

## RESELLER DOMAIN REGISTRATION PRODUCT AGREEMENT EXTENSION

Raceme InfoTech Solutions Pvt. Ltd. (hereinafter referred to as "Parent") AND you (hereinafter referred to as "Reseller")

HAVE

entered into a Reseller Master Agreement ("Agreement") effective from March 10, 2010 of which this "Domain Registration Product Agreement Extension" is a part.

WHEREAS, Parent is authorized to provide Internet registration and management services for domain names, for the list of TLDs mentioned within APPENDIX 'B';

WHEREAS, the Reseller intends to provide Registration and/or Management and/or Renewal and/or Transfer for the list of TLDs mentioned within APPENDIX 'B' through Parent;

WHEREAS, Parent provides Domain Name Privacy Protection Services for a select set of Top Level Domains registered through Parent;

WHEREAS, Reseller also intends to provide Domain Name Privacy Protection Services to Customers 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, .BIZ, .INFO, .NAME, .US, .IN, .EU, .UK, .TRAVEL, .WS, .COOP, CentralNIC, .MOBI, .ASIA, .ME, .TEL, .MN, .BZ, .CC, .TV, .CN and .NZ

(2) "gTLD" refers to .COM, .NET, .ORG, .BIZ, .INFO, .NAME, .TRAVEL, .COOP, .MOBI, .ASIA and .TEL

(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

APPENDIX 'A'

PRIVACY PROTECTION SERVICE SPECIFIC CONDITIONS

## 1. DESCRIPTION OF SERVICES

The Privacy Protection Service hides the contact details of the actual owner from appearing in the Whois Lookup Result of his domain name.

## 2. IMPLEMENTATION DETAILS

(1) Reseller acknowledges and agrees that the contact information being displayed in the Whois of a privacy protected Domain Order will be those designated by the Parent, and

(1) any mail received via post at this Address would be rejected;

(2) any telephone call received at this Telephone Number, would be greeted with an electronic answering machine requesting the caller to email the email address listed in the Whois of this privacy protected domain name;

(3) the sender of any email to an email address listed in the Whois of this privacy protected domain name, will get an automated response email asking them to visit the URL [<http://www.privacyprotect.org/>] to contact the Registrant, Administrative, Billing or Technical Contact of a privacy protected domain name through an online form. This message would be relayed as an email message via [<http://www.privacyprotect.org/>] to the actual Registrant, Administrative, Billing or Technical Contact email address in the OrderBox Database.

(2) Reseller agrees that we can not guarantee delivery of messages to either the Registrant, Administrative, Billing, Technical Contact, or Customer of a privacy protected Domain Order, and that such message may not be delivered in time or at all, for any reason whatsoever. Parent and Service Providers disclaim any and all liability associated with non-delivery of any messages relating to the Domain Order and this service.

(3) Reseller understands that the Privacy Protection Service is only available for certain TLDs

(4) Irrespective of whether Privacy Protection is enabled or not, Customers and Registrants are required to fulfill their obligations of providing true and accurate contact information as detailed in the Agreement

(5) Reseller understands and acknowledges that Parent in its sole, unfettered discretion, can discontinue providing Privacy Protection Services on the Order for any purpose, including but not limited to -

(1) if Parent receives any abuse complaint for the privacy protected domain name, or

(2) pursuant to any applicable laws, government rules or requirements, requests of law enforcement agency, or

(3) for the resolution of disputes concerning the domain name

(4) or any other reason that Parent in its sole discretion deems appropriate to switch off the Privacy Protection Services

### 3. OBLIGATIONS OF RESELLER

Reseller must ensure that the Registrant and Customer of each Domain Order must also acknowledge and agree to be bound by the following terms and conditions. The Reseller acknowledges and agrees that the Reseller shall indemnify Parent of, and shall be responsible for any liability resulting from Resellers' nondisclosure of these terms to Customers and Registrants.

### 4. INDEMNITY

Reseller will ensure that Customer and Registrant agree to release, defend, indemnify and hold harmless Parent, Service Providers, PrivacyProtect.org, and their parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees, from and against any and all claims, demands,

liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to the Privacy Protection services provided hereunder.

## APPENDIX 'B'

### LIST OF TLDS PARENT IS AUTHORIZED TO PROVIDE DOMAIN NAME REGISTRATION AND MANAGEMENT SERVICES

- \* .COM, .NET (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- \* .ORG (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- \* .BIZ (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- \* .INFO (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- \* .NAME and .NAME Defensive Registrations and .NAME Mail Forwards (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- \* .US (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- \* .IN (through Registrar Directi Web Services Pvt. Ltd.)
- \* .EU (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- \* .UK (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- \* .TRAVEL (through Registrar Directi Internet Solutions Pvt. Ltd. D/B/A PublicDomainRegistry.com)
- \* .WS (through Registrar Directi Internet Solutions Pvt. Ltd. D/B/A PublicDomainRegistry.com)
- \* .COOP (through Registrar The Midcounties Co-operative Ltd)
- \* CentralNIC (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- \* .MOBI (through Registrar Directi Internet Solutions Pvt. Ltd. D/B/A PublicDomainRegistry.com)
- \* .ASIA (through Registrar Directi Internet Solutions Pvt. Ltd. D/B/A PublicDomainRegistry.com)
- \* .ME (through Registrar Directi Internet Solutions Pvt. Ltd. D/B/A PublicDomainRegistry.com)
- \* .TEL (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)

- \* .MN, .BZ (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- \* .CC, .TV (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- \* .CN (through Registrar Directi Web Services Pvt. Ltd)
- \* .NZ (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)