



Special Terms and Conditions: Registration, Transfer and Renewal of Domain Names

1. Subject

These Special Terms and Conditions apply to Domain Names that the Client has asked IP Twins to register or transfer on its behalf, or whose management is ensured by IP Twins.

2. Accuracy of the contact data

If the Client knowingly provides IP Twins with inaccurate or incomplete information, or knowingly fails to keep its contact information up-to-date, or fails to reply to any request for information within fifteen (15) days, the sanctions provided for in Article 7 of these Special Terms and Conditions will be applied by right.

Such requests may be initiated by IP Twins of its own accord or further to notification by a third party concerning irregularities in the contact data supplied by the Client.

3. Use by a third party

If the Client transfers the right to use or exploit, or grants a third party the possibility of exploiting, a Domain Name whose management is ensured by IP Twins (in whatever manner, whether through the intermediary of an exclusive or non-exclusive licence, a loan or any other agreement, whether oral or written, in return for a consideration or free of charge), the Client will remain under an obligation to ensure the accuracy of all the contact data provided (including information concerning the administrative contact/administrator, technical contact and billing contact).

Likewise, the Client acknowledges that it may be held liable for any illicit use or use that might cause harm or loss to third parties, that might be made of the Domain Name concerned, unless it communicates on an exhaustive basis the contact details for the third party that has been using the Domain Name. A situation of the above kind is of such a nature as to lead to termination of the contractual relations existing between the Client and IP Twins, and to the application of any sanction provided for on a limitative basis in Article 7 of this Special Terms and Conditions.

4. Good faith

4.1 Principle

IP Twins is mandated by the Client at the time of the request (oral or verbal) to proceed to the Registration, Transfer or Renewal of a Domain Name, and under no circumstances will it carry out any automatic checks concerning the possible infringement of the rights of third parties.

4.2 Mandate

By accepting these terms and conditions, the Client certifies that, to the best of its knowledge, neither the registration, transfer or renewal of a Domain Name requested of IP Twins, or the planned use thereof, will directly or indirectly infringe on the rights of third parties. If this is not the case, the situation would be of such a kind as to lead to termination of the contractual relations existing between the Client and IP Twins, and to the application of any sanction provided for on a limitative basis in Article 7 of these Special Terms and Conditions.

5. Payments and registration terms and conditions

The Client acknowledges that it will be bound by all regulations, rules and registration terms and conditions emanating from the relevant Registers. By way of an example, the following web addresses enable consultation on a non-exhaustive basis of applicable terms and conditions:

- gTLDs: <http://www.icann.org/en/resources/registrars/registrant-rights-responsibilities>
- .CN: <http://www.cnnic.net.cn/html/Dir/2005/03/24/2861.htm>
- .UK: <http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/>
- .EU: http://www.eurid.eu/files/reg_pol_EN.pdf
- .IT: <http://www.nic.it/create-and-change.it/regulations-and-guidelines>
- .PL: <http://dns.pl/english/rules.html>
- .SE: http://www.iis.se/docs/Registreringsvillkor_eng.pdf
- .AT: <http://www.nic.at/fileadmin/www.nic.at/documents/rechtliches/terms-2003.pdf>
- .DK:
http://www.dkhostmaster.dk/fileadmin/filer/pdf/generelle_vilkaar/general_conditions_v.03-english.pdf
- .DE: <http://denic.de/en/bedingungen.html>

6. Dispute resolution systems

Any service consisting of the registration or renewal of a domain name provided by IP Twins on behalf of the Client will be subject to the rules defined in the Terms and Conditions established by the Naming Authority (or the Network Information Center or NIC) with competence for the requested registration. The Client acknowledges that a registered Domain Name is subject to the policies and dispute resolution systems adopted by the register concerned or by the ICANN, which may lead to the transfer, suspension or cancellation of the Domain Name.

By way of an example, the UDRP procedure (Uniform Domain-Name Dispute-Resolution Policy) constitutes one of these systems: <http://www.wipo.int/amc/en/domains/gtld/udrp/>

7. Sanctions

7.1. General observations

In the event of failure to comply with these Special Terms and Conditions, or with IP Twins' Standard Terms and Conditions of Sale, or in the event of a payment default as defined in IP Twins' Standard Terms and Conditions of Sale, the Client accepts and acknowledges that IP Twins is entitled to set in place one of the mechanisms provided for in point 7.2 and 7.3 of these Special Terms and Conditions, subject to notifying the Client to that effect in advance.

7.2. Redirection

Subject to the conditions set out in Article 7.1 of these Special Terms and Conditions, IP Twins reserves the right to point, or redirect by any other means available, any Domain Name held by the Client whose management is ensured by IP Twins to a holding page, until regularization by the Client.

7.3 Cancellation - Expiry

Subject to the conditions set out in Article 7.1 of these Special Terms and Conditions, and subject to prior application of the redirection mechanism provided for in point 7.2 of these Special Terms and Conditions for a period of thirty (30) days, IP Twins reserves the right to cancel any Domain Name held by the Client whose management it ensures, or allow its registration to expire at term.

8. Transfer in fees and end-of-management fees

The transfer of a domain name under our management involves a charging fee and / or administrative costs. In certain circumstances such as taking management of a portfolio of domain names, these costs may not be invoices, this decision being taken at IP Twins' discretion.

In the event where one or more domain names transferred under our management or registered by our services should be transferred out before they could be renewed once by our services, end-of-management fees (equal to the costs of a transfer in) may be charged to the Client.

9. Scope

This document is to be understood in the light of IP Twins' Standard Terms and Conditions of Sale and any special measures agreed on between the Client and IP Twins. If there is any divergence between the provisions of the Standard Terms and Conditions and these Special Terms and Conditions, the provisions of the latter will be applied.

If any of the provisions of these Special Terms and Conditions are declared null and void or invalid by a definitive decision made by a competent jurisdiction, the other clauses will retain their full force and scope.

The rights granted in these Special Terms and Conditions cannot be transferred, assigned or licensed to a third party by the Client, in any manner whatsoever, without IP Twins' prior written consent.

10. Jurisdiction

These Special Terms and Conditions are governed by French law. Any dispute that may arise between the parties as a result of the creation, interpretation, performance, ending or cancellation of the

contract represented by the said terms and conditions will be made the subject of an attempt to settle it amicably out-of-court. If it has not been possible to resolve the dispute amicably within a timeframe of thirty (30) days, jurisdiction is expressly attributed to Paris' Tribunal of Commerce (*Tribunal de Commerce de Paris*), even if the dispute is heard in chambers, or if third parties are introduced, regardless of the place where the contract governed by these terms and conditions is performed, the defendant's place of residence, or the method of payment.

Last modified: 01/01/2014

This document is a translation of our original special terms and conditions: registration, transfer and renewal of domain names written in French. In case of conflict between the two documents, the French version will be considered the applicable and enforceable version.