

GENERAL TERMS AND CONDITIONS for the LOCAL PRESENCE SERVICE

CG-ND-LOC version 1.1 dated the 1st June 2010

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 terms and conditions CG-ND-LOC

Terms used herein 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.

Below † ADMIN-C ‡: NETIM – or any other third party used by NETIM to supply the Service

CLAUSE 1 : PREAMBULE

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 local contact can be defined as **the administrative contact of the Domain Name**. With these terms and conditions, the rights and obligations of both the customer as well as ADMIN-C are stipulated.

CLAUSE 2: SERVICE DESCRIPTION

2.1 Depending on the rules imposed by Registries, NETIM will be able to, either directly or through a third party, supply the Customer 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.

In no circumstances, the Service is provided as a domain name holder. ADMIN-C will not act as a domain name holder, on behalf the Customer, to meet eligibility criteria for registration.

2.2 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 his website or will supply a link to the third party website where the actual version of these special conditions can be found.

2.3 The Customer recognises that the Service offered by NETIM is provided for convenience purposes only. The Customer understands therefore that he is free to meet eligibility criteria imposed by the Registry by any other method of his choosing, such as but not restricted to the use of his own local presence service or a third party local presence service.

CLAUSE 3: PRICE

The Customer 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 4: DURATION

4.1 The duration lasts from the date of the Service request up until the expiry date of the Domain Name.

4.2 The service is automatically terminated if the domain name is transferred to another Registrar, if the administrative contact is no longer ADMIN-C or if the domain name is deleted.

4.3 NETIM's service is renewed by tacit agreement for the same period provided that costs are paid by the Customer beforehand within the given time limit.

4.4 NETIM reserves the right to stop supplying all or part of the Service. It therefore falls to the Customer to ensure he has taken all the necessary measures to meet the Registry's eligibility criteria without the Service. The Customer accepts and understands that if eligibility criteria are not met the Domain Name could be deleted without the liability of NETIM being questioned.

CLAUSE 5: OBLIGATIONS of the Customer

5.1 The Customer understands that failure to comply with its obligations may lead NETIM, at its discretion and without notice if necessary, to block or remove the Domain Name using the Service

5.2 The Customer agrees not to use the Service for illegal or fraudulent means such as for cyber squatting, typo squatting, phishing, spamming, 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.

5.3 The Customer agrees to replace the administrative contact specified by NETIM as part of the Service, if the Domain Name is transferred to another Registrar. ADMIN-C can assert their rights to the Registry to ensure the alteration is carried out.

5.4 The Customer further undertakes to forward all information relating to the Domain Name to ADMIN-C if this is relevant for the registration agreement.

5.5 Correspondence is predominantly forwarded by email. The Customer undertakes to keep its contact data up to date at all times. Correspondence sent by ADMIN-C to the Customer is deemed to have been delivered.

5.6 The Customer will process and reply to all correspondence forwarded by ADMIN-C without delay, and at least within 48 hours, unless a third party or a procedure has set a shorter period.

In cases of specific need for speed, inaccessibility, or if a response within the period set by ADMIN-C is not possible, the Customer authorises NETIM to make any necessary decisions and take the relevant measures. This specifically covers withdrawing from the position of administrative contact or removing the domain or stopping it from resolving.

CLAUSE 6: OBLIGATIONS of ADMIN-C

ADMIN-C is committed to fulfill all tasks assigned to him as administrative contact in trust in the Customer's interest. Also he undertakes to forward all correspondence relating to the domain to the Customer without delay, and at least within 48 hours.

CLAUSE 7: LIABILITY

7.1 The Customer understands and accepts that ADMIN-C will in no circumstances be held liable for the Service's use.

7.2 The Customer understands and accepts that ADMIN-C cannot be held responsible if the Service no longer meets the Registry's eligibility criteria or if the Service can no longer be offered.

CLAUSE 8: DISPUTES WITH THIRD PARTIES

If ADMIN-C 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, ADMIN-C will notify the Customer. The latter must state, in writing within the period set in 5.6, whether he wishes to remove/trade the Domain Name or defend it against the third party claims.

8.1 Should the Customer agree to the remove or trade the Domain Name, NETIM will perform the needed transactions onto the Domain Name to the Registry and will inform the third party/claimant.

8.2 If the Customer does not execute a declaration, NETIM shall be entitled to take any necessary decisions and take the relevant measures as defined in 5.6

8.3 In case the Customer informs NETIM that he wants to defend the domain, he shall within 48 hours cede to NETIM an advance deposit in the amount of EUR 5000 that, in accordance with section 9, will secure the NETIM's claim for indemnification on the grounds of court fees possibly borne by him.

In addition, the Customer within 48 hours shall name a lawyer, who will represent him to third parties in and out of court.

If the Customer does not comply with the aforementioned obligations, NETIM will be entitled to proceed in accordance with Section 8.2

CLAUSE 9: INDEMNITY

The Customer guarantees NETIM against any actions taken by a third party in connection with the Customer's use of the Service. This guarantee implies in particular that the Customer 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 Customer's use of the Domain Name.