



## WEB SERVICES AGREEMENT

This Web Services Agreement between (i) you ("you", "your" or "Customer") and (ii) RapidCloud (M) Sdn. Bhd., ("RapidCloud") sets forth the terms and conditions of your use of the services set forth herein (collectively, the "Services").

This Agreement explains our obligations to you, and your obligations to us in relation to the Service(s). When you or someone else you have permitted, uses, modifies or cancels the Service(s) on your behalf (even if we were not notified of such authorization), or requests or purchases additional services under your account, this Agreement covers any such service or actions.

You acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement, as well as any additional rules or policies that are or may be established by RapidCloud from time to time.

This Agreement as well as any additional RapidCloud rules and policies, together with all modifications thereto, constitute the complete and exclusive agreement between you and RapidCloud concerning your use of the Services, and supersede and govern all prior proposals, agreements, or other communications. You also may be subject to additional terms and conditions that may apply when you use third party, affiliate or other RapidCloud Services, third-party content or third-party software.

### YOUR RIGHTS TO USE THE SERVICES AND RESTRICTIONS

The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services, and RapidCloud reserves all rights of ownership in the Services not granted to you in writing here. As long as you meet any applicable payment obligations and comply with this Agreement, RapidCloud grants to you a personal, limited, non-exclusive, non-transferable right to use the Services that is valid only for the period of use provided in the ordering and activation terms, and only for the purposes described by RapidCloud on the website for the Services.

You agree not to use the Services or content on this website in a manner that violates any applicable law, regulation or this Agreement. For example, unless authorized by RapidCloud in writing, you agree you will not:

Provide access to or give any part of the Services to any third party.

Reproduce, duplicate, copy, deconstruct, sell, trade or resell the Services.

Attempt to access any other RapidCloud's that are not part of these Services.

Excessively overload the RapidCloud's used to provide the Services.

If you violate any of these terms, this Agreement and your right to use the Services may be terminated by RapidCloud in its sole discretion.

### **RapidCloud (M) Sdn. Bhd.** (544992-U)

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**YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHTS IN A DOMAIN NAME ARE NOT EXCLUSIVE, AND ARE ONLY COMPRISED OF THOSE RIGHTS CONVEYED TO YOU IN THIS AGREEMENT, AND SUBJECT TO THE LIMITATIONS STATED HEREIN.**

## **DOMAIN NAME REGISTRATION, ADMINISTRATION AND RENEWAL SERVICES**

### **Generic Top Level Domain Registrations**

RapidCloud is a reseller of domain names for accredited domain registrars of Internet Corporation for Assigned Names and Numbers ("ICANN") for various generic top-level domain names including .com, .net, .org, .biz, .info, .name and .pro ("gTLDs"). RapidCloud also may, in its sole discretion, accept applications to register and renew certain gTLD names in non-roman alphabet languages (e.g., Japanese, Chinese, and Korean).

You acknowledge that you agree to be bound by all terms and conditions of ICANN's Uniform Domain Name Dispute Resolution Policy (the "UDRP"), as amended from time to time, which is hereby incorporated and made a part of this Agreement by reference for all gTLD domain name registrations or renewals. For ICANN UDRP, please refer to [www.icann.org](http://www.icann.org).

Additional terms and conditions apply to the registration, administration and renewal of the .info, .biz, .name and .pro gTLDs and such terms and conditions can be viewed from [www.icann.org](http://www.icann.org).

### **Country Code Top Level Domain Registration and Administration**

In addition to registering and renewing gTLD domain name registrations, RapidCloud may register and renew various country code top level domains ("ccTLDs"). The registry administrator for each ccTLD varies by individual country code. By agreeing to the terms and conditions set forth in this Agreement, you are also agreeing to be bound by the rules and regulations set forth by these registry administrators for their respective registries only. RapidCloud may, in its sole discretion, elect to discontinue offering registrations or renewals of some or all ccTLDs.

## **NO GUARANTEE OF REGISTRATION OR RENEWAL**

As a domain name reseller, RapidCloud is, upon accepting your application to register or renew a domain name, your sponsor for that application. No domain name registrations shall be deemed effective unless and until we deliver the domain name registration or renewal application you provide us to the appropriate registry administrator, as applicable, and that registry administrator accepts your application and activates your domain name registration or renewal. You will be entitled to a refund only if your registration is unsuccessful.

You acknowledge and agree that RapidCloud does not guarantee that you will be able to register or renew a desired domain name, even if our systems indicate that domain name is available, or you are able to complete an order with respect to such name.

You also understand that RapidCloud cannot know with certainty whether or not the domain name which you are seeking to register is simultaneously being sought by a third party, or

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whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases, including the various WHOIS or other registry databases. You also acknowledge and agree that RapidCloud is not responsible for any inaccuracies or errors in the domain name registration or renewal process.

You are solely responsible for making sure that your registration or renewal has been properly processed. You further acknowledge and agree that RapidCloud 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 RapidCloud is not liable or responsible in any way for any errors, omissions or any other actions by any third party including 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.

## **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 registration, maintenance, or renewal are complete and accurate, and your contact information will be kept current;
- (b) 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 use the domain name in violation of any applicable laws or regulations or RapidCloud's rules or policies.

You agree and acknowledge that it is your responsibility to determine whether your domain name registration or use infringes or violates someone else's rights, including, but not limited to, whether any foreign language translations of your domain name, either between roman-alphabet languages, between non-roman alphabet languages, or between roman-alphabet and non-roman alphabet languages, infringe or violate someone else's rights.

## **DOMAIN NAME REGISTRANT**

RapidCloud considers the entity named as the registrant contact for the domain name to be the registrant of that domain name and the entity authorized to transfer the domain name. Further, the billing contact is your agent with authority to act on your behalf with respect to the domain name registration or any other services obtained from RapidCloud, including (but not limited to) the authority to terminate, renew, or modify such services, or obtain additional services.

**IF A REGISTRANT TRANSFERS A DOMAIN NAME TO ANOTHER REGISTRAR OR TO A NEW REGISTRANT, THE SERVICES ASSOCIATED WITH THAT DOMAIN NAME MAY TERMINATE FOLLOWING THE TRANSFER.**

### **TRANSFER OF REGISTRAR** **RapidCloud (M) Sdn. Bhd.** (544992-U)

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Your domain name may be automatically set to prevent a transfer to another Registrar by means of a registrar lock on your domain. By having a lock status on your domain, you are providing express objection to any and all transfer requests issued from another Registrar. Should you choose to transfer to another Registrar, you must contact your Service Provider and remove the lock prior to our receipt of the transfer request from the gaining Registrar. If you are not sure whether your domain name is on lock status or if you need assistance in un-locking the domain, then contact our customer support.

## **PROVISIONS FOR NON-ROMAN ALPHABET NAMES**

You acknowledge and agree that RapidCloud cannot guarantee the functionality of non-roman alphabet language domain names, or that its non-roman alphabet language registration service will be error-free, in that RapidCloud cannot know with certainty whether or not the non-roman alphabet language domain name you are seeking to register or renew will be translated properly by the Internationalized Domain Name System. Furthermore, you acknowledge that RapidCloud or the registry administrator may be required to suspend, modify or cancel your non-roman alphabet language registration in order to comply with new ICANN or IETF rules, regulations or standards that apply to such registrations.

## **RAPIDCLOUD WEBSITE BUILDER ENGINE and CONTENT MANAGEMENT SYSTEM**

Website Builder engine provides the ability to create, manage and publish Web sites ("User Web Sites").

**YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE BUILDER SERVICE IS ENTIRELY AT YOUR OWN RISK, AND THAT RAPIDCLOUD MAKES NO IMPLIED OR EXPRESS WARRANTIES ABOUT THE RELIABILITY OF THE WEBSITE BUILDER SERVICES OR WEB SITES CREATED USING THE WEBSITE BUILDER SERVICES. YOU FURTHER AGREE AND ACKNOWLEDGE THAT RAPIDCLOUD IS NOT RESPONSIBLE FOR ANY DAMAGE CAUSED BY LOSS OF ACCESS TO, OR DELETION OR ALTERATION OF USER WEB SITES.**

You agree and acknowledge that you are fully responsible for your actions and User Web Sites, including, but not limited to any content, including but not limited to, opinions or views expressed in those Web sites.

You further agree and acknowledge that RapidCloud may remove or delete any User Web Sites or any portion thereof that RapidCloud deems unacceptable for any reason, and may suspend or cancel without prior notice your access to and use of the Website Builder services for any violation of the terms and conditions in this Agreement, in RapidCloud's sole discretion, and without prior notice to you.

You agree to abide by all applicable local, state, national and international laws and regulations, including laws protecting Intellectual Property in all forms (e.g., copyrights, trademarks and patents), in connection with your use of the Website Builder services.

## **PROHIBITED CONDUCT**

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You agree that the following is a non-exclusive list of actions on User Web Sites that are not permitted:

- the uploading, posting or otherwise transmitting of any User content on Web Sites that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- the impersonation of any person or entity, including, but not limited to, an RapidCloud official, forum leader, guide or host, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- the forgery of any headers or other manipulation of identifiers in order to disguise the origin of any User Web Site or the development of restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page);
- the uploading, posting or other transmittal of any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- the uploading, posting or other transmittal of any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- the uploading, posting or other transmittal of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- the uploading, posting or other transmittal of any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupting the normal flow of dialogue, causing a screen to "scroll" faster than other users are able to type, or otherwise acting in a manner that negatively affects other users' ability to engage in real time exchanges;
- intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the

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Malaysia Securities Commission, any rules of any national or other securities exchange, and any regulations having the force of law;

- "stalking" or otherwise harassing another;
- collecting or storing personal data about other users;
- promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites;
- the use of your User Web Sites as storage for remote loading or as a door or signpost to another home page;
- attempting to access the accounts of others, or attempting to penetrate security measures of RapidCloud or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data;
- sending of the same or substantially similar unsolicited electronic mail message, whether commercial or not, to a large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of RapidCloud's service, RapidCloud's equipment or any RapidCloud electronic mail address;
- posting any copyright infringing files;
- installation of 'auto-responders', 'cancel-bots' or similar automated or manual routines that generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others;
- any resale or any exploitation for any commercial purposes of RapidCloud services, by any and all means unless approved in advance in writing by RapidCloud.

## OWNERSHIP OF YOUR CONTENT IN WEBSITE BUILDER ENGINE

With the exception of Your ownership interest in the information, materials, images, photos and other content that You provide to us for inclusion in the User Websites, ownership interest to

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the User Websites website builder engine, including, but not limited to, the HTML coding, scripting, copyrights, visual layout, appearance and design and all other intellectual property rights, will be with RapidCloud. Although RapidCloud, its vendors and subcontractors will custom design the User Websites, the User Websites may contain some features and design elements used in other websites designed by RapidCloud, its vendors and subcontractors.

**You are responsible for your content.**

You are legally responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") uploaded, posted or stored through your use of the Services. You grant RapidCloud a worldwide, royalty-free, non-exclusive license to host and use the Content in order to provide you with the Services.

You agree not use the Services for any illegal purpose or in violation of any applicable local, state, federal or international law. You are encouraged to archive your Content regularly and frequently. You are responsible for any Content that may be lost or unrecoverable through your use of the Services. You must provide all required and appropriate warnings, information and disclosure. You agree that you will not use the Services to share, store, or in any way distribute financial data that is not in accordance with the law.

Any users suspected of having information which involves fraud, embezzlement, money laundering, insider trading, support for terrorism, or any other activity proscribed by law may have their accounts terminated, their financial data erased, and they also may be reported to law enforcement officials in the appropriate jurisdictions. RapidCloud is not responsible for the Content or data you submit on the website.

You agree not to use the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- Illegal, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing , offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
- Content or data that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);
- Except as otherwise permitted by RapidCloud in writing, advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- Virus, trojan horse, worm or other disruptive or harmful software or data; and

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- Any information, software or Content which is not legally yours and may be protected by copyright or other proprietary right, or derivative works, without permission from the copyright owner or intellectual property rights owner.

## WEB HOSTING TERMS AND CONDITIONS

Your Web Hosting Services shall continue for the term selected in the package you purchased and shall automatically renew for terms of such length (with fees charged in advance), unless either party notifies the other of termination or cancellation in accordance with this Agreement, and subject to the then-current terms and conditions of this Agreement at the time of any renewal of your Web Hosting Services.

You acknowledge and agree that in the event you do not desire to automatically renew your Web Hosting Services, it is your responsibility and obligation to contact RapidCloud's administrative service to cancel your automatic renewal. Your failure to cancel your automatic renewal shall be deemed acceptance of the renewal term. Subject to your obligation to pay any outstanding fees, if any, you may cancel your Web Hosting Services at any time. To cancel your Web Hosting Services you must contact RapidCloud's admin service centre and cancel your service or email a rightful cancellation to [admin@rapidcloud.my](mailto:admin@rapidcloud.my).

Notwithstanding anything to the contrary herein, RapidCloud may unilaterally suspend or terminate your Web Hosting Services, suspend your access and password, remove your Web Hosting Services from RapidCloud's servers, or remove any content within the Web Hosting Services, if RapidCloud concludes, in its sole and exclusive discretion, that you

- have breached, violated, or acted inconsistently with the letter or spirit of this Agreement, including any applicable RapidCloud Policy or any applicable law or regulation;
- have provided false information as part of your account information;
- have failed to keep your account information complete, true, and accurate;
- fail to respond to any email communication sent to the email address listed in your account information;
- are engaged in fraudulent or illegal activities or the sale of illegal or harmful goods or services;
- are engaged in activities or sales that may damage the rights or reputation of RapidCloud or others; or
- engage in any activity, whether or not intentionally, that threatens the stability or security of RapidCloud's network, servers, or other services, in RapidCloud's sole discretion (each "Termination for Cause").

Any Termination for Cause by RapidCloud will take effect immediately, and you expressly agree that you will not have any opportunity to cure. In addition, RapidCloud may terminate your Web Hosting Services at any time without cause upon notice to you. Your sole and exclusive remedy for such termination of your Web Hosting Services without cause will be based on a pro-rated fee refund based on usage of your Web Hosting Services for the then current term.

Upon any termination of your Web Hosting Services or this Agreement for any reason, any provision which, by its nature or express terms should survive, will survive such termination.

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## HOSTING OF WEBSITE CONTENT

You expressly grant to RapidCloud a non-exclusive, worldwide and royalty free license to copy, display, use and transmit on and via the Internet the content that is submitted, stored, distributed or disseminated by you via the Web Hosting Services, including content supplied by third parties, in connection with RapidCloud's performance or enforcement of this Agreement and revocable only upon the termination of Web Hosting Services.

You shall be solely responsible for providing, updating, uploading and maintaining your website and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through your web site, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text.

Your Content shall also include any registered domain names provided by you or registered on behalf of you in connection with the Web Hosting Services. RapidCloud does not intend to and shall have no obligation to systematically monitor the Content. Your Content includes content of the end users of your website. Accordingly, you are responsible for your end users' content and all activities on your website.

RapidCloud, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, removal of all or a portion of your Content and suspension and/or termination of your Web Hosting Services, in the event of notice of any possible violation of this Agreement by you or your end users. You agree that RapidCloud will have no liability to you or any of your end users due to any corrective action that RapidCloud may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action. You agree to the additional restrictions of use for the ancillary services provided by RapidCloud in conjunction with the Web Hosting Services that are found in the Agreement.

## WEB HOSTING ACCEPTABLE USE

You represent and warrant to RapidCloud that your Content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any copyright, trademark, patent, proprietary intellectual property, contract or tort right of any person and that you own your Content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the Content on and within your web site.

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You also warrant that the web site being hosted by RapidCloud will not contain any obscene or libellous material or otherwise violate any law or regulation. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you disseminate or display in connection with your use of the Web Hosting Services or obtain from the Internet.

You represent and warrant that your Content and use of the Web Hosting Services will not:

- disseminate or transmit unsolicited messages, chain letters, unsolicited commercial email, or unreasonably large volumes of email on a daily basis, provided, RapidCloud, in its sole discretion, may permit you in writing, if you have a legitimate purpose and after request, to send more email than RapidCloud's standard STMP relay limit;
- disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;
- disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person;
- create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication;
- export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of Malaysia and its agencies or authorities, or without all required approvals, licenses and/or exemptions;
- interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which you do not have authorization to access or at a level exceeding your authorization;
- disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program;
- use your server as an "open relay" or similar purposes;
  - run a DNS service;
  - act as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities;
  - perpetrate server hacking or other security breaches;
  - use of your web site as an anonymous gateway;
  - use of software or scripts run on its servers that cause the server to load beyond a reasonable level, as determined by RapidCloud; or
  - engage in any other activity deemed by RapidCloud to be in conflict with the spirit or intent of this Agreement or any RapidCloud policy,

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including the use of the Web Hosting Services in any way, in RapidCloud's sole discretion, that impairs the functioning or operation of RapidCloud's services or equipment. Specifically by way of example and not as a limitation, you shall not use the Web Hosting Services as (i) a repository or instrument for placing or storing archived files, and/or (ii) placing or storing material to be downloaded through other web sites.

**You agree to indemnify and hold free and harmless RapidCloud from any claims resulting from the use of the Web Hosting Services which damages you or any other party.**

RapidCloud reserves the right to investigate you, your business, and/or your owners, officers, directors, managers, and other principals, your sites, and your Content at any time. These investigations will be conducted solely for RapidCloud's benefit, and not for your benefit or that of any third party. If the investigation reveals any information, act, or omission, which in RapidCloud's sole opinion, constitutes a violation of any local, state, federal, or foreign law or regulation, or any of RapidCloud's other policies, RapidCloud may motu proprio immediately shut down the Web Hosting Services, without notice to you. You agree to waive any cause of action or claim you may have against RapidCloud for such action.

## **WEB HOSTING STORAGE AND SECURITY**

At all times, you shall bear full risk of loss and damage to your web site and all of your Content. You are entirely responsible for maintaining the confidentiality of your password and account information. You agree that you are solely responsible for all acts, omissions and use under and charges incurred with your account or password or in connection with the User Websites or any of your Content displayed, linked, transmitted through or stored on the Server. You shall be solely responsible for undertaking measures to:

- prevent any loss or damage to your Content;
- maintain independent archival and backup copies of your Content;
- ensure the security, confidentiality and integrity of all your Content transmitted through or stored on RapidCloud servers; and
- ensure the confidentiality of your password.

RapidCloud's servers are not an archive and RapidCloud shall have no liability to you or any other person for loss, damage or destruction of any of your Content. The Web Hosting Services are not intended to provide a PCI (Payment Card Industry) compliant environment and therefore should not be considered as one. RapidCloud shall have no liability to you or any other person for your use of the Web Hosting Services in violation of these terms.

You agree that RapidCloud has no obligation to back up any data related to your website. In the event your use of the Web Hosting Services is terminated, moving your web site off of the RapidCloud servers is your responsibility. RapidCloud will not transfer or FTP your web site to another provider.

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## ELECTRONIC MAIL

RapidCloud's electronic mail service provides you with the capability to send and receive electronic mail. RapidCloud retains the right, at RapidCloud' sole discretion, to restrict the volume of messages transmitted or received by you in order to maintain the quality of our electronic mail services to other customers and to protect our computer systems.

By agreeing to the terms of this Agreement, you acknowledge and agree that you are bound by the applicable provisions of the Acceptable Use Policy, as may be modified and updated from time to time by RapidCloud. The Acceptable Use Policy is made part of this Agreement by reference, in connection with your use of the electronic mail services described in this Agreement. RapidCloud may terminate your electronic mail service if your conduct is found to be unlawful, inconsistent with, or in violation of, this Agreement or the Acceptable Use Policy.

In order to receive RapidCloud's electronic mail service, RapidCloud must host your domain name record. If you transfer your domain name record to a third party in conjunction with a live Web site or for any other reason or allow your domain name registration to expire, you will no longer be able to use RapidCloud's electronic mail service. RapidCloud will not refund fees, if any, you have paid for the electronic mail service if you elect to transfer your domain name record to a third party.

Your right to use RapidCloud's electronic mail service is personal to you. You agree not to resell the electronic mail service, without the prior express written consent of RapidCloud.

RapidCloud will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the law or comply with legal process served on RapidCloud; (2) protect and defend the rights or property of RapidCloud; or (3) act under exigent circumstances to protect the personal safety of our customers or the public.

You acknowledge and agree that RapidCloud neither endorses the contents of any of your communications nor assumes responsibility for such content, including but not limited to any threatening, libellous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby.

You acknowledge and agree that certain technical processing of email messages and their content may be required to:

- (1) send and receive messages;
- (2) conform to connecting networks' technical requirements;
- (3) conform to the limitations of electronic mail service; or
- (4) conform to other similar requirements.

You agree that RapidCloud shall under no circumstances be held liable on account of any action it takes, in good faith, to restrict transmission of material that it or any user of electronic mail service considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected.

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**Disclaimer:** In no event is RapidCloud (M) Sdn Bhd to be liable for any direct, special, indirect or consequential damages, or any other damages of any kind including loss of use, loss of profits, or loss of data, whether in an action in contract, tort such as negligence, and or due to human-error connected with the use of email services.

## **MOBILEACE! SMS MARKETING TOOL**

SMS text messages are deemed to have been delivered when RapidCloud's delivered or sent the messages to the immediate destination that the software is programmed for, including SMTP servers, mobile telephone networks, or any other intermediary server or API that is deemed to be the point of dispatch of the message.

Although RapidCloud focus on providing extensive coverage aggregation services, third party network providers may choose from time to time to not be part of our networks or the networks of our service providers. This may result in messages not being delivered.

## **YOUR CONDUCT ON SMS SERVICE**

For all SMS services provided to you by RapidCloud, you must only use the services: in accordance with RapidCloud's terms and conditions;

- for lawful purposes;
- in accordance with all applicable local, national and international laws and regulations; and
- for the purposes for which they are designed.

Note: RapidCloud's customers are expected to research the local laws and regulations in the countries where they send SMS to/from and are expected to adhere to those laws and regulations.

When you use RapidCloud SMS services, you shall not:

- do anything which violates any of RapidCloud's terms and conditions;
- send junk SMS messages, spam or any unsolicited messages (commercial or otherwise);
- make any misrepresentation including (without limitation)
- deceive, mislead, defraud or otherwise make misrepresentations to any person regarding any fact or circumstance;
- impersonate or attempt to impersonate or otherwise misrepresent your identity to any person for whatever purpose or create a false identity mobile phone address or header;

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- change the content of communications received by you and thereafter forwarding same to others without indicating the nature of the changes; and
- forge or otherwise manipulate origination details and data on any electronic data message with a view to disguising or deleting the origin of anything transmitted using our service;
- transmit anything (including (without limitation) words and images) which is defamatory, discriminatory, obscene, lewd, offensive, threatening, abusive, harassing, harmful, hateful or which contains pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's rights regardless of whether such content is accessed, transmitted, propagated, distributed, created or stored in a public or private context;
- commit fraud or solicit or induce any person to participate in any commercial or non-commercial activities which are in the nature of a financial scam, "pyramid schemes" or "chain letters";
- violate or infringe any intellectual property rights;
- do anything which does or may -
- damage, impair, overburden or disable any system of any person (including RapidCloud) using RapidCloud SMS services;
- interfere with another user's use and enjoyment of the service or of similar services;
- interfere with or disrupt networks connected to the service or violate the regulations, policies or procedures of such networks; or
- compromise or tamper with the security of our or any other person's software, hardware, systems, networks or services;
- transmit any computer code which is designed to harm the operation of any software, hardware or network, including (without limitation) viruses, Trojan horses, worms, time bombs and cancelbots;
- harvest or collect information about others, including email addresses, without their consent for any reason;
- violate the privacy of any person;
- reproduce, replicate, copy, sell or re-sell any of:
- our services or any part thereof (including (without limitation) websites and web pages, or any services that constitute the provision of telecommunications services in terms of applicable legislation); or
- the information or data contained in our services;

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- repeatedly or in a rapid manner transmit content in such a manner as to have the effect of harassing a recipient;
- transmit content that you do not own or do not have the right to publish or distribute;
- access any of our services or any similar service of any third party or any network without authorisation or through hacking, password mining or any other means;
- perform any illegal activities including (without limitation) promoting or facilitating access to, use of or sale of dangerous substances or devices;
- use the service for commercial use without authorisation; or
- help any third party to do any of the above.

### **SMS MESSAGES AND OTHER LIMITATIONS**

RapidCloud is not responsible for the deletion or failure to store SMS information. RapidCloud sets no fixed upper limit on the number of message you may send through the service apart from how many credits left in your account.

RapidCloud may determine whether or not your conduct is consistent with the letter and spirit of the agreement and may end the service at any time if your conduct does not comply with the agreement. The sender identification that can be included as part of a mobile text message is not a guaranteed feature.

Your message might be sent without your sender identification and you will not be notified of this. Although RapidCloud does its best to deliver message quickly, messages may be delivered late due to queuing or mobile network operator / third party traffic. This may still result in the message being seen as "delivered". Only "received by recipient" can be regarded as a final delivery to the handset. This "received by recipient" status is only available if we get it from the mobile network operator.

### **THIRD PARTY GOODS AND SERVICES**

In some cases, RapidCloud may provide the services of third parties, or our services in conjunction with those of third parties including (without limitation) network providers.

In those cases, the following conditions apply:

- RapidCloud provides such services subject to the terms, conditions and limitations imposed by those third parties.
- If those third parties change, suspend or stop providing such service, RapidCloud may similarly change, suspend or stop providing the services to you without

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notice. RapidCloud may nevertheless try to provide such a service in another way or by using another third party.

- You authorise us to provide any of your information to those third parties to the extent that it may be necessary to enable the third parties and us to provide the services to you.
- To the extent that there is a conflict between the third party's terms and conditions and these terms, these terms prevail.
- When you acquire goods, downloads or services from a third party through any of our services, you understand and agree that:
  - we are not a party to the contract between you and the third party;
  - we don't have to monitor the third party service you use;
  - the third party will be responsible for all obligations under the contract including (without limitation) warranties or guarantees;
  - you must evaluate the goods, software or service and the applicable terms and conditions before acquiring the goods, software or service; and
  - you indemnify us against any damages howsoever arising from your acquisition and use of the third party goods, software or service.

We may reject or refuse any third party service used by you in conjunction with our service.

## **FEES, SERVICE TERMS; RENEWALS**

### **Fees; Service Term; Renewal Reminders**

As consideration for the Services, you agree to pay RapidCloud the applicable Service(s) fees set forth on our web site, brochures or quotations at the time you request Services from RapidCloud. All fees are due immediately and are non-refundable, except as otherwise expressly noted. Unless otherwise specified, each domain name registration is for a one-year initial term (or such longer term as may be required by a particular registry administrator) and is renewable thereafter for successive one to ten-year terms, as set forth during the renewal process. Other RapidCloud Services are usually for one-year or one-month initial terms, or as otherwise specified during the ordering process, and are renewable thereafter for such terms as are specified during the renewal process. We reserve the right NOT to accept payment by credit card, cheque or cash.

Any renewal of your Services with us is subject to our then-current terms and conditions, including, but not limited to, payment of all applicable Service fees at the time of renewal and in the case of renewal of a domain name registration, the registry administrator's acceptance of such renewal. It is your obligation to affirmatively renew any desired Service and to keep track

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of all Service expiration dates. RapidCloud cannot ensure that you will be notified in advance of any Service expiration dates. However, RapidCloud will endeavour to send you a renewal reminder prior to the renewal of your registration at least fifteen (15) days in advance of the renewal date. RapidCloud will attempt to provide this reminder by email to the billing contact on file for the domain name registration.

You agree to pay all value added, sales and other taxes (other than taxes based on RapidCloud's income) related to the Service(s) provided to you hereunder. All payments of fees for the Service(s) provided by RapidCloud shall be made in the currency mentioned in the quotation or order form. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less.

In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) or other non-payment by you in connection with the applicable service or renewal fee, you acknowledge and agree that the Service for which such fee has not been paid may be suspended, cancelled or terminated, in RapidCloud's sole discretion, or, in the case of a domain name, transferred to RapidCloud as the entity that has paid the applicable fee to the registry or otherwise modify the contact information in the WHOIS record for such domain name registration to include RapidCloud's contact information or that of a third party.

In addition, we reserve all rights regarding such domain name registration including, without limitation, the right to (a) make the domain name registration available to other parties for purchase; and (b) to disable the DNS so that the domain name no longer resolves on the Internet, or to direct the domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction or other page that may include promotions and advertisements for, and links to, RapidCloud's Web site, RapidCloud's product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines, as well as advertise the sale or auction of such domain name registration. We will reinstate any such Service solely at our discretion, and subject to receipt of the applicable Service or renewal fee and any then-current reinstatement fee.

**ALL FEES ARE NON-REFUNDABLE, IN WHOLE OR IN PART, EVEN IF YOUR SERVICE IS SUSPENDED, CANCELLED OR TRANSFERRED PRIOR TO THE END OF THE THEN-CURRENT SERVICE TERM.** RapidCloud reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion, without prior notice to you.

You acknowledge and agree that, to the extent necessary, it is your responsibility to: (1) provide all equipment, including a computer and modem, necessary for you to establish a connection to the Internet; and (2) provide for your own connection to the Internet and pay any telephone service fees associated with such connection.

You acknowledge that you assume all risk and all consequences if you wait until close to or after the end of a Service term to attempt to renew such Service. If a Service is not successfully renewed prior to the expiration of its then-current term, all your rights to such Service will terminate, and we will have no obligation to allow you to renew a Service once its expiration date has passed, even if a registry administrator or third party service provider provides a grace period to RapidCloud upon expiration or termination of such Service. You acknowledge that post-expiration renewal or redemption processes implemented on your behalf are subject to our then-current fees.

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Specifically, with respect to domain names, you acknowledge and agree that RapidCloud may, upon expiration or termination, elect, at its sole discretion, to: (i) delete the domain name, (ii) renew the domain name on behalf of a third party, (iii) sell or auction the domain name; or (iv) otherwise make such domain name available to third parties. Any expired gTLD domain name that is not sold, renewed or otherwise made available to a third party will generally be deleted between 35 and 45 days from the expiration date.

In addition, upon expiration of a domain name registration, RapidCloud may elect, at its sole discretion, to disable the DNS so that the domain name no longer resolves on the Internet, or to direct the domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction or other page that may include promotions and advertisements for, and links to, RapidCloud's Web site, RapidCloud's product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines, as well as advertise the sale or auction of the expired domain name registration. Additionally, you agree that we may modify the contact information in the WHOIS record for the expired domain name registration to include RapidCloud's contact information or that of a third party.

## TRIAL PERIOD

If you registered for a trial use of the Services ("Trial Period"), you must decide to purchase the Services within the Trial Period in order to retain any Content that you have posted or uploaded during the Trial Period. If you do not purchase the Services by the end of the Trial Period, your Content will no longer be available to you, and RapidCloud will not be responsible for any of it. Upon using the Services during the Trial Period, if you decide not to purchase the full version of the Services, you will not be able to access or retrieve any of the data you added/created during the Trial Period.

## SECURITY

You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under that account and in connection with your use of the Service(s), and for any other actions taken in connection with a registered domain name, including those of your agents, assignees and other users to whom you give e-mail accounts associated with your domain name(s) ("E-mail Users"). You agree to notify RapidCloud immediately of any unauthorized uses of the account or any other breaches of security. You acknowledge and agree that RapidCloud cannot and will not be liable for any loss or damage from the failure to comply with this security obligation, from shared or unsecured user names and passwords, or for any acts or omissions, of you or any of your agents, assignees or E-Mail Users, including any damages of any kind incurred as a result of such acts or omissions.

## CHANGES TO THIS AGREEMENT OR TO ADDITIONAL RULES OR POLICIES

You agree that RapidCloud may modify this Agreement, as well as any additional rules or policies that are or may be published by RapidCloud, as necessary to comply with this agreement, or with any other agreements that RapidCloud is currently bound by or will be bound by in the future, or for any other reason.

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Except as otherwise provided in this Agreement, you agree that, during the term of this Agreement, we may:

- revise the terms and conditions of this Agreement; and/or
- change the Services provided under this Agreement, in whole or in part, at any time (including, without limitation, changing service providers or subcontractors for e-mail and other Services provided under RapidCloud's name). Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the Service(s) on our Web site, or upon transmission to you at the e-mail address provided by you for the registrant or administrative contact of your domain name, or such other email address as you may provide in connection with any Service purchased from RapidCloud; provided, however, that terms and conditions for new services shall be effective immediately upon posting on our Web site and will be applicable to you when you order such new Service(s). Your continued use of any Service(s) purchased through RapidCloud shall constitute your acceptance of this Agreement as well as additional rules or policies that are or may be published by RapidCloud, each with the new modifications. If you do not agree to any of such changes, you may request that your Service(s) be cancelled or that your domain name registration be transferred to a different domain name registrar. You acknowledge and agree that such cancellation or request for transfer will be your exclusive remedy and our sole liability if you do not wish to abide by any changes to this Agreement or any additional rules or policies that are or may be published by RapidCloud from time to time.

Except as set forth, no employee, contractor, agent or representative of RapidCloud or its subsidiaries is authorized to alter or amend the terms and conditions of this Agreement except by means of a written document signed by you and an authorized officer of RapidCloud.

## INFORMATION AND ITS USE

You hereby acknowledge and agree that, in connection with your use of certain of RapidCloud's services, you are required to provide certain information and to update promptly this information as needed to keep it current, complete and accurate.

In addition to such other information that RapidCloud may require you to provide in order to obtain the Services, RapidCloud requires that you submit the following information in connection with domain name registration, administration and renewal services.

### Domain Name Registration, Administration and Renewal Services

The information you are obligated to provide and keep current in connection with your use of RapidCloud's domain name registration, administration, and renewal services is the following:

Your full name (or the name of the entity and authorized contact person, if registration is for an organization, corporation or association), postal address, email address, voice telephone number, and fax number, where available;

The domain name being registered; and

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The name, postal address, email address, voice telephone number, and where available, fax number for the registrant, 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, in RapidCloud's sole discretion.

### **Additional Information Maintained**

In addition to the information you provide, we maintain records relating to any domain name application received by RapidCloud, as well as any domain name registered through, administered, or renewed by RapidCloud. We also maintain records relating to other Services that we provide to you. These records may include, but are not limited to:

- The original creation date of a domain name registration, renewal, or request for Services;
- The submission date and time of a registration or renewal application, or request for Services to us and by us to the proper registry;
- Communications (electronic or paper form) constituting submissions, forwarding, modifications, or terminations of service and related correspondence between you and us;
- Records of your account, including dates and amounts of all payments and refunds;
- The IP addresses of the primary name server and any secondary name servers for the domain name;
- The corresponding names of those name servers;
- The name, postal address, email address, voice telephone number, and where available, fax number of various contacts for the Services;
- The expiration date of a domain name registration; and
- Information regarding all other activity between you and us regarding your use of the Services.

### **Accurate Data**

In the event that

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- in applying for Service(s) or the registration of a domain name you are providing information about a third party, or
- ii) you license a domain name registered in your name to a third party, you hereby represent and warrant that you have
  - a. provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and
  - b. obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement.

You acknowledge and agree that wilfully providing inaccurate or unreliable information or wilfully failing to update information promptly will constitute a material breach of this Agreement that will be a sufficient basis for cancellation of your domain name registration or Service(s), in our sole discretion. You further acknowledge and agree that your failure to respond for over fifteen (15) calendar days to an inquiry by RapidCloud concerning the accuracy of contact details associated with your domain name registration shall constitute a material breach of this Agreement and will be a sufficient basis for cancellation of your domain name registration.

Without limiting your obligations, you agree that RapidCloud (itself or through its third party service providers) is authorized, but not obligated, to use certain address or billing correction services to update and/or to change any address or billing information associated with your account (including, without limitation, registrant address, billing contact address, and credit card information), and you agree that RapidCloud may use such changed information for all purposes in connection with your account (including the sending of renewal notices or invoices or for automatic renewal charges).

#### **Disclosure and Use of Information**

You acknowledge and agree that, pursuant to RapidCloud's Privacy Policy, RapidCloud may make available information you provide or that we otherwise maintain, to such public or private third parties as applicable laws require or permit, including, but not limited to, making publicly available, or directly available, some or all of such information:

- for inspection by law enforcement officials (including in the case of potential criminal activity);
- to respond to criminal and civil subpoenas and court orders that are validly issued;
- in connection with the sale of all or certain of our assets; (iv) to enforce or apply the terms of this Agreement; and
- to protect the rights, property, or safety of RapidCloud, our users, or others, whether during or after the term of your use of the Service.

You hereby consent to any and all such disclosures and use of, 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 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 RapidCloud.

We 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 which we describe in this Agreement.

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RapidCloud will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, of that information. RapidCloud will have no liability to you or any third party to the extent such reasonable precautions are taken.

### **Communications**

You acknowledge and agree that communications with RapidCloud are not private and may be published either in their entirety or in edited form at any time, at the sole discretion of RapidCloud.

### **OWNERSHIP OF DATA**

You acknowledge and agree that RapidCloud owns all database, compilation, collective and similar rights, title and interest worldwide in our domain name and other proprietary information databases, and all information and derivative works generated from those databases. Additionally, you hereby grant to RapidCloud a nonexclusive, worldwide, perpetual, irrevocable, fully paid-up right and license to use in our business, however it evolves, including the rights to copy, distribute, display, perform, transmit, prepare derivative works from or otherwise use without restriction the following information:

- the original creation date of a domain name registration or other Service,
- the expiration date of a domain name registration or other Service,
- the name, postal address, email address, voice telephone number, and where available fax number of the contact person for a Service, or of the registrant contact, technical contact, administrative contact, zone contact and billing contact for a domain name registration,
- any other information concerning a registered domain name or Service that appears or may appear in a WHOIS database or RapidCloud database, and
- any other information we generate or obtain in connection with the provision of the Services. RapidCloud does not have any ownership interest in your specific personal registration information or other information other than our rights in our domain name and RapidCloud databases.;

### **SYSTEM PERFORMANCE DEGRADATION**

RapidCloud depends upon its own and third party, including registry administrators, computer systems to provide the Services, and to provide timely information to RapidCloud's customer service team. Occasionally, these computer systems are subjected to exceptional volumes of incoming data, service requests, processes, electronic mail messages, and/or WHOIS queries that result in significant degradation of system processing and response time. Regardless of the reason, in those instances when there is system performance degradation, RapidCloud reserves the right, in its sole discretion, to filter or block electronic messages, data and/or processes originating from or traveling to the identified sources of the high volume traffic. RapidCloud will attempt to selectively restore service after system performance returns to normal limits, provided that such restoration does not result in an adverse impact on the

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system. RapidCloud further reserves the right to permanently filter or block repeated sources of high volumes of electronic traffic.

Finally, you acknowledge and agree that if your server is involved in an attack on any computer system, either with or without your knowledge or complicity, your account will be shut down while the matter is investigated and resolved in RapidCloud's absolute discretion.

## LIMITATION OF LIABILITY

**YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. YOU AGREE THAT RAPIDCLOUD WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY**

**(a) TERMINATION, SUSPENSION, LOSS, OR MODIFICATION OF YOUR SERVICE(S),**

**(b) USE OF OR INABILITY TO USE THE SERVICE(S),**

**(c) INTERRUPTION OF BUSINESS,**

**(d) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR A SERVICE (INCLUDING, WITHOUT LIMITATION, TO 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 RAPIDCLOUD'S AND SUBCONTRACTOR'S REASONABLE CONTROL,**

**(g) THE PROCESSING OF YOUR DOMAIN NAME APPLICATION OR OTHER SERVICE APPLICATION,**

**(h) APPLICATION OF ANY APPLICABLE LAW, REGULATION OR RapidCloud POLICY (INCLUDING, WITHOUT LIMITATION, ANY RELEVANT DISPUTE POLICY OR ANY OTHER ICANN (OR SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANIZATION) ADOPTED POLICIES),**

**(i) DISBURSEMENT OR NON-DISBURSEMENT OF FUNDS BY PAYMENT PROCESSORS;**

**(j) TRANSACTIONS CONDUCTED ON A USER WEB SITE, INCLUDING FRAUDULENT TRANSACTIONS;**

**(k) LOSS INCURRED IN CONNECTION WITH YOUR SERVICE(S), INCLUDING IN CONNECTION WITH E-COMMERCE TRANSACTIONS;**

**(l) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;**

**(m) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING YOUR SERVICE(S), OR**

**(n) ANY OTHER MATTER RELATING TO YOUR USE OF THE SERVICE(S). RAPIDCLOUD ALSO**

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**DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, GOODWILL, DATA, THE COST OF REPLACEMENT GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF RapidCloud HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RAPIDCLOUD 'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES.**

## **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless RapidCloud, its subsidiaries, affiliates, officers, directors, agents, partners, employees and attorneys for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out of or related to

- your use of or connection to the Services, including, but not limited to, your application for, registration of, renewal of or failure to register or renew a particular Service registered in your name,
- your use of any domain name registration or other Service;
- your Content;
- your breach or violation of any term, condition, representation or warranty of this Agreement; or
- your violation of any rights of others. This indemnification is in addition to any indemnification required under the UDRP or any similar policy.

You additionally agree to indemnify, defend and hold harmless the applicable registry administrator and its directors, officers, employees, and agents 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. You agree that this indemnification obligation shall survive the termination or expiration of this Agreement.

## **DISCLAIMER OF WARRANTIES**

THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS," AS AVAILABLE BASIS. RAPIDCLOUD MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR SERVICE GUARANTEES, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

YOU ARE RESPONSIBLE FOR MAINTAINING AND BACKING-UP YOUR DATA AND INFORMATION THAT MAY RESIDE ON THE SERVICES. RAPIDCLOUD FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY:

### **RapidCloud (M) Sdn. Bhd.** (544992-U)

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Tel : +603 7841 3888  
Fax : +603 7841 3800  
E-mail : sales@rapidcloud.my

[rapidcloud.my](http://rapidcloud.my)





- THAT THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS,
- THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,
- REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES, OR
- THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY RAPIDCLOUD, ITS EMPLOYEES, LICENSEES OR THE LIKE WILL CREATE A WARRANTY OR GUARANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. WITHOUT ANY LIMITATION TO THE FOREGOING, RapidCloud 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, TRANSFER OR MODIFICATION OF SERVICE(S)**

You acknowledge and agree that RapidCloud may suspend, cancel, transfer or modify your use of the Services at any time, for any reason, in RapidCloud's sole discretion and without notice to you. You also acknowledge and agree that RapidCloud shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services. Without limiting the foregoing, RapidCloud may, in its sole discretion, suspend, cancel, transfer or modify the Service;

- to correct mistakes made by RapidCloud, another registrar, or third party services provider,
- to resolve a dispute related to domain name, ownership, beneficial ownership of Services
- within thirty (30) calendar days of the creation date of the Services
- if you materially breach this Agreement (including any applicable additional rule or policy) and do not cure such breach within five (5) calendar days of notice by RapidCloud,
- if you use the Service to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, or

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- if you use the Service in connection with unlawful activity.

#### **UPON SUSPENSION OR TERMINATION,**

- **YOU WILL LOSE ALL ACCESS TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, DOMAIN NAME, DNS, NETWORK, VIRTUAL SERVERS, PASSWORD. THIS INCLUDES ALL RIGHTS TO CREATE, MODIFY, EDIT, DELETE OR HALT SERVICES.**
- **YOU WILL NOT BE PERMITTED TO TRANSFER THE SERVICES TO ANOTHER SERVICE PROVIDER AND**
- **YOU WILL RETAIN NO RIGHTS TO THE HTML CODING, SCRIPTING, COPYRIGHTS, VISUAL LAYOUT, APPEARANCE AND DESIGN OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS IN THE SERVICE.**

#### **GOVERNING LAW**

Your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of Malaysia, as if the Agreement was a contract wholly entered into and wholly performed within Malaysia. Any action to enforce this Agreement or any matter relating to your use of the RapidCloud site shall be brought exclusively in Malaysia.

Notwithstanding the forgoing, for the adjudication of third party disputes (i.e., disputes between yourself and another party, not RapidCloud) concerning or arising from use of services or beneficial ownership of services hereunder, you acknowledge and agree that you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of Malaysia. Any dispute from or to third party will void all current agreements between RapidCloud and you.

In the event of dispute between any parties, you acknowledge and agree that RapidCloud may suspend, cancel, transfer or modify your use of the Services at any time, for any reason, in RapidCloud's sole discretion and without notice to you. You also acknowledge and agree that RapidCloud shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services. Without limiting the foregoing, RapidCloud may, in its sole discretion, suspend, cancel, transfer or modify the Service

#### **NOTICES**

Subject to the terms of this Agreement, you agree that, unless other instructions are posted on RapidCloud's Web site, any notices required to be given under this Agreement will be deemed to have been given if delivered by email or fax, or sent by certified mail, return receipt requested, or by courier or other recognized overnight delivery service to each of the parties in accordance with the most current contact information you have provided to us. All notices shall be effective upon receipt, except that email and fax notices shall be effective upon transmission.

**FOR PURPOSES OF GIVING NOTICE UNDER THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT CONTACT INFORMATION MAY ONLY BE UPDATED BY FOLLOWING**

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THE INSTRUCTIONS POSTED ON RAPIDCLOUD'S WEBSITE. RAPIDCLOUD SHALL HAVE NO OBLIGATION TO ATTEMPT TO CONTACT YOU AT ANY OTHER CONTACT INFORMATION THAT YOU MAY PROVIDE TO RAPIDCLOUD CUSTOMER SERVICE OR OTHERWISE.

By providing such contact information to RapidCloud, you agree that RapidCloud may use the information you have provided to contact you via email, postal mail, telephone or fax in any format or manner. RapidCloud may, but shall have no obligation to, send a single notice by various means of delivery (i.e., fax, email, certified mail or express mail). In no event shall RapidCloud be liable to you for choosing to send notice to one address, or by one means of delivery, and not others.

## **CONFLICTS WITH OTHER AGREEMENTS**

In the event of any conflict between this Agreement and the terms and conditions governing your use of any service(s) provided by RapidCloud's third party service providers or any registry administrator, the terms and conditions of this Agreement shall govern as it relates to any rights and remedies as between you and RapidCloud.

## **ENTIRE AGREEMENT; SECTION HEADINGS**

This Agreement as well as any additional RapidCloud rules and policies, together with all modifications thereto, constitute the entire agreement between you and RapidCloud concerning your use of the Services, and supersede and govern all prior proposals, agreements or other communications between you and RapidCloud (including, but not limited to, any prior versions of the Agreement). You also may be subject to additional terms and conditions that may apply when you use third party, affiliate or other RapidCloud Services, third-party content or third-party software. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THE AGREEMENT MUST BE FILED WITHIN THE PERIOD ALLOWED BY LAW AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

## **FORCE MAJEURE**

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labour strike, lockout, or boycott, provided that the party relying upon this section shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, RapidCloud may immediately terminate this Agreement and shall have no liability therefore.

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## GENERAL

You agree and acknowledge that any acceptance of your application for the Services and the performance thereof will occur at our office in Selangor, Malaysia, the location of our principal place of business.

Except as otherwise set forth herein, your rights under this Agreement are neither, in whole or in part, assignable nor transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to resell any of the Services without RapidCloud's prior express written consent.

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Except as expressly stated herein, this Agreement shall not be construed to create any obligation by RapidCloud to any non-party or Assignee to this Agreement.

The failure of RapidCloud to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by RapidCloud of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole.

RapidCloud will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of RapidCloud as reflected in the original provision.

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