

# General Terms and Conditions of easyname GmbH

easyname GmbH  
Canettistraße 5/10  
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## Abschnitt A: General provisions

### 1. Scope of conditions

- 1.1 All deliveries and services of easyname GmbH (hereinafter also referred to as the 'Contractor') shall exclusively be performed on the basis of these General Terms and Conditions (hereinafter also referred to as 'Terms and Conditions'). With respect to entrepreneurs, these Terms and Conditions shall also become an integral part of future contracts between the parties in the area of hosting and domains, even if they are not expressly agreed again.
- 1.2 By clicking the according box during the ordering process, the customer agrees to these General Terms and Conditions.
- 1.3 The Contractor does not recognise any terms and conditions of the customer that deviate from these General Terms and Conditions unless the Contractor has expressly agreed to their validity in writing. These General Terms and Conditions shall apply even if the Contractor provides its services without reservations while knowing of the customer's conflicting or deviating conditions. This Clause 1.3 applies exclusively to entrepreneurs.
- 1.4 If the customer uses its own general terms and conditions, the application of these is expressly excluded. Employees and representatives of the Contractor have no authority to conclude individual agreements with the customer or to accept deviating terms and conditions of the customer. For consumers, this restriction only applies if the Contractor has pointed it out in the respective order form. The Terms and Conditions apply equally to consumers (Section 1 (1) No. 2 of the Austrian Consumer Protection Act, KSchG) and entrepreneurs (Section 1 (1) No. 1 KSchG). We shall point out deviations accordingly.

### 2. Conclusion of contract

- 2.1 The customer's application for the conclusion of the intended contract consists either of the transmission of the written online order form to the Contractor or of the sending of an electronic declaration, if this is offered in an individual case. The customer shall be bound by its application for 14 days. Customers who are consumers are bound by their application for 7 days. The Contractor can accept the customer's contract offer within 14 days. The contract shall only be concluded upon the express acceptance of the customer's application by the Contractor or upon the first act of contractual fulfilment performed by the Contractor. The Contractor reserves the right to refuse to conclude a contract with the customer without stating reasons. If the Contractor rejects the customer's contract offer, the Contractor shall notify the customer of this.

### 3. Services

- 3.1 The scope of services and, if applicable, the technical specifications for the respective service result from the associated service description at the time the service was ordered.
- 3.2 All prices include taxes payable under governing law, in particular value added tax.
- 3.3 With respect to customers who are entrepreneurs, the Contractor is entitled to expand its services, adapt them to technical progress and/or make improvements. This applies in particular if the adaptation appears necessary to prevent misuse or if the Contractor is obligated to adapt the service due to statutory regulations. If, as a result of such changes in services, the Contractor provides additional services that do not form part of the customer's obligation to pay, these may be omitted or replaced by other solutions at any time. In the event of any changes in services, the Contractor shall notify the customer as per the process described in Clause 15. This provision does not apply to consumers.

### 4. Availability

- 4.1 The availability of the Contractor's servers shall be at least 99% on average per annum, with downtime caused by scheduled maintenance work, which is excluded from the above availability, not exceeding 10 hours per month and not exceeding 6 hours at a time. The Contractor shall notify the customer of scheduled maintenance work by e-mail at least 7 days in advance. Deviating agreements, in particular higher levels of availability of the individual products, may result from the respective relevant Service Level Agreement (SLA), if such has been agreed.
- 4.2 In order to maintain and guarantee the security and availability of services, the Contractor shall carry out maintenance work, conversions or extensions of the infrastructure as required. The Contractor shall endeavour to carry out this work outside normal business hours where possible, to keep the resulting service interruptions as short as possible and to inform customers in advance of any outages. If the urgency of the work to be carried out does not allow this, the Contractor reserves the right to carry out work without prior information and notification of the customer.

### 5. Obligations of the customer

- 5.1 The customer warrants to the Contractor that all data submitted by the customer to the Contractor is complete and accurate. The customer undertakes to transmit any changes to its data to the Contractor without delay. Upon corresponding request by the Contractor, the customer is obligated to provide proof for the information stated.

- 5.2 The Contractor is entitled to send all information and declarations of intent relevant to the respective contractual relationship to the e-mail address specified by the customer. The customer represents that it shall check this e-mail inbox regularly for new messages and to notify the Contractor of any changes to the e-mail address. Written communication from the Contractor shall be effective if it is sent to the current address provided by the customer. In the case of consumers, this communication shall not be deemed to have been received until it can be retrieved by the consumer under ordinary circumstances.
- 5.3 The customer shall conscientiously secure and manage its passwords and other access data and take care to keep them secret at all times. The customer is required to change its passwords regularly and, insofar as these are assigned (for example, as an initial password), it shall change them without delay.
- 5.4 The customer is obligated to inform the Contractor without delay as soon as it becomes aware that third parties are using its password without authorisation. The customer shall be obligated to compensate the Contractor for all damage due to use or misuse of the passwords by third parties, insofar as the customer is at fault for this due to a breach of the security and confidentiality obligation in accordance with the above and the Contractor is not at fault.
- 5.5 The customer is obligated to create backups of the data and content stored in the contractual storage space regularly and to a sufficient extent. These backups may not be stored in the contractual storage space. There is no obligation on the part of the Contractor to regularly back up the content and data of the customer without a separate contractual agreement.
- 5.6 The customer undertakes to use the resources made available to it in such a way that the security and/or availability and/or system integrity of the Contractor's systems are not impaired.
- 5.7 The Contractor is entitled to block customer systems or access if the obligations under the present Clause 5 'Obligations of the customer' are violated by the customer or a third party and the Contractor is not at fault.
6. **Content of the web pages, blocking of web content**
  - 6.1 The customer is responsible for ensuring that its web pages comply with the legal requirements. In particular, it undertakes to comply with the relevant legal provisions such as the Austrian Telecommunications Act (TKG), the General Data Protection Regulation (GDPR) and the Austrian E-Commerce Act (ECG) and to fulfil its legal notice obligations. The customer undertakes not to use the web space provided to it for the dissemination of illegal content. Express reference is made to the provisions of the Austrian Pornography Act, the Austrian Prohibition Act and the relevant provisions of

the Austrian Criminal Code, according to which the transmission, distribution and exhibition of certain content is subject to legal restrictions. The customer undertakes to comply with the governing legal provisions and to also impose this obligation on the authorised users of the web page and to take all measures which are technically and organisationally possible to avoid any unlawful use of the services offered.

- 6.2 Furthermore, it is expressly prohibited to send so-called 'spam e-mails' or similar from the Contractor's servers in any way. In addition, any communication that endangers public order and safety or morality or is otherwise contrary to public decency or the law is prohibited.
- 6.3 By transmitting the web pages or content (to the Contractor), the customer shall indemnify the Contractor from any liability for the content and expressly warrants that it shall not transmit any material and not display any material of third parties which defames, disparages or insults other persons or groups of persons. The customer also warrants that it shall pay any fees arising from the publication of the content (e.g., fees to collecting societies) to the respective organisations. The customer further expressly warrants that it shall not publish any content or data that violates the applicable governing law. This also applies if such content is made accessible through hyperlinks or other interactive connections that the customer sets up on third-party web pages.
- 6.4 Unless otherwise agreed, content potentially harmful to minors which is not excluded pursuant to Clause 6.3 is only permitted if minors are protected from accessing it and the legally prescribed measures, in particular suitable age verification systems with legal certainty, are provided on the customer's web pages.
- 6.5 If the customer violates its obligations under the above Clauses 6.1 to 6.4 or if there is a reasonable suspicion of unlawfulness, the Contractor is entitled to block the relevant web pages or services. A sufficient suspicion of unlawfulness is present in particular if the Contractor has received a warning from the allegedly infringed party or is otherwise subject to a claim for injunctive relief due to the unlawfulness of the published content, and the warning or the request for injunctive relief are not obviously unfounded. As far as possible, the customer's opinion shall be sought beforehand, otherwise the customer shall be informed without delay. If the customer is at fault, it shall bear any costs of blocking. Here, it must be clarified that the customer's payment obligation remains unaffected by this.
- 6.6 The Contractor reserves the right to generally block content that could impair the regular operation or the security of the server, or to prevent the operation of such content in individual cases.

## 7. Warranty

- 7.1 For transactions with consumers, warranty claims shall be governed by the statutory provisions.
- 7.2 For transactions with entrepreneurs, the customer shall notify the Contractor of defects without delay and shall support the Contractor to the best of its ability in the event of a possible remedy of defects, in particular by taking all reasonable measures for data security.
- 7.3 With respect to entrepreneurs, the Contractor assumes no warranty that the hardware and software used or provided by the Contractor meets the customer's requirements, is suitable for certain applications and is free of crashes, errors and malware, unless this has been expressly agreed.
- 7.4 The Contractor assumes warranty vis-à-vis entrepreneurs only to the extent that the hardware and software used or provided by the Contractor shall function essentially in accordance with the manufacturer's performance specification at the time of transfer, under normal operating conditions and with normal maintenance. Any further warranty is excluded.
- 7.5 Otherwise, the Service Level Agreement (SLA) of the Contractor shall apply as contractually agreed between the customer and the Contractor in the version valid at the time of contract conclusion.

## 8. Liability

- 8.1 The consumer's claims against the Contractor for liability and damages shall be governed by the statutory provisions.
- 8.2 As far as transactions with entrepreneurs are concerned, the following shall apply:
  - 8.2.1. The Contractor shall be liable for intent and gross negligence in accordance with the statutory regulations.
  - 8.2.2. The Contractor shall be liable for minor negligence only in the case of breach of a material contractual obligation which permits the due performance of the contract or which is relevant for the contractual purpose. In these cases, the Contractor shall only be liable in the amount of the foreseeable damage typical for the contract.
  - 8.2.3. The amount of the Contractor's liability vis-à-vis entrepreneurs shall also be limited, in the event of minor negligence, to the respective remuneration owed for the contract in question for a period of two years.

- 8.2.4. In cases of minor negligence, liability towards entrepreneurs for all other damage, in particular consequential damage, indirect damage or lost profits, is excluded.
- 8.2.5. The limitations mentioned above shall not apply in the event of injury to life, limb or health or in the event of liability in accordance with the Austrian Product Liability Act.
- 8.2.6. Insofar as the Contractor's liability is excluded or limited, this shall also apply to the liability of the Contractor's employees, other staff, representatives and vicarious agents.
- 8.3 The Contractor shall not be liable for interruptions of service provision due to force majeure, such as in particular natural events of particular intensity, armed conflicts, terrorist attacks, strikes or official interventions, as well as for interruptions of service provision due to power failure. The right of the customer to terminate this contract without notice in the event of an unacceptably long interruption of service provision which exceeds the permissible downtimes pursuant to Clause 4.1 of these Terms and Conditions remains unaffected.
9. **Payment terms**
  - 9.1 By default, the customer authorises the Contractor to collect all fees incurred as part of the contractual relationship by direct debit from the account communicated by the customer. The same shall apply in the event that new bank details are communicated. Other payment options may be provided by the Contractor, such as credit card payment, PayPal or bank transfer. These shall be pointed out to the customer before conclusion of contract.
  - 9.2 Fees independent of use are payable in advance, at the latest at the beginning of the respective billing period. Use-based fees shall be paid at the end of the respective billing period.
  - 9.3 The Contractor shall provide an electronic invoice for each payment transaction, if possible in the secure customer service area. The additional sending of invoices by e-mail is free of charge. Invoices shall be due for payment without deduction immediately upon receipt.
  - 9.4 If the customer is an entrepreneur and wishes invoices to be sent by post, the Contractor is entitled to charge a fee of up to EUR 5.00 for each invoice.
  - 9.5 The prices may be changed by the Contractor at the beginning of a new contract term with an appropriate notice period of at least six weeks. If the customer does not object to this change within this period, the change shall be deemed approved. In its notification, the Contractor shall expressly inform the customer of the notice period and the consequences of failure to object. In the event of an objection, the old prices shall apply, but in this case the Contractor reserves the right to terminate the contract

with due notice and with effect from the next possible date. With respect to consumers, such price changes shall only be made to an appropriate and reasonable extent and must be objectively justified and based on reasons that are not within the sphere of the Contractor. These reasons are inflation/deflation or the increase and decrease of the Contractor's cost structure due to a price increase by its contractual partners. Such price changes may, where applicable, be either to the detriment or to the benefit of the consumer. However, the Contractor is free to change the prices at its own discretion for future contract conclusions.

- 9.6 If the customer is in arrears with an amount that corresponds to at least one monthly base fee, the Contractor may temporarily block the corresponding service. The temporary blocking of services does not affect the customer's general payment obligation.
- 9.7 If direct debits, whether different or the same, cannot be successfully collected twice in succession, the customer is excluded from payment by direct debit. Thereafter, it may only pay by way of advance payment. In addition, if the customer is at fault, it must reimburse all costs incurred by the Contractor as a result of the returned direct debits. Furthermore, in this case the Contractor is entitled vis-à-vis entrepreneurs to demand all payments due up to the time of the extension of the contract(s) of the customer immediately and in one sum. The Contractor reserves the right to withhold its services in full until all outstanding claims have been settled by the customer.
- 9.8 The customer shall be in default of its payment obligation, even without receiving a warning, if it does not pay the amount due within 14 days after receipt of an invoice or a notification that the invoice has been uploaded in the customer service area. In the event of a delay in payment by the customer, the Contractor may claim interest on arrears in the amount of 4% p.a. in accordance with Section 1000 of the Austrian Civil Code (ABGB); however, for entrepreneurs, the interest rate in accordance with Section 456 of the Austrian Commercial Code (UGB) shall apply.
- 9.9 In the event of unauthorised returned direct debit, the Contractor may claim the actually incurred processing costs in an amount of up to EUR 10.00 if the customer is at fault.

## 10. Term and termination of the contract

- 10.1 The term of the contract results from the offer.
- 10.2 The contract is automatically extended by the respective contract term if it is not terminated within the period stated in the respective offer. In the case of consumers, however, the Contractor shall inform the customer of this provision within a reasonable period before the end of the current contract term. At the beginning of this notice period, the Contractor shall expressly inform the customer of the

possibility of termination and of the effect if the customer fails to make a statement in this respect. In the event of termination, the contract shall end at the end of the respective contract term. If the customer does not make use of its option to terminate the contract, the contract shall be extended. In the above-mentioned information message, the Contractor shall expressly inform the customer of the notice period and the effect of failure to terminate the contract.

10.3 Notice of termination must be made in writing, and the transmission of the notice of termination by e-mail complies with this requirement. The notice of termination must state the name of the customer, the customer number and the contract to be terminated. Termination via the customer service area also satisfies the text form requirement.

10.4 Both parties are entitled to terminate the contract without notice for good cause. Good cause exists for the Contractor in particular if the customer:

- is in arrears with the payment of fees amounting to two monthly base fees;

- culpably breaches a material contractual obligation (payment of the contractually agreed remuneration and compliance with these General Terms and Conditions) and the customer fails to remedy the situation within an appropriate period despite receiving a warning.

10.5 During the term of the contract and up to one year after termination of the contract, the customer is entitled to demand the return of any (remaining) credit from the Contractor. However, the claim for return must be in writing, and asserting the claim for return by e-mail complies with this requirement. The claim must state the name of the customer, the customer number, the contract and the relevant (remaining) credit. In the absence of a claim for return, the (remaining) credit shall expire one year after termination of the contract. If the customer is a consumer, the Contractor shall inform the customer of the impending forfeiture in the absence of a claim for return upon termination of the contract.

## 11. Right of withdrawal of the consumer

11.1 The following Clause 11 only applies to consumers:

11.2 You have the right to withdraw from this contract within fourteen days without giving any reason.

11.3 The withdrawal period will expire fourteen days after the day of contract conclusion.

- 11.4 To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, a fax or an e-mail). You may use the attached model withdrawal form, but it is not obligatory.
- 11.5 To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.
- 11.6 Effects of withdrawal: If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we receive your notice of withdrawal from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.
- 11.7 If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.
- 11.8 Special provisions when cancelling orders for domains or SSL certificates: Upon completion of the order process and payment for the items in the shopping basket as well as confirmation that the consumer wishes for immediate fulfilment of the contract, the customer commissions the Contractor immediately, matching payment with delivery, with the registration of the desired personalised domain names or the SSL certificate. Cancellation of orders for domains or SSL certificates is only possible as long as the domain or SSL certificate has not yet been successfully registered. In the event of successful registration, it is established that, due to the nature of domains and SSL certificates, if the consumer withdraws pursuant to Section 16 of the Austrian Distance Selling Act (FAGG), no pro rata costs can be reimbursed in the event of immediate commencement of the contract requested by the consumer, as all significant costs are directly related to the registration and/or transfer of the domain or the creation of the SSL certificate and have therefore been incurred in full. In addition, the Contractor expressly points out that, in the case of the consumer's right of withdrawal, the national laws or the registration regulations and guidelines of the countries where the respective domain extension originates must also be taken into account. Even in the event of immediate withdrawal expressly requested by the customer and the associated deletion of the domain or SSL certificate, it may therefore not be technically possible to delete this domain or certificate.

## 12. Rights of third parties

12.1 The customer warrants that, to the best of its knowledge, no rights of third parties are infringed (including intellectual property rights such as copyrights) and no unlawful purposes are pursued by registering or connecting the domain name or by its web content or the transmission of such content to the Internet. The customer acknowledges that it is solely responsible for the choice of the domain name and agrees to indemnify the Contractor against all claims for damages by third parties in connection with the domain name registration or connection. In the event that third parties assert rights to the domain name, the Contractor reserves the right to block the domain name in question and all associated services (such as DNS or e-mail) until the dispute has been resolved in court.

12.2 If the Contractor becomes aware that the customer's web content infringes on rights, e.g., if the owners of the rights notify the Contractor, it is entitled to block Internet access to the customer's content and to terminate the contractual relationship without notice after an unheeded warning. As far as possible, the customer's opinion shall be sought beforehand, otherwise the customer shall be informed without delay. Here, it must be clarified that the customer's payment obligation remains generally unaffected by this. The customer is obligated to indemnify and hold harmless the Contractor from and against all claims of third parties in connection with the customer's infringing web content.

## 13. Contract transfer and assignment

13.1 The customer may only assign the contract with the Contractor to third parties with the Contractor's consent. The customer is not entitled to assign individual claims arising from this contract.

## 14. Commissioning of subcontractors

The Contractor is entitled to engage vicarious agents and/or subcontractors for the performance and execution of contracts with customers. If, pursuant to this, they have access to personal data of the customer as processors or sub-processors, the Contractor shall conclude a corresponding processor agreement with them in accordance with Art. 8 GDPR.

## 15. Modification of the Terms and Conditions

15.1 The Contractor reserves the right to modify the Terms and Conditions at any time with effect for the future, unless this is unreasonable for the customer. With respect to consumers, changes to the Terms and Conditions in accordance with Clauses 15.3. and 15.4. shall only be effective if they are minor and reasonable for the customer, do not affect any main obligations and are only necessary and objectively justified in

order to offer our services in the best possible way and to protect the interests of the customers, the reasons for which are listed in Clause 15.2.

15.2 In particular, the Contractor is entitled to modify the Terms and Conditions in the following cases:

- if the change serves to bring the Terms and Conditions into compliance with governing law, in particular if the governing legal situation changes;
- if the change serves to help the Contractor comply with mandatory judicial or official decisions;
- if entirely new services or service elements of the Contractor, as well as technical or organisational processes, must be considered in the Terms and Conditions;
- if the change is only beneficial to the customer.

15.3 In such a case, the Contractor shall send the modified Terms and Conditions to the e-mail address provided by the customer at least six weeks before they take effect, while indicating the changes.

15.4 The customer has the option to object to the modified Terms and Conditions within a period of six weeks after the modified Terms and Conditions have been sent with indicated changes before they take effect. If the customer does not object to the modified Terms and Conditions within this period, the modified Terms and Conditions shall be deemed to have been accepted by the customer. Otherwise, the old Terms and Conditions shall continue to apply, although in this case we reserve the right to terminate the contract with effect from the next possible date. The Contractor shall inform the customer of the notice period and the effect of failure to object when notifying the customer of the change.

## 16. Data protection and order processing

16.1 Personal data of the customers (these are, in particular, name, e-mail address, user data such as user name and password, IP address) are collected by the Contractor upon conclusion of the contract for the provision of the services and processed for the purpose of fulfilling this contractual relationship pursuant to Art 6 (1) (b) GDPR. Details on the content and scope of the processing of personal data are described in the information document pursuant to Art. 13 and 14 GDPR, available at [data privacy statement of easyname].

16.2 If the Contractor processes personal data on behalf of the customer as part of the commissioned services, this constitutes processing pursuant to Art. 28 GDPR and the conclusion of a processor agreement pursuant to Art. 28 GDPR is required. In this case, the Contractor shall provide the customer with such an agreement upon conclusion of the contract.

## 17. Place of jurisdiction and governing law

- 17.1 If the customer is an entrepreneur, the place where the Contractor has its registered office shall be the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship. In addition, the Contractor shall be entitled to take legal action against the customer at its general place of jurisdiction. For legal actions against the customer concerning a contract between the consumer and the Contractor, the domestic place of jurisdiction is deemed to be agreed in the administrative district where the consumer has its domicile, habitual residence or place of employment.
- 17.2 These Terms and Conditions are exclusively governed by the substantive law of the Republic of Austria, excluding the principles on conflicts of law and the UN CISG. In the case of consumers, this choice of law shall apply only to the extent that it does not replace mandatory provisions of the law of the country in which the consumer has its habitual residence.
- 17.3 The European Commission provides consumers with a platform for extrajudicial online dispute resolution that can be accessed here: <https://ec.europa.eu/consumers/odr>. The Contractor's e-mail address can be found in the legal notice. However, the Contractor is neither obligated nor willing to participate in a dispute resolution procedure.

## Abschnitt B: Specific provisions

### I. Special rules for domains

#### 1. Domain registration

- 1.1 By ordering a domain, the customer instructs the Contractor to register the ordered domain in its name and on its behalf with the registration authority responsible for the respective top-level domain and to administer the domain for the customer ('**agency agreement**'). The contractual relationship required for the registration of the respective domain shall be concluded directly between the customer and the respective domain issuing authority or the respective registrar ('**registration agreement**'). The Contractor therefore acts exclusively as a direct proxy for the customer and therefore has no influence on the assignment of the domain. Therefore, the terms and conditions and contractual provisions of the respective registrar and the respective registration authority shall apply to the customer with regard to domain registration. The customer can only assume the actual availability and assignment of the domain name once this has been confirmed by the respective registration authority.

- 1.2 Domain registration takes place through an automated procedure by means of which the data is passed on to the respective registration authority. The registration authority proceeds according to the priority principle, i.e., the first registration received is awarded the domain name. The Contractor acts only as a proxy for the customer during the domain registration and is therefore not responsible for the assignment of the ordered domain. All warranty and liability claims arising from the registration of the domain must therefore be asserted directly against the respective registration authority.
- 1.3 The registered domain holder is the legal owner of a domain. Changes of ownership or transfers in the name of the holder may only be made with the holder's consent. The Contractor reserves the right to temporarily block domains or to reverse changes of ownership if such transactions have been wrongfully carried out in the name of the domain holder.
- 1.4 The Contractor hereby expressly points out that, in the event of a breach of the registration and assignment provisions of the respective registration authority, the domain concerned may be deactivated or deleted, which is beyond the Contractor's control. The customer will receive information about the respective provisions as part of the conclusion of contract.
2. **Obligations of the customer**
  - 2.1 The customer is obligated to cooperate fully in all actions required for the registration, transfer or deletion of a domain.
  - 2.2 The customer is solely responsible for ensuring that a domain registered by it and the content accessible under this domain do not violate governing law or infringe the rights of third parties. The Contractor is also not obligated to check the admissibility of the domain, for example in terms of trademark law or the right to a name. The customer undertakes to observe the relevant statutory provisions and, in particular, not to infringe anyone's trademark rights, and shall fully indemnify and hold the Contractor harmless in this respect.
  - 2.3 If a third party claims credibly that domains or hosted content infringe the rights of third parties, or if the Contractor is convinced that an infringement of rights is probable due to objective circumstances, the Contractor may temporarily block the content and take measures to make the domain in question inaccessible.
  - 2.4 If the data to be provided in accordance with the respective registration provisions for a domain prove to be incorrect and the Contractor is unable to contact the customer using the data provided, the Contractor may terminate the contractual relationship without notice and have the domain deleted.

- 2.5 If the customer selects a pay scale on a credit basis for domain registrations or renewals, the customer is solely responsible for ensuring sufficient credit for domain registrations or renewals. If the customer fails to recharge its account and, as a result, domains cannot be registered or maintained, the Contractor shall not be liable for any resulting damage, unless the Contractor is at fault.
3. **Obligations upon the ending of the contract**
  - 3.1 Termination of the agency agreement with the Contractor shall in principle not affect the registration agreement existing between the customer and the issuing authority or the registrar. Orders for cancellation of a registration agreement must nevertheless be addressed to the Contractor, since the Contractor administers the domain for the domain holder and must regularly forward notifications from the domain holder, including registration agreement cancellations, to the respective issuing authority or registrar.
  - 3.2 The customer's termination of the agency agreement with the Contractor therefore requires the customer's express written declaration that the domain is (also) terminated and can be deleted in order to validly terminate the registration agreement for a domain at the same time. If the customer is a consumer, the aforementioned declaration may also be made in text form, in particular also via e-mail. If the customer is not the domain holder, the cancellation or deletion order requires the written consent of the domain holder or Admin-C (Administrative Contact). Sending the declaration by e-mail is also sufficient.
  - 3.3 The period for issuing orders to the Contractor regarding the termination of a registration agreement shall be four weeks to the end of the term of the respective registration agreement, resulting from the terms and conditions and contractual provisions of the respective registrar with regard to all contractual relationships with domain issuing authorities, or four weeks to the end of the term of the agency agreement, insofar as the agency agreement is to be terminated at the same time as the registration agreement.
  - 3.4 If any domain cancellation requests are delayed as per Clause 3.3., the Contractor shall forward these to the registration authority without delay. However, it must be clarified here that if a termination order concerning the registration agreement is not issued by the customer in due time and the term of the domain registration is extended vis-à-vis the issuing authority or the registrar as a result, the customer's obligation to pay remains in force for the period of the extension.
  - 3.5 If the customer terminates the agency agreement with the Contractor in accordance with these Terms and Conditions, but does not give explicit directions as to what is to be done with the domains registered via the Contractor to date, the obligation to pay remuneration for the domains shall also remain in force until further notice. The

Contractor shall request that the customer comment, within a reasonable period of at least 14 days, on how to proceed with the domain by way of an e-mail sent to the e-mail address furnished by the customer. In doing so, the Contractor shall also expressly draw the customer's attention to the deadline and the effects of failing to make a statement. After an unsuccessful request to the customer, the Contractor is entitled to transfer the domains to the direct administration of the respective issuing authority or to release the domains on behalf of the customer. The same shall apply in the event of the Contractor's termination of the agency agreement with the customer. If the customer terminates only the agency agreement and if domains are not placed under the administration of another provider by the customer at the latest by the termination date of the agency agreement on the administration of the domain between the customer and the Contractor, the Contractor shall be entitled to transfer the domains to the direct administration of the respective issuing authority or to release the domains on behalf of the customer. This also applies in particular if the customer has issued an instruction with regard to the transfer of the domain to a new provider, but this is not implemented in good time.

#### 4. Special provisions for .at domains

By registering an .at-domain, the domain holder enters into a contract with nic.at GmbH as the central registration authority. This also applies if the domain holder has ordered its domain via a provider/registrar and the invoicing takes place via this provider/registrar. easyname is a registrar recognised by nic.at Internet Overwaiting's- Betriebsgesellschaft m.b.H. (abbreviated as nic.at) and is officially listed on the nic.at website. easyname acts only as an intermediary in this contractual relationship. With regard to the domain, the general terms and conditions and registration guidelines of nic.at shall therefore apply:

- <https://www.nic.at/en/terms>

easyname shall act as the invoicing party with respect to the domains administered by nic.at for the duration of this agreement (unless otherwise agreed).

easyname reserves the right, according to the nic.at registrar agreement, to resign the function as invoice recipient and administrator of the domain by means of the transaction 'Billwithdraw' and thus to release itself from the payment obligation for future payments with regard to the domain. The customer acknowledges that the customer's contract with nic.at does not automatically end when the contract with easyname is terminated, but that the customer must instead terminate it specifically with nic.at.

In this case, the nic.at prices apply which can be found at <https://www.nic.at/en/my-at-domain/registration/pricing>.

nic.at delegates a domain immediately – and without human interaction – after a technically correct electronic application for the domain has been submitted by the provider/registrar. How quickly the provider/registrar processes the order of the future domain holder and forwards it to nic.at depends on its terms, e.g. whether the provider/registrar requires an advance payment from its customer.

Legally, the domain agreement is a mixed contract (both a contract for work and a contract for services). The registration agreement is an open-ended contract that is only terminated by cancellation of the domain. Therefore, the payment obligation shall only expire once the contract has been terminated. Domains are charged annually based on the performance period. This begins on the day of the delegation of the domain and runs for one year at a time.

The domain holder may cancel the domain at any time immediately or upon expiry of the performance period. Notice of termination must be given directly to nic.at no later than one day before the start of the new performance period. The domain can be cancelled directly by contacting easyname, but easyname must receive this cancellation at least 14 days before expiry. easyname must inform nic.at accordingly.

There is no right of reimbursement for prepaid credit that has not been utilised – even if the termination takes effect before the end of the current performance period.

#### Contact information nic.at

Company	Nic.at GmbH
Address	Jakob-Haringer-Strasse 8/V, 5020 Salzburg, Austria
Telephone	+43/662/4669-0
Fax	+49/662/4669-29
E-mail	<a href="mailto:service@nic.at">service@nic.at</a>
Website	<a href="http://www.nic.at">www.nic.at</a>

#### Complaints about nic.at

Any complaints about nic.at should be addressed to the nic.at service department (telephone number: +43/662/4669-840 or e-mail: [service@nic.at](mailto:service@nic.at)). Service hours are Monday to Friday (excluding public holidays in Austria) from 8 a.m. to 6 p.m.

5. Special provisions for .de domains

In addition to these General Terms and Conditions, DENIC's Terms and Conditions of Registration, DENIC's Registration Guidelines and DENIC's Direct Price List shall apply.

- <https://www.denic.de/en/domains/de-domains/domain-guidelines/>
- <https://www.denic.de/en/domains/de-domains/domain-terms-and-conditions/>

If the customer acts as a sub-provider/reseller, the customer represents that it shall provide its customers in turn with the DENIC Terms and Conditions of Registration, Registration Guidelines and Direct Price List. It shall clearly state that domain registration is a separate contract between the customer and DENIC eG, to which, for reasons of permanently securing domain ownership, DENIC's Direct Price List only applies as an exception if the Internet service provider in question fails to meet its payment obligations towards DENIC eG.

6. Special provisions for generic domain endings (e.g., .com, .net, .org, .info, .biz, .name domains, etc.)

The customer accepts the guidelines of ICANN (<https://www.icann.org/>) as well as, if applicable, the guidelines and registration and assignment terms of the organisation authorised to assign the respective domain, in particular in the event of disputes concerning the domain due to the infringement of trademark, name and other property rights. The transfer of the domain to another registrar within the first 60 (sixty) days after the initial registration or transfer is excluded.

ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP) applies:

<http://www.icann.org/en/dndr/udrp/policy.htm>

Furthermore, reference is made to the ICANN's special provisions concerning WHOIS data accuracy:

<https://www.icann.org/news/advisory-2002-05-10-en>

<https://www.icann.org/news/advisory-2003-04-03-en>

## **II. Special rules for e-mail services**

1. The customer shall retrieve incoming messages in its e-mail inboxes at regular intervals.
2. The Contractor may refuse to forward e-mails sent to its customers if facts justify the assumption that an e-mail contains harmful software (viruses, worms or Trojans, etc.), the sender information is false or disguised or it is so-called spam e-mail.
3. The customer shall observe the statutory provisions relating to the sending of e-mails, in particular the Austrian Telecommunications Act (TKG) and the Austrian E-Commerce Act (ECG). In particular, the sending of so-called spam e-mails as defined in Section 107 TKG is prohibited. Providing false sender data when sending e-mails is also prohibited.
4. If the customer violates statutory provisions within the meaning of the preceding paragraph, the Contractor may temporarily block the concerned e-mail inboxes of the customer.

## **III. Special rules for servers**

### **1. Administration and use**

- 1.1 If the customer has sole administrator rights, the Contractor cannot administer the server. As server administrator, the customer is solely responsible for protecting the server against unwanted access and manipulation by third parties via the Internet. It is incumbent upon the customer to install and activate appropriate protection software, to regularly obtain information about security breaches that become known and to close known security breaches. The installation of maintenance programs or other programs provided or recommended by the Contractor shall not release the customer from this obligation.
- 1.2 The customer is obligated to set up and administer its servers in such a manner that the security, integrity and availability of the networks, other servers, as well as software and data of third parties or the Contractor are not jeopardised. If a customer endangers the security, integrity or availability of networks, other servers, as well as software and data of third parties or the Contractor by means of its servers, or if the customer is suspected of doing so due to objective circumstances, the Contractor is entitled to temporarily block the server. This shall also apply if the customer is not responsible for the harmful action or condition, e.g., if the customer's server is manipulated and used by third parties. Upon deliberate violation by the customer, the Contractor shall be entitled to immediate termination without notice of the contractual relationship.

- 1.3 The customer is obligated to create daily backups. There is no obligation on the part of the Contractor to regularly back up the content and data of the customer without a separate contractual agreement.
  - 1.4 Internet Relay Chat (IRC) services, anonymisation services and P2P file sharing services may only be used by the customer with the prior written consent of the Contractor. When using the Contractor's services, the customer undertakes to comply with Internet etiquette and the principle of fair use, those standards of conduct to which Internet users worldwide voluntarily submit (in particular, the prohibition of harassing or frightening other users, the prohibition of sending mass e-mails, especially of commercial or pornographic content, i.e., 'spamming'). Upon repeated violation, the Contractor is entitled to restrict the affected offer or to terminate the contract, in which case the expenditure required to process the complaints will be charged. For the protection of other users, the Contractor reserves the right to distribute existing system resources equally.
2. [Surrender of use to third parties](#)
- 2.1 The transfer of servers to third parties in return for payment is prohibited, unless the Contractor has given its prior consent in individual cases.