Kred DNS ENS Domains

Reseller Agreement

March 2020 v2

March 19, 2020

This .Kred DNS ENS Domain Reseller Agreement (hereinafter referred to as the "Agreement") is made, entered into and executed on the date on which you electronically consent to the Agreement (hereinafter referred to as the "Effective Date"),

BETWEEN:

.KredTLD Pty Ltd., L6 1 Chifley Square Sydney 2000 Australia (hereinafter referred to as ".Kred")

and

Reseller, as identified in the reseller contact details below (hereinafter referred to as the "Reseller"). In case you are entering into this agreement on behalf of a legal entity, you represent that you are duly authorized to represent that legal entity. The term "Reseller" refers to the legal entity in this case.

.Kred and the Reseller are individually referred to as "Party" and jointly referred to as the "Parties".

WHEREAS .Kred holds an ICANN license for .Kred Top Level Domain as the registry operator offering services to its community members including the use of .Kred domain names (hereinafter referred to as "Kred DNS ENS Domains") and has integrated the .Kred TLD with the Ethereum Name Service (ENS).

WHEREAS .Kred will be the registered name holder for all .Kred DNS ENS Domains and also act as the registrar for all domain registrations with IANA-ID 9998.

WHEREAS each Kred domain can address a web (DNS) and wallet address (ENS) and each Kred DNS ENS Domain is managed by an Ethereum Non-fungible Token (hereinafter referred to as the "Kred DNS ENS Domain Token").

WHEREAS the Reseller wishes to license the right to use Kred DNS ENS Domains and resell Kred DNS ENS Domain Tokens that control the Kred DNS ENS Domains to end customers.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, .Kred and Reseller, intending to be legally bound, hereby agree as follows:

1. **Rights and obligations of the Reseller**
   1. Subject to the terms of this Agreement, .Kred grants the Reseller a non-exclusive, non-transferable license to use Kred DNS ENS Domains, and resell the Kred DNS ENS Domain Token that controls Kred DNS ENS Domains worldwide subject to the Master Terms of Service (hereinafter referred to as "ToS"), which are available at www.PeopleBrowsr.com/ToS.
   2. The Reseller must ensure that end customers are informed in a transparent manner that
      a. They need to have a digital wallet to buy a Kred DNS ENS Domain Token or the reseller will hold the Kred DNS ENS Domain Token in a digital wallet on their behalf,
      b. They obtain the right to use and manage a .Kred DNS ENS Domain via the Kred DNS ENS Domain Token,

c. In order to ensure that Kred DNS ENS Domain Tokens can be freely transferred and traded, the registration data of .Kred DNS ENS Domain will be maintained by .Kred. The .Kred DNS records will show .Kred as the registered owner, and

d. Kred DNS ENS Domain Tokens can be renewed during the registration period (hereinafter referred to as "Active Period") as well as during a subsequent 60 day period during which the respective .Kred DNS ENS Domain is linked to a renewal page (DNS), the wallet link is disabled (ENS) and the Kred DNS ENS Domain Token displays "expired" (hereinafter referred to as the "Expired Period"). Should the end customer fail to pay the fees by the end of the Expired Period, the Kred DNS ENS Token is returned to .Kred and the associated Kred Domain may be deleted.

3. The Reseller may sub-license the right to sell Kred DNS ENS Domain Tokens to sub-resellers subject to the terms of this Agreement.

4. The Reseller is obliged to collect and transfer to .Kred the name and phone number of end customers that purchased a Kred DNS ENS Domain Token as well as updates thereto upon the creation of the Kred DNS ENS Domain Token. The provision of inaccurate and unreliable information constitutes a breach of the ToS.

2. ToS

1. To resell Kred DNS ENS Domain Tokens, the Reseller and each of the Reseller's end customers purchasing Kred DNS ENS Domain Tokens must agree to the ToS as updated from time to time.

2. The Reseller agrees to indemnify and hold harmless .Kred for any failure by the Reseller to obtain the consent of any customer to these ToS.

3. For Resellers, the ToS apply, the clauses of this Agreement prevail. For the avoidance of doubt, section 5 of the ToS are not applicable for this Agreement.

4. For end customers, the ToS establish a direct contractual relationship between .Kred and the end customer. The payment obligation to .Kred is suspended when the Reseller pays .Kred.

3. Support

It is the Reseller's responsibility to provide customer service, billing, and technical support to its end customers. .Kred will provide email support to the Reseller. Where .Kred receives customer support requests, .Kred will – at its sole discretion – either respond to the requests or forward the requests to the Reseller. If .Kred determines that the Reseller is providing inadequate support to its end customers (resulting in, for example, an excessive number of support calls directly from the Reseller´s end customers), the Reseller will be in breach of this Agreement and .Kred may terminate this Agreement.

4. ICANN Obligations

1. .Kred is subject to ICANN's contractual requirements, consensus policies and other binding requirements or decisions issued by ICANN or competent dispute resolution providers (hereinafter referred to as "ICANN Obligations").

2. .Kred has the right to comply with ICANN Obligations and measures taken to comply with ICANN Obligations can never constitute a breach of this Agreement.

3. Where necessary, the Reseller will support .Kred in implementing ICANN Obligations.

5. Fees / Payment

1. The annual fees for using Kred DNS ENS Domains and the associated Kred DNS ENS Domain Tokens are USD 20 for standard names, 120 USD for premium tier 1 names and 480 USD for premium tier 2 names.

2. .Kred will send information about expiring and expired .Kred DNS ENS Domains as well as invoices to the Reseller via email or the Reseller portal. Renewals are possible during the registration period as well as during a subsequent 60 day Expired Period at no additional cost.

3. Fees are charged by .Kred using a payment processor of .Kred's choice. Section 4.7 of the ToS applies.

4. The "Original Reseller" is the Reseller who initially sells the right to use a Kred DNS ENS Domain to an end customer. The Original Reseller is entitled to charge the end customer for the lifetime of the Kred DNS ENS Domain Token (hereinafter referred to as "Evergreen Billing Right"). The Evergreen Billing Right is implemented via a persistent renewal link on the Kred DNS ENS Domain Token that sends the end user back to the Original Reseller for renewals.

5. The Original Reseller is entitled to sell the lifetime billing right to another reseller and have the aforementioned persistent link modified to point to that reseller.

6. The Evergreen Billing Right automatically ceases in case the Reseller does not pay its fees for the associated Kred DNS ENS Domain Token to .Kred despite a payment reminder or if the Reseller fails to pay .Kred within the 60 day Expired Period after the Active Period ends, if the .Kred DNS ENS Domain is deleted / closed or if the service is terminated for a breach of the ToS. The Reseller is not entitled to send invoices to end customers after having been notified by .Kred about the termination of the Evergreen Billing Right.

7. Kred DNS ENS Domain Tokens may be transferred or services might be cancelled by end customers at any time, but .Kred does not offer any refunds.

8. Refunds may be granted where a fee is paid for a Kred DNS ENS Domain Token that cannot be generated due to a lack of availability of the corresponding domain name.

9. The Reseller shall be responsible for any and all applicable taxes in connection with this Agreement and the sale of Kred DNS ENS Domain Tokens.

6. Licensed Technology

1. The licensing of the right to use Kred DNS ENS Domains and the sale of Kred DNS ENS Domain Tokens takes place through a Reseller portal, or the application programming interface (hereinafter referred to as "API") as documented at https://docs.domains.Kred/docs/reseller-api, which may be updated from time to time.

2. .Kred grants the Reseller a non-exclusive, non-transferable, royalty-free, terminable license to use the API and the Reseller portal , exercisable solely during the term of this Agreement. This license may be sub-licensed to Sub-Resellers.

3. The Reseller shall not abuse .Kred's infrastructure. "Abuse" in the foregoing sentence means, by way of example and without limitation, any action or conduct which degrades service to other users of shared services and technology.

7. Term; Termination; Suspension of the Services

1. The Term of this Agreement commences on the Effective Date of this Agreement and continues until terminated by either Party with at least 90 days written notice before the anniversary of the Effective Date via email. In case there are lifetime billing rights, these will not be affected by a termination, but might be terminated for an important reason, such as non-payment of fees to .Kred. .Kred may, at its sole discretion, either terminate the Evergreen Billing Right for individual Kred DNS ENS Domains / Kred DNS ENS Tokens or for the entire portfolio managed by the Reseller.

2. Notwithstanding any other rights and remedies .Kred might have, .Kred reserves the right to suspend performance of its contractual obligations in this Agreement in the event of an unresolved breach of this Agreement.

3. The Reseller agrees that any failure to comply completely with the terms and conditions of this Agreement may be considered to be a material breach of this Agreement and .Kred may provide the Reseller with notice of such breach either in writing or electronically (i.e. email). In the event the Reseller does not provide

.Kred with evidence that there was no breach or with evidence that action was taken to cure the breach within 10 days, .Kred is entitled to terminate this Agreement and exercise other rights under applicable laws.

8. Warranty Disclaimer; Limitation of Liability

1. *Disclaimer of warranty.* .Kred makes no representations or warranties of any kind whatsoever, express or implied, in connection with this Agreement or any of its services, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, or non-infringement. Further, without any limitation to the foregoing, .Kred makes no representations or warranties of any kind whatsoever that creation or use of a Kred DNS ENS Domain Token under this Agreement will prevent challenges to the Kred DNS ENS Domain managed with the Kred DNS ENS Domain Token, or from suspension, cancellation or transfer of any registered name registered by .Kred.

2. *Limitation of liability.* You agree that .Kred and the indemnified parties, as defined in the section "Indemnification" of this agreement, will not be liable for any of the following: (i) suspension or loss of the Kred DNS ENS Domain Token and the mananged domain name acquired pursuant to this agreement for any reason; (ii) use of the registered name via the Kred DNS ENS Domain Token by you or others, whether or not authorized by you to have such use; (iii) interruption of business; (iv) access delays, denial of service (dos) attacks or access interruptions to this site or the website(s) you access to obtain the .Kred services; (v) data non-delivery, mis-delivery, corruption, destruction or other modification; (vi) events beyond .Kred's or any of such indemnified parties' reasonable control; (vii) the processing of any Kred DNS ENS Domain Token; (viii) any failures of encryption or other services provided; (ix) application of ICANN's dispute resolution policy or (x) any loss or damages that may result from termination of this agreement. .Kred and the indemnified parties also 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 .Kred or any of such indemnified parties has been advised of the possibility of such damages. in no event shall .Kred's or any of such indemnified parties' maximum aggregate liability exceed the total amount paid for the Kred DNS ENS Domain Token that is at issue for the then-current period of registration.

9. Indemnification

Indemnification of .Kred. Reseller shall indemnify, hold harmless, and defend .Kred and its subsidiary and parent entities, predecessors, successors, affiliates, and assigns, and all of their respective current and former officers, directors, members, shareholders, agents, and employees (the "Indemnified Parties") from any and all Claims. A "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs)), which arise out of: (i) your breach of this Agreement or any of .Kred's policies applicable to the Kred DNS ENS Domain Token and associated services, (ii) the operation of the Kred DNS ENS Domain managed with the Kred DNS ENS Domain Token, (iii) any negligent act or omission by you, or (iv) any third party claim, action, or demand related to the registration or use of the Kred DNS ENS Domain managed via the Kred DNS ENS Domain Token (and this indemnification is in addition to any indemnification required under ICANN's Dispute Resolution Policy). "Reasonable attorneys' fees and costs" as used in this section, includes without limitation, fees and costs incurred to interpret or enforce this section. .Kred may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

10. Modifications to .Kred services and the Agreement

1. .Kred reserves the right to modify or discontinue, temporarily or permanently, its services with or without notice at any time.

2. Except as otherwise provided in this Agreement, Reseller agrees that, during the Term of this Agreement, .Kred may revise the terms and conditions of this Agreement. .Kred will notify Reseller of any material changes to the Agreement by email, and, if Reseller objects, Reseller agrees that its only recourse is termination of this Agreement with ten (10) days' prior written notice to .Kred. .Kred is not bound by nor should Reseller rely on any representation by (i) any agent, representative or employee of any third party that Reseller may use to apply for the .Kred services; or (ii) on information posted on the .Kred website of a general informational nature. Moreover, no employee, contractor, agent or representative of .Kred is authorized to alter or amend the terms and conditions of this Agreement. Only .Kred may amend this Agreement through its authorized amendment procedures.

11. Miscellaneous

1. *Force Majeure.* Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, or any other cause beyond the reasonable control of such Party; provided, that the Party whose performance is affected by any such event gives the other Party written notice thereof within ten (10) Business Days of such event or occurrence.
2. *Assignment*. Reseller may not assign or transfer this Agreement or any of Reseller's rights or obligations hereunder, without the prior written consent of .Kred. .Kred may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
3. *Publicity.* Reseller shall not create, publish, distribute, or permit any written, oral, or electronic material that makes reference to .Kred or its Service Providers or uses any trademarks or service marks of .Kred or its Service Providers without prior written consent. Reseller gives .Kred the right to recommend and/or refer Reseller's name and details to end customers, and use Reseller's name in marketing and promotional material with regard to its use of the .Kred services.
4. *Notice*. Notice to Reseller shall be sufficiently given if provided in writing and transmitted by email to the current email address included in the reseller's contact details. Notice to .Kred shall be sufficiently given only if in writing and transmitted by facsimile to .Kred's facsimile number, delivered personally or by a nationally recognized courier service, or mailed by prepaid registered mail addressed to .Kred at:
Attn: .KredTLD Pty Ltd
Level 6, 1 Chifley Square
Sydney, NSW 2000
Australia
5. *Survival.* In the event of termination of this Agreement for any reason, Warranty Disclaimer; Limitation of Liability, Indemnification, Fees in addition to any section that by its nature should survive termination, shall survive.
6. *Language.* All notices, designations, and specifications made under this Agreement shall be made in the English language only.
7. *Dates and Times*. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in the city of the registered office of .Kred.
8. *Construction*. Any reference in this Agreement to gender shall include all genders, and words importing the singular number only shall include the plural and vice versa
9. *Disclaimer.* There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein.
10. *No Third-Party Beneficiaries.* This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Customer or a prospective customer of Reseller with any remedy, claim, and cause of action or privilege against .Kred or its Service Providers.

11. *Independent Contractors.* .Kred and Reseller are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, and sales representative or employment relationship between the Parties. Reseller will have no authority to make or accept any offers or representations on .Kred's behalf. Reseller will not make any statement, whether on its website or otherwise, that reasonably would contradict anything in this Agreement.

12. *Entire Agreement; Severance.* This Agreement, which includes the specific policies referenced herein and the ToS, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Reseller Contact Details:

Reseller Name
Address
Phone:
Fax:
Name of Representative:
Email:
Ethereum Wallet Address:
IANA ID (not required, but expedites approval of Reseller):

Place, date	Place, date
.Kred	Reseller