

TRUSTEE SERVICE AGREEMENT

CG-ND-TRUST version 2.0 dated the 1st July 2017

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 provide the Service

CLAUSE 1 : PREAMBULE

The Customer wishes to register a Domain Name with an Extension whereas they **do not** fulfil the registration rules defined by the corresponding Registry. In order to register this Domain Name, the Customer wants to use NETIM's Trustee service in compliance with applicable Registry policy.

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 and at the request of the Customer, NETIM will be either directly or through a third party approved by it, defined as Registrant of the Domain Name on behalf of 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 of the Customer, TRUSTEE will be the official Registrant of the Domain Name in respect of the Registry. TRUSTEE will provide the usufruct of the Domain Name to the Customer under CG-ND-TRUST.

CLAUSE 3: APPOINTMENT

By accepting this agreement, the Customer hereby appoints and authorizes TRUSTEE to act as required to provide the Service. Actions and authority required by NETIM and TRUSTEE vary depending on the requirements of the Extension which the Customer applies for. The Customer agrees to sign, electronically or otherwise, or provide any additional agreements or documents as they are required by TRUSTEE in order to provide the Service under this agreement

This appointment shall apply to each respective domain name ordered under this agreement individually. The Customer acknowledges that each appointment acts independently from one another with respect to this agreement and each domain name bound to this agreement.

ARTICLE 4: ORDER / PRICE

4.1 In the case of a request to register or transfer a Domain Name to NETIM, the subscription to the Service is done during the ordering phase on NETIM website. If NETIM detects that the Registrant does not fulfil the requirements of the Extension, the Customer is invited to change information or to select the Service.

4.2 In the case of a request to renew a Domain Name using the Service, the subscription to the Service is done by tacit agreement for the same period of the Domain Name renewal.

4.3 In rare cases, for certain Extensions, the use of, and subscription to, the Service may be required in order for NETIM to manage Customer's domain name regardless of whether the Customer is able to satisfy the Registry requirements. In such case, it is mandatory for the Customer to order the Service for registering, renewing or transferring the Domain Name to NETIM.

4.4 The Customer agrees that the request for a Domain Name using the Service is subject to TRUSTEE's approval. The latter is free to refuse any request at his sole discretion and without justification. TRUSTEE can request any additional information or documentation he deems acceptable to study the request.

4.5 The Customer agrees that the request for a Domain Name using the Service is subject to a Customer account with the status « VERIFIED » according to clause 61B, CG-NETIM. If the Customer account doesn't have this status at the time of the order, having the status « VERIFIED » will be a prerequisite for the processing of the request.

4.6 Following clause 4.4 and 4.5, the Customer acknowledges and accepts that the processing delay of his order is not immediate and can take a variable time.

TRUSTEE and NETIM would therefore not be liable if the Domain Name is no longer available for registration or becomes non-transferable between the time of the order and the processing of the request.

4.7 In the event of failure to fulfil the order in accordance with articles 4.4 and 4.5, NETIM undertakes to refund the Customer in full.

4.8 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.

Signing an agreement under these CG-ND-TRUST does not imply the maintenance by NETIM of prices under the current conditions to the profit of the Customer. Prices can be changed at any point in time without formal notice for future services.

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

CLAUSE 5: DURATION

5.1 The service will start from the date of the Service requested by the Customer until the expiry date of the Domain Name, but will only remain effective as long as the Registrar of the Domain Name is NETIM.

5.2 The service will be automatically terminated if the Domain Name is transferred to another Registrar / another party or if the Domain Name is deleted.

5.3 The service is renewed by tacit agreement for the same period than the Domain Name renewal, provided that costs are paid by the Customer beforehand within the given time limit.

5.4 NETIM and TRUSTEE reserve the right to stop supplying all or part of the Service. It therefore falls to the Customer to ensure he will take all 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 and TRUSTEE being questioned.

NETIM undertakes to notify the Customer of the cancellation of the Service at least 15 days in advance by e-mail, to the address indicated and updated by the Customer and by ticket in the Customer interface, in respect of Article 8 of the general conditions of service "CG-NETIM"

CLAUSE 6: OBLIGATIONS of the Customer

6.1 The Customer understands that failure to comply with its obligations emanating from the present CG-ND-TRUST as well as the CG-ND may lead NETIM, at its discretion and without notice if necessary, to block or delete the Domain Name using the Service.

6.2 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.

6.3 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.

6.4 The Customer further undertakes to forward all information relating to the Domain Name to TRUSTEE if this is relevant for the registration agreement.

6.5 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.

6.6 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.

6.7 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.

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

CLAUSE 7: OBLIGATIONS of TRUSTEE

7.1 TRUSTEE is committed to fulfil 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.

7.2 TRUSTEE undertakes to forward all correspondence relating to the domain to the Customer without delay, and at least within 48 hours, by e-mail to the address indicated and updated by the Customer.

7.3 TRUSTEE will make all decisions that may or may be made regarding the Domain Name in its sole discretion in order to maintain the domain valid and effective.

CLAUSE 8: LIABILITY

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

8.2 The Customer understands and accepts that NETIM or 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.

8.3 NETIM or TRUSTEE shall only be liable for damages, if they violate a material obligation under the agreement endangering the purpose of the agreement or if the damages arise from intention or gross negligence.

CLAUSE 9: DISPUTES WITH THIRD PARTIES

If TRUSTEE is deemed in his capacity as authorized to receive service or action that is directly taken by a third party because of alleged violations of law, TRUSTEE will notify the Customer in a timely manner. The latter must state, in writing within 72 hours, whether he wishes to remove / trade the Domain Name or defend it against the third party claims.

9.1 Should the Customer agree to the removal or trade the Domain Name, NETIM will perform the needed transactions onto the Domain Name to the Registry within 48 hours and will inform the third party / claimant.

9.2 If the Customer does not execute a declaration, NETIM shall be entitled to take any necessary decisions and take the relevant measures to defend itself, and defend TRUSTEE against any damage,

9.3 In case the Customer informs NETIM that they want to defend the domain, they shall within 48 hours cede to NETIM an advance deposit in the amount of EUR 5000 that, in accordance with section 10, 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 9.2

CLAUSE 10: INDEMNITY

The Customer guarantees NETIM and TRUSTEE 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 and TRUSTEE for any direct or indirect damages including but not limited to administrative, legal or additional legal costs that NETIM or TRUSTEE might have to pay as a result of the Domain Name registration and the Customer's use of the Domain Name.