parent and Service Providers may choose to monetize such requests in any fashion at their sole discretion. Parent and Service Providers may choose to display any appropriate message, and/or send any response to any user making a network/communication request, for or concerning said Order. Parent and Service Providers may choose to delete said Order at anytime after expiry upon their sole discretion.

5. Parent at its sole discretion may allow the renewal of the Order after Order expiry, and such renewal term will start as on the date of expiry of the Order, unless otherwise specified. Such process may be charged separately. Such renewal after the expiry of the Order may not result in exact reinstatement of the Order in the same form as it was prior to expiry.

6. Parent makes no guarantees about the number of days, after deletion of an Order, after which the same Order will once again become available for purchase.

## **10. LIMITATION OF LIABILITY**

IN NO EVENT WILL PARENT OR SERVICE PROVIDERS OR CONTRACTORS OR THIRD PARTY BENEFICIARIES BE LIABLE TO THE CUSTOMER FOR ANY LOSS OF REGISTRATION AND USE OF DOMAIN NAME, OR FOR INTERRUPTIONS OF BUSINESS, OR ANY SPECIAL, INDIRECT, ANCILLARY, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF PARENT AND/OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PARENT FURTHER DISCLAIMS ANY AND ALL LOSS OR LIABILITY RESULTING FROM, BUT NOT LIMITED TO:

1. LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF AUTHENTICATION INFORMATION;

2. LOSS OR LIABILITY RESULTING FROM FORCE MAJEURE EVENTS;

3. LOSS OR LIABILITY RESULTING FROM ACCESS DELAYS OR ACCESS INTERRUPTIONS;



4. LOSS OR LIABILITY RESULTING FROM NON-DELIVERY OF DATA OR DATA MISS-DELIVERY;

5. LOSS OR LIABILITY RESULTING FROM ERRORS, OMISSIONS, OR MISSTATEMENTS IN ANY AND ALL INFORMATION OR PARENT PRODUCT(S) PROVIDED UNDER THIS AGREEMENT;

6. LOSS OR LIABILITY RESULTING FROM THE INTERRUPTION OF SERVICE.

If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against Parent by the Customer, then in no event will the liability of Parent exceed actual amount paid to Parent by the Customer for the Order in question minus direct expenses incurred with respect to that Order.

BOTH PARTIES ACKNOWLEDGE THAT THE CONSIDERATION AGREED UPON BY THE PARTIES IS BASED IN PART UPON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL THE LIABILITY OF THE PARENT RELATING TO THIS AGREEMENT EXCEED TOTAL AMOUNT PAID TO PARENT BY THE CUSTOMER DURING THE MOST RECENT THREE (3) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

## **11. INDEMNIFICATION**

1. The Customer, at their own expense, will indemnify, defend and hold harmless, Parent, Service Providers, and the contactors, employees, directors, officers, representatives, agents and affiliates, of Parent, and Service Providers, against any claim, suit, action, or other proceeding brought against Parent or Service Providers based on or arising from any claim or alleged claim, of third parties relating to or arising under this Agreement, Parent Products provided hereunder or use of the Parent Products, including without limitation:-

1. infringement by either the Customer, or someone else using a Parent Product with the Customer's computer, of any intellectual property or other proprietary right of any person or entity
2. arising out of any breach by the Customer of this Agreement.
3. relating to or arising out of any Order or use of any Order

However, that in any such case Parent may serve either of the Customer with notice of any such claim and upon their written request, Parent will provide to them all available information and assistance reasonably necessary for them to defend such claim, provided that they reimburse Parent for its actual costs.

2. The Customer will not enter into any settlement or compromise of any such indemnifiable claim without Parent's prior written consent, which shall not be unreasonably withheld.

3. The Customer will pay any and all costs, damages, and expenses, including, but not limited to, actual attorneys' fees and costs awarded against or otherwise incurred by Parent in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

## **12. INTELLECTUAL PROPERTY**

Subject to the provisions of this Agreement, each Party will continue to independently own his/her/its intellectual property, including all patents, trademarks, trade names, domain names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Any improvements to existing intellectual property will continue to be owned by the Party already holding such intellectual property.

Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by Parent to the Customer, or by any disclosure of any Confidential Information to the Customer under this Agreement.

Customer shall further ensure that the Customer does not infringe any intellectual property rights or other rights of any person or entity, or does not publish any content that is libelous or illegal while using services under this Agreement. Customer acknowledges that Parent cannot and does not check to see whether any services or the use of the services by the Reseller under this Agreement, infringes legal rights of others.

## **13. OWNERSHIP AND USE OF DATA**

1. Customer agrees and acknowledges that Parent owns all data, compilation, collective and similar rights, title and interests worldwide in the OrderBox Database, and all information and derivative works generated from the OrderBox Database.

2. Parent and Service Providers and their designees/agents have the right to backup, copy, publish, disclose, use, sell, modify, process this data in any form and manner as maybe required for compliance of any agreements executed by Parent or Service Providers, or in order to fulfill services under this Agreement, or for any other appropriate reason.

#### **14. DELAYS OR OMISSIONS; WAIVERS**

No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing duly executed and delivered.

#### **15. RIGHT TO SUBSTITUTE UPDATED AGREEMENT**

1. During the period of this Agreement, the Customer agrees that Parent may: -

1. revise the terms and conditions of this Agreement; and

2. change the services provided under this Agreement

2. Any such revision or change will be binding and effective immediately on posting of the revision in the Customer Control Panel or on the Parent Website

3. The Customer agrees to review the Customer Control Panel and Parent Website including the agreements, periodically, to be aware of any such revisions

4. If the Customer does not agree with any revision, the Customer may terminate this Agreement according to Section 8(3) of this Agreement

5. The Customer agrees that, continuing use of the services under this Agreement following notice of any revision, will constitute as an acceptance of any such revisions or changes

6. The Customer shall execute, in a form and manner prescribed by Parent, a supplementary agreement incorporating the amendments to or revisions of the Agreement and/or Customer Product Agreement Extension

7. The length of the term of the substituted agreement will be calculated as if it is commenced on the date the original Agreement began and the original Agreement will be deemed terminated.

8. It will be the Customer's responsibility to communicate any changes in the agreement and any obligations/duties covered by these changes to the Customer's Agents / Employees / Authorised Representatives.

#### **16. CONFIDENTIALITY**

All Confidential Information shall be governed by the Confidentiality Agreement as attached in Appendix 'B'.

#### **17. PUBLICITY**

The Customer shall not create, publish, distribute, or permit any written / Oral / electronic material that makes reference to us or our Service Providers or uses any of Parent's registered Trademarks / Service Marks or our Service Providers' registered Trademarks / Service Marks without first submitting such material to us and our Service Providers and receiving prior written consent.

The Customer gives Parent the right to recommend / suggest the Customer's name and details to Customers / Visitors to the Parent Website, and Prospective Customers and use the Customer's name in marketing / promotional material with regards to Parent Products.

#### **18. TAXES**

The Customer shall be responsible for sales tax, consumption tax, transfer duty, custom duty, octroi duty, excise duty, income tax, and all other taxes and duties, whether international, national, state or local, however designated, which are levied or imposed or may be levied or imposed, with respect to this Agreement and the Parent Products.

#### 19. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, riot, war or military operations, national or local emergency, acts or directives or omissions of government or other competent authority, compliance with any statutory obligation or executive order, strike, lock-out, work stoppage, industrial disputes of any kind (whether or not involving either party's employees), any Act of God, fire, lightning, explosion, flood, earthquake, eruption of volcano, storm, subsidence, weather of exceptional severity, equipment or facilities breakages / shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first three months of such interference, provided that such party uses best efforts to avoid or remove such causes of non performance as soon as possible.

#### 20. ASSIGNMENT / SUBLICENSE

Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and assigns of the Parties. The Customer shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person(s)/party without the prior written consent of the Parent.

#### 21. CUSTOMER - CUSTOMER TRANSFER

1. Parent may transfer the Order of the Customer to another Person, Organisation or any other Legal entity under the following circumstances: -

1. Authorization from the Customer and/or their Agent or Authorized Representative in a manner prescribed by Parent from time to time;

2. On receiving orders from a competent Court, Law Enforcement Agency, or recognized Regulatory body;

3. Breach of Contract;

4. Termination of this Agreement;

5. Parent learns of any such event, which Parent reasonably determines would lead to Termination of this Agreement, or would constitute as Breach thereof.

2. In the above circumstances the Customer shall extend full cooperation to Parent in transferring the Order of the Customer.

#### 22. DISCLAIMER

The OrderBox, Parent Servers and any other Software / API / Specification / Documentation / Application Services is provided on "as is" and "where is" basis and without any warranty of any kind.

PARENT EXPRESSLY DISCLAIMS ALL WARRANTIES AND / OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

PARENT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY OF THE ABOVE WILL MEET THE CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE ANY OF THE ABOVE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN ANY OF THE ABOVE WILL BE CORRECTED. PARENT WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

FURTHERMORE, PARENT NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE OrderBox, PARENT SERVERS, PARENT WEBSITE AND ANY OTHER SOFTWARE / API / SPECIFICATION / DOCUMENTATION / APPLICATION SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

#### 23. JURISDICTION & ATTORNEY'S FEES

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Country, State and City where Parent is incorporated, applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in a court in the city, state, country where Parent is incorporated. Parent reserves the right to enforce the law in the Country/State/District where the Registered/Corporate/Branch Office, or Place of Management of the Customer is situated as per the laws of that Country/State/District.

If any legal action or other legal proceeding relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

## 24. MISCELLANEOUS

1. Any reference in this Agreement to gender shall include all genders, and words importing the singular number only shall include the plural and vice versa.

2. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein.

3. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation through mutual understanding or a mutually acceptable Arbitrator.

4. This Agreement shall inure to the benefit of and be binding upon Parent and the Customer as well as all respective successors and permitted assigns.

5. Survival: In the event of termination of this Agreement for any reason, Sections 1, 4, 6, 8(5), 8(6), 8(7), 8(8), 9, 10, 11, 12, 13, 14, 16, 17, 18, 21, 22, 23, 24(3), 24(5), 24(7), 24(11), 25(2) and all Sections of Appendix A, and all Sections of Appendix B, and all Sections of Appendix C and any Sections covered separately under a Survival clause in any Customer Product Agreement Extension shall survive..

6. This Agreement does not provide and shall not be construed to provide third parties (i.e. non-parties to this Agreement), with any remedy, claim, and cause of action or privilege against Parent.

7. The Customer, Parent, and its Service Providers are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, and sales representative or employment relationship between the parties.

8. Further Assurances: Each Party hereto shall execute and/or cause to be delivered to the other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated / carried out, by / as a result of, this Agreement.

9. Construction: The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

10. Entire Agreement; Severability: This Agreement, which includes Appendix A, Appendix B, Appendix C and each executed Customer Product Agreement Extension constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

11. The division of this Agreement into Sections, Subsections, Appendices, Extensions and other Subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be used in the construction or interpretation of this Agreement.

12. This agreement may be executed in counterparts.

13. Language. All notices, designations, and specifications made under this Agreement shall be made in the English Language only.

14. Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in the city of the Registered office of the Parent

## 25. **BREACH**

In the event that Parent suspects breach of any of the terms and conditions of this Agreement:

1. Parent can immediately, without any notification and without assigning any reasons, suspend / terminate the OrderBox Users' access to all Parent Products and Services and the OrderBox.
2. The Customer will be immediately liable for any damages caused by any breach of any of the terms and conditions of this Agreement.

## 26. **NOTICE**

1. Any notice or other communication required or permitted to be delivered to Parent under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered when delivered to the legal contact address specified in the Customer Control Panel or on the Parent Website by registered mail or courier. Any communication shall be deemed to have been validly and effectively given, on the date of receiving such communication, if such date is a Business Day and such delivery was made prior to 17:30 hours local time, and otherwise on the next Business Day.
2. Any notice or other communication required or permitted to be delivered to the Customer under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered, given and received when delivered to contact address of the Customer in the OrderBox Database.
3. Any notice or other communication to be delivered to any party via email under this agreement shall be deemed to have been properly delivered if sent in case of Parent to its Legal Contact mentioned in the Customer Control Panel or on the Parent Website and in case of the Customer to their respective email address in the OrderBox Database.
4. Other than those notices mentioned in this agreement, Parent is NOT required to communicate with the Customer in any respect about services provided under this agreement. As a convenience to the Customer, Parent may proactively send notices about aspects with regards to services rendered under this Agreement, however these notices may be discontinued by Parent at anytime.

## **APPENDIX 'A'**

### TERMS AND CONDITIONS OF **OrderBox** USAGE

This Appendix A covers the terms of access to the OrderBox. Any violation of these terms will constitute a breach of agreement, and grounds for immediate termination of this Agreement.

#### 1. **ACCESS TO OrderBox**

1. Parent may in its ABSOLUTE and UNFETTERED SOLE DISCRETION, temporarily suspend OrderBox Users' access to the OrderBox in the event of significant degradation of the OrderBox, or at any time Parent may deem necessary.
2. Parent may in its ABSOLUTE and UNFETTERED SOLE DISCRETION make modifications to the OrderBox from time to time.
3. Access to the OrderBox is controlled by authentication information provided by Parent. Parent is not responsible for any action in the OrderBox that takes place using this authentication information whether authorized or not.
4. Parent is not responsible for any action in the OrderBox by a OrderBox User
5. OrderBox User will not attempt to hack, crack, gain unauthorized access, misuse or engage in any practice that may hamper operations of the OrderBox including, without Limitation temporary / permanent slow down of the OrderBox, damage to data, software, operating system, applications, hardware components, network connectivity or any other hardware / software that constitute the OrderBox and architecture needed to continue operation thereof.
6. OrderBox User will not send or cause the sending of repeated unreasonable network requests to the OrderBox or establish repeated unreasonable connections to the OrderBox. Parent will in its ABSOLUTE and UNFETTERED SOLE DISCRETION decide what constitutes as a reasonable number of requests or connections.
7. OrderBox User will take reasonable measures and precautions to ensure secrecy of authentication information.
8. OrderBox User will take reasonable precautions to protect OrderBox Data from misuse, unauthorized access or disclosure, alteration, or destruction.

9. Parent shall not be responsible for damage caused due to the compromise of your Authentication information in any manner OR any authorized/unauthorized use of the Authentication Information.

10. Parent shall not be liable for any damages due to downtime or interruption of OrderBox for any duration and any cause whatsoever.

11. Parent shall have the right to temporarily or permanently suspend access of a OrderBox User to the OrderBox if Parent in its ABSOLUTE and UNFETTERED SOLE DISCRETION suspects misuse of the access to the OrderBox, or learns of any possible misuse that has occurred, or will occur with respect to a OrderBox User.

12. Parent and Service Providers reserve the right to, in their sole discretion, reject any request, network connection, e-mail, or message, to, or passing through, OrderBox

## 2. Terms of USAGE OF OrderBox

1. Customer, or its contractors, employees, directors, officers, representatives, agents and affiliates and OrderBox Users, either directly or indirectly, shall not use or permit use of the OrderBox, directly or indirectly, in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose, or to promote adult-oriented or "offensive" material, or related to any unsolicited bulk e-mail directly or indirectly (such as by referencing an OrderBox provided service within a spam email or as a reply back address), or related to ANY unsolicited marketing efforts offline or online, directly or indirectly, or in a manner injurious to Parent, Service Providers or their Resellers, Customers and OrderBox Users, or their reputation, including but not limited to the following -

1. Usenet spam (off-topic, bulk posting/cross-posting, advertising in non-commercial newsgroups, etc.)
2. Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 2-3) or posting of articles which are off-topic (i.e., off-topic according to the newsgroup charter or the article provokes complaints from the readers of the newsgroup for being off-topic)
3. Sending unsolicited mass e-mails (i.e., to more than 10 individuals, generally referred to as spamming) which provokes complaints from any of the recipients; or engaging in spamming from any provider
4. Offering for sale or otherwise enabling access to software products that facilitate the sending of unsolicited e-mail or facilitate the assembling of multiple e-mail addresses ("spamware")
5. Advertising, transmitting, linking to, or otherwise making available any software, program, product, or service that is designed to violate these terms, including but not limited to the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software
6. Harassment of other individuals utilizing the Internet after being asked to stop by those individuals, a court, a law-enforcement agency and/or Parent
7. Impersonating another user or entity or an existing company/user/service or otherwise falsifying one's identity for fraudulent purposes in e-mail, Usenet postings, on IRC, or with any other Internet service, or for the purpose of directing traffic of said user or entity elsewhere
8. Using OrderBox services to point to or otherwise direct traffic to, directly or indirectly, any material that, in the sole opinion of Parent, is associated with spamming, bulk e-mail, e-mail harvesting, warez (or links to such material), is in violation of copyright law, or contains material judged, in the sole opinion of Parent, to be threatening or obscene or inappropriate
9. Using OrderBox directly or indirectly for any of the below activities activities:
  1. Transmitting Unsolicited Commercial e-mail (UCE)
  2. Transmitting bulk e-mail
  3. Being listed, or, in our sole opinion is about to be listed, in any Spam Blacklist or DNS Blacklist
  4. Posting bulk Usenet/newsgroup articles
  5. Denial of Service attacks of any kind
  6. Excessive use of any web service obtained under this agreement beyond reasonable limits as determined by the Parent in its sole discretion
  7. Copyright or trademark infringement

8. Unlawful or illegal activities of any kind

9. Promoting net abuse in any manner (providing software, tools or information which enables, facilitates or otherwise supports net abuse)

10. Causing lossage or creating service degradation for other users whether intentional or inadvertent.

2. Parent in its sole discretion will determine what constitutes as violation of appropriate usage including but not limited to all of the above.

3. Data in the OrderBox Database cannot be used for any purpose other than those listed below, except if explicit written permission has been obtained from Parent: -

1. To perform services contemplated under this agreement; and

2. To communicate with Parent on any matter pertaining to Parent or its services

4. Data in the OrderBox Database cannot specifically be used for any purpose listed below :-

1. Mass Mailing or SPAM; and

2. Selling the data

## **APPENDIX 'B'**

### CONFIDENTIALITY

The Customer use and disclosure of Confidential Information disclosed hereunder are subject to the following terms and conditions: -

5. With respect to the Confidential Information, the Customer agree that:

1. The Customer shall treat as strictly confidential, and use all reasonable efforts, including implementing reasonable physical security measures and operating procedures, to preserve the secrecy and confidentiality of, all Confidential Information received from Parent.

2. The Customer shall make no disclosures whatsoever of any Confidential Information to others, provided however, that if the Customer are a corporation, partnership, or similar entity, disclosure is permitted to the their officers and employees who have a demonstrable need to know such Confidential Information, provided that the Customer shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof; and

3. The Customer shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of Parent.

6. The obligations set forth in this Appendix shall be continuing, provided, however, that this Appendix imposes no obligation upon the Customer with respect to information that:

1. is disclosed with Parent's prior written approval; or

2. is or has entered the public domain in its integrated and aggregated form through no fault of the receiving party; or

3. is known by the Customer prior to the time of disclosure in its integrated and aggregated form; or

4. is independently developed by the Customer without use of the Confidential Information; or

5. is made generally available by Parent without restriction on disclosure.

7. In the event the Customer is required by law, regulation or court order to disclose any of Parent's Confidential Information, the Customer will promptly notify Parent in writing prior to making any such disclosure in order to facilitate Parent seeking a protective order or other appropriate remedy from the proper authority, at the Customer' expense. The Customer agree to cooperate with Parent in seeking such order or other remedy. The Customer further agree that if Parent is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information, which is legally required.

8. In the event of any termination of this Agreement, all Confidential Information, including all copies, partial copies of Confidential Information, copied portions contained in derivative works, in the Customer' possession shall be

immediately returned to Parent or destroyed. Within 30 (Thirty) days of termination of this Agreement, the Customer will certify in writing, to Parent the Customer's compliance with this provision.

9. The Customer shall provide full voluntary disclosure to Parent of any and all unauthorized disclosures and/or unauthorized uses of any Confidential Information; and the obligations of this Appendix shall survive such termination and remain in full force and effect.

10. The Customer duties under this Appendix shall expire five (5) years after the information is received or earlier, upon written agreement of the parties.

11. The Customer agrees that Parent shall be entitled to seek all available legal and equitable remedies for the breach by either of the Customer of all of these clauses in this Appendix at the cost of the Customer.

## **APPENDIX 'C'**

### **PAYMENT TERMS AND CONDITIONS**

#### **1. ADVANCE ACCOUNT**

1. Prior to purchasing any Parent Products, the Customer shall maintain an Advance Account with Parent.

2. As and when, the Customer purchases Parent Products, the Customer's Advance Account balance shall be reduced as per the then current pricing of that Parent Product as mentioned in the Customer Control Panel or on the Parent Website or during the ordering process.

3. Parent shall maintain a record of Customer's Advance Account balance, which shall be accessible by the Customer. If the Customer's Advance Account balance is insufficient for processing any Order then that Order may not be processed.

4. The Advance Account will maintain the Customer Credit in both the Accounting Currency and Selling Currency of the Parent's choice. Parent has the right to modify the currency at anytime.

5. Any negative balance in the Customer's Advance Account will be immediately payable. If a Customer does not remedy a negative balance in their account within 24 hours, Parent has the right to terminate this agreement with immediate effect and without any notice. Upon such termination or otherwise Parent shall continue to have the right to initiate any legal proceedings against the Customer to recover any negative balance in the Customer's Advance Account.

6. Parent shall have the right to set-off any payment received from the Customer, or Sub-Customer, or Lower Tier Sub-Customer, or Customer against any negative balance in the Customer's Advance account.

7. Any discrepancy, mistake, error in the credit / debit / amount in the Customer Transactions / Advance Account maybe corrected by Parent at anytime

#### **2. PAYMENT TERMS**

1. Parent will accept payments from the Customer only by means specified in the Customer Control Panel

2. Parent will credit all payments received to the Customers Advance Account after deducting all bank charges, processing charges and any other charges which Parent may choose to levy upon its sole discretion, within reasonable time of receiving the credit in Parent's Account. The exchange rate will be determined by Parent through a reasonable source. The exchange rate determined by Parent shall be undisputable.

3. It is the Customer's responsibility to provide the Customer Username to Parent to be credited for the payment. The absence of the Customer Username along with reasonable information will delay the corresponding credit to the Advance Account.

4. In the event that the Customer charges back a payment made via Credit Card or the payment instrument sent by the Customer bounces due to Lack of Funds or any other Reason, then

1. Parent may immediately suspend OrderBox Users' access to the OrderBox

2. Parent has the right to terminate this agreement with immediate effect and without any notice.

3. Parent in its ABSOLUTE and UNFETTERED SOLE DISCRETION may delete, suspend, deny, cancel, modify, take ownership of or transfer any or all of the Orders placed by the Customer, as well as stop / suspend / delete / transfer any Orders currently being processed.



4. Parent in its ABSOLUTE and UNFETTERED SOLE DISCRETION may Transfer all Orders placed by the Customer to any other Customer, or under Parent's account.

5. Parent in its ABSOLUTE and UNFETTERED SOLE DISCRETION may levy reasonable additional charges for the processing of the Charge-back / Payment Reversal in addition to actual costs of the same.

6. Any negative balance in the Customers Advance Account shall become immediately payable

7. Parent shall have the right to initiate any legal proceedings against the Customer to recover any such liabilities.

### 3. **PRICING TERMS**

1. All pricing in this Agreement as well as every Customer Product Agreement Extension refers to the price at which the Customer may Purchase the corresponding Parent Product. This is excluding taxes, surcharges or any other costs.

2. Parent may at any time change the price of any Parent Product with reasonable notification to the Customer.

### 4. **REFUNDS AND REIMBURSEMENT TERMS**

1. All Clear Balance pending in the Advance Account maybe reimbursed fully to the Customer, on request of the Customer. Such Request must be sent to Parent in the manner prescribed by Parent.

2. All bank charges applicable and a reasonable processing fee will be deducted from this amount. All Refunds and Reimbursements will take up to 14 Business Days from the date of receipt of the request, to process.

3. Parent will not be responsible for any differences in the reimbursement amount due to Fluctuation in International Currency rates. Parent will determine in its sole discretion appropriate conversion rates for currency exchange

4. Parent will not refund any amount that has already been debited to the Customers Advance Account under any circumstances

Registrar Registrant Agreement for Domain Names [This represents the Registrar Registrant Agreement for Domain Registration]

## **Agreement**

### DOMAIN REGISTRANT AGREEMENT

This Domain Registrant Agreement (hereinafter referred to as the "Agreement") between you ("you", "your" or "Registrant") and the Registrar of the Domain Name, or .NAME Defensive Registration, or .NAME Mail Forward (the "Order") that you have registered/reserved through or transferred to Registrar, sets forth the terms and conditions of Registrar's domain name registration service and other associated services as described herein.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you", "your" and "Registrant" shall refer to such entity.

This Agreement explains our obligations to you, and your obligations to us in relation to each Domain Name, or .NAME Defensive Registration, or .NAME Mail Forward that you have registered/reserved through or transferred to Registrar ("Order"), directly or indirectly, whether or not you have been notified about Registrar.

This Agreement will become effective when the term of your Order begins with Registrar and will remain in force until the Order remains as an active Order with Registrar. Registrar may elect to accept or reject the Order application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for a prohibited Order.

WHEREAS, Registrar is authorized to provide Internet registration and management services for second-level domain names within .COM, .NET, .ORG, .BIZ, .INFO, .NAME and .US top level domains and .NAME Defensive Registrations and .NAME Mail Forwards;

AND WHEREAS, the Registrant is the Owner of a registration of a second-level domain name ("the SLD") in any of the .COM, .NET, .ORG, .BIZ, .INFO, .NAME and .US top level domain ("the TLD") or a .NAME Defensive Registration or a .NAME Mail Forward registered through Registrar, directly or indirectly;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registrar and the Registrant, intending to be legally bound, hereby agree as follows:

## 1. DEFINITIONS

1. "Business Day" refers to a working day between Mondays to Friday excluding all Public Holidays.
2. "Communications" refers to date, time, content, including content in any link, of all oral / transmitted / written communications / correspondence between Registrar, and the Registrant, and any Artificial Juridical Person, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity acting on their behalf.
3. "Customer" refers to the customer of the Order as recorded in the OrderBox Database
4. "OrderBox" refers to the set of Servers, Software, Interfaces, Registrar Products and API that is provided for use directly or indirectly under this Agreement by Registrar and/or its Service Providers.
5. "OrderBox Database" is the collection of data elements stored on the OrderBox Servers.
6. "OrderBox Servers" refer to Machines / Servers that Registrar or its Service Providers maintain to fulfill services and operations of the OrderBox
7. "OrderBox User" refers to the Customer and any Agent, Employee, Contractee of the Customer or any other Legal Entity, that has been provided access to the "OrderBox" by the Customer, directly or indirectly.
8. "Registrar" refers to the Registrar of record as shown in a Whois Lookup for the corresponding Order at the corresponding Registry Operator
9. "Registrar Products" refer to all Products and Services of Registrar which it has provided/rendered/sold, or is providing/rendering/selling.
10. "Registrar Servers" refer to web servers, Mailing List Servers, Database Servers, OrderBox Servers, Whois Servers and any other Machines / Servers that Registrar or its Service Providers Operate, for the OrderBox, the Registrar Website, the Registrar Mailing Lists, Registrar Products and any other operations required to fulfill services and operations of Registrar.
11. "Registrar Website" refers to the website of registrar
12. "Registry Operator" refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that is involved in the management of any portion of the registry of the TLD, including but not limited to policy formation, technical management, business relationships, directly or indirectly as an appointed contractor;
13. "Resellers" - The Registrant may purchase the Order through a reseller, who in turn may purchase the same through a reseller and so on (collectively known as the "Resellers")
14. "Service Providers" refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that the Customer and/or Registrar and/or Service Providers (recursively) may, directly or indirectly, Engage / Employ / Outsource / Contract for the fulfillment / provision / purchase of Registrar Products, OrderBox, and any other services and operations of Registrar.
15. "Whois" refers to the public service provided by Registrar and Registry Operator whereby anyone may obtain certain information associated with the Order through a "Whois Lookup"
16. "Whois Record" refers to the collection of all data elements of the Order, specifically its Registrant Contact Information, Administrative Contact Information, Technical Contact Information, Billing Contact Information, Nameservers if any, its Creation and Expiry dates, its Registrar and its current Status in the Registry.

## 2. OBLIGATIONS OF THE REGISTRANT

1. The Registrant agrees to provide, maintain and update, current, complete and accurate information of the Whois Record and all the data elements about the Order in the OrderBox Database during the term of the Order. Registrant agrees that provision of inaccurate or unreliable information, and/or Registrant's failure to promptly update information, or non-receipt of a response for over five (5) calendar days to inquiries sent to the email address of the Registrant or any other contact listed for the Order in the OrderBox database concerning the accuracy of contact information associated with the Order shall be constituted as a breach of this Agreement and a basis for freezing, suspending, or deleting that Order
2. The Registrant acknowledges that in the event of any dispute and/or discrepancy concerning the data elements of the Order in the OrderBox Database, the data element in the OrderBox Database records shall prevail.
3. The Registrant acknowledges that the authentication information for complete control and management of the Order will be accessible to the Registry Operator, Service Providers, Resellers and the Customer. Any modification to the Order by the

Resellers, Customer or Service Providers will be treated as if it is authorized by the Registrant directly. Registrar is not responsible for any modification to the Order by the Customer, Resellers, Registry Operator, or Service Providers.

4. The Registrant acknowledges that all communication about the Order will be only done with the Customer or the Resellers of the Order. Registrar is not required to, and may not directly communicate with the Registrant during the entire term of the Order.

5. The Registrant shall comply with all terms or conditions established by Registrar, Registry Operator and/or Service Providers from time to time.

6. The Registrant must comply with all applicable terms and conditions, standards, policies, procedures, and practices laid down by ICANN and the Registry Operator.

7. During the term of this Agreement and for three years thereafter, the Registrant shall maintain the following records relating to its dealings with Registrar, Resellers and their Agents or Authorized Representatives: -

1. In electronic, paper or microfilm form, all written communications with respect to the Order.
2. In electronic form, records of the accounts of the Order, including dates and amounts of all payments, discount, credits and refunds.

The Registrant shall make these records available for inspection by Registrar upon reasonable notice not exceeding 14 days.

### **3. REPRESENTATIONS AND WARRANTIES**

Registrar and Registrant represent and warrant that: -

1. they have all requisite power and authority to execute, deliver and perform their obligations under this Agreement;
2. This Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding obligation, enforceable against Registrant and Registrar in accordance with its terms;
3. The execution, delivery, and performance of this Agreement and the consummation by Registrar and the Registrant of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate: -
  1. any provision of law, rule, or regulation;
  2. any order, judgment, or decree;
  3. any provision of corporate by-laws or other documents; or
  4. any agreement or other instrument.
4. the execution, performance and delivery of this Agreement has been duly authorized by the Registrant and Registrar;
5. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made in connection with the execution, delivery, and performance of this Agreement or the taking of any other action contemplated hereby;

The Registrant represents and warrants that:

1. the Registrant has read and understood every clause of this Agreement
2. the Registrant has independently evaluated the desirability of the service and is not relying on any representation agreement, guarantee or statement other than as set forth in this agreement; and
3. the Registrant is eligible, to enter into this Contract according to the laws of his country

### **4. RIGHTS OF REGISTRAR, REGISTRY OPERATOR AND SERVICE PROVIDERS**

1. Registrar, Service Providers and Registry Operator may change any information, of the Order, or transfer the Order to another Registrant, or transfer the Order to another Customer, upon receiving any authorization from the Registrant, or the Customer, or Resellers as maybe prescribed by Registrar from time to time.
2. Registrar, Service Providers and Registry Operator may provide/send any information, about the Registrant, and the Order including Authentication information

1. to the Registrant

2. to any authorised representative, agent, contractee, employee of the Registrant upon receiving authorization in any form as maybe prescribed by Registrar from time to time

3. to the Customer, Resellers, Service Providers and Registry Operator

4. to anyone performing a Whois Lookup for the Order

3. Registrar in its own discretion can at any point of time with reasonable notification temporarily or permanently cease to sell any Registrar Products

4. Registrar and the Registry Operator, in their sole discretion, expressly reserve the right to deny any Order or cancel an Order within 30 days of processing the same. In such case Registrar may refund the fees charged for the Order, after deducting any processing charges for the same.

5. Registrar, Registry Operator and Service Providers, in their sole discretion, expressly reserve the right to without notice or refund, delete, suspend, deny, cancel, modify, take ownership of or transfer the Order, or to modify, upgrade, suspend, freeze OrderBox, in order to recover any Payment from the Registrant, Customer or Resellers, for any service rendered by Registrar including services rendered outside the scope of this agreement, or to correct mistakes made by Registrar, Registry Operator or Service Providers in processing or executing the Order, or in case of any breach of this Agreement, or in case Registrar learns of a possibility of breach or violation of this Agreement which Registrar in its sole discretion determines to be appropriate, or in case of Termination of this agreement, or if Registrar learns of any such event which Registrar reasonably determines would lead to Termination of this Agreement or would constitute as Breach thereof, or to protect the integrity and stability of the Registrar Products, OrderBox, and the Registry or to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution process, or in accordance/compliance with any agreements executed by Registrar including but not limited to agreements with Service Providers, and/or Registry Operator, and/or Customers and/or Resellers, or to avoid any liability, civil or criminal, on the part of Registrar and/or Service Providers, and/or the Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, or if the Registrant and/or Agents or any other authorized representatives of the Registrant violate any applicable laws/government rules, including but not limited to, intellectual property, copyright, patent, anti-spam, or Registrar learns of the possibility of any such violation or upon appropriate authorization (what constitutes appropriate authorization is at the sole discretion of Registrar) from the Registrant or Customer or Reseller or their authorized representatives, or if Registrar, Registry Operator or Service Providers in their sole discretion determine that the information associated with the Order is inaccurate, or has been tampered with, or has been modified without authorization, or if Registrar or Service Providers in their sole discretion determine that the ownership of the Order should belong to another entity, or if Reseller/Customer/Registrant does not comply with any applicable terms and conditions, standards, policies, procedures, and practices laid down by Registrar, Service Providers, ICANN, the Registrar, the Registry Operator or for any appropriate reason. Registrar or Registry Operator, also reserve the right to freeze the Order during resolution of a dispute. The Registrant agrees that Registrar, Registry Operator and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Registrar, Registry Operator and Service Providers, are not liable for loss or damages that may result from any of the above.

6. Registrar and Service Providers can choose to redirect an Order to any IP Address including, without limitation, to an IP address which hosts a parking page or a commercial search engine, if an Order has expired, or is suspended, or does not contain valid Name Servers to direct it to any destination.

7. Registrar and Registry Operator has the right to rectify any mistakes in the data in the OrderBox Database with retrospective effect.

## 5. **DISPUTE PROCESS**

The Registrant agrees that, if the use of the Order is challenged by a third party, the Registrant will be subject to the provisions of the appropriate Dispute policy for that Order as mentioned in the appropriate Appendix in effect at the time of the dispute. The Registrant agrees that in the event a dispute arises with any third party, the Registrant will indemnify and hold Registrar, Registry Operator (VeriSign/ NeuLevel/ NeuStar/ Afiliias/ Public Interest Registry) and Service Providers harmless in all circumstances, and that Registrar, Registry Operator and Service Providers will have no liability of any kind for any loss or liability resulting from any such dispute, including the decision and final outcome of such dispute. If a complaint has been filed with a judicial or administrative body regarding the Registrant's use of the Order, the Registrant agrees not to make any changes to the Order without Registrar's prior approval. Registrar may not allow the Registrant to make changes to such Order until:

1. Registrar is directed to do so by the judicial or administrative body, or

2. Registrar receives notification, in a manner prescribed by Registrar from time to time, by the Registrant and the other party contesting the Registrant registration or use of the Order, that the dispute has been settled.

## 6. **TERM OF AGREEMENT / RENEWALS**

1. The term of this Agreement shall continue until the registrant of the Order in the OrderBox database continues to be the Registrant and the Order continues to exist and the Order Registration term continues to exist.

2. Registrant acknowledges that it is the Registrant's responsibility to keep records and maintain reminders regarding the expiry of any Order. As a convenience to the Registrant, and not as a binding commitment, we may notify the Customer, via an email message sent to the contact information associated with the Customer in the OrderBox database, about the expiry of the Order. Should renewal fees go unpaid for an Order, the Order will expire.

3. Registrant acknowledges that after expiration of the term of an Order, Registrant has no rights on such Order, or any information associated with such Order, and that ownership of such Order now passes on to the Registrar. Registrar and Service Providers may make any modifications to said Order or any information associated with said Order. Registrar and Service Providers may intercept any network/communication requests to such Order and process them in any manner in their sole discretion. Registrar and Service Providers may choose to monetize such requests in any fashion at their sole discretion. Registrar and Service Providers may choose to display any appropriate message, and/or send any response to any user making a network/communication request, for or concerning said Order. Registrar and Service Providers may choose to delete said Order at anytime after expiry upon their sole discretion.

4. Registrar at its sole discretion may allow the renewal of the Order after Order expiry, and such renewal term will start as on the date of expiry of the Order, unless otherwise specified. Such process may be charged separately. Such renewal after the expiry of the Order may not result in exact reinstatement of the Order in the same form as it was prior to expiry.

5. Registrar makes no guarantees about the number of days, after deletion of an Order, after which the same Order will once again become available for purchase

6. This Agreement shall terminate immediately in the event

1. Registrar's contract with the Service Providers for the fulfillment of such Order is terminated or expires without renewal

2. Registrar's contract with the Registry Operator is terminated or expires without renewal

3. Registry Operator ceases to be the Registry Operator for the particular TLD

4. of Registrant-Registrant Transfer as per Section 8

5. of Registrar-Registrar Transfer as per Section 9

7. Upon Termination of this Agreement, Registrar may delete/suspend/transfer/modify the Order and suspend OrderBox Users' access to the OrderBox with immediate effect, upon the sole discretion of Registrar

8. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms, unless specified otherwise. The Registrant however shall be liable for any damage arising from any breach by it of this Agreement.

## **7. FEES / RENEWAL**

Payment of fees shall be governed as per the Payment Terms and Conditions set out in Appendix 'C'

## **8. REGISTRANT - REGISTRANT TRANSFER**

1. Registrar may transfer the Order of the Registrant to another registrant under the following circumstances: -

1. Authorization from the Registrant and/or their Agent or Authorized Representative in a manner prescribed by Registrar from time to time;

2. Authorization from the Customer and/or the Reseller in a manner prescribed by Registrar

3. On receiving orders from a competent Court or Law Enforcement Agency;

4. For fulfillment of a decision in a domain dispute resolution

5. Breach of Contract;

6. Termination of this Agreement;

7. Registrar learns of any such event, which Registrar reasonably determines would lead to Termination of this Agreement, or would constitute as Breach thereof.

2. In the above circumstances the Registrant shall extend full cooperation to Registrar in transferring the Order of the Registrant to another registrant including without limitation, handing over all data required to be stored by the Registrant as per Section 3(5), and complying with all requirements to facilitate a smooth transfer.

3. The Registrant's Order may not be transferred until Registrar receives such written assurances or other reasonable assurance that the new registrant has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by Registrar in its sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determined by Registrar in its sole discretion) to the terms and conditions in this Agreement, any such transfer may be considered by Registrar as null and void in its sole discretion.

## **9. REGISTRAR-REGISTRAR TRANSFER**

1. The Registrant acknowledge and agree that during the first 60 days after initial registration of the Order, or after expiration of the Order the Registrant will not be able to transfer the Order to another Registrar.

2. The Registrant agrees to provide authorization to Registrar for the transfer of the Order to another Registrar. Registrar, in its sole discretion will determine, if such authorization is adequate to allow the Transfer.

3. The Registrant's request to transfer to another Registrar may be denied in situations described in this Agreement including, but not limited to:

1. a dispute over the identity of the domain name holder;
2. bankruptcy; and default in the payment of any fees.
3. any pending dues from the Customer or Resellers' or Registrant for any services rendered, whether under this agreement or otherwise
4. any pending Domain Dispute Resolution process with respect to the Order
5. if the Order has been locked or suspended by the Customer or Resellers

4. Registrar may at its sole discretion lock or suspend the Order to prevent a Domain Transfer

## **10. LIMITATION OF LIABILITY**

IN NO EVENT WILL REGISTRAR, REGISTRY OPERATOR OR SERVICE PROVIDERS OR CONTRACTORS OR THIRD PARTY BENEFICIARIES BE LIABLE TO THE REGISTRANT FOR ANY LOSS OF REGISTRATION AND USE OF THE ORDER, OR FOR INTERRUPTIONS OF BUSINESS, OR ANY SPECIAL, INDIRECT, ANCILLARY, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF REGISTRAR AND/OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REGISTRAR FURTHER DISCLAIMS ANY AND ALL LOSS OR LIABILITY RESULTING FROM, BUT NOT LIMITED TO:

1. LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF AUTHENTICATION INFORMATION;
2. LOSS OR LIABILITY RESULTING FROM FORCE MAJEURE EVENTS AS STATED IN SECTION 21 OF THIS AGREEMENT;
3. LOSS OR LIABILITY RESULTING FROM ACCESS DELAYS OR ACCESS INTERRUPTIONS;
4. LOSS OR LIABILITY RESULTING FROM NON-DELIVERY OF DATA OR DATA MISS-DELIVERY;
5. LOSS OR LIABILITY RESULTING FROM ERRORS, OMISSIONS, OR MISSTATEMENTS IN ANY AND ALL INFORMATION OR REGISTRAR PRODUCT(S) PROVIDED UNDER THIS AGREEMENT;
6. LOSS OR LIABILITY RESULTING FROM THE INTERRUPTION OF SERVICE.

If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against Registrar by the Registrant, then in no event will the liability of Registrar exceed actual amount received by Registrar for the Order minus direct expenses incurred with respect to the Order.

REGISTRANT ACKNOWLEDGES THAT THE CONSIDERATION RECEIVED BY REGISTRAR IS BASED IN PART UPON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL THE LIABILITY OF REGISTRAR RELATING TO THIS AGREEMENT EXCEED TOTAL AMOUNT RECEIVED BY REGISTRAR IN RELATION TO THE ORDER.

## **11. INDEMNIFICATION**

1. The Registrant, at its own expense, will indemnify, defend and hold harmless, Registrar, Service Provider, Registry Operator (VeriSign/ NeuLevel/ NeuStar/ Afiliias/ Public Interest Registry), Resellers and the contactors, employees, directors, officers, representatives, agents and affiliates, of Registrar, Registry Operator(VeriSign/ NeuLevel/ NeuStar/ Afiliias/ Public Interest Registry), Service Providers, and Resellers against any claim, suit, action, or other proceeding brought against them based on or arising from any claim or alleged claim, of third parties relating to or arising under this Agreement, Registrar Products provided hereunder, or any use of the Registrar Products, including without limitation:-

1. infringement by the Registrant, or someone else using a Registrar Product with the Registrant's computer, of any intellectual property or other proprietary right of any person or entity
2. arising out of any breach by the Registrant of this Agreement.
3. arising out of, or related to, the Order or use of the Order

However, that in any such case Registrar may serve either of the Registrant with notice of any such claim and upon their written request, Registrar will provide to them all available information and assistance reasonably necessary for them to defend such claim, provided that they reimburse Registrar for its actual costs.

2. The Registrant will not enter into any settlement or compromise of any such indemnifiable claim without Registrar's prior written consent, which shall not be unreasonably withheld.
3. The Registrant will pay any and all costs, damages, and expenses, including, but not limited to, actual attorneys' fees and costs awarded against or otherwise incurred by Registrar in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

## **12. INTELLECTUAL PROPERTY**

Subject to the provisions of this Agreement, each Party will continue to independently own his/her/its intellectual property, including all patents, trademarks, trade names, domain names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Any improvements to existing intellectual property will continue to be owned by the Party already holding such intellectual property.

Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by Registrar to the Registrant, or by any disclosure of any Confidential Information to the Registrant under this Agreement.

Registrant shall further ensure that the Registrant does not infringe any intellectual property rights or other rights of any person or entity, or does not publish any content that is libelous or illegal while using services under this Agreement. Registrant acknowledges that Registrar cannot and does not check to see whether any service or the use of the services by the Registrant under this Agreement, infringes legal rights of others.

## **13. OWNERSHIP AND USE OF DATA**

1. You agree and acknowledge that Registrar owns all data, compilation, collective and similar rights, title and interests worldwide in the OrderBox Database, and all information and derivative works generated from the OrderBox Database.
2. Registrar, Service Providers and the Registry Operator and their designees/agents have the right to backup, copy, publish, disclose, use, sell, modify, process this data in any form and manner as maybe required for compliance of any agreements executed by Registrar, or Registry Operator or Service Providers, or in order to fulfill services under this Agreement, or for any other appropriate reason.

## **14. DELAYS OR OMISSIONS; WAIVERS**

No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing.

## **15. RIGHT TO SUBSTITUTE UPDATED AGREEMENT**

1. During the period of this Agreement, the Registrant agrees that Registrar may: -

1. revise the terms and conditions of this Agreement; and

2. change the services provided under this Agreement

2. Registrar, or the Registry Operator or any corresponding/designated policy formulating body may revise ANY of the Dispute policies, and eligibility criterias set forth in the various appendices as well as in any of the external URLs referenced within the appendices

3. Any such revision or change will be binding and effective immediately on posting of the revision on the Registrar Website or the corresponding URL referenced in this Agreement

4. The Registrant agrees to review the Registrar Website and all other URLs referenced in this Agreement, periodically, to be aware of any such revisions

5. The Registrant agrees that, continuing use of the services under this Agreement following any revision, will constitute as an acceptance of any such revisions or changes

6. The Registrant acknowledges that if the Registrant does not agree to any such modifications, the Registrant may terminate this Agreement within 30 days of such revision. In such circumstance Registrar will not refund any fees paid by the Registrant.

## **16. PUBLICITY**

The Registrant shall not create, publish, distribute, or permit any written / Oral / electronic material that makes reference to us or our Service Providers or uses any of Registrar's registered Trademarks / Service Marks or our Service Providers' registered Trademarks / Service Marks without first submitting such material to us and our Service Providers and receiving prior written consent.

The Registrant gives Registrar the right to use the Registrant names in marketing / promotional material with regards to Registrar Products to Visitors to the Registrar Website, Prospective Clients and existing and new customers.

## **17. TAXES**

The Registrant shall be responsible for sales tax, consumption tax, transfer duty, custom duty, octroi duty, excise duty, income tax, and all other taxes and duties, whether international, national, state or local, however designated, which are levied or imposed or may be levied or imposed, with respect to this Agreement and the Registrar Products.

## **18. FORCE MAJEURE**

Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, riot, war or military operations, national or local emergency, acts or directives or omissions of government or other competent authority, compliance with any statutory obligation or executive order, strike, lock-out, work stoppage, industrial disputes of any kind (whether or not involving either party's employees), any Act of God, fire, lightning, explosion, flood, earthquake, eruption of volcano, storm, subsidence, weather of exceptional severity, equipment or facilities breakages / shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of non performance as soon as possible.

## **19. ASSIGNMENT / SUBLICENSE**

Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and assigns of the Parties; provided, however, that any such successor or assign be permitted pursuant to the Articles, Bylaws or policies of Registrar.

The Registrant shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person/s except as provided for in Section 8 (REGISTRANT - REGISTRANT TRANSFER) or with the prior written consent of Registrar.

Registrant agrees that if Registrant licenses the use of the Order to a third party, the Registrant nonetheless remains the Registrant of record, and remains responsible for all obligations under this Agreement.

## **20. NO GUARANTY**



The Registrant acknowledges that registration or reservation of the Order does not confer immunity from objection to the registration, reservation, or use of the Order.

## 21. **DISCLAIMER**

THE ORDERBOX, REGISTRAR SERVERS, OrderBox Servers, Registrar Website AND ANY OTHER SOFTWARE / API / SPECIFICATION / DOCUMENTATION / APPLICATION SERVICES IS PROVIDED ON "AS IS" AND "WHERE IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND.

REGISTRAR AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES AND / OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS AND QUALITY/AVAILABILITY OF TECHNICAL SUPPORT.

REGISTRAR AND SERVICE PROVIDERS ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY AFFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY IN CONNECTION WITH YOUR ACCESS TO, USE OF, ORDERBOX OR BY ACCESSING REGISTRAR SERVERS. WITHOUT LIMITING THE FOREGOING, REGISTRAR AND SERVICE PROVIDERS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT (A) ANY INFORMATION/DATA/DOWNLOAD AVAILABLE ON OR THROUGH ORDERBOX OR REGISTRAR SERVERS WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES OR ANYTHING ELSE MANIFESTING DESTRUCTIVE PROPERTIES; OR (B) THE INFORMATION AVAILABLE ON OR THROUGH THE ORDERBOX/REGISTRAR SERVERS WILL NOT CONTAIN ADULT-ORIENTED MATERIAL OR MATERIAL WHICH SOME INDIVIDUALS MAY DEEM OBJECTIONABLE; OR (C) THE FUNCTIONS OR SERVICES PERFORMED BY REGISTRAR AND SERVICE PROVIDERS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE ORDERBOX WILL BE CORRECTED; OR (D) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR (E) THE SERVICES PROVIDED UNDER THIS AGREEMENT OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA. OR (F) YOU WILL RECEIVE NOTIFICATIONS, REMINDERS OR ALERTS FOR ANY EVENTS FROM THE SYSTEM INCLUDING BUT NOT LIMITED TO ANY MODIFICATION TO YOUR ORDER, ANY TRANSACTION IN YOUR ACCOUNT, ANY EXPIRY OF AN ORDER

REGISTRAR AND SERVICE PROVIDERS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SUITABILITY OF THE INFORMATION AVAILABLE OR WITH RESPECT TO ITS LEGITIMACY, LEGALITY, VALIDITY, QUALITY, STABILITY, COMPLETENESS, ACCURACY OR RELIABILITY. REGISTRAR AND SERVICE PROVIDERS DO NOT ENDORSE, VERIFY OR OTHERWISE CERTIFY THE CONTENT OF ANY SUCH INFORMATION. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSIONS, AS TO IMPLIED WARRANTIES, MAY NOT APPLY TO YOU.

FURTHERMORE, REGISTRAR NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE ORDERBOX, ORDERBOX SERVERS, REGISTRAR WEBSITE AND ANY OTHER SOFTWARE / API / SPECIFICATION / DOCUMENTATION / APPLICATION SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

## 22. **JURISDICTION & ATTORNEY'S FEES**

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of India applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in Mumbai High Court or Court sub-ordinate to it, situated in Mumbai. Registrar reserves the right to enforce the law in the Country/State/District where the Registered/Corporate/Branch Office, or Place of Management/Residence of the Registrant is situated as per the laws of that Country/State/District.

If any legal action or other legal proceeding relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

## 23. **MISCELLANEOUS**

1. Any reference in this Agreement to gender shall include all genders, and words importing the singular number only shall include the plural and vice versa.
2. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein.
3. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation through mutual understanding or a mutually acceptable Arbitrator.
4. This Agreement shall inure to the benefit of and be binding upon Registrar and the Registrant as well as all respective successors and permitted assigns.

5. Survival: In the event of termination of this Agreement for any reason, Sections 1, 2, 4, 5, 6, 7, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 9, 10, 11, 12, 13, 14, 16, 17, 18, 21, 22, 23, 23(3), 23(5), 23(7), 23(11), 24(2) and all of Appendix A, and all Sections of Appendix B shall survive.

6. This Agreement does not provide and shall not be construed to provide third parties (i.e. non-parties to this Agreement), with any remedy, claim, and cause of action or privilege against Registrar.

7. The Registrant, Registrar, its Service Providers, Registry Operator, Resellers, and Customer are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, and sales representative or employment relationship between the parties.

8. Further Assurances: Each Party hereto shall execute and/or cause to be delivered to the other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated / carried out, by / as a result of, this Agreement.

9. Construction: The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

10. Entire Agreement; Severability: This Agreement, which includes Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, Appendix H constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

11. The division of this Agreement into Sections, Subsections, Appendices, Extensions and other Subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be used in the construction or interpretation of this Agreement.

12. This agreement may be executed in counterparts.

13. Language. All notices, designations, and specifications made under this Agreement shall be made in the English Language only.

14. Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Mumbai, India (IST) i.e. GMT+5:30

## 24. **BREACH**

In the event that Registrar suspects breach of any of the terms and conditions of this Agreement:

1. Registrar can immediately, without any notification and without assigning any reasons, suspend / terminate the Registrants access to the OrderBox Server.

2. The Registrant will be immediately liable for any damages caused by any breach of any of the terms and conditions of this Agreement.

3. Registrar can immediately, without any notification and without assigning any reasons, delete / suspend / terminate / freeze the Order.

## 25. **NOTICE**

1. Any notice or other communication required or permitted to be delivered to Registrar under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered when delivered to contact address specified on the Registrar Website by registered mail or courier. Any communication shall be deemed to have been validly and effectively given, on the date of receiving such communication, if such date is a Business Day and such delivery was made prior to 17:30 (Indian Standard Time) and otherwise on the next Business Day.

2. Any notice or other communication required or permitted to be delivered to the Registrant under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered, given and received when delivered to contact address of the Registrant in the OrderBox Database.

3. Any notice or other communication to be delivered to any party via email under this agreement shall be deemed to have been properly delivered if sent in case of Registrar to its Legal Contact mentioned on the Registrar Website and in case of the Registrant to their respective email address in the OrderBox Database.

## **APPENDIX 'A'**

### TERMS AND CONDITIONS OF OrderBox USAGE

This Appendix A covers the terms of access to the OrderBox. Any violation of these terms will constitute a breach of agreement, and grounds for immediate termination of this Agreement.

#### 1. ACCESS TO OrderBox

1. Registrar may in its ABSOLUTE and UNFETTERED SOLE DISCRETION, temporarily suspend OrderBox Users' access to the OrderBox in the event of significant degradation of the OrderBox, or at any time Registrar may deem necessary.

2. Registrar may in its ABSOLUTE and UNFETTERED SOLE DISCRETION make modifications to the OrderBox from time to time.

3. Access to the OrderBox is controlled by authentication information provided by Registrar. Registrar is not responsible for any action in the OrderBox that takes place using this authentication information whether authorized or not.

4. Registrar is not responsible for any action in the OrderBox by a OrderBox User

5. OrderBox User will not attempt to hack, crack, gain unauthorized access, misuse or engage in any practice that may hamper operations of the OrderBox including, without Limitation temporary / permanent slow down of the OrderBox, damage to data, software, operating system, applications, hardware components, network connectivity or any other hardware / software that constitute the OrderBox and architecture needed to continue operation thereof.

6. OrderBox User will not send or cause the sending of repeated unreasonable network requests to the OrderBox or establish repeated unreasonable connections to the OrderBox. Registrar will in its ABSOLUTE and UNFETTERED SOLE DISCRETION decide what constitutes as a reasonable number of requests or connections.

7. OrderBox User will take reasonable measures and precautions to ensure secrecy of authentication information.

8. OrderBox User will take reasonable precautions to protect OrderBox Data from misuse, unauthorized access or disclosure, alteration, or destruction.

9. Registrar shall not be responsible for damage caused due to the compromise of your Authentication information in any manner OR any authorized/unauthorized use of the Authentication Information.

10. Registrar shall not be liable for any damages due to downtime or interruption of OrderBox for any duration and any cause whatsoever.

11. Registrar shall have the right to temporarily or permanently suspend access of a OrderBox User to the OrderBox if Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION suspects misuse of the access to the OrderBox, or learns of any possible misuse that has occurred, or will occur with respect to a OrderBox User.

12. Registrar and Service Providers reserve the right to, in their sole discretion, reject any request, network connection, e-mail, or message, to, or passing through, OrderBox

#### 2. Terms of USAGE OF OrderBox

1. Registrant, or its contractors, employees, directors, officers, representatives, agents and affiliates and OrderBox Users, either directly or indirectly, shall not use or permit use of the OrderBox, directly or indirectly, in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose, or to promote adult-oriented or "offensive" material, or related to any unsolicited bulk e-mail directly or indirectly (such as by referencing an OrderBox provided service within a spam email or as a reply back address), or related to ANY unsolicited marketing efforts offline or online, directly or indirectly, or in a manner injurious to Registrar, Registry Operator, Service Providers or their Resellers, Customers, or their reputation, including but not limited to the following -

1. Usenet spam (off-topic, bulk posting/cross-posting, advertising in non-commercial newsgroups, etc.)

2. Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 2-3) or posting of articles which are off-topic (i.e., off-topic according to the newsgroup charter or the article provokes complaints from the readers of the newsgroup for being off-topic)

3. Sending unsolicited mass e-mails (i.e., to more than 10 individuals, generally referred to as spamming) which provokes complaints from any of the recipients; or engaging in spamming from any provider
4. Offering for sale or otherwise enabling access to software products that facilitate the sending of unsolicited e-mail or facilitate the assembling of multiple e-mail addresses ("spamware")
5. Advertising, transmitting, linking to, or otherwise making available any software, program, product, or service that is designed to violate these terms, including but not limited to the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software
6. Harassment of other individuals utilizing the Internet after being asked to stop by those individuals, a court, a law-enforcement agency and/or Registrar
7. Impersonating another user or entity or an existing company/user/service or otherwise falsifying one's identity for fraudulent purposes in e-mail, Usenet postings, on IRC, or with any other Internet service, or for the purpose of directing traffic of said user or entity elsewhere
8. Using OrderBox services to point to or otherwise direct traffic to, directly or indirectly, any material that, in the sole opinion of Registrar, is associated with spamming, bulk e-mail, e-mail harvesting, warez (or links to such material), is in violation of copyright law, or contains material judged, in the sole opinion of Registrar, to be threatening or obscene or inappropriate
9. Using OrderBox directly or indirectly for any of the below activities activities:
  1. Transmitting Unsolicited Commercial e-mail (UCE)
  2. Transmitting bulk e-mail
  3. Being listed, or, in our sole opinion is about to be listed, in any Spam Blacklist or DNS Blacklist
  4. Posting bulk Usenet/newsgroup articles
  5. Denial of Service attacks of any kind
  6. Excessive use of any web service obtained under this agreement beyond reasonable limits as determined by the Registrar in its sole discretion
  7. Copyright or trademark infringement
  8. Unlawful or illegal activities of any kind
  9. Promoting net abuse in any manner (providing software, tools or information which enables, facilitates or otherwise supports net abuse)
  10. Causing lossage or creating service degradation for other users whether intentional or inadvertent.
2. Registrar in its sole discretion will determine what constitutes as violation of appropriate usage including but not limited to all of the above.
3. Data in the OrderBox Database cannot be used for any purpose other than those listed below, except if explicit written permission has been obtained from Registrar: -
  1. To perform services contemplated under this agreement; and
  2. To communicate with Registrar on any matter pertaining to Registrar or its services
4. Data in the OrderBox Database cannot specifically be used for any purpose listed below :-
  1. Mass Mailing or SPAM; and
  2. Selling the data

## **APPENDIX 'B'**

### **PAYMENT TERMS AND CONDITIONS**

1. Registrar will accept payment for the Order from the Customer or Resellers

2. In the event that a payment made via Credit Card or the payment instrument sent by the Customer or Reseller bounces due to Lack of Funds or any other Reason, then

1. Registrar may immediately suspend OrderBox Users' access to the OrderBox
2. Registrar has the right to terminate this agreement with immediate effect and without any notice.
3. Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION may delete, suspend, deny, cancel, modify, take ownership of or transfer any or all of the Orders placed of the Registrant as well as stop / suspend / delete / transfer any Orders currently being processed.
4. Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION may Transfer all Orders placed by the Registrant to another Customer, or under Registrar's account.
5. Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION may levy reasonable additional charges for the processing of the Charge-back / Payment Reversal in addition to actual costs of the same.
6. Registrar shall have the right to initiate any legal proceedings against the Registrant to recover any such liabilities.

## **APPENDIX 'C'**

### **.COM/.NET/.ORG SPECIFIC CONDITIONS**

If the Order is a .COM/.NET/.ORG domain name, the Registrant, must also agree to the following terms:

#### **1. PROVISION OF REGISTRATION DATA**

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

1. full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;
2. the primary nameserver and secondary nameserver(s), if any for the domain name;
3. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
4. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
5. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

#### **2. DOMAIN NAME DISPUTE POLICY.**

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

## **APPENDIX 'D'**

### **.BIZ SPECIFIC CONDITIONS**

If the Order is a .BIZ domain name, the Registrant, must also agree to the following terms:

#### **1. CONDITIONS FOR .BIZ REGISTRATIONS**

1. Registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .BIZ Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean 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 -

1. To exchange goods, services, or property of any kind;
2. In the ordinary course of trade or business; or

3. To facilitate:

1. the exchange of goods, services, information, or property of any kind; or,

2. the ordinary course of trade or business.

2. Registering a domain name solely for the purposes of

1. selling, trading or leasing the domain name for compensation, or

2. the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

## 2. CERTIFICATION FOR .BIZ REGISTRATIONS

1. As a .BIZ domain name Registrant, you hereby certify to the best of your knowledge that 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. For more information on the .BIZ restrictions, which are incorporated herein by reference, please see: <http://www.neulevel.com/countdown/registrationRestrictions.html>

2. The domain name Registrant has the authority to enter into the registration agreement

3. the registered domain name is reasonably related to the Registrant's business or intended commercial purpose at the time of registration.

## 3. PROVISION OF REGISTRATION DATA.

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

1. full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;

2. the primary nameserver and secondary nameserver(s), if any for the domain name;

3. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;

4. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;

5. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

## 4. DOMAIN NAME DISPUTE POLICY.

You agree to be bound by the dispute policies in the following documents that are incorporated herein and made a part of this Agreement by reference.

The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm>.

The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>

The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .BIZ domain name with any third party (other than Registry Operator or Registrar) over the registration or use of a .BIZ domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers.

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, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. 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.

## **APPENDIX 'E'**

### **.INFO DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .INFO domain name, the Registrant, must also agree to the following terms:

1. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) as laid out at <http://www.icann.org/udrp/udrp.htm> and comply with the requirements set forth by Afiliacorp for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are available at <http://www.afiliacorp.info>. These policies are subject to modification.

2. Registrant acknowledges that Afiliacorp, the registry operator for .INFO, 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:

1. the ability or inability of a registrant to obtain a Registered Name during these periods, and
2. the results of any dispute over a Sunrise Registration.

## **APPENDIX 'F'**

### **.NAME SPECIFIC CONDITIONS**

If the Order is a .NAME domain name, or a .NAME Email Forward, the Registrant, must also agree to the following terms:

#### **1..NAME REGISTRATION RESTRICTIONS**

Domain Name and Email Forward Registrations in the .NAME TLD must constitute an individual's "Personal Name". For purposes of the .NAME restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

#### **2..NAME CERTIFICATIONS**

As a .NAME domain name or Email Forward Registrant, you hereby certify to the best of your knowledge that the SLD is your Personal Name.

#### **3. PROVISION OF REGISTRATION DATA**

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes the information contained in the Whois directory, including:

1. full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;
2. the primary nameserver and secondary nameserver(s), if any for the domain name;
3. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
4. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
5. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

#### 4. **DISPUTE POLICY**

You agree to be bound by the dispute policies in the following documents that are incorporated herein and made a part of this Agreement by reference.

1. the Eligibility Requirements (the "Eligibility Requirements"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>;

2. the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>; and

3. the Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>

The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD email addresses will be granted on a first-come, first-served basis, except for registrations granted as a result of a dispute resolution proceeding or during the landrush procedures in connection with the opening of the Registry TLD. The following categories of Personal Name Registrations may be registered:

1. the Personal Name of an individual;
2. the Personal Name of a fictional character, if you have trademark or service mark rights in that character's Personal Name;
3. in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of your Personal Name so as to differentiate it from other Personal Names.

The ERDRP applies to challenges to

1. registered domain names and SLD email address registrations within .NAME on the grounds that a Registrant does not meet the Eligibility Requirements, and
2. to Defensive Registrations within .NAME.

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

#### 5. **.NAME EMAIL FORWARD ADDITIONAL CONDITIONS**

If the Order is a .NAME email forward, the Registrant, must also agree to the following additional terms and conditions:

1. You acknowledge that you are responsible for all use of Email Forwarding, including the content of messages sent through Email Forwarding.

2. You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and email usage.

3. Without prejudice to the foregoing, you undertake not to use Email Forwarding:

1. to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material;

2. to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network;

3. to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, willful attempts to overload another system or other forms of harassment; or

4. for spamming, which includes, but is not restricted to, the mass mailing of unsolicited email, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such a distribution list



4. Users are not permitted to provide false names or in any other way to pose as somebody else when using Email Forwarding.

5. Registry Operator reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry Operator's Email Forwarding.

6. On discontinuing Email Forwarding, Registry Operator is not obliged to store any contents or to forward unsent email to you or a third party.

## **APPENDIX 'G'**

### **.NAME DEFENSIVE REGISTRATIONS SPECIFIC CONDITIONS**

If the Order is a .NAME Defensive Registration, the Registrant, must also agree to the following terms:

#### **1. DEFENSIVE REGISTRATIONS**

Defensive Registrations allow owners of nationally registered marks to exclusively pre-register on the .NAME space and create a protective barrier for their trademarks. A "Defensive Registration" is a registration granted to a third party of a specific string on the second or third level, or of a specific set of strings on the second and third levels, which will not resolve within the domain name system but may prevent the registration of the same string(s) on the same level(s) by other third party applicants.

#### **2. PHASES OF DEFENSIVE REGISTRATIONS**

1. As a Defensive Registration Registrant ("Defensive Registrant"), you hereby certify to the best of your knowledge that for Phase I Defensive Registrations ("Phase I Defensive Registrants"), you own valid and enforceable trademark or service mark registrations having national effect that issued prior to April 16, 2001 for strings that are identical to the textual or word elements, using ASCII characters only, subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD. You understand that trademark or service mark registrations from the supplemental or equivalent Registry of any country, or from individual states or provinces of a nation, will not be accepted. Subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD, if a trademark or service mark registration incorporates design elements, the ASCII character portion of that mark may qualify to be a Phase I Defensive Registration.

2. Phase II Defensive Registrants may apply for a Defensive Registration for any string or combination of strings.

3. Defensive Registrants, whether Phase I or Phase II shall comply with the following Eligibility Requirements, available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>, the summary of which is as follows:

1. There are two levels of Defensive Registrations, each of which is subject to payment of a separate fee;
2. Multiple persons or entities may obtain identical or overlapping Defensive Registrations upon payment by each of a separate registration fee;
3. The Defensive Registrant must provide the information requested in Section 3(i) below;
4. A Defensive Registration will not be granted if it conflicts with a then-existing Personal Name Registration or other reserved word or string.

#### **3. PROVISION OF REGISTRATION DATA**

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. You must provide contact information, including name, email address, postal address and telephone number, for use in disputes relating to the Defensive Registration. You understand and agree that this contact information will be provided as part of the Whois record for the Defensive Registration. You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

In addition to the information provided in subsection (i) above, Phase I Defensive Registrants must also provide

1. the name, in ASCII characters, of the trademark or service mark being registered;
2. the date the registration issued;
3. the country of registration; and

4. the registration number or other comparable identifier used by the registration authority

#### 4. **DISPUTE POLICY**

If you registered a Defensive Registration, you agree that:

1. the Defensive Registration will be subject to challenge pursuant to the Eligibility Requirements Dispute Resolution Policy ("ERDRP");

2. if the Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registrant will pay the challenge fees; and

3. if a challenge is successful, then the Defensive Registration will be subject to the procedures described in Section 2(h) of Appendix L to the agreement of Global Name Registry ("Registry Operator") with the Internet Corporation for Assigned Names and Numbers ("ICANN"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>

4. if a Phase I Defensive Registration is successfully challenged on the basis that it did not meet the applicable Eligibility Requirements, the Defensive Registrant will thereafter be required to demonstrate, at its expense, that it meets the Eligibility Requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .NAME through any Registrar. In the event that the Defensive Registrant is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.

5. The ERDRP applies to, among other things, challenges to Defensive Registrations within .NAME and is available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>.

#### 5. **CONSENT**

Defensive Registrants may be asked to give their consent to allow individuals to share a part of their space. For example, if you have filed a Defensive Registration on PQR (which blocks out ANYSTRING.PQR.name and PQR.ANYSTRING.name), you may be asked to give consent to John Pqr to register JOHN.PQR.name if he can prove that PQR is his name. In such a circumstance, you will have five (5) days to respond to a request for consent.

#### **APPENDIX 'H'**

##### .US DOMAIN NAME SPECIFIC CONDITIONS

If the Order is a .NAME Defensive Registration, the Registrant, must also agree to the following terms:

#### 1. REPRESENTATIONS AND WARRANTIES

You represent and certify that, to the best of your knowledge and belief

1. neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party

2. you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder,

3. you have and shall continue to have a lawful bona fide U.S. Nexus as defined in the "usTLD Nexus Requirements" ,

4. you are of legal age to enter into this Agreement, and

5. you agree to comply with all applicable laws, regulations and policies of the usTLD Administrator.

#### 2. **PROVISION OF REGISTRATION DATA**

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

1. full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;

2. the primary nameserver and secondary nameserver(s), if any for the domain name;

3. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;

4. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;

5. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

6. any other data NeuStar, as the Registry, requires be submitted to it, including specifically information regarding the primary purpose for which a domain name is registered (e.g., business, education, etc.).

### 3. **GOVERNMENT USE OF DATA**

You understand and agree that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

### 4. **DOMAIN DISPUTE POLICY**

You agree to submit to proceedings under Domain Dispute policies set forth by Neustar. These policies are available at <http://www.neustar.us> and are hereby incorporated and made an integral part of this Agreement.

### 5. **SUSPENSION, CANCELLATION OR TRANSFER**

Your registration of the domain name shall be subject to suspension, cancellation, or transfer -

1. pursuant to any usTLD Administrator adopted specification or policy, or pursuant to any registrar or usTLD Administrator procedure not inconsistent with a usTLD Administrator adopted specification or policy, or

2. to correct mistakes by Registrar or the usTLD Administrator in registering the name or

3. for the resolution of disputes concerning the domain name.

### **APPENDIX 'I'**

#### **.IN DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .IN domain name, you agree to be bound by the dispute policies as decided by the .IN Registry and published at <http://www.registry.in> that are incorporated herein and made a part of this Agreement by reference.

Reseller Agreement for Domain Names [This represents the Reseller Agreement for Domain Registration]

#### **Agreement**

#### **RESELLER DOMAIN REGISTRATION PRODUCT AGREEMENT EXTENSION**

Antik Infotech (hereinafter referred to as "Parent") AND you (hereinafter referred to as "Reseller")

HAVE

entered into a Reseller Master Agreement ("Agreement") effective from December 30, 2005 of which this "Domain Registration Product Agreement Extension" is a part.

WHEREAS, Parent is authorized to provide Internet registration and management services for second-level domain names within .COM, .NET, .ORG, .BIZ, .INFO, .NAME and .US top level domains and .NAME Defensive Registrations and .NAME Mail Forwards;

WHEREAS, the Reseller intends to provide Registration and/or Management and/or Renewal and/or Transfer for .com or .net or .org or .info or .biz or .name or .us top level domains or .NAME Defensive Registrations or .NAME Mail Forwards through Parent;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Parent and the Reseller, intending to be legally bound, hereby agree as follows:

#### 1. **DEFINITIONS**

1. "TLD" refers to .com, .net, .org, .info, .biz, .us, .name

2. "gTLD" refers to .com, .net, .org, .info, .name, and .biz
3. "Domain Order" refers to an Order fulfilled by the Reseller through the Parent under this Domain Registration Product Agreement Extension
4. "ICANN" is the Internet Corporation for Assigned Names and Numbers
5. "Registrant" refers to the registrant/owner of a Domain Order as in the OrderBox Database.
6. "Registrar" refers to the Registrar of a Domain Order as in the OrderBox Database and/or shown in the Whois Record;
7. Registry Operator refers to the Organisation/Entity that maintains the registry of a TLD of a Domain Order;
8. "Whois Record" refers to the collection of all data elements of the Domain Order, specifically its Registrant Contact Information, Administrative Contact Information, Technical Contact Information, Billing Contact Information, Nameservers if any, its Creation and Expiry dates, its Registrar and its current Status in the Registry;

## **2. OBLIGATIONS OF THE RESELLER**

1. The Reseller must ensure that the Registrant of each Domain Order must agree to be bound by the terms and conditions laid out by the Registrar of the Domain Name during the term of the Domain Order. The Reseller must familiarize himself with such terms. The Reseller acknowledges that the Registrar has various rights and powers as mentioned in the Registrar's terms and conditions. Parent is not liable for any action taken by Registrar pursuant to the Registrar's terms and conditions. The Reseller acknowledges and agrees that the Reseller shall indemnify Parent of, and shall be responsible for any liability resulting from Registrants' noncompliance with such terms and conditions.
2. The Reseller will not make any changes to any information associated with the Domain Order without explicit authorization from the Registrant of that Domain Order.
3. The Reseller must comply with all applicable terms and conditions, standards, policies, procedures, and practices laid down by ICANN, the Registrar and the Registry Operator.

## **3. RIGHTS OF PARENT**

Parent and Service Providers, in their sole discretion, expressly reserve the right to freeze, delete, suspend, deny, cancel, modify, take ownership of or transfer any Domain Order, in order to comply with any applicable Dispute policies, requests of law enforcement, or in compliance with any Court Orders, or if Parent or Service Providers in their sole discretion determine that the information associated with the Domain Order is inaccurate, or has been tampered with, or has been modified without authorization, or if Parent or Service Providers in their sole discretion determine that the Domain Order ownership should belong to another entity, or if Reseller/Customer/Registrant does not comply with any applicable terms and conditions, standards, policies, procedures, and practices laid down by Parent, Service Providers, ICANN, the Registrar and the Registry Operator. The Reseller agrees that Parent and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Parent and Service Providers, are not liable for loss or damages that may result from any of the above.

## **4. SURVIVAL**

In the event of termination of this Product Agreement Extension for any reason, Sections 2 and 3 shall survive

Customer Agreement for Domain Names [This represents the Customer Agreement for Domain Registration]

### **Agreement**

CUSTOMER DOMAIN REGISTRATION PRODUCT AGREEMENT EXTENSION

Antik Infotech (hereinafter referred to as "Parent") AND you (hereinafter referred to as "Customer")

HAVE

entered into a Customer Master Agreement ("Agreement") effective from December 30, 2005 of which this "Domain Registration Product Agreement Extension" is a part.

WHEREAS, Parent is authorized to provide Internet registration and management services for second-level domain names within .COM, .NET, .ORG, .BIZ, .INFO, .NAME and .US top level domains and .NAME Defensive Registrations and .NAME Mail Forwards;

WHEREAS, the Customer wishes to purchase Registration and/or Management and/or Renewal and/or Transfer for .com or .net or .org or .info or .biz or .name or .us top level domains or .NAME Defensive Registrations or .NAME Mail Forwards through Parent;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Parent and the Customer, intending to be legally bound, hereby agree as follows:

## 1. DEFINITIONS

1. "TLD" refers to .com, .net, .org, .info, .biz, .us, .name
2. "gTLD" refers to .com, .net, .org, .info, .name and .biz
3. "Domain Order" refers to an Order fulfilled by the Customer through the Parent under this Domain Registration Product Agreement Extension
4. "Registrant" refers to the registrant/owner of a Domain Order as in the OrderBox Database.
5. "Registrar" refers to the Registrar of a Domain Order as in the OrderBox Database and/or shown in the Whois Record;
6. Registry Operator refers to the Organisation/Entity that maintains the registry of a TLD of a Domain Order;
7. "Whois Record" refers to the collection of all data elements of the Domain Order, specifically its Registrant Contact Information, Administrative Contact Information, Technical Contact Information, Billing Contact Information, Nameservers if any, its Creation and Expiry dates, its Registrar and its current Status in the Registry;

## 2. OBLIGATIONS OF THE CUSTOMER

1. The Customer must ensure that the Registrant of each Domain Order must agree to be bound by the terms and conditions laid out by the Registrar of the Domain Name during the term of the Domain Order. The Customer must familiarize himself with such terms. The Customer acknowledges that the Registrar has various rights and powers as mentioned in the Registrar's terms and conditions. Parent is not liable for any action taken by Registrar pursuant to the Registrar's terms and conditions. The Customer acknowledges and agrees that the Customer shall indemnify Parent of, and shall be responsible for any liability resulting from Registrants' noncompliance with such terms and conditions.
2. The Customer will not make any changes to any information associated with the Domain Order without explicit authorization from the Registrant of that Domain Order.
3. The Customer must comply with all applicable terms and conditions, standards, policies, procedures, and practices laid down by ICANN, the Registrar and the Registry Operator.

## 3. RIGHTS OF PARENT

Parent and Service Providers, in their sole discretion, expressly reserve the right to freeze, delete, suspend, deny, cancel, modify, take ownership of or transfer any Domain Order, in order to comply with any applicable Dispute policies, requests of law enforcement, or in compliance with any Court Orders, or if Parent or Service Providers in their sole discretion determine that the information associated with the Domain Order is inaccurate, or has been tampered with, or has been modified without authorization, or if Parent or Service Providers in their sole discretion determine that the Domain Order ownership should belong to another entity, or if Customer/Customer/Registrant does not comply with any applicable terms and conditions, standards, policies, procedures, and practices laid down by Parent, Service Providers, ICANN, the Registrar and the Registry Operator. The Customer agrees that Parent and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Parent and Service Providers, are not liable for loss or damages that may result from any of the above.

## 4. SURVIVAL

In the event of termination of this Product Agreement Extension for any reason, Sections 2 and 3 shall survive

Reseller Agreement for Web Services [This represents the Reseller Agreement for Web Services]

## Agreement

RESELLER WEB SERVICES PRODUCT AGREEMENT EXTENSION

Antik Infotech (hereinafter referred to as "Parent") AND you (hereinafter referred to as "Reseller")

HAVE

entered into a Reseller Master Agreement ("Agreement") effective from December 30, 2005 of which this "Web Services Product Agreement Extension" is a part.

WHEREAS, Parent is provides Domain Forwarding, Mail Forwarding and Managed DNS Services;

WHEREAS, the Reseller intends to provide through Parent, Domain Forwarding or Mail Forwarding or Managed DNS Services;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Parent and the Reseller, intending to be legally bound, hereby agree as follows:

1. Reseller Election. Reseller hereby elects and agrees to begin providing Domain Forwarding, Mail Forwarding and Managed DNS Services through Parent
2. Parent's Acceptance. Parent hereby accepts Reseller's election to begin providing Domain Forwarding, Mail Forwarding and Managed DNS Services through Parent.

Customer Agreement for Web Services [This represents the Customer Agreement for Web Services]

### **Agreement**

#### CUSTOMER WEB SERVICES PRODUCT AGREEMENT EXTENSION

Antik Infotech (hereinafter referred to as "Parent") AND you (hereinafter referred to as "Customer")

HAVE

entered into a Customer Master Agreement ("Agreement") effective from December 30, 2005 of which this "Web Services Product Agreement Extension" is a part.

WHEREAS, Parent is provides Domain Forwarding, Mail Forwarding and Managed DNS Services;

WHEREAS, the Customer wishes to purchase through Parent, Domain Forwarding or Mail Forwarding or Managed DNS Services;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Parent and the Customer, intending to be legally bound, hereby agree as follows:

1. Customer Election. Customer hereby elects to purchase Domain Forwarding, Mail Forwarding and Managed DNS Services through Parent
2. Parent's Acceptance. Parent hereby accepts Customer's election to purchase Domain Forwarding, Mail Forwarding and Managed DNS Services through Parent.

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