

# Domain Name Service Agreement

Philippine Network Foundation Incorporated (PHNET)

12 May 2014

## 1 Introduction

The Philippine Network Foundation, Incorporated (“PHNET”) is the sole registry and registrar for the EDU.PH domain under the Philippine Country Code Top-Level Domain Name (“PHccTLD”) on the Internet. This Service Agreement (“Agreement”) sets forth the terms and conditions of your use of the EDU.PH Domain Name Service (“service”) of the PHNET. By requesting this service from PHNET, you represent that you have read and agreed to be bound by all terms and conditions of this Agreement and the terms of the PHNET EDU.PH DNS Policies and any rules or policies (“Policies”) that are or may be published by PHNET in its website at <http://dns.ph.net>. PHNET is responsible for publishing the Agreement and the DNS Policies in its website. You are solely responsible for reviewing the Agreement and Policies regularly. You acknowledge that PHNET may modify this Agreement or the Policies from time to time and will indicate on the documents the date of modification and its date of effectivity and that within thirty (30) calendar days upon its publication, the DNS Policies become effective and are automatically incorporated into this Agreement. You agree to be bound by the modified Agreement and Policies. Should you wish not to be bound by the Agreement and Policies, you may cancel the Service subject to the section(s) of the Policies applicable to such a cancellation. In this Agreement, “you” and “your” refer to the party requesting services from PHNET, and “we”, “us” and “our” refer to PHNET.

## 2 Registrant Information

As part of the registration process, you are required to provide certain information and to update this information to keep it current, complete and accurate. This information may include

1. your organization’s name and postal address;
2. the IP addresses of the primary nameserver and any secondary nameservers for the domain name;
3. the corresponding names of those nameservers;

4. the full name, postal address, e-mail address, and telephone number of the technical contact for the domain name; and
5. the full name, postal address, e-mail address, and telephone number of the administrative contact for the domain name

You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be a basis for cancellation of your domain name registration.

You acknowledge and agree that PHNET may make the registration information that you provide publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws.

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 (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us.

We 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. PHNET shall have no liability to you or any third party to the extent such reasonable precautions are taken.

### **3 Acceptable Use Policy**

An Acceptable Use Policy (AUP) is in effect for this hosting service. Any violation of the AUP may result in the immediate cancellation or suspension of any or all service without warning.

### **4 Resource Allocation**

You acknowledge that the real-time resources allocated for hosting service are dynamically allocated based on the amount of overall resources used by you and other users. Real-time resources include but are not limited to bandwidth, MySQL connections, email connections, web server CPU, and web server RAM. Real-time resources may be affected by things such as, but not limited to, bandwidth and disk space used, the number or size of configured email accounts, the number of web sites configured under hosting service, or the number of or activity on connections to MySQL databases.

## **5 Terms and Fees**

In consideration for the Service provided by PHNET, you agree to pay the applicable fees subject to the current Policies. This Agreement shall continue for a term specified by you subject to the current Policies. Upon expiration of the term, you have the right to renew this Agreement subject to the current Policies at the time of renewal. You will be informed, through your technical and/or administrative contacts when such renewal fees are due. Should these fees go unpaid by the time specified in the renewal notice, PHNET shall have the right to cancel your registration and delete your domain name. Your payment of the applicable fees for the renewal of the Service constitutes an acceptance of the Agreement and Policies existing at that time of payment and all modifications thereto thereafter. All fees are non-refundable.

## **6 Agents**

You agree that if your domain name is registered on your behalf by anyone acting as your agent (e.g., an Internet Service Provider, employee, etc.), you are bound as a principal by all terms and conditions provided herein.

## **7 Disputes**

Any disputes regarding the right to use your domain name will be subject to the applicable provisions of the Policies.

## **8 Limitation of Liability**

YOU AGREE THAT PHNET WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS THAT MAY OCCUR DUE TO ANY LOSS OF REGISTRATION OF A DOMAIN NAME, THE USE OF YOUR DOMAIN NAME, ACCESS DELAYS OR ACCESS INTERRUPTIONS TO PHNET'S REGISTRATION SYSTEM, THE NON-DELIVERY OR MISDELIVERY OF DATA BETWEEN YOU AND PHNET, EVENTS BEYOND PHNET'S REASONABLE CONTROL, THE REDELEGATION OF THE EDU.PH DOMAIN, THE PROCESSING OF YOUR APPLICATION, THE PROCESSING OF ANY MODIFICATION TO THE RECORD ASSOCIATED WITH YOUR DOMAIN NAME, THE FAILURE OF YOU OR YOUR AGENT TO PAY ANY FEES HEREUNDER, OR THE APPLICATION OF THE DISPUTE POLICY. FURTHER, PHNET WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, 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 PHNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PHNET'S

MAXIMUM LIABILITY EXCEED THE AMOUNT OF THE SERVICE FEE CHARGED BY PHNET OR TWO THOUSAND PESOS (PhP 2000.00).

## **9 Indemnity**

You agree to defend, indemnify and hold harmless PHNET, its affiliates and business partners and 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 your domain name registration, any breach by you of this Agreement, or any third party claim, action, or demand related to your domain name or the use thereof.

## **10 Representation and Warranties**

You represent that, to the best of your knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. You represent and warrant that all information provided by you in connection with your registration is complete and accurate and that you have full capacity and authority to enter into this Agreement. You agree that the registration of your domain name will not immunize you from challenges to your domain name. PHNET makes no representations nor warranties of any kind in connection with this Agreement.

## **11 Breach**

You must remedy any breach of your obligations under this Agreement within 30 days after notice by PHNET. If you fail to cure the breach within such period within the reasonable satisfaction of PHNET, PHNET shall have the right in its sole discretion to delete, revoke, suspend or otherwise modify your registration of the domain name. The failure of PHNET to act in response to any or all such breaches does not excuse you from any or all such breaches.

## **12 Right of Refusal**

PHNET, in its sole discretion, reserves the right to refuse to register or reserve your chosen domain name and to provide any other service requested. Further, PHNET reserves the right to delete your domain name within thirty (30) days after receipt of payment for such services, or the date of registration of your domain name, if later. In the event that we do not register or reserve your domain name or provide other requested services, or we delete your domain name within such thirty (30) day period, we agree to refund your applicable fees paid. You agree that PHNET shall not be liable to you for any loss or

damages that may result from our refusal to provide any such services, or the deletion of your domain name.

### **13 Severability**

You agree that the terms in this Agreement are severable. Should any term or provision be declared invalid, the remaining terms or provisions shall continue to be binding.

### **14 General**

This Agreement, including without limitation the fee schedule and the Policies, together with all amendments or modifications to any of them, constitutes the complete and exclusive agreement between you and PHNET, and supersedes and governs all prior proposals or agreements, whether by custom, practice, or precedent, or any other communications.