

**INTRODUCTION**

The following terms are agreed between aqumo technologies (hereafter AQUMO) and any individual or legal entity, consumer or professional, under private law or public law, wishing to proceed with the registration, renewal or transfer of a domain name (hereafter CLIENT)

AQUMO informs CLIENT that domain names are attributed for use to the party that has firstly sent its application to the relevant registration body, in respect of correct technical methods and in line with these terms and their annexes. This criterion of priority is commonly known as "*first come, first served*".

The registration becomes valid once the requested fees have been paid, subject to special promotional offers. In the case of a discrepancy between these special terms and the general terms, the special terms prevail. In the case of a discrepancy between these special terms and the annexes, the annexes prevail.

**ARTICLE 1 : SUBJECT**

AQUMO is authorised to assign in the name of its clients domain names and to proceed with their renewal. CLIENT also has the opportunity of proceeding with the registration of available domain names, in accordance with the offers in force.

**ARTICLE 2 : DOMAIN NAME REGISTRATION PROCEDURE**

All registration requests involve the prior and conditional acceptance of the administrative and technical naming rules that regulate the requested domain name and the acceptance, insofar as they exist, of any conflict resolution rules in place between the domain name owner and all third parties that claim rights over all or part of this name. The naming rules will, where necessary, be specified in the annexes.

AQUMO manages, for the majority of cases, its database of domain names at EURODNS S.A. 2 rue Leon Laval, L-3372 Leudelange, Luxembourg (hereafter EURODNS) and at GoDaddy Operating Company, LLC, 14455 N Hayden Rd Ste 219 Scottsdale, AZ 85260, USA (hereafter GODADDY). As a consequence, CLIENT confirms that it accepts and will comply with the rules dictated by the latter, particularly those cited (in direct or indirect form) on the website <http://www.eurodns.com/documents/terms-and-conditions> and on the website <https://uk.godaddy.com/legal-agreements.aspx>. If AQUMO has registered the domain name at another provider, CLIENT confirms that it accepts and will comply with the rules dictated by the latter. At CLIENT'S request, AQUMO provides to it indications concerning the names of the managers at which the domains relevant to it are registered.

CLIENT provides to AQUMO in writing (even electronically) all necessary information to proceed with the registration of the requested domain name; in particular, CLIENT specifies the name and full details of the person to whom the domain name is registered (hereafter HOLDER) and the names and full contact details of the administrative contact. In the absence of communication by CLIENT, AQUMO will register the aforementioned details in its own name.

AQUMO will specify in its own name the details relating to the billing contact and the technical contact.

The completeness of the requested information is a condition for the admissibility of the registration procedure. Any incompleteness of the data provided will involve the impossibility of successfully proceeding with the registration.

CLIENT guarantees to have received a mandate from all persons whose personal data it discloses, with reference not only to the registration and communication of their names and contact details, but also to the collection and publication of those details on the internet.

CLIENT is duly required to verify the availability of the desired domain names, by contacting the relevant registrar or via the website <https://skyline.aqumo.net> (hereafter ONLINE SHOP). AQUMO is not in any way responsible for the details contained in the Whois database or any equivalent database, or for their update.

CLIENT declares that the information sent to AQUMO is true and dispenses it from performing any check. CLIENT undertakes, if any of the details previously sent when registering or renewing a domain name are changed, to notify AQUMO of that change within seven working days of the change event.

CLIENT undertakes to respond to any request for update by AQUMO, which reserves the right to suspend at any time the domain name whose details appear to be invented.

### **ARTICLE 3 : DURATION OF CONTRACT AND TERMINATION**

These terms are valid for the entire contractual duration of the domain name registration, including the duration of any domain name renewal, irrespective of the causes of termination set out below as a non-exhaustive list.

In addition to the reasons listed in the general terms, AQUMO reserves the right to terminate the contract in the following cases:

- sending of incorrect information upon registering or renewing domain name;
- failure to comply with the rules imposed by ICANN or by a control authority, with which the parties must comply;
- non-payment of sums due by way of registration or renewal of the domain name;
- failure to comply with public order, laws or customs in force.

### **ARTICLE 4 : LIABILITY**

It is prohibited to provide incorrect personal data, particularly with the aim of attempting to obtain a domain name in a largely anonymous manner and this will involve *ipso facto* the closure of the account and the domain name(s) linked to the same.

CLIENT will be entirely liable for all consequences, of any nature, including financial, if it has not received a mandate from the persons whose names and data it sends for the purposes of registering a domain name.

AQUMO will do everything possible to ensure in a reasonable timescale the update of the data under its control. Similarly, CLIENT accepts liability for the data communicated and guarantees to AQUMO that the entity in whose name the domain is registered has provided to it, explicitly or implicitly, a mandate to that

effect. AQUMO may not be held liable in all cases where the mandate in place between the HOLDER and CLIENT is invalid, as that agreement is made between third parties and cannot be enforced upon AQUMO. As a consequence, any invalidity of the mandate will put into effect a transfer by law of all liability towards CLIENT on an exclusive basis.

CLIENT is liable for all actions or events relating to the registered domain, even where a licence for use is granted to a third party. CLIENT must perform a check on that third party as regards the use of the domain name in compliance with the rules imposed by ICANN or by the control authority and the contractual rules dictated by AQUMO.

CLIENT undertakes, in the event of a dispute concerning domain names, to comply with the extrajudicial dispute resolution procedure in relation to domain names.

#### **ARTICLE 5 : TRANSFER AND LICENCE OF DOMAIN NAME**

The transfer of the domain name by CLIENT to a third party is enforceable upon AQUMO only in the following circumstances:

- receipt by AQUMO of the transfer notification by recorded delivery letter;
- payment of the full balance of registration and transfer costs for the change of holder to AQUMO,
- any signature of a transfer document requested by the registrar and compliance with the specific transfer procedure regarding the domain in question.

The licence for use, on the other hand, even on an exclusive basis, is not in any way enforceable upon AQUMO, even if it has been notified to the same. As a consequence, in the latter case, the HOLDER of the domain name remains AQUMO's interlocutor and is solely liable for the actions and events relating to the use and exploitation of that domain name.

#### **ARTICLE 6 : CHOICE OF DOMAIN NAME**

CLIENT, before proceeding to request a domain name, must perform all appropriate checks. In particular, it will ensure that it does not cause prejudice:

- to a prior distinctive sign, both in the case of a trademark right or a right linked to a company name, sign or trade name, denomination of origin or geographical indication;
- to a personal right,
- to a copyright.

In general, CLIENT will ensure that the domain name:

- does not cause offence to public order, or to the laws or customs in force,
- is not defamatory or racist,

- is not likely to be considered as speculative or abusive.

AQUMO, by way of information, specifies to CLIENT, with these rules, that the omission of in-depth searches performed prior to the registration of the domain name, may lead to legal actions of infringement and/or unfair competition at the exclusive liability of CLIENT.

AQUMO also informs CLIENT that certain names, concerning, for example, geographical and/or geopolitical concepts, or likely to cause offence to public order, may not be used.

#### **ARTICLE 7 : THIRD PARTY RECOURSE**

All recourses that involve a jurisdictional measure or a decision made in application of mediation or arbitration procedures of the domain names will be the full responsibility of CLIENT.

As part of those proceedings, CLIENT may, without prior notice, be deprived of a registered domain name in the case of transfer of a domain name to the benefit of a third party that has brought an action relating to that domain name. The domain name in question may similarly be suspended during the proceedings until their conclusion.

If, as part of those disputes, AQUMO is summonsed to the case, CLIENT will keep AQUMO indemnified from all costs incurred on the occasion of those proceedings, irrespective of their cause or consequences and irrespective of the nature of those proceedings, thus in the case of jurisdictional proceedings, arbitration or a re-assignment procedure. In particular, this includes costs incurred relating to technical interventions, procedural costs as well as professional fees.

The same rules apply to applications submitted by EURODNS, GODADDY, by the registrars, by ICANN or by the control authorities.

#### **ARTICLE 8 : NAMED DATA**

The application for deletion of data made by CLIENT will automatically lead to the termination of the effects of this contract and will be transmitted, as it constitutes a request for deletion of the requested data mandatorily from the registry and by the control authorities that manage the online databases.

The data necessary for online publication and databases relating to domain names is considered public; as a consequence, any objection to its publication is not permitted, subject to the simultaneous request for the effects of these contractual rules to cease.

#### **ARTICLE 9 : STORAGE AND TRANSMISSION OF DATA**

AQUMO undertakes to transmit the data that it possesses only for the purposes of ensuring the performance of the service.

**ARTICLE 10 : TRANSFER AND CANCELLATION OF DOMAIN NAME**

All judicial enforcement measures served upon AQUMO, along with any arbitration award duly notified to AQUMO ratifying the transfer or deletion of a domain name registered by CLIENT, will be immediately enforced by AQUMO without prior communication to CLIENT.

All voluntary transfers of domain names due to a change of the registration body will take place in accordance with the terms of the given domain. The transfer to AQUMO will be effective from the transfer confirmation by the registrar. The transfer from AQUMO will have effect from the time of the request made, prior to the expiry, in the name of the CLIENT by the new chosen registration body, provided that:

- there are no pending disputes, judicial or otherwise, between AQUMO and CLIENT,
- there are no pending proceedings brought by third parties,
- the terms of transfer of the domain have been complied with.

Any lack of renewal of a domain name at the expiry date will be equivalent to a cancellation of the domain name and will render available, from the date and time of cancellation, the cancelled and not renewed domain name.

CLIENT is expressly prohibited from making any transfer relating to a domain name that is subject to dispute.

All transfers, transfer applications or cancellation of the domain name, whatever its cause, will not involve any return of the sums collected by AQUMO, subject to proof of the actual liability of the same.

If CLIENT falls into liquidation, ceases its business or is subject to insolvency proceedings, for the domain name registration period, the designated representative may ask that the same is transferred to the successor of the HOLDER of the domain name, accompanying that request with the necessary documents.

**ARTICLE 11 : RIGHT OF WITHDRAWAL**

CLIENT acknowledges that the registration of a domain name at AQUMO constitutes, based upon the decision made by CLIENT on the root name and the extension (*tld*), the supply of a personalised good. It follows that CLIENT is expressly informed that it may not, in application of these provisions, exercise the right of withdrawal on the registration of the ordered domain name. This right cannot be exercised, a fortiori, by CLIENT if the registration is renewed.

**ARTICLE 12 : ADDITIONS AND AMENDMENTS**

The rules relating to the domain name issued by ICANN, by the control authorities, by the registrars, by EURODNS, GODADDY or other registration bodies are applied by law to these contractual terms. In addition, all amendments to the terms that bind AQUMO with the Registry, ICANN, EURODNS, GODADDY or other registration bodies and all control authorities are applied by law, immediately and without preliminary information to CLIENT which expressly accepts, to the extent that those amendments are enforceable on AQUMO.



**Special terms for domain  
registration**

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**ARTICLE 13 : DISPUTES**

AQUMO reserves the right to place the domain name of CLIENT on hold during the resolution of any dispute. AQUMO reserves the right to suspend or cancel the domain name of CLIENT where the latter uses the domain name to send unsolicited sales communications, in violation of the applicable law and the acceptable use policy on the internet, or if CLIENT uses its domain name for an illegal activity.