



Allgemeine Geschäftsbedingungen (AGB)

**Gültig ab 13.06.2014
(für Bestandskunden ab 20.09.2008)**

§ 1 Allgemeines, Geltungsbereich

1.1

AP-ins-web.de Andreas Petzhold Webhosting („Anbieter“) erbringt alle Lieferungen und Leistungen ausschließlich auf Grundlage dieser Allgemeinen Geschäftsbedingungen („AGB“). Handelt es sich beim Kunden um einen Unternehmer (§14 BGB) haben diese AGB sowie gegebenenfalls die Domain-Registrierungsbedingungen des Anbieters auch für alle zukünftigen Geschäfte der Vertragsparteien Geltung.

1.2

Von diesen AGB insgesamt oder teilweise abweichende Geschäftsbedingungen des Kunden werden nicht anerkannt, es sei denn, diesen wurde vom Anbieter schriftlich zugestimmt. Die AGB des Anbieters gelten auch dann ausschließlich, wenn in Kenntnis entgegenstehender AGB des Kunden vom Anbieter Leistungen vorbehaltlos erbracht werden.

§ 2 Vertragsschluss, Widerrufsrecht

2.1

Der Antrag des Kunden auf Abschluss des beabsichtigten Vertrages besteht entweder in der Übermittlung des online erstellten Auftragsformulars in schriftlicher Form an den Anbieter oder aber in der Absendung einer elektronischen Erklärung soweit dies im

Einzelfall angeboten wird. Der Kunde hält sich an seinen Antrag für 14 Tage gebunden. Der Vertrag kommt erst mit der ausdrücklichen Annahme des Kundenantrags durch den Anbieter oder mit der ersten vom Anbieter vorgenommenen Erfüllungshandlung zustande.

2.2

Soweit es sich bei dem Kunden um einen Verbraucher (§13 BGB) handelt, gilt folgendes:

Widerrufsrecht des Kunden nach dem Fernabsatzgesetz: Widerrufsbelehrung:

Widerrufsrecht

Sie haben das Recht, binnen vierzehn Tagen ohne Angabe von Gründen diesen Vertrag zu widerrufen. Die Widerrufsfrist beträgt vierzehn Tage ab dem Tag des Vertragsabschlusses. Um Ihr Widerrufsrecht auszuüben, müssen Sie uns mittels einer eindeutigen Erklärung (z.B. ein mit der Post versandter Brief, Telefax oder E-Mail) über Ihren Entschluss, diesen Vertrag zu widerrufen, informieren.

Bitte senden Sie diesen Widerruf an:

*AP-ins-web.de Andreas Petzhold Webhosting, Ompfedastraße 10,
81243 München, Telefax: +49 3222 2403266 (regulärer Festnetztarif)*

Sie können dafür das beigefügte Muster-Widerrufsformular verwenden, das jedoch nicht vorgeschrieben ist. Zur Wahrung der Widerrufsfrist reicht es aus, dass Sie die Mitteilung über die Ausübung des Widerrufsrechts vor Ablauf der Widerrufsfrist absenden.

Folgen des Widerrufs

Wenn Sie diesen Vertrag widerrufen, haben wir Ihnen alle Zahlungen, die wir von Ihnen erhalten haben, einschließlich der Lieferkosten (mit Ausnahme der zusätzlichen Kosten, die sich daraus ergeben, dass Sie eine andere Art der Lieferung als die von uns angebotene, günstigste Standardlieferung gewählt haben), unverzüglich und spätestens binnen vierzehn Tagen ab dem Tag zurückzuzahlen, an dem die Mitteilung über Ihren Widerruf dieses Vertrags bei uns eingegangen ist. Für diese Rückzahlung verwenden wir dasselbe Zahlungsmittel, das Sie bei der ursprünglichen Transaktion eingesetzt haben, es sei denn, mit Ihnen wurde ausdrücklich etwas anderes vereinbart; in keinem Fall werden Ihnen wegen dieser Rückzahlung Entgelte berechnet. Wir können die Rückzahlung verweigern, bis wir die Waren wieder zurückerhalten haben oder bis Sie den Nachweis erbracht haben, dass Sie die Waren zurückgesandt haben, je nachdem, welches der frühere Zeitpunkt ist. Sie haben die Waren unverzüglich und in jedem Fall spätestens binnen vierzehn Tagen ab dem Tag, an dem Sie uns über den Widerruf dieses Vertrags unterrichten, an uns zurückzusenden oder zu übergeben. Die Frist ist gewahrt, wenn Sie die Waren vor Ablauf der Frist von vierzehn

Tagen absenden. Sie tragen die unmittelbaren Kosten der Rücksendung der Waren.

Haben Sie verlangt, dass die Dienstleistungen während der Widerrufsfrist beginnen sollen, so haben Sie uns einen angemessenen Betrag zu zahlen, der dem Anteil der bis zu dem Zeitpunkt, zu dem Sie uns von der Ausübung des Widerrufsrechts hinsichtlich dieses Vertrags unterrichten, bereits erbrachten Dienstleistungen im Vergleich zum Gesamtumfang der im Vertrag vorgesehenen Dienstleistungen entspricht.

--- Ende der Widerrufsbelehrung ---

§ 3 Vertragsgegenstand, Vertragsänderung

3.1

Der Anbieter stellt dem Kunden entsprechend der jeweiligen Leistungsbeschreibung des gewählten Tarifs ein betriebsbereites, dediziertes Rechnersystem bestehend aus der entsprechenden Hard- und Software oder aber Speicherplatz auf einem virtuellen Webserver zur Verfügung und schuldet sein Bemühen, die vom Kunden vertragsgemäß gespeicherten Daten über das vom Anbieter zu unterhaltende Netz und das damit verbundene Internet für die Öffentlichkeit abrufbar zu machen (insgesamt als „Webhostingleistungen“ oder als „Webserver“ bezeichnet). Der Kunde hat weder dingliche Rechte an der Serverhardware noch ein Recht auf Zutritt zu den Räumlichkeiten, in denen sich die Serverhardware befindet. Der Anbieter gewährleistet eine Erreichbarkeit von 99,9% im Jahresdurchschnitt. Der Anbieter ist für die Erreichbarkeit nur insoweit verantwortlich, als die Nichtabrufbarkeit auf den von ihm betriebenen Teil des Netzes oder den Webserver selbst zurückzuführen ist.

3.2

Soweit in der jeweiligen Leistungsbeschreibung des gewählten Tarifs eine bestimmte Speicherkapazität genannt ist, gilt diese für den gesamten, gemäß Leistungsbeschreibung auf dem Server zur Verfügung stehenden Speicherplatz und dient unter anderem auch der Speicherung von Log-Files etc.

3.3

Dem Anbieter bleibt das Recht vorbehalten, Leistungen zu erweitern und Verbesserungen vorzunehmen, wenn diese dem technischen Fortschritt dienen, notwendig erscheinen, um Missbrauch zu verhindern, oder der Anbieter aufgrund gesetzlicher Vorschriften hierzu verpflichtet ist. Sonstige Änderungen des Vertragsinhalts, einschließlich dieser AGB, kann der Anbieter - mit Zustimmung des Kunden - vornehmen, sofern die Änderung unter Berücksichtigung der Interessen des Anbieters für den Kunden zumutbar ist. Unzumutbar ist insbesondere jede Vertragsänderung, die eine Reduzierung der vertraglichen Hauptleistungen des Anbieters zur Folge hat. Die vertraglichen Hauptleistungen sind in der jeweiligen Tarifleistungsbeschreibung als solche bezeichnet. Besteht die Änderung des Vertrages in einer Erhöhung der vom Kunden zu entrichtenden Entgelte, so richtet sich deren Zulässigkeit nach Ziffer 9.5 dieser AGB. Die Zustimmung zur Änderung des Vertrages gilt

als erteilt, wenn der Kunde der Änderung nicht innerhalb eines Monats nach Zugang der Änderungsmitteilung widerspricht. Der Anbieter verpflichtet sich, den Kunden im Zuge der Änderungsmitteilung auf die Folgen eines unterlassenen Widerspruchs hinzuweisen

3.4

Freiwillige, unentgeltliche Dienste und Leistungen des Anbieters, die ausdrücklich als solche bezeichnet und nicht Teil der Leistungsbeschreibung sind, können vom Anbieter jederzeit eingestellt werden. Der Anbieter wird bei Änderungen und der Einstellung kostenloser Dienste und Leistungen auf die berechtigten Interessen des Kunden Rücksicht nehmen.

3.5

Der Anbieter hat das Recht, sich zur Leistungserbringung jederzeit und in beliebigem Umfang Dritter zu bedienen.

3.6

Der Anbieter kann darüber hinaus seine Rechte und Pflichten aus diesem Vertrag auf einen oder mehrere Dritte übertragen („Vertragsübernahme“). Der Anbieter hat dem Kunden die Vertragsübernahme mindestens zwei Wochen vor dem Zeitpunkt der Übernahme mitzuteilen. Für den Fall der Vertragsübernahme steht dem Kunden das Recht zu, den Vertrag mit Wirkung zum Zeitpunkt der Vertragsübernahme zu kündigen.

§ 4 Resellertarife, Vertragsstrafe

4.1

Soweit es sich bei dem jeweiligen Tarif nicht um einen Resellertarif handelt, darf der Kunde die Webhostingleistungen Dritten weder entgeltlich noch unentgeltlich zur Verfügung stellen („Reseller-Tätigkeit“). Ausgenommen hiervon ist das zur Verfügung stellen an Familienangehörige und Freunde, soweit dieses unentgeltlich erfolgt. Der Kunde verpflichtet sich im Falle eines Verstoßes zur Zahlung einer Vertragsstrafe gem. Ziffer 13.

§ 5 Vertragslaufzeit, Vertragsverlängerung und -kündigung, Einstellung der Leistung

5.1

Soweit sich nicht aus der jeweiligen Leistungsbeschreibung etwas anderes ergibt, hat der Vertrag eine Laufzeit von einem Jahr und verlängert sich jeweils um denselben Zeitraum, wenn der Vertrag nicht einen Monat vor Ende der jeweiligen Laufzeit gekündigt wird.

5.2

Unberührt bleibt das Recht beider Vertragsparteien zur fristlosen Kündigung aus wichtigem Grund. Ein wichtiger Grund für den Anbieter ist insbesondere dann gegeben, wenn mindestens einer der folgenden Sachverhalte vorliegt:

- der Kunde verstößt trotz Abmahnung schuldhaft gegen eine vertragliche Pflicht
- der Kunde beseitigt trotz Abmahnung nicht innerhalb angemessener Frist eine Vertrags- oder Rechtsverletzung.

Eine Abmahnung ist entbehrlich wenn es sich um einen Verstoß handelt, der eine Fortsetzung des Vertrages für den Anbieter unzumutbar macht. Dies ist insbesondere der Fall:

- bei gravierenden Vertrags- oder Rechtsverstößen, wie z.B.
 - erheblichen Verstößen i.S.d. §§23, 24 Jugendmedienschutz-Staatsvertrages und/oder
 - erheblichen Urheberrechtsverstößen durch Speicherung und/oder zum Abruf Bereithalten solcher Inhalte insbesondere Musik, Bilder, Videos, Software etc. und/oder
 - der Speicherung und/oder dem zum Abruf Bereithalten von Inhalten, deren Speicherung und/oder das zum Abruf Bereithalten strafbar ist
 - bei Straftaten des Kunden gegen den Anbieter oder andere Kunden des Anbieters, insbesondere bei strafbarer Ausspähung oder Manipulationen der Daten des Anbieters oder anderer Kunden des Anbieters

5.3

Die Kündigung zum jeweiligen Tarif zusätzlich gewählter Optionen, insbesondere zusätzlicher Domains, lässt das Vertragsverhältnis insgesamt unberührt.

5.4

Die ordentliche und außerordentliche Kündigung bedürfen zu ihrer Wirksamkeit der Schriftform.

5.5

Nach Beendigung des Vertragsverhältnisses ist der Anbieter zur Erbringung der vertraglichen Leistungen nicht mehr verpflichtet. Spätestens sieben Tage nach Vertragsende kann der Anbieter sämtliche auf dem Webserver befindliche Daten des Kunden, einschließlich in den Postfächern befindlicher E-Mails, löschen. Die rechtzeitige Speicherung und Sicherung der Daten liegt daher in der Verantwortung des Kunden. Darüber hinaus ist der Anbieter nach Beendigung des Vertrages berechtigt Domains des Kunden, die nicht zu einem neuen Provider übertragen wurden, freizugeben.

§ 6 Allgemeine Pflichten des Kunden

6.1

Für die Domain selbst sowie für sämtliche Inhalte, die der Kunde auf dem Webserver abrufbar hält oder speichert ist alleine der Kunde verantwortlich. Dies gilt auch, soweit die Inhalte auf einem anderen Webserver als dem des Anbieters abgelegt sind und lediglich unter einer über den Anbieter registrierten Domain bzw. Subdomain abrufbar sind. Der Kunde ist im Rahmen seiner Verpflichtung zur Einhaltung der gesetzlichen und vertraglichen Regelungen auch für das Verhalten Dritter, die in seinem Auftrag tätig werden, insbesondere von Erfüllungs- und Verrichtungsgehilfen verantwortlich. Dies gilt auch für sonstige Dritte, denen er wissentlich Zugangsdaten zu den Diensten und Leistungen des Anbieters zur Verfügung stellt. Der Anbieter ist nicht verpflichtet, den Webserver des Kunden auf eventuelle Verstöße zu prüfen.

6.2

Der Kunde verpflichtet sich, die vom Anbieter zum Zwecke des Zugangs erhaltenen Passwörter streng geheim zu halten und den Anbieter unverzüglich zu informieren, sobald er davon Kenntnis erlangt, dass unbefugten Dritten das Passwort bekannt ist.

6.3

Der Kunde ist verpflichtet, dem Anbieter seinen vollständigen Namen und eine ladungsfähige Postanschrift (keine Postfach- oder sonstige anonyme Adresse), E-Mail-Adresse und Telefonnummer anzugeben. Falls der Kunde eigene Name-Server oder Name-Server eines Drittanbieters verwendet, hat er darüber hinaus die IP-Adressen des primären und sekundären Name-Servers einschließlich der Namen dieser Server anzugeben. Der Kunde versichert, dass alle dem Anbieter mitgeteilten Daten richtig und vollständig sind. Der Kunde hat bei Änderungen, die Daten unverzüglich über sein Kundenmenü oder durch Mitteilung an den Anbieter per Post, Telefax oder E-Mail zu aktualisieren.

6.4

Der Kunde verpflichtet sich im Falle eines Verstoßes gegen Ziffer 6.3 zur Zahlung einer Vertragsstrafe gem. Ziffer 13.

6.5

Der Kunde verpflichtet sich, den Anbieter unverzüglich und vollständig zu informieren, falls er aus der Verwendung der vertragsgegenständlichen Dienste gerichtlich oder außergerichtlich in Anspruch genommen wird.

6.6

Dem Kunden obliegt es, alle Dateien und Softwareeinstellungen, auf die er zugreifen kann, selbst regelmäßig zu sichern. Die Datensicherung hat jedenfalls vor Vornahme jeder vom Kunden vorgenommenen Änderung zu erfolgen sowie vor Wartungsarbeiten des Anbieters, soweit diese rechtzeitig durch den Anbieter angekündigt wurden. Die vom Kunden erstellten Sicherungskopien sind keinesfalls auf dem Server zu speichern.

§ 7 Nutzungseinschränkungen, Einhaltung gesetzlicher Vorschriften, Rechte Dritter

7.1

Der Kunde hat sicherzustellen, dass die Internet-Präsenzen oder Daten anderer Kunden des Anbieters, die Serverstabilität, Serverperformance oder Serververfügbarkeit nicht entgegen der vertraglich vorausgesetzten Verwendung beeinträchtigt werden. Insbesondere ist es dem Kunden nur mit schriftlicher Genehmigung des Anbieters gestattet:

- Banner-Programme (Bannertausch, Ad-Server, usw.) zu betreiben
- Freespace-Angebote, Subdomain-Dienste, Countersysteme, anzubieten
- einen Chat zu betreiben, es sei denn, der Tarif des Kunden enthält ein vom Anbieter zur Verfügung gestelltes Chat-System.

7.2

Der Kunde ist verpflichtet im Rahmen der gesetzlichen Regeln, insbesondere unter Einhaltung des TMG, vorgeschriebene Angaben auf seiner Website zu machen.

7.3

Die vom Server abrufbaren Inhalte, gespeicherte Daten, eingeblendete Banner sowie die, bei der Eintragung in Suchmaschinen verwendeten Schlüsselwörter dürfen nicht gegen gesetzliche Verbote, die guten Sitten oder Rechte Dritter (insbesondere Marken, Namens- und Urheberrechte) verstoßen. Dem Kunden ist es auch nicht gestattet

pornographische Inhalte sowie auf Gewinnerzielung gerichteten Leistungen anzubieten oder anbieten zu lassen, die pornographische und/oder erotische Inhalte (z. B. Nacktbilder, Peepshows etc.) zum Gegenstand haben.

7.4

Der Kunde verpflichtet sich im Falle eines Verstoßes gegen die Ziffern 7.1 bis 7.3 zur Zahlung einer Vertragsstrafe gem. Ziffer 13.

§ 8 E-Mail-Empfang und –versand, Verbot und Vertragsstrafe für „Spam“-E-Mails

8.1

Der Anbieter hat das Recht, die Maximalgröße der zu versendenden E-Mails jeweils auf einen angemessenen Wert zu beschränken. Soweit sich aus der jeweiligen Leistungsbeschreibung nichts anderes ergibt, beträgt dieser Wert 50 MB.

8.2

Der Versand von E-Mails über Systeme bzw. Server des Anbieters sowie der Versand über Domains, die über den Anbieter registriert sind, ist unzulässig, soweit es sich um einen massenhaften Versand von E-Mails an Empfänger ohne deren Einwilligung handelt und/oder es sich um ein Werbe-E-Mail handelt und eine Einwilligung des Empfängers nicht vorliegt obwohl diese erforderlich ist (insgesamt nachfolgend als „Spam“ bezeichnet). Der Nachweis einer Einwilligung (vgl. § 7 Abs. 2 UWG) des jeweiligen Empfängers obliegt dem Kunden. Kunden ist auch untersagt mittels über andere Anbieter versandte Spam-E-Mails Inhalte zu bewerben, die unter einer über den Anbieter registrierten Domain abrufbar sind oder die beim Anbieter gehostet werden.

8.3

Dem Kunden ist auch untersagt, über den Webserver mittels Skripten mehr als 500 E-Mails pro Stunde je Webhosting-Paket und/oder sog. „Paidmails“ bzw. E-Mails mit denen ein „Referral-System“ beworben wird, zu versenden.

8.4

Der Kunde verpflichtet sich im Falle eines Verstoßes gegen Ziffer 8.2 und/oder Ziffer 8.3 zur Zahlung einer Vertragsstrafe gem. Ziffer 13.

§ 9 Entgeltzahlung und Rechnungsstellung, Entgelterhöhung, Zahlungsverzög, Entgelterstattung

9.1

Die Höhe der vom Kunden an den Anbieter zu bezahlenden Entgelte und der jeweilige Abrechnungszeitraum ergeben sich aus der Leistungsbeschreibung des vom Kunden gewählten Tarifs. Die nutzungsunabhängigen Entgelte werden monatlich im voraus fällig,

die nutzungsabhängigen Entgelte mit Rechnungsstellung.

9.2

Die Rechnungsstellung erfolgt ausschließlich online durch Einstellen der Rechnung als herunterladbare und ausdrückbare Datei in das Kundenmenü ("Online-Rechnung"). Ein Anspruch auf digitale signierte Rechnungen (§14 Abs. 3 UStG) besteht nicht. Im Falle der Online-Rechnung gilt diese dem Kunden als zugegangen, wenn sie für ihn im Kundenmenü abrufbar und damit in seinen Verfügungsbereich gelangt ist. Dem Anbieter bleibt es unbenommen alternativ zur Online-Rechnung die Rechnungsstellung postalisch vorzunehmen. Ein Anspruch des Kunden auf Übersendung einer Rechnung auf dem Postwege besteht jedoch nur, wenn der Kunde zum Vorsteuerabzug berechtigt ist und er die Rechnung beim Anbieter jeweils anfordert und das hierfür vereinbarte Entgelt (derzeit 2,50 EUR je einzelne Rechnung) entrichtet.

9.3

Sämtliche Entgeltzahlungen sind am Tag der Rechnungsstellung zu zahlen. Befindet sich der Kunde mit der Entgeltzahlung mehr als 30 Tage in Verzug, ist der Anbieter berechtigt, den Account zu sperren (Ziffer 12.1) oder außerordentlich zu kündigen (Ziffer 5.2).

9.4

Der Anbieter ist berechtigt, die Entgelte angemessen zu erhöhen. In jedem Fall angemessen ist insoweit eine jährliche Erhöhung um 5%. Die Entgelterhöhung bedarf der Zustimmung des Kunden. Die Zustimmung gilt als erteilt, wenn der Kunde der Erhöhung nicht binnen eines Monats nach Zugang der Änderungsmitteilung widerspricht. Der Anbieter ist verpflichtet, den Kunden mit der Änderungsmitteilung auf die Folgen eines unterlassenen Widerspruchs hinzuweisen. Widerspricht der Kunde der Preiserhöhung, steht dem Anbieter ein Sonderkündigungsrecht zu.

9.5

Vorausbezahlte Entgelte werden dem Kunden erstattet, wenn der Vertrag vor Ablauf des Abrechnungszeitraums endet. Im Falle einer wirksamen außerordentlichen Kündigung (Ziffer 5.2) durch den Anbieter hat dieser Anspruch auf Zahlung des Entgelts für die gesamte vereinbarte Dauer des Vertrages.

§ 10 Leistungsstörungen

10.1

Für Leistungsstörungen ist der Anbieter nur verantwortlich soweit diese die von ihm nach Ziffer 3.1 zu erbringenden Leistungen betreffen. Insbesondere für die Funktionsfähigkeit der eigentlichen Internet-Präsenz des Kunden, bestehend aus den auf den Server aufgespielten Daten (z.B. HTML-Dateien, Flash-Dateien, Skripte etc.), ist der Anbieter nicht verantwortlich.

10.2

Störungen hat der Anbieter im Rahmen der technischen und betrieblichen Möglichkeiten unverzüglich zu beseitigen. Der Kunde ist verpflichtet, dem Anbieter für ihn erkennbare Störungen unverzüglich anzuzeigen („Störungsmeldung“). Erfolgt die Beseitigung der Störung nicht innerhalb eines angemessenen Zeitraums, hat der Kunde dem Anbieter

eine angemessene Nachfrist zu setzen. Wird die Störung innerhalb dieser Nachfrist nicht beseitigt, hat der Kunde Anspruch auf Ersatz des ihm entstandenen Schadens im Rahmen der Ziffer 11.

10.3

Wird die Funktionsfähigkeit des Servers aufgrund nicht vertragsgemäßer Inhalte oder aufgrund einer über den vertraglich vorausgesetzten Gebrauch hinausgehende Nutzung (Ziffer 7.1) beeinträchtigt, kann der Kunde hinsichtlich hierauf beruhender Störungen keine Rechte geltend machen. Im Falle höherer Gewalt ist der Anbieter von der Leistungspflicht befreit. Hierzu zählen insbesondere rechtmäßige Arbeitskampfmaßnahmen, auch in Drittbetrieben und behördliche Maßnahmen, soweit nicht vom Anbieter verschuldet.

§ 11 Haftung des Anbieters

11.1

Eine Haftung des Anbieters besteht ausschließlich im Rahmen der Ziffern 11.2 bis 11.6. Die folgenden Haftungsbestimmungen gelten dabei für Ansprüche aus jeglichem Rechtsgrund.

11.2

Der Anbieter haftet dem Kunden für Schäden unbegrenzt, die von ihm oder einem seiner Erfüllungsgehilfen oder gesetzlichen Vertreter vorsätzlich oder grob fahrlässig verursacht werden. Bei Schäden aus der Verletzung des Lebens, des Körpers oder der Gesundheit ist die Haftung auch bei einer einfachen Pflichtverletzung des Anbieters oder eines seiner gesetzlichen Vertreter oder Erfüllungsgehilfen der Höhe nach unbegrenzt. Ebenso der Höhe nach unbegrenzt ist die Haftung für Schäden, die auf schwerwiegendes Organisationsverschulden des Anbieters zurückzuführen sind, sowie für Schäden, die durch das Fehlen einer garantierten Beschaffenheit hervorgerufen werden.

11.3

Soweit nicht Ziffer 11.2 eingreift, haftet der Anbieter bei der Verletzung wesentlicher Vertragspflichten der Höhe nach begrenzt auf den vertragstypisch vorhersehbaren Schaden. Die Haftungshöchstsumme ist darüber hinaus in anderen Fällen, als denen der Ziffer 11.2 begrenzt auf die Höhe des vom Kunden zu entrichteten Jahresentgelts.

11.4

Bei einem vom Anbieter verschuldeten Datenverlust, haftet der Anbieter ausschließlich für die Kosten der Rücksicherung und Wiederherstellung von Daten, die auch bei einer ordnungsgemäß erfolgten Sicherung der Daten verloren gegangen wären. Eine Haftung besteht jedoch nur im Rahmen der Haftungsregelungen dieser AGB.

11.5

Ansprüche des Kunden, die auf der Verletzung des Lebens, des Körpers, der Gesundheit oder der Freiheit beruhen, verjähren ohne Rücksicht auf ihre Entstehung und die Kenntnis oder grob fahrlässige Unkenntnis in fünf Jahren von der Begehung der Handlung, der Pflichtverletzung oder dem sonstigen, den Schaden auslösenden Ereignis an. Andere Ansprüche des Kunden, die sich nicht aus Gewährleistung, arglistiger Täuschung oder einer vorsätzlicher Handlung ergeben, verjähren in sechs Monaten.

11.6

Die Haftung nach dem Produkthaftungsgesetz sowie nach der Telekommunikationskundenschutzverordnung bleibt von den vorstehenden Haftungsregelungen unberührt.

§ 12 Sperrung, Voraussetzungen und Aufhebung der Sperrung, Kostenerstattung

12.1

Nimmt der Anbieter eine Sperrung vor, so ist er zur Sperrung sämtlicher vertragsgegenständlichen Dienste und Leistungen berechtigt. Die Wahl der Sperrmaßnahme liegt insoweit im Ermessen des Anbieters. Der Anbieter wird jedoch die berechtigten Belange des Kunden berücksichtigen. Insbesondere wird er im Falle einer Sperrung, die aufgrund der Inhalte auf dem Webserver erfolgt, dem Kunden deren Abänderung bzw. Beseitigung ermöglichen. Ergibt sich der Grund zur Sperrung bereits aus der vom Kunden registrierten Domain selbst, ist der Anbieter berechtigt, die Domain des Kunden in die Pflege des Registrars zu stellen. Durch eine Sperrung wird der Kunde nicht von seiner Verpflichtung entbunden, die vereinbarten Entgelte zu entrichten. Der Anbieter genügt seinen Mitteilungspflichten, wenn er die jeweiligen Mitteilungen per E-Mail an die vom Kunden angegebene E-Mailadresse (Ziffer 6.3) sendet. Für die Sperrung und für die Aufhebung der Sperrung kann der Anbieter jeweils das hierfür vereinbarte Entgelt (derzeit 9,99€) berechnen ("Sperr- und Entsperrgebühr").

12.2

Liegt offensichtlich (=evident) ein Verhalten des Kunden oder ein diesem zurechenbares Verhalten Dritter (vgl. Ziffer 6.1) vor, das gegen geltendes Deutsches Recht oder Rechte Dritter verstößt, kann der Anbieter eine Sperrung (Ziffer 12.1) vornehmen. Der Anbieter setzt den Kunden hierüber in Kenntnis. Der Anbieter kann die Aufhebung der Sperrung davon abhängig machen, dass der Kunde den rechtswidrigen Zustand beseitigt und zum Ausschluss einer Wiederholungsgefahr eine vertragsstrafenbewehrte Unterlassungserklärung gegenüber dem Anbieter abgegeben hat sowie für die Zahlung einer hieraus etwaig sich zukünftig ergebenden Vertragsstrafe Sicherheit geleistet hat. Die Höhe des Vertragsstrafeversprechens orientiert sich dabei an der Bedeutung des Verstoßes, beträgt bei Verstößen gegen gewerbliche Schutzrechte oder Wettbewerbsrecht jedoch in der Regel über 5.000 EUR.

12.3

Hält der Anbieter es für möglich, dass ein Verhalten des Kunden oder ein diesem zurechenbares Verhalten Dritter (vgl. Ziffer 6.1) vorliegt, das gegen geltendes Deutsches Recht oder Rechte Dritter verstößt, ist dies jedoch nicht offensichtlich, setzt der Anbieter den Kunden unter Angabe des Grundes und unter Androhung der Sperrung in Kenntnis und fordert ihn unter Fristsetzung zur Abgabe einer Stellungnahme auf. Nimmt der Anbieter dann dennoch eine Sperrung (Ziffer 12.1) vor, setzt er den Kunden hiervon in Kenntnis. Der Anbieter kann die Aufhebung der Sperrung davon abhängig machen, dass der Kunde die geforderte schriftliche Stellungnahme abgegeben und Sicherheit geleistet hat. Die Höhe der Sicherheit entspricht insoweit der Höhe zu erwartender Kosten des Anbieters für den Fall einer Inanspruchnahme von dritter Seite.

12.4

Soweit der Anbieter von Dritten oder von staatlichen Stellen wegen eines Verhaltens in Anspruch genommen wird, das den Anbieter zur Sperrung berechtigt, verpflichtet sich der Kunde, den Anbieter von allen Ansprüchen freizustellen und diejenigen Kosten zu tragen, die durch die Inanspruchnahme oder Beseitigung des rechtswidrigen Zustandes entstanden sind. Dies umfasst insbesondere auch die erforderlichen Rechtsverteidigungskosten des Anbieters. Die Freistellung wirkt auch - als Vertrag zu Gunsten Dritter - für die jeweilige Domain-Vergabestelle, sowie sonstiger für die Registrierung von Domains eingeschalteter Personen.

§ 13 Vertragsstrafe

13.1

Für jeden Fall einer vom Kunden zu vertretenden Zuwiderhandlung gegen Verpflichtungen nach den Ziffern 2.1 und/oder 3.1 und/oder 6.1 der Domain-Registrierungsbedingungen des Anbieters und/oder gegen die Ziffern 4 und/oder 6.3 und/oder 7.1 und/oder 7.2 und/oder 7.3 und/oder 8.2 und/oder 8.3 dieser AGB, kann der Anbieter vom Kunden Zahlung einer Vertragsstrafe von bis zu 5.100 EUR verlangen. Der Kunde kann die Höhe der vom Anbieter im Einzelfall festzusetzenden Vertragsstrafe gerichtlich überprüfen lassen. Soweit der Kunde Unternehmer (§ 12 BGB) ist, ist die Einrede des Fortsetzungszusammenhangs ausgeschlossen. Bei andauernden Rechtsverstößen gilt insoweit jeder Monat als eigenständiger Verstoß. Die Geltendmachung eines weitergehenden Schadens bleibt durch die Vertragsstrafe unberührt.

§ 14 Datenschutz

14.1

Der Anbieter erhebt, verarbeitet und nutzt personenbezogene Daten des Kunden. Weitere Informationen zur Datenverarbeitung und zum Datenschutz ergeben sich aus der Datenschutzerklärung des Anbieters. Diese ist am Ende dieser AGB angehängt.

14.2

Dem Kunden ist bekannt, dass die auf dem Server gespeicherten Inhalte aus technischer Sicht vom Anbieter jederzeit eingesehen werden können. Darüber hinaus ist es theoretisch möglich, dass die Daten des Kunden bei der Datenübertragung über das Internet von unbefugten Dritten eingesehen werden, sofern der Kunde nicht aktiv eine wirksame Verschlüsselung nutzt.

§ 15 Gerichtsstand, anwendbares Recht

15.1

Gerichtsstand für sämtliche Ansprüche aus den Vertragsbeziehungen zwischen den Vertragsparteien sich ergebenden Streitigkeiten, insbesondere über das Zustandekommen, die Abwicklung oder die Beendigung des Vertrages ist - soweit der Kunde Vollkaufmann, juristische Person des öffentlichen Rechts oder öffentlich-rechtliches Sondervermögen ist – 81243 München.

Der Anbieter kann den Kunden wahlweise auch an dessen allgemeinem Gerichtsstand verklagen.

15.2

Für die vom Anbieter auf der Grundlage dieser AGB abgeschlossenen Verträge und für die hieraus folgenden Ansprüche, gleich welcher Art, gilt ausschließlich das Recht der Bundesrepublik Deutschland unter Ausschluss der Bestimmungen zum Einheitlichen UN-Kaufrecht über den Kauf beweglicher Sachen (CISG).

§ 16 Aufrechnung, Zurückbehaltung, Schriftform, Volljährigkeit, Salvatorische Klausel

16.1

Mit Forderungen des Anbieters kann der Kunde nur aufrechnen, soweit diese unwidersprochen oder rechtskräftig festgestellt sind. Die Geltendmachung eines Zurückbehaltungsrechts steht dem Kunden nur wegen Gegenansprüchen zu, die aus dem Vertragsverhältnis mit dem Anbieter resultieren.

16.2

Der Kunde erklärt mit Abgabe seiner Bestellung ausdrücklich, dass er das achtzehnte Lebensjahr vollendet hat, voll geschäftsfähig ist und sein überwiegender Wohnsitz in der Bundesrepublik Deutschland liegt. Sofern der Kunde das achtzehnte Lebensjahr nicht vollendet hat, versichert er mit Aufgabe der Bestellung, dass er zu dieser berechtigt ist. Der Anbieter weist auf die mögliche Strafbarkeit einer Falschangabe hiermit hin.

16.3

Die Vertragsparteien vereinbaren, dass soweit in vertraglichen Regelungen zwischen den Parteien Schriftform vorgesehen ist, diese durch Telefax, nicht jedoch durch E-Mail, gewahrt wird.

16.4

Sollten Bestimmungen dieser AGB und/oder des Vertrages unwirksam sein oder werden, so berührt dies die Wirksamkeit der übrigen Bestimmungen nicht. Die Vertragsparteien verpflichten sich, anstelle einer unwirksamen Bestimmung eine gültige Vereinbarung zu treffen, deren wirtschaftlicher Erfolg dem der unwirksamen so weit wie möglich nahe kommt.



Domain-Registrierungsbedingungen

Gültig ab 19.08.2008
(Für Bestandskunden ab 20.09.2008)

Soweit der Kunde über AP-ins-web.de Andreas Petzhold Webhosting ("Anbieter") eine Top-Level-Domain registriert, gelten ergänzend zu den Allgemeinen Geschäftsbedingungen des Anbieters folgende Regelungen:

§ 1 Allgemeines, Rechtsverhältnisse, Bedingungen Dritter

1.1

Die unterschiedlichen Top-Level-Domains werden von einer Vielzahl unterschiedlicher Organisationen bzw. Registraren (nachfolgend einheitlich "Vergabestelle") verwaltet. Für jede der unterschiedlichen TLDs bestehen eigene Bedingungen für die Registrierung und Verwaltung. Ergänzend gelten daher die jeweils für die zu registrierende TLD maßgeblichen **Registrierungsbedingungen und Richtlinien. Diese sind auf der Webseite der Vergabestelle einsehbar.**

Soweit diese in Widerspruch zu den vorliegenden Domain-Registrierungsbedingungen oder den AGB des Anbieters stehen, haben die jeweiligen Registrierungsbedingungen und Richtlinien Vorrang vor den Domain-Registrierungsbedingungen.

1.2

Soweit der Anbieter nicht selbst Vergabestelle für die betreffende TLD ist, beauftragt er lediglich im Auftrag des Kunden die Registrierung der Domain bei der Vergabestelle.

§ 2 Prüfungspflichten des Kunden

2.1

Der Kunde überprüft vor der Beantragung einer Domain, dass diese Domain keine Rechte Dritter verletzt und nicht gegen geltendes Recht verstößt. Der Kunde versichert, dass er dieser Verpflichtung nachgekommen ist und dass sich bei dieser Prüfung keine Anhaltspunkte für eine Rechtsverletzung ergeben haben.

2.2

Der Kunde verpflichtet sich im Falle eines Verstoßes gegen Ziffer 2.1 zur Zahlung einer Vertragsstrafe (Ziffer 13 der AGB des Anbieters).

§ 3 Registrierungsdaten, Mitteilungspflichten

3.1

Der Kunde ist insbesondere verpflichtet zur Domainregistrierung die richtigen und vollständigen Daten des Domaininhabers („Registrant“), des administrativen Ansprechpartners („Admin-C“) und des technischen Ansprechpartners („Tech-C“ bzw. "Technical Contact") anzugeben. Unabhängig von den einschlägigen Registrierungsbedingungen umfasst dies jeweils neben dem Namen, eine ladungsfähige Postanschrift (keine Postfach- oder anonyme Adresse) sowie E-Mailadresse und Telefonnummer. Der Kunde hat bei Änderungen die Daten unverzüglich über sein Kundenmenü oder durch Mitteilung an den Anbieter per Post, Telefax oder E-Mail zu aktualisieren.

3.2

Der Kunde verpflichtet sich im Falle eines Verstoßes gegen Ziffer 3.1 zur Zahlung einer Vertragsstrafe (Ziffer 13 der AGB des Anbieters).

3.3

Der Kunde ist verpflichtet, dem Anbieter unverzüglich anzuzeigen, wenn er aufgrund einer gerichtlichen Entscheidung die Rechte an einer für ihn registrierten Domain verliert.

§ 4 Ablauf der Registrierung

4.1

Der Anbieter wird nach Beauftragung durch den Kunden die Beantragung der gewünschten Domain bei der zuständigen Vergabestelle veranlassen oder die Domain selbst registrieren soweit er selbst Vergabestelle ist. Der Anbieter ist berechtigt, die Aktivierung einer Domain erst nach Zahlung der für die Registrierung vereinbarten Entgelte vorzunehmen. Soweit der Anbieter nicht selbst Vergabestelle ist, hat er auf die Vergabe durch die jeweilige Vergabestelle keinen Einfluss. Der Anbieter übernimmt keine Gewähr dafür, dass die vom Kunden beantragte Domain zugeteilt werden und/oder die zugeteilte Domain frei von Rechten Dritter ist oder auf Dauer Bestand hat. Die Auskunft des Anbieters darüber, ob eine bestimmte Domain noch frei ist, erfolgt durch den Anbieter aufgrund Angaben Dritter und bezieht sich nur auf den Zeitpunkt der Auskunftseinholung des Anbieters. Erst mit der Registrierung der Domain für den

Kunden und der Eintragung in der Datenbank der Vergabestelle ist die Domain dem Kunden zugeteilt.

4.2

Der Kunde wird bei der jeweiligen Vergabestelle als Domaininhaber und administrativer Ansprechpartner eingetragen. Der Anbieter ist berechtigt, bei Domains der TLDs ("Endung") .com, .net, .org, .cc, .biz und .info als E-Mail Adresse des admin-c eine E-Mail Adresse des Anbieters einzutragen. Die Rechte des Kunden werden hierdurch nicht beeinträchtigt. Der Kunde stimmt dieser Verfahrensweise ausdrücklich zu.

4.3

Eine Änderung des beantragten Domainnamens nach der Beantragung der Registrierung bei der jeweiligen Vergabestelle ist ausgeschlossen. Möglich ist dann lediglich eine Kündigung der bestehenden und Neubeantragung der gewünschten Domain. Ist eine beantragte Domain bis zur Weiterleitung des Antrags an die Vergabestelle bereits anderweitig vergeben worden, kann der Kunde einen anderen Domainnamen wählen. Das gleiche gilt, wenn bei einem Providerwechsel der bisherige Provider den Providerwechsel ablehnt. Soweit einzelne Domains durch den Kunden oder aufgrund verbindlicher Entscheidungen in Domainstreitigkeiten gekündigt werden, besteht kein Anspruch des Kunden auf Beantragung einer unentgeltlichen Ersatzdomain.

4.4

Der Anbieter darf unter einer vom Kunden registrierten Domain eine von ihm gestaltete Seite einblenden, solange der Kunde noch keine Inhalte hinterlegt oder die Domain auf andere Inhalte umgeleitet hat.

§ 5 Erklärungen, Kündigung, Erstattung von Entgelten

5.1

Alle Erklärungen Domains betreffend, insbesondere Domain-Kündigung, Providerwechsel, Domain-Löschung, bedürfen der Schriftform. Insoweit gelten jedoch ergänzend Ziffern 16.3 und 5.4 der AGB des Anbieters.

5.2

Bei allen über den Anbieter registrierten Domains kann der Kunde unter Einhaltung dieser Domain-Registrierungsbedingungen und den jeweiligen Bedingungen der Vergabestelle diese kündigen oder zu einem anderen Provider umziehen, sofern dieser die entsprechende Top-Level-Domain (z.B. „.DE“) anbietet bzw. den Providerwechsel nach den erforderlichen Gegebenheiten und technischen Anforderungen unterstützt. Soweit nicht ausdrücklich der gesamte Webhosting-Vertrag gekündigt wird, sondern lediglich die Kündigung einer Domain/mehrerer Domains/sämtlicher Domains erfolgt, besteht der Webhosting-Vertrag als solcher bzw. der Vertrag über die übrigen Domains fort, da diese auch unabhängig von der gekündigten Domain weiter genutzt werden können.

5.3

Kann der Anbieter dem Providerwechsel (KK-Antrag) des neuen Providers des Kunden nicht rechtzeitig stattgeben, weil der Providerwechsel durch den neuen Provider oder den Kunden zu spät veranlasst wurde oder die für die Zustimmung notwendigen Voraussetzungen nicht erfüllt sind, ist der Provider ausdrücklich dazu berechtigt, die

gekündigte Domain zum Kündigungstermin bei der jeweiligen Vergabestelle löschen zu lassen („CLOSE“). Der Anbieter behält sich vor, KK-Anträgen erst statt zu geben, wenn sämtliche unbestrittenen offenen Forderungen des Kunden beglichen sind.

5.4

Soweit die Registrierung der Domain für die jeweilige Registrierungsdauer auch nach Beendigung des Vertragsverhältnisses mit dem Anbieter fort dauert und damit die Domain weiter nutzbar bleibt, erfolgt weder für eine im Tarif enthaltene Domain noch für zusätzliche Domains eine Erstattung bereits bezahlter Entgelte.

§ 6 „Domain-Reseller“

6.1

Die Registrierung einer Domain durch einen Kunden für einen Dritten, insbesondere einen Kunden des Kunden ("Zweitkunde", "Reselling") ist nicht gestattet und bedarf der ausdrücklichen vorherigen schriftlichen Genehmigung des Anbieters. Ausgenommen sind hierbei Familienangehörige und Freunde, soweit dies unentgeltlich erfolgt. Siehe auch §4 der Allgemeinen Geschäftsbedingungen (AGB) des Anbieters.



Besondere Bedingungen für internationale Domains

Für die über uns registrierbaren internationalen Top-Level-Domains gelten ergänzend die entsprechenden Regelungen unseres amerikanischen Partners Tucows. Diese besonderen Bedingungen können Sie nachfolgend einsehen. Sie sind im Einzelnen für die Registrierung und den Transfer der Top-Level-Domains .biz, .cc, .co, .com, .info, .me, .mobi, .name, .net, .org, .tv und .ws gültig.

Exhibit A

Registration Agreement

1. **IN THIS REGISTRATION AGREEMENT** ("Agreement"), "Registrant", "you" and "your" refers to the Registrant of each domain name registration, "we", "us" and "our" refers to Tucows Domains Inc., and "Services" refers to the domain name registration services provided by us as offered through domainfactory GmbH, the Registration Service Provider ("Reseller"). Any reference to a "registry," "Registry" or "Registry Operator" shall refer to the registry administrator of the applicable top-level domain ("TLD"). This Agreement explains our obligations to you, and explains your obligations to us for the Services. By agreeing to the terms and conditions set forth in this Agreement, you are also agreeing to be bound by the rules and regulations set forth by a registry for that particular registry only.
2. **SELECTION OF A DOMAIN NAME.** You acknowledge and agree that we cannot guarantee that you will obtain a desired domain name, even if an inquiry indicates that a domain name is available at the time of your application. You represent that, to the best of the your knowledge and belief, neither the registration of the domain name nor the

manner in which you intend to use it, infringes upon the legal rights of a third party and further, that the domain name is not being registered for, nor shall it at any time whatsoever be used for, any unlawful purpose. During the period following registration of a domain name and the appointment of active name servers, we may post a stagnant web page and any revenues generated from same shall be for our own account.

3. **FEES.** As consideration for the Services, you agree to pay Reseller the applicable service(s) fees prior to the effectiveness of a desired domain name registration or any renewal thereof. All fees payable hereunder are non-refundable even if your domain name registration is suspended, cancelled or transferred prior to the end of your current registration term. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process, and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You represent that the Account Information and all other statements put forth in your application are true, complete and accurate. Both Tucows and each registry reserves the right to terminate your domain name registration if: (i) information provided by you or your agent is false, inaccurate, incomplete, unreliable, misleading or otherwise secretive; or (ii) you have failed to maintain, update and keep your Account Information true, current, complete, accurate and reliable. You acknowledge that a breach of this Section 3 will constitute a material breach of our Agreement, which will entitle either us or a registry to terminate this Agreement immediately upon such breach without any refund and without notice to you.
4. **TERM.** This Agreement will remain in effect during the term of your domain name registration as selected, recorded and paid for at the time of registration or any renewal thereof. Should the domain name be transferred to another registrar, the terms and conditions of this Agreement shall cease.
5. **MODIFICATIONS TO AGREEMENT.** You acknowledge that the practice of registering and administering domain names is constantly evolving; therefore, you agree that Tucows may modify this Agreement, or any other related and/or applicable agreement, as is necessary to comply with its agreements with ICANN, a registry or any other entity or individual, as well as to adjust to changing circumstances. All amendments to this Agreement will be posted on our website. Your continued use of the domain name registered to you will constitute your acceptance of this Agreement with any revisions. If you do not agree to any change, you may request that your domain name registration be cancelled or transferred to a different accredited registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.
6. **MODIFICATIONS TO YOUR ACCOUNT.** In order to change any of your account information with us, you must use the Account Identifier and Password that you selected when you opened your account with us. You agree to safeguard your Account Identifier and Password from any unauthorized use. In no event shall we be liable for the unauthorized use or misuse of your Account Identifier or Password.
7. **NO GUARANTEE.** You acknowledge that registration or reservation of your chosen domain name does not confer immunity from objection to the registration, reservation or use of the domain name.
8. **DOMAIN NAME DISPUTES.** You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the dispute policy adopted by the applicable registry. You agree that in the event a

domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the applicable policy. If Tucows is notified that a complaint has been filed with a judicial or administrative body regarding your domain name, Tucows may, at its sole discretion, suspend your ability to use your domain name or to make modifications to your registration records until (i) Tucows is directed to do so by the judicial or administrative body, or (ii) Tucows receives notification by you and the other party contesting your domain that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration or use of your domain name, Tucows may deposit control of your registration record into the registry of the judicial body by supplying a party with a registrar certificate from us.

9. **POLICY.** You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to a Tucows, registry, ICANN or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Tucows, registry, ICANN or government-adopted policy, (1) to correct mistakes by us or a registry in registering the name or (2) for the resolution of disputes concerning the domain name.
10. **AGENCY.** Should you intend to license use of a domain name to a third party you shall nonetheless be the domain name holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You shall accept liability for harm caused by wrongful use of the domain name, unless you promptly disclose the current contact information provided by the licensee and the identity of the licensee to a party providing the Registered Name Holder reasonable evidence of actionable harm. You represent that you will secure the agreement of any third party to the terms and conditions in this Agreement.
11. **ANNOUNCEMENTS.** We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.
12. **LIMITATION OF LIABILITY.** You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for the initial registration of your domain name. Tucows and its directors, employees, affiliates, subsidiaries, agents and third party providers, ICANN and the applicable registries shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will

not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.

13. **INDEMNITY.** You agree to release, indemnify, and hold Tucows, its contractors, agents, employees, officers, directors and affiliates, ICANN, the applicable registries and their respective directors, officers, employees, agents and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties arising out of or relating to the registration or use of the domain name registered in your name, whether used by yourself, licensed to a third party or pursuant to the Whois Privacy Service, including without limitation infringement by you or a third party with access to your Account Identifier and Password. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in the suspension or cancellation of your domain name. This indemnification obligation will survive the termination or expiration of this Agreement.
14. **TRANSFER OF OWNERSHIP.** The person named as Registrant on the Whois shall be the registered name holder. The person named as administrative contact at the time the controlling account identifier and password are secured shall be deemed the designate of the Registrant with the authority to manage the domain name. You agree that prior to transferring ownership of your domain name to another person (the "Transferee") you shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.
15. **RENEWALS AND FORFEITURE.** Domain names are registered for a finite period of time. You will receive reminders immediately prior to the expiration of your registration inviting you to renew your domain name and specifying the amount of time you have to renew your domain name. In the event that you fail to renew your domain name in a timely fashion, your registration will expire and we may, at our discretion, elect to assume the registration and may hold it for our own account, delete it or we may sell it to a third party. You acknowledge and agree that your right and interest in a domain name ceases upon its expiration and that any expired domain name may be made available for registration by a third party.

If you fail to renew your registration, your domain name may cease to resolve and visitors to your site may be redirected to a default page informing them that the site is no longer in service. This parked or default page may feature advertisements posted by us for our own account.

If we, in our sole discretion, have elected to renew the registration, you will be entitled to a grace period of forty (40) days during which you may re-register the domain name from us. Additional costs for the redemption and re-registration will apply. During this grace period, we may post a parked page and/or may revise the "Whois" registration records to include either our information or that of your Reseller. The domain name also may be listed for auction and promoted as being available for auction. If the name is sold during any such auction, it will be acquired by a third party and will not remain available for re-

registration by you after our stated grace period. If you do not re-register the domain name during the grace period, the auction sale will be concluded and ownership of the domain transferred to a third party.

If you fail to renew your domain name registration during the grace period, you acknowledge that you have abandoned the domain name and that it is available for sale and registration by any third party.

16. **BREACH.** You agree that failure to abide by any provision of this Agreement, any operating rule or policy or the Dispute Policy provided by us, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within fifteen (15) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.
17. **DISCLAIMER OF WARRANTIES.** You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim 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. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.
18. **INFORMATION.** As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information: (a) your name, postal address, e-mail address, and voice and fax (if available) telephone numbers; (b) the domain name being registered; (c) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name; (d) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name; and (e) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the technical contact for the domain name. Any voluntary information we request is collected in order that we can continue to improve the products and services offered to you through your Reseller.
19. **DISCLOSURE AND USE OF REGISTRATION INFORMATION.** You agree and acknowledge that we will make domain name registration information you provide available to ICANN, to the registry administrators, law enforcement agencies and to other third parties as applicable. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some or all, of the domain name registration information you provide, for purposes of inspection (such as through our

Whois service) or other purposes as required or permitted by ICANN and applicable laws. (a) You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us. (b) You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your Reseller. (c) We will not process or maintain data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement. (d) We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized disclosure, alteration or destruction of that information.

20. **OBLIGATION TO MAINTAIN WHOIS.** Your wilful provision of inaccurate or unreliable information, your wilful failure promptly to update information provided to us, or any failure to respond to inquiries by us addressed to the email address of the registrant, the administrative, billing or technical contact appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with the registration shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by ICANN or an applicable registry policy.
21. **REVOCATION.** We, in our sole discretion, reserve the right to deny, cancel, suspend, transfer or modify any domain name registration to correct a mistake, protect the integrity and stability of the company and any applicable 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. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or cancel, suspend, transfer or modify your domain name registration.
22. **INCONSISTENCIES WITH REGISTRY POLICIES.** In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of an applicable registry, the term, condition, policy or procedure of the applicable registry shall prevail.
23. **NON-WAIVER.** Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
24. **NOTICES.** Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to be given when an electronic confirmation of delivery has been obtained by the sender. E-mail notification to Tucows must be sent to lhutz@tucows.com. Any notice to you will be sent to the e-mail address provided by you in your Whois record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given five (5)

business days after the date of mailing Postal notices to Tucows shall be sent to:
Tucows Domains Inc.
Registrant Affairs Office
96 Mowat Avenue
Toronto, Ontario M6K 3M1
CANADA

Attention: Legal Affairs

and in the case of notification to you shall be sent to the address specified in the "Administrative Contact" in your Whois record.

25. **ENTIRETY.** You agree that this Agreement, the applicable dispute policy and the rules and policies published by Tucows and any applicable registry or other governing authority, are the complete and exclusive agreement between you and us regarding our Services.
26. **NO THIRD PARTY BENEFICIARIES.** This Agreement shall not be construed to create any obligation by either Tucows or Registrant to any non-party to this Agreement. Enforcement of this Agreement, included any provisions incorporated by reference, is a matter solely for the parties to this Agreement.
27. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.
28. **INFANCY.** You attest that you are of legal age to enter into this Agreement.
29. **FORCE MAJEURE.** You acknowledge and agree that neither we nor the applicable registry shall be responsible for any failures or delays in performing our respective obligations hereunder arising from any cause beyond our reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods.
30. **PRIVACY.** Information collected about you is subject to the terms of Tucows' privacy policy, the terms of which are hereby incorporated by reference. Tucows' privacy policy can be found at: <http://www.opensrs.com/privacy>
31. **CONTROLLING LANGUAGE.** In the event that you are reading this Agreement in a language other than the English language, you acknowledge and agree that the English language version hereof shall prevail in case of inconsistency or contradiction in interpretation or translation.
32. **TLD'S.** The following additional provisions apply to any domain names that you register through Tucows with the various registries:
 - a. **.com/net Domains:** In the case of a ".com" or ".net" registration, the following terms and conditions will apply:
 - i. **Submission to UDRP.** Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry; these policies are subject to modification;
 - ii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other

potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

- b. .org Domains: In the case of a ".org" registration, the following terms and conditions will apply:
 - i. Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry. These policies are subject to modification;
 - ii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.
- c. .info Domains: In the case of a ".info" registration, the following terms and conditions will apply:
 - i. Registrant's Personal Data. You consent to the use, copying, distribution, publication, modification, and other processing of Registrant's personal data by Afiliias, the .INFO registry, and its designees and agents, in a manner consistent with the purposes specified pursuant to its contract;
 - ii. Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry. These policies are subject to modification;
 - iii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario;
 - iv. Reservation of Rights. Tucows and Afiliias expressly reserve the right to deny, cancel, transfer, or modify any registration that either registrar or Afiliias deems necessary, at its discretion, to protect the integrity and stability of the registry, to comply with any applicable law, any government rule or requirement, any request of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of the registrar and/or Afiliias, as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. The registrar and Afiliias also reserve the right to suspend a domain name or its registration data during resolution of a dispute.
- d. .biz Domains. In the case of a ".biz" registration, the following terms and conditions will apply:
 - i. .biz Restrictions. Registrations in the .biz top-level domain must be used or intended to be used primarily for bona fide business or commercial purposes. For the purposes of the .biz registration restrictions, "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics

or other information thereon, to permit Internet users to access one or more host computers through the DNS: (A) to exchange goods, services, or property of any kind; (B) in the ordinary course of business; or (C) to facilitate (i) the exchange of goods, services, information or property of any kind; or (ii) the ordinary course of trade or business.

For more information on the .biz restrictions, which are incorporated herein by reference, please see:

<http://www.icann.org/tlds/agreements/biz/registry-agmt-appl-18apr01.htm>.

- ii. Selection of a Domain Name. You represent that: (A) the data provided in the domain name registration application is true, correct, up to date and complete, and that you will continue to keep all of the information provided correct, up-to-date and complete; (B) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party; (C) that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever; (D) the registered domain name will be used primarily for bona fide business or commercial purposes and not (a) exclusively for personal use, or (b) solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation; (E) you have the authority to enter into this Registration Agreement; and (F) the registered domain name is reasonably related to your business or intended commercial purpose at the time of registration.
- iii. Provision of Registration Data. As part of the registration process, you are required to provide us with certain information and to keep the information true, current, complete, and accurate at all times. The information includes the following: (A) your full name; (B) your postal address; (C) your e-mail address; (D) your voice telephone number; (E) your fax number (if applicable); (F) the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation; (G) the IP addresses of the primary nameserver and any secondary nameserver for the domain name; (H) the corresponding names of the primary and secondary nameservers; (I) the full name, postal address, e-mail address, voice telephone number, and, when available, fax number of the administrative, technical, and billing contacts, and the name holder for the domain name; and (J) any remark concerning the domain name that should appear in the Whois directory. (K) You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN and/or registry policies, and may be sold in bulk in accordance with the ICANN agreement.
- iv. Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement: (A) The Uniform Domain Name Dispute Resolution Policy ("Dispute Policy"), available at: <http://www.icann.org/dndr/udrp/policy.htm>; (B) The Restrictions Dispute Resolution Criteria and Rules ("RDRP"), available at:

<http://www.icann.org/tlds/agreements/biz/registry-agmt-appm-27apr01.htm>; (collectively, the "Dispute Policies").

- v. The Dispute Policy sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry or Registrar over the registration and use of an Internet domain name registered by Registrant.
 - vi. The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be endorsed on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider.
 - vii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.
- e. .name Domains. In the case of a ".name" registration, the following terms and conditions will apply:
- i. .name Restrictions. Registrations in the .name top-level domain must constitute an individual's "Personal Name". For purposes of the .name restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.
 - ii. .name Representations. As a .name domain name registrant, you hereby represent that: (A) the registered domain name or second level domain ("SLD") e-mail address is your Personal Name. (B) the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all of the information provided correct, current and complete, (C) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party; (D) that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever; (E) the registration satisfies the Eligibility Requirements found at: <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-8aug03.htm>; and (F) you have the authority to enter into this Registration Agreement.
 - iii. E-mail Forwarding Services. The Services for which you have registered may, at your option, include e-mail forwarding. To the extent you opt to use e-mail forwarding, you are obliged to do so in accordance with all applicable legislation and are responsible for all use of e-mail forwarding, including the content of messages sent through e-mail forwarding. You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and e-mail usage. Without prejudice to the foregoing, you undertake not to use e-mail forwarding: (A) to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening,

obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material; (B) to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network; (C) to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, wilful attempts to overload another system or other forms of harassment; or (D) for spamming, which includes, but is not restricted to, the mass mailing of unsolicited e-mail, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such distribution list. Users are not permitted to provide false names or in any other way to pose as somebody else when using e-mail forwarding.

- iv. Registry reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry's e-mail forwarding. However, due to the nature of such systems, which actively block messages, Registry shall make public any decision to implement such systems a reasonable time in advance, so as to allow you or us to give feedback on the decision.
- v. You understand and agree that Registry may delete material that does not conform to clause (c) above or that in some other way constitutes a misuse of e-mail forwarding. You further understand and agree that Registry is at liberty to block your access to e-mail forwarding if you use e-mail forwarding in a way that contravenes this Agreement. You will be given prior warning of discontinuation of the e-mail forwarding unless it would damage the reputation of Registry or jeopardize the security of Registry or others to do so. Registry reserves the right to immediately discontinue e-mail forwarding without notice if the technical stability of e-mail forwarding is threatened in any way, or if you are in breach of this Agreement. On discontinuing e-mail forwarding, Registry is not obliged to store any contents or to forward unsent e-mail to you or a third party.
- vi. You understand and agree that to the extent either we and/or Registry is required by law to disclose certain information or material in connection with your e-mail forwarding, either we and/or Registry will do so in accordance with such requirement and without notice to you.
- vii. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the dispute policy that is incorporated herein and made a part of this Agreement by reference. You hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement. (A) the Eligibility Requirements (the "Eligibility Requirements"), available at: <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-8aug03.htm>; (B) the Eligibility Requirements Dispute Resolution Policy

(the "ERDRP"), available at:
<http://www.icann.org/tlds/agreements/name/registry-agmt-appm-8aug03.htm>; and (C) the Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available at:
<http://www.icann.org/dndr/udrp/policy.htm>

- viii. The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD e-mail addresses will be granted on a first-come, first-served basis. The following categories of Personal Name Registrations may be registered: (i) the Personal Name of an individual; (ii) the Personal Name of a fictional character, if you have trademark or service mark rights in that character's Personal Name; (iii) in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of the Personal Name so as to differentiate it from other Personal Names.
 - ix. The ERDRP applies to challenges to (i) registered domain names and SLD e-mail address registrations within .name on the grounds that a Registrant does not meet the Eligibility Requirements, and (ii) to Defensive Registrations (as defined by the Registry) within .name.
 - x. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and party other than the Registry or Tucows over the registration and use of an Internet domain name registered by a Registrant.
 - xi. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.
- f. .at Domains. In the case of a ".at" registration, the following terms and conditions will apply:
- i. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.nic.at/en/service/legal_information/terms_conditions/. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
- g. .be Domains. In the case of a ".be" registration, the following terms and conditions will apply:
- i. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.dns.be/en/home.php?n=121>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name

registration by following the appropriate Registry policy regarding such cancellation.

- ii. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .be Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.dns.be/en/home.php?n=53>.
- h. .ca Domains. In the case of a ".ca" registration, the following terms and conditions will apply:
 - i. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy, which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://cira.ca/assets/Documents/CDRPolicy.pdf>. Please take the time to familiarize yourself with this policy.
 - ii. Registry Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Registry-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Registry adopted policy, (1) to correct mistakes by Tucows or the Registry in registering the name or (2) for the resolution of disputes concerning the domain name.
 - iii. Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with registry policies and procedures.
 - iv. Registry Agreement and Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by the Registry's Registrant Agreement, the Registry's policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://cira.ca/assets/Documents/Legal/Registrars/registraragreement.pdf>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry agreement or policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
 - v. You acknowledge and agree that the Registry shall not be liable to you for any loss, damage, or expense arising out of the Registry's failure or refusal to register a domain name, its failure or refusal to renew a domain name registration, its registration of a domain name, its failure or refusal to renew a domain name registration, its renewal of a domain name registration, its failure or refusal to transfer a domain name registration, its transfer of a domain name registration, its failure or refusal to maintain or modify a domain name registration, its maintenance of a domain name registration, its modification of a domain name registration, its failure to cancel a domain name registration or its cancellation of a domain name registration from the Registry;

- i. .cc Domains. In the case of a ".cc" registration, the following terms and conditions will apply:
 - i. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at http://www.verisign.com/information-services/naming-services/cctlds/page_042130.html. Please take the time to familiarize yourself with this policy.
 - ii. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at: http://www.verisign.com/information-services/naming-services/cctlds/page_042130.html.
You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
- j. .ch Domains. In the case of a ".ch" registration, the following terms and conditions shall apply:
 - i. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.switch.ch/id/terms>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
 - ii. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .ch Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.switch.ch/id/disputes/rules>. Please take the time to familiarize yourself with this policy.
- k. .cn Domains. In the case of a ".cn" registration, the following terms and conditions shall apply:
 - i. "Registry" means the China Internet Network Information Center, which is the authority responsible for the administration of the national top-level domain of the People's Republic of China and the Chinese domain name system;
 - ii. "Registry Gateway" means the service provided by the Registry Operator that facilitates the registration of .cn domain names by registrars operating outside of the People's Republic of China;

- iii. "Registry Operator" means Neustar, Inc., the company authorized to facilitate the registration of .cn domain names by registrars operating outside of the People's Republic of China.
- iv. Restrictions. You agree that you shall not register or use a domain name that is deemed by CNNIC to: (A) be against the basic principles prescribed in the Constitution of the Peoples Republic of China ("PRC"); (B) jeopardize national security, leak state secrets, intend to overturn the government or disrupt the integrity of the PRC; (C) harm national honour and national interests of the PRC; (D) instigate hostility or discrimination between different nationalities or disrupt the national solidarity of the PRC; (E) spread rumours, disturb public order or disrupt social stability of the PRC; (F) spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC; (G) insult, libel against others and infringe other people's legal rights and interests in the PRC; or (H) take any other action prohibited in laws, rules and administrative regulations of the PRC.
- v. Business or Organization Representation. .cn domain name registrations are intended for businesses and organizations and not for individual use. By registering a .cn name, you accordingly represent that you have registered the domain name on behalf of a business or organization. It should be noted that, although .cn policy is permissive in terms of registration, and enforcement is generally in reaction to a complaint (as opposed to proactive review), registrations that are not associated with an organization or business may be subject to deletion. The foregoing prevents an individual from registering a .cn domain name for a business operating as a sole proprietorship.
- vi. Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the CNNIC Domain Name Dispute Policy & Rules for CNNIC Dispute Resolution Policy ("Dispute Policy"), as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement. The Dispute Policy is currently found at:
<http://www.cnnic.net.cn/html/Dir/2003/11/27/1526.htm>.
- vii. You acknowledge that, pursuant to the Dispute Policy, Registrars must comply with all reasonable requests from the applicable domain name dispute resolution institutions including the provision of all relevant evidence in any domain name disputes in the specified time frames.
- viii. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain

name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

- ix. Adherence to Policies. You agree to comply with all applicable laws, regulations and policies of the Peoples Republic of China's governmental agencies and the China Internet Network Information Centre ("CNNIC"), including but not limited to the following rules and regulations: (A) Provisional Administrative Rules for Registration of Domain Names in China (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1520.htm>); (B) Detailed Implementation Rules for Registration of Domain Names in China (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1522.htm>); (C) Chinese Domain Names Dispute Resolution Policy (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1526.htm>); and (D) CNNIC Implementing Rules of Domain Name Registration (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1503.htm>).
You acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the CNNIC, as they may be amended from time to time.
 - x. Suspension and Cancellation. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Tucows, Registry Operator, CNNIC or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a CNNIC or government-adopted policy, (1) to correct mistakes by a party in registering the name, (2) for the resolution of disputes concerning the domain name, (3) to protect the integrity and stability of the registry, (4) to comply with any applicable laws, government rules or requirements, requests of law enforcement, (5) to avoid any liability, civil or criminal, on the part of Tucows, Registry Operator or CNNIC, as well as their affiliates, subsidiaries, directors, representatives, employees and stockholders or (6) for violations of this Agreement. Tucows, Registry Operator and CNNIC also reserve the right to "freeze" a domain name during the resolution of a dispute.
 - xi. Jurisdiction. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) where Tucows is located, and (3) the People's Republic of China.
 - xii. Governing Law. For the adjudication of a dispute concerning or arising from use of a .cn domain, such dispute will be governed under the Laws of the Peoples Republic of China.
1. .de Domains. In the case of a ".de" registration, the following terms and conditions will apply:
 - i. Selection of a Domain Name. You represent that: (A) you have reviewed and have accepted the Registry's Terms and Conditions and the Registry's Guidelines and have provided your Reseller with written confirmation of same; you have reviewed and have accepted the Registry's Terms and Conditions and the Registry's Guidelines and have provided your Reseller with written confirmation of same; (B) either you, or the person designated

as the administrative contact for the domain name, shall be resident or shall have a branch in Germany; (C) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.

- ii. Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law.
- iii. Registry Policies. You agree to be bound by the Registry's Registration Terms and Conditions and the Registration Guidelines. English language translations of the Registry's documents are provided for convenience; in the event of a discrepancy between the English and the German language agreements, the terms of the German agreement will prevail. The Registry documents may be found at: English: (A) Registration Terms and Conditions <http://www.denic.de/en/bedingungen.html>; (B) Registration Guidelines <http://www.denic.de/en/richtlinien.html>; German: (C) DENIC-Registrierungsbedingungen <http://www.denic.de/de/bedingungen.html> (D) DENIC-Registrierungsrichtlinien <http://www.denic.de/de/richtlinien.html>
- m. .eu domains. In the case of a ".eu" registration, the following terms and conditions will apply:
 - i. Eligibility Criteria. .eu domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are: (A) an undertaking having its registered office, central administration or principal place of business within the European Community; (B) an organization established within the European Community without prejudice to the application of national law, or (C) a natural person resident within the European Community.
 - ii. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website. Registration policies of the Registry and the terms and conditions applicable to your .eu registration may be found at: http://www.eurid.eu/files/docs/trm_con_EN.pdf. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
 - iii. Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law.

- n. .fr Domains. In the case of a ".fr" registration, the following terms and conditions will apply:
- i. Representation of Registrant. .fr domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are: (A) A legal entity: (I) whose head office is in France; (or), (II) which possess an address in France which is expressly listed in the public electronic databases of the registrars of the commercial courts or the National Statistical and Economic Studies Institute (INSEE), (or), (III) State institutions or departments, local authorities or associated establishments, (or), (IV) which own a trademark registered with the National Intellectual Property Institute or own a registered EU or international trademark which expressly includes French territory.
 - ii. Administrative Contact. Each registrant must designate an administrative contact to act as a coordinator between the registrant and the Registry. In the case of .fr registrations, the administrative contact must be based in France where it can receive legal and other documents.
 - iii. Registry Policies. You agree to be bound by the Registry's Naming Charter, its registration rules for .fr. English language translations of the Registry's documents are provided for convenience. The Registry documents may be found at: <http://www.afnic.fr/obtenir/chartes/nommage-fr>.
 - iv. Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. The current .fr dispute resolution policy and procedures can be found at <http://www.afnic.fr/doc/ref/juridique/parl>. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law.
- o. .it Domains. In the case of a ".it" registration, the following terms and conditions shall apply:
- i. Registration Criteria. Registration of an .it name is restricted to subjects belonging to a member state of the European Union. Individuals and associations operating without a VAT number or a fiscal code are limited to a single domain name registration.
 - ii. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.nic.it/NA/regole-naming-curr-engl.txt>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation. Additional policies, including transfer procedures and "netiquette" rules may be found at <http://www.nic.it/NA/index-engl.html>.

- p. .nl Domains. In the case of a ".nl" registration, the following conditions shall apply:
- i. Registration Criteria. Registration of a .nl domain name is unrestricted save and except that applicants who are not based in the Netherlands or who do not have a registered address in the Netherlands must provide an address in the Netherlands where written documents can be sent to the applicant and where legal summonses can be served.
 - ii. Registry Policies. You agree to be bound by the policies of the Registry including but not limited to the Registry's Registration Regulations. English language translations of the Registry's documents are provided for convenience and may be found at:
https://www.sidn.nl/fileadmin/docs/PDF-files_UK/General%20Terms%20and%20Conditions%20for%20.nl%20Registrants.pdf.
You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. The current .nl dispute resolution policy and procedures can be found at <https://www.sidn.nl/en/about-nl/disputes-and-complaints/>.
You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law.
- q. .tv Domains. In the case of a ".tv" registration, the following terms and conditions will apply:
- i. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another Registrar, you agree to be bound by the Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.icann.org/dndr/udrp/policy.htm>. Please take the time to familiarize yourself with this policy.
 - ii. Policy. You agree that your registration of the .tv domain name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN or government adopted policy, or pursuant to any Registrar or registry procedure not inconsistent with an ICANN or government-adopted policy, (1) to correct mistakes by us or the applicable Registry in registering the name or (2) for the resolution of disputes concerning the domain name. You acknowledge that you have reviewed the .tv General Terms of Service which may be found at <http://www.verisign.com/information-services/naming-services/cctlds/index.html> and expressly agree to the terms outlined therein.
- r. .uk Domains. In the case of a .uk registration, the following terms and conditions will apply:
- i. "Nominet UK" means the entity granted the exclusive right to administer the registry for .uk domain name registrations.
 - ii. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy which is

incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at:

<http://www.nominet.org.uk/disputes/>. Please take the time to familiarize yourself with this policy.

Nominet UK Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Nominet UK-adopted policy, term or condition, or pursuant to any registrar or registry procedure not inconsistent with an Nominet UK-adopted policy, (1) to correct mistakes by a registrar or the registry in registering the name, or (2) for the resolution of disputes concerning the domain name. The current Nominet UK terms and conditions can be found at: <http://www.nominet.org.uk/disputes/terms/>

When you submit a request for a domain name registration with Tucows and/or Reseller, you will be entering into two contracts - one contract with Tucows and/or Reseller and one contract with Nominet UK.

Tucows and your Reseller will act as agents on your behalf by submitting your application to Nominet for you, however, you will still be entering into a direct contract between you and Nominet UK. This is a separate contract from this agreement; may be found at

<http://www.nominet.org.uk/nominet-terms>. Tucows and Reseller must also make you aware that by accepting Nominet's terms and conditions you are consenting to Nominet using your personal data for a variety of reasons. In particular, your name and address may be published as part of Nominet's Whois look-up service.

- iii. Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with Nominet UK policies and procedures.

s. .us Domains. In the case of a ".us" registration, the following terms and conditions will apply:

- i. "DOC" means the United States of America Department of Commerce.
- ii. ".us Nexus Requirement". Only those individuals or organizations that have a substantive lawful connection in the United States are permitted to register for .usTLD domain names. Registrants in the .usTLD must satisfy the nexus requirement ("Nexus" or "Nexus Requirements") set out at: http://www.neustar.us/content/download/2659/32865/ustld_nexus_requirements.pdf.
- iii. Selection of a Domain Name. You certify and represent that: (A) You have and shall continue to have, a bona fide presence in the United States on the basis of real and substantial lawful contacts with, or lawful activities in, the United States as defined in Section (ii) hereinabove; (B) The listed name servers are located within the United States; (C) The data provided in the domain name registration application is true, correct, up to date and complete, and that you will continue to keep all of the information provided correct, up-to-date and complete; (D) To the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party; (E) That the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful

- purpose whatsoever; (F) You have the authority to enter into this Registration Agreement.
- iv. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy and the usDRP, as defined below, that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with these policies.
 - v. Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement: (A) The Nexus Dispute Policy ("Dispute Policy"), available at: http://www.neustar.us/content/download/2666/32893/nexus_dispute_policy.pdf. The Dispute Policy will provide interested parties with an opportunity to challenge a registration not complying with the Nexus Requirements. (B) The usTLD Dispute Resolution Policy ("usDRP") available at: <http://www.neustar.us/content/download/2665/32889/usdrp.pdf>. The usDRP is intended to provide interested parties with an opportunity to challenge a registration based on alleged trademark infringement. (C) In addition to the foregoing, you agree that, for the adjudication of disputes concerning or arising from use of the Registered Name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (i) of your domicile, (ii) where Tucows is located, and (iii) the United States.
 - vi. Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Tucows, Registry Operator, the DOC or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a DOC or government-adopted policy, (1) to correct mistakes by us or the applicable Registry in registering the name or (2) for the resolution of disputes concerning the domain name. The Registry Operator's policies can be found at <http://www.neustar.us/policies>.
 - vii. Indemnity. The DOC shall be added to the parties you have agreed to indemnify in Section 13 hereinabove.
 - viii. Information. As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information: (A) Your full name, postal address, e-mail address and telephone number and fax number (if available) (or, if different, that of the domain name holder); (B) The domain name being registered; (C) The name, postal address, e-mail address, and telephone number and fax number (if available) telephone numbers of the administrative contact, the technical contact and the billing contact for the domain name; (D) The IP addresses and names of the primary nameserver and any secondary nameserver(s) for the domain name;

- ix. In addition to the foregoing, you will be required to provide additional Nexus Information. The Nexus Information requirements are set out at http://www.neustar.us/content/download/2659/32865/ustld_nexus_requirements.pdf. Any other information, which we request from you at registration, is voluntary. Any voluntary information we request is collected for the purpose of improving the products and services offered to you through your Reseller.
- x. Disclosure and Use of the Registration Information. You agree and acknowledge that we will make domain name registration information you provide available to the DOC, to the Registry Operator, and to other third parties as applicable. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our Whois service) or other purposes as required or permitted by the DOC and applicable laws. You hereby consent to any and all such disclosures and use of information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us. You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your Reseller.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized accessor disclosure, alteration or destruction of that information.
- t. .asia Domains. In the case of a .asia registration, the following terms apply:
 - i. The Registered Name Holder/Registrant consents to the use, copying, distribution, publication, modification and other processing of its Personal Data by DotAsia Organisation Limited and its designees and agents in a manner consistent with the purposes specified pursuant to the Registry-Registrar Agreement and with relevant mandatory local data protection, laws and privacy.
 - ii. The Registered Name Holder/Registrant agrees to correct and update the registration information for the Registered Name immediately during the registration term for the Registered Name.
 - iii. In addition to the complying with the Registrar's policies, the Registered Name Holder/Registrant* agrees to comply with those ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator DotAsia Organisation Limited has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.

- iv. The Registered Name Holder/Registrant agrees to comply with all the operational standards, policies, procedures, and practices for the .ASIA Registry as established from time to time in a non-arbitrary manner by DotAsia Organisation Limited ("ASIA Registry Policies"). The Registered Name Holder/Registrant acknowledges that ASIA Registry Policies are applicable to all registrars and/or registered name holders/registrants. Any changes of the ASIA Registry Policies by the DotAsia Organisation Limited that are consistent with the Registry Agreement shall be effective upon thirty (30) days' notice by DotAsia Organisation Limited to Registrar. The Registered Name Holder/Registrant further agrees to be bound by the terms and conditions as set down by DotAsia Organisation Limited during the initial launch and the general operations of the ASIA TLD, including without limitation its Start-Up Policies where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.
- v. The Registered Name Holder/Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP"). The Registered Name Holder/Registrant agrees to submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia Organisation Limited from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the ASIA Registry.
- vi. The Registered Name Holder/Registrant acknowledges and agrees to comply with the ASIA Charter Eligibility Requirement. The Registered Name Holder/Registrant* acting as Registrant Contact represents and warrants that it has made known to the Charter Eligibility Declaration Contact (the "CED Contact"), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the Registered Name Holder/Registrant's* legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited's ASIA Charter Eligibility Requirement Policy published from time to time. Registered Name Holder/Registrant acting as Registrant Contact agrees that it has obtained an agreement from the CED Contact that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.
- vii. The Registered Name Holder/Registrant agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry Operator DotAsia Organisation Limited and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's

domain name registration and or use. Notwithstanding the other provisions in this Agreement, the Registered Name Holder agrees that this indemnification obligation shall survive the termination or expiration of this registration agreement.

- viii. The Registered Name Holder/Registrant acknowledges and agrees that DotAsia Organisation Limited and Registry Services Provider, acting in consent with DotAsia Organisation Limited, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of DotAsia Organisation Limited as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein: or (v) to correct mistakes made by DotAsia Organisation Limited, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia Organisation Limited also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.
- ix. Notwithstanding anything in this Agreement to the contrary, DotAsia Organisation Limited, the Registry Operator of the .ASIA TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of DotAsia Organisation Limited have vested and that it has relied on its third party beneficiary rights under this Agreement in agreeing to Tucows being a registrar for the .ASIA TLD. Additionally, the third party beneficiary rights of DotAsia Organisation Limited shall survive any termination or expiration of this Agreement.
- x. The Registered Name Holder/Registrant acknowledges that in the event of conflict between this section of the Agreement and other sections of the same, this section shall prevail.
- xi. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.
- u. .li Domains. In the case of a .li registration, the following terms and conditions shall apply:
 - i. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.switch.ch/id/terms>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

- ii. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .ch Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.switch.ch/id/disputes/rules>. Please take the time to familiarize yourself with this policy.
- v. .me Domains. In the case of a .me registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.nic.me/policies/>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
 - Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .me Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.nic.me/policies/>. Please take the time to familiarize yourself with this policy.
- w. .tel Domains. In the case of a .tel registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://telnic.com/downloads/AUP.pdf>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
 - i. Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry. These policies are subject to modification;
 - ii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.
- x. .mobi Domains. In the case of a .mobi registration, the following terms and conditions shall apply:

- . Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://dotmobi.com/>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
- i. Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry. These policies are subject to modification;
- ii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.
- y. .in Domains. In the case of a ".in" registration, the following terms and conditions shall apply:
 - . Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.registry.in/policies>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
- z. .bz Domains. In the case of a ".bz" registration, the following terms and conditions shall apply:
 - . Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.afilias-grs.info/bz-belize>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
- aa. .ws Domains. In the case of a ".ws" registration, the following terms and conditions shall apply:
 - . Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.worldsite.ws/legal/index.dhtml?url=worldsite.ws>. You are

responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

bb. .co and .com.co, .net.co, .nom.co Domains. In the case of a ".com.co" or ".net.co" or ".nom.co" registration, the following terms and conditions shall apply:

- . Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.cointernet.co/domain/policies-procedures>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

cc. .com.au, .net.au, .org.au, .asn.au, .id.au Domains. In the case of a .com.au, .net.au, .org.au, .asn.au, .id.au registration, the following terms and conditions shall apply:

- . auDA AND REGISTRAR'S AGENCY: (1) In this agreement, auDA means .au Domain Administration Limited ACN079 009 340, the .au domain names administrator.

The Registrar acts as agent for auDA for the sole purpose, but only to the extent necessary to enable auDA to receive the benefit of rights and covenants conferred to it under this agreement. auDA is an intended third party beneficiary of this agreement.

- i. auDA PUBLISHED POLICY: (1) In this clause, auDA Published Policies means those specifications and policies established and published by auDA from time to time at <http://www.auda.org.au/> (2) Registrant must comply with all auDA Published Policies, as if they were incorporated into, and form part of, this agreement. In the event of any inconsistency between any auDA Published Policy and this agreement, then the auDA Published Policy will prevail to the extent of such inconsistency.
- ii. Registrant acknowledges that under the auDA Published Policies: (1) there are mandatory terms and conditions that apply to all domain names licences, and such terms and conditions are incorporated into, and form part of, this agreement; and (2) Registrant is bound by, and must submit to, the .au Dispute Resolution Policy; and (3) auDA may delete or cancel the registration of a .au domain name.
- iii. auDA'S LIABILITIES AND INDEMNITY: (1) To the fullest extent permitted by law, auDA will not be liable to Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss or profit, loss or corruption of data, business interruption or indirect costs) suffered by Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors. (2) Registrant agrees to indemnify, keep indemnified and hold auDA, its

employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Registrant's registration or use of its .au domain name. (3) Nothing in this document is intended to exclude the operation of Trade Practices Act 1974.

dd. .xxx Domains. In the case of a ..xxx. registration, the following terms and conditions shall apply:

- . Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://icmregistry.com/policies/registry-registrant-agreement/> You are responsible for monitoring the Registry.s site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
- i. Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry. These policies are subject to modification;
- ii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

ee. .pro Domains. In the case of a ..pro. registration, the following terms and conditions shall apply:

- . Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.registry.pro/legal/user-terms>

You are responsible for monitoring the Registry.s site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

- i. Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy (.UDRP.) (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry; these policies are subject to modification;
- ii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of

the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

- ff. **Additional ccTLD Policies.** Additional registry policies may apply for ccTLDs. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are referenced at <http://www.tucowsdomains.com/domaininfo/cctld-registry-policies/>
33. **WHOIS PRIVACY SERVICE.** The following terms and conditions will apply if you subscribe to the Whois Privacy Service:
- a. Subscribers to the Whois Privacy Service have elected to include the following information in the publicly available Whois Registry:
 - (i) Contact Privacy Inc. Customer #####, where ##### is an individual customer identification number which is unique per domain name, shall appear as the Registrant and Contacts name(s);
 - (ii) Tucows' postal address and a Tucows assigned email address and telephone number shall appear on behalf of the Registrant and the Contact(s);
 - (iii) The primary and secondary nameservers shall be those designated by the Registrant;
 - (iv) The original date of registration and the expiration of each domain name;
 - (v) Tucows will be identified as the registrar of record.
 - b. You understand and agree that the Registrant and Contact Information that you have provided will be kept on file. You further agree and warrant that you will ensure that the Whois Information is true, accurate and up to date.
 - c. You will retain complete control over the domain name and its registration records and may suspend and reinstate the Whois Privacy Service at your discretion.
 - d. The Whois Privacy Service may be used with both new and existing domain name registrations. You may use the Whois Privacy Service with respect to a domain name that has been transferred but it will only commence after the transfer has been completed. If you wish to transfer the domain name to a different registrar, the Whois Privacy Service must be disabled in order to initiate the transfer.
 - e. We will send all obligatory renewal and transfer related messages to the Contacts you have designated.
 - f. **Communications Forwarding.** Communications received with respect to a particular domain name registration will be handled as follows: (i) We will forward to you or a Contact all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to you or your Contact. Regular postal mail will be discarded or returned to sender at our discretion. (ii) Email correspondence will be forwarded, only if submitted via the contactprivacy.com website, to the address as it appears in Tucows records. (iii) A voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.com web site where written messages will be forwarded according to your instructions. (iv) We will only be responsible for forwarding communications where our details have appeared in the whois and when your Whois Information is accurate, complete and up to date.
 - g. **Right to Suspend and Disable.** We shall have the right, at our sole discretion and without liability to you or any of your Contacts, suspend or cancel your domain name and to reveal Registrant and Contact Whois Information in certain

circumstances, including but not limited to the following: (i) when required by law; (ii) in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law; (iii) to comply with a legal process served upon Tucows; (iv) to resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy; (v) to avoid financial loss or legal liability (v) to avoid financial loss or legal liability; (vi) if we believe that you or one of your Contacts is using the Whois Privacy Service to conceal involvement with illegal, illicit, objectionable or harmful activities; or (vii) to transmit SPAM, viruses, worms or other harmful computer programs.

- h. You understand and agree that, in the event that we receive a formal complaint, notice of claim or UDRP, that we will have the right to disable the Whois Privacy Service pending final disposition of the matter.

ACCEPTANCE OF AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.



Datenschutzbestimmungen

Gerade im Internet ist das Thema Datenschutz natürlich ganz besonders wichtig. Wir legen als Qualitätsanbieter allergrößten Wert auf den Schutz und die Sicherheit Ihrer Daten. Gerne möchten wir die Gelegenheit wahrnehmen und Sie nachfolgend ausführlich darüber informieren, mit welcher Sorgfalt und Gewissenhaftigkeit Ihre Daten bei uns behandelt werden.

Sollten Sie zum Thema Datenschutz weitere Fragen haben, welche Ihnen in unseren Datenschutzzinformationen nicht beantwortet werden konnten, steht Ihnen unser Kundensupport selbstverständlich jederzeit gerne zur Verfügung.

Bestandsdaten:

Bei Ihrer ersten Bestellung erfassen wir Ihre personenbezogenen Daten über unser automatisiertes Bestellsystem. Selbstverständlich erfolgt die Datenübertragung hierbei ausschließlich über eine verschlüsselte Verbindung.

Im Einzelnen werden folgende Bestandsdaten erfasst:

- Anrede
- Vorname ,Nachname
- Firma (freigestellt)
- Strasse, Hausnummer
- Postleitzahl, Ort
- Telefon
- Fax (freigestellt)
- Ihre E-Mail Adresse
- Ihr Geburtsdatum

Diese Daten werden bei uns zentral erfasst und für die Abwicklung des Vertragsverhältnisses genutzt.

Einsatz von Cookies

Bei Aufgabe einer Bestellung wird auf Ihrem Computer unter Umständen ein sogenannter "Cookie" gespeichert. Dieser dient selbstverständlich nicht der Auswertung Ihres Nutzerverhaltens o.ä. Vielmehr ist es durch diesen Cookie möglich, Ihre persönlichen Daten bei zukünftigen Bestellungen automatisch in die Eingabemaske eintragen zu lassen. Weiterhin setzen wir Cookies in Ihrem Kundenmenü ein, um Ihre Autorisierung sicherzustellen. Auch hierbei gilt natürlich: Wir werten den Cookie nicht aus, um Nutzerprofile oder dergleichen zu erstellen!

Dauer der Datenspeicherung

Die Bestandsdaten werden spätestens mit Ablauf des auf die Beendigung des Vertragsverhältnisses folgenden Kalenderjahres gelöscht, sofern dem im Einzelfall nicht besondere Gründe entgegen stehen. Soweit Kunden gegen die Höhe der in der Rechnung gestellten Leistungsentgelte Einwendungen erhoben haben, dürfen die Abrechnungsdaten gespeichert werden, bis die Einwendungen abschliessend geklärt sind. Ferner können Bestandsdaten bis zum Ablauf von zwei Jahren gespeichert bleiben, sofern Beschwerdebearbeitungen sowie sonstige Gründe einer ordnungsgemässen Abwicklung des Vertragsverhältnisses dies erfordern. Im Übrigen darf die Löschung von Bestands- und Abrechnungsdaten unterbleiben, soweit dies gesetzliche Regelungen vorsehen oder die Verfolgung von Ansprüchen dies erfordert.

Sicherung von gespeicherten Daten

Ein Zugriff auf Ihre in unserer Datenbank gespeicherten Daten erfolgt von uns selbstverständlich nur über eine verschlüsselte Verbindung. Dritte haben somit keine Möglichkeit, diese Daten einzusehen oder zu nutzen.

Durch den Einsatz modernster Firewallsysteme sorgen wir für den grösstmöglichen Schutz Ihrer Daten.

Auch der gesamte Bestellvorgang über unsere Homepage sowie die Nutzung des Kundenmenüs erfolgt ausschliesslich über eine SSL-verschlüsselte Verbindung.

Umfang der erfassten Nutzdaten

Bei jeder Aufgabe einer Bestellung oder der Nutzung des Kundenmenüs wird Ihre aktuelle IP-Adresse zusammen mit der aktuellen Uhrzeit, dem Datum und der von Ihnen durchgeführten Aktion von uns gespeichert. Diese Daten werden selbstverständlich nicht zur Erstellung von Nutzerprofilen oder dergleichen verwendet. Sie können jedoch auf Anordnung eines ordentlichen Gerichts, bei Aufforderung durch eine Ermittlungsbehörde oder zu Beweis Zwecken genutzt und offengelegt werden.

Auch diese Daten werden spätestens mit Ablauf des auf die Beendigung des Vertragsverhältnisses folgenden Kalenderjahres gelöscht, sofern dem im Einzelfall nicht besondere Gründe entgegen stehen (z.B. Rechtsstreitigkeiten).

Weitergabe von Daten an Domain-Registrierungsstellen

Damit wir die Registrierung Ihrer Domains vornehmen können, müssen wir Ihre Daten an die jeweiligen Registrare der Domains (z.B. DeNic) weiterleiten. Hierbei werden jedoch selbstverständlich nur die absolut notwendigen Personendaten übertragen. Angaben wie z.B. Ihre Bankverbindung erfährt selbstverständlich niemand!

Bitte beachten Sie, dass wir die Weitergabe bestimmter Daten an die Registrare nicht umgehen können. Es handelt sich um Vorschriften der jeweiligen Vergabestellen (z.B. DeNic), auf welche wir keinen Einfluss haben.

Die an die Registrare übermittelten Daten können von Internetnutzern abgefragt und eingesehen werden. Die Registrierungsstellen untersagen jedoch eine kommerzielle oder missbräuchliche Nutzung, weshalb nicht davon auszugehen ist, dass Ihre dort gespeicherten Daten für Werbezwecke oder dergleichen genutzt werden.

Weitergabe von Informationen an Dritte

Für den Fall eines Zahlungsverzugs beauftragen wir unsere Rechtsanwälte mit dem Einzug der fälligen Forderungen. Zu diesem Zweck werden die erforderlichen Daten weitergegeben und von unserem Anwalt unter Einhaltung sämtlicher Datenschutzrichtlinien genutzt.

In absoluten Ausnahmefällen kann es des weiteren möglich sein, dass wir Ihre Daten an Dritte weitergeben, wenn wir uns dieser für die Erfüllung von Vertragsbestandteilen bedienen und die Weitergabe hierzu erforderlich ist. In diesem Fall sorgen wir selbstverständlich dafür, dass auch dieses Unternehmen genauso verantwortungsvoll und vertraulich mit Ihren Daten umgeht wie wir.

Auf Anordnung eines ordentlichen Gerichts, bei Aufforderung durch eine Ermittlungsbehörde oder zu Beweis Zwecken (z.B. bei Verstoß gegen unsere AGB) können die bei uns gespeicherten Daten und Informationen im Rahmen der geltenden Gesetze genutzt und gegenüber Dritten offengelegt werden, sofern dies erforderlich ist.

Wichtig: Ihre Daten werden niemals und unter keinen Umständen an Dritte weitergegeben, sofern dies nicht, wie oben erläutert, unbedingt notwendig ist. Keinesfalls verkaufen wir Ihre Daten, geben sie zu Werbezwecken weiter oder nutzen sie über das erforderliche Mindestmaß hinaus

