

General Terms and Conditions Trustee Agreement for the Registration of Domain Names under the TLD .EU

Preamble

The Customer as a Beneficiary desires to register a domain name under the top-level-domain .EU with the EURid vzw, Park Station, Woluwelaan 150, 1831 Diegem, Belgium using the services of Proxy Services Ltd., "Elyon" Triq il-Baltiku, St. Julian's, STJ 1881, Malta as a Trustee.

Whereas the Customer resides outside the European Union and consequently may not register a domain name under the Top-Level-Domain .EU as a result of the registration rules of EURid, the Customer authorizes the Trustee to register the desired domain name at Key Systems GmbH and to administer the domain name during the duration of this contract. The trust agreement will only become effective upon the direct payment of the trust fee to Key-Systems GmbH by the customer.

Having said this, the Customer/Beneficiary and Trustee conclude an Agreement having the conditions below:

1. Duties of the Customer

The Customer guarantees that neither the domain applied for nor the contents to be placed on a corresponding website violate any third-party rights (e.g., trademark, name-use rights and copyrights), statutory bans of an European Union member state or generally-accepted moral precepts; in particular the Customer will not place any pornographic content, offers for gambling or contents that support or glorify terrorism on the website reachable under the domain name.

The Customer shall post an Imprint (Acknowledgement Notice) on the website which meets the requirements of the European Commission's Directive 98/34/EC, OJ L 204 of 21.6.1998, p. 37, in the version of the Directive 98/48/EC, OJ L 217 of 5.8.1998, p. 18.

The customer will inform the trustee immediately and in writing by mail, fax or e-mail on all events relevant to the registration of the domain, in particular any change of the Beneficiary or initiation of legal proceedings or if the customer is threatened with legal action or if legal action is taken against the customer.

The Trustee Agreement shall not have the right to assign the rights and obligations rising from this contract to a third party without written consent of the Trustee.

The customer agrees to reply in detail to all inquiries of the trustee with respect to the domain registration by mail, fax or e-mail immediately, but at the latest within 24 hours. This time period will be further limited if a third party (claimant, court, etc.) effectively sets a shorter time limit.

The customer is responsible for keeping his contact data up-to-date with Key-systems GmbH at all times and authorizes Key-Systems GmbH to make contact data available to the trustee.

If the customer cannot be contacted via the contact information provided by him or if he does not reply to an inquiry of the trustee within the time limit granted to him, the trustee will be entitled to taking all the necessary decisions, in particular as to the release of the domain because of actual or alleged violations of the law or to place the domain under the administration of Eurid.

2. Duties of the Trustee

The trustee undertakes 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 contravention of the law of a European Union member state or any of the contractual agreements of the two parties.

The Trustee will promptly inform the Customer about all issues relating to domain registration and, insofar as possible, take no action without previously conferring with the customer.

The trustee will take any decisions that can or have to be taken without conferring with the customer at reasonable discretion.

3. Third party disputes.

In case the trustee is called upon by a third party to release or delete the domain, the customer shall within the time limit set in section 1 declare in writing if he agrees to the release or if he wants to defend the domain.

Should the customer agree to the release, the trustee will declare the deletion of the domain to Eurid and will inform the third party/claimant. The agreement between the trustee and the customer shall be terminated by this declaration. A notice of termination is not required.

The Trustee may cancel the domain, if the Customer does not provide any written statement in this regard.

In case the customer informs the trustee that it wants to defend the domain, it shall within 2 days cede to the trustee a collateral (cash payment/cash-equivalent in EUR) in the amount determined by the trustee at reasonable discretion and abutted on the court fees act and the regulations regarding attorney's fees of the European Union's member states, that in accordance with section 6 will secure the trustee's claim for indemnification on the grounds of court fees possibly borne by him.

In addition, the customer within two days shall name a lawyer, who will represent the customer to third parties in and out of court. If the customer does not comply with the aforementioned obligations, the trustee will be entitled to proceed in accordance with the section 3 paragraph 3.

4. Violations of Law

If the Trustee determines that the domain name itself or the contents of the website reachable under the domain name violate valid law of a European Union member state, in particular its criminal provisions, the Trustee may cancel the domain without warning. The Trustee Agreement is immediately terminated upon cancellation of the domain name.

5. Consideration

The customer pays the trust fee to KS per domain name for one contract year in advance. The amount payable is determined by the current price list published in the customer`s account.

In case of the premature deletion or transfer of a domain the customer will not be entitled to partial refund.

6. Term

This agreement shall be concluded for an indefinite period, but will only remain effective as long as a domain remains with Key-Systems GmbH as provider. Accordingly, the trust service will be terminated independently of the continuation of the existing agreement with Key-Systems GmbH, if the customer transfers the domain from Key-Systems GmbH to another provider or applies for the deletion of the domain.

The trustee and the customer denounce their right of termination of contract.

This will not effect a termination of contract for cause or any other causes for discharging or terminating the contract stated in this agreement.

In case Key-Systems GmbH exercise its right to terminate the contractual relation with the trustee, the trustee shall have the right to terminate this agreement within one month, after the end of the Key-Systems GmbH cancellation period with the trustee.

7. Trustee`s Liability

The trustee shall only be liable for damages, if he violates a material obligation under the agreement (cardinal obligation) endangering the purpose of the agreement or if the damages arise from intention or gross negligence.

8. Liability of the Customer

The Customer indemnifies the Trustee from all costs, damages and detriments incurred due to a third party claims and suits – whether justified or not, made in or out of court - against the Trustee on the basis of the domain registration and the contents of the website posted under the domain name.

9. Miscellaneous

Venue for all disputes resulting from this Agreement is Malta.

The law of the Republic of Malta under exclusion of the provisions on standardized UN-Commercial law on the Sale of Goods exclusively governs this Agreement and any claims resulting from it.

The parties agree that Key-Systems GmbH will under no circumstances be held responsible for any possible damages, harm, costs or other financial losses suffered by the client in the contractual relationship between Trustee and client, i.e. regarding the trustee service.