

Radix – Terms and Conditions

In addition to your registration and/or reseller agreement, the Radix Registry-Registrar Agreement (“**RRA**”) terms and conditions set out here shall apply. In the event of any inconsistency between the terms of your registration and/or reseller agreement and the terms set out here, the RRA terms shall prevail.

1. Each reseller agrees to be bound by, and comply with all obligations applicable to the reseller in the RRA.
2. Each Reseller agrees to fully defend, indemnify and hold harmless RO and Registry Operator's members, officers, directors, agents, employees, service providers, and subcontractors for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out of any dispute in relation to any domain name registered by Registrar's resellers in the Registry, including but not limited to (a) any claim or alleged claim relating to any product or service of such Reseller; (b) any claim or alleged claim relating to any agreement with any Registrant that registers a Registered Name through Reseller; (c) any claim or alleged claim relating to Reseller's domain name registration business or other activities, including, but not limited to, Reseller's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; and/or (d) any breach by Reseller of any of the terms, conditions, covenants, obligations, agreements, representations or warranties set forth herein. This indemnification obligation must be in writing and be made to survive any termination or expiration of the Reseller Agreement and this Agreement. RO reserves the right upon written notice to require Registrar to terminate any Reseller's right to provide registrar services including but not limited to its Reseller Agreement with respect to any or all Included TLDs if such Reseller fails to comply with the terms of this Agreement and to take any measures RO deems necessary to prevent such Reseller from accessing the Registry System directly or indirectly. RO shall provide a ten (10) days period for Reseller to cure such breach, unless, in the sole and reasonable discretion of RO, the nature of the Reseller breach is such that it is incapable of being cured or the same Reseller has committed the same breach previously.