

RESELLER / WEBUSER CONTRACT

Reseller / Webuser:

Company Name:

Address:

Address:

Address:

State and Country:

Authorised person:

Name: _____

Gender: _____ male / female

Date of Birth: _____

City of Birth: _____

Passport number: _____

Reseller / Webuser contract

- a. The reseller acting for his Customer fully agreed to the terms and conditions of Onlide Inc. The reseller also agrees to act according the terms and conditions of Onlide Inc valid by the time a contractual relationship takes affect between the Reseller and his Customer.
- b. The reseller is obliged to include the conditions of the terms and conditions of Onlide Inc into the agreements between the reseller and his Customers, especially conditions in the Chapter 4 Domain Names and all Appendixes at the beginning of this the General Terms and Conditions.
- c. The responsibility of a Customer for his domain remains unaffected.
- d. The reseller is obligated to inform his Customer about all concerns of his domain, and to take all necessary actions on behalf of his Customer.
- e. Onlide Inc reserves the right to contact a Customer for approval before a modification or addition of domain data.
- f. The reseller is committed to include in her own Terms and Conditions, that the Reseller (acting as Supplier for her Clients/Registrants) is authorised from name of Registrant to sign for registrations, transfers, raising domain names and to modify any data concerning domain names, as also determined in chapter "Domain Names" of these Terms and Conditions. These rules also apply for any other products or services that are provided by Onlide Inc.
- g. If the Reseller applies for domain names for which a Domicile address is required (i.e. .NL and .DE domain names), the Reseller is supposed to provide such an address. If the Reseller can't meet this requirement the Domicile address of Realtime Register B.V will be used (by default).
- h. The reseller is obliged to have an authorised order from its Client, in order to be allowed to act in the name of its Client (for example by log files of an online password check). Each order by the reseller for it s Client must be clear and provable!
- i. The Reseller remains fully responsible for all financial consequences, resulting from any order, and for any other financial consequences resulting from these Terms and Conditions.
- j. Refunds for credits which are not used in the prepayment system of Onlide Inc are only possible against the highest discount factor.

By signing this agreement you declare you have read, fully understand and accept:

- Terms & Conditions of Onlide Inc
- All of the Appendixes for Domain Names

And you fully understand and accept our:

[Acceptable Use Policy](#)

[Acceptable Use](#)

[Policy](#)

[Policy Spam Policy](#)

[Spam Policy](#)

[Privacy Statement](#)

You are aware that:y

The persons you have declared as contacts have knowledge of that their data may be used for informational purposes. It is important for you to know, that who ever is able to read the email of the contacts is able to modify the domainnames.

Name:

Date:

Place:

Signature:

ACCEPTABLE USE POLICY

Onlide Inc - Version 23.01.2016

Besides the General Terms and Conditions of Business and Registration it is also necessary for you acknowledge this Acceptable Use Policy.

- a. The customer shall maintain the attitude and behaviour that may be expected of a responsible and careful internet user. The customer shall notify Onlide Inc in writing as soon as possible of any changes in relevant details.
- b. The customer shall refrain from inconveniencing other customers or internet users and from causing damage to the system. The customer is not permitted to start processes or programs - via the system or otherwise - which the customer knows or could reasonably suspect will cause inconvenience or damage to Onlide Inc, other customers or internet users. This expressly includes indirect damage as a result of misconfiguration on the part of the customer, for example, but not exclusively, open relaying through an incorrectly configured mail server. The customer is only permitted to start processes or programs if there is a direct connection, permitted by Onlide Inc, to the system.
- c. The customer is not permitted to use the system and the disk space for actions and/or conduct contravening the applicable legal provisions, netiquette, the guidelines of the Reclame Code Commissie [Dutch Advertising Standards Authority], the agreement or these general terms and conditions. This includes, but not exclusively, the following actions and conduct:
 - **spamming**: the unsolicited sending of large amounts of e-mail with the same content and/or the unsolicited posting of a message with the same content in large numbers of newsgroups on the internet. This includes spam which is sent through any other provider referring to a website, e-mail address or other service at Onlide Inc;
 - infringement of copyright-protected works or any other conduct which violates the intellectual property rights of third parties;
 - the publication or distribution of child pornography;
 - sexual intimidation or other harassment of persons;
 - hacking: gaining unauthorised access to other computers or computer systems on the internet.
- d. The customer is not permitted to assign to third parties, or to allow third parties to use, his or her account, the manual or other rights resulting from the agreement, unless Onlide Inc has given its express written consent. Without prejudice to the foregoing, the customer is permitted to commission a third party to design, publish and maintain a website. The customer shall nevertheless remain responsible for the use of his or her account and password. Passwords are considered as valid signature for ordering products and services with Onlide Inc.

ABUSE POLICY

Onlide Inc - Version 23.01.2016

Besides the [General Terms and Conditions of Business and Registration](#) it is also necessary for you acknowledge this abuse policy.

1. General Complaints

- a. Onlide Inc shall only consider complaints if they relate to Onlide Inc services and/or the actions or conduct of customers.
- b. Onlide Inc shall endeavour to deal with complaints concerning Onlide Inc services as effectively as possible and to bring about improvements in the services it provides. Complaints, which must be complete and clearly described, may be lodged with the customer services department within three working days, preferably by e-mail. Where possible, Onlide Inc shall deal with the complaint three working days after receipt. Where possible, the customer shall receive a report three working days after receipt of the complaint.
- c. Onlide Inc shall endeavour to deal with complaints relating to the actions or conduct of Onlide Inc customers as effectively as possible. Customers may send complaints concerning abuse, spam or illegal actions by Onlide Inc customers within three working days to the e-mail address abuse@.... , provided that such complaints are accompanied by the relevant log data, including times and/or full headers and a clear description of the grounds for the complaint.
- d. The lodging of a complaint shall not affect the customer's other obligations.

2. Copyright and Trademarks

If there are complaints because of violation of Copyrights or Trademarks rights towards a customer, the customer in the first place decides what happens with its account. Onlide Inc acts only if violation becomes clear from written and vast proof by the party whose rights have been violated, and Onlide Inc believes after its own interpretation that obstruction of this violation is urgently of nature. In all other cases Onlide Inc doesn't undertake any action up to the moment on which obstruction is legally subscribed to by Court.

3. Spam

Read our Spam Policy on top of our [Spam Policy](#).

SPAM POLICY

Onlide Inc - Version 23.01.2016

Besides the General General s and Conditions of Business and Registration it is also necessary for acknowledge this Acceptable Use Policy.

Policy regarding Spam / UCE (Unsolicited Commercial Email)

a. Onlide Inc does not send UCE ("spam"). When you receive email which you consider as "spam", this surely won't have its source at Onlide Inc. Being mentioned as "sponsoring Registrar" in the whois output does only mean that the domain in question has been registered through Onlide Inc. Operational services such as mailservice are usually provided by an Internet Service Provider, which has to be referred to in the nameservice entries. Onlide Inc does not support the behaviour of persons or entities sending mail to others without having any kind of contact before. Not liking something does not mean that we have the right to police it. Onlide Inc will support your effort to stop somebody to spam, but will not make own judgements about the case. We are not taking the chance to "hurt" one innocent under 100 fraudulent registrants. You can contact Onlide Inc when the sending email address is using a domain registered with Onlide Inc and;

- The postal address of the owner of the domain is invalid; or
- The owner of the domain does not prevent that UCE is being sent.

Onlide Inc will act accordingly to these Terms and Conditions as soon we get written proof of at least one of both cases. Please ask a legal advisor or lawyer what should be considered 'written proof'. We kindly ask you to send all your material (including e-mail headers) through our [spam-report form](#).

- b. Customers are not allowed to send spam to every random internet user and/or to make unasked posting in bulletins in large numbers of newsgroups on the Internet through the network of Onlide Inc.
- c. It has been prohibited for customers, to use insufficiently protected mail servers, linked to the network of Onlide Inc.
- d. Bulk e-mail is permitted if it used the so-called verified OPT-IN regulation. Mailings where a database for has been used in which the recipient has not authorised the sender (the customer), are treated as spam and Onlide Inc will treat this at the reception of complaints as such.
- e. After it has been determined if the complaint is indeed UBE or bulk UCE, the customer gets an official warning: FTO ("First Time Offender"). If there is no response within 24 hours, in which is stated that there have been taken sufficient measures to prevent spam, Onlide Inc preserve the right to disconnect the domain name (by changing nameserver information, DNS records or other measures).
- f. If there are complaints concerning a customer who is state is already FTO, Onlide Inc will without notification in advance disconnect the domain name for a period of minimum 48 hours. The customer is informed that the status of STO ("Second Time Offender") has been acquired. Onlide Inc has the right to definitively raise all services to the customer, without some right to cost reduction for the still current subscription period.
- g. If for the third time complaints about a customers are received (TTO, "Third Time Offenders"), a raise of service is always irrevocable without some right to cost reduction for the still current subscription period.
- h. Onlide Inc has the right to block communication with of other networks in order to prevent spam. It is possible that this can lead to a temporary outburst of connection with other networks.

ADDITIONAL CONDITIONS FOR INDEMNIFICATION

Onlide Inc - Version 23.01.2016

Besides the General Terms and Conditions of Business and Registration it is also necessary for you acknowledge the following additional conditions for domains concerning "Indemnification".

Indemnification

The Supplier requires a Registered Name Holder to indemnify, defend and hold harmless the Registry Operator, including without limitation;

[VeriSign, Inc. \(.COM/.NET/.TV/.JOBS/.CC\)](#)
[Afilias Limited \(.INFO\)](#)
[Neulevel/NeuStar
\(.BIZ/.US/.TW/.CN\) SITA \(.AERO\)](#)
[Public Interest Registry
\(.ORG\) Denic AG \(.DE\)](#)
[SIDN \(.NL\)](#)
[DNS BE \(.BE\)](#)
[Nic. AT \(.AT\)](#)
[Switch \(.CH .LD\)](#)
[Hostmaster DK \(.DK\)](#)
.NUDOMAIN
(.NU) Nominet
(.UK) Red.es (.ES)
[Eurid \(EU\)](#)
.IN REGISTRY (IN)
mTLD (MOBI)
[GlobalName \(NAME\)](#)
[AFNIC \(FR\)](#)
[RU-CENTER \(RU\)](#)

This Indemnification covers their respective subsidiaries and affiliates, and the directors, officers, employees and agents of each of them, from and against any and all claims, actions, losses, damages, expenses and costs, including reasonable attorneys' fees and expenses, arising out of or relating to (i) the Registered Name Holder's domain name registration, (ii) any breach by the Registered Name Holder of this Agreement, including the Dispute Policy, or (iii) any third party claim, action, or demand related to the Registered Name Holder's domain name or the use thereof. This indemnification obligation survives the termination

PRIVACY STATEMENT

Onlide Inc - Version 23.01.2016

Onlide Inc will refrain from inspecting customers' personal e-mail and/or files and will not make these available to third parties, unless Onlide Inc is obliged to do so by law or as a result of a court judgement, or if the customer acts or is suspected of acting contrary the general conditions. From: [General Terms and Conditions of Onlide Inc](#)

Privacy and Internet

More and more people are attaching importance to the protection of their privacy. But it is not easy to state precisely what privacy means. According to the dictionary it is the opportunity for people to seclude themselves, to avoid disruptive influences from the outside world. According to another description privacy is the constitutional right to the protection of private life. The right to privacy may seem very basic: in the 'real' world you can shut yourself away in order to discuss confidential matters. On the internet, however, privacy is becoming less and less controllable.

Privacy at Onlide Inc

The word 'privacy' arises regularly in our contacts with our customers. That is understandable, because the internet and privacy are closely related. When a customer visits a website or sends an e-mail, we 'transport' information which can be highly confidential. Privacy protection means quality. Onlide Inc believes that personal data must remain personal and guarantees this in its General Terms & Conditions. Onlide Inc does not make customer data available to third parties, on either an individual or a collective basis, unless it is legally ordered to do so by authorities.

Your Personal Data

Naturally you want to know how Onlide Inc will handle your personal data. If you buy a service from us, you will provide us with certain personal or business details. Onlide Inc also asks for daytime and evening telephone numbers. This is necessary to provide additional verification, for example if you cannot fax your proof of identity when you change your password.

Legislation

The new Telecommunications Act has been in force in the Netherlands since December 1998. As a result, the tapping of the internet by the police, judiciary and information services is legally possible under certain conditions. Onlide Inc will monitor closely the correct, accurate and lawful implementation of the powers of the judiciary and the information services in this area.