

# DNS Hosting Product Agreement

Philippine Network Foundation Incorporated (PHNET)

12 November 2007

## 1 Introduction

This Service Agreement (“Agreement”) sets forth the terms and conditions of your use of the DNS Hosting Service (“service”) of 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 DNS Hosting Service 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 Service 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 Service 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 domain name where the service is to be used;
3. the full name, postal address, e-mail address, and telephone number of the technical contact for the hosting service; and
4. the full name, postal address, e-mail address, and telephone number of the administrative contact for the service

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 and/or revocation of this service.

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 registration information you provide, for purposes of inspection 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 service (including any updates to such information), whether during or after the term of your service. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your 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 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 or revoke the service. 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.

### **4 Agents**

You agree that if the service is obtained 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.

### **5 Disputes**

Any disputes regarding the right to the dns hosting service will be subject to the applicable provisions of the Policies.

## **6 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 THE DNS HOSTING SERVICE, THE USE OF DNS HOSTING SERVICE, ACCESS DELAYS OR ACCESS INTERRUPTIONS TO PHNET'S DNS HOSTING SERVICE SYSTEM, THE NON-DELIVERY OR MISDELIVERY OF DATA BETWEEN YOU AND PHNET, EVENTS BEYOND PHNET'S REASONABLE CONTROL, THE NON-RECOGNITION OF THE PHNET DNS HOSTING SERVERS, THE PROCESSING OF YOUR APPLICATION, THE PROCESSING OF ANY MODIFICATION TO THE RECORD ASSOCIATED WITH YOUR DNS HOSTING SERVICE, 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 FIVE HUNDRED PESOS (PhP 500.00).

## **7 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 use of the DNS Hosting Service, any breach by you of this Agreement, or any third party claim, action, or demand related to the DNS Hosting Service or the use thereof.

## **8 Representation and Warranties**

You represent that, to the best of your knowledge and belief, neither the DNS Hosting Service 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 the DNS Hosting Service is complete and accurate and that you have full capacity and authority to enter into this Agreement. PHNET makes no representations nor warranties of any kind in connection with this Agreement.

## **9 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 terminate the DNS Hosting Service. The failure of PHNET to act in response to any or all such breaches does not excuse you from any or all such breaches.

## **10 Right of Refusal**

PHNET, in its sole discretion, reserves the right to refuse to provide the DNS Hosting Service and to provide any other service requested. Further, PHNET reserves the right to terminate DNS Hosting Service within its period, thirty (30) days after receipt of payment for such services, or the date of the start of the service, if later. In the event that we do not provide you the DNS Hosting Service or provide other requested services, or we terminate the service 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 termination of such services.

## **11 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.

## **12 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.