

ANNEX AT - SPECIAL TERMS AND CONDITIONS

This appendix only concerns the registration and administration of second and third level domain names with the ending .AT

PRELIMINARY REMARK

In addition to the general terms and conditions CG-ND, the registration or use of a Domain Name in a .AT Extension implies the acceptance and respect of these special terms and conditions CP-ND-AT.

All terms employed 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: TRUSTEE AUTHORITY AND REGISTRY

NETIM is an accredited Registrar of Nic AT Gmbh, the Registry, for .AT Top-Level-Domain.

.AT is the 2-Letter ISO Country Code of Austria.

CLAUSE 2: REGISTRATION REGULATIONS

All Registrars of Extensions provided by the Registry are committed to the terms and conditions which can be consulted via the following links:

http://www.nic.at/en/service/legal_information/registration_guidelines/

http://www.nic.at/en/service/legal_information/terms_conditions/

The Client declares and guarantees that the Domain Name respects the rights of third-parties, all currently applicable laws as well as these terms and conditions which are integrated into these special terms and conditions by means of a hyper link

The Client is committed to bind his customers according to these regulations.

NETIM does not control and does not check beforehand that a Domain Name is used in accordance with these regulations. The fact that the Client can register a Domain Name with NETIM services does not pre-suppose its full compliance with these regulations and NETIM cannot be held responsible on these grounds.

CLAUSE 3: TRANSFER REGULATIONS

The Client initiates, through the intermediary of NETIM, a transfer request for a Domain Name in these Extensions from another registrar to NETIM according to the procedure specified on our site and to the Transfer-Policies of the Registry.

Once a transfer is successfully performed, the domain name **is not extended for one year**

CLAUSE 4: EXPIRY / RESTORATION REGULATIONS

One day prior the expiry date of a Domain Name and without prior renewal by the Client, NETIM requests the deletion of the Domain Name to ensure that, in case of non-renewal, expiration is effective.

When the Domain Name's expiry date has passed, and failing prior renewal by the Client, the Domain Name shall be frozen and disabled for a period of fifty nine (59) calendar days during which all NETIM associated services shall not be available. The Domain Name shall be referred to as in "LOCK" status

If a Domain Name is still not renewed at the end of the period of fifty nine (59) calendar days, the Domain Name is permanently removed the sixtieth (60) day.

If a Domain Name has the "LOCK" status, it can be restored subject to the following conditions and procedures, and depending on the details provided by NETIM when carrying out said procedures:

- i) the restoration is only technically possible during this "buy-back" period which is a fifty nine (59) day period between the expiration of the Domain Name and its destruction by the Registry
- ii) payment for the restoration shall be made two (2) business days before the destruction of the Domain Name by the Registry, as to allow NETIM to carry out the operation within the time limit. Failing this, it shall not be possible to restore the Domain Name and NETIM cannot be held responsible on these grounds.
- iii) the restoration procedure restores the domain's previous parameters (personal and technical information) and extends by one (1) year the duration of the Domain Name's registration starting from the previous expiry date.

ARTICLE 5: INVOICING BY THE REGISTRY

As long as a Domain Name is managed by NETIM, Client's obligation to pay the Registry for this Domain Name is suspended.

In the unusual event that the Domain Name is released from NETIM and sent to the Registry for management, the Client will be obligated to pay the Registry directly for the registration of domain name thereafter, according to their rates (http://www.nic.at/en/faq/billing_prices/), unless he can find another Registrar to manage the Domain Name before the payment to the Registry is due.

CLAUSE 6: CONTRACTUAL AMENDMENTS FOR SPECIAL TERMS AND CONDITIONS

The regulations laid down by the Trustee Authority and the Registry are subject to change. These changes, linked to the naming system for Extensions, are imposed by ICANN and the Registries in charge of these different Extensions and represent changes that are not beyond NETIM's control.

END of the ANNEX AT