

General Terms and Conditions of the AdminC Trust Agreement

Preamble

The customer plans to enter a domain contract with the Denic-Domain-Verwaltungs- und Betriebsgesellschaft eG in Frankfurt/Main on the registration of a .de domain. The registration of the domain will be provided by 1API GmbH with its primary place of business located at Talstrasse 27, 66424 Homburg, Germany. The customer is domiciled outside of Germany. In accordance with Section 3 Paragraph 1 of the Denic Domain Terms and Conditions the customer in such a case is to appoint an administrative contact domiciled in Germany. This administrative contact shall also be the customer's authorized representative for receiving the service of official or court documents for the purposes of §§ 174 ff. of the German Code of Civil Procedure.

The trustee is willing to take on this task in accordance with the subsequent conditions for the customer: The trust agreement will only become effective upon the direct payment of the trust fee to 1API GmbH by the customer.

1. Obligations of the Customer

- a) The customer guarantees that the registration of the domain he applied for will not infringe the rights of third parties (trademark rights, rights to a name, and copyrights), that it will not violate any legal regulations or offend common decency.
- b) The customer undertakes to 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 if the customer is threatened with legal action or if legal action is taken against the customer. In the case of change of ownership the trust agreement shall be terminated. A new trust agreement will have to be concluded subject to the trustee being reappointed as Admin-C.
- c) 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 48 hours. This time period will be further limited if a third party (claimant, court, etc.) effectively sets a shorter time limit.
- d) The customer is responsible for keeping his contact data up-to-date with 1API GmbH at all times and explicitly authorizes 1API GmbH to make the contact data available to the trustee.
- e) 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 Denic eG.

2. Obligation of the Trustee

- a) The trustee undertakes to fulfill all tasks assigned to him as the administrative contact in trust in the customer's interest. He will comply with the customer's respective instructions provided they are not in contravention of German Law or any of the contractual agreements of the two parties.
- b) The trustee will without further delay inform the customer on all questions concerning the domain registration. To the extent possible, he will not take any decision without prior consultation with the customer.
- c) The trustee will take any decisions that can or have to be taken without conferring with the customer at reasonable discretion.

3. Resolution of Disputes with Third Parties

In case the trustee directly or as the customer's representative 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.

a) Should the customer agree to the release, the trustee will declare the deletion of the domain to Denic eG 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.

b) If the customer does not execute a declaration, the trustee shall be entitled to place the domain under the administration of Denic eG (Transit) and to relinquish his position as Admin-C with Denic eG.

c) In case the customer informs the trustee that he wants to defend the domain, he shall within 2 days cede to the trustee a collateral (cash payment in EUR or guarantee of a German or Austrian big bank or savings bank) in the amount determined by the trustee at reasonable discretion and abutted on the Gerichtskostengesetz [German Court Fees Act] and the Rechtsanwaltsvergütungsgesetz [Act on the Remuneration of Lawyers], 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 Section 3. b)

4. Contraventions

In case the trustee establishes that the domain name as such or the contents posted on the web site accessible via the domain name contravene applicable law, in particular penal regulations, he has the right to have the domain deleted without any prior warning and to terminate this contract with immediate effect.

5. Remuneration

The customer pays the trust fee to 1API GmbH respectively for one contract year in advance. The amount payable is determined by the current price list published on the web site. Additional payments of the customer directly to the trustee are not required. In case of the premature deletion or transfer of a domain the customer will not be entitled to a partial refund.

6. Duration of Contract and Termination

a) This agreement shall be concluded for an indefinite period, but will only remain effective as long as the domain remains with 1API GmbH as provider. Accordingly, the trust agreement will terminate independently of the continuation of the existing agreement with 1API GmbH, if the customer transfers the domain from 1API GmbH to another provider (CHPROV] procedure) or applies for the deletion of the domain.

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

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

d) The trustee without prior agreement of the customer has the right to transfer all rights and duties from the trust agreement to another trustee and to register this new trustee as the administrative contact with Denic eG.. This shall be without legal prejudice for the customer.

7. Liability of the Trustee

- a) 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.
- b) If the culpable violation of a material obligation under the agreement (cardinal obligation) is not caused by intention or gross negligence, liability will be limited to the damage that could be reasonably foreseen by the trustee upon concluding the agreement.
- c) This shall not affect liability on the grounds of guaranteed qualities, in case of personal injury, or on the grounds of mandatory statutory provisions.

8. Liability of the Customer

The customer shall indemnify the trustee from all costs, damages and prejudices arising from third parties asserting claims – justified or false, judicial or extra-judicial – on the grounds of the domain registration and calling upon not only the domain holder, but also the trustee, or exclusively upon the trustee. This claim exists regardless of negligence or fault. The trustee undertakes to cede any claims for indemnification against third parties acting without justification to the customer contemporaneously in return for the compensation for any disadvantages arising to the trustee.

9. Entire Agreement

If the customer is considered a business person as stipulated by German Commercial Code or a legal entity or separate estate under public law, or a legal entity without place of jurisdiction in Germany, the place of performance and the exclusive place of jurisdiction for all disputes resulting from this agreement shall be Düsseldorf. This agreement and any claims arising out of it shall be governed by the Laws of the Federal Republic of Germany excluding the provisions of the uniform UN Convention on Contracts for the International Sale of Goods (CISG) on the sale of movable goods. Both, the English and German version of these "terms and conditions" are valid. In case of doubt, however, the German Terms and Conditions will be decisive.