

## SPEEDNAMES ONLINE GENERAL TERMS

### INTRODUCTION

These General Terms regulate the relationship between Speednames and you. The offers and proposals of Speednames are not binding. By submitting an Order to

Contact is an individual or organization authorized to interact with the Registry Speednames, you agree to be bound by these General Terms as well as any service descriptions and pricing sheets.

### A. DEFINITIONS

ADMINISTRATIVE CONTACT: the Administrative

Administrative contact shall be able to answer non-technical questions about the Domain Name and the Registrant. In all cases, the Administrative Contact is viewed as the authoritative point of contact for the Domain Name, second only to the Registrant;

BILLING CONTACT: the Billing Contact is an individual or entity responsible for receiving the bills and paying the Registry any fees applicable to the registration and administration of a Domain Name. Speednames will be the Billing Contact as default. The Billing Contact may be the same as the Administrative or Technical Contact;

DELETION: a Deletion of a Domain Name at the Registry level;

DNS: Domain Name Server;

DOMAIN NAME: alphanumeric string corresponding to an address in the global DNS;

ICANN: the Internet Corporation for Assigned Names and Numbers;

INFORMATION: any kind of Information, regardless of the form, given from one Party to the other under this Agreement (oral, written, electronic or in other visual form). Included herein is any technical or non-technical Information regardless of the form, that a Party observes or obtains knowledge of by going through Information, which includes, without limitation, Information regarding technical processes, specifications, production techniques, and sales and marketing information. Further included are all documents, electronic files, reports, analyses, examinations, investigations, studies or notes prepared by a Party or a Party's consultant, if the content is based on Information;

MODIFICATION: change of administrative contact, or any other registration detail not involving change of Registrant;

ORDER: all written requests from you to Speednames regarding registration of a Domain Name, Expiration, Modification, Transfer of Registrar, Redelegation, Transfer of Registrant.

PARTY: refers to either you or Speednames;

PARTIES: refers to you and Speednames collectively;

REDELEGATION: change of DNS;

REGISTRANT: the individual or organization that registers a specific Domain Name for a specified period of time provided certain conditions are met and the registration fees are paid. This person or organization is the legal entity bound by the terms of the relevant service agreement with the Registry for the TLD in question;

REGISTRAR: corporation or person accredited by ICANN or a Registry to register Domain Names under that/those TLD's;

REGISTRY ADMINISTRATOR (REGISTRY): local organization administering and assigning the local TLD's;

RENEWAL: reservation for another term of the rights in the Domain Name;

SERVICE: registration of a Domain Name, Expiration, Modification, Transfer of Registrar, Redelegation, Transfer of Registrant;

TECHNICAL CONTACT: the Technical Contact is an individual or entity responsible for any technical issues regarding the Domain Name. Speednames will be the Technical Contact as default. The Technical Contact may be the same as the Administrative or Billing Contact;

TLD: Top Level Domain, e.g. '.dk' as a Country Code TLD (ccTLD) or '.com' as a Generic TLD (gTLD);

TRANSFER OF REGISTRANT: a transferral of a Domain Name from one Registrant to another;

TRANSFER OF REGISTRAR: a transferral of a Domain Name between Registrars;

WORKING DAY: weekdays from CET 9 a.m. to 5 p.m. excluding applicable local holidays at Speednames' place of business.

### B. SPEEDNAMES RESPONSIBILITIES

1. Speednames shall;

- seek to register the Domain Name requested by you by submitting the necessary information and documentation to the relevant Registry;
- carry out modifications;
- perform the transfer of Registrar/redelegation to the effect that the Domain Names in question are moved from the current registrar/provider to Speednames or vice versa;
- carry out the transfer of Registrant, which is any modification that regards the Registrant, notwithstanding how small a change, e.g. company name change;
- renew all Domain Names that are subject to the contractual relations;
  - offer support to you in technical, administrative, strategic, legal and other domain related areas.

2. Speednames shall inform you via your Speednames login or administrative email of the information and documentation needed from you in order to complete the Orders submitted by you.

1 Speednames is as Billing Contact responsible for the payment of local registration fees to Registries. Subject to Registry approval Speednames shall automatically renew all your Domain Names unless you specifically have requested that a Domain Name shall not be renewed, cf. Section D.1

2 Speednames shall deliver services duly and in accordance with ethical conduct within the IT Service Business. Speednames may subcontract part or all of the Services.

3 Speednames does not guarantee the availability of a Domain Name – even if such availability is indicated by the system -as the Domain Name in question may simultaneously be registered by a third party.

### **C. YOUR RESPONSIBILITIES**

1. All Orders shall be in writing.  
2. When applying for or transferring a Domain Name you represent and warrant that:

- the statements made in the application are complete and accurate;
- to your best knowledge, neither the registration of the Domain Name nor the manner in which it is directly or indirectly used/intended to be used infringes the legal rights of a third party;
- you will not knowingly use the Domain Name in violation of any applicable laws or regulations;
- the Domain Name is not being registered for an unlawful purpose;
- the Domain Name carries no debt or any other financial burdens; and that
- you shall abide by any ICANN and/or Registry adopted policy prohibiting or restricting warehousing of, or speculation in, Domain Names.

3. You shall ensure that all Domain Names and your Speednames Account contain accurate and reliable contact details. You shall promptly take the necessary steps to correct and update all contact details during the term of this Agreement.

4. Your wilful provision of inaccurate or unreliable information; your wilful failure to promptly update information as requested by Speednames, or your failure to respond within fifteen (15) days to inquiries by Speednames concerning the accuracy of the information associated with your Domain Name registrations, shall constitute a material breach of this Agreement and shall entitle Speednames to cancel the relevant Domain Name registration.

5. The person appointed as the Administrative Contact person for a Domain Name by you and depicted as such in the authoritative WHOIS database is considered to be your agent with full authority to act on your behalf with respect to the Domain Name registration including, but not limited to, the authority to terminate, transfer or modify the Domain Name.

6. You hold no rights over a Domain Name until;  
• the Registry has accepted your application and filed a registration of the Domain Name and you

have received confirmation hereof from Speednames, and

- the full registration fee has been paid and cleared into Speednames Account.

7. You shall respect Speednames' Intellectual Property Rights as well as marketing rights, and therefore you shall inter alia not translate, modify or otherwise create derivative works based on Speednames' products or Services rendered, user manuals, marketing information or other information or property of Speednames provided to you during the term of your relations with Speednames.

8. Your Speednames Account. You shall safeguard the login e-mail and password to your Speednames Account from any unauthorized use. Speednames has the right to consider any action performed via your Speednames Account by using your authorized user's login e-mail and password as an action authorized by you, and you shall be liable for any such action.

9. You authorize Speednames to interact with Registries in your name and on your behalf pursuant to your instructions, including to accept the applicable terms and conditions and policies of the Registries.

10. As long as a Domain Name is not used for a website, you authorize Speednames to lead the relevant URL to a website of Speednames with information that the Domain Name has been registered by Speednames on behalf of a client. Speednames reserves the right to modify such default page and display advertising on it.

### **D. TERM AND TERMINATION**

1. **Subscription.** Speednames handles a Domain Name registration and/or transfer of Registrar as a subscription and shall automatically renew your Domain Name unless;

- you wish to expire a Domain Name and inform Speednames hereof no later than forty-five (45) days prior to expiration date by choosing "Let domain expire" via your Speednames Account or;
- Speednames informs you otherwise.

Regarding transfer of Registrar to Speednames the periods added to the WHOIS expire date varies;

- gTLD's are generally auto-renewed with an additional period of 1 year as a part of the transfer and;
- ccTLD's are generally not automatically added an additional period when transferred.

You may terminate your subscription to a Domain Name at any time by transferring your Domain Name to another registrar upon giving Speednames a forty-five (45) days written notice. However;

- any fees due or already paid will not be reimbursed and;
- if you have a prepaid subscription you will not be able to transfer the

remaining term of the subscription to another registrar.

- you will be prohibited from changing registrar during the first 60 days after initial registration.

#### **E. TERMINATION FOR CAUSE**

1. Either Party shall have the right to immediately terminate its relation with the other Party upon a material breach by the other Party (hereinafter the Breaching Party). The Party claiming the breach shall notify the Breaching Party in writing and subsequently provide the Breaching Party with an explanation setting forth in reasonable detail the material default. The following actions or omissions shall constitute a material breach:

- abuse of the other Party's Intellectual Property and Marketing Rights;
- breach of confidentiality;
- your use of a Domain Name, which is subject to the General Terms, contrary to existing law or behaviour generally accepted on the Internet, including herein without limitation the sending out of unsolicited mass communications ("spam");
- your failure to abide by any policy adopted by a Registry or ICANN, which has been communicated by Speednames to you.
- your failure to reply to any notice from Speednames A/S without undue delay.

Speednames has the right but not the obligation to cease immediately its services should such a material breach occur on your behalf.

2. Chargeback. In the event payment made by you or your agent is revoked (e.g. due to fraudulent credit card or bounced check), Speednames has the right to immediately deactivate the affected domain name and transfer the registration of the domain name to Speednames without prior notice to you. To implement the re-transfer of the registration from Speednames to you, you will be liable to pay to Speednames A/S a EURO 300 penalty per registration for which payment has been revoked. Such penalty must be paid in full before the registration is re-transferred to you. The acceptance of the payment of such penalty and the re-transfer of the domain name registration shall be at the sole discretion of Speednames.

Subject to mandatory statutory provisions either Party shall have the right to terminate its relation with the other Party should any voluntary or involuntary proceeding be commenced by or against the other Party under any bankruptcy or other similar laws for the protection of insolvent debtors, except that in the case of an involuntary proceeding no termination shall occur as long as the Party is diligently seeking to vacate or dismiss such proceeding. Termination shall be communicated with a 14Day notice in writing and have effect from the receipt thereof.

#### **F. EFFECTS OF TERMINATION**

1. Upon termination of the relations between the Parties, whether for cause or not, Speednames shall complete the Orders submitted by you to Speednames prior to the date of such termination unless otherwise agreed between the Parties.

2. Upon termination of the relations between the Parties, Speednames shall faithfully and to a reasonable extent, that does not affect Speednames other business dealings, contribute to the transfer of the Domain Name portfolio to another registrar.

#### **G. INDEMNITY**

1. Speednames shall indemnify, defend and hold you harmless from and against any claims, actions or demands alleging that all or any of the Services to which Speednames has warranted to have any intellectual property rights, infringe any trademark or other intellectual property right of a third party, provided that:

- you promptly notify Speednames, in writing, of any notice or claim of such alleged infringement,
- you permit Speednames to control the defence, settlement, adjustment or compromise of any such claim, and
- the claim does not result from your unauthorised use of the Services rendered under this Agreement.

2. You shall indemnify, defend and hold harmless Speednames as well as its directors, officers, employees, agents and affiliates from and against all liabilities, damages, losses, expenses, claims, demands suits, attorney fees, and costs and expenses incidental thereto, arising out of or related to the Domain Name or arising from any act, error or omission of yourself or any of your directors, officers, employees or agents, provided that Speednames shall promptly notify you in writing of any such claim and permit you to control the defence, settlement, adjustment or compromise of any such claim.

#### **H. LIMITATIONS ON LIABILITY AND DAMAGES**

1. Speednames is not responsible for any third party technology, products, services, declarations, acts or omissions or any other conditions to be directly or indirectly referable to a third party.

2. Speednames excludes itself from any liability for damages due to any failure in the Domain Name registration, transfer or renewal process, hereunder, but not limited to:

- malfunctioning of Speednames' database or servers;
- data input error;
- procedures, rules or policies laid down by ICANN, Registry, practices, customs or prejudices of Court of Laws or Dispute Resolving Arbitrators or;
- Registry's refusal of granting you the Domain Name for any reason.

Limitation of liability shall apply under the condition that the damages are not due to intentional or gross negligence caused by either Speednames, its legal representatives or persons employed in performing an obligation.

3. Except in respect of injury to or death of any person or any other liability that cannot be limited or excluded by law, the respective liability of Speednames in respect of each event or series of connected events shall not exceed EURO 5,000.

4. Notwithstanding anything to the contrary in these General Terms, Speednames shall not be liable to you for loss of profits or contracts, loss of goodwill or other special, indirect or consequential loss whether arising from negligence, breach of contract or the like.

#### **I. MISCELLANEOUS**

1. **Payment.** Speednames shall automatically charge the then-current renewal fee to the credit card last used on your Speednames Account. Your credit card information will be stored at a neutral 3rd party clearing company and shall not be used for payment of any other service than renewal of your current engagements with Speednames. Has your billing information changed since you last used your credit card with Speednames you must inform Speednames hereof by updating the credit card details depicted in your Speednames Account, with your new details no later than fortyfive (45) days prior to the expiration date.

2. **Use of personal data.** Personal data provided by you or your agent to Speednames in the course of the contractual relationship will be;
- submitted to Registry for Registry use;
  - made publicly available through Speednames' service as required by ICANN and;
  - used by Speednames for the purposes of the contractual relationship, including to inform you about our services and products.

Such uses imply that your personal data will be disclosed to third parties and processed abroad.

By submitting your Order to Speednames you consent to the above data collection and processing and you agree and represent that notice of the use described above has been given to any third party whose personal data is supplied to Speednames.

Speednames will take reasonable precautions to protect personal data from loss, misuse, unauthorized access or disclosure, alteration or destruction. Speednames will not process the personal data collected from you in a way not compatible with the above-referred purposes.

- 1 **Taxes.** Each Party will bear all taxes for which it is legally liable due to the relations between the Parties. If one Party is obligated to collect or remit any taxes for which the other is liable, the latter will reimburse the other Party upon request and submission of reasonable proof that the taxes were paid.

- 2 **Governing Law and Jurisdiction.** Danish law shall govern the relationship between the Parties exclusive of its choice of law rules.

Any dispute, controversy or claim relating to this Agreement and any subsequent amendments hereof including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims shall be determined by the County Court of Copenhagen, Denmark,

(Københavns Byret).

- 1 **Dispute resolution for Domain Names.**

You are bound by and obliged to adhere to the Uniform Domain Name Dispute Resolution Policy (UDRP) adopted by the Internet Corporation for Assigned Names and Numbers (ICANN) and to the TLD specific policies adopted by each Registry, which are incorporated herein by reference. Each policy can be found on the specific Registry's web site, the location of which can be ascertained via <http://www.iana.org/cctld/cctld-whois.htm>. In relation to disputes concerning or arising out of your use of a Domain Name you must submit without prejudice to potentially available other jurisdictions, to the courts of your domicile and the courts in the jurisdiction of the relevant Registry.

- 2 **Severability.** If any provision of these General Terms is held by an arbitrator or by a court of competent jurisdiction to be unenforceable, invalid or void in any respect, no other provision of these Terms shall be affected thereby. The remaining provisions of these Terms will remain in full force and effect.

- 3 **Remedies and Waivers.** All rights and remedies of the Parties are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to be to the exclusion of or to limit or prejudice any other rights or remedies that the Parties may have. The Parties shall not be deemed to waive any of their rights or remedies under these Terms, unless such waiver is in writing and signed by the Party to be bound. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

- 4 **Force Majeure.** Except for the payment of money, neither Party shall be liable for any failure to perform any obligation or provide service hereunder due to events beyond the reasonable control of the Party whose performance is to be excused, hereunder but not limited to fire, explosion, virus, earthquake, war, instructions of Government or other public authorities, strike, work stoppages, Acts of God, equipment or facilities shortages which are being experienced by providers of telecommunications or internet services generally.

- 5 **Notices.** Any notice, request, demand, approval or consent required or permitted under the relations between the Parties shall be in writing and shall be effective upon actual receipt when delivered by (a) registered mail, postage prepaid, return receipt requested, (b) personal delivery, (c) an overnight courier of recognised reputation (such as DHL or Federal Express),

(d) transmission by facsimile, in each case addressed to in the case of Speednames:

Speednames A/S Att.: Support Department  
15 Arne Jacobsens Allé DK-2300 Copenhagen S  
Denmark Telefax: + 45 3388 6301 or by e-mail  
to [legal@speednames.dk](mailto:legal@speednames.dk).

or in your case to your last known address or email as communicated to Speednames.

**10. E-mail communication.** All demands for written notice and other written communications are considered complied with by the use of e-mail sent from or to your Speednames Account. E-mails are considered sent when the message has been sent from the IT-system to which the senders e-mail account is associated. E-mails are considered received when the message has been received by the IT-system to which the recipients e-mail account is associated.

**11. Headings.** All section headings, titles or captions contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**12. Amendments to General Terms.** These General Terms may be subject to changes due to modifications in ICANN or Registry policies to which Speednames must abide or in any other agreements that Speednames is currently or will be bound by, as well as to adjust to changing business circumstances. Amendments to the General Terms shall take effect 30 days after publication on the website of Speednames at <http://speednames.com>. If you do not agree to any of such amendments, you may request that your Domain Name(s) are transferred to another registrar. Your continued use of any Domain Name registered through Speednames shall constitute your acceptance of amendments.

12. August 2005