easyname GmbH

# General Terms and Conditions

Valid from the 1st of September, 2016

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# 1.    Scope and scope of applicability, definition of terms, communication

The General Terms and Conditions of Business of easyname GmbH (hereinafter referred to as easyname) shall apply for all services rendered and deliveries made to the Customer by easyname. They shall also apply for all future business transactions, even where no express reference is made to such. easyname shall conclude contracts or accept orders to this effect solely on the basis of these General Terms and Conditions of Business and Delivery.

## 1.1.    Definition of terms

| Customer | The natural or legal person who forwards orders and contracts to easyname, concludes said orders and contracts and in whose name the easyname account is registered. The account holder is also the invoice recipient. |
|---|---|
| Domain Holder | The natural or legal person who is registered as the holder of the Domain. The Domain Holder is the owner of the Domain. |
| User | The natural person who uses the services offered by easyname. A User can be a third party authorised by the Customer. |

## 1.2.    Communication

The communication between the Customer and easyname shall be solely by way of e-mail to the e-mail address provided (except for support requests). easyname shall inform the Customer of any alterations, improvements, maintenance work, contract renewals, expiration of contract, problems with automatic payments, security issues, [and] software updates, ... strictly by e-mail. The Customer shall ensure that a valid e-mail address, which is also checked on a regular basis, is provided at all times. Written information shall be deemed to have been duly delivered if it was sent to the e-mail address listed at that time, irrespective of whether the e-mail was duly received by the recipient.

# 2.    Statutory regulations and data protection

## 2.1.    Legal obligations of the Customer and the User

The Customer and the User shall be expressly obligated to observe the relevant statutory provisions, in particular those of the Telecommunications Act (TA). It shall, in particular, not be permissible to forward any messages that compromise public order and security or morals, breach laws, or grossly harass or frighten other Users. Any detected breaches of law are to be reported to easyname, where possible.

The Customer shall be obligated to comply with the Austrian and international statutory regulations when using the services offered by easyname, to also impose this obligation on its contract partners and authorised Users, and to take all technical and organisational measures possible to prohibit the illegal use of the services offered.

Express reference is made to the regulations of the Pornography Law, Prohibition Law and the relevant provisions of the Penal Code, according to which the transmission, dissemination and exhibition of certain content is subject to statutory restrictions. The Customer shall be obligated to observe these statutory regulations and to assume the sole responsibility for compliance with said regulations vis-à-vis any and all parties.

Services may only be purchased by persons of legal age.

## 2.2.    Legal obligations of easyname and its employees

On the basis of the TA, the employees of easyname shall be obligated to comply with the Data Protection Act and are bound to professional discretion under the terms of the TA.

## 2.3.    Data protection and the transmission of data to third parties

easyname shall take all measures that are in accordance with the latest technological standards, tried and tested, and customary in the market to protect the data stored with easyname; easyname shall, however, not be held responsible should someone manage to gain illegal access to said data and use it for other purposes.

### What data does easyname store?

easyname stores the title, first name, last name, company, address, town, e-mail address, telephone and fax numbers as the Customer's master data, and all other disclosed data that is necessary for use, as well as payment methods, and records all payments received as well as all amounts invoiced. Master

data processing is EDP-supported.

easyname shall be entitled to store and analyse any and all connection data, in particular source and destination IP, and all other logs for analysis for billing purposes as well as for the protection of its own computers and third-party computers. Furthermore, this data may be used to rectify technical defects.

In the event that payment is made by credit card, the Customer hereby consents to all billing data being forwarded to the respective payment service provider in the form required for billing purposes and to said data also being stored and used for the processing of future payments. The stored credit card details may be deleted at any time, whereby the right for easyname to use said data in the future shall also expire. Credit card details shall be stored solely with authorised billing partners.

Where payment is made using other methods that require (intermediate) storage of data, the Customer shall give its express permission for said data to be stored, automatically processed and forwarded to the extent necessary.

### What data does easyname forward to third parties?

For registration to succeed, the Domain Holder's details must be forwarded to the Registry of the respective top level Domain and to those partners authorised to register easyname Domains. This data shall be stored, either in whole or in part, in publicly accessible WHOIS databases. Registries shall be entitled to check this data for accuracy and, where necessary, to block Domains.

easyname shall not forward any Customer data to third parties for advertising purposes.

### Does easyname check data that has been uploaded onto the web servers?

Uploaded files on easyname servers are not automatically analysed in terms of content; where a limit is exceeded, easyname shall reserve the right to analyse file names and extensions.

## 3. Liability and warranty

### 3.1. Liability and disclaimer on the part of easyname

easyname shall only be liable for intent or the grossly negligent conduct of its employees towards Consumers. Liability for damages due to slight negligence only shall be excluded.

easyname offers its services with a view to providing the highest possible degree of diligence, reliability and availability. Above and beyond the obligation to exercise due care, easyname can, however, not provide any guarantee that the services will be accessible without interruption, that the required

connections can be established at all times, or that stored data will be retained under all circumstances (e.g. back-ups). The User is expressly advised that, even when the greatest possible care is taken, no data can be absolutely secure; in light of this, the Customer shall, in particular, ensure that its data has undergone a recent back-up.

easyname shall not be liable for the content, completeness, accuracy, etc. of transmitted or retrieved data, or for data that can be obtained through easyname.

In particular, easyname shall not be liable for damage and consequential damage to Customer data and software due to unauthorised access by third parties. The Customer shall be liable for damage suffered by the Customer, easyname or third parties which can be attributed to the inadequate protection or security of the password by the Customer.

easyname shall not be liable for damage where products that are advertised as "available" or "free" cannot be provided for whatever reason. This shall apply, in particular, for Domain names that are advertised as "free".

In the case of firewalls/VPN that are installed and/or checked by easyname, easyname shall, as a matter of principle, act with the utmost care, in line with the current state of technology. The Customer is, however, advised that it is impossible to guarantee the absolute safety of firewall systems.

easyname shall not be liable for any costs or loss of earnings on the part of the Customer in cases where it is necessary to suspend services. (See Section 5. Availability of services)

Certain services offered by easyname include an antivirus programme, which the Customer can deactivate in its e-mail account. easyname advises that no antivirus programme currently available on the market is able to offer absolute safety. This is due, among other things, to the multitude of viruses currently in circulation and the constant mutation of such. The User is therefore expressly advised that even verified e-mails may contain a virus. In light of this, the Customer shall, in particular, ensure that its data has undergone a recent back-up.

For all other services to supplied hardware and software, such as installation, functional upgrades, etc., easyname shall render the agreed services to the extent possible under the technical conditions provided by the Customer. easyname shall offer no guarantee that all of the Customer's functional requirements can be met with the provided components.

easyname shall not be liable to the Customer for the actions of other Customers or third parties within the network and shall assume no responsibility whatsoever for damage caused by other Customers or third parties to the Customer during network operations or due to network outages.

Liability for consequential damage and loss of profit shall be categorically excluded.

In case of liability, the Customer may only offset claims against counterclaims that are undisputed or

have been legally established. The Customer shall only be entitled to assert a right of retention on grounds of undisputed or legally established counterclaims stemming from this contract.

The amount of liquidated damages shall not exceed € 500. Alteration of the contract or a price reduction shall be mutually excluded.

### 3.2. Liability on the part of the Customer

The Customer and the User shall be obligated to indemnify easyname for any and all damage caused by messages and data put into circulation by them, in particular for private suits on grounds of libel (Section 111 Penal Code) or slander (Section 115 Penal Code), in proceedings in accordance with Media Law or Copyright Law.

The Customer shall be responsible for all activities, regardless of negligence or fault, and shall indemnify and hold easyname harmless from all damage incurred. In particular, easyname shall be entirely indemnified and held harmless from any and all due penalties, irrespective of type, and from the costs of adequate legal representation in this regard.

## 4. Software

When ordering software from third parties, the Customer confirms its acknowledgement of the specifications of this software. No liability in any form whatsoever shall be assumed for software that is classified as "public domain", "open source" or "shareware". The terms and conditions of use or any licencing arrangements specified by the author of this software must be observed.

easyname shall not provide any guarantee that the delivered software meets all of the Customer's requirements, unless such has been expressly stipulated in the contract, or that it works with other programmes and under all system configurations in the version selected by the Customer. Warranty shall be limited to reproducible defects in the programme function. The use of easyname services by third parties shall require the express written consent of easyname.

No guarantee, warranty or support shall be provided for "one-click applications" offered by third parties. When installing such software, the Customer shall be obligated to keep it up to date at all times. In case of breach, easyname shall be entitled to render those (parts of) websites that are affected inaccessible for safety reasons.

# 5.    Availability of services

## Maintenance works

In order to maintain and guarantee the safety and availability of services, easyname shall carry out maintenance work, modifications or upgrades to the infrastructure as necessary. easyname shall endeavour, where possible, to carry out said works outside normal business hours, to keep the interruptions to the service as a result of such as brief as possible and to inform Customers in advance of any outages. Should the urgency of the work not allow for this, easyname shall reserve the right to carry out works without notifying the Customer in advance.

The Customer shall be obligated to ensure that the services used by it are running smoothly and error-free, especially after essential web server updates, or to inform easyname in good time of any function that is not available.

## Force majeure

If, due to force majeure, deliveries or services can only be rendered in part or not at all, the duty to perform shall be suspended or postponed for the duration of the incident. In such cases, liability on the part of easyname shall be excluded, unless easyname is guilty of gross negligence.

Incidents of force majeure shall include, without limitation, incidents such as fire, flood, earthquake, storm, lightning strike, epidemics, war, strikes or any other form of unrest, sabotage, failure to obtain official or private approvals or authorisations, provided that this cannot be attributed to dereliction of duty or default on the part of the contract partner applying for said approval or authorisation, amendments to the legal framework or changes on a political level, damage caused by animals (rodents, etc.), and all incidents that are beyond the direct official control of the contract partner concerned.

easyname shall, where technically and economically feasible, endeavour to restrict the impact of such incidents to a minimum.

## Attacks by third parties on the network infrastructure, in particular DDOS attacks

easyname shall reserve the right to temporarily deactivate services to Customers who are victims of third-party attacks, where the services to other Customers are adversely affected by said attack. easyname shall inform the Customer appropriately of the temporary suspension of services. Any costs incurred by the attack, e.g. overtime worked by easyname employees or third-party expenses incurred solely as a result of this, may be passed on to the Customer at the current list price.

### Other reasons that could lead to a deactivation (blockage) of services

easyname shall be entitled to temporarily or permanently deactivate or cancel services and access to services:

- If such is necessary on grounds of a legally effective court or arbitration court decision that is enforceable in Austria, or on the order of a competent authority

- Where there is inadequate information about the Domain Holder or Customer data

- Upon failure to make due payments (see 'Payment of fees and terms of payment')

- Upon excessive and relatively inappropriate use of system resources, where other Customers or system components are adversely affected by such

- Upon non-compliance with product specifications

- Where there is a negative credit balance on the account (see 'Payment of fees and terms of payment')

- Where there are security lapses in the Customer software on the web server (e.g. out-of-date, unsafe Wordpress installation) (see 'Software' and 'Availability of services')

- Where there is reasonable doubt about the accuracy of the data provided by the Customer (fake data)

- Where payment for purchased products is retroactively cancelled

- Where it can be assumed that the purchased products are used for fraudulent activities (e.g. phishing sites)

easyname shall reserve the right to block individual, publicly accessible offers where statutory regulations, e.g. the Telecommunications Act, require such action.

### Miscellaneous

Due to the fact that it is not within its own scope of influence, easyname cannot guarantee, in the event that a Domain is cancelled, that the Domain will actually be technically available until the end of the period in which services have been paid for.

## 6.     Use of the services

The username agreed with the Customer, in combination with the password assigned either by easyname or by the Customer itself, shall enable access to the agreed range of services. The username and password are unique and clearly identify the Customer or User to easyname; both the Customer and the User shall, therefore, be obligated to keep the password secret.

When using easyname services, the Customer shall be obligated to observe netiquette and the fair-use principle, the standards of conduct to which Internet users worldwide voluntarily adhere (in particular, the prohibition of harassing or frightening other Users, the prohibition of mass e-mails, particularly with commercial or pornographic content – "spamming"). In the event of repeated breach, easyname shall be entitled to restrict the service concerned or to cancel the contract, whereby the Customer shall be charged for any and all expenses incurred for processing the complaints. For the protection of other Users, easyname shall reserve the right to equally distribute the available system resources.

Improper use of network services, irrespective of whether such consists in improper use of the system operated by easyname or of other Internet systems, shall entitle easyname to immediately withdraw access authorisation and to charge the Customer for the costs of localising, determining the scope of and rectifying the damage on the easyname system and on the other affected systems. easyname shall be further entitled to delete stored e-mails, news and other data belonging to the Customer.

easyname shall reserve the right to physically and/or logically disconnect Customers from the Internet, immediately and without warning, where there is a reasonable suspicion that the gateways of said Customers are being used for activities that endanger the safety or operation of either easyname or other computers. Costs incurred for the identification and tracking of the activities, the interruption of the connection and any repairs shall be charged to the Customer at the hourly rates normally charged by easyname at the time.

## 7.     Start of contract, term and termination of contract

A contractual relationship between easyname and the Customer shall come into effect where easyname issues a written confirmation after an order has been placed via the online shop or a contract has been concluded, or upon commencement of the actual performance of the service (e.g. notification of User login and password, or set-up of a web space, or placement of necessary orders with third parties, etc.).

The Customer assures that the details stated by it on its person within the context of the offer to enter into a contract or the conclusion of the contract, and other contractually relevant circumstances, are complete and accurate. Upon request by easyname, the Customer shall provide evidence of said details. In case of breach, easyname shall be entitled to immediately suspend the contractual services.

A separate contract shall be concluded for each product or service, meaning that, in the event of cancellation or revocation, each position must be separately cancelled or revoked.

## 7.1.    Term of contract for all products except Domain products

Unless otherwise agreed, the minimum term of contract for easyname products shall be 3 months, or align with the billing period stipulated in the online shop where such is longer than 3 months. The contract shall be automatically renewed by a further 3 months or by the original term of contract where such automatic renewal has not been deactivated in the control panel.

Where no payment method that allows for an automatic renewal of the product has been provided and where there is otherwise an insufficient credit level (see 'Payment of fees and terms of payment'), easyname shall be entitled to unilaterally terminate the contract at the end of the period for which services have been paid for.

## 7.2.    Term of contract for Domain products

The minimum term of contract according to the website, however no less than 12 months, shall apply for Domain products, unless a different term of contract has been agreed. The contract shall be automatically renewed by a further 12 months unless said contract is terminated in writing at least 42 days prior to expiration of the contract. Written notices of Domain cancellation shall require the signature of the Domain Holder at all times. Where the Customer is not identical to the Domain Holder, the former shall obtain the necessary signatures from the Domain Holder and forward these to easyname.

For the purpose of simplicity, easyname may offer other forms and periods of notice for the cancellation of Domains (e.g. cancellation in the account settings); such do not, however, form an integral part of the contract and can be retracted by easyname without notice at any time.

Where no payment method that allows for an automatic renewal of the Domain has been provided and where there is otherwise an insufficient credit level, the contract between the Customer and easyname shall expire at the end of the period for which services have been paid for. Express reference is made to the fact that a payment obligation may continue to exist between the Domain Holder and the Registry of the respective top level Domain.

# 8.  Right of withdrawal for Consumers

## 8.1.  General withdrawal information

### Withdrawal within the meaning of the Consumer Protection Act (CPA)

The CPA makes no provision for a right of withdrawal within the meaning of Section 3(3)4 CPA for contracts that are subject to the Distance Selling Regulations (DSR).

Contracts between easyname and Consumers are generally concluded via the easyname online shop or other distance selling media and are therefore subject to the DSR, provided such contracts are for an amount of at least € 50.

Further, the CPA makes no provision for a right of withdrawal if the Consumer has initiated the conclusion of the contract itself or in the physical absence of and under no pressure from the trader.

### Withdrawal within the meaning of the Distance Selling Regulations (DSR)

Consumers may withdraw from concluded contracts within 14 days without stating a reason in accordance with the DSR. The withdrawal period shall commence upon receipt of the order confirmation (invoice) and the terms and conditions of contract (GTC). Documents relevant to the contract shall be sent to the e-mail address provided by the Customer during the order process.

easyname expressly points out that the right of withdrawal shall no longer exist where the Customer wishes the contract to be performed immediately. This shall include, in particular:

- requested work (e.g. repairs to software and hardware) to be carried out on Customer devices or products

- requested changes to the specifications of Customer devices or products

- the transferring of Domains

Further, there shall be no right of withdrawal

- for goods that have been produced according to Customer specifications or that have been clearly tailored to personal requirements.

### Form of notice of withdrawal

The notice of withdrawal shall be sent to the address stated in the Legal Notice (e-mail or letter) and does not require any particular form; it shall be deemed to have been submitted in a timely manner if sent within the period of notice.

## 8.2. Particularities with regard to withdrawal from service contracts

If the Customer requires the contract for the service to commence during the withdrawal period (Section 10 DSR), it shall, in the event of a withdrawal, bear the *pro rata* costs and, in particular, the one-time set-up costs (Section 16 DSR). It shall be assumed that such an immediate commencement of the contract is required where payment is made immediately.

## 8.3. Particularities with regard to withdrawal from Domain registrations (except .at Domains)

Upon completing the order process and paying for the items in the shopping cart, the Customer hereby immediately authorises easyname to concurrently register the favoured personalised Domain names. It is only possible to withdraw from Domain registrations as long as the Domain has not yet been successfully registered with the Registry.

Upon successful registration it is hereby determined that, due to the inherent nature of Domains, no *pro rata* costs can be reimbursed in the event of a withdrawal pursuant to Section 16 DSR where the contract commences immediately as requested by the Consumer, as all significant costs are directly connected with the registration and/or transfer of the Domain.

easyname also expressly refers to the fact that, with regard to the right of withdrawal for Consumers, state law and/or the provisions and guidelines for registration of the countries of origin of the respective Domain extension must also be taken into consideration; this means that there may be no right of withdrawal if the country of origin providing the Domain does not allow for a right of withdrawal for Consumers. Even in the case of immediate withdrawal as expressly requested by the Customer and the deletion of the Domain associated with this, it is possible that this Domain cannot technically be deleted.

## 9.    Premature termination of contract on the part of easyname

easyname shall be entitled to withdraw from the contract if:

- the Customer is in default of due payments, either in whole or merely in part, despite receiving a qualified reminder and being granted a period of grace of 14 days.

- the Customer is repeatedly or intentionally in breach of fundamental provisions of the contract or these GTC.

- composition, insolvency or preliminary proceedings have been initiated over the assets of the Customer, or the initiation of such proceedings has been dismissed due to the lack of sufficient assets to cover costs.

- the Customer has, when concluding the contract, provided incorrect information or concealed circumstances, the knowledge of which would have prevented easyname from concluding the contract.

- performance of the delivery or the start or continuation of the service is rendered impossible or, despite a reasonable period of grace, is further delayed for reasons for which the Customer is responsible.

- the Customer repeatedly breaches the rules of "netiquette" and the generally accepted standards of network use, including unsolicited advertising and spamming (e.g. aggressive direct mailing), and the use of services to convey threats, obscenities, and harassment or to harm other participants.

- the Customer has a disproportionally high amount of data transfer in relation to the data volume agreed with it and/or the memory capacity actually used.

- web-hosting Customers repeatedly use a disproportionally high number of system resources, despite receiving a warning, thereby adversely affecting other Customers.

- there is reasonable doubt about the accuracy of the account details provided by the Customer (fake data).

- payment for purchased products is retroactively cancelled.

- it can be assumed that the purchased products are used for fraudulent activities (e.g. phishing sites).

In the event of premature termination of the contract, for any reason whatsoever, for which easyname is not responsible and which lies within the Customer's sphere of influence, easyname shall promptly be due a lump-sum compensation in the amount of the contractual remuneration to which it is entitled at the time of withdrawal from the contract until such time as the originally agreed term of contract expires, payable from the day on which the contract is terminated and irrespective of fault on the part of the Customer. Where payment is made in advance, easyname shall thus be entitled to retain any remuneration already received for services.

## 10. Payment of fees amd terms of payment

With easyname, all fees are to be paid in advance (prepayment) in the form of "credit"; services are purchased with this credit. If the credit balance has not been adequately replenished by the final day of the termination period, easyname shall reserve the right not to renew contracts for services and Domains and, where applicable, to authorise the deletion of such.

The credit balance must be adequately replenished in such good time as to ensure that the timely allocation of the amounts to the correct Customer account is in all events guaranteed – a lead time of up to 5 banking days must therefore be allowed for, particularly for bank transfers. Express reference is

also made to the fact that transfers with no reference or with an incorrect reference (transaction number) can occasionally lead to the delayed availability of credit or the general inability to allocate credit amounts to an account.

Invoices shall be sent solely in electronic form to the e-mail address specified for the Customer account. Invoices shall also be available for download in the Customer account. The Customer shall be solely responsible for ensuring that the Customer details (billing address, e-mail address, telephone number, etc...) are correct and shall carry out any non-standard maintenance itself.

In cases of payment default (payment reversal), easyname shall be entitled to additionally charge any and all costs and expenses ensuing from this, as well as the default interest customary in banking; easyname shall also be entitled to instruct a debt collection agency to collect the outstanding claims at the expense of the debtor.

Where there is a negative credit balance on the account, easyname shall be entitled to temporarily block access to the services.

easyname shall be entitled to increase the prices upon advance written notice at any time with a period of notice of 6 weeks. The new prices shall apply where the Customer does not object to such within six weeks. The contractual relationship shall then be continued subject to the new conditions/prices. If the Customer objects in a timely manner, both parties shall be entitled to duly terminate the contract with a period of notice of one month to the end of the month.

Unless agreed otherwise, easyname shall have the right to increase the monthly service fee, no earlier than twelve months after the date of entry into force, by the higher of the specified values:

- by 3 percent or

- by the percentage increase on the basis of the Austrian Consumer Price Index (CPI) or

- by the percentage increase of the collective wage agreement for employees in companies offering services in the automatic data processing and information technology sector.

The non-exercise of the right to adjust prices shall not constitute a waiver of future adjustments. Index adjustments to the fees shall not entitle the Customer to terminate the contract without due notice.


## 11.    Special provisions for Domain registrations

easyname shall charge fees for the registration of Domains according to the price list. easyname shall not be obligated to check the admissibility of the Domain, for example in terms of trademark or brand name. The Customer hereby declares that it shall observe the relevant statutory provisions and, in particular, that it shall not infringe the trademark rights of others and shall indemnify and hold easyname entirely harmless in this regard. The purpose of the agreement reached between easyname

and the Customer is to register a Domain for the Customer with the requested extension, i.e. under the requested top level Domain, where technically feasible and subject to availability. The Customer and the Domain Holder shall comply not only with these General Terms and Conditions of Business, but also with all the terms and conditions of the respective Registrar and the respective Registry. easyname shall, at its own discretion, specify the relevant Registration Partner (Registry, Registrar) and may also change this at any time, where possible, on behalf of the Customer.

The registered Domain Holder is the legal owner of a Domain. Any change of ownership or transfer on behalf of the owner may only be made with the owner's consent. easyname shall reserve the right to temporarily block Domains or to reverse any change of ownership where there is reasonable doubt whether such transactions were performed at the request of the Domain Holder.

easyname expressly points out at this stage that any breach of the terms and conditions of registration of the respective Registry may result in a deactivation or deletion of the Domain concerned, over which easyname has no control.

easyname shall reserve the right to delete Domains that have been registered using obviously fake data. In such cases, there shall be no entitlement to reimbursement of the registration fee.

## 11.1.    Special provisions for .at Domains

An .at Domain is a globally unique, distinct and, in due consideration of the registration guidelines, freely selectable name on the Internet under the top level Domain .at. A Domain can be used for web, e-mail or FTP services, for example. With the registration of an .at Domain, the Domain Holder concludes a contract with nic.at GmbH as the central Registry. This shall also apply if the Domain Holder has ordered its Domain from a Provider/Registrar and billing is performed by said Provider/Registrar.

easyname is a Registrar approved by nic.at Internet Verwaltungs- Betriebsgesellschaft m.b.H. (in short: nic.at), officially listed on the nic.at website. easyname shall act solely as an agent in this contractual relationship. In terms of the Domain, the general terms and conditions of business and registration guidelines of nic.at shall therefore apply:

- https://www.nic.at/en/service/legal-information/terms-conditions/

- https://www.nic.at/en/service/legal-information/registration-guidelines/

easyname shall act as account centre (unless otherwise agreed), in respect of the Domain managed by nic.at, for the term of this contract.

According to the nic.at Registrar Agreement, easyname shall reserve the right to withdraw its function as invoice recipient and Domain manager by means of the "billwithdraw" transaction, thereby releasing itself from the payment obligation with regard to future payments for the Domain. The Customer

acknowledges that the contract between the Customer and nic.at shall not end automatically if the contract with easyname is terminated, but that the Customer must in fact expressly terminate the contract with nic.at.

In such cases the nic.at prices shall apply; these can be viewed at https://www.nic.at/en/service/domain-registration/fees/.

nic.at shall directly, and without human interaction, delegate a Domain after a technically correct electronic application has been submitted by the Provider/Registrar. The rate at which the Provider/Registrar processes the prospective Domain Holder's order and forwards this to nic.at depends on said Provider/Registrar's terms and conditions, e.g. whether the Provider/Registrar requires advance payment from its Customer.

From a legal point of view, a Domain contract is a mixed contract (both a contract for works and services and a service agreement). The registration contract is an indefinite contract which only expires upon cancellation of the Domain. This means that the payment obligation expires only when the contract has been terminated. Domains shall be billed annually, according to the period of service provision. This period shall commence on the date on which the Domain is delegated and shall last one year.

The Domain Holder may cancel the Domain at any time with immediate effect or at the end of the period of service provision. Notice of cancellation must be submitted directly to nic.at at least one day before the new period of service provision commences. The Domain may be cancelled directly with easyname; notice of cancellation must, however, be received by easyname at least 14 days before expiry. easyname shall inform nic.at of this accordingly.

There shall be no entitlement to the reimbursement of credit that has not been used; this shall also apply even if cancellation is effective before the current period of service provision ends.

### nic.at contact details

| | |
|---|---|
| **Company** | nic.at GmbH |
| **Address** | Jakob-Haringer-Straße 8/V, 5020 Salzburg, Austria |
| **Tel.** | +43/662/46 69-0 |
| **Fax** | +43/662/46 69-29 |
| **E-mail** | service@nic.at |
| **Website** | www.nic.at |

Any complaints about nic.at?

Any complaints about nic.at must be addressed to the nic.at service department (tel.: +43/662/4669-840 or by e-mail: service@nic.at). The service hours are Monday to Friday (except on statutory public holidays in Austria) from 8 a.m. – 6 p.m.

## 11.2.      Special provisions for .de Domains

The DENIC terms and conditions of registration, the DENIC registration guidelines, and the DENIC direct price list shall apply in addition to these GTC.

- https://www.denic.de/en/domain-guidelines/

- https://www.denic.de/en/domain-terms-and-conditions/

Insofar as the Customer acts as a Sub-Provider/Reseller, it hereby assures that it shall provide its Customers with the DENIC terms and conditions of registration, registration guidelines, and direct price list. It shall clearly point out that the Domain registration is a separate contract between the Customer and DENIC eG, for which the DENIC direct price list shall apply, only by way of exception, for the purpose of permanently protecting the Domain ownership, should the respective Internet service provider fail to meet its payment obligations to DENIC eG.

## 11.3.      Special provisions for generic Domain extensions (e.g. .com, .net, .org, .info, .biz, .name Domains, …)

The Customer shall accept the ICANN guidelines (https://www.icann.org/) and, where applicable, the guidelines and terms and conditions of registration of the organisation authorised to assign the respective Domain, in particular in case of dispute regarding the Domain due to breach of trademark, brand or other industrial property rights. A transfer of the Domain to another Registrar within the first 60 (sixty) days after first-time registration or transfer shall be excluded.

The "Uniform Domain Name Dispute Resolution Policy" of ICANN (UDRP) shall apply:

- http://www.icann.org/en/dndr/udrp/policy.htm

Further, reference is made to the special provisions for the accuracy of ICANN's WHOIS data:

- https://www.icann.org/news/advisory-2002-05-10-en

- https://www.icann.org/news/advisory-2003-04-03-en

### Designated representative

The Domain Holder expressly authorises easyname to carry out alterations to the data of the Domain Holder on behalf of the Domain Holder. This shall include all major alterations (typographic and non-typographic) to the Domain Holder's contact details such as name, company name and e-mail address.

### Objection to the 60-day transfer block

The Domain Holder expressly objects to the 60-day transfer block following a major alteration to the Domain Holder's details.

## 11.4.     Special provisions for Domain Resellers

A Reseller orders Domains through easyname on behalf of its Customer and passes these on to its own Customers/third parties. Where no separate Reseller agreement has been concluded, any Customer who does not order and register Domains on its own behalf is a Reseller.

easyname charges expenses not directly to the Domain Holder or recipient of the services but to the Reseller. The Reseller shall ensure that its Customers comply with all of the conditions imposed by easyname and the respective Registries.

Where Customers of the Reseller are in default of payment, easyname shall be held harmless. The contact person for easyname for all cases concerning Domains and hosting services of the Reseller shall be the Reseller.

The Reseller assures easyname that it shall provide its Customer with all registration provisions, terms and conditions, and guidelines that concern the respective top level Domain, as well as easyname's GTC.

The Reseller shall be liable to easyname for all damage incurred by it in connection with its activities within the registration system. The Reseller shall be obligated to indemnify and hold easyname harmless in the event of claims from third parties due to a breach of rights, even if the circumstance giving rise to such claims was caused by mere slightly negligent acts on the part of the Reseller. easyname shall also be indemnified and held harmless from the costs of appropriate legal representation. Acts by vicarious agents or other aides shall be deemed equivalent to acts by Resellers. For the term of this contract, the Reseller shall assume liability for all Domains for which it is billed in the event that outstanding payments are not settled. In the event that the outstanding and due payments are not settled in full for reasons for which the Reseller is responsible, the Reseller shall bear any and all own and third-party expenses incurred as a result of this.

The Reseller shall be liable to easyname for any and all disadvantages suffered due to a breach of these General Terms and Conditions of Business. This shall include the costs of defence against any third-

party claims, payments, irrespective of the legal basis, that are to be made to third parties by easyname, and other financial losses including loss of profit. The Reseller shall, in particular, be liable where requested documents are either not submitted, not submitted in time or submitted with contents that do not justify a change of Domain status or Domain-related data.

## 12. Amendments to the General Terms and Conditions of Business

The Customer shall be informed in writing (by e-mail) of any amendments to the General Terms and Conditions of Business. The amendments shall be deemed to have been accepted where the Customer does not submit a written objection (by e-mail) within 30 days of receiving notification of such. Notwithstanding easyname's claims for compensation, any services or partial services that have already been rendered shall, in the event of withdrawal from the contract, be billed and paid according to the terms of the contract. This shall also apply insofar as the delivery or service has not yet been accepted by the Customer and for preparatory acts performed by easyname.

## 13. Further provisions

easyname shall reserve the right to sublet advertising spaces for products marked as "free" or for upgrades to existing products, or to use such spaces for its own advertising purposes, without limitation.

easyname shall be entitled to enlist the complete or partial services of third parties for the purpose of fulfilling its obligations.

## 14. Severability clause

Should one or more provisions of this contract be or become ineffective, either in part or in whole, this shall not affect the validity of the remaining provisions. The ineffective provision shall be replaced retroactively by a provision that is as similar is possible in terms of content and that comes closest to the intended purpose of the ineffective provision.

## 15. Place of jurisdiction

Unless otherwise agreed, the statutory provisions applicable between fully qualified merchants shall apply exclusively pursuant to Austrian law, even where the contract is executed abroad. The courts with jurisdiction over the subject-matter and the place of the registered office of the Contractor shall be the exclusive legal venue in case of dispute.