

## Reseller Agreement

## Version 1.1

This RESELLER AGREEMENT (the "Agreement") is by and between INTRACOM MIDDLE EAST FZE, domain name registrar located at Dubai, United Arab of Emirates ("INTRACOMME"), and you ("Reseller"), which set forth the terms and conditions of your use of The INTRACOMME Reseller Program ("Reseller Program") to use, resell and/or provision the IINTRACOMME Services ("Services") for itself and the benefit of its own users.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge, and agree to be bound by these terms and conditions along with Intracomme Master Services Agreement which is listed in our website and attached here as APPENDIX A for reference, and any other agreements or policies that are expressly incorporated herein which are listed in our web site.

The terms "we", "us", or "our" shall refer to Intracomme. The terms "you", "your" or "Reseller" shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Intracomme reserves the right, in its sole and absolute discretion, to change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time and without notice. Any such changes or modification shall be effective immediately upon posting to this website ("**Site**"). If you do not agree to be bound by this Agreement as last revised, do not use or continue to use the Services or the Site. Your continued use of the site is acceptance of the modified terms. Intracomme may occasionally notify you of changes or modifications to this Agreement or the Services by email so it is very important that you keep your account information current and up to date. Intracomme is not responsible and assumes no liability for your failure to receive an email notification if such failure results from inaccurate or out-dated account information.

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior understandings and agreements between the parties, whether written or oral, regarding the subject matter herein. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or unenforceability of any of the terms of this Agreement in any other jurisdiction. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement. The headings contained in this Agreement are for convenience only and shall not affect meaning or interpretation of this Agreement.

### 1. Reseller System

Throughout the Term of this Agreement, INTRACOMME shall provide Reseller

with access to INTRACOMME Reseller System to enable Reseller to transmit both (a) domain name registration information for the Supported TLDs; and, (b) Value Added Services for domains.

In addition to providing Reseller with access, as specified above, INTRACOMME also provide support for Reseller to have the ability to provision a Storefront to facilitate the sale, management of domain services to/for their Users through 3<sup>rd</sup> party software provider which Reseller will have to engage directly.

INTRACOMME shall provide Reseller with A Programming Interface (API) which will enable Reseller to develop its own systems to register those domain names and provide value added services supported by INTRACOMME. Reseller shall submit all data elements as specified in the API to Reseller System using the appropriate INTRACOMME protocols. Reseller shall use the API, and each of the INTRACOMME Services, in the manner intended, as specified by INTRACOMME from time to time.

Reseller shall comply with all terms or conditions established by INTRACOMME from time to time to assure the sound operation of Reseller System. Reseller shall develop and employ all necessary technology to ensure that its connection to Reseller System and all transmissions between you and INTRACOMME that are initiated for the purpose of creating, deleting or modifying data within the INTRACOMME database or a Registry database are secure. All transmissions shall be authenticated and encrypted using protocol prescribed by INTRACOMME. Reseller shall authenticate every connection with INTRACOMME using its password and shall notify INTRACOMME within four (4) hours of learning that its password, or the password(s) of any of its sub-Resellers or end customers, have been compromised in any way.

Reseller shall respond to and fix any and all technical problems, if any, in its use of Reseller System as they arise. Reseller agrees that INTRACOMME, in its sole discretion, may temporarily suspend access to Reseller System as necessary or appropriate.

## **2. Services**

### **a. Generic and Country Code Top Level Domain Name Registration**

INTRACOMME is an Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar. You acknowledge and agree that as an ICANN-accredited registrar, INTRACOMME is bound by an agreement with ICANN. INTRACOMME will serve as the registrar of record for the services provided under this Agreement. You acknowledge and agree that INTRACOMME may modify this Agreement in order to comply with its agreement with ICANN, as well as any other terms and conditions set forth by (i) ICANN and/or (ii) the registry applicable to the top level domain ("TLD") or country code top level domain ("ccTLD") supported by INTRACOMME. As used herein, the terms "registry", "Registry", "registry operator" or "Registry Operator" shall refer to the registry applicable to the TLD or ccTLD in question. INTRACOMME may, at its sole discretion, accept registration applications in non-ASCII

character languages such as Chinese, Korean, and more ("Internationalized Domain Names" or "IDNs").

All domain name registrations we register or renew are not effective until we have delivered the domain name registration or renewal information you provide us to the Registry Operator for the respective TLD, as applicable, and the Registry Operator puts into effect your domain name registration or renewal. Domain name registrations are created and renewed for specified terms, terms which end on the specified expiration date if not renewed. For domain names which are created as a new registration out of the available namespace, the term begins on the date the domain name registration is acknowledged by the applicable registry. You agree that we are not liable or responsible in any way for any errors, omissions, or any other actions by the Registry arising out of, or related to a request to register, renew, modify, transfer, or renew a domain name. The registration or renewal is only effective once the Registry creates the registration or accepts the renewal. However, any order you submit to us for which we are liable for any costs you may not withdraw once submitted.

**b. Value Added Services**

**i. Premium Domain Name Registration**

The Premium Domain Name service is provided to facilitate the selling of currently registered domain names and registry premium names. Domain names listed may be withdrawn at any time by INTRACOMME. All premium names renewal price will be the same as registration price. You shall acknowledge that if the domain name being registered is a Registry Premium Name, the use of the domain is subject to the terms and conditions of the Registry Premium Name Agreement/Policy.

**ii. Domain Auction Services**

INTRACOMME offers domain auction services under this Agreement. Reseller shall act as buyer or seller in the domain auction services. By using the Domain Auction Services, you agree to be bound by the terms of the Auction Services Agreement, which can be found in our website and made part of this Agreement by reference.

**iii. Domain Recovery Services**

INTRACOMME may, from time to time, offer domain name recovery and acquisition services including, but not limited to, drop-catching, backordering, UDRP filing services, and anonymous acquisition negotiation ("**Recovery Services**"). You acknowledge that Recovery Services are non-refundable, at your own risk, and INTRACOMME does not guarantee the success of any Recovery Services.

INTRACOMME may contact the owners of the domain names specified by you (the "Requested Domains") on an anonymous basis, directly or indirectly, through independent contractors, to solicit an offer to sell the Requested Domains in INTRACOMME'S sole discretion. Upon submitting a request for a Recovery Service (an "Acquisition Order"),

you grant INTRACOMME the specific authority as your sole and exclusive agent to negotiate, execute, and deliver a contract of purchase of the Requested Domains within six (6) months from date of request for Recovery services even if we knew or should have known that the DNS might or will fail and do not notify you..

**iv. DNS Services**

INTRACOMME provides free Domain Name System (“DNS”) service to Resellers that allows your registrant to manage their DNS for the domains registered with our default DNS. The service is provided “as is”, “as available”, and “with all faults”, and we assume no liability or responsibility regarding the same even if we knew or should have known that the DNS might or will fail and do not notify you..

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

- Service interruptions caused by periodic maintenance, repairs or replacements of the Nameserver Infrastructure that we may undertake from time to time;
- Service interruptions caused by you or end customers from configurations;
- Service interruptions beyond the reasonable control of us or that are not reasonably foreseeable by us, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

We do not offer service uptime guarantee (“Service Uptime Guarantee”) as the service is provided for free.

**v. Website Forwarding**

As part of the DNS service INTRACOMME offers website forwarding services (“**Website Forwarding**”) which allow to forward visitor traffic intended for your domain name to another destination on the internet. You acknowledge that you may not use Website Forwarding for unlawful purposes or for any purpose which violates the terms of our anti abuse policy. INTRACOMME may remove the service without notice if any breaches are found.

**vi. Parking Pages**

INTRACOMME by default activates domain names to point to our default parked pages for domain names using our default DNS. You acknowledge and agree that INTRACOMME has the right to set the Default Setting. We may modify the Parked Pages at any time, without prior notice and may include on the page advertisements, links to additional INTRACOMME services, or 3rd Party Services, or other pages. Please note that the third-party advertising displayed on INTRACOMME’s Parked Pages may contain content offensive to you, including but not limited to links to adult content. INTRACOMME

makes no effort to edit, control, monitor, or restrict the content and third-party advertising displayed on INTRACOMME's Parked Pages, and expressly disclaims any liability or responsibility to you or any third party in connection therewith. You may change the DNS settings of your domain name at any time to remove the parking page.

**vii. Email Accounts**

INTRACOMME offers email services for .GDN domain names registered under this Agreement which is provided by GDN Registry. You agree and acknowledge that GDN Registry shall notify end customers directly to provide option for signup of free Email Account. You agree and acknowledge to be bound by the terms of the Registry Operator Email Acceptable Use Policy, which can be found in GDN Registry website and made part of this Agreement by reference.

**c. Renewal and Expiration of Services**

Reseller acknowledges it is solely Reseller's responsibility to manually renew the domain name. If you fail to manually implement the renewal before the expiration date, the domain name will be cancelled, or at our sole discretion, transferred to the ownership of INTRACOMME and registrant will no longer have use of that name.

INTRACOMME will send at least two expiration notices to the primary email address of the Account holder and the Registrant email address on record prior to expiration beginning sixty (60) days in advance of expiration. In addition, if the domain name expires, INTRACOMME will send a final expiration notice within five (5) days after expiration. Reseller acknowledged the email will be sent using your company information and email address in your Reseller profile to end customers.

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

INTRACOMME is not liable for your failure to pay the Renewal Fees prior to the due date specified by INTRACOMME.

Immediately after the expiration of a domain name and before the deletion of the domain name in the applicable Registry's database, you acknowledge that INTRACOMME may direct the domain name to name servers and/or IP addresses designated by us, including, without limitation, to no IP address or to an IP address which hosts a parking page or a search engine page that may display advertisements or other content, and you

acknowledge that we may either leave your information intact or that we may change your information for the expired domain name so that you are no longer the listed as the Registrant or Administrative Contact of the expired domain name.

You agree a domain name that has expired shall be subject first to a grace period of twelve (12) days (“Renewal Grace Period”), followed by the ICANN-mandated redemption grace period (“RGP”) of thirty (30) days. During this period of time, the registrant may renew the domain name and retain ownership. You acknowledge that you assume all risks and all consequences if you wait until close to, or after, the expiration of the original term of the domain name, to attempt to renew the domain name. You acknowledge and agree that we may make expired domain names available to third parties, sold at auction and/or that expired domain names may be re-registered to any party at any time. During the redemption period your domain name may be parked with all income inuring to INTRACOMME.

You acknowledge you must pay INTRACOMME a redemption fee to redeem and renew your domain name during RGP. The RGP fee charged by INTRACOMME plus any applicable registration or renewal fees and is subject to change under the terms of this Agreement. You agree that we are not obliged to contact you to alert you that the Services are being terminated if you choose not to pay this fee. After the end of the RGP, if you do not exercise your rights under this section, you agree that you have abandoned the domain name, and relinquish all rights to, and use of, the domain name.

You acknowledge that the renewal, redemption, and restoration processes available from ccTLD Registries are varied and are subject to each respective Registry’s policies and procedures. In any case, INTRACOMME may or may not provide access to these processes, at its sole and absolute discretion. In any case, the fee charged by INTRACOMME plus any applicable registration or renewal fees for all ccTLDs paid after the due date if any Redemption Period, Redemption Grace Period, reactivation or restoration process is available from the ccTLD Registry. In the event there is a conflict between the provisions of this paragraph and the ccTLD terms, the ccTLD terms shall control.

### **3. Reselling The Services**

Subject to the terms and conditions of this Agreement, INTRACOMME grants you as a Reseller, a non-exclusive, non-transferable license to resell the Services worldwide. The Services include, but are not limited to those Services listed in this Agreement and any other Services as we may make available in Your Account from time to time. To resell these Services, Your Sub-Resellers (if applicable) and each of your end customers purchasing these Services must agree to the Master Services Agreement listed in our web site and attached here as APPENDIX A for reference, ICANN consensus policies and any additional terms and conditions as they may be updated from time to time. Your Sub-Resellers (if applicable) and each of your end customers written/electronic acceptance of the

Master Service Agreement, ICANN consensus policies and any additional terms and conditions signifies that they have read, understand, acknowledge, and agree to be bound by these terms and conditions. You agree to indemnify and hold harmless INTRACOMME for any failure by you or a Sub-Reseller below Your Account to obtain the consent of any Sub-Reseller or customer to these additional terms and conditions.

#### **4. No Guarantee of Registration or Renewal**

No domain registration under this Agreement shall be deemed effective until we deliver the domain name application or renewal application to the appropriate Registry and the Registry accepts your application and activates your domain name registration or renewal. Submitting your application to INTRACOMME, and INTRACOMME accepting Fees for your application, by itself does not constitute a successfully registered application or renewal.

You acknowledge and agree that INTRACOMME cannot guarantee that you will be able to register, transfer or renew a desired domain name, even if an inquiry indicates that domain name is available, since INTRACOMME cannot know with certainty whether the requested domain name is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases, including the various WHOIS databases.

You further acknowledge and agree that you are solely responsible for ensuring that your registration or renewal has been properly processed. INTRACOMME may elect to accept or reject your application for registration or renewal at any time for any reason at its sole and absolute discretion, including, but not limited to, pricing errors, attempts to apply for domain names that are prohibited, improper, unavailable, infringe on 3rd party intellectual property or other rights, are questionable or violate any other agreements or terms and conditions with INTRACOMME contained in this Agreement or other agreements. You also acknowledge and agree that INTRACOMME is not liable or responsible in any way for errors, omissions, acts, inaccuracies related to the Site or services offered therein, or actions by any 3rd parties including any gTLD, sTLD, IDN, or ccTLD Registry arising out of your application or potential application for, and registration or renewal of, a particular domain name even if INTRACOMME knew, should have known, was negligent or grossly negligent.

#### **5. Your Obligations**

Pursuant to INTRACOMME's Registrar Accreditation Agreement with ICANN (the "RAA") you must comply with the following terms:

- You are legally capable of entering into this Agreement with INTRACOMME;
- You will not violate this Agreement and will comply with all local, state, national and international laws;
- You must not display the ICANN or ICANN-Accredited Registrar logo, or otherwise represent yourself as accredited by ICANN unless you have written permission from ICANN to do so.
- Your use of the Services does not result in excess use of INTRACOMME resources or overloading of INTRACOMME DNS, server or network

resources;

- You are prohibited from distributing malware, abusively operating botnets, phishing, piracy, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law;
- You will not conduct server hacking or promote hacking, cracking, or other cyber-crimes or activities;
- You will not deploy software or scripts to run on INTRACOMME servers that cause overload of resources or threaten the stability of the network;
- You will not disseminate illegal, hateful, harmful, violent, racially or ethnically intolerant, abusive, obscene, pornographic, defamatory, harassing, malicious, protected material, or content that otherwise violates the intellectual property rights of others;
- You will not use the Services as a source, intermediary, reply to address, or destination address for packet flooding, mail bombs, packet corruption, denial of service, or other illegal or abusive cyber activities;
- You must comply with any ICANN-adopted specification or policy that establishes a program for accreditation of individuals or entities who provide proxy and privacy registration services (a "Proxy Accreditation Program"). Among other features, the Proxy Accreditation Program may require that proxy and privacy registration services may only be provided in respect of domain name registrations by individuals or entities accredited by ICANN pursuant to such Proxy Accreditation Program. In such a case, you must not knowingly accept registrations from any provider of proxy and privacy registration services that is not Accredited by ICANN pursuant to the Proxy Accreditation Program. Until such time as the Proxy Accreditation Program is established, You must comply with the [Specification on Privacy and Proxy Registrations](https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#privacy-proxy) (<https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#privacy-proxy>)
- ICANN has published an educational webpage summarizing the terms of the RAA and related consensus policies. You must provide a link to such webpage on any website you may operate for domain name registration or renewal, such link which must be clearly displayed to your customers at least as clearly as you link to policies or notifications required to be displayed under ICANN consensus policies. You must publish on your website(s) and/or provide a link to the [Registrants' Benefits and Responsibilities](http://www.icann.org/en/resources/registrars/registrant-rights/benefits) (<http://www.icann.org/en/resources/registrars/registrant-rights/benefits>) and shall not take any action inconsistent with the RAA or applicable law.
- Any other terms and conditions which come into effect through the revision of the RAA by ICANN or through the introduction of any amended or new ICANN consensus policy, whether or not INTRACOMME gives you notice of such revisions, amendments, or new policies.

In addition to any other right to terminate set forth in this Agreement, INTRACOMME specifically has the right to immediately terminate this Agreement, without notice or right to cure, in the event that you violate any terms found in this Agreement.

You acknowledge that INTRACOMME does not check, unless it is explicitly



required to do so by a Registry, to see whether the domain names you select, or your use of the domain name, or other services provided by INTRACOMME or unrelated 3rd parties in relation to the domain name, infringes on the intellectual property or other legal rights of others, violates the rules, regulations, policies, or procedures of the respective Registry, or violates local, state, national or international laws. It is your sole responsibility to ensure that your application for registration or renewal, and subsequent use, of the domain name does not violate any of these terms.

## 6. Fees

All Services under this Agreement are provided on a pre-paid or advanced basis. The fees imposed by INTRACOMME under this Agreement are subject to change at any time, without notice, at the sole discretion of INTRACOMME. Such change shall be posted to the Site, with or without notice, and are effective as of the date of publication.

The Reseller shall not, under any circumstances, receive any credits or refunds in connection with any Services which have been paid in full, including, without limitation, any a) fraudulent registration, b) registration in bad faith, c) loss of a domain dispute via the Uniform Domain Name Dispute Resolution Policy or legal action taken by a third party, c) reversal decision by the Registry, d) cancellation by INTRACOMME due to end customer spamming, or other violations of this agreement by Reseller, e) closed Services, f) cancellation for any reason by Reseller.

INTRACOMME reserves the right to charge a processing fee or setup fee in the case that you submit a domain name registration or renewal application and disregard, ignore, overlook, mistake, or attempt to otherwise circumvent, the requirements imposed by the Registry or INTRACOMME which cause your application to be incomplete or rejected.

Additionally, INTRACOMME reserves the right to charge additional fees for DNS Hosting, Web Forwarding ("**Value Added Services Fees**"), modifications ("**Modification Fees**"), dispute ("Dispute Fee") to your domain name, including, but not limited to, DNS changes and Contact information changes to WHOIS information. Generally, Modification Fees are not charged in relation to gTLDs, sTLDs, and IDNs under ICANN sponsorship. Modification Fees are common in relation to many ccTLDs and INTRACOMME will confirm the amount of the Modification Fees with you prior to making any modifications.

In the event you are provided with free products with the registration of a domain name, you acknowledge and agree that such free products will only be available with a valid purchase and may be terminated in the event the domain name is deleted or cancelled. Failed registrations associated with promotional offers may result in the deletion of the free or discounted item or an adjustment between the registered domain price and the value of the discounted item, in our sole discretion.

Reseller may top up the account by providing a valid credit or debit card, telegraphic transfer ("TT") and PayPal (each, a "Payment Method"). If for any

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

INTRACOMME may offer pricing in various currencies; however, transaction processing is supported only in U.S. dollars and a select number of the currency options displayed on the Site. If the transaction is processed in a currency that differs from the currency of Reseller bank account, Reseller may be charged exchange rate conversion fees by the bank. In addition, due to time differences between (i) the time you complete the checkout process, (ii) the time the transaction is processed, and (iii) the time the transaction posts to Reseller bank statement, the conversion rates may fluctuate, and INTRACOMME makes no representations or warranties that the amount submitted to Reseller's bank for payment will be the same as the amount posted to the bank statement, and Reseller agree to waive any and all claims based upon such discrepancies (including any and all claims for a refund based on the foregoing). In addition, regardless of the selected currency, Reseller acknowledge and agree that Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized fees and/or taxes may be charged, based on Reseller's bank and/or the country indicated in Reseller's billing address section.

## **7. Dispute Policy**

As a condition to entering into this Agreement with INTRACOMME, you must agree to the Registry's policies and procedures for the applicable TLD for which you are submitting an application for domain name registration or renewal, and if applicable, the policies and procedures of ICANN. As such, you agree to be governed by the dispute resolution policies adopted and promulgated by each respective Registry which you enter into an agreement with under this Agreement. By entering into this Agreement by submitting an application to us for any TLD under ICANN's sponsorship, you agree to be bound by the terms of ICANN's UDRP (<https://www.icann.org/resources/pages/policy-2012-02-25-en>) and URS Policies, (<http://newgtlds.icann.org/en/applicants/urs>), which are incorporated herein and made part of this Agreement by reference.

You agree that INTRACOMME may from time to time modify its Dispute Resolution Policy in accordance to ICANN or Registry Operators. You agree that by maintaining your domain name registrations with INTRACOMME after the updated policy becomes effective that you agree to the Dispute Resolution policy as amended. You agree to review INTRACOMME's website periodically to determine if changes have been made to the Dispute Resolution Policy. If you cancel or terminate your Services with INTRACOMME as a result of the modified Dispute Resolution policy, no fees will be refunded to you.

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

#### **8. Domain Name Registration Information**

Reseller acknowledge and agrees to ensure its Sub-Reseller (if applicable) and end customers comply to the Domain Name Registration Information section in the Master Services Agreement. Reseller agree to indemnify and hold harmless INTRACOMME for any failure by Reseller or a Sub-Reseller below Your Account or end customer to verify the accuracy of the WHOIS information submitted which may result in suspension of the domain name.

#### **9. Term and Termination**

This Agreement shall commence on the first day that Services are paid and applied for and shall remain in force continuously and uninterrupted so long as your Services are active.

Reseller may terminate this Agreement at any time without written notice. To terminate this Agreement, Reseller must contact support and request termination. INTRACOMME may terminate this Agreement at any time without written notice. INTRACOMME shall notify reseller on the termination through email. Upon termination, INTRACOMME shall terminate the Services. Reseller acknowledge that INTRACOMME is required to retain certain records and information related to the Services according to local, state, country and international laws and will archive the information only as it is legally required to do so for this limited purpose. Any termination of this Agreement shall not relieve Reseller of any obligations to pay Fees and Third-Party Costs accrued prior to the termination date and any other amounts owed by Reseller to INTRACOMME plus USD50 administrative fee as provided in this Agreement. If reseller is using prepaid account, any unused credit shall be refunded to the

reseller after deduction of USD50 administrative fee.

You agree that INTRACOMME, in its sole discretion and without liability to you, may refuse to accept the registration of any domain name. INTRACOMME may also cancel the registration of a domain name and related Services, after thirty (30) days, if that name is being used, as determined by INTRACOMME in its sole discretion, in association with spam or morally objectionable activities.

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

#### **10. Support**

Reseller is responsible for providing customer service, billing, and technical support to end customers, Sub-Resellers and customers of the Sub-Resellers. INTRACOMME will provide telephone and/or email support to Reseller 24 hours, 7 days per week. INTRACOMME may, but is not obligated to, provide support directly to end customers. If INTRACOMME receives communications from registrants or from third-parties regarding Services provided in Reseller Account or any Sub-Accounts, INTRACOMME will, where appropriate, forward such communications to Reseller, the applicable Sub-Reseller, or the Primary Service Provider (if Your Primary Service Provider is not INTRACOMME) at INTRACOMME's discretion for further action; however, reserves the right to respond to such communications directly. If INTRACOMME determines that Reseller is providing inadequate support to end customers or Sub-Resellers (resulting in, for example, an excessive number of support calls directly from end customers), you will be in breach of this Agreement and INTRACOMME may terminate this Agreement.

#### **11. Audit**

Reseller and its Sub Resellers must maintain (a) in electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with end customers, including registration contracts; and (b) in electronic form, records of the accounts of all the end customers, including dates and amounts of all payments and refunds in conjunction with domain name registrations, in accordance with ICANN requirements. Upon request, Reseller or its Sub Resellers will provide any information identified in this Section 11 to INTRACOMME within two (2) business days and otherwise cooperate with INTRACOMME in any compliance, regulatory or legal issue arising out of the registration of domain names. Reseller and its Sub Resellers failure to provide any such information to INTRACOMME within two (2) business days or failure to provide such cooperation will be a material breach of this Agreement.

#### **12. Intellectual Property**

You will use all computer programs, documentation and information consisting of or containing proprietary information related to the Web Panel and API solely

for the purpose of performing under this Agreement. You will not copy, decompile, disassemble or otherwise reverse engineer the API and Web Panel or cause others to do so.

You will not use any copyrights, trademarks, service marks, or other intellectual property owned by INTRACOMME or its parent or affiliate entities unless specifically authorized by us, will not register any trademark that is substantially or confusingly similar to one owned by INTRACOMME or its parent or affiliate entities, and will not register or maintain any internet domain names containing trademarked terms owned by INTRACOMME or its parent or affiliate companies (or domain names confusingly similar thereto). You shall not use any of INTRACOMME's or its parent's or affiliates' intellectual property in your advertising except as specifically authorized by us. You further agree not to use INTRACOMME's or its parent's or affiliates' trademarks, including our website URLs, as keyword terms in any online advertising campaigns.

No license or right under any copyright, patent, trademark, service mark or other proprietary right or license, except the limited Reseller license provided in this Agreement, is granted to you or conferred upon you by this Agreement.

### **13. Confidentiality**

During the term of this Agreement and for one (1) year thereafter, each party must treat the other party's Confidential Information as confidential, and must not use such Confidential Information except as expressly permitted under this Agreement. Each party shall take reasonable measures to prevent the disclosure and unauthorized use of the Confidential Information of the other party; which shall be no less than the same degree of care that such party uses to protect its own like information. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Neither party will disclose to third parties the other's Confidential Information without the prior written consent of the other party. For purposes of this Agreement "Confidential Information" means any non-public information relating to either party's business, product plans, designs, costs, prices and names, finances, business opportunities, personnel, research development or know-how. "Confidential Information" does not include information that: (i) is or becomes publicly known or available through no fault of the receiving party; (ii) is already known by the receiving party at the time of disclosure; (iii) is independently developed or learned by the receiving party without reference to the other party's Confidential Information; or (iv) is lawfully obtained from a third party that does not have an obligation of confidentiality to the disclosing party. It is not a breach of this Agreement to disclose Confidential Information of the other party pursuant to an order or requirement of a court, administrative agency, other governmental body, or securities exchange.

### **14. Assignment**

Reseller or INTRACOMME must not assign, transfer, or otherwise dispose of this Agreement or any of rights, benefits, or interests under this Agreement without prior written consent of each parties, and any such assignment in violation shall be void. INTRACOMME may assign this Agreement to a party which acquires the assets of INTRACOMME which relate to performance of this

Agreement with prior written notice to reseller. INTRACOMME may assign all or part of its rights and obligations under this Agreement to its parent corporation, to a subsidiary, to its survivor in connection with a corporate reorganization, to any entity acquiring all or substantially all of its property, or to any entity into which it is merged or consolidated. No assignment of this Agreement shall operate to discharge the assignor of any duty or obligations hereunder without prior written consent.

**15. Indemnification**

You shall indemnify and defend INTRACOMME and its directors, officers, employees, subsidiaries, contractors, subcontractors, attorneys, insurers and agents (collectively, "Indemnitees") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or related to: (i) your use of the Services, (ii) your application for and registration of, or failure to register or renew, a particular domain name; (iii) your use of any domain name registered in your name; (iv) your breach of this Agreement; (v) any disputes involving the intellectual property rights of others; (vi) processing any registrant transfers in accordance with this Agreement; and (vii) your use of any domain name affected by any transfer of registrant request.

You further agree to indemnify, defend, and hold harmless applicable Registry operators (including, but not limited to, VeriSign Inc., Neustar, Inc., Public Interest Registry, Afiliis Limited, Cocca, and other registry operators listed at <http://www.icann.org/registries/listing.html>) and all such parties' directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages, and reasonable legal fees and expenses) arising out of, or related to, the Services you are obtaining from us. This indemnification is in addition to any indemnification required under the UDRP or any similar policy. This indemnification obligation shall survive the termination or expiration of the registration agreement. The indemnification obligations found herein are in addition to any other rights or remedies INTRACOMME may have against you at law or in equity.

**16. Warranty Disclaimer**

THE SERVICES THEREOF ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. INTRACOMME 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 EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS ICANN-APPROVED DOMAIN NAME REGISTRAR. YOUR SUBSCRIPTION TO, AND USE OF, INTRACOMME'S SERVICES AND ITS SITE ARE ENTIRELY AT YOUR RISK. INTRACOMME DOES NOT WARRANT THAT THE SERVICES OR ANY COMPONENT THEREOF WILL MEET YOUR REQUIREMENTS, OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHERMORE, INTRACOMME

DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICES OR ANY COMPONENT THEREOF OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE SERVICES OR ANY COMPONENT THEREOF PROVE DEFECTIVE, YOU ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, AND REPAIR OR CORRECTION OF YOUR OWN SYSTEMS AND SOFTWARE. YOU AGREE THAT INTRACOMME, ICANN AND/OR ANY REGISTRY OPERATOR WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (i) SUSPENSION, LOSS, OR MODIFICATION OF YOUR DOMAIN NAME REGISTRATION, (ii) USE OF YOUR DOMAIN NAME REGISTRATION, (iii) UNAVAILABILITY OF SERVICES OR ANY FEATURES THEREOF OR ANY INTERRUPTION OF BUSINESS, (iv) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) ACCESSED BY THE DOMAIN NAME REGISTERED IN YOUR NAME, (v) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (vi) EVENTS BEYOND INTRACOMME'S OR ANY REGISTRY OPERATOR'S REASONABLE CONTROL, (vii) THE PROCESSING OF YOUR DOMAIN NAME APPLICATION OR OTHER SERVICE APPLICATION, (viii) APPLICATION OF ANY RELEVANT DISPUTE POLICY OR ANY OTHER ICANN (OR SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANIZATION) ADOPTED POLICIES, (ix) THE MISUSE OF YOUR USERNAME AND PASSWORD, OR (x) LOSSES RESULTING FROM ERRORS, OMISSIONS OR MISSTATEMENTS IN ANY INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT.

**17. Limitations of Liability**

IN NO EVENT WILL INTRACOMME BE LIABLE FOR ANY SPECIAL, INDIRECT, 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 INTRACOMME HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE USE OF THE SERVICES, BUT IN NO EVENT GREATER THAN THE AMOUNT FOR THE PRIOR 3 MONTHS OF SERVICES PAID FOR UNDER THIS AGREEMENT. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**18. Severability**

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with

valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**19. No Third Party Beneficiaries or Other Rights**

This Agreement is for the sole benefit of the parties and their successors and permitted assigns and nothing herein express or implied shall give or shall be construed to confer any legal or equitable rights or remedies to any person other than the parties to this Agreement and such successors and permitted assigns

**20. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF UNITED ARAB EMIRATES APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF DUBAI, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

**21. Entire Agreement**

This Agreement and the other documents and agreements executed in connection with the Repurchase Transaction shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

**22. Conflicts**

If there are any conflicts between this agreement and the Master Service Agreement the terms found in the Master Service agreement shall prevail.