

# NOMINET RESELLER TERMS & CONDITIONS

## 1. RIGHTS AND OBLIGATIONS

1. 1st Online Solutions Ltd shall perform the services, specifically described in the Package of services, as specified by CLIENT.
2. CLIENT shall provide 1st Online Solutions Ltd all information and materials necessary for 1st Online Solutions Ltd to provide the Services. Such information and materials provided by CLIENT shall not be unlawful, harmful, abusive, hateful, obscene, threatening, defamatory, or in any way infringes third party rights. 1st Online Solutions Ltd may refuse to use any such information and materials in its discretion.
3. CLIENT shall pay to 1st Online Solutions Ltd the fees for the services set out in section III of this Agreement as selected by CLIENT, plus VAT.
4. 1st Online Solutions Ltd shall issue a valid invoice to CLIENT and CLIENT shall pay 1st Online Solutions Ltd, within seven (7) days of receipt of such invoice. 1st Online Solutions Ltd may charge CLIENT interest on any overdue amount at the rate of 3% above the base lending rate of the Bank of England.
5. Upon request by CLIENT, 1st Online Solutions Ltd shall provide to CLIENT Monthly reports in writing, not later of the 10th day of the month following such request, for all activities 1st Online Solutions Ltd performed under this this agreement. CLIENT may elect to receive such reports via email, post or both.
6. 1st Online Solutions Ltd has right to use any information available on or through the CLIENT's website(s) and to receive any information from the CLIENT, in order to provide the right level of promotion to the CLIENT. Such information shall include without limitation the CLIENT's: registered address, trading address, telephone number, photos of the company, trade marks, logos, all information relating to the CLIENT and the services and products the CLIENT produces and sells.
7. 1st Online Solutions Ltd have the right to receive and use information regarding pre-sales, promotions, best products, campaigns, profitability of products and images and launch dates necessary for the performance of this agreement.
8. Both parties agreed all the information including CLIENT information, account access, etc. is considered CONFIDENTIAL INFORMATION and will be used only for the purpose of the performance of this Agreement.
9. CLIENT agrees that 1st Online Solutions Ltd as the consultant party may contact the CLIENT to provide information about new technologies and services 1st Online Solutions Ltd and its partners provide.

## 2. AGREEMENT TERMINATION

1. This Agreement shall commence on the effective date and shall continue until terminated by either party in accordance with the terms of this Agreement.
2. This Agreement may be terminated for any reason by either party by providing the other party with at least 30 days' written notice.

3. This Agreement may be terminated by the non-breaching party immediately upon written notice of such material breach of a provision of this Agreement. For the avoidance of doubt, late payment shall be deemed a material breach of this Agreement.
  4. 1st Online Solutions Ltd reserves the right to change this agreement with 30 days' notice to the CLIENT in writing.
3. PACKAGES: All packages will be confirmed between 1st Online Solutions Ltd and the CLIENT
4. LICENCE
  1. CLIENT hereby grants to 1st Online Solutions Ltd a revocable, non-exclusive, non-transferable, royalty free licence to use any text, images, logos, trademarks, service marks, promotional materials, product or service information, comments, reviews, photos, audio and video clips and other materials or information of the CLIENT, including without limitation information included on or through the CLIENT's website(s), solely for the purposes of providing the services under this Agreement.
5. WARRANTIES AND REPRESENTATIONS
  1. CLIENT warrants and represents that:
    1. it has the full right, power and authority to enter into and perform this Agreement
    2. all the information provided by CLIENT, or on or through the CLIENT's website(s), to 1st Online Solutions Ltd for 1st Online Solutions Ltd to perform the services under this Agreement will not infringe the rights of third parties, including the intellectual property rights, is not defamatory and is not likely to bring 1st Online Solutions Ltd into disrepute
    3. will at all times comply with all applicable laws and regulations.
  2. CLIENT shall indemnify 1st Online Solutions Ltd and hold 1st Online Solutions Ltd harmless from any claim, damage or other costs and other expenses arising out of any breach or alleged breach of Affiliate's warranties set out in Clause 16.
6. LIMITATION OF LIABILITY
  1. 1st Online Solutions Ltd will not be liable for indirect, special or consequential damages (or any loss of revenue, profits or data) arising in connection with the performance of this Agreement, even if 1st Online Solutions Ltd has been advised of the possibility of such damages.
  2. 1st Online Solutions Ltd's collective aggregate liability arising under this Agreement will not exceed the total FEES paid or payable to CLIENT in the calendar year in which the act or omission giving rise to the liability occurred.
  3. Nothing in this Agreement shall exclude or limit either party's liability for (i) death or personal injury caused by the other parties' negligence, (ii) fraud, or (iii) fraudulent misrepresentation.
7. Confidentiality
  1. Any technical, financial, business or other information provided by 1st Online Solutions Ltd to CLIENT and designated as confidential or which should reasonably be understood to be confidential ("Confidential Information") shall be held in confidence and not disclosed by Affiliate and shall not be used except to the extent necessary to carry out Affiliate's obligations under this Agreement.
  2. The obligation in this Clause shall not apply to information that (a) is generally and freely publicly available through no fault of CLIENT; (b) affiliate otherwise rightfully obtains from third parties without restriction; or (c) is independently developed by employees of CLIENT with no knowledge of or access to the Confidential Information.
  3. CLIENT shall not be liable for the disclosure of Confidential Information if made in response to a valid order of a court or authorised body, provided Affiliate gives 1st Online Solutions

Ltd prior notice of such disclosure.

4. The obligations under this Clause shall survive for so long as the information remains Confidential Information.

#### 8. Independent Contractors

1. The parties to this Agreement are independent contractors. No relationship of principal to agent, employer to employee or franchisor to franchisee is hereby established or intended to be established between the parties.
2. Neither party shall have the right, power or authority to assume, create or incur any expenses, liability or obligation, express or implied, on behalf of the other, except as expressly provided herein.
3. This Agreement shall not be construed as creating or constituting a partnership, joint venture or agency relationship between the parties.

#### 9. General

1. 1st Online Solutions Ltd is a channel partner, which make it able to - to manage domains on behalf of customers at the new higher level of general requirements.
2. Neither party may assign this Agreement without the written consent of the other party.
3. This Agreement constitutes the entire understanding and agreement between the parties in relation to the subject matter of this Agreement.
4. Each party acknowledges that it has not entered into this Agreement in reliance wholly or partly on any representation or warranty made by or on behalf of the other party (whether orally or in writing) other than expressly set out in this Agreement.
5. No delay, neglect or forbearance of the part of either party in enforcing against the other party any term of condition of this Agreement shall either be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No waiver of any right, power or remedy arising under this Agreement is effective unless in writing signed by a duly authorised officer or representative of each of the parties.
6. A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
7. This Agreement shall be governed by, and construed in accordance with, English law. Any dispute arising out of or in connection with, or concerning the carrying into effect of, this Settlement Agreement shall be subject to the exclusive jurisdiction of the English Courts, and the parties hereby submit to the exclusive jurisdiction of that court for these purposes.

#### 10. Customer care

1. 1st Online Solutions Ltd have one domain administrator responsible for ensuring that domain names registered in the .uk domain spaces are managed in a manner that is consistent with the policies and terms and conditions provided by Nominet. 1st Online Solutions Ltd notifies CLIENT either by e-mail or phone that if CLIENT works with 1st Online Solutions Ltd, CLIENT would have to comply with the terms and conditions provided by Nominet here:  
<http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>
2. All domains registered with 1st Online Solutions Ltd tag have a domain administrator. CLIENT receives an email notification when certain actions are required directly from CLIENT (data validation, payments) or by phone. CLIENT should expect to receive acknowledgement of CLIENT's communication not later than 3 days after submitting a request.
3. We ask that you publish on your website details of how a customer can make a complaint about the service they have received from you if they are unsatisfied and how these can be

escalated should a customer not be satisfied with the initial response. You can either provide a url for the page where you publish this information for customers or describe these processes below.

If CLIENT is not satisfied with any part of 1st Online Solutions Ltd's service then CLIENT can file a complaint using any of the following contact details:

email: [contact@1stonlinesolutions.com](mailto:contact@1stonlinesolutions.com)

phone: 020 3404 2842

postal address: Tsaribrod Str. 29, Varna, Bulgaria

abuse contact email: [customercare@1stonlinesolutions.com](mailto:customercare@1stonlinesolutions.com)

The CLIENT should receive an answer from a professional in 3 to 5 working days.

1st Online Solutions Ltd will resolve CLIENT's complaint as quickly as possible and, if appropriate, provide an explanation as to what went wrong and how 1st Online Solutions Ltd will seek to resolve the issue.

4. 1st Online Solutions Ltd charges £0 per domain name which covers a 2 year period. The renewal fee is also £0. 1st Online Solutions Ltd does not charge for cancellations, changes of registration or transfers. 1st Online Solutions Ltd will email the contact of the account, 30, 15 and 1 day before CLIENT's domain name is due to expire to ensure CLIENT has time to decide if CLIENT would like to keep the domain name. Should CLIENT wish to keep the domain name, CLIENT simply needs to contact the domain administrator at [contact@1stonlinesolutions.com](mailto:contact@1stonlinesolutions.com). If CLIENT does not wish to renew, please contact the domain administrator at [contact@1stonlinesolutions.com](mailto:contact@1stonlinesolutions.com) or just let the domain expire. If CLIENT does not respond, the domain name will not be renewed and will be suspended 30 days after the expiry date, and cancelled after a further 60-day grace period.
11. 1st Online Solutions Ltd is the sole owners of the registrar account and does not offer third parties to use 1st Online Solutions Ltd's registrar privileges for Reseller purposes.
12. 1st Online Solutions Ltd has the following company connections with 1st Online Solutions Ltd and Eco Clean BG Ltd which are also Nominet members/Registrars:
  1. Rune Sovdahl is the sole owner and director of 1st Online Solutions Ltd (100% ownership);
  2. 1st Online Solutions Ltd is a related company with Victor Connect Ltd and Eco Clean BG Ltd, which are also Nominet Members. NOTE: Rune Sovdahl possesses 50% of the equity in 1st Online Solutions Ltd and Eco Clean BG Ltd;
  3. Rune Sovndahl is a director of 1st Online Solutions Ltd;
  4. Available trading connection between 1st Online Solutions Ltd and 1st Online Solutions Ltd.
  5. 1st Online Solutions Ltd declares that the above statement is true. 1st Online Solutions Ltd is able to provide documents and prove the information stated in this letter.