

**Registration and management conditions for domain names**  
**(Registration Agreement)**  
(applicable from May 25, 2018)

## 1. General

1. This agreement controls the rights and obligations between Key-Systems GmbH ("Registrar") and the domain holder or its agent or representative ("Customer") with regard to domain names that are registered and managed at the Registrar by the domain owner or on his behalf.
2. Customer is aware that Registrar is an official registrar for domains, accredited by the Internet Corporation for Assigned Names and Numbers (in the following ICANN) as well as by other national and international registries. In the provision of domain name registration or management services, Registrar acts as a mediator between the customer and the organizations responsible for the management of the central databases. Registrar has no influence on the fact that the domain names applied for the customers can be registered and/or are freely from third party rights. Registrar cannot guarantee for this and for the continued registration of the domain names.
3. The various top-level domains are administered by various different, national or private organizations ("registries"). ICANN and each of these organizations have their own terms and conditions regarding the registration and use of the domain names, and possibly proceedings regarding domain name disputes. Registrar is required to pass on these terms and policies and dispute policies to its customers. By requesting a domain registration or domain transfer, Customer declares to be aware of the existing and current registration terms and policies of ICANN and the respective registry and accepts them as an essential part of this agreement.
4. Customer further acknowledges that registration policies of the respective registries or ICANN policies may change from time to time and agrees to keep himself informed about the current rules and to either accept those changes or delete the affected domain names. Registrar will provide information on essential changes in its newsletters and will provide a link to the most current policies on its website.
5. Customer acknowledges that the registration of a domain name may be canceled at any time due to violation of applicable registry or Registrar policies. He agrees in particular to any cancellation, deletion or a transfer of the domain name in accordance with a condition or registration policy of the respective registry or due to an action of Registrar or the registry, provided that it is carried out by the Registrar or the registry operator (1) to correct errors at the registration or transfer, (2) to resolve disputes which concern the registered domain names or (3) due to a violation of the registration policies, provided that such action does not violate ICANN or registry policies.
6. Registrar may modify this registration agreement at any time. Registrar agrees to inform Customer of the change of the terms and conditions by mail or e-mail unless such notification requires unreasonable efforts. Customer can object to modifications within 14 days of the sending date of the notification. Should the Customer object, Registrar may choose to terminate the agreement within 14 days or at the next possible termination date. If Customer does not object, the new terms and conditions shall be regarded as accepted by Customer and shall become part of the contractual relationship.
7. If Customer registers a domain name for third parties or on their behalf, he must ensure

before ordering that the third party knows and accepts all relevant policies and registration terms and conditions, including this registration agreement [and our privacy policy](#). Customers who act as resellers or distributors are obliged to transmit these conditions completely and obligatorily to the end customer/registrants and to document their approval by appropriate evidence. The customer is further required to inform the registrant about all notifications of the Registrar regarding their domain names, the registration terms and all fees applicable to the registration. The policies of the registries and ICANN applicable to Registrars apply accordingly for Customers acting as a reseller. Prior to requesting a termination of a domain name registration or change of registrant contact information, the authorization by the third party to request the termination or modification must be ensured. Transfer requests or requests for Transfer Codes by the third party must be treated in accordance with the transfer policies of the appropriate registry and/or ICANN. Customer undertakes to collect and maintain suitable evidence and required documentation as evidence of the customer's agreement and prove the authorization for any actions performed on behalf of the third party by submitting these records to Registrar upon request.

8. If registered name holder registers a domain name through a third party, agent or distributor, he accepts all acts and omissions of these parties as his own. The registered name holder explicitly authorizes these parties to undertake administrative actions regarding all domain names registered on his behalf at Registrar.
9. Both Registrar as well as Customers authorized by registered name holder shall be considered designated agents of registered name holder with regard to the management and registration of a domain name with regard to ICANN, registry or other parties involved in the registration process.
10. In the event that Registrar, in accordance with the policies of the registry, can not maintain the registration of a domain name of Customer or its own accreditation, Registrar shall be entitled to an extraordinary termination of the registration agreement with Customer with a 14 days period to the end of month. As designated agent of the registered name holder, Registrar is at any time authorized to execute transactions deemed necessary for the management of a domain name including data updates or transfers.

## **2. Registration and transfers of domain names**

1. By submitting a request for a registration and/or transfer a domain name by/to Registrar, Customer authorizes Registrar to transmit on his behalf all entries and modifications which he makes at Registrar (e.g. DNS Updates, [WHOIS-Updates of registration data](#), other domain configurations) directly and in real time to the respective registry. Registrar is authorized to undo wrongful transactions.
2. Customer undertakes to guarantee that the applied-for domain name and the intended use of the domain name: (a) do not violate rights of third parties, (b) that there are no other legal or factual obstacles in conflict with the registration, (c) that the chosen name does not violate moral conventions, (d) that the registration request occurs in knowledge and consideration of the guidelines and policies of the relevant registry and (e) that he is authorized to request this operation. Registrar is not obliged to verify this authority. Registrar may reject any application to register or transfer of a domain name without reason.
3. Customer acknowledges that domain name registration requests are usually executed on a

"first-come, first-served" principle by the registry. Registrar shall give no guarantee for a successful allocation of ordered domains and becomes free from the duty to perform the service in case of impossibility of the order. Registrar is not obliged to follow this principle in case of multiple requests for one domain name.

4. The registration term after the initial application for the registration of a domain name or the transfer of a domain name from another registrar can be between one and ten years, depending on the domain name.
5. By applying for a domain transfer from another provider to Registrar, Customer confirms that he is authorized to dispose over the domain name. After the transfer is completed the domain owner is obliged to review the accuracy of the data [entered on record](#) in the [WHOIS registration database](#) ~~of for~~ the domain name and to correct them if necessary. Registrar is authorized to undo domain name transfers in case a previous transfer of the domain name occurred without the authorization of a previous registrant of record, or in case control over the domain was unlawfully lost by a previous registrant of record.
6. By requesting a transfer of a domain name to a third party ("change of ownership"), Customer confirms that the third party has expressly agreed the change of ownership and the terms of this agreement [and our privacy policy](#) and will provide documentation to that effect upon request. Registrar is entitled to cancel or refuse to execute a change of ownership where such agreement is not documented.
7. Concerning registration of domain names in multilingual scripts (IDNs) or under newly introduced top-level domains, Registrar does not have any control of these registrations and it might be possible that the service will be modified, interrupted or even terminated by the registry without prior notice. Registrar has no obligation to guarantee the continuity of the existence or availability of domain names, their fitness for planned uses or applications and registration and use of such domain names is at the risk of Customer. Customer acknowledges that the functionality of domain names may not be the same as in regular domain names. Furthermore, Customer also acknowledges that a domain name may potentially not function fully or for each use as they may require necessary new technical features.
8. Customer expressly agrees to the immediate execution of the service by Registrar. The registration, the transfer and the renewal of a domain name is a service provided in accordance to Customer specifications. The right to withdraw from the agreement or to returns in distance contracts (§ 312 BGB) is therefore excluded.

## 2a. Premium Domain Names

1. For domain names that have been designated by the respective registry as Premium Names special prices may apply for registration, renewal and/or transfers that differ from the standard pricing in a TLD („Premium Price“). In such cases, the respective fees for a transaction will be displayed separately.
2. Customer acknowledges and accepts that in case of an erroneous display of Premium Prices in the user interface at the time of registration, renewal or transfer of a Premium Domain Name Registrar may at any time undo the transaction and return the Premium Domain Name to the registry or the previous registrar, provided such display was caused by a missing or erroneous designation of the Premium Domain Name or the applicable fee

by the registry, or if the designation as domain name was not recognized by Registrar. The prepaid fees for the transaction will be refunded to Customer. Alternatively, Registrar can offer maintaining the status of the transaction provided Customer pays the difference between the standard fee and the Premium Price.

3. In case a Registry changes a designation of a registered or requested domain name to Premium status, Registrar will inform Customer about such changes.
4. Transactions affecting Premium Domain Names that require a fee will only be performed after the applicable fee is received in full.

## | 2b. Aftermarket Domain Names

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1. Registrar allows the sale and purchase of domain names listed on aftermarket platforms. Such domain names may be listed either at fixed prices or with an invitation to make an offer during the domain search or on lists.
2. Customer acknowledges that aftermarket domain names are domain names already registered by third parties and that a Registrar transfer and the agreement of the current owner may be required prior to a domain name being available for use in the Customer account.
3. By making an offer to buy or by purchasing at a fixed price Customer authorizes Registrar to charge the appropriate amount in the Customer account.
4. Registrar cannot guarantee that an aftermarket domain name is still available at the time payment is received, that no higher offer is received or that the seller is authorized to dispose of the domain name. Customer agrees that Registrar may cancel orders that cannot be completed at the conditions of the order and may refund the payment as credit to the Customer account. Registrar is further authorized to retroactively cancel wrongful transfers.
5. Customer agrees to update the domain name ownership [and other contact](#) details immediately after being notified of the completion of a transaction.
6. In case of a charge back or other form of non-payment of a purchase price by Customer, Registrar is authorized to return the domain name to the sales provider or to assume ownership of the domain name.
7. Where Customer offers self-owned domain names on aftermarket platforms through Registrars' interface, Registrar is only responsible for the transmission of the placement request to the aftermarket provider. When placing a domain name on an aftermarket platform, Customer expressly authorizes Registrar to transfer the domain name to a new owner or agree to the transfer to another registrar when Registrar is requested to do so by the operator of the aftermarket platform. This authorization expires 60 days after the placement of the domain name and automatically renews for further 60 day terms upon expiration.

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## | 3. Domain owner data

1. The Customer is committed to ~~supply~~provide Registrar with the following information and ~~registration data of the registered name holder~~ for the purpose of documenting ownership and other authorizations, forwarding to the registry (if applicable) and possibly for the purpose of publishing in the public WHOIS database of registered domain names. This processing occurs in full compliance with our privacy policy and applicable law. By ~~entering~~providing or~~and~~ changing ~~this~~the data in the online-interface, Customer assures that this information is correct, complete and truthful. This concerns in particular:
  - Current and complete information about the full name or name of a legal person, mailing address, e-mail address, voice telephone number ~~and—if available—fax~~;
  - The IP address of the domain name server (primary and secondary server) and the name of these servers;
  - ~~The~~ full name, postal address, e-mail address, voice telephone ~~and fax~~ number of the administrative contact, the technical contact and the billing contact.
2. The necessary information and data may vary depending on the TLD. Depending on registry requirements or a registry, additional or less information may be required. As far as more data is required, this data must be provided during the registration process or alternatively delivered upon request ~~from~~by Registrar.
3. The information and data has to be updated when necessary, incomplete data must be completed. Customer acknowledges that the provision of incorrect, outdated or incomplete data can directly lead to loss of rights from the service without refund. This also applies in the event that Customer does not comply with any request of Registrar to correct the data or provide proof of its accuracy within a timely manner.
4. An update of the registered name holder data may trigger a temporary lock against transfer requests for the affected domain names. Where policy allows, Registrar may – but is not required to – offer an opt-out from this lock.
5. By providing data of a third party, Customer confirms that he has informed the third party about the provision and use of the data in the context of our privacy policy and that the third party has expressly agreed with this provision and use and is aware of these terms.
6. For the use of services intended to protect the privacy of data the policies and terms of the service provider apply. The same applies for trustee and local presence services.

#### **4. Renewals of Registration**

1. Renewals of registration are possible for 1 to 10 years depending on the domain name, provided the maximum registration term is not exceeded.
2. A contract for the registration and administration of a domain name shall be renewed automatically for another 12 month term at the end of the registration period if it is not terminated with a notice period of three months prior to the date of expiry, unless agreed otherwise.
3. For renewals the price list at the renewal date is applicable. The Customer acknowledges that renewal and transfer fees may change on a short notice and agreed to verify the current price prior to any order and any requested automatic renewal. As reasonably possible, Registrar will inform Customer about changes to the current fees in its newsletter.

Registrar is authorized to cancel or modify orders if a price change occurs between the date of the order and the fulfillment date.

4. Customer will be informed by e-mail of his obligation to pay for the renewal in accordance with the provisions of ICANN or the respective registry in time before the end of the registration period. If Customer does not terminate the contract on time and Customer has either identified his payment method to be credit card or bank debit and entered current and valid payment details, then Registrar will automatically attempt to charge the due amount 10 days prior to the expiration date and the contract will be renewed accordingly. Customer is solely responsible for ensuring the timely receipt of the applicable fees or for the functionality of the chosen payment.

## **5. Termination of the management**

1. In case the fee for a renewal of a registered domain name is not received 3 days before the expiry of the contract period, Customer loses his rights to the domain name. The same applies in the event of a charge back of a payment for a domain name or the selected payment method fails.
2. In the case of domain names canceled by the Customer, of domain names not extended at the time of expiry despite of a reminder of the pending expiration, or non-payment of renewal fees, Registrar is authorized to deactivate this domain name at its own discretion or to change the DNS entries ("deactivation"), to return it to the Registry for the purpose of deletion or continued management at the registry ("deletion") or to dispose, to auction, to transfer to third parties, to take over in his own continuance ("utilization"). Registrar will begin to undertake such actions no earlier than 14 days after the expiration of domain names with a Renewal Grace Period, or upon expiration of domain names without such a period. Customer agrees that the termination or non-renewal of the domain name or non-payment of due renewal fees shall constitute his consent to the actions described above as well as a renewal of the domain name to the extent necessary for their undertaking provided that Customer does not contradict expressly before the term end and no agreement to the contrary exists.
3. After the utilization of a domain names Registrar may in its own discretion to provide Customer with a share of the net proceeds of the utilization. The share will be credited to the customer account. For the purposes of this segment "net proceeds" shall mean the proceeds which the Registrar receives from another party or a third supplier as a result of the utilization, minus the costs linked to the utilization borne by Registrar. The customer agrees that no legal claim exists to any part of the net proceeds. Also Registrar makes no guarantee for the fact that any utilization will result in any net proceeds.
4. Regardless of the regulations here and in the general terms and conditions both sides can terminate the agreement for important reason.
  - a) An important reason for Registrar is given in particular when Customer
    - is in delay of submitting the fee in the height of the monthly fee for a contract which has a minimum duration or for a contract where a certain duration time period has been agreed upon;
    - is in more than 20 calendar-days delay of submitting the payment for a contract which has an undefined length;

- culpably violates duties of the contract, against ICANN or the registry policies or these registration terms, particularly by provision of false registration data;
- violates laws, rules or good morals with the content made available through the domain name or with the domain name itself, and despite warning and within reasonable time does not modify such content in such a way that they meet the requirements regulated herein, or
- acts contrary to terms and conditions of the registration or the registration policies.

b) Another important reason—exists, if

- the accreditation of Registrar ends for a top-level domain under which the domain name is registered and the Registrar can not guarantee to continue the registration under the same conditions as well as when the registry terminates the operation of the top-level domain.

c) In these cases Customer loses all rights.

5. Customer may request transfers of his domain name to another provider. Registrar may refuse such a transfer request, subject to the conditions set by the registry or ICANN reasons for refusals of transfers. A transfer within 60 days of registration or a prior transfer or owner change is prohibited unless such transactions are expressly allowed by the registry.

## **6. Recovery and reactivation of domain names**

1. If and as far as a registration authority permits the recovery ("Restore") of previously deleted domain names or domain names returned to the registry in certain TLDs and provided Registrar offers that service in the respective TLD, this service will be provided subject to change without notice at the request of the registered domain holder and with no guarantee of a successful Restore. The prices for this operation are defined in the price list and do not include renewal fees. A Restore can only be performed when the account has a sufficient balance for the operation and the domain name has been previously deleted. A Restore request can only be processed if it is received in time prior to the final deletion by the registry. In case a Restore cannot be executed the appropriate fees will be refunded to Customer's account.
2. As far as Registrar offers the reactivation of a deactivated domain name before a utilization, Customer agrees to pay the reactivation fees plus the cost of renewal for such orders.

## **7. Domain dispute policy**

1. Customer agrees to resolve and settle any domain name dispute according to the Dispute Resolution Policies of the respective registry or ICANN, if applicable. These policies can be reviewed on the website of Registrar or on the website of the respective registry, or ICANN. Customer will inform himself about the applicable Dispute Resolution Policy before initiating a registration request. The language of the arbitration rules may be different from the language of the agreement and can be written in the local language of the registry.
2. Customer accepts that Registrar as an accredited registrar may be bound to lock or cancel a domain or to transfer it to a third party in accordance with any decision of an Administrative Panel in accordance with the applicable dispute resolution policy unless

Customer provides evidence to Registrar within ten days after an Administrative Panel's decision that he has commenced a lawsuit against the complainant regarding the panel decision in a court of mutual jurisdiction.

3. For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) the legal domicile of Registrar.
4. During a pending administrative proceeding or during a period of 15 days after such proceeding is concluded or during a pending court proceeding or arbitration commenced regarding the domain name, Customer may not transfer the domain name registration to a third party unless the third party agrees, in writing, to be bound by the decision of the court or arbitrator.

## 8. Liability

1. As a condition of Customer's access and his use of the services of Registrar, Customer agrees to defend, indemnify, save and hold harmless Registrar, agents, partners, ICANN, the central registry as well as all persons involved in rendering of the service in respect to all claims, demands, liabilities, costs and/or expenses resulting from an illegal use of the service, of the domain name registered by Customer or the content provided on a registered domain. In the event of a claim, Customer has the right to prove Registrar, that claims in the context of the indemnity have not occurred in the extent demanded or not at all, and / or Customer is not responsible.
2. Neither Registrar, agents, partners, ICANN, the central registry nor any person involved in the rendering of the service will be liable to Customer or any third party for any direct or indirect loss of profits, earnings or business opportunities, damages, expense, or costs resulting directly or indirectly from any failure to perform any obligation or provide service hereunder because of any Force Majeure, or governmental acts or directives, strikes, riot or civil commotion, war, any natural disaster, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force or condition beyond Registrars reasonable control.
3. Registrar cannot be held liable for delays of services and server down times due to higher force, fault of third parties or due to events, which Registrar has no influence on, any agreed-upon deadlines and delivery dates notwithstanding. Registrar may delay the provision of service and/or performance by the duration of the respective disruption plus an appropriate starting time. Furthermore, Registrar can limit access to the service, if the stability and security of the operation, the maintenance of the net integrity, in particular the avoidance of serious disturbances of the network, the software or stored data requires it. Registrar is not obligated to review or monitor the use of the service by Customer to ensure their legality.
4. For all services of Key-Systems's liability will be limited to intent and gross negligence if and as much as it is legally permitted. In case of paid services liability is limited by KS with negligence and rough negligence to the amount of the payment which can be paid in each case from the Customer for the respective achievement and/or achievement period. For free and ancillary services the liability of Key-Systems is limited to cases of minor negligence and to an amount of 25 EURO for each single case or 100 EURO for all cases. In any other case the liability of Key-Systems is limited to typically foreseeable damages.



Claims for punitive or consequential damages are excluded.

5. Customer shall compensate Registrar for any damages resulting from violations of the registration agreement, registration policies, and/or the terms and conditions and shall indemnify Registrar against all third-party claims based on the use of the services. This also includes the reimbursement of all reasonable costs of a legal defense if the Registrar or its employees was threatened with legal proceedings due to the registration or such proceeding are initiated.
6. This includes in particular the use of a domain name by infringing a prohibition in law, the good morals as well as rights of third parties (trademark rights, name rights, copy rights, data protection rights etc.) or the active support of such violations, making available of content that glorifies violence, inciting, racist or radical right-wing content, the instructions for criminal acts and content that are appropriate to degrade a third party or group of third parties in their human dignity (hate-pages), the unauthorized intrusion into third party computers or computer systems, the distribution of malicious software, the distribution of illegal or regulated substances without the required authorizations, the forgery, the mailing of unrequested or undesirable e-mails for advertising purposes to third parties (Spamming). Customer is obliged to comply with all legal requirements and policies with the provision of pornographic and/or erotic content.
7. A registered domain name can be temporarily blocked or disabled if the Customer violates applicable law or this agreement in serious manner with the content made available under the domain name and Customer does not react to the request or Registrar to remove or modify the content accordingly. The same applies if such a violation is made plausible.
8. As far as a single domain name is canceled or transferred by Customer, or canceled due to violation of the registration agreement, due to binding decisions in domain name disputes or due to other causes specified in these conditions, no right to request for a free replacement domain or other reimbursement exists, provided that the termination was not caused illegally by Registrar in a culpable or grossly negligent manner. This also applies to other services or additionally booked options regarding the affected domain names.

## 9. Data sharing and data protection

1. Registrar advises ~~(according to §33 BDSG)~~ Customer in accordance with the applicable data protection regulations of the fact that within the scope of the performance of the agreement also personal data is collected, stored and processed ~~within the scope of the performance of the agreement~~ and such data may ~~also~~ be provided to third parties involved in the performance of the agreement. This also may includes the provision of the data in freely accessible domain name registration databases ~~(for example "WHOIS" databases)~~. The registered name holder ~~agrees~~ is hereby informed about ~~to~~ the handling and processing of ~~this~~ data by Registrar and third parties involved in the provision of the service. The processing occurs on the basis of articles 6 I b)-f) of the GDPR. Further information on the specific acts of processing and their underlying legitimacy is included in the ~~data protection~~ privacy policies of Registrar that are hereby incorporated into this agreement.
2. Registrar is authorized to process and use Customer's data to improve the range of offered services according to the needs of its Customer.
3. Registrar is authorized to permanently store the data required for billing purposes in

accordance with legal provisions.

4. In the event of police or other government requests, Registrar is authorized to transmit the data to such authorized requesting parties. The same applies to the transmission to third parties where they made plausible claims of violations of their rights.
5. Customer has the right to request information on his stored personal data at any time without charge.
6. Customer agrees that Registrar may send newsletters to his e-mail address for informational or marketing purposes. [This consent may be revoked at any time.](#)

## 10. Final clauses

1. Modifications or changes of terms or conditions or the contract, as well as cancellations will only be accepted in writing, for contract conclusions beginning from 2018-10-01 in text form, oral agreements shall not be considered valid. This also applies to terms and conditions of customers unless [KSRegistrar has expressly agreed](#) to accept such terms in writing.
2. For commercial Customers and legal entities in Germany, as well as for all Customers without permanent residence in Germany, St. Ingbert/ Germany will be the exclusive place of jurisdiction for all disputes regarding services provided in accordance with this agreement. St. Ingbert, Germany shall also be the place of fulfillment.
3. For the contract between Registrar and Customers the German law is the only effective law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
4. If any provision of this agreement – or parts thereof – contradict the terms, conditions, policies or other regulations of the relevant registries or ICANN, the provisions, terms, conditions, policies or other regulations of the relevant registries or ICANN shall apply instead.
5. If any provision of this agreement shall be or become unenforceable and/or invalid, such unenforceability and/or invalidity shall not render this agreement unenforceable or invalid as a whole. Any provision determined to be unenforceable or invalid shall be replaced by provisions which are valid and enforceable and closest to the original objectives and intents of the original provisions in an economic and legal sense that would have been agreed upon by the parties, had they known of the invalidity at the time of the agreement. As far as legally possible, Registrar shall replace the clause in the above mentioned extent.
6. Both, the English and German version of this agreement are valid and binding. In case of doubt or conflict, however, the German version will prevail.