

Intrillion Pte Ltd Universal Terms of Service for Intrillion Pte Ltd Software and Services

This Agreement ("Agreement") is by and between Intrillion Pte Ltd ("Intrillion Pte Ltd") a/an AZ individual and you, your heirs, agents, successors and assigns ("You"), and is made effective as of the date of electronic/physical execution. This Agreement sets forth the terms and conditions of Your use of Intrillion Pte Ltd software ("Software") and services ("Services") and explains Intrillion Pte Ltd 's obligations to You and Your obligations to Intrillion Pte Ltd in relation to the Software and Services You purchase and/or enquired.

This Agreement as well as any additional Intrillion Pte Ltd policies, together with all modifications thereto, constitute the complete and exclusive agreement between You and Intrillion Pte Ltd concerning Your use of Intrillion Pte Ltd 's Software and Services, and supersede and govern all prior proposals, agreements, or other communications. By purchasing Intrillion Pte Ltd 's Software or Services, You acknowledge that You have read, understood, and agree to be bound by all terms and conditions of this Agreement and any other policies or agreements made part of this Agreement by reference, as well as any new, different or additional terms, conditions or policies which Intrillion Pte Ltd may establish from time to time, and any agreements that Intrillion Pte Ltd is currently bound by or will be bound by in the future.

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with Intrillion Pte Ltd, whether or not the transactions were in Your behalf. You acknowledge that Intrillion Pte Ltd's acceptance of any application made by You for Services provided by Intrillion Pte Ltd will take place at the Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar's offices located in Scottsdale, Arizona, USA. You also acknowledge that Intrillion Pte Ltd's acceptance of any application made by You for Services provided by Intrillion Pte Ltd will take place in Singapore.

The General Terms in Section A apply to all customers of Intrillion Pte Ltd. The Software and Services Specific Agreements incorporated in Section B apply only to customers who have purchased those referenced Services.

A. GENERAL TERMS APPLICABLE TO ALL SOFTWARE AND SERVICES

1. TERM OF AGREEMENT; MODIFICATIONS.

You agree that Intrillion Pte Ltd may modify this Agreement and the Services from time to time. You agree to be bound by any changes Intrillion Pte Ltd may reasonably make to this Agreement when such changes are made. If You have purchased Services or Software from Intrillion Pte Ltd , the term of this Agreement shall continue in full force and effect as long as You take advantage of and use the Software or Services. In the event You terminate Your usage, Intrillion Pte Ltd will not refund any amounts You have paid. You agree that Intrillion Pte Ltd shall not be bound by any representations made by third parties who You may use to

purchase Services from Intrillion Pte Ltd, and that any statement of a general nature, which may be posted on Intrillion Pte Ltd's Web site or contained in Intrillion Pte Ltd's promotional materials, will not bind Intrillion Pte Ltd. Intrillion Pte Ltd may, at times, offer certain promotions with different charges and features.

You agree that You will be responsible for notifying Intrillion Pte Ltd should You desire to terminate Your use of Intrillion Pte Ltd's Services. Notification of Your intent to terminate must be provided to Intrillion Pte Ltd no earlier than 10 days prior to Your billing date but no later than three days prior to Your billing date.

2. ACCURATE INFORMATION.

You agree to maintain accurate information by providing updates to Intrillion Pte Ltd, as needed, while You are using Intrillion Pte Ltd's Services. You agree You will notify Intrillion Pte Ltd within five (5) business days when any change of the information You provided as part of the application and/or registration process changes. Failure by You, for whatever reason, to respond within five (5) business days to any inquiries made by Intrillion Pte Ltd to determine the validity of information provided by You will constitute a material breach of this Agreement.

You agree that Intrillion Pte Ltd may use and rely on any such information provided by You for all purposes in connection with Your Services, subject to Intrillion Pte Ltd's Privacy Policy. If You provide any information that is inaccurate, not current, false, misleading or incomplete, or if Intrillion Pte Ltd has reasonable grounds to suspect that Your information is inaccurate, not current, false, misleading or incomplete, Intrillion Pte Ltd has the absolute right, in its sole discretion, to terminate its Services and close Your account.

3. PRIVACY.

You can view Intrillion Pte Ltd's Privacy Policy, which is incorporated herein by reference, as it is applicable to all Company Software and Services. The Privacy Policy provides Your rights and Company's responsibilities with regard to Your personal information. Company will not use Your information in any way inconsistent with the purposes and limitations provided in the Privacy Policy.

4. ACCOUNT SECURITY.

You agree You are entirely responsible for maintaining the confidentiality of Your customer number/login, password, credit card number, and shopper PIN (collectively, the "Account Access Information"). You agree You are entirely responsible for any and all activities that occur under Your account. You agree to notify Intrillion Pte Ltd immediately of any unauthorized use of Your account or any other breach of security. You agree Intrillion Pte Ltd will not be liable for any loss that You may incur as a result of someone else using Your Account Access Information, either with or without Your knowledge. You further agree You could be held liable for losses incurred by Intrillion Pte Ltd or another party due to someone else using Your Account Access Information. For security purposes, You should keep Account Access Information in a secure location and take precautions to prevent others from

gaining access to Your Account Access Information. You agree that You will be responsible for all activity in Your account, whether initiated by You, or by others on Your behalf, or by any other means. Intrillion Pte Ltd specifically disclaims liability for any activity in Your account, whether authorized by You or not.

5. NO UNLAWFUL CONDUCT OR IMPROPER USE.

As a condition of Your use of Intrillion Pte Ltd 's Software and Services, You agree not to use them for any purpose that is unlawful or prohibited by these terms and conditions, and You agree to comply with any applicable local, state, federal and international laws, government rules or requirements. You agree You will not be entitled to a refund of any fees paid to Intrillion Pte Ltd if, for any reason, Intrillion Pte Ltd takes corrective action with respect to Your improper or illegal use of its Services.

Intrillion Pte Ltd reserves the right at all times to disclose any information as Intrillion Pte Ltd deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Intrillion Pte Ltd's sole discretion.

If You have purchased Services, Intrillion Pte Ltd has no obligation to monitor Your use of the Services. Intrillion Pte Ltd reserves the right to review Your use of the Services and to cancel the Services in its sole discretion. Intrillion Pte Ltd reserves the right to terminate Your access to the Services at any time, without notice, for any reason whatsoever.

Intrillion Pte Ltd reserves the right to terminate Services if Your usage of the Services results in, or is the subject of, legal action or threatened legal action, against Intrillion Pte Ltd or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit. Intrillion Pte Ltd may review every account for excessive space and bandwidth utilization and to terminate or apply additional fees to those accounts that exceed allowed levels.

Except as set forth below, Intrillion Pte Ltd may also cancel Your use of the Services, after thirty (30) days, if You are using the Services, as determined by Intrillion Pte Ltd in its sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws in Singapore and/or foreign territories in which You conduct business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; illegal access to other computers or networks (i.e., hacking); distribution of Internet viruses or similar destructive activities; and activities designed to harm or use unethically minors in any way. Notwithstanding anything to the contrary herein, in the event Intrillion Pte Ltd cancels Your Services during the first thirty (30) days after You purchase the Services, You will receive a refund of any fees paid to Intrillion Pte Ltd in connection with the Services being cancelled. In the event Intrillion Pte Ltd deletes Your Services because they are being used in association with spam or morally objectionable activities, no refund will be issued. You agree You will not be entitled to a refund of any fees paid to Intrillion Pte Ltd if, for any reason,

Intrillion Pte Ltd takes corrective action with respect to Your improper or illegal use of its Services.

6. NO SPAM; LIQUIDATED DAMAGES.

You agree Intrillion Pte Ltd may immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then You agree to pay Intrillion Pte Ltd liquidated damages of \$1 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with Your account, otherwise You agree to pay Intrillion Pte Ltd's actual damages. You acknowledge You have read and understand and agree to be bound by the terms and conditions of Intrillion Pte Ltd's Anti-spam Policy, available [here](#). Such terms and conditions are applicable to the use of all Intrillion Pte Ltd Software and Services and are incorporated herein.

7. INTELLECTUAL PROPERTY.

You agree that Intrillion Pte Ltd or its licensor holds all rights, title and interest in all Software and Services and all intellectual property, including other rights related to intangible property, unless otherwise indicated. You acknowledge that no title or interest in such Intellectual Property Rights is being transferred to You and You agree to make no claim of interest in any such Services or Software.

You understand and agree that all content and materials contained in this Agreement, other policies, the Intrillion Pte Ltd web site, and any affiliated web sites, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that Intrillion Pte Ltd or its licensor expressly reserves its rights in and to all such content and materials. You further understand and agree that You are prohibited from using, in any manner whatsoever, any of the content or materials described above without the express written permission of Intrillion Pte Ltd or its licensor. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to You or conferred upon You by this Agreement or otherwise.

8. USE OF Intrillion Pte Ltd SOFTWARE.

If You have licensed software from Intrillion Pte Ltd, Intrillion Pte Ltd grants You a limited, non-exclusive, nontransferable and non-assignable license to use the software for such purposes as are ordinary and customary. You are free to use the software on any computer, but not on two or more computers at one time.

You agree to not alter or modify the Software. You agree You are not authorized to combine the Software with any other software program, create derivative works based upon the Software, nor are You authorized to integrate any plug-in or enhancement which uses or relies upon the Software. You further agree not to reverse engineer, decompile or otherwise attempt to uncover the source code.

Intrillion Pte Ltd reserves all rights to the Software. The Software and any copies You are authorized to make are the intellectual property of Intrillion Pte Ltd. The source code and its organization are the exclusive property of Intrillion Pte Ltd and the Software is protected by copyright, including United States Copyright Law. Except as expressly provided for in this section, this Agreement does not grant You any rights in the Software and all rights are reserved by Intrillion Pte Ltd.

INTRILLION PTE LTD PROVIDES THIS SOFTWARE "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. FEES AND PAYMENT.

As consideration for the Software or Services purchased by You and provided to You by Intrillion Pte Ltd, You agree to pay Intrillion Pte Ltd at the time You order. All fees are due immediately and are non-refundable unless otherwise expressly noted, even if Your Services are suspended, terminated, or transferred prior to the end of the Services term. Intrillion Pte Ltd expressly reserves the right to modify pricing through email notification and/or notice on its Web site. Payment may be made by You by providing either a valid credit card, an online check, a personal check, or using Intrillion Pte Ltd 's prepaid service Good as Gold, ("Prepaid Services") to establish a cash reserve for charge by Intrillion Pte Ltd (collectively, the "Payment Method"). Your Prepaid Services account may be funded by a money order or a personal check under as further described, below. Your Payment Method on file must be kept valid if You have any active products in Your account.

If You signed up for a monthly payment plan, Your monthly billing date will be determined based on the day of the month You purchase the Services unless that date falls after the 28th of the month in which case Your billing date will be the 28th of each month. If You signed up for an annual (or longer) payment plan, and You elected the automatic renewal option, Intrillion Pte Ltd will automatically renew Your Services when they come up for renewal and will take payment from the Payment Method You have on file with Intrillion Pte Ltd, at Intrillion Pte Ltd's then current rates.

If for any reason Intrillion Pte Ltd is unable to charge Your Payment Method for the full amount owed Intrillion Pte Ltd for the Services provided, or if Intrillion Pte Ltd is charged a penalty for any fee it previously charged to Your Payment Method, You agree that Intrillion Pte Ltd may pursue all available remedies in order to obtain payment. If You pay by credit card and if for any reason Intrillion Pte Ltd is unable to charge Your credit card with the full amount of the Services provided, or if Intrillion Pte Ltd is charged back for any fee it previously charged to the credit card You provided, You agree that Intrillion Pte Ltd may pursue all available remedies in order to obtain payment. You agree that among the remedies Intrillion Pte Ltd may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to You of any domain names or Services registered or renewed on Your behalf. Intrillion Pte Ltd reserves the right to charge a reasonable administrative fee for administrative tasks outside the scope of its regular Services, including additional costs that it may incur in providing the Services and pass along to You. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, fees incurred by third parties You have elected to use as payment

methods, including PayPal and Certegy, Inc., and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You. You agree that You are solely liable for arranging that Your Services are renewed, and that Intrillion Pte Ltd shall not be liable to You or any third party if it is unable to charge Your Payment Method in order to renew Your Services.

10. REPRESENTATIONS AND WARRANTIES.

You, or the individuals who electronically execute this Agreement on behalf of You hereby represent and warrant that they have the right, power, legal capacity and appropriate authority to enter into this Agreement, and that they own and have not transferred to any other person or entity any of the rights, claims or interests that are the subject of this Agreement. You represent and warrant that You are 18 years of age or older, or that You have an agent authorized by law to represent You who is 18 years of age or older who is entering into this Agreement on Your behalf. You warrant that each action You make is being done so in good faith and that You have no knowledge of it infringing upon or conflicting with the legal rights of a third party or a third party's trademark or trade name.

Intrillion Pte Ltd expressly reserves the right to deny, cancel or transfer any domain name registration, services and/or products that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Intrillion Pte Ltd, as well as its affiliates, subsidiaries, officers, directors and employees. Intrillion Pte Ltd also reserves the right to freeze a domain name, services and/or products during resolution of a dispute.

11. LIMITATION OF LIABILITY .

IN NO EVENT SHALL INTRILLION PTE LTD BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES YOUR INABILITY TO USE THE SOFTWARE OR SERVICES, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF INTRILLION PTE LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Singapore may not allow such a broad exclusion or limitation on liability for damages as contained herein. Thus in Singapore, Intrillion Pte Ltd's liability is limited to the full extent permitted by law. You agree that in no event shall Intrillion Pte Ltd's maximum aggregate liability exceed the total amount paid by You for the particular Software or Service in dispute purchased from Intrillion Pte Ltd.

12. DISCLAIMER OF WARRANTIES .

INTRILLION PTE LTD EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INTRILLION PTE LTD MAKES NOT WARRANTY THAT ITS SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. INTRILLION PTE LTD DOES NOT WARRANT, NOR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR RESULTS OF, ANY OF THE SERVICES IT PROVIDES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, IN WHICH EVENT THAT FOREGOING DISCLAIMER MAY NOT APPLY TO YOU.

13. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless Intrillion Pte Ltd and its contractors, agents, employees, officers, directors, shareholders, and affiliates from any loss, liability, damages or expense, including reasonable attorneys' fees, resulting from any third party claim, action, proceeding or demand related to Your (including Your agents affiliates, or anyone using Your account, software or services with Intrillion Pte Ltd whether or not on Your behalf, and whether or not with Your permission) use of the Software or Services You purchased from Intrillion Pte Ltd or Your breach of this Agreement or incorporated agreements and policies. In addition, You agree to indemnify and hold Intrillion Pte Ltd harmless from any loss, liability, damages or expense, including reasonable attorneys' fees, arising out of any breach of any representation or warranty provided herein, any negligence or wilful misconduct by You, or any allegation that Your account infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets. This indemnification is in addition to any indemnification required of You elsewhere. Should Intrillion Pte Ltd be notified of a pending law suit, or receive notice of the filing of a law suit, Intrillion Pte Ltd may seek a written confirmation from You concerning Your obligation to indemnify Intrillion Pte Ltd . Your failure to provide such a confirmation may be considered a breach of this agreement. You agree that Intrillion Pte Ltd shall have the right to participate in the defence of any such claim through counsel of its own choosing. You agree to notify Intrillion Pte Ltd of any such claim promptly in writing and to allow Intrillion Pte Ltd to control the proceedings. You agree to cooperate fully with Intrillion Pte Ltd during such proceedings.

You agree to cooperate fully with Intrillion Pte Ltd during such proceedings. You agree You will not be entitled to a refund of any fees paid to Intrillion Pte Ltd if, for any reason, Intrillion Pte Ltd takes corrective action with respect to Your improper or illegal use of its services. You also agree that if Intrillion Pte Ltd is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a Traffic Facts account of

Yours with Intrillion Pte Ltd , that Intrillion Pte Ltd , in its sole discretion, may take whatever action Intrillion Pte Ltd deems necessary regarding further modification, assignment of and/or control of your account to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled.

14. SEVERABILITY.

You agree that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the agreement will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties to the Agreement. The remaining terms and conditions of the Agreement will remain in full force and effect.

15. WAIVER.

The failure of Intrillion Pte Ltd to enforce any of the provisions within this Agreement or its incorporated agreements and policies against You or others shall not be construed to be a waiver of the right of Intrillion Pte Ltd thereafter to enforce such provisions.

16. FORCE MAJEURE.

Intrillion Pte Ltd will make every effort to keep its Web site and Services operational. However, certain technical difficulties and other factors outside of its control may, from time to time, result in temporary service and/or product interruptions. You agree not to hold Intrillion Pte Ltd liable for any of the consequences of such interruptions.

17. NO THIRD PARTY BENEFICIARIES.

Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

17. CONTACTING US.

If you have any questions about our terms and conditions with this site, please contact us at:

Intrillion Pte Ltd, Level 42 Suntec Tower 3, 8 Temasek Boulevard Singapore 038988

or

[“Contact Us”](#) Page