

## CENTRALNIC TERMS AND CONDITIONS

The following terms and conditions apply to the registration of domain names, provision of a domain name service and optional additional fees or paid services provided by CentralNic Ltd ("CentralNic") and or other third party providers. These terms are applicable to domain names from ccTLD and gTLD ("TLDs") registries using CentralNic as their Registry Service Provider. For the purposes of these terms and conditions, any references to the registration of a domain name includes, without limitation, the provision of the associated domain name service.

1. You acknowledge that the fulfillment by CentralNic of certain domain name services are subject to oversight by third parties, including, without limitation, the rules, regulations and policies of the Internet Corporation of Assigned Names and Numbers ("ICANN"), the U.S. Department of Commerce, the registry administrators of TLDs and certain contractual agreements between CentralNic and such registry administrators and other service providers (collectively, as they may be amended from time to time, the "Third Party Obligations"). Notwithstanding anything to the contrary herein, CentralNic reserves the right to modify its domain name services in order to comply with any such Third Party Obligations.
2. You must have the right to use the name which will form the prefix of the domain name and which will be issued by CentralNic. By applying to register the domain name you warrant to us that you have that right.
3. By applying to register the domain name you agree to indemnify and to keep CentralNic, and its directors, fully and effectively indemnified at all times against all costs, claims, liabilities, losses, damages, actions and expenses (including without limitation, legal expenses) arising directly or indirectly from the registration and/or any breach by you of any of these terms and conditions.
4. If you are a registrar, you may apply to register the domain name on behalf of, and in the name of, a third party (if you are an Internet Service Provider, for example) and/or register the domain name in your own name on behalf of a third party provided that you have their prior consent and agree at any time on request by that third party to de-register the domain name which was registered in your name and allow that third party to register it in their name. In either case the prices you charge your customers ("Registrants") are at your discretion. CentralNic reserves the right to immediately cancel without notice the domain name if CentralNic reasonably believes that you have registered a domain name in breach of clause 2 or with the intention of defrauding a third party.
5. Top Level Domains (TLDs) distributed by CentralNic are subject to their own Terms and Conditions in addition to these Terms and Conditions, including those contained in the Annexes below. By applying to register any domain name you acknowledge that you have read and agreed to be bound by these terms and conditions and the appropriate agreements, dispute policies, additional requirements and any registration rules or policies that may be published from time to time by CentralNic, ICANN, and /or any and all registry administrations contained in the Annexes below or as published from time to time.
6. If you apply to register the domain name on behalf of a third party (a client, for example) and you are registered on the CentralNic database as a billing contact, CentralNic, at its option, will be entitled to receive any payments due in respect of the domain name registration from you or

the relevant third party. You and the third party shall be jointly and severally liable in this regard.

7. The initial period of registration of the domain name is a whole number of years between one year and ten years. Thereafter, the registration may be renewed for further years provided that you pay the appropriate renewal fee on or before the relevant renewal date. It is your responsibility to ensure that you apply to renew the domain name registration before the renewal date and provide accurate and up to date contact details. Whilst CentralNic endeavours to send reminders of renewal dates it does not guarantee to do so and will not be liable if you fail to renew any registration on time.

8. You may surrender the registration of the domain name at any time by notice in writing to CentralNic.

9. Once the domain name and your full details have been entered in the CentralNic database no refund will be payable by CentralNic.

10. Unless you have selected the option to opt-out, the details you supply will be published using CentralNic's WHOIS service. CentralNic reserves the right, subject to data protection legislation, to publish registrants' details in other circumstances, including to governmental or law enforcement agencies, to third parties with a legitimate reason for requesting the information, and on production of a court order.

11. Domain names are registered on a first come, first served basis, except where specified in the Terms and Conditions for a specific TLD, or domain extension.

12. There is no guarantee that a domain name applied for has been entered on CentralNic's database until you receive confirmation of registration. You are advised not to, and CentralNic accepts no liability arising from, any action taken in respect of the use and/or registration of the domain name before you have received such confirmation and full payment has been made and received by CentralNic. CentralNic disclaims and you agree is not liable for any inaccuracies regarding the registration information relating to the input of the information by you; nor will you be entitled to a refund for any domain name registration due to spelling errors / typos.

13. Acceptance of applications to register the domain name is at the sole discretion of CentralNic. Without prejudice to the generality of the foregoing, CentralNic may refuse to accept such application if the domain name:

(a) is currently registered;

(b) is on the list of reserved words (this list is not available for public scrutiny);

(c) is obscene or otherwise deemed to be unsuitable by CentralNic in its sole discretion.

Acceptance of a domain name by CentralNic shall not be construed as CentralNic approving or agreeing that you have the right to register that name.

14. The fees for the registration of, and renewal of registrations of, the domain name and any other services are those posted on the CentralNic website. Payment of fees is a condition to domain name registration. CentralNic shall be entitled to invoice you for the registration for the domain name on receipt of an application to register for the domain name and for the renewal of

the domain name registration on or before the renewal date. Payment must be made within the period stated in the invoice. If CentralNic does not receive payment within such period CentralNic is entitled, at its sole discretion, either to suspend or to delete the domain name registration from the database and if deleted, the domain name may be made available for registration to the public. If suspended, CentralNic reserves the right to charge you for resumption of the registration of the domain name. All fees are non-refundable in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term.

**15.** CentralNic reserves the right to modify fees, surcharges, renewals or institute new fees at anytime at its sole discretion. CentralNic reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services. These include but are not limited to, customer services issues that cannot be handled over email but require personal service, and disputes that require legal services.

**16.** CentralNic may at its sole discretion, cancel the registration or suspend registration of the domain name if:

(a) ordered to do so by a court of competent jurisdiction; and to comply with any applicable laws, government rules or requirements, requests of law enforcement in compliance with any dispute resolution process

(b) the use of the domain name is illegal;

(c) if there is a breach of these terms and conditions, including without limitation, clause 2;

(d) the continued use of a domain name could cause technical problems on the Internet, or the integrity or stability of the registry

(e) following the Dispute Resolution Policy posted on CentralNic's website the name has been judged to infringe the trademark or other intellectual property of the complainant.

(f) if CentralNic believes that the domain name was registered for use in a "phishing" attack or other illegal activity of any kind.

(h) if inaccurate or false contact details are provided.

(i) if CentralNic deems it necessary in its discretion to: 1) avoid any liability, civil or criminal on the part of CentralNic, as well as its affiliates, subsidiaries and subcontractors, employees, and stockholders or each of them, 2) for violation of these Terms and Conditions,

(j) CentralNic reserves the right to freeze or lock a domain name during a resolution of a dispute.

**17.** You agree to be bound by the appropriate domain dispute policy ("Dispute Policy") applicable to the domain you have selected. The Dispute Policy has been devised by ICANN and or the particular Registration Administrator(s) and all such policies are hereby incorporated and made part of this Agreement by reference. You further agree that in the event of a domain name dispute arising with any third party, you will indemnify and hold CentralNic harmless.

**18.** You agree to keep the monetary terms of the provision of domain names services confidential. CentralNic agrees to keep confidential your confidential business and technology information

other than your Account contact information and other information which CentralNic, in its sole discretion, deems necessary to disclose in order to effectuate transfers, to investigate or implement any policing activity, to respond to lawful discovery requests, or to otherwise achieve the legitimate business purposes of provide domain name services. The obligations of this section shall not restrict any disclosure by either party pursuant to any applicable law, or by order of any court, government agency, or ICANN and shall not apply to information that is independently developed by the disclosing party or is publicly known.

19. CentralNic gives no warranty and makes no representation in respect of the domain names registered hereunder including, without limitation, the availability of any domain names and hereby excludes, to the fullest extent permitted by law, all conditions, warranties, terms, undertakings and representations, express or implied, whether by statute, common law or otherwise in relation to such domain names.

20. CentralNic shall not be liable to you whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the domain names registered hereunder, including without limitation:

- (a) loss of revenue; and/or
- (b) loss of anticipated savings; and/or
- (c) loss of business and/or goods; and/or
- (d) loss of goodwill; and/or
- (e) loss of use; and/or
- (f) loss and/or corruption of data and/or other information; and/or
- (g) downtime; and/or
- (h) any damage relating to the procurement of any substitute services.

For the avoidance of doubt, neither the types of loss and/or damage specified in sub-clauses (a) to (h) inclusive of this clause 16 nor any similar types of loss and/or damage shall constitute direct loss for the purposes of these terms and conditions.

21. In no event shall CentralNic's liability to you whether in contract, tort, by statute or otherwise exceed the registration fee for the domain name.

22. Nothing in this Agreement shall exclude or restrict the liability of either party for fraudulent misrepresentation and/or for death or personal injury arising as a result of the negligence of that party, its officers, employees, agents and/or sub-contractors.

**23. Modifications to the Terms and Conditions. ICANN requires that registration of domain names may be modified immediately to reflect any and all changes required by ICANN. These terms may be modified at any time to reflect changes in ICANN policies. You understand and agree that CentralNic may: 1) revise the terms and conditions and or 2) change part of the services provided at any time. Any such change will be binding and effective immediately**

**upon posting of the revised Terms and Conditions or upon notification to you by email. You agree to periodically review the Terms and Conditions as posted on CentralNic's website to be aware of any such revision.**

**24.** The terms and conditions are exclusively governed by English law and by applying to register or renew a domain name you and CentralNic submit to the exclusive jurisdiction of the English courts.

Last updated October 9<sup>th</sup> 2012.

ANNEX 1 - ccTLD .LA Registration Policy: <https://www.la/terms>

ANNEX 2 - ccTLD .PW Registration Policy: <http://www.registry.pw/policies>

ANNEX 3 - .COM.DE Registration Policy: <http://com.de/faqs/policy>