

## General Terms and Conditions for Local Presence Services / Trustee Services

Appendix 1 to the Trustee Admin-C / Domain Owner / Trustee Master Agreement

### 1. Preamble

The customer wishes to enter into a domain registration agreement with a registry requiring a local representative for non-residents. Depending on the rules of the respective Registry, this can be the Admin-C and/or the Domain Owner. With these terms and conditions, the rights and obligations of both the customer as well as the Trustee Admin-C/Domain Owner are stipulated.

### 2. Obligations of Trustee Admin-C/Domain Owner

- a. Trustee Admin-C/Domain Owner undertakes to administer the domain name as a trustee. Trustee Admin-C/Domain Owner will forward all correspondence relating to the domain to the customer. Specifically it will not dispose of the domain and will follow the customer's instructions unless professional legal review shows them to be illegal or conflict with the contractual agreements.
- b. Trustee Admin-C/Domain Owner will only make decisions without prior consultation with the customer if specific need for speed makes it impossible to wait for the customer's instruction or the customer fails to respond within the period in art. 3 (d).

### 3. Obligations of the customer

- a. The customer will ensure that the domain name and the content and services offered through the domain name do not infringe the rights of third parties or general statute.
- b. The customer undertakes to keep its contact data up to date at all times and to notify any changes in these to Trustee Admin-C/Domain Owner without delay.
- c. The customer further undertakes to forward all information relating to the domain to Trustee Admin-C/Domain Owner if this is relevant for the registration agreement.
- d. The customer will process and reply to all correspondence forwarded by Trustee Admin-C/Domain Owner without delay, and at least within 48 hours, unless a third party has set a shorter period or there is other specific need for speed. Specifically he will comply with any notice set. In cases of specific need for speed, inaccessibility, or if a response within the period set by Trustee Admin-C/Domain Owner is not possible, the customer authorises Trustee Admin-C/Domain Owner to make any necessary decisions and take the relevant measures. This specifically covers withdrawing from the position of Trustee Admin-C/Domain Owner or releasing the domain because of actual or alleged violation of the law, stopping it from resolving or putting it under the administration of the Registry (Transition status).
- e. Correspondence is predominantly forwarded by email. Information sent by Trustee Admin-C/Domain Owner to the customer is deemed to have been delivered.

### 4. No monitoring obligation

Trustee Admin-C/Domain Owner is not obliged to check if the registration of the domain or the content or services offered through the domain infringe prevailing law or third party rights. However, in the event that Trustee Admin-C/Domain Owner determines that the domain name or content or services offered through this infringes prevailing law or third party rights, Trustee Admin-C/Domain Owner is entitled to have the domain name deleted without prior notification or warning and/or to terminate the Trustee Admin-C/Domain Owner agreement, resign from the position of Trustee Admin-C/Domain Owner, stop the domain from resolving or put the domain name under the administration of the Registry (Transition status). This applies specifically to violations of criminal law.

### 5. Procedures for disputes with third parties

- a. If Trustee Admin-C/Domain Owner is deemed in his capacity as authorised to receive service or action that is directly taken by a third party because of alleged violations of law, Trustee Admin-C / Domain Owner will notify the customer.
- b. The customer must then state within the period set in art. 3 (d) whether he wishes to defend against the third party claims. If the customer wishes to defend against the claims, he must provide Trustee Admin-C/Domain Owner with security. The amount of the security will be determined at Trustee Admin-C's/Domain Owner's discretion by analogy to the Court Costs Act (GKG) and the Remuneration of Attorneys Act (RVG). The security must be paid in cash or guarantee by a German major bank or savings bank, and is used to secure Trustee Admin-C's/Domain Owner's claims under the indemnity agreement in art. 9.
- c. Within a further two days the customer must notify Trustee Admin-C/Domain Owner whether an attorney is representing the customer judicially and extra judicially and, if so, which attorney. Legal services by Trustee Admin-C/Domain Owner are not covered by the present agreement and require separate engagement. Trustee Admin-C/Domain Owner must also be

provided with all documents in connection with the dispute without cost and on first demand.

- d. If the customer fails to comply with the above provisions or does not respond in accordance with the present agreement to Trustee Admin-C/Domain Owner's request for the customer's position, Trustee Admin-C/Domain Owner is entitled to release the domain, stop it from resolving, place it under the administration of the Registry (Transition status) or withdraw from the position of Trustee Admin-C/Domain Owner with respect to the Registry.

### 6. Remuneration

No further payments are to be paid to Trustee Admin-C/Domain Owner beyond the remuneration owed under the domain registration agreement.

### 7. Term of agreement, termination

- a. The agreement is concluded for an indefinite period but ends if the domain name is transferred to another registrar or on deletion of the domain name.
- b. The parties have no contractual right of termination. The parties authorise the registrar to appoint another Trustee Admin-C/Domain Owner at any time. The customer agrees in advance to such a transfer of the agreement. Trustee Admin-C/Domain Owner is also entitled to appoint another Trustee Admin-C/Domain Owner and have them registered with the respective Registry, provided that no legal disadvantages to the client result. The customer agrees in advance to such a change in the agreement.
- c. This is without prejudice to the right to termination for important cause or the termination rights mentioned in this agreement.

### 8. Liability

- a. Trustee Admin-C/Domain Owner is only liable if an essential contractual obligation (substantive requirement) is infringed, or in the event of intent or gross negligence.
- b. In case of mild negligence, liability is limited to the value of the typically predictable damages at the time of conclusion of the agreement.
- c. This is without prejudice to liability for warranted characteristics, personal injury or other binding statutory provision.

### 9. Indemnity

The customer is obliged to indemnify Trustee Admin-C/Domain Owner without regard to fault from any disadvantages including the costs of appropriate legal action in connection with Trustee Admin-C's/Domain Owner's role as administrative contact. This covers justified and unjustified claims and extrajudicial claims. If claims for damages arise against third parties Trustee Admin-C/Domain Owner shall assign these in exchange for compensation for the disadvantages suffered.

### 10. Other provisions

- a. Place of performance is Bonn, Germany, if the customer is a merchant, a legal person under public law, an entity of the Federal Special Funds, or has no place of jurisdiction in Germany.
- b. Modifications to the present agreements must be in writing. This also applies to amendment to the requirement of written form. No ancillary agreements are made.
- c. The invalidity of individual provisions of the present agreement or its incompleteness does not affect the validity of the other provisions. An invalid provision is replaced by another which is effective and most closely approximates the economic effect of the original provision. The same applies if individual points are not covered.
- d. Venue is Bonn, Germany.

March 15, 2007