

TRUSTEE SERVICE CONDITIONS

CG-ND-TRUST version 1.0 dated the 1st june 2010

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

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.

Below « TRUSTEE »: NETIM – or any other third party used by NETIM to supply the Service

CLAUSE 1 : PREAMBULE

The Customer wishes to register a Domain Name into an Extension whereas he doesn't fulfill the registration rules defined by the corresponding Registry. In order to register this Domain Name, the Customer wants to use NETIM's Trustee service.

With these terms and conditions, the rights and obligations of both the Customer as well as TRUSTEE are stipulated.

CLAUSE 2: SERVICE DESCRIPTION

2.1 Depending on the rules imposed by Registries, NETIM will be, either directly or through a third party, defined as owner of the Domain Name on behalf the Customer, in order to meet eligibility criteria for registering said Domain Name.

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 contact details or a third party trustee service.

2.4 As domain owner on behalf the Customer, TRUSTEE will be the official owner of the Domain Name at the Registry. TRUSTEE will provide the usufruct of the Domain Name to the Customer under CG-ND-TRUST.

CLAUSE 3: PRICE

3.1 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.

3.2 In case of the premature deletion, suspension or transfer of the Domain Name, the Customer will not be entitled to a partial refund.

CLAUSE 4: DURATION

4.1 The duration lasts from the date of the Service request up until the expiry date of the Domain Name, but will only remain effective as long as the Registrar of the Domain Name remains NETIM.

4.2 The service is automatically terminated if the Domain Name is transferred to another Registrar / another party 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 will took 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 delete 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 transfer the rights of use to another party, at its own expense and prior to any operations, if the Domain Name must be transferred to another Registrar. OWNER-C can assert their rights to the Registry in order to request the deletion of the Domain Name.

5.4 The Customer further undertakes to forward all information relating to the Domain Name to TRUSTEE 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 TRUSTEE to the Customer is deemed to have been delivered.

5.6 The Customer will process and reply to all correspondence forwarded by TRUSTEE 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 TRUSTEE is not possible, the Customer authorises NETIM to make any necessary decisions and take the relevant measures. This specifically covers the deletion of the Domain Name or stopping it from resolving.

5.7 The customer undertakes to inform TRUSTEE immediately and in writing by mail, fax or e-mail on all events relevant to the registration of the Domain Name, in particular any change of the Beneficiary or if the Customer is threatened with legal action or if legal action is taken against the Customer.

5.8 The Customer undertakes to comply with registration rules that links TRUSTEE to the Registry in its quality of Domain Name holder.

CLAUSE 6: OBLIGATIONS of TRUSTEE

6.1 TRUSTEE is committed to fulfill all tasks assigned to him as the registrant of the Domain Name in trust in the Customer's interest. He will comply with the Customer's respective instructions provided they are not in conflict with the law or any of the contractual agreements of the two parties.

6.2 TRUSTEE undertakes to forward all correspondence relating to the domain to the Customer without delay, and at least within 48 hours.

6.3 TRUSTEE will make any decisions that can or must be made without conferring with the Customer at reasonable discretion.

CLAUSE 7: LIABILITY

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

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

7.3 TRUSTEE shall only be liable for damages, if he violates a material obligation under the agreement endangering the purpose of the agreement or if the damages arise from intention or gross negligence.

CLAUSE 8: DISPUTES WITH THIRD PARTIES

If TRUSTEE 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 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.

AGREEMENT for THE TRUSTEE SERVICE

NETIM, represented by Bruno VINCENT, with headquarters located at 165 avenue de bretagne, LILLE (59000) France, registered in France under number 451 394 720 RCS LILLE,

and

the company _____, represented by _____,
with headquarters located at _____, registered
in _____ under number _____,

enter into agreement, according to the conditions stipulated herein, for the Domain names below:

This document is supplied in two (2) identical examples, one example for each party.

(Town and Date)

(Town and Date)

NETIM
Bruno VINCENT
CEO NETIM

[The Client]