

**DIRECTI CUSTOMER .BIZ PRODUCT AGREEMENT**

This Customer .BIZ Product Agreement (hereinafter referred to as the "Agreement") is made, entered into and executed

BETWEEN: -

DIRECT INFORMATION PRIVATE LIMITED – a Company Registered and Incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 102 Osia Friendship 4<sup>th</sup> Gaothan Lane Off: J. P. Road Opp. Ram Mandir Andheri (West) Mumbai 400 053 Maharashtra India (hereinafter referred to as "Directi")

AND

The Customer (hereinafter referred to as the "Customer") of the Order as per the FAPI Database and the Owner (hereinafter referred to as "the Registrant") of the SLD (as defined below) as per the Registry Operators Database.

The Customer and the Registrant may be jointly referred to as the "Contractees"

This Agreement will become effective when accepted by Directi. Directi may elect to accept or reject your 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.

(Direct Information Private Limited and the Contractees may be referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, the Internet Corporation for Assigned Names and Numbers, a California non-profit corporation ("ICANN"), has been empowered by the United States federal government to oversee the evolution of the Internet by instituting principles of open competition;

WHEREAS, NeuLevel, Inc. ("Registry Operator"), a Delaware corporation, with its principal place of business located at Loudoun Tech Center, 45980 Center Oak Plaza, Sterling, VA 20166, has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the .biz top-level domain;

WHEREAS, Directi is authorized to provide Internet domain name registration services for second-level domain names within the .biz top level domain;

AND WHEREAS, the Customer intends to initiate the registration (hereinafter referred to as "the Order") of a second-level domain name ("the SLD") through Directi on behalf of the Registrant for the .biz top level domain;

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, Directi and the Contractees, intending to be legally bound, hereby agree as follows:

**1. DEFINITIONS**

- (1) "Account Manager" refers to a FAPI User that the Customer delegates management of the Order to as per the current data in the FAPI Database.

- (2) "Business Day" refers to a working day between Mondays to Friday excluding all Public Holidays.
- (3) "Communications" refers to date, time, content, including content in any link, of all oral / transmitted / written communications / correspondence between Directi, its Resellers, Contractees, Account Managers, FAPI Users 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.
- (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 Directi to the Contractees under this Agreement, whether written, transmitted, oral, through the Directi Website or otherwise.
- (5) "Directi Customer" refers to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity bound by any Directi Customer Product Agreement as published on the Directi Website.
- (6) "Directi Reseller" refers to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity bound by the Directi Reseller Master Agreement as published on the Directi Website.
- (7) "Directi Products" refer to all Products and Services of Directi which it has provided/rendered/sold, or is providing/rendering/selling.
- (8) "Directi Servers" refer to web servers, F API Servers, Mailing List Servers, Database Servers, and any other Machines / Servers that Directi Operates, for the FAPI, the Directi Website, the Directi Mailing Lists, Directi Products and any other operations required to fulfill services and operations of Directi.
- (9) "Directi Website" refers to <http://www.directi.com>
- (10) "DNS" means Internet domain name system.
- (11) "FAPI" refers to the Directi Foundation API as implemented in the current FAPI Server
- (12) "FAPI Client" refers to software / program / API / product that conforms to the FAPI and can initiate FAPI Transactions with a FAPI Server.
- (13) "FAPI Connection" refers to a network connection established to a FAPI Server with the purpose of initiating FAPI Transactions.
- (14) "FAPI Data" refers to the data elements exchanged in a FAPI Transaction as defined in the FAPI.
- (15) "FAPI Database" is the collection of data elements stored on the FAPI Server, of FAPI Users, Orders and other related information as defined in the FAPI.

- (16) "FAPI Server" refers to the Servers maintained by Directi, which expose the "FAPI" and/or are required for the functioning of the FAPI.
- (17) "FAPI Transaction" refers to the process of exchange of data during a FAPI Connection according to FAPI.
- (18) "FAPI User" refers to any Artificial Juridical Person, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that has access to "FAPI Server".
- (19) "JS Interface" refers to the set of web based interfaces including Reseller Control Panel, Customer Control Panel, Account Manager Control Panel, Payment Gateway Interface provided to the Reseller and his Customers to allow them to use the FAPI.
- (20) "Payment Gateway Services" refers to the online Payment Gateway Services offered by Directi, whereby Directi collects funds from a Customer on behalf of a Reseller for Orders placed by the Customer.
- (21) "Service Providers" refers individually and collectively to Directi and/or any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that Directi may Engage / Employ / Outsource / Contract with for the fulfillment / provision / purchase of Directi Products including but not limited to the .biz registry operator, NeuLevel Inc. and ICANN.
- (22) "Whois Directory" refers to the public web based query interface maintained by the Registry Operator that allows querying the Registrant, Admin, Technical and Billing Contact Information for a registered .biz SLD.

## 2. **OBLIGATIONS OF THE CONTRACTEES**

- (1) The Contractees acknowledge that in the event of any dispute and/or discrepancy concerning any data element of an Order or the Contractees in the FAPI Database, the data element in the FAPI Database records shall prevail.
- (2) The Contractees shall comply with all other terms or conditions established by Directi and/or its Service Providers from time to time.
- (3) The Contractees agree to provide, maintain and update, current, complete and accurate information for all the data elements about the Contractees in the FAPI Database.
- (4) During the term of this Agreement and for three years thereafter, the Contractees shall maintain the following records relating to its dealings with Directi, Directi 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 Contractees shall make these records available for inspection by Directi upon reasonable notice not exceeding 14 days.

### 3. REPRESENTATIONS AND WARRANTIES

Customer, Directi and Registrant represent and warrants 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 Directi in accordance with its terms;
- (3) The execution, delivery, and performance of this Agreement and the consummation by Directi 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 Reseller and Directi;
- (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;

Customer and Registrant represent and warrant that

- (1) they have read and understood every clause of this Agreement
- (2) they have independently evaluated the desirability of the Directi Product and are not relying on any representation agreement, guarantee or statement other than as set forth in this agreement; and
- (3) they are eligible, to enter into this Contract according to the laws of his country.

### 4. RIGHTS OF DIRECTI

- (1) Directi, in its sole discretion, reserves the right to delete the Order or refuse to fulfill the Order within thirty (30) calendar days from receipt of payment for the Order. The Contractees agrees that Directi and/or its Service Providers and/or Directi Resellers shall not be liable for loss or damages that may result from Directi's Deletion of the Order or refusal to fulfill the Order.
- (2) Directi shall change the Email Address of the Customer in the FAPI Database upon receiving authorization in the form of a Fax on the Customer's Letter Head, or upon receiving any other authorization as maybe prescribed by Directi from time to time.

- (3) Directi and the .biz Registry Operator, NeuLevel, Inc. expressly reserve the right to delete, suspend, deny, cancel or transfer the Order, in their sole discretion, to correct mistakes made by Directi or NeuLevel, Inc. in processing or executing such order, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, in compliance with any agreements executed by Directi, including but not limited to the Registry-Registrar agreement with NeuLevel, Inc., Registrar Accreditation Agreement with ICANN and other ICANN Policies or to avoid any liability, civil or criminal, on the part of Directi and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. Directi and NeuLevel, Inc. also reserve the right to freeze the Order during resolution of a dispute. The Contractees agrees that Directi, its Service Providers, Directi Resellers and the contactors, employees, directors, officers, representatives, agents and affiliates, of Directi, its Service Providers, and Directi Resellers are not liable for loss or damages that may result from any of the above.

## **5. BIZ RESTRICTIONS**

- (1) The SLD 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.

## **6. BIZ CERTIFICATION**

The Contractees hereby certify to the best of their knowledge that:

- (1) The SLD will be used primarily for bona fide business or commercial purposes and not

(1) exclusively for personal use; or

(2) 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. For more information on the .biz restrictions, which are incorporated herein by reference, please see: <http://www.neulevel.com/countdown/registrationRestrictions.html>
- (2) The SLD is reasonably related to the Registrant' s business or intended commercial purpose at the time of registration.
- (3) To the best of the Contractees knowledge and belief, neither this registration of the SLD nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party;
- (4) The SLD is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever

## **7. PROVISION OF REGISTRATION DATA**

- (1) Provision of Registration Data: As part of the registration process, the Contractees are required to provide Directi with certain information and to update this information to keep it current, complete and accurate. This information includes but is not restricted to:
  - (1) Registrants full name, postal address, e-mail address, voice telephone number, and fax number if available;
  - (2) The name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation;
  - (3) The IP addresses of the primary nameserver and any secondary nameserver(s) for the SLD;
  - (4) The corresponding names of those nameservers;
  - (5) The full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the SLD;
  - (6) The full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the SLD;
  - (7) The name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the SLD;
  - (8) Any remark concerning the SLD that should appear in the Whois directory.
- (2) Inaccurate or Unreliable Data: The Contractees hereby represent and warrant that the data provided in the Order is true, correct, up to date and complete and the Contractees will continue to keep all the information provided up to date. The Contractees willful provision of inaccurate or unreliable information, or willful failure to promptly update information provided to Directi, or any failure to respond for over five calendar days to Directi's inquiries addressed to the Customer or the Registrant, the administrative, billing or technical contact then appearing in the Whois directory by email as per Section 33 (NOTICE) with respect to the Order, concerning the accuracy of contact details associated with the Order, shall constitute a material breach of this Agreement.

## 8. DOMAIN NAME DISPUTE POLICY

By requesting, reserving or registering the SLD through Directi, or by transferring the SLD to Directi from another Registrar, the Contractees hereby acknowledge that they have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- (1) The Uniform Domain Name Dispute Resolution Policy("UDRP"), available at <http://www.icann.org/udrp/udrp.htm>.
- (2) The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>; and
- (3) The Restrictions Dispute Resolution Criteria and Rules("RDRP"), available at <http://www.neulevel.com/countdown/rdrp.html>.

None of the violations of the Restrictions will be enforced directly by or through Directi, its Service Providers, and Directi Resellers. Directi will not review, monitor, or otherwise verify that the SLD is being used primarily for business or commercial purposes or that the SLD is being used in compliance with the above terms and conditions.

## 9. DOMAIN NAME DISPUTES

(1) The Contractees agree that, if the use of the SLD is challenged by a third party, the Contractees will be subject to the provisions specified in Section 8 (DOMAIN NAME DISPUTE POLICY) in effect at the time of the dispute. The Contractees agree that in the event a SLD dispute arises with any third party, the Contractees will indemnify and hold Directi harmless pursuant to the terms and conditions set forth in the Dispute Policy and this Agreement. If Directi is notified that a complaint has been filed with a judicial or administrative body regarding the Contractees use of the SLD, the Contractees agree not to make any changes to the Order without Directi's prior approval. Directi may not allow the Contractees to make changes to such Order until:

- (1) Directi is directed to do so by the judicial or administrative body, or
  - (2) Directi receives notification, in a manner prescribed by Directi from time to time, by the Contractees and the other party contesting the Contractees registration or use of the SLD that the dispute has been settled.
- (2) Furthermore, the Contractees agrees that if the customer is subject to litigation regarding the Contractees registration or use of the SLD, Directi may deposit control of the SLD into the registry of the judicial body by supplying a party with a registrar certificate from Directi.

## 10. TERM OF AGREEMENT AND RENEWAL

The term of this Agreement shall be equal to the length of the term of the Order. Should the Customer choose to renew or otherwise lengthen the term of your Order, then the term of this Agreement will be extended accordingly.

The Term shall continue until the Agreement is terminated as provided for in Section 11 (TERMINATION OF AGREEMENT);

## 11. TERMINATION OF AGREEMENT

- (1) The Contractees may terminate this Agreement by
  - (1) By giving Directi a 30 (Thirty) days written notice of termination delivered as per Section 33 (NOTICE).
  - (2) With immediate effect, if Directi is adjudged insolvent or bankrupt, or if proceedings are instituted by or against Directi 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 Directi's property or assets or the liquidation, dissolution or winding up of a Directi's Business.
  - (3) By notifying Directi in writing as per Section 33 (NOTICE), as of the date of receipt of such notice, in the event that the either of the Contractees does not agree with any revision to this Agreement made as per Section 18 (RIGHT TO SUBSTITUTE UPDATED AGREEMENT).
- (2) Directi may Terminate this Agreement
  - (1) By giving either of the Contractees a 30 (Thirty) days written notice of termination delivered as per Section 33 (NOTICE).
  - (2) With immediate effect, if either of the Contractees is adjudged insolvent or bankrupt, or if proceedings are instituted by or against either of the Contractees 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 either of the Contractees property or assets or the liquidation, dissolution or winding up of either of the Contractees Business.
  - (3) By notifying either of the Contractees as per Section 33 (NOTICE), as of the date specified in such notice of termination under the following circumstances:
    - (1) In the event that either of the Contractees or their Agent / Employee / Authorized Representative materially breaches any term of this Agreement, including any of its representations, warranties, covenants and agreements hereunder, and such breach is not cured within 30 (Thirty) calendar days after email notification thereof is given by Directi as per Section 33 (NOTICE).
    - (2) There was a material misrepresentation and/or material inaccuracy, and/or materially misleading statement in the Contractees' Application to Directi and/or any material accompanying the application.
  - (4) As provided for in Appendix 'C'
- (3) This Agreement would be terminated with immediate effect upon transfer of the SLD to another Registrar.



- (4) Effect of Termination of this Agreement: Directi may suspend the Customers access to applicable services of the FAPI immediately upon receiving Termination notice from either of the Contractees or upon learning of any event, which Directi reasonably determines, would lead to Termination of the Agreement
- (5) Any pending balance / accrued liability due from the Contractees at the time of termination of this Agreement will be immediately payable.
- (6) 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.
- (7) The Contractees shall be liable for any damage arising from any breach of this Agreement.

## **12. FEES**

As consideration for the Order, the Contractees agree to pay to their respective Directi Reseller who remits payment to Directi on their behalf, all applicable service(s) fees charged by the Directi Reseller. All Payment Terms and Conditions set out in Appendix 'C' will be applicable.

## **13. LIMITATION OF LIABILITY**

IN NO EVENT WILL DIRECTI OR ITS SERVICE PROVIDERS OR CONTRACTORS OR THIRD PARTY BENEFICIARIES BE LIABLE TO THE CONTRACTEES 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 DIRECTI AND/OR ITS SERVICE PROVIDERS AND/OR DIRECTI RESELLERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DIRECTI 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 24 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 DIRECTI 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 Directi by either of the Contractees, then in no event will the liability of Directi exceed actual amount paid by the Directi Reseller to Directi for the Order minus direct expenses incurred with respect to the Order.

**14. INDEMNIFICATION**

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

(1) infringement by either of the Contractees , or someone else using a Directi 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 either of the Contractees of this Agreement.

However, that in any such case Directi may serve either of the Contractees with notice of any such claim and upon their written request as per Section 35 (NOTICE), Directi will provide to them all available information and assistance reasonably necessary for them to defend such claim, provided that they reimburse Directi for its actual costs.

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

(3) The Contractees 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 Directi in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

(4) This indemnification is in addition to any indemnification required under the Section 8 (DISPUTE NAME DISPUTE POLICY) and Section 9 (DOMAIN NAME DISPUTES).

**15. 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 Directi to the Contractees, or by any disclosure of any Confidential Information to the Contractees under this Agreement.

## **16. 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 as per Section 35 (NOTICE) 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 as per Section 35 (NOTICE).

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

(1) During the period of this Agreement, the Contractees agrees that Directi 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 on the Directi Website

(3) The Contractees agrees to review the Directi Website including the agreements, periodically, to be aware of any such revisions

(4) If the Contractees do not agree with any revision, the Contractees may terminate this Agreement according to Section 14(1)(3) of this Agreement

(5) The Contractees 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

## **18. CONFIDENTIALITY**

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

## **19. PUBLICITY**

The Contractees 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 Directi'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 Contractees gives Directi the right to use the Contractees names in marketing / promotional material with regards to Directi Products to Visitors to the Directi Website, Prospective Clients and Directi Users.

## **20. TAXES**

The Contractees 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 Directi Products.

## **21. 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.

## **22. 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 Directi.

The Customer shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person/s except as provided for in Section 24 (CUSTOMER – CUSTOMER TRANSFER) or with the prior written consent of Directi delivered and executed as per Section 32 (NOTICE).

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 25 (CHANGE OF REGISTRANT) or with the prior written consent of Directi delivered and executed as per Section 32 (NOTICE).

## **23. CUSTOMER – RESELLER TRANSFER**

(1) Directi may transfer the Customer from the existing Directi Reseller to another Directi Reseller under the following circumstances: -

- (1) Authorization from the Customer and/or an Agent or Authorized Representative of the Customer in a manner prescribed by Directi from time to time;
  - (2) Authorization from the existing Directi Reseller and/or his Agent or Authorized Representative in a manner prescribed by Directi from time to time; and
  - (3) If existing Directi Reseller ceases to be a Directi Reseller;
  - (4) If that Directi Reseller ceases to sell .biz SLD's;
  - (5) On receiving orders from a competent Court or Law Enforcement Agency;
- (2) In the above circumstances the Customer shall extend full cooperation to Directi in transferring the Order of the Customer from existing Directi Reseller to new Directi Reseller selected by Directi / Customer / Existing Reseller and/or their Agents or Authorized Representatives including without limitation, handing over all data required to be stored by the Customer as per Section 2(5), and complying with all requirements to facilitate a smooth transfer.

#### **24. CUSTOMER – CUSTOMER TRANSFER**

- (1) Directi may transfer the Order of the Customer to another Directi Customer under the following circumstances: -
  - (1) Authorization from the Customer and/or their Agent or Authorized Representative in a manner prescribed by Directi from time to time;
  - (2) On receiving orders from a competent Court or Law Enforcement Agency;
  - (3) Breach of Contract;
  - (4) Termination of this Agreement;
  - (5) Directi learns of any such event, which Directi 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 Directi in transferring the Order of the Customer to another Directi Customer selected by Directi / Customer and/or their Agents or Authorized Representatives including without limitation, handing over all data required to be stored by the Customer as per Section 3(5), and complying with all requirements to facilitate a smooth transfer.
- (3) The Customer agrees that prior to transferring the Order to another person (the Transferee"), the Customer shall require the Transferee to agree to be bound by all the terms and conditions of the then applicable Customer .biz Product Agreement, in the prescribed manner.
- (4) The Customer's Order(s) will not be transferred until Directi receives such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by Directi in its sole discretion). If the Transferee fails to be bound in a reasonable fashion (as

determined by Directi in its sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

## **25. CHANGE OF REGISTRANT**

The Contractees agree that prior to changing the Registrant Information of the Order to another person, the Contractees shall require the new Registrant to agree to be bound by all the terms and conditions of the then applicable Customer .biz Product Agreement, in the then prescribed manner. If the New Registrant fails to be bound in a reasonable fashion (as determined by Directi in its sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

## **26. TRANSFER TO ANOTHER REGISTRAR**

The Contractees acknowledge and agree that during the first 60 days after initial registration of the SLD, the Contractees will not be able to transfer the SLD to another Registrar. The Contractees agree to provide authorization to Directi for the transfer of the SLD to another Registrar. Directi, in its sole discretion will determine, if such authorization is adequate. The Contractees request to transfer to another registrar may be denied in situations described in this Agreement including, but not limited to: a dispute over the identity of the domain name holder; bankruptcy; and default in the payment of any fees.

## **27. NO GUARANTY**

The Contractees acknowledges that registration or reservation of the SLD does not confer immunity from objection to either the registration, reservation, or use of the SLD.

## **28. DISCLAIMER**

The FAPI, Directi Servers, FAPI Server, Directi Website, Customer Control Panel 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.

DIRECTI 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 NONINFRINGEMENT OF THIRD PARTY RIGHTS.

DIRECTI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY OF THE ABOVE WILL MEET THE CONTRACTEES' 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. DIRECTI WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

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

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CONTRACTEES FROM DIRECTI OR THROUGH THE DIRECTI WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

## **29. JURISDICTION**

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 subordinate to it, situated in Mumbai. Directi reserves the right to enforce the law in the Country/State/District where the Registered/Corporate/Branch Office, or Place of Management/Residence of either of the Contractees is situated as per the laws of that Country/State/District.

## **30. 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) All references in this Agreement to dollars and cents are expressed in US currency.
- (3) 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.
- (4) The Parties shall attempt to resolve any disputes between them prior to resorting to litigation through mutual understanding or a mutually acceptable Arbitrator.
- (5) This Agreement shall inure to the benefit of and be binding upon Directi and the Contractees as well as all respective successors and permitted assigns.
- (6) Survival: In the event of termination of this Agreement for any reason, Sections 1, 3(2), 3(4), 3(5), 5, 6, 7, 8, 9(2), 10, 11, 12, 14(4), 14(5), 14(6), 14(7), 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35 of this Agreement and Sections 1, 2 of Appendix A, and all Sections of Appendix B and of Appendix C shall survive.
- (7) 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 Directi.
- (8) The Contractees, Directi, its Service Providers, Directi Resellers 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.
- (9) 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.

- (10) 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.
- (11) Entire Agreement; Severability: This Agreement, which includes Appendix A, Appendix B, Appendix C, Appendix D 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.
- (12) 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.
- (13) This agreement may be executed in counterparts.
- (14) Language. All notices, designations, and specifications made under this Agreement shall be made in the English Language only.
- (15) 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

### **31. BREACH**

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

- (1) Directi can immediately, without any notification and without assigning any reasons, suspend / terminate the Customers access to the FAPI Server.
- (2) The Contractees will be immediately liable for any damages caused by any breach of any of the terms and conditions of this Agreement.
- (3) Directi can immediately, without any notification and without assigning any reasons, delete / suspend / terminate the Order.

### **32. NOTICE**

- (1) Any notice or other communication required or permitted to be delivered to Directi under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered when delivered to contact address specified on the Directi 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 Contractees 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 Contractees in the FAPI 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 Directi to its Legal Contact mentioned on the Directi Website and in case of the Contractees to their respective email address in the FAPI Database.

**APPENDIX 'A'**  
**TERMS AND CONDITIONS OF FAPI USAGE**

**1. ACCESS TO FAPI SERVER**

- (1) Directi may in its ABSOLUTE and UNFETTERED SOLE DISCRETION, temporarily suspend individual or collective access to the FAPI Server in the event of significant degradation of the FAPI Server, or at any time Directi may deem necessary.
- (2) Directi may in its ABSOLUTE and UNFETTERED SOLE DISCRETION make modifications to the FAPI and the FAPI Server from time to time.
- (3) Access to the FAPI Server is controlled by authentication information provided by Directi. Directi is not responsible for any FAPI Transaction that takes place using this authentication information whether or not authorized.
- (4) The FAPI User will not attempt to hack, crack, gain unauthorized access, misuse or engage in any practice that may hamper operations of the FAPI Server including, without Limitation temporary / permanent slow down of the FAPI Server, damage to data, software, operating system, applications, hardware components, network connectivity or any other hardware / software that constitute the FAPI Server and architecture needed to continue operation thereof.
- (5) FAPI User will not send repeated unreasonable FAPI Transactions or establish repeated unreasonable FAPI Connections. Directi will in its ABSOLUTE and UNFETTERED SOLE DISCRETION decide what constitutes as a reasonable FAPI Transaction and a reasonable FAPI Connection.
- (6) FAPI User will take reasonable measures and precautions to ensure secrecy of authentication information.
- (7) FAPI User will take reasonable precautions to protect FAPI Data from misuse, unauthorized access or disclosure, alteration, or destruction.
- (8) Directi 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.
- (9) FAPI User shall not use or permit use of the FAPI and the FAPI Server in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose.
- (10) Directi shall have the right to temporarily or permanently suspend access of a FAPI User to the FAPI Server if Directi in its ABSOLUTE and UNFETTERED SOLE DISCRETION suspects misuse of the access to the FAPI Server, or learns of any possible misuse that has occurred, or will occur with respect to a FAPI User.

**2. USAGE OF FAPI Data**

- (1) FAPI Data cannot be used for any purpose other than those listed below, except if explicit written permission has been obtained from Directi: -
  - (1) To initiate FAPI Transactions; and

- (2) To communicate with the Account Manager of an Order with respect to the Order, Modifications and Management of the Order thereof, or any other matter pertaining to Directi or its services.

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

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

- (1) With respect to the Confidential Information, the Contractees agree that:
  - (1) The Contractees 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 Directi.
  - (2) The Contractees shall make no disclosures whatsoever of any Confidential Information to others, provided however, that if the Contractees are a corporation, partnership, or similar entity, disclosure is permitted to their officers and employees who have a demonstrable need to know such Confidential Information, provided that the Contractees 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 Contractees shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of Directi.
- (2) The obligations set forth in this Appendix shall be continuing, provided, however, that this Appendix imposes no obligation upon the Contractees with respect to information that:
  - (1) is disclosed with Directi'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 Contractees prior to the time of disclosure in its integrated and aggregated form; or
  - (4) is independently developed by the Contractees without use of the Confidential Information; or
  - (5) is made generally available by Directi without restriction on disclosure.
- (3) In the event the Contractees is required by law, regulation or court order to disclose any of Directi's Confidential Information, the Contractees will promptly notify Directi in writing prior to making any such disclosure in order to facilitate Directi seeking a protective order or other appropriate remedy from the proper authority, at the Contractees' expense. The Contractees agree to cooperate with Directi in seeking such order or other remedy. The Contractees further agree that if Directi 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 in the Contractees' possession shall be immediately returned to Directi; the Contractees shall destroy all copies (including partial copies) of all Confidential Information, including copied portions contained in derivative works. Within 30 (Thirty) days of termination of this Agreement, the Contractees will certify in writing as per Section 35 (NOTICE) of the

Agreement, to Directi the Contractees' compliance with this provision. The Contractees shall provide full voluntary disclosure to Directi 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.

- (5) The Contractees duties under this Appendix shall expire five (5) years after the information is received or earlier, upon written agreement of the parties.
- (6) The Contractees agrees that Directi shall be entitled to seek all available legal and equitable remedies for the breach by either of the Contractees of all of these clauses in this Appendix at the cost of the Contractees.

**APPENDIX 'C'**  
**PAYMENT TERMS AND CONDITIONS**

**1. CHARGEBACKS / PAYMENT REVERSALS**

In the event that the Contractees charge back a payment made via Credit Card to the Customer's Directi Reseller or the payment instrument sent by the Contractees bounces due to Lack of Funds or any other Reason, then upon receiving reasonable evidence from the Directi Reseller:

- (1) Directi may immediately suspend the Customers access to the FAPI Server.
- (2) Directi in its ABSOLUTE and UNFETTERED SOLE DISCRETION may suspend / delete any or all of the Orders placed by the Customer as well as stop / suspend / delete any Orders currently being processed.
- (3) Directi may terminate this Agreement with immediate effect

Directi, in its sole discretion will determine what constitutes as reasonable evidence.