

## **TERMS & CONDITIONS FOR THE PROVISION OF DOMAIN NAME REGISTRATION SERVICE**

The following terms, conditions and the information published in the SLT Website shall be applicable for the Domain Name Registration Service (service).

### **1. Service**

- 1.1 Upon Customer's request, SLT will, use commercially reasonable efforts to register the domain name(s) selected by Customer provided that such domain name is available for registration and does not violate any InterNIC or other registration services' policies, or any law or regulation, subject to the payment of fees stated under Clause 02 below. In failure whereof SLT will register with inter NIC an alternative domain name chosen by the Customer.
- 1.2 Any liability of whatsoever nature, arising out of or connected with the registration and use of a domain name shall be the sole responsibility of the Customer and the Customer shall indemnify and keep indemnified SLT of any liability, charge, cost or loss arising out of the registration or use of a domain name by the Customer.
- 1.3 The Service shall be available under the 02 options morefully stated under the Application for Customer's selection.

### **2. Billing and Payment Terms**

- 2.1 Payments shall be settled under the following 02 options which are further stated under the Application and invoice will be issued for the selected options. Invoice shall be raised for the number of years selected by the Customer; minimum being one year and the maximum being 10 years.
- (i) Pay the subscription fee for a period of 10 years in advance
  - (ii) Pay the subscription fee on yearly basis in advance
- 2.2 Customer shall settle the Fees prevailing at the time of the Agreement or the renewal as the case may be, in advance, within 30 days from the auto generated renewal notice sent to the Customer's email address by SLT together with all applicable taxes and levies.
- 2.3 In the event the Customer selects option 2.1 (ii) above but does not settle the renewal Fees during the time specified in the renewal notice, the registered Domain Name will be cancelled.
- 2.4 The value shall be the United States Dollar value stated on the renewal notice sent by SLT to the Customer's email which shall be sent 02 months prior to the due date of renewal.
- 2.5 Cost shall be quoted by SLT in United States Dollars and the same shall be settled by the Customer in Sri Lankan Rupees. The parity rate shall be fixed by SLT at the beginning of each month irrespective of the date Service is provided to the Customer.
- 2.6 The Fees paid in advance hereunder shall not be refunded for any reason whatsoever including termination under Clause 14. Even if the Customer makes advance payments for future periods for which the Customer does not obtain the Service due to subsequent matters, SLT shall not refund the payments for the unutilized period.
- 2.7 Taxes  
Customer shall pay or reimburse SLT of all sales, use, transfer, privilege, excise, levies and all other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the performance by SLT under this Agreement; excluding, however, income taxes on profits which may be levied against SLT.

### **3. Term**

- 3.1 This Agreement shall come into force on the date the Domain Name is registered and be in force till the Customer continues to use the Domain Name registered in terms of this Agreement.

### **4. Reconnection**

- 4.1 In the event this Agreement expire due to non-renewal by the Customer, Customer shall absolve SLT of any loss or damage suffered by the Customer by loss of data, opportunity and business.

- 4.2 SLT has no responsibility to provide reconnection services for the same domain name after the expiration of registration of the existing domain name.

- 4.3 In the event of SLT providing renewed Domain Name Registration Services after the expiration of a registered domain name, the new service shall be provided at the Fee prevailing at the time of the new service provision.

- 4.4 SLT shall not be responsible for any delay or failure in the receipt of the renewal notice by the Customer due to any fault on the part of the Customer including but not limited to failure of Customer to inform any changes in the email address stated under the Application Form, failure to keep the e-mail box in active status, the mail box being full or any such failure amounting to delay or failure in receipt of the renewal notice.

### **05. Indemnity**

The Customer shall indemnify and hold harmless SLT against any claim, action, demand, expense, loss or other liabilities whatsoever which may arise as a result of inter alia the Customer's negligence and/or omission and/or failure to abide by the terms and conditions under this Agreement, including but not limited to the infringement or alleged infringement by the Customer of any intellectual property rights arising out of the use of the Service, the use of the Service by the Customer for illegal or immoral purposes or for the transmission and/or introduction of harmful computer viruses or programmes into inter alia telecommunication networks, computer systems, computers and computer apparatus, any unauthorized use of the Service and the violation of any applicable laws and regulations by the Customer.

### **06. Exclusion of Liability**

The Customer shall have no claim for damages consequential or otherwise or any other claim whatsoever against SLT on account of loss of revenue, loss of data business or any other basis, either for itself or for any third party, consequent to the suspension, removal, disconnection or termination of the Service provided by SLT.

### **07. Disclaimer**

SLT shall not, under any circumstance whatsoever, be liable to the Customer for any loss or damage sustained directly or indirectly by the Customer or its customer(s), licensees or agents and others holding under the Customer, due to the reason of the failure of the Customer to maintain its network in proper order, free from computer viruses or harmful programmes being introduced or been let into/or transmitted either through the use of an apparatus or otherwise into a telecommunication network while the use of SLT service. SLT shall also not be liable for any loss or damage sustained by the Customer due to reason of failure, breakdown or interruption of the Service whatsoever, notwithstanding the cause of such failure, breakdown or interruption of the Service and however long it shall last. Furthermore, no reduction in rates or outage credit shall be due to the Customer in the event of such occurrences. Further, in no event shall SLT be liable to the Customer or any third party for lost profits, lost data, consequential, special, incidental, or punitive damages, howsoever arising out of or related to this Agreement regardless of the basis of the claim.

### **08. Intellectual Property Rights (IPR)**

- 8.1 Customer IPR.
- 8.1.1 Customer assumes sole responsibility for the accuracy of all Customer Content or other materials provided to SLT, and shall keep SLT indemnified against any infringement claim by a third party on the IPR of the Customer.
- 8.2 IPR of SLT and InterNIC

8.2.1 The Customer acknowledges that all the intellectual property in relation to this Service including but not limited to trade names, logo belongs to SLT and InterNIC as appropriate and the Customer shall not misuse, modify, reverse engineer, decompile or disassemble any software used by SLT or InterNIC in provisioning the Service.

#### **09. Notice.**

9.1 Any notice required to be given to SLT with regard to Domain Name Registration Service shall be given in writing to the Deputy General Manager – ISP Operations, Sri Lanka Telecom PLC, Lotus Road, Colombo 1 or on Facsimile No: +94 11 2322 622 or to the e-mail address nwadmin@slt.lk.

9.2 Any notice required to be given to the Customer shall be given to the person named under item 2.0 – Contact Information in the Domain Name Registration Services application form.

9.3 Any notice so given shall be deemed to have been duly given if sent as stated above (i) if delivered by hand, upon receipt thereof, (ii) if sent by Registered Post, Three (03) working days after posting (iii) if sent by facsimile transmission, upon electronic confirmation thereof.

#### **10. Confidentiality**

The Customer hereby undertakes to SLT, that the Customer will keep in the strictest confidence, except where disclosure is required by law, any confidential or proprietary information or intellectual property of any nature belonging to SLT which may come into the Customer's possession or to the Customer's knowledge during the Customer's association with SLT, except where the prior written consent of SLT is obtained.

#### **11. Injunctive Relieves**

11.1 The Customer acknowledges that in the event of breach or alleged breach or an imminent threat of a breach of this Agreement or conditions under Confidentiality Clause, SLT shall be entitled to seek injunctive relieves and other relieves ordering the Customer of specific performance of such terms.

11.2 The Customer hereby consents to the entry of such order and such injunctive relief and waives off any requirement of making a bond as a condition of obtaining such relief.

11.3 The right to injunction and specific performance is cumulative and in addition to all other legal and equitable rights and remedies SLT may have under this Agreement.

#### **12. NO OTHER WARRANTY.**

Other than the express warranties contained in this Agreement any equipment provided (including, without limitation, the SLT equipment) and all Services performed pursuant to this Agreement are provided and performed on an "as is" basis, and Customer's use of the Services is at its own risk. SLT does not make, and hereby disclaims, all other warranties, merchantability and fitness for a particular purpose. SLT does not warrant that the Services provided hereunder will be uninterrupted, error-free, or completely secure.

#### **13. Force Majeure**

SLT shall not have any liability whatsoever or be deemed to be in default for any delay or failure in performance of SLT's obligations resulting from acts beyond the control of SLT, including without limitation, acts of God, acts or regulations of any governmental or supra-national authority, war, terrorist activities or national emergency, accident, fire, lightning, riot, civil commotion, explosions, strikes, Lockouts, industrial disputes (whether or not involving SLT's employees) or epidemics. However, force majeure shall not include insufficiency of funds or failure to make any payment required under this agreement.

#### **14. Termination**

SLT shall be entitled to terminate these presence if;

(i) The Customer fails to perform or commits a breach of the term herein or is found to be in breach of his warranties and/or representations.

(ii) The Customer enters into liquidation or compounds with the Customer's creditors or suffers any similar action in consequence of debt.

(iii) The Customer is ordered or directed to cease or suspend its operations or activities under these presence or within the context of these presence.

(iv) Upon receipt of regulatory orders or instructions from a state body to that effect

(v) The Customer uses the Services for illegal or immoral activities or criminal action has been taken or is in the process of being taken against the Customer against the manner of using any part of the Services

(vi) The Customer's agreement with any other person or body of persons, either regulatory or otherwise, either in this country or abroad, is determined or any person whose consent is required for the effective operation of the Service withdraws such consent

#### **15. Miscellaneous**

##### **15.1 Publicity**

SLT may use the name and identity of the Customer as a SLT Customer, in advertising, publicity, or similar materials distributed or displayed to prospective Customers without further notification to the Customer.

##### **15.2 Relationship**

SLT and its personnel, in the performance of this Agreement, are acting as independent contractors and not employees or agents of Customer. The provisions hereof shall not be construed to interpret the Customer as the agent or employee of SLT.

##### **15.3 Amendments/Addendum**

No amendment/ addendum, change, waiver, or discharge hereof shall be valid unless it is in writing and signed by the authorized signatories of both parties.

##### **15.4 Governing Law & Dispute Resolution**

This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka and any dispute be settled by Courts of Sri Lanka.

##### **15.5 Assignment**

Customer shall not assign, without the prior written consent of SLT, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

##### **15.6 Waiver**

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder