

## SAFENAMES RESELLER AGREEMENT

### 1. Introduction and Definitions.

- 1.1. We are Safenames Ltd. Our registered office is at Safenames House, Sunrise Parkway, Linford Wood, Milton Keynes MK14 6LS. Our VAT Number is .GB737419710
- 1.2. You can contact us by email on support@safenames.net , Telephone: +44 (0) 1908 200022  
Fax +44 (0) 1908 325192 and website: www.safenames.net
- 1.3. We are a domain name registrar accredited by the Internet Corporation for Assigned Names and Numbers (www.icann.org).
- 1.4. We explain in the headings what each clause covers. These headings are for guidance only and are not legally binding.
- 1.5. We refer in this agreement to certain other documents which form part of this agreement. Please tell us if you can't access those documents on the Internet and we will be happy to supply copies.
- 1.6. The following words and expressions shall have the following meanings:
  - 1.6.1. "ccTLD" country code top level domain (e.g. .uk, .de, .au)
  - 1.6.2. "DNS" domain name server
  - 1.6.3. "gTLD" generic top level domain (e.g. .com, org, .net, .biz, .info, .name)
  - 1.6.4. "ICANN" is the Internet Corporation for Assigned Names and Numbers
  - 1.6.5. "IDP" is the International Domain Portal for the registration, maintenance and transfer of domain names
  - 1.6.6. "Local Administration Costs" NIC fees and other local administration costs which without prejudice to the generality of the foregoing includes local agents' fees bank charges and courier fees
  - 1.6.7. "Naming Authorities" (1) ICANN or any equivalent body; and (2) the registries responsible for particular types of domain names including all country code registries
  - 1.6.8. "NIC" Network Information Centre who are the domain name registry responsible for the registration of ccTLD and gTLD domain names.
  - 1.6.9. "NIC Fee" the Network Information Centre fees and administration costs they charge.
  - 1.6.10. "Personal Data" is data concerning living individuals or data from which living individuals could be identified
  - 1.6.11. "Registrant" refers to the registrant/owner of a Domain Registration.
  - 1.6.12. "Registrar" refers to the Registrar of a Domain Registration or as shown in the Whois Record
  - 1.6.13. "Reseller Domain Registration Product Agreement Extension" the document of that title relating to the Reseller service provided by us.

1.6.14. “Services” means products and services supplied by us.

1.6.15. “our”, “we” and “us” means Safenames Limited and, where applicable, its directors, officers, employees, subcontractors, authorised agents and affiliated companies;

## **2. General Terms**

2.1. This Reseller Agreement is by and between you (the “Reseller”) and us, Safenames Ltd (Safenames). This agreement explains the basis upon which transactions between you, the Reseller, any Sub-Resellers and Safenames take place and our responsibilities toward each other.

2.2. By entering into this Agreement you, the Reseller, also agree to be bound by the terms of this Agreement for transactions entered into by anyone who uses the Reseller Account.

2.3. Reseller also agrees to be bound by any applicable agreements, policies or procedures posted on the Safenames website, as well as changes that may be made to them. Reseller agrees that Safenames may modify this Agreement in order to comply with applicable laws and the terms and conditions set forth by ICANN.

2.4. This Agreement as well as any additional Safenames policies, together with all modifications thereto, constitute the complete agreement between the You (the Reseller) and us, Safenames, concerning Your use of Safenames’ Software and Services, and supersedes and governs all prior proposals, agreements, or other communications.

2.5. By entering this agreement you agree to become an independent Reseller of Safenames.

2.6. Nothing in this agreement shall be construed as creating a partnership or joint venture of any kind between us.

## **3. Service**

3.1 Safenames grants the Reseller a non transferable license to resell the Services worldwide.

3.2 The Services include the following:

3.2.1. Domain registration in the gTLDs provided by Safenames (including Whois Service)

3.2.2. Domain registration in the “ccTLD” provided by Safenames (including Whois Service)

3.2.3. DNS service

3.2.4. Local Contact service

3.2.5. Company Formation Service

3.2.6. Web Re-direction Service

3.2.7. Web Hosting Service

3.2.8. SSL Certificate Service

3.2.9. Your Whois Privacy Service

### 3.2.10. Reactivate domain name (redemption)

- 3.3. The provision of the above services are subject to additional terms and conditions, which can be provided upon request.

## 4. Service Pricing

- 4.1 Reseller acknowledges that prices, discount rates and transaction fees are subject to change from time to time.
- 4.3. Reseller may set its own prices within, the ambit of the Safenames Pricing Schedule, unless you allow your clients to access the IDP system to register their domain names.
- 4.4. The administrative fee for services is subject to the size of your reseller portfolio
- 4.5. All reseller fees are shown in Safenames Pricing Schedule are displayed in US Dollars. If no special fee is displayed then revert back to standard Safenames fees displayed in Safenames terms and conditions.
- 4.6. You are not permitted to sell any products for a value higher than the Safenames Pricing Schedule
- 4.7. For registration services the **maximum administration price is US \$150**
- 4.8. For renewal services the **maximum administration price is US \$100**
- 4.9. The NIC fee pricing schedule is located here: <http://www.safenames.net/regulations.aspx>
- 4.10. Any modifications to the Pricing Schedule require written prior authorisation from Safenames. Any amendments to the Pricing Schedule without Safenames' consent will constitute a material breach of these terms.

## 5. Annual Licensing Fee

Reseller may be liable for an annual licensing fee.

## 6. Payment

- 6.1. You are obliged to open and create an IDP Account (the Reseller Account). Payments will be deposited into your account.
- 6.2. Upon Creation of the IDP Reseller Account you, the Reseller, must utilise the Cash Pot Facility.
- 6.3. You must always keep your Cash Pot in credit
- 6.4. The Cash Pot can be credited by the following:
  - 6.4.1. Credit card;
  - 6.4.2. Debit card or

#### 6.4.3. BACS Wire Transfer.

- 6.5. The total of all orders submitted through your reseller account will be deducted from your Cash Pot immediately.
- 6.6. Insufficient funds within your Cash Pot will constitute a material breach of this agreement and may result in the suspension and or termination of your services.
- 6.7. Safenames are not liable for any loss of services resulting from insufficient funds in your Cash Pot.
- 6.4. You will receive a 20% discount on the administrative fee. This discount is subject to clause 4.4. This discount is separate from the NIC fee.
- 6.5. You will be required to pay all applicable NIC fees for registrations in full.

### **7. Your Obligations and Representations**

- 7.1. You represent that you have power and authority to enter into this agreement.
- 7.2. You have an obligation to provide complete and accurate information and contact details and promptly notify us of any changes.
- 7.3. You must comply with our reasonable instructions and requests concerning the Services.
- 7.4. You are responsible for all persons who use your password or security phrase to access the Services, whether authorised or not, unless acting on our behalf.
- 7.5. You warrant that your use of the Services will not infringe any third party intellectual property or other rights.

### **8. Fraudulent Transactions**

- 8.1 Reseller agrees to hold Safenames to indemnify Safenames for and against transactions processed by Safenames on behalf of Reseller that are fraudulent in nature. Safenames are not liable for and against transactions processed by us, on behalf of Reseller that are fraudulent in nature.
- 8.2. These fraudulent transactions could result from, but are not limited to, misrepresentations, in the domain registration or transfer process, or from the use of stolen or misappropriated credit cards.

### **9. Refund policy**

Reseller and Reseller's customers are not entitled to any refunds of Service transactions

### **10. Restriction of Service and Right of Refusal**

- 10.1. Reseller agrees that Safenames, in its sole discretion and without liability to Reseller, may terminate this Agreement if Reseller is found to be using Safenames' Services in association with unsolicited commercial email or morally objectionable activities.

- 10.2. Morally objectionable activities will include, but not be limited to:
- 10.2.1 activities designed to defame, embarrass, harm, abuse, threaten, slander, or harass third parties,
  - 10.2.2. activities prohibited by the laws of the United Kingdom and/or foreign territories in which Reseller conducts business,
  - 10.2.3. activities designed to encourage unlawful behaviour by others such as; hate crimes; terrorism and child pornography,
  - 10.2.4. activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically or otherwise objectionable;
  - 10.2.5. activities designed to impersonate the identity of a third party.
- 10.4. In the event that Safenames terminates this Agreement for spam or morally objectionable activities, no refund will be issued.

## **11. Branding**

- 11.1. We authorise the Reseller to brand the services by using Reseller's name and logo.
- 11.2. You are not authorised to use the ICANN Accredited logo on Reseller's marketing materials and/or on web site.
- 11.3. You are not authorised to use Safenames' logo without express written consent from us. With aforementioned consent you are still not permitted to use Safenames' logo in any way that would lead to the confusion or mistake of the public, your customers, your Sub-Resellers, their customers or their Sub-Resellers.
- 11.4. You are not authorised licensed or permitted to use any of Safenames brands, trademarks, pending trademarks, of copyrighted materials without our express written consent.

## **12. Sub-Resellers and Sub-Accounts**

- 12.1. The Reseller is responsible for the acts and/or omissions of the Reseller's Sub-Resellers.
- 12.2. Safenames is not liable for any act or omission of you or your Sub-Reseller.
- 12.3. You agree to be responsible for and guarantee all payments and other performance obligations due to us for all services provided to you, your customers, your Sub-Resellers and all Sub-Resellers and customers below your account.
- 12.4. You agree that we may charge you reasonable administrative fees for dealing with complaints and related issues caused by you, your customers, your Sub-Resellers and customers below your account.
- 12.5. You agree that all your Sub-Resellers and all Sub-Resellers below your account are bound by all applicable existing terms and conditions, agreements, policies and procedures posted on the Safenames website, as well as changes that may be made to them.

- 12.6. You agree to indemnify us for any intentional or negligent failure by you or a Sub-Reseller to obtain the consent of any customer to these additional terms and conditions. We are not liable for any intentional or negligent failure by you or a Sub-Reseller to obtain the consent of any customer to these additional Terms and Conditions.
- 12.7. In the event that you die or become unavailable (where we are unsuccessful in all reasonable attempts to contact you) and if you have customers and/or Sub-Accounts we may assume direct control over such customers and Sub-Accounts.
- 12.8. Reasonable attempts to contact you will include:
  - 12.8.1. telephone communications to the number specified in your account:
  - 12.8.2. email correspondence to the email address specified in your account:
  - 12.8.3. facsimile correspondence to the fax number specified in your account:
  - 12.8.4. postal correspondence to the postal address specified in your account:
- 12.9 In the event that Safenames assumes direct control over your customers and/ or Sub-Accounts we will serve notice upon you to that effect.
- 12.10. Safenames will sometimes need to contact your clients directly. Circumstances in which we may contact your clients include, but are not limited to:
  - 12.10.1. Communications in compliance with ICANN or any other Naming Authority Rules and regulations;
  - 12.10.2. You, the Reseller becoming un-contactable;
  - 12.10.3. a material breach of these terms and conditions;
  - 12.10.4. receipt of a letter of dissatisfaction from your client/ Sub-Reseller or anyone beneath your account.

### **13. IDP Access and Multi-Users**

- 13.1. We authorise you to utilise the IDP system to manage domain names.
- 13.2. Your clients are not permitted to use the IDP system to register domain names unless;
  - 13.2.1. you agree to the IDP Reseller User Agreement or
  - 13.2.2. you have Safenames written prior authorisation.
- 13.3. If your clients access the IDP system without our receipt of your agreement to the Reseller User Agreement it constitutes a material breach of this agreement.

## **14. Security**

### 14.1. You must:

- 14.1.1. keep your username, password and security phrase secure (and we may change these at any time for good reason);
- 14.1.2. if requested use your password or security phrase when giving instructions (and we are authorised to comply with instructions containing your password or security phrase);
- 14.1.3 take reasonable steps in respect of matters in your control to minimise any risk of security breaches in connection with the Services e.g. by promptly implementing security patches;
- 14.1.4. notify us of any security breaches; and
- 14.1.5. comply with our security checks.

## **15. Termination and Term**

- 15.1. This Agreement is in effect for one (1) year from the Effective Date of this contract and will automatically renew for one (1) year increments.
- 15.2. Reseller agrees that we may modify this agreement from time to time.
- 15.3. Reseller agrees to be bound by any changes we may reasonably make to this agreement when such changes become effective.
- 15.4. Should Reseller elect to cancel Reseller's Agreement with Safenames, Reseller will not receive a refund for any fees Reseller may have paid to Safenames.
- 15.5. Upon Termination you, the Reseller have a 90 day period to move all existing client and or Sub Reseller Accounts and domains away from Safenames and all services.
- 15.6. After the expiry of 90 days all remaining clients and or Sub Reseller accounts and other accounts below you will revert to Safenames.
- 15.7. Upon Receipt of written notification of dissatisfaction of your Services from your client or Sub Reseller Safenames may assume control of your client and or Sub Reseller Account.
- 15.8. Written notification can be issued:
  - 15.8.1. By Facsimile
  - 15.8.2. By Post
  - 15.8.3. By Email
- 15.9. You will be notified of our receipt of your client dissatisfaction of service document and any subsequent action taken
- 15.10. Copies of the written notification can be provided upon request.

- 15.11. You (the Reseller) or Safenames may terminate this agreement immediately, on written notice if:
- 15.11.1. commits a material breach of this agreement and, if remediable, having received from the other party written notice stating the intention to terminate the agreement if not remedied, fails to remedy the breach within 14 days; or
  - 15.11.2. is subject to a resolution for winding up or a petition for bankruptcy or liquidation or proposes or enters any arrangement or composition with assignment with or for creditors or a receiver or liquidator or trustee in bankruptcy is appointed over it or any of its assets or any similar circumstances.
- 15.12. We may also terminate this agreement (as regards some or all of the Services) and/or suspend some or all of the Services (including our declining to co-operate generally with you) immediately on written notice:
- 15.12.1. in the event of Exceptional Circumstances;
  - 15.12.2. if you have otherwise breached this agreement including non-payment;
  - 15.12.3. if we are required to do so by Regulation or competent authority; or
  - 15.12.4. it is otherwise permitted under this agreement.

## **16. Confidentiality**

- 16.1. We both agree not to use for any purpose apart from this agreement or disclose any Confidential Data received from the other party. "Confidential Data" means Data identified as, or which clearly is, confidential.
- 16.2. This clause does not apply to Data which:
- 16.2.1. enters the public domain other than through breach of this clause;
  - 16.2.2. is or becomes independently known to the receiving party free from any confidentiality restriction;
  - 16.2.3. is required to be disclosed by Regulation or competent authority;
  - 16.2.4. is reasonably disclosed to our employees, suppliers or others for the proper performance of the agreement and subject in the case of suppliers or others to the signature of an appropriate confidentiality undertaking;
  - 16.2.5. is reasonably disclosed to professional advisers; or
  - 16.2.6. which we are otherwise permitted to disclose in accordance with this agreement.

## **17. Intellectual property rights**

We retain ownership of all intellectual property rights relating to development or supply of the Services including all methodologies, know-how and processes used and in any information, reports,



documents, software or other Data created by us as part of the Services (together described as “the Materials”).

## **18. Unauthorised Use**

- 18.1. You will notify us immediately upon the discovery of any unauthorised use or copying of Safenames’ products or services.
- 18.2. If you are at fault in any way you, the Reseller, may be held liable for the cost of the legal proceedings.

## **19. Data**

You agree to be bound by the terms of our Privacy Policy.

## **20. Notices**

- 20.1. You should send any notices under this agreement to the address given at the top of this agreement. Fax and email contact details are published on our website.
- 20.2. We shall send any notices in accordance with the most recent contact information which you have provided to us.
- 20.3. Notices may be sent by hand, recorded delivery, fax or email and shall be deemed to be received:
  - 20.3.1. by hand - when delivered provided handed to a senior employee
  - 20.3.2. recorded delivery - five days after posting
  - 20.3.3. fax - when the sender receives an error-free transmission report
  - 20.3.4. email – on the day sent unless the contrary proved.

## **21. Events Beyond Our Control**

Neither party shall be liable for failure to perform or delay in performing any obligation (excluding payment) under this Agreement if the failure or delay is caused by events or circumstances beyond its reasonable control including, without limitation, failure of any communications, telecommunications or computer systems, strikes, walk-outs and other industrial disputes.

## **22. Acceptable Conduct Policy.**

- 22.1 Safenames adheres to an Acceptable Conduct Policy in respect of our clients and our employees. By agreeing to these terms you agree to the Acceptable Conduct Policy.
- 22.2. Safenames clients, Resellers and employees are allowed to work within a productive working environment. Safenames staff and clients will be treated with a level of respect and dignity which is productive to their work and Safenames has a zero-tolerance policy in respect of unacceptable conduct.

22.2. Unacceptable Conduct includes, but is not limited to:

22.2.1 Abusive, harassing, harmful or threatening comments or communications;

22.2.2. Racially or Ethnically derogatory communications;

22.2.3. Sexually derogatory comments or communications and

22.2.3. Offensive comments and or communications.

22.2. Any reports of any violations of the Safenames Acceptable Conduct Policy will be formally investigated.

22. Upon the determination of a violation by a panel, the violation of the policy will constitute a material breach of these Terms and Conditions and may result in the Termination of your service.

## 22. Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the Laws of England and Wales.

## 23. Safenames Pricing Schedule

ALL PRICING IN US (\$) UNLESS OTHERWISE STATED

REGISTRATIONS :

Generic Domains:

Domain extension      Inclusive of NIC fee

.co.uk (UK)      \$58.00(2 Years)

.com      \$58.00(2 Years)

.net      \$58.00(2 Years)

.org      \$58.00(2 Years)

.info      \$58.00(2 Years)

.biz      \$58.00(2 Years)

Registration Country Code Domains: CCTLD 150.00 + NIC fee

Renewals Generic \$58.00(2 Years)

Renewals CCTLD \$100.00 + NIC Fee

Transfers in: All extensions \$30.00 + NIC Fee (If applicable)

Transfers out: All extensions \$100.00

Redemption fee: \$199.00

Cancellation fee \$60

Change of legal ownership \$199.00

Modify domain details \$30.00

Web-Redirect fee \$10.00 (P/A)

DNS Service: \$10.00 (P/A)

Local Contact service \$800 set-up then \$250 (P/A)

Company Formation Service \$5000 set-up then \$1000 (P/A)

128 bit SSL Certificate fee \$45 (P/A)

wild Card SSL Certificate fee \$199 (P/A)

Your Whois Privacy Service \$5 (P/A)

Annual Licensing Fee \$3000 (paid in monthly instalments)