

## WWW INFOTECH LLP/ Reseller Agreement

Agreement between

WWW INFOTECH LLP, 206, Travancore Twingle Tower, Chittoor Road, Kochi - 682018, India -hereafter called W3INFOTECH

and

Company: .....

A Reseller Service Provider -hereafter called RSP

Preliminary Remark: W3INFOTECH is an officially accredited registrar of NIXI-India and Accredited Registrar under CRA-Qatar through our Qatar associate ROUTEDGE WLL, RSP is a commercial reseller of Domains or commercial domain portfolio owner. Registrants are customers of RSP, or Sub-RSP (appointed resellers of RSP) or Sub-RSP customers who are registered as domain licensees and who hold the material rights to the registered domains.

In order to gain access, RSP must provide a proof of commercial establishment, e.g. by stating a valid commercial register or a trade license or GSTIN (for business located in INDIA)

## # 1. Reselling the Services

W3INFOTECH registers domain names for the Registrants on behalf of RSP under the Top Level Domains activated by RSP and following services but not limited to

- A. SMARTER MAIL SERVICES
- B. WINDOWS WEB HOSTING
- C. LINUX WEB HOSTING
- D. LINUX EMAIL HOSTING
- E. SSL CERTIFICATES
- F. DEDICATED SERVERS
- G. VIRTUAL PRIVATE SERVERS
- H. DNS SERVICES
- I. DEDICATED PUBLIC IP

Based on this agreement new gTLDs (generic Top-Level-Domains) and ccTLDs (country code Top-Level-Domains) can be activated directly by confirming the respective Registration Guidelines and Policies in the W3INFOTECH.COM Web Interface. RSP shall require all Registrants to enter into an electronic or paper registration agreement with Registrar as published from time to time on the W3INFOTECH.COM web portal.

1.1 Domain names are registered on a first come, first served basis, just making an application will not guarantee domain, registrants should approve policies and make payment, once you have

provided us with all this information, we will then initiate the domain name registration process for you. We will send your domain name request, and the contact and technical information of the domain name to the registry. Usually domain names registered instantly but, W3INFOTECH sometimes request copies of documents to verify your identity or contact information such as government issued IDs and/or utility bills or Commercial registration or a copy of trademark registration in case of a company.

- 1.2 Billing contact of the domains registered by RSP's on behalf of the customer or Sub-RSP customer will be of RSP's billing Contact due to Taxation policies of the country. W3INFOTECH will make necessary arrangements to add billing contact as RSP's contact.
- 1.3 W3INFOTECH will be using a portal DOMAINS GURU.IN to manage domain activities including register/renew and manage DNS for new or existing domains under W3INFOTECH for customers of RSP's, SUB RSP's and customers of SUB RSP's
- 1.4 RSP shall use best efforts to ensure that all Customers, Sub RSP's and Sub RSP Customers abide by the terms of the applicable Customer Agreement(s). W3INFOTECH may modify such terms by updating its repository from time to time and RSP's shall flow-down such new terms to existing or new RSP's, Sub-RSP's and Sub- RSP Customers
- 1.5 W3INFOTECH considers RSP's are trusted agents of W3INFOTECH and to the extent that RSP performs any functions of a Trusted Agent, it will do so in compliance with the W3INFOTECH agreement, W3INFOTECH may rely on RSP's actions when performing as a Trusted Agent. To the extent any third-party claim, suit, proceed, or judgment arises from RSP's failure to

comply with the obligations of a Trusted Agent, RSP shall defend, indemnify, and hold harmless W3INFOTECH, its affiliates, and their respective directors, officers, agents, employees, successors and assigns from such claim.

## # 2. Database & Confidentiality

Domain-Name-Server and necessary personal- and company information will be entered into the database of W3INFOTECH and will only be given to interested parties, should it be necessary for the function of the internet or required by registry or ICANN policy. RSP and the Registrant declare their consent that the personal data being published with the approval of the involved parties, and that these parties know that their data will be available for the public as a source of information on the agreement, as well as that the

use of incorrect or false information can be considered a violation of the registration policies. In case registry or ICANN policy requires validation and/or verification of registration data, RSP will assist W3INFOTECH in the fulfilment of such requirements. In the event RSP learns of inaccurate contact information associated with a Domain Name registered through W3INFOTECH, it shall take reasonable steps to correct that inaccuracy. W3INFOTECH reserves the right to terminate or suspend domain names

in case of violations of registry or ICANN whois policy. RSP shall ensure that the identity and contact information provided by the Registrant of any privacy or proxy registration service offered or made available by RSP in connection with each registration will be deposited with Registrar or held in escrow. The escrow agreement will provide, at a minimum, that data will be released to registrar in the event RSP breaches the RSP agreement or becomes bankrupt, and such breach is

harmful to consumers or the public interest. RSP shall comply with any ICANN-/Registry 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"). For any Proxy Service or Privacy Service offered by RSP, RSP shall publish on its website: the terms and conditions of the service (including pricing); a point of contact for third parties wishing to report abuse; its business contact information; its terms of service and report handling procedures.

### **# 3. Bulk Domains**

In case of bulk domain orders RSP will accept partial deliveries if one or more domains of the bulk order could not be registered. RSP will not activate any Registered Name unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee.

## # 4. Policy Agreements

The Registrant is fully liable for orders made through RSP. RSP is obliged to inform the Registrant about all important agreements, policies, general terms and conditions, events and notifications, and to include these in its own registration agreement. RSP must be legally able to act in the name of the Registrant with respect to registrations, modifications, renewals and other domain operations. The Registrant is obliged to ensure that no name-rights of third parties are violated by the registration or his use of the domain. RSP shall expressly point out this responsibility to the Registrant.

## # 5. Registrar System

W3INFOTECH will provide the RSP with various different accesses to the Registration-System of W3INFOTECH for the purpose of purchasing, administration and transfer of domains, which include Real-Time-Access, as well as a Web-Frontend- and an Email-Gateway. RSP commits not to make these accesses available to third parties and to keep his access codes strictly confidential. W3INFOTECH will provide any necessary drafts and documentations to help RSP to connect to the systems of W3INFOTECH. Furthermore, W3INFOTECH will support RSP in all technical matters of the implementation process. RSP is solely responsible for the correct implementation and use of the registration system.

## # 6. Support

You are responsible for providing customer service, billing, and technical support to your customers. W3INFOTECH will provide telephone and/or email support to you during office hours and emergency 24 hours, 7 days per week. W3INFOTECH may, but is not obligated to, provide support directly to your customers. If W3INFOTECH receives communications from registrants or from third-parties regarding Services provided in Your Account, W3INFOTECH will, where appropriate, forward such communications to you at W3INFOTECH's discretion for further action; however, reserves the right to respond to such communications directly.

## # 7. Restrictions on use of Services

You must not make any representations or warranties about the Services to any of your customers or any other third party that are inconsistent with this RSA. You agree not to use the Services, or to allow your customers to use the Services for:

- A. The transmission of unsolicited email (spam);
- B. Repetitive, high volume inquires or other excessive use or abuse of the Services or Technology;
- C. Any activity which results in W3INFOTECH'S IP addresses being reported to spam blocking organizations or other organizations which attempt to police or monitor abuse of the Internet;
- D. Any illegal, dishonest, deceptive or unfair trade practices;
- E. Any use which fails to abide by customary industry acceptable use policies or any applicable laws.

In addition to any other right to terminate set forth in this RSP, W3INFOTECH specifically has the right to immediately terminate this

RSP, without notice or right to cure, in the event that You violate any terms found in this Section.

## # 8. Termination

This contract is concluded for an indeterminate time period. Both parties can terminate the agreement at any time with a 1-month prior notice. RSP shall ensure there will be no domains under management with W3INFOTECH at the end of the notice period (Termination). Termination due to an important cause can be given at any time. An important cause for W3INFOTECH shall be present in particular in case of a substantial violation of the conditions of this agreement by RSP, unless RSP cures the violation within a reasonable timeframe. Up to the Termination, RSP may use services of W3INFOTECH as usual. After

Termination, W3INFOTECH will continue to provide support for single or bulk transfers of any remaining domains to a new registrar as well as regular support. No function will be processed after Termination that would normally incur costs.

## # 9. Prices and Payments

The prices of a domain registration and related services can be found in the W3INFOTECH.COM Web Interface under the respective Top-Level-Domain. W3INFOTECH is permitted to modify the prices at any point in time with an email notice of no less than 30 days. The remuneration shall be paid in advance to a so-called Pre-Paid Account within the W3INFOTECH.COM. RSP is permitted to terminate his positive balance at any time. In this case W3INFOTECH will refund the balance. RSP shall bear all transaction costs (bank charges) of the refund. The access to

the DOMAINS GURU.IN will become operative with an advance payment, instant Credit/Debit card payment or an advanced Bank Transfer as mutually agreed.

## # 10. Domain Transactions and Transfers

Domain registrations, renewals or transfers can only be processed if the RSP has sufficient funds on a prepayment account with W3INFOTECH, RSP can transfer the administration of a domain to another registrar, based on the registry policies of specific TLD. W3infotech do not hold any domain based on any hidden policies and transfers will be allowed completely based on REGISTRY policies.

## # 11. Registry policy bindings

RSP must confirm each different TLD separately. RSP can confirm the respective registry policies online through the W3INFOTECH.COM Web Interface. By activating each TLD, RSP accepts full legal responsibility with respect to the responsibilities to each corresponding registry. RSP acknowledges that registry policies are subject to modifications on a regular

basis and agrees to check for changes autonomously on a regular basis. W3INFOTECH will inform RSP about important changes in regular intervals. If RSP does not agree to a modification of the registry policy, RSP must inform W3INFOTECH immediately and terminate his access to the respective TLD.

## **# 12. Expiration and Restoration**

By providing access to expiration lists, W3INFOTECH will inform RSP in time of any expiration dates of domains registered by RSP. If RSPs account does not have sufficient funds and has reached its credit limit at the time of renewal, the registration will be deleted. If the domain cannot be deleted due to an ongoing UDRP-procedure, a court order, the use of the domain for DNS services or other circumstances as dictated by ICANN or registry regulations, RSP shall be liable for the renewal fees. RSP is committed to inform the Registrants of this issue and make available his deletion and autorenewal procedures (including renewal fees, restore fees and transfer fees) to the Registrant at the time of the registration and on his website. RSP shall also inform Registrants for fees applicable for the Restoration of deleted domains during the RGP. RSP is committed to providing full support for Registrants himself.

## **# 13. Name Server hosts**

RSP must ensure that Domains are not being used as Name Server-Hosts at the time of deletion. In that case W3INFOTECH may decline to process the deletion. All associated costs or damages respectively resulting from the non-deletion are the responsibility of RSP. W3INFOTECH will under no circumstances assume any liability.

## **# 14. Documentation**

To the extent permissible by law RSP shall during the term of this agreement maintain records of its dealings with its Registrants and

provide such logs to W3INFOTECH for inspection or copying upon reasonable request especially domain with eligibility requirement and domain transfer requests . This shall include electronic or paper records of all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registrants, including registration contracts and acceptance of policies.

## **# 15. Domain disputes**

In case of any misunderstandings, disputes or arguments towards the use of domain-names, RSP and the Registrant are committed to accept the applicable Dispute-Policies of the respective TLD including, but not limited to the UDRP and the URS. These policies shall be considered to be part of this agreement and the RSP is obliged to bind the Registrant to them. The respective Dispute-Policy can be changed at any time for an important cause. W3INFOTECH does not have any influence on such

changes. The continued registration of a domain is subject to the acceptance of the changed Dispute-Policy. Should RSP or the Registrant choose not to accept the changed Dispute-Policy, then the domain shall be deleted at their request.

## **# 16. Copyrights**

RSP is prohibited from displaying the NIXI/.IN /QDR/ICANN or any Accredited Registrar logo, or from otherwise representing itself as

accredited by any Registries unless it has written permission from ICANN/Registries to do so.

## # 17. Domain policy implementation of various Registries

RSP shall implement the registration policies of each activated Top Level Domain in his registration policies and shall contractually engage his own RSP's and Registrants according to the terms of this agreement, the registration policies of the respective registries and/or ICANN as well as the applicable general terms and conditions of W3INFOTECH. RSP is fully liable for any breach of the aforementioned provisions by itself and its customers, unless W3INFOTECH has been notified by RSP of said breach and said breach could only be cured by direct action of W3INFOTECH. If necessary, to prevent further instances of non-compliance, W3INFOTECH may terminate this agreement without notice.

17.1 In the event that W3INFOTECH should permanently lose access to the registry-system of a TLD or in the event of a termination or suspension of the accreditation for a TLD, the

contract with RSP concerning this TLD will be terminated immediately, unless W3INFOTECH can continue the respective service at comparable conditions.

## # 18. Exclusivity

RSP is not committed to exclusively register domains through W3INFOTECH.

## # 19. Legal Rights

Any claims of either party resulting from this agreement must be asserted in court within two years of their origin, or they shall be deemed as having expired.

19.1 The General Registration Terms, as well as the General Terms and Conditions of W3INFOTECH are an integral part of this agreement. In case of contradictions between the general terms and conditions of W3INFOTECH and this agreement, the conditions of this agreement shall prevail. This agreement between RSP and W3INFOTECH shall be governed by the laws of India.

## # 20. Abuse & Stability

RSP will not abuse his access to the registration-system of W3INFOTECH. In general, all behavior of RSP that conflicts either with the stability of the registration-system of W3INFOTECH or the registries, legal requirements or the failure to comply with registry

policies or instructions may be classified as abusive behavior. This includes registering recently deleted domains, so-called domain backordering or domain-catching services. RSP shall not abuse the

DOMAINSGURU.IN for bulk availability check W3INFOTECH for purposes other than domain registration. W3INFOTECH reserves the right to temporarily disable access of RSP to ensure the stability of the registration system. W3INFOTECH is committed to follow instructions of the different registries. W3INFOTECH will forward all such requests and instructions concerning domains managed by RSP to RSP. RSP commits to comply with all such requests and instructions. The access to use the registration-system of W3INFOTECH is contingent upon W3INFOTECH 's successful validation of RSP. RSP authorizes W3INFOTECH to carry out a background check, a credit check, or both as part of the validation process. RSP shall provide any additional information reasonably requested by W3INFOTECH. RSP shall promptly update all information provided to W3INFOTECH as the information changes. If RSP cannot be validated to W3INFOTECH's satisfaction, W3INFOTECH may terminate this agreement without liability with notice to RSP.

## # 21. Disclaimer of Warrantees

W3INFOTECH.COM & DOMAINSGURU.IN DOES NOT WARRANT THAT PERFORMANCE OF THE SERVICES OR USE OF THE TECHNOLOGY WILL BE UNINTERRUPTED, ERROR FREE, OR THAT IT WILL NOT BE NECESSARY FOR YOU TO PROVIDE NOTICE OF ERRORS TO YOUR CUSTOMERS.

## # 22. Amendments

Should a regulation of this agreement be invalid at law or become valid at law, then the validity of the other regulations will not be affected. This agreement may be modified or amended by W3INFOTECH and will be communicated to RSPs time to time.

## # 23. Dispute

Any dispute with respect to any domains registered by RSP or RSP customers will be honored as per the respective **registry policies / court order**, whichever is relevant for that specific case.

\_\_\_\_\_ ("RSP")

Place, Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ (Company Stamp) \_\_\_\_\_

\_\_\_\_\_ ("WWW Infotech LLP")

Place, Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ (Company Stamp) \_\_\_\_\_

