International
Domain Registration Agreement

1. General

1. This agreement identifies the rights and obligations between the ROUTEDGE WLL Reseller of Key-Systems GmbH ("Registrar") and the domain holder ("Customer") that domains are registered and managed at the Registrar/Reseller by the domain owner or on his behalf.

2. Customer is aware that ROUTEDGE is a Reseller of Key-Systems GmbH ("Registrar") official Registrar for domains, accredited by the Internet Corporation for Assigned Names and Numbers (in the following ICANN) as well as other national and international registries. In the provision of domain name registration or management services Registrar/Reseller acts as a mediator between the customer and the organizations responsible for the management of the central databases. Registrar/Reseller has no influence on the fact that the domain names applied for the customers can be registered and/or are freely from third party rights. Registrar/Reseller cannot guarantee for this and for the continued registration of the domain names.

3. The various top-level domains are administered by various different, national or private organizations ("registries"). Both ICANN and each of these organizations have their own terms and conditions relating to the registration and use of the domain names, as well as the proceedings in domain name dispute matters. Registrar/Reseller is required to pass on these terms and conditions and dispute policies to its customers. By initiating an order for a domain registration or domain transfer, Customer declares to be aware of the existing and current registration conditions of ICANN and the relevant competent organization and accepts them as an essential part of this agreement.

4. Customer further acknowledges that registry policies of the relevant registries or ICANN policies may change from time to time and that he will keep himself informed about the

current rules and either accept those changes or delete the corresponding domain name. Registrar/Reseller will provide information on essential changes in its newsletters and will provide a link to the most current policies on its website.

5. Customer acknowledges that the registration of a domain name may be cancelled at any time due to violation of registry policies. He agrees in particular to any cancellation, deletion or a transfer of the domain name in accordance with a condition or registration policy of the responsible registry or according to a measure of Registrar/Reseller or the registry which does not violate ICANN policies, provided that it is carried out by the Registrar/Reseller or the registry operator (1) to correct errors during the registration, (2) to remove disputes which concern the registered domain names or (3) on account of a violation of the registration policies.

6. Registrar/Reseller can modify this registration agreement at any point in time. Registrar/Reseller is obliged to inform Customer of the change of the terms and conditions by mail or email unless such notification requires unreasonable efforts. Customer can object to these modifications within 14 days starting from the notification. Should the customer object, Registrar/Reseller may terminate the agreement within 14 days or, at our choice, at the next possible termination date. The new terms and conditions are accepted by Customer if Customer does not object.

7. If Customer registers a domain name for a third party, he must ensure before ordering that the third party knows and accepts all the relevant policies and registration terms and conditions. Customers who act as resellers or distributors are obliged to transmit these conditions completely and obligatory to their customers and to document their approval by appropriate evidence. The policies of the registries applying to the Registrar/Reseller apply accordingly for the customer acting as a reseller. Prior to a termination or change of the domain ownership data, the validity of the termination or modification with respect to the third party must be ensured. Transfer requests of the third party must be treated in accordance with the transfer policies of the appropriate registry. Customer undertakes to keep as evidence of the customer's agreement suitable documentation and prove the legality of the actions performed for the third party to Registrar/Reseller at its request.

8. If Customer registers a domain name through a third party, agent or distributor, he accepts to let all acts and omissions of these parties to be considered as his own actions

in all respects. Customer explicitly authorizes these parties to undertake administrative actions for him with regard to his domain names registered with Registrar/Reseller.

9. In the event that Registrar/Reseller cannot maintain the registration of a domain name of Customer, in accordance with the policies of the registry, Registrar/Reseller shall be entitled to an extraordinary termination of the registration agreement with Customer with a 14 days period to the end of month.

2. Registration and transfers of domain names

1. By requesting a registration and / or transfer a domain name by / to Registrar/Reseller, Customer authorizes Registrar/Reseller or Reseller to carry out on his behalf all entries and changes, which he carries out online by Registrar/Reseller or Reseller(eg DNS Updates, WHOIS-Updates, other domain configuration) directly in real time with the respective registry. Registrar/Reseller is entitled to cancel unwarranted operations.

2. Customer undertakes to guarantee that the applied-for domain name and the intended use of the domain name do not impair the rights of third parties, further that there are no other legal or factual obstacles in conflict with the registration, further that the chosen name is not contrary to morality, that the registration request occurs in knowledge and consideration of the guidelines and policies of the relevant registry and that he is authorized to request this operation. Registrar/Reseller is not obliged to verify this authority. Registrar/Reseller may reject any application to register or transfer of a domain name without reason.

3. Customer acknowledges that the domain name registration is usually done on a "first-come, first-served" principle. Registrar/Reseller shall give no guarantee for a successful allocation of ordered domains and becomes free from the duty to perform the service in case of impossibility of the order.

4. An initial application for the provision of domain names and transfer of domain names from another Registrar/Reseller, the term of the registration can be from one to ten years depending on the domain name.

5. By applying for a domain transfer from another provider to Registrar/Reseller, Customer confirms that he is authorized to dispose of the domain name. After the transfer the

domain owner is obliged to review the accuracy of the data entered in the Whois of the domain name and to correct them if necessary.

6. By requesting a transfer of a domain name to a third party ("change of ownership"), Customer confirms that the third party has expressly agreed the change of ownership and the terms of this agreement. Otherwise Registrar/Reseller is entitled to cancel the change of ownership.

7. Concerning registration of multilingual domain names or under newly introduced top-level domains Registrar/Reseller does not have any control of these registrations and it might be possible that the service will be modified, interrupted or even terminated by the registry without prior notice. Registrar/Reseller has no obligation to guarantee the continuity of the existence or availability of domain names and registration is performed at the own risk of Customer. Customer acknowledges that the functionality of domain names may not be the same as in regular domain names. Furthermore Customer also acknowledges that a domain name may potentially not function fully due to the introduction of necessary new technical features.

8. Customer expressly agrees to the immediate execution of the service by Registrar/Reseller. This especially applies to the registration, transfer and renewal of a domain name. The right to withdraw from the agreement or to returns in distance selling contracts is therefore excluded after the completion of the order.

3. Domain owner data

1. The customer is committed to supply Registrar/Reseller with the following information and data for the purpose of forwarding to the registry and possibly for the purpose of publishing in the public WHOIS of registered domain names. By entering and changing the data in the online-interface Customer assures that his information is correct, complete and truthful. This concerns in particular:

    - Current and complete information about the full name or name of a legal person, mailing address, e-mail address, voice telephone number and – if available – fax
    - The IP address of the domain name server (primary and secondary server) and the name of these servers

- the full name, postal address, e-mail address, voice telephone and fax number of the administrative contact, the technical contact and the billing contact

2. The necessary information and data may vary depending on the TLD. As far as more data is required, this data must be provided during the registration process or alternatively delivered upon request from Registrar/Reseller.
3. The information and data has to be updated when necessary, incomplete data must be completed. Customer acknowledges that the provision of false data can directly lead to loss of rights from the service without refund. This also applies in the event that Customer does not comply with any request of Registrar/Reseller to correct the data or provide proof of its accuracy within the time allowed.
4. By providing data of a third party Customer confirms that he has informed the third party about the provision and use of the data and that the third party has expressly agreed with this provision and use.

4. Renewals of Registration

1. Renewals of registration are possible for 1 to 10 years depending on the domain name.

2. A contract for the registration and administration of a domain name shall be renewed automatically for another 12 month term at the end of the registration period if it is not terminated with a notice period of 3 months prior to the date of expiry, unless agreed otherwise.

3. For renewals the price list at the renewal date is applicable.

4. Customer will be informed by e-mail of his obligation to pay for the renewal in accordance with the provisions of ICANN or the respective registry in time before the end of the registration period. If Customer does not terminate the contract on time and Customer has either identified his payment method to be credit card or bank debit and entered current and valid payment details, then Registrar/Reseller will automatically charge the due amount 10 days prior to the expiration date and the contract will be renewed accordingly. Customer is solely responsible for ensuring the timely receipt of the fees applicable or for the functioning of the chosen payment.

5. Termination of the management

1. If the fee for a renewal of a registered domain name is not received 3 days before the expiry of the contract period, Customer loses his rights to the domain name. The same applies in the event of a chargeback of a payment for a domain name or a functionality failure of the selected payment method.

2. In the case of domain names cancelled by the customer, of domain names not extended at the time of expiry despite of a reminder of the pending expiration, or non-payment of renewal fees, Registrar/Reseller is authorized to deactivate this domain name at its own discretion or to change the DNA entries ("deactivation"), to return it to the Registry for the purpose of deletion or continued management at the registry ("deletion") or to dispose, to auction, to transfer to third parties, to take over in his own continuance ("utilization"). Registrar/Reseller will begin to undertake such actions no earlier than 14 days after the expiration of domain names with a Renewal Grace Period, or upon expiration of domain names without such a period. Customer agrees that the termination or non-renewal of the domain name or non-payment of due renewal fees shall constitute his consent to the actions described above as well as a renewal of the domain name to the extent necessary for their undertaking provided that Customer does not contradict expressly before the term end and no contrary agreement exists.

3. After the utilization of a domain names Registrar/Reseller may in its own discretion to provide Customer with a share of the net proceeds of the utilization. The net proceeds will be credited to the customer account. For the purposes of this segment "net proceeds" shall mean the proceeds which the Registrar/Reseller receives from another party or a third supplier as a result of the utilization, minus the costs linked to the utilization borne by Registrar/Reseller. The customer agrees that no legal claim exists to any part of the net proceeds. Also Registrar/Reseller makes no guarantee for the fact that any utilization will result in any net proceeds.

4. Regardless of the regulations here and in the general terms and conditions both sides can terminate the agreement for important reason.

    a. An important reason for Registrar/Reseller is given in particular when Customer

        - is in delay of submitting the fee in the height of the monthly fee for a contract which has a minimum duration or for a contract where a certain duration time period has been agreed upon;

- is in more than 20 calendar-days delay of submitting the payment for a contract which has an undefined length;
- culpably violates duties of the contract, against the Registry Policy or these terms and conditions, particularly by provision of false registration data;
- violates laws, rules or good morals with the content offered on the domain or the domain name itself, and despite warning does not modify the contents in such a way that they meet the requirements regulated in the terms and conditions within reasonable time, or
- acts contrary to the terms and conditions of the Registration and the registration policies.

b. Another important reason exists, if

- the accreditation of Registrar/Reseller ends for a top level domain under which the domain name is registered and the Registrar/Reseller cannot guarantee to continue the registration under the same conditions.

c. In these cases Customer loses all rights.

Customer is entitled to transfer the domain name to another provider. Registrar/Reseller may refuse such a transfer, subject to the conditions set by the registry or ICANN reasons for refusals of transfers. A transfer within 60 days of registration or a prior transfer is prohibited.

Recovery and reactivation of domain names

If and as far as a registration authority permits the recovery ("Restore") of previously deleted domain names or domain names returned to the registry in certain TLDs and provided Registrar/Reseller offers that service in the respective TLD, this service will be provided at the request of the registered domain holder without obligation and with no guarantee of a successful recovery. The prices for this operation result from the price list. A recovery can only be performed when the account has a sufficient balance for the operation. A restore job can also only be processed if it arrives during business hours and with sufficient time prior to the

final deletion by the registry. Should a restore action fail to be executed, the appropriate fees shall be refunded to Customer's account.

As far as Registrar/Reseller offers the reactivation of a deactivated domain name before utilization, Customer agrees to pay the reactivation fees plus the cost of renewal for such orders.

Domain dispute policy

Customer agrees to resolve and settle any domain name dispute according to the Dispute Resolution Policies of the respective registry or ICANN, if applicable. These policies can be reviewed on the website of Registrar/Reseller or on the website of the respective registry, or ICANN. Customer will inform himself about the applicable Dispute Resolution Policy before initiating a registration request. The language of the arbitration rules may be different from the language of the agreement and can be written in the local language of the registry.

Customer accepts that Registrar as an accredited Registrar/Reseller may be bound to lock or cancel a domain or to transfer it to a third party in accordance with any decision of an Administrative Panel in accordance with the applicable dispute resolution policy unless Customer provides evidence within ten days after an Administrative Panel`s decision, that he has commenced a lawsuit against the complainant regarding the right to use the disputed domain name in a Mutual Jurisdiction.

For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) the legal domicile of Registrar/Reseller.

During a pending administrative proceeding or during a period of 15 days after such proceeding is concluded or during a pending court proceeding or arbitration commenced regarding the domain name Customer may not transfer the domain name registration to a third party unless the third party agrees, in writing, to be bound by the decision of the court or arbitrator.

Liability

As a condition of Customer's access and his use of the services of Registrar/Reseller Customer agrees to defend, indemnify, save and hold harmless Registrar/Reseller, agents, partners,

ICANN, the central registry as well as all persons involved in rendering of the service in respect to all claims, demands, liabilities, costs and/or expenses resulting from an illegal use of the service, of the domain name registered by Customer or the content provided on a registered domain. In the event of a claim, Customer has the right to prove Registrar/Reseller, that claims in the context of the exemption have not occurred in the extent demanded or not at all, and / or Customer is not responsible.

Neither Registrar/Reseller, agents, partners, ICANN, the central registry nor any person involved in the rendering of the service will be liable to Customer or any third party for any direct or indirect loss of profits, earnings or business opportunities, damages, expense, or costs resulting directly or indirectly from any failure to
perform any obligation or provide service hereunder because of any Force Majeure, or governmental acts or directives, strikes, riot or civil commotion, war, any natural disaster, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force or condition beyond Registrar/Resellers reasonable control.

Registrar/Reseller cannot be held liable for delays of services and server downtimes due to higher force, fault of third parties or due to events, which Registrar/Reseller has no influence on, any agreed-upon deadlines and delivery dates notwithstanding. Registrar/Reseller may delay the provision of service and/or performance by the duration of the respective disruption plus an appropriate starting time. Furthermore Registrar/Reseller can limit access to the service, if the stability and security of the operation, the maintenance of the net integrity, in particular the avoidance of serious disturbances of the network, the software or stored data requires it. Registrar/Reseller is not obligated to review or monitor the use of the service by Customer to ensure their legality.

For all services of Key-Systems´s liability will be limited to intent and gross negligence if and as much as it is legally permitted. In case of paid services adhesion is limited by KS with negligence and rough negligence to the amount of the payment which can be paid in each case from the customer for the respective achievement and/or achievement period. For free services the

liability of Key-Systems is limited to cases of minor negligence and to an amount of 25 EUR for each single case or 100 EUR for all cases. In any other case the liability of Key-Systems is limited to damages typically foreseeable at the time the agreement was first concluded.

Customer shall compensate Registrar/Reseller for any damages resulting from violations of the registration agreement, registration policies, and/or the terms and conditions and shall indemnify Registrar/Reseller against all third-party claims based on the use of the services. This also includes the reimbursement of all reasonable costs of a legal defense if the Registrar/Reseller was threatened with legal proceedings due to the registration.

This includes in particular the use of a domain name by infringing a prohibition in law, the good morals as well as rights of third parties (trademark rights, name rights, copy rights, data protection rights etc.) or the active support of such violations, making available of content that of glorifies violence, inciting, racist or radical right-wing content, the instructions for criminal acts and content that are appropriate to degrade a third party or group of third parties in their human dignity (hatepages), the unauthorized intrusion into third party computers or computer systems, the distribution of malicious software, the forgery, the mailing of unrequested or undesirable e-mails for advertising purposes to third parties (Spamming). Customer is obliged to comply with all legal requirements and policies with the provision of pornographic and/or erotic content.

A registered domain name can be temporarily blocked or disabled if the customer offends applicable law or this arrangement in serious manner through the content made available under the domain name or if such an offence was made plausible and Customer does not react to the request to remove or adapt the content accordingly.

As far as a single domain name is canceled or transferred by Customer, due to violation of the registration agreement, due to binding decisions in domain name disputes or due to other causes specified in these conditions, no right to request for a free replacement domain or other reimbursement exists, provided that the termination was not caused illegally by Registrar/Reseller in a culpable or grossly negligent manner. This also applies to other services or additionally booked options regarding the affected domain names.

Data sharing and data protection

Registrar/Reseller advises (according to §33 BDSG) Customer of the fact also personal data is collected, stored and processed within the scope of the performance of the agreement and such data may also be provided to third parties involved in the performance of the agreement. This also includes the provision of the data in freely accessible databases (for example "Whois" databases). Further information is included in the data protection policies of Registrar/Reseller.

Registrar/Reseller is authorized to process and use Customer's data to improve the range of offered services according to the needs of its Customer.

Registrar/Reseller is entitled to permanently store the data required for billing purposes in accordance with the legal provisions.

In the event of police or governmental requests Registrar/Reseller is entitled to transmit the data to such authorized requesting parties. The same applies for authorized third parties in cases of plausible claims of violations of their rights.

Customer has the right to request information on his stored personal data at any time free of charge.

Customer agrees that Registrar/Reseller may send Newsletters for informational or marketing purposes to his email address.

Final clauses

Modifications or changes of terms or conditions or the contract, as well as cancellations will only be accepted in writing, oral agreements shall not be considered valid. This also applies to terms and conditions of customers unless KS expressly agrees to accept such terms in writing.

For commercial customers and legal entities in Germany, as well as for all customers without permanent residence in Germany, St. Ingbert/ Germany will be the exclusive place of jurisdiction, as well as the place of fulfillment.

For the contract between Registrar/Reseller and Customers the German law is the only effective law. U.N. purchase law shall not apply.

If any provision of this agreement - or parts thereof - contradict the terms, conditions, policies or other arrangements of the relevant registries or ICANN, the provisions, terms, conditions, policies or other arrangements of the relevant registries or ICANN shall apply instead.

If any provision of these terms and conditions shall be or become unenforceable and/or invalid, such unenforceability and/or invalidity shall not render these terms and conditions unenforceable or invalid as a whole. Any provision determined to be unenforceable or invalid shall be replaced by provisions which are valid and enforceable and closest to the original objectives and intents of the original provisions in an economic and legal sense that would have been agreed upon by the parties, had they known of the invalidity at the time of the

agreement. As far as legally possible Key-Systems shall replace the clause in the above mentioned extent.

Both, the English and German version of these terms and conditions are valid and binding. In case of doubt or conflict, however, the German version will prevail.