



Terms & Conditions

Terms & Conditions - Acceptable User Policy

This Agreement ("Agreement") is a binding agreement between Nextra Online Services Private Limited, a Company incorporated under the Companies Act, 2013 ("NextraOne Web Service") and the person or entity ("you" or "your") on whose behalf this Agreement is executed. This Agreement governs your use of any and all services and/or support provided by NextraOne Web Services, including but not limited to web hosting, reseller plans, dedicated cloud servers, data centers, virtual private servers, domain names, and/or web design ("Services"). When you use your account or permit someone else to use it to purchase or otherwise acquire access to additional Services or to cancel your Services (even if we were not notified of such authorization), this by Agreement covers such service or actions. By using the Services under this Agreement, you acknowledge that you have read and agree to be bound all terms and conditions of this Agreement.

Please read this Agreement carefully prior to ordering or using any NextraOne Web Services. This Agreement and any subsequent modifications thereto, exclusively govern your use of the Services subject to applicable central and state laws. This Agreement represents the complete agreement and understanding between you and NextraOne Web Services and supersedes any other written or oral agreement. You shall continue to be bound by these terms and conditions until your account has been closed by NextraOne Web Services and confirmation provided with respect to the same. USE OF YOUR ACCOUNT at any time shall constitute your acceptance and approval of the terms and conditions set forth in this Agreement. Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and NextraOne Web Services agree as follows

1. Services

"NextraOne" has agreed to provide Domain/Web Hosting/Email services to the "Client" on receipt of fee as applicable on the date of applying for the service, renewal, etc.

2. Termination/ Cancellation of Services.

NextraOne Web Services reserves the right to cancel your service for any reason without prior notice. Where appropriate, any fees paid for yet to be used services may be returned to you on a pro-rated basis. Such discretion is to be consistent with the terms of this Agreement and to the extent that no such term is set forth in this Agreement, discretion rests solely with NextraOne Web Services as to whether to issue a refund. In some instances, fees are related to licenses or bundles that are not capable of being refunded notwithstanding any remaining term on a contract or subscription. Examples of non-refundable fees include, but are not limited to, domain name registration/transfer,



domain protection, additional site builder licenses, SSL certificates, dedicated server orders and fees, downgrade/upgrade fees, fees for any products purchased through NextraOne Web Services, and IP. In the event that NextraOne Web Services has cancelled your account and you re-registers with NextraOne Web Services following said cancellation without the express written consent of NextraOne Web Services, NextraOne Web Services reserves the right to cancel your account and retain any and all fees paid to date as a part of that re-registration, regardless of whether any service has been rendered, as a forfeiture related to your unapproved re-registration.

NextraOne Web Services can terminate the services provided/to be provided to the "Client" if "Client" becomes insolvent, delinquent, unable to pay its debt violates any term/s and condition/s of this Agreement. NextraOne Web Services also reserves the right to terminate the services if it is determined by NextraOne Web Services, in its sole discretion, that the client is pursuing or is perceived to pursue any illegal activity and/or if at any time your site has or perceived to have pornography and/or nudity of any kind, including but not limited to, adult pornography, Anime, child pornography, "adult content" and/or the written word of a sexual nature.

3. Non-Refundable Fees:

Domain name registration/transfer, domain protection, site builder, setup fees, activation and reactivation fees, license fees, upgrade/downgrade/migration fees, additionally set up services and premium support services are not refundable. Any request to redeem special or free optional services need to be redeemed at the same time of the package start date or the upgrade date of the applicable new package or the right to such special or free services will be waived. Example of such services include, but are not limited to, free domain registration, SSL, static IP, domain ID protection.

4. Refunds:

Within the first 30 days as a NextraOne Web Services customer, NextraOne Web Services will cancel your account and refund all money paid for your hosting service upon receipt of a formal request for cancellation through our cancellation form. The following services are expressly excluded from the refunds. Closure of your account does not automatically or necessarily entitle you to a refund of any fees due or paid

- Domain registration, transfer, and ID protection;
- Private SSL;
- All service fees in section 12 as defined herein;
- Additional static IPs;
- Additional site builder licenses;
- Licensed products purchased through NextraOne Web Services.

5. Non-Transferability of Accounts:

NextraOne Web Services accounts cannot be transferred or used by anyone other than the subscriber. You may not sell, lease, rent or assign accounts to any party that has not expressly accepted and agreed to be bound by the terms and conditions of this Agreement. Shared hosting accounts cannot be



used for resale purposes. Violations of any of the provisions of this Section are grounds for the suspension and/or violation of a user account. Any and all sites hosted by NextraOne Web Services must be registered with the same entity unless expressly and previously authorized in writing by NextraOne Web Services.

6. Client Covenants

We cannot check to see whether the web site hosted by you on our server infringes legal rights of others. We urge you to investigate and ensure that web site hosted by you do not infringe the legal right of others. During the period that "NextraOne Web Services" provides Web Hosting service or Email Service, "Client" shall not distribute on the website any content that:

- i. infringes on the intellectual property rights of any third party or any rights of publicity or privacy,
- ii. violates any law, statute, ordinance or regulation,
- iii. is defamatory, trade libellous, unlawfully threatening or unlawfully harassing,
- iv. is obscene, pornographic or indecent or contains viruses or other computer programming routines that are intended to damage or detrimentally interfere with any system, data or personal information.
- v. under no circumstances unsolicited message/s of communication in any form (SPAM) shall be sent by the client to any third party. Neither shall the client send any communication to any of its client which is not desired by him. If we receive any complaint from any third party that they have received unsolicited communication, then we shall terminate the services immediately, without giving any notice. If the service is terminated due to SPAMMING, then we shall not be liable for any damages neither shall be refund any amount received towards service fee

"NextraOne Web Services" shall terminate the services immediately without assigning any reason if the client does not follow the client covenants as stated above.

7. Indemnification:

You agree to, and shall, without limitation or exception, indemnify, defend, and hold harmless nextraoneweb services.com and its subsidiaries, affiliates, officers, agents, co-branders, partners, and employees from and against any claim, demand, action, damages, liability, loss, costs, or expenses, including reasonable attorneys' fees, due in whole or in part to any breach or violation of this Agreement, including, but not limited to:

- i. any of the events described in this Agreement;
- ii. any breach of this Agreement by you;
- iii. any information or data loss that you submit, post, transmit, or receive as a part of any service offered by NextraOne Web Services;
- iv. your use of any service offered by NextraOne Web Services
- v. your violation of any third party rights; or
- vi. any act or omission by you or your agents.



'Client' shall indemnify "NextraOne Web Services", its officers, directors, employees, agents or its affiliates for all losses, damages, liabilities and all reasonable expenses and costs incurred by NextraOne Web Services.

NextraOne Web Services can stop providing the services to the Client on received of complaint by the third party regarding the violation of Client Covenants.

8. Permitted Use:

Services provided to you by NextraOne Web Services may only be used for lawful purposes. The transmission or publication of any information, data, or material in violation of any central or state regulations or law is strictly prohibited and grounds for immediate cancellation of your account. This includes, but is not limited to, material protected by copyright, trade secret or any other statute, threatening material, obscene material, material that is deemed to be suited for "adults only," pornography, child pornography, as well as links to or instructions for accessing the foregoing. NextraOne Web Services reserves the right to remove any and all materials which infringe on copyright work that otherwise violate permitted use of the services offered by NextraOne Web Services. Examples of non-acceptable content or links include, but are not limited to, hacker applications/archives, "Warez" sites, proxy applications, IRC, rapidleech (and similar), torrents, torrents listings, and spam applications such as:

- a) Usenet spam (off-topic, bulk posting/cross-posting, advertising in non-commercial newsgroups, etc.)
- b) Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 2-3) or posting of articles which are off-topic (i.e., off-topic according to the newsgroup charter or the article provokes complaints from the readers of the newsgroup for being off-topic)
- c) Sending unsolicited mass e-mails (i.e., to more than 10 individuals, generally referred to as spamming) which provokes complaints from any of the recipients; or engaging in spamming from any provider
- d) Offering for sale or otherwise enabling access to software products that facilitate the sending of unsolicited e-mail or facilitate the assembling of multiple e-mail addresses ('spamware')
- e) Advertising, transmitting, linking to, or otherwise making available any software, program, product, or service that is designed to violate these terms, including but not limited to the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software
- f) Harassment of other individuals utilizing the Internet after being asked to stop by those individuals, a court, a law-enforcement agency and/or Nextra
- g) Impersonating another user or entity or an existing company/user/service or otherwise falsifying one's identity for fraudulent purposes in e-mail, Usenet postings, on IRC, or with any other Internet service, or for the purpose of directing traffic of said user or entity elsewhere
- h) Pointing to or otherwise directing traffic to, directly or indirectly, any material that, in the sole opinion of Nextra, is associated with spamming, bulk e-mail, e-mail harvesting, warez (or links to such material), is in violation of copyright law, or contains material judged, in the sole opinion of Nextra, to be threatening or obscene or inappropriate
- i) Engaging in or solicit illegal activities, or to conduct any other activity that infringes the rights of Nextra, Service Providers or any other third party



- j) Making foul or profane expressions, or impersonating another person with fraudulent or malicious intent, or to annoy, abuse, threaten, or harass that person
- k) Transmitting Unsolicited Commercial e-mail (UCE)
- l) Transmitting bulk e-mail
- m) Being listed, or, in our sole opinion is about to be listed, in any Spam Blacklist or DNS Blacklist
- n) Posting bulk Usenet/newsgroup articles
- o) Denial of Service attacks of any kind
- p) Excessive use of any web service obtained under this agreement beyond reasonable limits as determined by the Nextra in its sole discretion
- q) Copyright or trademark infringement
- r) Unlawful or illegal activities of any kind
- s) Promoting net abuse in any manner (providing software, tools or information which enables, facilitates or otherwise supports net abuse)
- t) Causing lossage or creating service degradation for other users whether intentional or inadvertent.
- u) Distributing chain letters
- v) Sending large or multiple files or messages to a single recipient with malicious intent
- w) Cross-posting articles to an excessive number of, or inappropriate, newsgroups, forums, mailing lists or websites
- x) Phishing (identity theft), pharming, distribution of virus or malware, child pornography, Fast Flux techniques, running Botnet command and control, network attacks, money laundering schemes (Ponzi, Pyramid, Money Mule, etc.), or illegal distribution of prescription medications, including, but not limited to, promotion, marketing, or sale of prescription medications without a valid prescription.
- y) Excessive use of any web service obtained under this agreement beyond reasonable limits as determined by the Nextra in its sole discretion
- z) Copyright or trademark infringement.

9. Warrant to NextraOne Web Services.

You warrant that:

- a) You shall ensure that the use of NextraOne Web Services shall not disrupt NextraOne Web Services, its associated networks or equipment forming part of the systems, or the permitted activities of other users of any NextraOne Web Services.
- b) You will maintain the security of all files and content installed under your hosting account and that you will maintain any software installed to up to date version in order to avoid security breaches.
- c) You will not utilize an excessive amount of system resources and in those instances in which NextraOne Web Services deems an excessive amount of system resources to be utilized by you, NextraOne Web Services reserves the right to place a limit on any process or service in your account to prevent disruption of service to other customers.
- d) You will not use of NextraOne Web Services services in a manner that is disruptive, damaging, unlawful, offensive, or intrusive as determined solely by NextraOne Web Services.
- e) You will not send unsolicited mass mailings from another service that in any way implicates the use of NextraOne Web Services services, NextraOne Web Services equipment, or any site hosted on any NextraOne Web Services network.



- f) You will not utilize any NextraOne Web Services service, equipment, or e-mail address in connection with the transmission of the same or substantially similar unsolicited message to 50 or more recipients or eight or more news groups in a single day.
- g) Any material submitted for publication using any NextraOne Web Services service does not violate or infringe any copyright, trademark, patent, statutory common law or proprietary interest of others or contain anything obscene or libellous.
- h) You are over the age of eighteen (18) years or are a Nextra or guardian of a user that is under the age of eighteen years of age and are authorized and able to enter into this Agreement.
- i) You will cooperate in the investigation of any material that could be infringing on a third party's copyright.
- j) You will comply with other organizations' networks or computing resources and comply with their respective permission and usage policies.

10. Domain Renewal:

For all new domains, you agree to pay an annual, non-refundable registration fee. These fees will appear on your billing statement unless prior arrangements are made with our customer service department. It is your sole responsibility to cancel the renewal once the domain has been invoiced and must occur within seven days prior to your renewal date. Any renewal that is processed will not be refunded. The Client agrees to contact NextraOne Web Services in the event of an expired domain name he owns with further information regarding the continuation/cancellation of the aforementioned service.

11. Hosting Limits.

Hosting space is intended for normal use only, and is limited to Web files, e-mail and content of the hosted Web sites, not for storage of media or other data nor for the sole purpose of mass e-mail/solicitation. Hosting space may not be used as off site storage for electronic files or for third party electronic mail or FTP hosts. You are responsible for removing any files which do not meet these requirements, and for adhering to any hosting space (disk usage) limits allocated to your account(s). Failure to do so may result in removal and deletion of such materials, and/or in discontinuation of your services or account. - violating this rule will result in account suspension.

12. Cancellation.

You must formally notify NextraOne Web Services of any cancellation by completing an Account Cancellation Form available by clicking here in order to cancel your account with us. NextraOne Web Services will not process any other requests submitted outside of our Account Cancellation Form. Absent a valid cancellation, NextraOne Web Services will automatically renew your account for the next billing cycle one month before the account expiration date. Orders received for previously canceled accounts will not be processed and accounts will not be activated. Credit card or PayPal chargeback will result in automatic cancellation and deletion of the customer's account from our servers. A re-activation fee will apply to all suspended accounts due to non-payments of due fees. Transferring your domain to another provider does not constitute cancelling your NextraOne Web Services account.



13. Service Fees.

As consideration for the services you have selected, you agree to pay us the applicable service(s) fees. All fees payable hereunder are non-refundable unless we provide otherwise. As further consideration for the Services, you agree to:

(1) provide current, complete and accurate information about you, as required by the registration process; and

(2) maintain and update this information, as needed, to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You hereby grant us the right to disclose to third parties such Account Information. The Registrant, by completing and submitting the Web Hosting Agreement ("Agreement"), represents that the statements in its application are true and so far as the Registrant is aware, does not interfere with or infringe upon the rights of any third party. The Registrant also represents that the Web hosting is not done for any unlawful purpose.

All payments are to be made through Cheque/ Bank Draft in favour of "Nextra Online Services Pvt. Ltd." payable at New Delhi and are to be sent at the mailing address as mentioned in this Agreement by courier/registered post. **The payments are required to be paid in advance otherwise NextraOne Web Services would not proceed with providing of its Services. Your requested Domain/Email/space for web hosting will not be booked on our server unless we receive actual payment of the registration or renewal.**

14. Communication.

NextraOne Web Services may communicate with you through e-mail for issues related to billing, changes, additions and modifications to the network. It is your responsibility to provide a valid and operational electronic mail address and to check that address for e-mail sent to you. It is your further responsibility to inform NextraOne Web Services of any changes to your account, such as phone number, address, credit card information. You may be required to provide verification for security purposes authorizing you to make any changes to an account. The use of profanity in language, or abuse towards any NextraOne Web Services employee via chat, e-mail, phone, e-ticket system, or in any other form will result in a complete block from the NextraOne Web Services support system and subject your account to cancellation without a refund.

15. Backup and Data Loss:

NextraOne Web Services is not responsible for files or data loss. It is the client full responsibility for file and data transfer and maintaining backup file of your own account. Backup are used solely by NextraOne Web Services for emergency or server restoration only. There will be no backups for accounts that have been suspended or terminated. NextraOne Web Services will not be responsible for any data loss related to accounts that have past due invoice or suspended due to non-payment. NextraOne Web Services will not be responsible for any data loss.



16. Uptime Guarantee:

If your shared hosting account downtime is not within the 99.9% uptime, you may request for credit on your account based on our Service Level Agreement. Uptime of the server is defined as the reported hardware and network availability, not uptime from individual service which is independent of the actual uptime of the server. Third party monitoring services reports may not be used for justification due to unreliable monitor's network capacity/transit availability. To requests credit, please open a support ticket to report your claim with justification based on our term and condition. Credit approval is at the discretion of NextraOne Web Services.

17. Arbitration:

If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the dispute shall be referred to a sole Arbitrator appointed by NextraOne Web Services. The place of arbitration shall be Delhi. The Indian Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in English language.

Save and except as provided in the preceding clause the Courts at New Delhi alone shall have exclusive jurisdiction over any issue arising out of this Agreement.

18. Disclaimer of Warranties:

NextraOne Web Services makes no warranties of any kind, whether expressed, statutory, or implied for any of the services provided under this Agreement and expressly disclaims the same. The aforementioned includes but is not limited to warranties of merchantability, fitness for use, fitness for a particular purpose, and non-infringement. Your use of any NextraOne Web Services service is at your sole risk. Any and all NextraOne Web Services services are provided on an "as is" basis and "as available" basis. Unless otherwise set forth herein, NextraOne Web Services expressly disclaims all promises, representations, and warranties relating to any and all NextraOne Web Services services and add-on software or 3rd party software, including but not limited to their condition, their conformity to any representations or description, and the existence of any patent or latent defects. NextraOne Web Services further makes no warranty that any service offered by NextraOne Web Services will:

- a) meet your requirements or expectations;
- b) be uninterrupted, timely, secure, or error-free;
- c) be accurate or reliable with respect to any results obtained from the use of any service offered by NextraOne Web Services;
- d) that any errors or defects in any service offered by NextraOne Web Services will be capable of correction.

Under no circumstance at any time should any advice or information, whether written or oral, proffered by NextraOne Web Services or its agents create any expectation or warranty that contravenes the disclaimers set forth above.



THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. "NextraOne Web Services" EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. "NextraOne Web Services" DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS.

THE NEXTRAONE WEB SERVICES SERVERS 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.

SERVICE PROVIDERS NEXTRAONE WEB SERVICES EXPRESSLY DISCLAIM ALL WARRANTIES AND / OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND QUALITY/AVAILABILITY OF TECHNICAL SUPPORT.

19. Limitation of Liability.

You expressly acknowledge and agree that NextraOne Web Services shall not be liable for any indirect, incidental, special, consequential, or exemplary losses or damages, including without limitation damages for lost profits, goodwill, use, data, down time, failure to realize savings, or other indirect loss (even if advised as to the possibility of such damages) resulting from:

- the use or the inability to use any service offered by NextraOne Web Services;
- any breach of a representation or warranty to a third-party with respect to any good or service sold by you and involving the use of any service offered by NextraOne Web Services;
- unauthorized access to, alteration of, or disclosure of your data as it relates to any service offered by NextraOne Web Services;
- any other matter relating to any service offered by NextraOne Web Services;

20. No Agency.

The relationship between you and NextraOne Web Services is that of independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

21. No Assignment.

Your right to use any service provided by NextraOne Web Services is not transferable and is subject to any limits established by NextraOne Web Services. You may not assign or transfer this Agreement in whole or in part to any third party without NextraOne Web Services' express, written consent,



which shall be given, if at all, in NextraOne Web Services' sole discretion. NextraOne Web Services may assign this Agreement at will.

22. Binding Obligation and Authority.

You represent and warrant that you have read and understood this Agreement and that it constitutes a valid and legally binding agreement; and that you have full power, authority and legal capacity to enter into this Agreement and perform your obligations hereunder. If you are registering on behalf of a company or other entity, you agree that you have the authority to bind such company. This Agreement shall be inure to the benefit of, be binding upon, and be enforceable by the parties it describes and their respective officers, directors, employees, representatives, successors, and permitted assigns.

23. Notices.

You agree that notices to you may be made via e-mail or regular mail. You also agree that notice of changes to this Agreement or other matters may be made by displaying notices or links to notices to you. Notices to NextraOne Web Services may be made by such contact information as may be designated by NextraOne Web Services for such purpose. NextraOne Web Services may modify the terms and conditions of this Agreement, modify the prices of any Services governed by this Agreement, as well as discontinue or change the scope of any such Services with or without prior notification.

24. Force Majeure.

NextraOne Web Services shall not be responsible for delays or failures in performing its obligations under this Agreement due to events of force majeure or any other cause beyond its reasonable control.

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 three months of such interference, provided that such party uses best efforts to avoid or remove such causes of non performance as soon as possible.

25. Ownership.



NextraOne Web Services is the exclusive owner of all offered services except when any such service is offered under license. Under no circumstance are you to be considered an owner of any NextraOne Web Services or property. All communications to and from NextraOne Web Services personnel via e-ticket, e-mail, and live chat are confidential and property of NextraOne Web Services, and cannot be disclosed or distributed to any third-party without the express written consent of NextraOne Web Services.

26. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof. This Agreement may be amended by NextraOne Web Services upon NextraOne Web Services' posting of a new version at <http://www.NextraOne Web ServicesServcies.com/tc.php>

27. Severability.

If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction in which it is performed, then the meaning of that section shall be interpreted, to the extent feasible, in a way that renders it enforceable. If no feasible interpretation is possible, the section will be severed from the rest of this Agreement and the rest of the Agreement will remain in full force and effect. No such severing shall affect the interpretation of the applicable provision or any other part hereof in any other jurisdiction or with respect to any other facts or circumstances.

28. Headings.

Section headings provided herein are for convenience only and form no part of this Agreement and will not affect the interpretation of this Agreement.

29. Non-Waiver.

The failure of NextraOne Web Services to enforce or require enforcement of any provision of this Agreement will not constitute or be construed to be a waiver of its right to enforce or requirement enforcement of that or any other provision now or in the future.

30. Survival.

Any cause of action arising out of or related to this Agreement must commence within one (1) year after the cause of action arose or any such cause of action is otherwise permanently barred. All provisions in this Agreement regarding representations and warranties, indemnification, disclaimers, ownership, and limitations on liability shall survive any termination of this Agreement, except as expressly set forth therein to the contrary.



The Customer 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 Nextra Products.

31. 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. The Customer shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person(s)/party without the prior written consent of the Nextra.



DOMAIN REGISTRATION

CUSTOMER DOMAIN REGISTRATION PRODUCT AGREEMENT EXTENSION

Nextra Online Services Private Limited (hereinafter referred to as "Nextra") AND you (hereinafter referred to as "Customer")

HAVE entered into a Customer Master Agreement ("Agreement") effective from August 30, 2016 of which this "Domain Registration Product Agreement Extension" is a part.

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

WHEREAS, the Customer wishes to purchase Registration and/or Management and/or Renewal and/or Transfer for the list of TLDs mentioned within APPENDIX 'B' through Nextra;

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, Nextra and the Customer, 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, .NZ, .CO, .CA, .DE, .ES, .AU, .XXX, .RU, .PRO, .SX, .PW, .IN.NET, .CO.DE, .LA, Donuts, .CLUB, .UNO, .MENU, .BUZZ, .LONDON, .BID, .TRADE, .WEBCAM, .CO.COM, .US.COM, .UK.COM, .GB.NET, .COM.DE, .CN.COM, .BR.COM, .GR.COM, .DE.COM, .AE.ORG, .QC.COM, .EU.COM, .SE.NET, .RU.COM, .HU.COM, .SE.COM, .NO.COM, .UK.NET, .SA.COM, .JPN.COM, .UY.COM, .KR.COM, .ZA.COM, .GB.COM, Rightside Registry and Radix Registry

(2) "gTLD" refers to .COM, .NET, .ORG, .BIZ, .INFO, .NAME, .TRAVEL, .COOP, .MOBI, .ASIA, .TEL, .XXX, .PRO, .BIKE, .CLOTHING, .GURU, .HOLDINGS, .PLUMBING, .SINGLES, .VENTURES, .CAMERA, .EQUIPMENT, .ESTATE, .GALLERY, .GRAPHICS, .LIGHTING, .PHOTOGRAPHY, .CONSTRUCTION, .CONTRACTORS, .DIRECTORY, .KITCHEN, .LAND, .TECHNOLOGY, .TODAY, .DIAMONDS, .ENTERPRISES, .TIPS, .VOYAGE, .CAREERS, .PHOTOS, .RECIPES, .SHOES, .CAB, .COMPANY, .DOMAINS, .LIMO, .ACADEMY, .CENTER, .COMPUTER, .MANAGEMENT, .SYSTEMS, .BUILDERS, .EMAIL, .SOLUTIONS, .SUPPORT, .TRAINING, .CAMP, .EDUCATION, .GLASS, .INSTITUTE, .REPAIR, .COFFEE, .FLORIST, .HOUSE, .INTERNATIONAL, .SOLAR, .HOLIDAY, .MARKETING, .CODES, .FARM, .VIAJES, .AGENCY, .BARGAINS, .BOUTIQUE, .CHEAP, .ZONE, .COOL, .WATCH, .WORKS, .EXPERT, .FOUNDATION, .EXPOSED, .CRUISES, .FLIGHTS, .RENTALS, .VACATIONS, .VILLAS, .TIENDA, .CONDOS, .PROPERTIES, .MAISON, .DATING, .EVENTS, .PARTNERS, .PRODUCTIONS, .COMMUNITY, .CATERING, .CARDS, .CLEANING, .TOOLS, .INDUSTRIES, .PARTS, .SUPPLIES, .SUPPLY, .FISH, .REPORT, .VISION, .SERVICES, .CAPITAL, .ENGINEERING, .EXCHANGE, .GRIPE, .ASSOCIATES,



.LEASE, .MEDIA, .PICTURES, .REISEN, .TOYS, .UNIVERSITY, .TOWN, .WTF, .FAIL, .FINANCIAL, .LIMITED, .CARE, .CLINIC, .SURGERY, .DENTAL, .TAX, .CASH, .FUND, .INVESTMENTS, .FURNITURE, .DISCOUNT, .FITNESS, .SCHULE, .GRATIS, .CLAIMS, .CREDIT, .CREDITCARD, .DIGITAL, .ACCOUNTANTS, .FINANCE, .INSURE, .LOANS, .CHURCH, .LIFE, .GUIDE, .DIRECT, .PLACE, .DEALS, .CITY, .HEALTHCARE, .RESTAURANT, .GIFTS, .CLUB, .UNO, .MENU, .BUZZ, .LONDON, .BID, .TRADE, .WEBCAM, .PRESS, .HOST, .WEBSITE, .PIZZA, .IMMO, .BUSINESS, .NETWORK, .WORLD, .DELIVERY, .ENERGY, .COACH, .MEMORIAL, .LEGAL, .MONEY, .TIRES, .DANCE, .DEMOCRAT, .IMMOBILIEN, .NINJA, .REVIEWS, .FUTBOL, .SOCIAL, .HAUS, .PUB, .MODA, .KAUFEN, .CONSULTING, .ACTOR, .ROCKS, .LAWYER, .ATTORNEY, .BET, .BLACK, .BLUE, .GREEN, .HEALTH, .KIM, .LGBT, .LOTTO, .LTD, .MEET, .MEMORIAL, .MLS, .PINK, .RED, .SHIKSHA, .HOW, .SOY, .TATTOO, .SEXY, .LINK, .GIFT, .GUITARS, .PICS, .PHOTO, .CHRISTMAS, .BLACKFRIDAY, .HIPHOP, .AUDIO, .JUEGOS, .HOSTING, .PROPERTY, .CLICK, .DIET, .HELP, .FLOWERS, .TOKYO, .NGO, .ONG, .WANG, .SPACE, .SITE, .TECH, .BINGO, .CHAT, .STYLE, .TENNIS, .APARTMENTS, .CASINO, .SCHOOL, .FOOTBALL, .GOLF, .TOURS, .GOLD, .PLUS, .BUILD, .LUXURY, .GLOBAL, .VEGAS, .BERLIN, .CAREER, .QUEBEC, .WIEN, .NYC, .PARTY, .CRICKET, .SCIENCE, .BEER, .CASA, .COOKING, .COUNTRY, .FISHING, .HORSE, .RODEO, .SURF, .VODKA, .ACCOUNTANT, .ADULT, .AIRFORCE, .AMSTERDAM, .ARMY, .BAND, .BEST, .BHARAT, .CAFE, .CAPETOWN, .COLLEGE, .COUPONS, .CYMRU, .DATE, .DEGREE, .DENTIST, .DESIGN, .DOG, .DOWNLOAD, .DURBAN, .ENGINEER, .EXPRESS, .FAITH, .FASHION, .FIT, .FRL, .FYI, .GARDEN, .GIVES, .HOCKEY, .IRISH, .JEWELRY, .JOBURG, .LOAN, .LOL, .LOVE, .MARKET, .MARKETS, .MBA, .MORTGAGE, .NAGOYA, .NAVY, .POKER, .PORN, .RACING, .REPUBLICAN, .REVIEW, .RUN, .SALE, .SHABAKA, .SHOW, .SOCCER, .SOFTWARE, .SOFTWARE, .TAXI, .TEAM, .THEATER, .TOP, .VET, .VIDEO, .VOTE, .VOTO, .WALES, .WEDDING, .WIN, .भारत, .ভারত, .ಭಾರತ, .भारत, .بھارت, .இந்தியா, .भारत, .شبكة, .机构, .在线, .中文网, .组织机构, .OPR, .संगठन, .KIWI, .ONE, .CEO, .SKI, .WORK, .RICH, .ONL, .TIROL, .JETZT, .YOGA, .移动, .FANS, .ABOGADO, .MEN, .REHAB, .GAME, .NEWS, .LIVE, .ONLINE, .STUDIO, .MOVIE, .BRUSSELS, .VLAANDEREN, .COURSES, .STUDY, .FILM, .LTDA, .SLR, .BAYERN, .BIO, .ARCHI, .MELBOURNE, .SYDNEY, .CLOUD, .FAMILY, .CAR, .CARS and .AUTO

(3) "Domain Order" refers to an Order fulfilled by the Customer through the Nextra under this Domain Registration Product Agreement Extension.

(4) "Registrant" refers to the registrant/owner of a Domain Order as in the NextraOne Web Services Billing Database.

(5) "Registrar" refers to the Registrar of a Domain Order as in the NextraOne Web Services Billing Database and/or shown in the Whois Record.

(6) Registry Operator refers to the Organisation/Entity that maintains the registry of a TLD of a Domain Order.

(7) "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 CUSTOMER

(1) The Customer 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 Customer must familiarize himself with such terms. The Customer acknowledges that the Registrar has various rights and powers as mentioned in the Registrar's terms and conditions. Nextra is not liable for any action taken by Registrar pursuant to the Registrar's terms and conditions. The Customer acknowledges and agrees that the Customer shall indemnify Nextra of, and shall be responsible for any liability resulting from Registrants' noncompliance with such terms and conditions.

(2) The Customer 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 Customer 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 NEXTRA

Nextra 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 Nextra 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 Nextra or Service Providers in their sole discretion determine that the Domain Order ownership should belong to another entity, or if Customer/Customer/Registrant does not comply with any applicable terms and conditions, standards, policies, procedures, and practices laid down by Nextra, Service Providers, ICANN, the Registrar and the Registry Operator. The Customer agrees that Nextra and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Nextra 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) Customer acknowledges and agrees that the contact information being displayed in the Whois of a privacy protected Domain Order will be those designated by the Nextra, and

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

(b) 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;

(c) 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 NextraOne Web Services billing Database.

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

(e) Customer understands that the Privacy Protection Service is only available for certain TLDs.

(f) 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.

(g) Customer understands and acknowledges that Nextra in its sole, unfettered discretion, can discontinue providing Privacy Protection Services on the Order for any purpose, including but not limited to:

(i) if Nextra receives any abuse complaint for the privacy protected domain name, or

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

(iii) for the resolution of disputes concerning the domain name, or



(iv) any other reason that Nextra in its sole discretion deems appropriate to switch off the Privacy Protection Services.

3. OBLIGATIONS OF CUSTOMER

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

4. INDEMNITY

Customer and Registrant agree to release, defend, indemnify and hold harmless Nextra, Service Providers, PrivacyProtect.org, and their Nextra 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 NEXTRA IS AUTHORIZED TO PROVIDE DOMAIN NAME REGISTRATION AND MANAGEMENT SERVICES

- .COM, .NET (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .ORG (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .BIZ (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .INFO (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .NAME and .NAME Defensive Registrations and .NAME Mail Forwards (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .US (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .IN (through Registrar Endurance Domains Technology Pvt. Ltd)
- .EU (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .UK (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .TRAVEL (through Registrar Directi Internet Solutions Pvt. Ltd. D/B/A PublicDomainRegistry.com)
- .WS (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .COOP (through Registrar Domains.coop Ltd.)
- CentralNIC (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .MOBI (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .ASIA (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .ME (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .TEL (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .MN, .BZ (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .CC, .TV (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .CN (through Registrar PDR Ltd.)
- .NZ (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .CO (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
- .CA (through Registrar PublicDomainRegistry.com Inc)
- .DE (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .ES (through Registrar Directi Internet Solutions Pvt. Ltd. d/b/a PublicDomainRegistry.com)
- .AU (through Registrar Public Domain Registry Pty Ltd.)
- .RU (through Registrar RU-Center)



.XXX (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.PRO (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.SX (through Registrar PDR Ltd.)
.PW (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.IN.NET (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.CO.DE (through Registrar PDR Ltd.)
.LA (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
DONUTS (through Registrar PDR Ltd.)
.CLUB (through Registrar PDR Ltd. d/b/a
PublicDomainRegistry.com)
.UNO (through Registrar PDR Ltd.)
.MENU (through Registrar PDR Ltd.)
.BUZZ (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.LONDON (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.BID (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.TRADE (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.WEBCAM (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
RIGHTSIDE REGISTRY (through Registrar PDR Ltd.)
RADIX REGISTRY (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.OOO (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.DESI (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
Afilias New gTlds (through Registrar PDR Limited)
.SOY (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
UNIREGISTRY (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
GMO (through Registrar PDR Ltd.)
PUBLIC INTEREST REGISTRY (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.WANG (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.BUILD (through Registrar PDR Ltd.)
.LUXURY (through Registrar PDR Ltd.)
.GLOBAL (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.VEGAS (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.BERLIN (through Registrar PDR Ltd.)



.CAREER (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.QUEBEC (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.WIEN (through Registrar NetzAdresse)
.NYC (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
TOP LEVEL DOMAIN HOLDINGS LIMITED (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.CAPETOWN (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.DURBAN (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.JOBURG (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.ADULT (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.PORN (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.VOTE (through Registrar PDR Ltd.)
.VOTO (through Registrar PDR Ltd.)
.SHABAKA (through Registrar PDR Ltd.)
.BEST (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.भारत (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.KIWI (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.ONE (through Registrar PDR Ltd.)
.SKI (through Registrar PDR Ltd.)
TLD REGISTRY LTD. (through Registrar PDR Ltd.)
.RICH (through Registrar LogicBoxes Naming Services Ltd)
.ONL (through Registrar LogicBoxes Naming Services Ltd)
.TIROL (through Registrar NetzAdresse)
.移动 (through Registrar PDR Limited)
.FANS (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.YOGA (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.GAME (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.LIVE (through Registrar PDR Ltd.)
.MEN (through Registrar PDR Ltd.)
.NEWS (through Registrar PDR Ltd.)
.ONLINE (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)
.REHAB (through Registrar PDR Ltd.)



.STUDIO (through Registrar PDR Ltd.)

.BIO (through Registrar PDR Ltd.)

.ARCHI (through Registrar PDR Ltd.)

.FAMILY (through Registrar PDR Ltd.)

.CO.COM (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)

.JOBS (through Registrar PDR Ltd. d/b/a PublicDomainRegistry.com)

Nextra Online Services Pvt. Ltd.