

LOC ANNEX - LOCAL PRESENCE SERVICE CONDITIONS

CG-ND-LOC version 1.0 dated the 1st November 2009

In addition to the general terms and conditions CG-ND, the use of the local presence service implies the acceptance of and compliance with these special conditions CG-ND-LOC

Terms used in these special terms and conditions beginning with a capital letter are to be interpreted in compliance with the definition assigned to them in the general terms and conditions CG-ND.

CLAUSE 1: SERVICE DESCRIPTION

- 1.1 Depending on the rules imposed by Registries, NETIM will be able to, either directly or through a third party, supply the Client with contact details for a local resident in the country corresponding to the Domain Name extension, in order to meet eligibility criteria for registering said Domain Name.
- 1.2 If the Service is supplied by a third party, special conditions may apply. NETIM will therefore publish the current version of these special conditions on the site or will supply a link to the third party site where the actual version of these special conditions can be found.
- 1.3 The Client recognises that the Service offered by NETIM is provided for convenience purposes only. The Client understands therefore that they are free to meet eligibility criteria imposed by the Registry by any other method of their choosing, such as but not restricted to the use of their own local presence service or a third party local presence service.

CLAUSE 2: PRICE

Unless special clauses apply, prices are shown in Euros excluding VAT. The Client agrees to pay Service costs owed to NETIM in accordance with the prices applicable when the request was placed and to do so upon reception of NETIM's invoice.

CLAUSE 3: DURATION

- 3.1 The duration lasts from the date of the Service request up until the expiry date listed when the Domain Name was purchased.
- 3.2 NETIM's service is renewed by tacit agreement for the same period provided that costs are paid by the Client beforehand within the given time limit.

CLAUSE 4: LIMITATIONS

- 4.1 The Service is provided as a type of administrative contact and in no circumstances as a domain name holder. NETIM will not act as a domain name holder to meet eligibility criteria for registration.
- 4.2 NETIM cannot be held responsible if the Service no longer meets the Registry's eligibility criteria or if the Service can no longer be offered.
- 4.3 NETIM reserves the right to stop supplying all or part of the Service. It therefore falls to the Client to ensure they have taken all the necessary measures to meet the Registry's eligibility criteria without the Service. The Client accepts and understands that if eligibility criteria are not met the Domain Name could be deleted without the liability of NETIM being questioned.
- 4.4 The Service is supplied for so long as the Domain Name is managed by NETIM as Registrar.

CLAUSE 5: DECLARATIONS

5.1 The Client understands and accepts that NETIM – or any other third party used by NETIM to supply the Service – will in no circumstances be held liable for the Service's use.

5.2 The Client agrees not to use the Service for illegal or fraudulent means such as for cyber squatting, phishing, carrying out acts which violate the rights of third parties, broadcasting libellous or illegal material or carrying out any acts which violate the law or regulations in force.

The Client understands that use of this sort could result in NETIM deleting the Domain Name using the Service at their discretion, as required and without prior warning.

5.3 The Client guarantees NETIM against any actions taken by a third party in connection with the Client's use of the Service. This guarantee implies in particular that the Client agrees to fully compensate NETIM for any direct or indirect damages including but not limited to administrative, legal or additional legal costs that NETIM might have to pay as a result of the Domain Name registration and the Client's use of the Domain Name.

5.4 The Client understands and accepts that NETIM – or any other third party used by NETIM to supply the Service – will not under any circumstances be held liable for the Service's use.

5.5 The Client agrees to replace the Domain Name contact specified by NETIM as part of the Service, if the Domain Name is transferred to another Registrar. NETIM can assert their rights to the Registry to ensure the alteration is carried out.

END OF ANNEX LOC