

Domain and Web Hosting Agreement

Order Acceptance, Payment

A Web Hosting is only accepted by DrukNet upon receiving the filled Web Hosting application form, along with a copy of your trade license. DrukNet shall charge you according to the Web Hosting package that you have selected. Such fees and charges will not include fees for connectivity, design services etc. DrukNet reserves the rights to change the amount of, or basis for determining, any fees or charges and institute new fees and charges without prior notice to you.

The minimum period of subscription shall be twelve months from the activation of service.

DrukNet Service

DrukNet has the right to change prices, or add or delete product features of any existing product or service. DrukNet has the right to discontinue products or services and the right to remove or reassign IP address of a customer's Web Site. From time to time, DrukNet may impose reasonable rules and regulations regarding the use of its Services.

Term and Termination

The Web Hosting Service is provided on an annual basis. You may cancel the service upon seven (7) days prior notice. However DrukNet may immediately and without prior notice terminate upon a violation by Customer of DrukNet's Acceptable Use Policy, non-payment of fees when due or after notice or if you fail to correct any breach of this Agreement.

Upon any termination, DrukNet may permit Customer seven (7) days to download or otherwise copy any of Customer's information and data residing on DrukNet facilities prior to removing such information and data from DrukNet's facilities. Upon termination by DrukNet upon its sole discretion, DrukNet may immediately remove all of Customer's data and information from DrukNet facilities and will not be held responsible for the loss of such data and information. In cases where Customer's account has been cancelled, and Customer is requesting reactivation, DrukNet, at its option, may reactivate the same account, only if the account had been cancelled less than sixty (60) days prior. After sixty (60) days, Customer will be required to set up a new account.

To cancel an DrukNet Web hosting and domain name services, Customer should hand in a written application addressed to Manager, DrukNet requesting the cancellation of services.

ADDITIONAL TERMS FOR DOMAIN REGISTRATION AND ADMINISTRATION

Domain Name Registration, Administration and Renewal Services

DrukNet is currently the administrative and technical contact for **Bhutan Network Information Center (btnic)** for the .com.bt, .net.bt, .org.bt, .gov.bt, and .edu.bt third-level domains. DrukNet accepts applications to register and renew domain names with .com.bt, .net.bt, .org.bt, .gov.bt, and .edu.bt third-level domains in Roman-alphabets. The minimum number of characters accepted for domain name is three.

Upon accepting your application to register or renew a domain name with a .com.bt, .net.bt, .org.bt, .gov.bt, and .edu.bt third-level domain, DrukNet essentially acts as your administrative and technical contact for that domain. The registration and renewal applications is not effective until the domain name registration or renewal information you provide us is paid at the DrukNet counter for the .com.bt, .net.bt, .org.bt, .gov.bt, and .edu.bt third-level domain and puts into effect your domain name registration or renewal.

No Guarantee of Registration or Renewal

You acknowledge and agree that DrukNet does not guarantee that you will be able to register or renew a desired domain name, even if an inquiry indicates that domain name is available, since DrukNet cannot know with certainty whether or not the domain name you are seeking is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases, including the WHOIS database. You further acknowledge and agree that DrukNet may elect to accept or reject your application for registration or renewal for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration or renewal of a prohibited domain name. You also acknowledge and agree that DrukNet is not liable or responsible in any way for any errors, omissions or any other actions by any registry administrator arising out of or related to your application for and registration of, renewal of, or failure to register or renew a particular domain name. You additionally agree to indemnify, defend and hold harmless DrukNet from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to, your application for and registration of, renewal of, or failure to register or renew, a particular domain name.

Your Representations

By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in connection with such application for registration, maintenance, or renewal are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. You agree and acknowledge that it is your responsibility to determine whether your domain name registration infringes or violates someone else's rights including, but not limited to, whether any foreign language translations of your domain name, infringe or violate someone else's rights.

Fees; Renewals

As consideration for the DrukNet Services, you agree to pay DrukNet, upon submission of your domain name application or renewal application to DrukNet, the then-current fees set forth in the DrukNet price schedule for such services. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, canceled or transferred prior to the end of your then-current registration term. DrukNet reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion.

Contact Information

You hereby acknowledge and agree that you are required to provide certain information and to update promptly this information as needed to keep it current, complete and accurate. Except set forth below, all other information that we may request from you in connection with domain name registration, administration and renewal services is voluntary.

The information you are obligated to provide and keep current in connection with your use of DrukNet's domain name registration, administration, and renewal services is the following: (i) your full name (or the name of the authorized person for contact purposes, if registration is for an organization, corporation or association), postal address, email address, voice telephone number, and fax number, if available (or if different, that of the domain name holder); (ii) the domain name being registered; and (iii) the name, postal address, email address, voice telephone number, and where available, fax number for the administrative contact, technical contact and billing contact for the domain name registration.

You acknowledge and agree that when you renew a domain name registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, the registration may not be renewed.

Additional Information Maintained

In addition to the information you provide (the "User Information"), DrukNet may maintain records relating to any domain name application received by DrukNet. We also maintain records relating to the DrukNet Services that we provide to you. These records may include, but are not limited to: (i) the original creation date of a domain name registration, renewal, or request for service; (ii) the submission date and time of a registration or renewal application to us; (iii) communications (electronic or paper form) constituting submissions, forwarding, modifications, or terminations of service and related correspondence between you and us; (iv) records of your account, including dates and amounts of all payments and refunds; (v) the name, postal address, email address, voice telephone number, and where available, fax number of the zone contact for a domain name; (vi) the expiration date of a domain name registration; and (vii) information regarding all other activity between you and us regarding your use of the DrukNet Services (collectively, "Other Information").

Obligations Relating to the Information You Provide

You acknowledge and agree that willfully providing inaccurate or unreliable information or willfully failing to update information promptly will constitute a material breach of this Agreement that will be sufficient basis for cancellation of your domain name registration. You further acknowledge and agree that your failure to respond for over fifteen (15) calendar days to inquiries by DrukNet concerning the accuracy of contact details associated with your domain name registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

Disclosure and Use of Information

You acknowledge and agree that DrukNet may make available information you provide or that we otherwise maintain to such public or private third parties as applicable laws require or permit. DrukNet may disclose personal information about Visitors or Members, or information regarding your use of the Services or Web sites accessible through our Services, for any reason if, in our sole discretion, we believe that it is reasonable to do so, including: to satisfy laws, regulations, or governmental or legal requests for such information; to disclose information that is necessary to identify, contact, or bring legal action against someone who may be violating our Acceptable Use Policy or other user policies; to operate the Services properly; or to protect DrukNet and our Members.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name or use of any DrukNet Services (including any updates to such information), whether during or after the term of your registration of a domain name or other services. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you by DrukNet.

DrukNet will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations that we describe in this Agreement.

System Performance Degradation

In instances when there is system performance degradation as the result of an extremely large volume of incoming electronic messages, DrukNet reserves the right, in its sole discretion, to filter or block electronic messages originating from the identified sources of the high-volume traffic. DrukNet will selectively restore service after system performance returns to normal limits, provided that such restoration does not result in an adverse impact on the system. DrukNet further reserves the right to permanently filter or

block repeated sources of high volumes of electronic traffic.

Limitation to Liability

You agree that DrukNet will not be liable, under any circumstances, for any (a) suspension, loss or modification of your domain name registration (b) use of your domain name registration (c) interruption of business (d) access delays or access interruptions to this site or the web site(s) accessed by the domain name registered in your name (e) data non-delivery, mis-delivery, corruption, destruction or other modification (f) events beyond DrukNet's reasonable control (g) the processing of your domain name application or other service application (h) DrukNet will not be liable for any indirect, special, incidental, exemplary, multiple or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if DrukNet has been advised of the possibility of such damages.

Indemnification

You agree to defend, indemnify and hold harmless DrukNet at all times against all actions, proceedings, costs, claims, expenses, demands, liabilities, losses and damages whatsoever including without limitation for defamation, infringement of intellectual property rights, death, bodily injury, property damage or pecuniary losses howsoever arising which DrukNet may sustain, incur, suffer or pay arising out of or in connection with the use of the Service or any act or omission thereof.

Representations and Warranties

You represent that, to the best of your knowledge and belief, neither the registration of the Domain Name you have applied for nor the manner in which it is intended to be, directly or indirectly, used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your use of the DrukNet services is accurate and current. The DrukNet services are provided to you on "as is" and "as available" basis. DrukNet makes no representations or warranties of any kind whatsoever that registration or use of a domain name under this agreement will immunize you either from challenges to your domain name registration, or from suspension, cancellation or transfer of the domain name registered to you.

Suspension, Cancellation or Modification

You acknowledge and agree that DrukNet may suspend, cancel or modify your use of the DrukNet Services at any time, for any reason, in DrukNet's sole discretion. You also acknowledge and agree that DrukNet may suspend, cancel or modify your domain name registration if (a) you materially breach this Agreement (including any applicable additional rule or policy) and do not cure such breach within fifteen (15) calendar days of notice by DrukNet, (b) you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, or (c) you use your domain name in connection

with unlawful activity. You further acknowledge and agree that your domain name registration is subject to suspension, cancellation or modification pursuant to the terms of any rules or policies applicable to your domain name registration, including, but not limited to **btnc policies**. You also agree that DrukNet shall have the right in its sole discretion to suspend, cancel or otherwise modify your domain name registration at such time as DrukNet receives a properly authenticated notification from Bhutan Communications Authority (BCA).

Assignment

The rights and obligations under this Agreement shall not be capable of assignment by the Customer without the prior written consent in writing of DrukNet, but subject thereto, shall be binding on and inure for the benefit of his successors and permitted assigns.

Governing Laws, Acts and Jurisdiction

The laws and acts of the Kingdom of Bhutan govern this Agreement and the Customer and DrukNet hereby submit to the exclusive jurisdiction to the Bhutanese Courts.