



## General Terms & Conditions Realtime Register

These general terms & conditions apply to all offers, quotations and subsequent agreements between Realtime Register B.V. of Zwolle, the Netherlands, Chamber of Commerce 05074456 ("RTR") and its counterpart ("Customer"). The application of any purchasing terms of Customer are expressly rejected. Any terms & conditions that deviate from these general terms & conditions are valid only if expressly confirmed in writing by RTR.

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### 1. Offer and agreement

- 1.1. Customer can sign up online, accepting these terms and conditions. RTR reserves the right to refuse the application without providing motivation. Upon acceptance by Realtime Register, Customer will be granted access to an administrative account with which Customer can operate the services at his discretion, within the limits set by RTR as agreed during signup.
- 1.2. RTR may assume that all activities that occur using the administrative account, the API or any additional account are authorized by Customer. If Customer suspects an unauthorized third party has gained access to a password or authorization code, Customer shall change its password as soon as possible and/or contact RTR as soon as possible so appropriate action can be taken.
- 1.3. Customer must reference a working dedicated e-mail mailbox in the administrative account and consult this mailbox at least once a day for notices by RTR.
- 1.4. Customer must use its best efforts to keep up to date on domain name registration and usage rules, including without limitation rules set by domain name registries. RTR will use its best effort to supply



relevant information, but failure by RTR to supply certain pertinent information does not discharge Customer from knowing same.

## 2. Domain name orders

- 2.1. Customer can order domain name registrations or transfers through the administrative account, or through an automated Application Programming Interface (API) or any other interface offered by RTR.
- 2.2. Upon order placement RTR will attempt to register the domain name. RTR will make reasonable efforts to actually register or transfer an ordered domain name for Customer, but does not guarantee the success of registration or transfer.
- 2.3. Upon order placement RTR will make a reservation charge at the customer's account balance for the appropriate fees. Upon completion of the order, the reservation charge will be finally deducted from the account. If the order fails, the reservation charge shall be lifted from the account balance by RTR. Specified TLD's may be refunded partially. Failure of completion of the order does not qualify for additional compensation.
- 2.4. If required by applicable domain name registry rules, RTR shall initiate a verification process with the intended domain name holder and block usage of the domain name until after completion of the verification process. Fees for the domain name, including any renewal(s) thereof, are independent of when the verification process is completed.
- 2.5. All domain name registrations, transfers and usage are subject to the terms set by the applicable domain name registry. The registry terms may change at any given time. Customer must agree with these changes in order to continue a registration of a domain name managed by that registry. Customer is itself responsible for compliance with these terms.
- 2.6. Certain registries may require RTR to explicitly make aware domain name holders of certain terms and conditions. In such cases, RTR will additionally e-mail those terms to Customer. In case of reselling (as per article 4) RTR may directly e-mail those terms to the registrant on behalf of Customer or its reselling customer.
- 2.7. Certain registries may require the registrant to confirm a request to register, transfer and/or modify (update) a domain name. In such cases, RTR shall facilitate the request by e-mail and record confirmation. RTR shall apply the consequences dictated by registry regulations to the request independently from any action by the registry.
- 2.8. Customer is itself responsible for operating one or more Domain Naming System (DNS) servers for ensuring the technical availability of domain names for Internet users.
- 2.9. As a courtesy service, RTR operates a DNS server free of charge that can be used for such availability. RTR shall use commercially reasonable efforts to ensure continued availability of the domain name records as supplied by Customer in its DNS server systems, but makes no guarantees whatsoever. Further, RTR is under no obligation to validate such records except for technical compliance with DNS specifications.

## 3. Customer obligations

- 3.1. Customer must ensure all domain name registration information (including, but not limited to: the registered domain name holder, admin, billing and tech contact details) are complete and accurate. RTR may suspend or delete a domain name if information is found to be incorrect or incomplete and this is not corrected within 14 days of notice to Customer. RTR may permit the applicable domain name registry to inspect and validate such information. Under no circumstances may the registered domain name holder data be anything else than identification of the actual intended domain name holder.



- 3.2. Customer shall comply fully with the RAA 2013 provided by ICANN and will provide RTR with requested information about or proof of compliance within the time and method indicated by RTR.
- 3.3. Customer shall comply fully with all regulations set by domain name registries for which Customer has registered domain names. In such regulations all references to a registrar (and, if applicable, a reseller) shall be read to apply to Customer. RTR may enforce all obligations imposed therein on registrars towards Customer and its customers, independently from actions taken by the registries. RTR determines if and how such terms and conditions apply in given situations, subject to further clarification by the registry itself.
- 3.4. Customer shall enforce applicable domain registry(s)'s terms and conditions upon its customers, including registered domain name holders. RTR has the right to do the same directly, but only if within five working days after notice Customer does not itself appropriately enforce such terms and conditions.
- 3.5. Customer must present and enforce adequate general terms and conditions to its customers, including registered domain name holders. The terms and conditions must be at least as strict as the present terms, and must provide for indemnification of RTR by claims from its customers. In addition, Customer must present and acquire explicit assent to the applicable domain registry(s)'s terms and conditions from intended domain name holders. RTR is entitled to demand proof of compliance with this article at any time.
- 3.6. Customer shall fully cooperate with any domain name transfer request by any of its customers and complete the request within five working days. Unless a registry's terms and conditions state otherwise, Customer may not suspend a transfer even when the domain name holder has outstanding invoices with Customer.
- 3.7. Customer is itself responsible for all customer support to its customers, including through reselling if applicable. RTR is available for a reasonable level of support to customer itself, but only concerning technical issues regarding the services offered by RTR.
- 3.8. RTR reserves the right to decline any request for cancellation or deletion of a domain name. In such case, the costs for maintaining the domain name are debited from Customer's account balance.
- 3.9. Should Customer fail to comply with any of its obligations under these terms and conditions, RTR has the right to, at its discretion effectuate any or a combination of the measures below:
  - a) Deduct a complaint handling compensation from the account balance;
  - b) Revoke Customer's permission to register particular domain name extensions;
  - c) Move Customer to another discount pricing level, with or without applying previously granted discounts;
  - d) Cancel or suspend any pricing agreements between RTR and Customer;
  - e) Deduct a one-time penalty from the account balance;
  - f) Limit or revoke access to the administrative account and additional accounts for any or all interfaces;
  - g) Demand a security deposit before (re)granting access to the account.

#### 4. Reselling of services

- 4.1. Upon separate request Customer will be authorized to allow third parties to use the services offered by RTR to order domain names on behalf of their customers (in a multi-tier fashion if desired). RTR may however refuse such request without providing motivation. The term 'end customer' will be used to refer



to the entity that orders the domain name from one of Customer's customers, possibly through multiple tiers of reselling. The term 'customer' will be used to refer to a third party that resells RTR services, again possibly through multiple tiers of reselling.

- 4.2. Customer acts towards its customers at its own risk and reward. RTR shall not be a party to any such reselling agreements. Customer may determine its own prices and packaging of services. Customer may not misrepresent the content of packages, and may only use the name and logo of RTR in a businesslike, neutral fashion to indicate RTR is a supplier of Customer.
- 4.3. Customer must be able to supply proof of authorization by the intended domain name holder for all domain name orders and domain updates. RTR may revert any orders or updates where no sufficient proof is available. Customer shall indemnify and hold harmless RTR from any and all claims regarding such reversions.
- 4.4. Customer must demand that any of its customers present and enforce adequate general terms and conditions to their customers. The terms and conditions must be at least as strict as the present terms, and must provide for indemnification of RTR by claims from its customers and allow RTR to exercise all rights under these terms and conditions regarding domain names held by these customers. In addition, during domain name ordering Customer must demand that its customers present and acquire explicit assent to the applicable domain registry(s)'s terms and conditions.
- 4.5. The terms and conditions of Customer must pass on all obligations imposed on Customer to all customers of Customer, including through multiple levels of reselling and including to domain name holders. Customer is itself at all times liable for a failure by a customer of Customer to comply with such obligations as if it committed the failure itself.
- 4.6. Customer shall enforce that its customers fully cooperate with any domain name transfer request by any end customers and complete the request within five working days. Unless a registry's terms and conditions state otherwise, Customer may not suspend a transfer even when the customer of Customer has outstanding invoices from Customer.
- 4.7. RTR shall not contact customers of Customer except for service announcements, legally required notices (e.g. from registries) or in cases where Customer is not responsive. However, in case the agreement with Customer is terminated, RTR has the right to make an offer to such customers for the continued provisions of services with RTR or another customer of RTR.

## 5. Abuse; Notice and Takedown; UDRP

- 5.1. Customer shall not use any service from RTR for purposes that violate these terms and conditions, the applicable registry terms and conditions or applicable law, nor permit its customers (including through reselling) to do the same.
- 5.2. No domain name shall be registered or used for
  - 5.2.1. the operation or control of botnets, viruses, Trojan horses or the like;
  - 5.2.2. fraud or phishing
  - 5.2.3. distribution of materials with evidently defamatory, libelous, harassing, threatening, child pornographic, racist, homophobic or otherwise illegal content;
  - 5.2.4. the sale or marketing of products in violation of applicable law in the target market, e.g. pharmaceutical products or weapons;
  - 5.2.5. the infringement of copyright or the assistance or encouragement thereof;
  - 5.2.6. terrorism or related activities, or the assistance or encouragement thereof; or
  - 5.2.7. the intentional infringement of a third party's personal name, trade name or trade mark.



- 5.3. In case Customer's use of a service or associated resources substantially exceeds reasonable use (e.g. extremely high number of domain name information requests or registration attempts) RTR may suspend Customer's access to the applicable service until the matter has been discussed with Customer and an appropriate solution has been found.
- 5.4. RTR will comply with all proper governmental or court orders regarding the provision of any information or the suspension of services in accordance with law. Further, RTR will comply with all arbitration or similar procedures (such as provided under the [Uniform Dispute Resolution Policy](#)) as required by the applicable domain name registries.
- 5.5. Complaints from a third party regarding Customer's or any of its customers (including resellers and domain name holders) violation of these terms and conditions or applicable law RTR shall be forwarded to the Customer. Customer must respond within five business days to the complainant (with a copy to RTR) and promptly take sufficient measures thereafter if necessary. In case Customer does not respond or RTR deems the measures insufficient, RTR is entitled to take any action it deems reasonably necessary to resolve the complaint.
- 5.6. In case a disproportionate number of complaints and/or severe complaints are received about any domain names or associated content or services by RTR regarding a (reselling or direct) customer of Customer, RTR may demand that the agreement between Customer and its customer is terminated.
- 5.7. RTR reserves the right to, at its discretion invoice Customer at its customary hourly rate for any action carried out under this section.

## 6. Price and payment

- 6.1. All fees charged by RTR are due the moment the service in question is initiated and will be deducted from Customer's account by RTR. In addition RTR may charge certain penalties or administrative charges as provided in these terms and conditions from the balance.
- 6.2. Customer is itself solely responsible for ensuring sufficient balance is available on the account. RTR is under no obligation to carry out any service if the account balance is insufficient at the moment the service in question is initiated, even if the service is to be carried out for a customer of Customer through multiple tiers of reselling.
- 6.3. For domain name registration RTR makes a reservation charge on the account balance. The amount of this charge is not available for any other transaction, even though the reservation charge may be lifted later.
- 6.4. Domain names are renewed only if the fee for the applicable renewal period can be deducted from the account by RTR. It is Customer's sole responsibility to ensure a sufficient balance is available at the moment RTR is about to make the deduction. RTR will announce at least thirty days in advance when such a deduction will be made, or as soon as possible if a domain name is transferred to Customer less than thirty days prior to the renewal date.

## 7. Data protection

- 7.1. Personal data of registered domain name holders is processed by RTR on behalf of Customer, where RTR operates as a data processor as that term is defined in applicable European data protection legislation.
- 7.2. RTR shall comply at all times with such legislation during the provision of services. In particular, RTR shall only allow access to personal data by its employees and contractors to the extent necessary for the proper performance of its obligations. RTR shall ensure that all such employees and contractors shall maintain the confidentiality and security of the personal data.



7.3. Customer is responsible for obtaining appropriate consent or other proper legal basis for the data processing, and must be able to supply proof of same to RTR. Customer shall indemnify and hold harmless RTR from all claims from data subjects relating to missing consent or insufficient legal basis.

7.4. Customer is responsible for any requests for disclosure, correction or erasure regarding personal data made by natural persons. In case RTR receives such a request, it shall be forwarded to Customer for further handling.

7.5. RTR may store personal data with a third-party data escrow service for security purposes. This includes third parties outside the European Union, but only if RTR has concluded a proper data processing agreement with these parties and (if in the USA) the third parties are included in the US Safe Harbor Program.

## 8. Confidentiality obligations

8.1. RTR shall not access any Customer data, except and to the extent strictly necessary for the provision of services, the solving of problems associated therewith, or with the express permission of Customer. In such a case RTR employees shall operate under strict obligations of confidence.

8.2. No obligation to keep confidential exists for information that is available to the general public, was already in possession of RTR at the time Customer supplied such data, is supplied by an independent party or was created by RTR independently and without the use of any information of Customer.

8.3. In case of a lawful order by a competent authority RTR is entitled to supply Customer data (including data of Customer's customers and end customers) to such authority even if subject to an obligation of confidentiality. However, unless the order forbids same, RTR shall inform Customer prior to such disclosure in order to allow Customer to take legal action against the authority in question if desired.

## 9. Limitation of liability

9.1. RTR shall be liable to Customer only for direct damages arising out of its intentional misconduct towards Customer or materially negligent performance of any of its obligations under the agreement.

9.2. RTR shall never be liable for any consequential, special, punitive and/or incidental damages, including loss of profits, arising out of or in connection with the agreement, even if advised of the possibility of such damages.

9.3. Any liability of RTR for an event shall be limited to the amount actually paid by Customer to RTR in the two weeks preceding the action for the action by RTR resulting in the event.

9.4. No liability shall exist for damages that have not been reported to RTR in writing within two weeks of their occurrence, or for damages where Customer failed to take appropriate measures to limit such damages.

9.5. Customer shall indemnify, defend and hold harmless RTR against any and all losses, claims, damages, liabilities, actions, costs or expenses, including reasonable attorneys' fees incurred by it in connection with any claim from third parties in connection with the agreement

9.6. RTR shall not be liable for any failure to fulfill any of its obligations under the agreement (including inability to receive payments to the credit balance) if that failure is due to force majeure. If the force majeure lasts for more than thirty consecutive days, either party is entitled to terminate the agreement with immediate effect. No obligation to reimburse any costs, fees or expenses shall exist for either party in case of such termination.



## 10. Duration and termination

- 10.1. This agreement is entered into for an indefinite period of time upon activation of the administrative account.
- 10.2. Customer may terminate by means of written notice at least one month prior to the desired end date. In case any domain names remain active on this date, the agreement remains in force until the last domain name has expired or has been transferred to another registrar.
- 10.3. RTR may terminate by means of written notice at least three months prior to the desired end date. In case any domain names remain active on this date, any end customers will be provided by RTR with the tokens or other information necessary to move their domain names to another registrar as soon as possible.
- 10.4. In case a party blamefully fails to comply with the material obligations under the agreement, the other party may terminate the agreement, but only after the party that failed to comply has not remedied the failure within a reasonable time period after having received a written notice of default that is adequate and as detailed as possible. If the failure is serious or cannot be remedied, the other party may terminate immediately by means of written notice.
- 10.5. A party may immediately terminate the agreement by written notice to the other party, without the requirement for notice of default or intervention of the Court, in the event of the following: if the other party has been granted suspension of payments, whether provisionally or not; if a petition for bankruptcy has been filed with respect to the other party and the petition has not been revoked within seven days; if the other party files for bankruptcy itself; or if the other party's enterprise is dissolved or terminated, except for the purpose of a merger with or absorption by another company.
- 10.6. RTR may charge an administrative fee for Customer's termination based on the time needed by RTR to process the termination in its systems.
- 10.7. If a credit balance remains upon termination, the balance is forfeited to RTR.

## 11. Change of agreement

- 11.1. The agreement, including these terms and conditions may only be modified upon agreement by the parties.
- 11.2. RTR reserves the right to adapt or add to these terms and conditions at any time. Such adapted or additional terms shall enter into force one month after notification thereof to Customer. In case the addition or adaptation is due to a change in regulation imposed upon RTR by a registry, the additional or adapted terms shall enter into force on the date imposed by the registry.
- 11.3. RTR reserves the right to increase prices at any time. Such increased prices shall have effect thirty days after notification thereof to Customer. Price increases as a result of price increases by registries or the correction of errors shall have immediate effect.

## 12. Applicable law and disputes

- 12.1. The law of the Netherlands governs the agreement and these terms and conditions. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 12.2. Any disputes arising between RTR and Customer in connection with the agreement will be settled by the competent courts in the Netherlands for the principal place of business of RTR.
- 12.3. In the event that any part of the agreement or these terms and conditions become or are declared to be invalid by any court of competent jurisdiction, such invalidity shall not affect the rest of this agreement.



The parties shall in such a case determine one or more replacement provisions that most closely approximate the clause concerned and which is legal under applicable law.

12.4. The failure of either party at any time to require performance by the other party of any provision of the agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of the agreement be taken or held to be a waiver of any further breach of the same provision.

12.5. Neither party may bring an action, regardless of form, arising out of or related to the agreement more than one year after the cause of action has arisen or the date of discovery of such cause, whichever is later. However, in no event can an action be brought more than one year after the date of termination of the agreement.

### 13. Miscellaneous terms

13.1. The parties enter into the agreement as independent contractors. No employment or agent/principal relationship is created by the agreement between RTR and Customer or any of their respective employees or agents.

13.2. The agreement shall not be assigned or otherwise transferred by a party without the prior written consent of the other party, which shall not be unreasonably withheld. Any such assignment without such consent will be null and void. However, no consent is necessary for an assignment or transfer of the agreement to any affiliate of the transferring party or any company that succeeds to substantially all of that party's business. Furthermore, RTR is permitted to assign and transfer the agreement to any third party. The agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.

13.3. Where in these terms and conditions a reference is made to a customer of Customer, this reference shall include all parties that have a direct or indirect relationship with Customer, such as through various levels of reselling.

13.4. Any requirement for a "written" statement can be fulfilled by using fax or e-mail, provided the identity of the sender and the integrity of such fax or e-mail can be determined with sufficient certainty.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Company name:

\_\_\_\_\_

Name:

\_\_\_\_\_

\_\_\_\_\_

Signature