

Reseller Agreement

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1. Overview

The Reseller Service Agreement (this "Agreement") is entered into by and between xTom GmbH, a German corporation ("xTom") and you, and is made effective as of the date electronic acceptance. This legally binding Agreement sets forth the general terms and conditions of you using your xTom account to sell xTom's products and services (the "Services") to your own customers.

The terms "we", "us" or "our" shall refer to xTom. The terms "you", "your" or "Reseller" shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement and the xTom Terms of Service Agreement, which is incorporated herein by this reference, as well as any other agreements or policies that are expressly incorporated herein.

- Domain Name Registrant Agreement
- ccTLD Domain Name Registry Policies
- gTLD Domain Name Registry Policies
- Domain Name Ancillary Services Agreement
- Domain Name Proxy Services Agreement
- DNS Services Agreement
- SSL Certificate Agreement
- Root Servers Agreement

2. This Agreement

Representation. You represent, warrant, and guarantee that:

- you have the full power and authority to execute, deliver, and perform under this Agreement;
- you are at least eighteen (18) years of age;
- this Agreement is valid, binding, and enforceable against yourself in accordance with the terms herein and no provision requiring your performance is in conflict with your obligations under any other agreement;
- you are not a person or entity barred from purchasing or receiving the Services found under the laws of Canada, the European Union, the United States or other applicable jurisdictions;
- if you are entering into this Agreement on behalf of an organization or corporation (not a natural person) that you have the legal authority to bind such organization or corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "user", "client", "reseller" or "customer" shall additionally refer to such organization or corporate entity; and
- if you are entering into this Agreement on behalf of an organization or corporation that the entity is duly organized, authorized and in good standing under the laws of the jurisdiction in which it was formed.

Continued Use. By using the Website or the API or the Modules or the Services, you acknowledge that you have read, understood, and agreed to all the terms and conditions of this Agreement, including any other agreements or policies (collectively "Policies") referenced herein or that may be published by xTom from time to time. The operative and effective version of this Agreement and Policies is found at <https://xtom.com/terms-of-service/>.

Amendments. xTom may, in its sole and absolute discretion, change or modify this Agreement and the Policies which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to <https://xtom.com/terms-of-service/>. And your use of this Website or the Services after such changes or modifications are posted shall constitute your acceptance of this Agreement and the Policies as last revised. If you object to any amendment, your sole remedy is to stop using the Website and Services, and terminate this Agreement in accordance with the termination provisions herein. It is your sole responsibility to keep a copy of the current Agreement and Policies and to frequently visit the web page found at <https://xtom.com/terms-of-service/> to review the most current versions thereof. xTom shall not be obligated to send you any notice of amendments to this Agreement or the Policies, however it is your responsibility to ensure your xTom account ("Account") information is always current. If xTom sends out email notices, xTom assumes no liability or responsibility for your failure to receive an email notification if such failure is a result of inaccurate email addresses or Account contact information.

3. Your Reseller Obligations and Responsibilities

You acknowledge, understand and agree to the following obligations and responsibilities as a Reseller of xTom's Services:

License. xTom grants to you a non-exclusive, royalty-free, worldwide, revocable license to use xTom's Intellectual Property solely in conjunction with reselling the Services and this Agreement, all strictly in accordance with the provisions of this Agreement. You will not, at any time during or after the expiration or termination of this Agreement, assert or claim any interest in, or do anything that may adversely affect the validity of, the Intellectual Property (including registering or attempting to register any of xTom's trademarks or marks confusingly similar thereto). The Services that you choose to resell are subject to the corresponding agreements and the policies referenced herein.

Collection and Use of Service Information. You agree to be bound by the provisions of Section 10, Collection, Use and Privacy of Information.

Reporting Change of Status. You will report any material changes to the validity of your authorization, charter, license, residency, title, status and/or other related credentials that will effect the your legitimacy or qualification to be a Reseller.

Restrictions and Right to Refuse Service. You agree to be held liable for all damages and actions against xTom resulting from your inappropriate or illegal use or resale of Service. You understand and agree that any such activities listed below (Restricted Activities) associated with you or your account shall deemed a material breach of this Agreement, any activity that:

- transmits unsolicited email (Spam);
- transmits repetitive, high volume inquires into any of the Services provided by xTom (i.e. domain name availability, etc.);
- distributes malware or operates and engages in botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting and other activities that are contrary to

applicable law

- links or redirects to illegal content that:
 - is hateful, defamatory, derogatory or bigoted based on racial, ethnic, gender or political grounds or otherwise causes injury, damage or harm of any kind to any person or entity;
 - is threatening or invades another person's privacy or property rights or otherwise breaches any rights of or duty to a third party;
 - misleads or deceive minors into viewing sexually explicit material or depicts minors engaged in any activity of a sexual nature or may otherwise harm minors;
 - infringes the trademark, copyright, patent, trade secret or other intellectual property rights of a third party;
 - violates any applicable local, state, national or international law or regulation;
 - promotes, aids or abets illegal activity of any kind or promotes business opportunities or investments which are not permitted under law;
 - advertises or offers for sale any goods or services that are unlawful or in breach of any national or international law or regulation;

Violation of Restrictions. You understand and agree that violation of the Restricted Activities constitutes a material breach of this Agreement. You agree that xTom, in its sole discretion and without liability to you, may refuse provisioning or operation of any Service for your account for violation of the Restricted Activity provisions at anytime.

Indemnity. You agree to defend, indemnify, save and hold xTom harmless in respect to all claims, demands, liabilities, costs and/or expenses resulting from a violation of the obligations and responsibilities stated in this Agreement.

Proprietary Rights in Name. You acknowledge and agree that the reselling of the Services or their subsequent use does not confer upon you or to your customers any proprietary rights to the Services, nor does it guarantee immunity from and against any challenge to the Services by any third party, nor from the cancellation, suspension or transfer of the Services.

Third Party Regulations, Rules and Policies. You acknowledge that xTom itself is obligated and bound by its own agreements with other registrars, registries, registry operators, and service providers, and that their regulations and policies also apply to you as a Reseller. You agree to abide and comply with all the rules, regulations and policies that apply to resellers, and you agree to read, understand, and operate under those provisions without exception for the following third parties: (a) International Corporation for Names and Numbers (ICANN); (b) Registries and Registry Operators as provided in the gTLD Domain Name Registry Policies and the ccTLD Domain Name Registry Policies; (c) Trademark Clearinghouse (TMCH) and Deloitte; and (d) Domain Protected Marks List Providers including Donuts Inc. and Rightside Operating Co.

Reseller's Customer Agreements. You understand and agree to comply as a Reseller by creating and maintaining customer agreements that your clients must enter into electronically or via paper with you that outline your customer's obligations and responsibilities, informs them of pricing of the services, instructs them on renewing their services and how information and personal data they provide will be collected and used (Reseller's Customer Agreement). You also agree post a Privacy Policy with similar requirements to xTom's on your Reseller site home page.

Trademarks and Service Marks. You agree not use any copyrights, trademarks, service marks, or other intellectual property owned by xTom or displayed on xTom web properties or affiliate entities unless

specifically authorized by xTom. You understand that only those marks and marketing materials available through your account's Control Panel (web interface) under Marketing can be used by the Reseller to promote the Services.

Annual Reseller Compliance Declaration. You agree to verify and maintain operational compliance as a xTom Reseller in accordance with this Agreement at all times, as well as, declaring your compliance with xTom on an annual basis. To complete the annual reseller compliance declaration, you agree to the following:

- Monitor and review all communications from xTom at all times and understand that a Reseller declaration email will be sent to you annually. Failure to respond to the Reseller declaration email may result in suspension of your account and suspension of all Reseller services. The Reseller is solely responsible for receiving and responding to the Reseller declaration email alone.
- Complete the Reseller declaration form through the unique URL provided to you by xTom, and confirm to xTom you wish to keep your Reseller status open for the subsequent year.
- Failure to respond and complete the yearly Reseller declaration form within the time provided will be a material breach of this - - Agreement and can result in immediate termination and transfer away of all Services.

Audit Rights. You acknowledge and agree that xTom may audit your website and request records and documentation to demonstrate your compliance with the terms and conditions of this Agreement. We reserve the right to suspend or cancel your account for non-compliance with the terms of this Agreement.

4. Domain Name Reselling Obligations and Responsibilities

Use of ICANN Name, Website and Trademarks. You understand and agree not to display the ICANN or ICANN-Accredited Registrar logo, or otherwise represent yourself as Accredited by ICANN, unless you have written permission from ICANN to do so.

ICANN Identify Sponsoring Registrar. You agree to identify the sponsoring registrar as 1API GmbH (Registrar) upon inquiry from any of your customers.

ICANN Proxy Specification and Policies. You agree to comply with any ICANN-adopted Specification or Policy that establishes a program for accreditation of individuals or entities who provide proxy and privacy registration services. Among other features, the Proxy Accreditation Program may require that: (i) proxy and privacy registration services may only be provided in respect of domain name registrations by individuals or entities Accredited by ICANN pursuant to such Proxy Accreditation Program; and (ii) you not knowingly accepting registrations from any provider of proxy and privacy registration services that is not Accredited by ICANN pursuant the Proxy Accreditation Program. Until such time as the Proxy Accreditation Program is established, Reseller shall comply with the Specification on Privacy and Proxy Registrations at the following URL - <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.htm#privacy-proxy>. This includes ensuring the identity and contact information provided by your customer of any privacy or proxy registration service offered or made available by you in connection with each registration will be deposited with xTom or held in escrow or, alternatively, you may display a conspicuous notice to your customer that at the time an election is made to utilize a privacy or proxy service the data is not being escrowed.

ICANN Registrant Educational Information. You agree to provide your customers with a link to an ICANN webpage detailing registrant educational information at <http://www.icann.org/en/resources/registrars/registant-rights/educational>.

ICANN Registrants Benefits and Responsibilities. You agree to provide your customers with a link to the Registrants' Benefits and Responsibilities Specification and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law. The link for the Registrants' Benefits and Responsibilities Specification is located at <http://www.icann.org/en/resources/registrars/registrar-rights/benefits>.

ICANN Renewal Notices and Registrant Verification. You acknowledge and agree Registrar must send all ICANN required renewal notices and registration verifications, therefore, you must indicate on your website that the Registrar will be sending out these renewal notices and registration verifications. You acknowledge and agree that xTom will interrupt DNS post expiration to display the ICANN required renewal instructions or when registrant verification fails. You agree that if domain names are not validated, the domain name is subject to suspension or termination at xTom's sole discretion.

ICANN Renewal Pricing. You understand and agree to comply by displaying all registration and renewal prices on your website (and provide a link to such page upon our request).

ICANN Registrations and Transaction Information. You acknowledge and agree that some domain names are governed, in part, by rules and policies of ICANN. These rules include requirements registration /registration requirements and transaction information be kept for a period of three years and that this information must be provided to ICANN upon an audit request. Understanding these requirements, for ICANN governed domain name, the Reseller agrees to maintain (a) in electronic, paper, or microfilm form, all written communications regarding domain registration transactions, confirmations, modifications, designated agent authorizations for material change of registrant, transfers or terminations and related correspondence with their customer, including registration contracts and registration whois information; and, (b) in electronic form, records of the accounts of all their Clients, including dates and amounts of all payments and refunds in conjunction with any ICANN governed domain name registrations. Upon 1API's request, the Reseller agrees to provide any of this information to 1API within two (2) business days and cooperate with 1API in any compliance, regulatory or legal issue arising out of the registration of an ICANN governed domain name.

ICANN Material Change of Registrant. You acknowledge and agree to be compliant at all times with the latest effective version of the ICANN Transfer Policy, in particular when in case of the material change of Registrar as well as you warrant and guarantee that you as the Reseller will have provable explicit consent of the Registrant if you act as a Designated Agent for the respective Registrant. The Reseller, you, agrees to provide xTom with such evidence if requested.

ICANN Compliance. You acknowledge and agree that you are fully and solely responsible for complying with all applicable policies and procedures.

gTLD Registry Compliance. You acknowledge that you have read the domain policies on the gTLD Domain Name Registry Policies agreement and you confirm that you are operating in compliance with rules and policies of the respective the generic top-level-domain (gTLD) registries for you are reselling Services, including providing legal reference to gTLD policies in your own Reseller Registrant Agreement.

ccTLD Registry Compliance. You acknowledge that you have read the domain policies on the ccTLD Domain Name Registry Policies agreement and you confirm that you are operating in compliance with rules and policies of the respective Country Code Top Level Domain Names ("ccTLD") registries for you are reselling Services, including providing legal reference to ccTLD policies in your own Reseller Registrant Agreement.

Reseller Registrant Agreement. You understand and confirm that you as a Reseller of domain names, have a legal agreement for your own customers to enter into electronically or via paper that includes all domain name registration agreement provisions and notices required by the ICANN's Registrar Accreditation Agreement and any ICANN Consensus Policies, as well as, provides the respective gTLD and ccTLD registry provisions from xTom's gTLD Domain Name Registry Policies and ccTLD Domain Name Registry Policies respectively.

Domain Name Ownership. Reseller understands and agrees that the registrant of the domain name (Register Name Holder) shall have sole legal ownership of the domain name. It is Reseller's sole responsibility, and not the responsibility of xTom, to ensure that the Customer is recorded as the legal owner of the domain name and that nothing diminishes, terminates, or challenges such ownership rights. In this respect, Reseller shall not abuse or misuse, whether intentionally or unintentionally, any administrative contact abilities in any way that has the effect of diminishing, terminating, or challenging their Customer's ownership in a domain name.

5. Domain Name Ancillary Services Obligations and Responsibilities

Disclosure and Compliance of Reselling Domain Name Ancillary Services. You understand and confirm that you as a Reseller, if you resell domain name ancillary services, you must also have a legal agreement for your own customers to enter into electronically or via paper that includes similar provisions and policies of the Domain Name Ancillary Services Agreement for those Services you are reselling to your own customers.

6. Domain Name Proxy Services Obligations and Responsibilities

Disclosure and Compliance of Reselling Domain Name Proxy Services. You understand and confirm that you as a Reseller, if you resell domain name proxy services, you must also have a legal agreement for your own customers to enter into electronically or via paper that includes similar provisions and policies of the Domain Name Proxy Services Agreement for those Services you are reselling to your own customers.

7. DNS Services Obligations and Responsibilities

Disclosure and Compliance of Reselling DNS Services. You understand and confirm that you as a Reseller, if you resell DNS services, you must also have a legal agreement for your own customers to enter into electronically or via paper that includes similar provisions and policies of the DNS Services Agreement for those Services you are reselling to your own customers.

8. SSL Certificate Obligations and Responsibilities

Disclosure and Compliance of Reselling SSL Certificates. You understand and confirm that you as a Reseller, if you resell SSL Certificates, you must also have a legal agreement for your own customers to enter into electronically or via paper that includes similar provisions and policies of the SSL Certificate Agreement for those Services you are reselling to your own customers.

9. Root Server Obligations and Responsibilities

Disclosure and Compliance of Reselling Root Servers. You understand and confirm that you as a Reseller, if you resell Root Servers, you must also have a legal agreement for your own customers to enter into electronically or via paper that includes similar provisions and policies of the Root Servers Agreement for those Services you are reselling to your own customers.

10. Collection, Use, and Privacy of Information

Registry Operator Rights to Contact Information. You acknowledge, understand and agree that domain name registrations requires your customers to provide correct and accurate contact information, in whole or in part, and this contact information is to be shared with the registry operator, for their use, copying, distribution, publication, modification and any alternate use provided for in their respective Registry policies. You agree to disclose the Registry Operator's rights and obtain consent from your customers to provide to you correct and accurate contact information and consent that such information will be shared with the registry operator for whatever use the registry operator deems appropriate.

ICANN Whois Requirements. As required by ICANN, the contact information must be made publicly available by means of Whois, and that the registry operator may also be required to make this information publicly available by Whois and you agree to disclose and obtain consent by your customer for the following: If you are a Reseller of the Services you understand and agree that you have obtained consent, and evidence of consent, from your clients (individuals, businesses, and legal entities) for making public their domain registration information as well as use of their information pursuant to ICANN policy:

Whois Directory. Your customer to agree that for each domain name registered by the customer the following information will be made publicly available in the Whois directory as determined by ICANN Policy and may be sold in bulk as set forth in the ICANN agreement:

1. The domain name
2. Your name and postal address
3. The name, email address, postal address, voice and fax numbers for technical and administrative contacts
4. The Internet protocol numbers for the primary and secondary name servers (and corresponding names of the name servers)
5. The original date of registration and expiration date, and
6. The identity of the registrar.

Whois Escrow. Your customer to agree that the Registrar and/or the Registry Operator of a domain name may be required to archive the contact information with a reputable third-party escrow service.

Use of Whois: Your customer to agree that xTom may use of the public information you provide during the registration of a domain name to the extent permitted by ICANN

Consent. You hereby agree to disclose and obtain consent from your customers of all such requirements and disclosures in this Section of this Agreement. Further, you agree to obtain from your customers that they represent and warrant that, if they are providing information about a third party, they have notified the third party of the disclosure and the purpose for the disclosure and they have obtained the third party's consent to such disclosure. And you must disclose to your customer that the Registrar will not process data in a way that is incompatible with your agreement with them and the Registrar will take reasonable precautions to protect data from loss or misuse.

11. Breach of Agreement and Suspension of Services

Rights to Deny, Cancel, Transfer, Lock, Alter, Suspend. You acknowledge and agree to disclose and obtain consent from your customers that xTom, Registrar and any respective Registry reserves the right to deny,

cancel, transfer, or alter any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion for the following:

- To correct mistakes made by registry or any registrar in connection with a domain name registration
- To facilitate the transfer of domain from one registrar to another;
- The non-payment or reversal of fees (Payment)
- To protect the integrity and stability of a registry
- To comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process
- To comply with any applicable ICANN rules or regulations, including without limitation, the registry agreement;
- To avoid any liability, civil or criminal, on the part of registry operator, as well as its affiliates, subsidiaries, officers, directors, and employees
- An occurrence of any of the prohibited activities described in Section 3.5
- For the resolution of a dispute.

Breach of Agreement. Your right to resell the Services is subject to cancellation or suspension for unresolved breaches of this Agreement and/or suspension or cancellation is required by any policy now in effect or adopted later.

Complete Compliance. You acknowledge, understand and agree that your failure to comply completely with this Agreement is a material breach and xTom may provide you with notice of such breaches either in writing or electronically (i.e. email) for which you will have ten (10) calendar days to rectify the breach. Failure to rectify a breach may result in termination of this Agreement, which may include, but is not limited to, cancelling your right to resell, discontinuing Services provided to you by xTom, or completely terminating your account. No fees will be refunded to you should your Services be cancelled or terminated because of a breach.