

IP2WHOIS Service Agreement

PLEASE READ THIS SERVICE AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING IP2WHOIS SERVICES. BY CHECKING THE "I HAVE READ, UNDERSTAND AND AGREE WITH THE SERVICE AGREEMENT" BUTTON, OR BY DOWNLOADING, INSTALLING OR USING THE WEB SERVICE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN DO NOT DOWNLOAD, INSTALL OR USE THE SERVICE.

This Web Service Agreement is entered into between IP2WHOIS.com (herein referred to as "IP2WHOIS") and you/your organization (herein referred to as "User"). The computer program(s), database(s) and related documentation and materials, (herein collectively referred to as "IP2WHOIS Softwares"), and the associated access to and use of any web service related to the computer program(s) ("IP2WHOIS Services") are licensed, not sold, to the User for use only upon the terms of this agreement, and IP2WHOIS reserves any rights not expressly granted to User. The following terms govern use of the IP2WHOIS Software and IP2WHOIS Services by the User.

BACKGROUND.

IP2WHOIS provides users with access to a number of online resources, including SaaS Web Services and other data such as IP geolocation, and so on. As used herein, "IP2WHOIS Products" refers to any of the products "IP2WHOIS Softwares" or "IP2WHOIS Services". For the purpose of this Agreement, the term "Documentation" shall mean the applicable guides, service descriptions, technical specifications, and user manuals made available by IP2WHOIS. "Web Services Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of User's web service is available for access by third parties.

GRANT OF RIGHTS.

IP2WHOIS grants a non-sublicensable, non-exclusive, non-transferable right to access and use the IP2WHOIS Products for internal business purposes. You agree to use the IP2WHOIS Products only in a manner that is consistent with applicable laws.

RESERVATION OF RIGHTS.

IP2WHOIS retains all right, title and interest (including, without limitation, copyright and database rights) in and to the IP2WHOIS Products and the Information, and to the form and content thereof. IP2WHOIS also reserves all rights not expressly granted to User by this Agreement. No portion of the IP2WHOIS Products may be copied, reproduced, modified, published, uploaded, posted, transmitted or distributed in any way without IP2WHOIS prior written permission. Neither the subscription granted to User by IP2WHOIS hereunder nor this Agreement or any of its provisions provide User with any title to or ownership rights or interest in the IP2WHOIS Products or Documentation (or any component of either), but only a right of limited access and use as expressly set forth herein.

RESTRICTIONS.

Except as expressly permitted in this Agreement, User may not, nor may User permit others to:

1. allow anyone other than User or User's employees to access the IP2WHOIS Products, or any portion thereof, without IP2WHOIS's express written permission,

2. use the IP2WHOIS Products to develop a database, web service, online or similar service, or other information resource in any media for sale to, distribute to, display to or use by others,
3. create compilations or derivative works of the IP2WHOIS Products,
4. use the IP2WHOIS Products in any fashion that may infringe any copyright, intellectual property right, contractual right, or proprietary or property right or interest held by IP2WHOIS,
5. store in retrieval system accessible to the public, transfer, publish, distribute, display to others, broadcast, rent, lease, assign, sell, or sub-license the IP2WHOIS Products, or any portion thereof unless expressly permitted under this Agreement,
6. remove or obscure any copyright notice or proprietary notice or terms of use contained in the IP2WHOIS Products,
7. copy, translate, reverse engineer, decompile, decrypt, disassemble, derive source code, modify or prepare derivative works based on IP2WHOIS Products,
8. use IP2WHOIS Products for any unlawful purpose including but not limited to transmitting or communicating data that is harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

OWNERSHIP AND INTELLECTUAL PROPERTIES RIGHTS.

The User acknowledges that it has no rights to the IP2WHOIS Intellectual Properties and all such titles, ownership rights, and intellectual property rights in and to the IP2WHOIS Products and any derived works shall remain solely with IP2WHOIS.

MEMBERSHIP ACCOUNTS AND FEES.

User agrees for maintaining the confidentiality of the membership account and password, and agrees to accept responsibility for all activities that occur under the account or password. IP2WHOIS Products does not require payment of any license fee. IP2WHOIS reserves the right to cease providing or to change the service, accounts, site, content, pricing at any time without notice and warning.

CONFIDENTIALITY.

The User may have access to confidential, proprietary or trade secret information of IP2WHOIS, including, without limitation, the IP2WHOIS Products and other services. The User will use the Confidential Information for the purpose(s) for which it is provided. The User agrees not to intentionally disclose or intentionally make available to any third party information received from IP2WHOIS in any form without the express written approval of IP2WHOIS. In particular, the User agrees that it will not publish to any third party findings of any evaluation of the IP2WHOIS Products against competitive products without the express written approval of IP2WHOIS. Neither party will make any public announcements concerning the other party or this Agreement. Neither party will discuss the other party or this Agreement with any third parties or representatives of the press without the other party's written approval.

LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES WILL IP2WHOIS BE LIABLE TO THE USER OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, DIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR SERVICES PROVIDED UNDER THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT OR RELATING TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IP2WHOIS LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY RECEIVED BY IP2WHOIS IN CONNECTION WITH THE PROVISION OF IP2WHOIS

PRODUCTS UNDER THIS AGREEMENT AND USER AGREE THAT THE FOREGOING SHALL CONSTITUTE USER'S EXCLUSIVE REMEDY. THE USER HEREBY RELEASES IP2WHOIS, ITS OFFICERS, EMPLOYEES AND AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

NO WARRANTIES.

THE IP2WHOIS PRODUCTS ARE FURNISHED ON AN "AS IS" AND "AS-AVAILABLE" BASIS. IPWHOIS MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CAPABILITY OF THE IP2WHOIS PRODUCTS OR THE ACCURACY OR THE COMPLETENESS OF THE IP2WHOIS PRODUCTS. ALL WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS ARE EXPRESSLY DISCLAIMED. IP2WHOIS DOES NOT WARRANT THAT THE SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SITE IS FREE OF OTHER HARMFUL COMPONENTS. NEVERTHELESS, IP2WHOIS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN THE SITE FREE OF VIRUSES AND MALICIOUS CODE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE IP2WHOIS PRODUCTS IS BORNE BY USER. IP2WHOIS WILL HAVE NO RESPONSIBILITY FOR ANY HARM TO THE COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SITE, CONTENT, OR SERVICES.

TERMINATION.

1. IP2WHOIS may terminate this Agreement, without cause and for its convenience, upon seven (30) days' advance notice to the User.
2. The User may terminate this Agreement at any time by giving thirty (30) days advance notice to IP2WHOIS. On termination, User must destroy all copies of IP2WHOIS Products in electronic or other form, including any copies on backup tapes or other media, removing the IP2WHOIS Products from their system and destroying all copies of the IP2WHOIS Products and the accompanying documentation. At IP2WHOIS's request, the User, to the extent practicable, shall deliver to IP2WHOIS certification that all copies of the IP2WHOIS Products have been destroyed.
3. Notwithstanding anything stated herein, this Agreement will result in automatic termination upon the happening of any of the following events:-
 1. failure to renew the subscription attached to the provision of database, services and products under this Agreement; or
 2. any unauthorized copying of the software or the accompanying documentation; or
 3. failure to comply with the terms and conditions of this Agreement.

CONSEQUENCES OF TERMINATION.

1. Upon termination of this Agreement the license or usage shall immediately cease and the User shall:
 1. promptly cease provision of services based in whole or in part on the IP2WHOIS Products;
 2. promptly cease the distribution of and/or the provision of services based on the IP2WHOIS
2. Products to any end-users;
 1. remove any incidences of the IP2WHOIS Products.
3. Unless otherwise provided under this Agreement, in the event of any termination for whatever cause, no refund of monies or compensation will be paid by IP2WHOIS to the User.

4. Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of IP2WHOIS and User at the date of termination, unless waived in writing by mutual agreement of the parties.

MODIFICATION.

User hereby agrees and accepts that IP2WHOIS reserves the right to make changes, removals or improvements in product design, drawings, information or data format as the case may be without prior notification and any penalty, compensation or refund of monies to User.

COMPLIANCE WITH LAWS.

User agrees to fully comply with all applicable provisions of federal, state, and local laws, rules and regulations of the country where User resides and or where the product or services is used including the laws of Malaysia, relating to any subject matter in this Agreement, and User agrees to hold IP2WHOIS, its agents, officers and employees harmless from any and all liability, costs, including, but not limited to attorney's fees, and damages resulting from failure of compliance.

AUTHORITY.

The User acknowledges that it is required to complete a registration process. The User certifies, represents and warrants to IP2WHOIS that the information that is provided on behalf of the User in the registration process is true, accurate, complete, current, and that it belongs to the User or the party registering on the User's behalf. The User certifies to IP2WHOIS that the individual registering on its behalf is at least 18 years old and has the legal capacity to form a binding contract under the law of Malaysia. The parties each represent and warrant to each other that each has the full right and authority to enter into, deliver and perform its obligations under this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto. It is agreed and warranted by the parties that the individuals entering into this Agreement on behalf of the respective parties are authorized to bind to such an agreement the party on whose behalf such individual has acted. No further proof of such authorization is or shall be required.

ASSIGNMENT.

The User may not sub-license, assign or transfer directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of IP2WHOIS. Any such attempt to sub-license, assign or transfer any of the rights, duties or obligations hereunder without IP2WHOIS's prior written consent is void.

AGREEMENT.

This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

AMENDMENT.

IP2WHOIS may amend this Agreement at any time. Any such amendment(s) shall be binding and effective upon the earlier of (i) the date that is thirty (30) days after posting of the amended Agreement on IP2WHOIS's website, or (ii) the date that IP2WHOIS provides notice to the User of the amended Agreement pursuant to the notice provisions in this Agreement; except that changes to charges and payment terms may be made only upon thirty (30) days prior written notice to the User. The User may immediately terminate this Agreement upon notice to IP2WHOIS if a change is unacceptable to the User. The User's continued use of the IP2WHOIS Products following notice to the User of a change shall constitute the User's acceptance of the change.

BINDING EFFECT.

The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective permitted assigns, legal representatives and successors in interest.

COSTS.

Should either party institute or participate in a legal or equitable proceeding against the other party seeking to enforce or interpret this Agreement, then each party in the proceeding shall pay their own costs, expert and professional fees, and attorney fees, including costs and fees on appeal.

NO THIRD PARTY BENEFICIARIES.

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

FORCE MAJEURE.

Neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control, provided that the party experiencing such delay promptly notifies the other party of the delay.

GOVERNING LAW.

This Agreement shall be treated as though it were executed in the State of Penang, West Malaysia and shall be governed and construed in accordance with the laws of Malaysia (without regard to conflict of law principles) and the forum of settlement shall be in the state of Penang Malaysia.

SURVIVOR OF PROVISIONS.

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement

SEVERABILITY.

Should any provision of this Agreement be held void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein.

FAILURE TO ENFORCE.

The failure of IP2WHOIS to enforce any provision of these terms and conditions shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

ELECTRONIC SIGNATURES.

BY CLICKING THE "I AGREE" OR "ACCEPT" BUTTON DISPLAYED AS PART OF THE REGISTRATION PROCESS, YOU OR THE ENTITY ON WHOSE BEHALF YOU ARE SUBMITTING AN APPLICATION FOR CREDENTIALS TO ACCESS THE IP2WHOIS PRODUCTS HEREUNDER AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT IN AN ONLINE ELECTRONIC FORMAT, WHICH (UPON ACCEPTANCE BY IP2WHOIS INDICATED BY ISSUANCE OF CREDENTIALS TO ACCESS THE IP2WHOIS PRODUCTS) CONSTITUTE A LEGALLY BINDING AGREEMENT. IF YOU DO NOT WISH TO ACCEPT THESE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, PLEASE DO NOT CHECK "I HAVE

READ, UNDERSTAND AND AGREE WITH THE SERVICE AGREEMENT” BUTTON
DISPLAYED AS PART OF THE REGISTRATION PROCESS.

Effective date: 19th February 2021

VERSION 1.0