

Standard Terms for the Designation of a Registered Agent as Administrative Contact

Preamble

The Customer would like to sign a domain contract with Denic-Domain-Verwaltungs- und Betriebsgesellschaft eG in Frankfurt on registration of a .de domain. Registration of the domain is done through 1API GmbH.

The Customer has his domicile outside of Germany so that under § 3, (1) of the Denic-Domain Terms he must designate an administrative contact domiciled in Germany as his registered agent for service (**in the following: Admin-C**) within the meaning of §§ 174 et seq of the German Civil Procedure Code (ZPO).

1API GmbH designates a German attorney to take on this task in accordance with the Terms below:

Registration of the AdminC designated by 1API GmbH only occurs after the fee incurred for this has been paid by the Customer directly to 1API GmbH.

1. Obligations of the Customer

a) The Customer must guarantee that he has checked that the domain it has applied for does neither violates any third-party rights (trademarks, rights to names and copyrights), does not violate statutory prohibitions or public order and that he is not using the domain for illegal purposes, in particular phishing and spamming. The Customer must put himself under the obligation not to publish on the website filed under the domain any contents violating statutory prohibitions, trademark rights, rights to names, copyrights or public order.

b) The Customer must put himself under the obligation to immediately inform 1API GmbH in writing by post, fax or email about all registration related occurrences concerning the domain, in particular the threat or the initiation of legal measures.

If the owner of the domain changes while maintaining 1API GmbH as provider then the new owner must accept these Standard Terms for the designation of a registered agent for service as administrative contact (AdminC).

In case of a change in the domain owner and a simultaneous change to another provider than 1API the activities of the attorney designated as AdminC will automatically cease and the AdminC is entitled to delete the domain, unless the previous owner of the domain name designates a new agent.

With any change from 1API GmbH to another provider, the activities of the AdminC will cease. If the Customer does not designate a new agent prior to the change of provider then both the by 1API GmbH designated AdminC as well as 1API GmbH may reject the change of provider. If the registrant changes to another provider while maintaining the originally designated AdminC, this AdminC is entitled to delete the domain name.

c) The Customer must put himself under the obligation to answer enquiries by the AdminC relating to domain registration immediately by post or fax or email, and reaching the AdminC at the latest within 48 hours. The deadline will be shortened accordingly, if deadlines are set in a legally valid way by a third party (claimant, court, administrative agency etc.).

d) The Customer is obliged to keep his contact data constantly up to date with 1API GmbH and expressly authorises 1API GmbH to make such contact data available to the AdminC.

e) If the contact data provided by the Customer to 1API GmbH and the Denic eG Registration Office, in particular the postal address and the telephone number, are not correct and if the Customer is not reachable via the contact routes he provided or if he does not answer an enquiry from 1API GmbH or from the AdminC within a

deadline set then the AdminC is entitled to make any decisions, in particular to delete the domain.

2. Obligations of the AdminC

a) The AdminC has put himself in relation to 1API GmbH under the obligation to accomplish the tasks incumbent upon him as an administrative contact according to the best of his knowledge and belief. He will abide by corresponding instructions from 1API GmbH provided the latter do not run counter to the law.

b) The AdminC will immediately inform 1API GmbH of all issues relating to domain registration and, to the extent possible, not make any decision without previously consulting the Customer.

c) The AdminC will, when decisions may or have to be made without consulting the Customer, make such decisions according to his equitable discretion.

3. Settlement of disputes with third parties

If the AdminC is sued as representative of the Customer or directly by a third party for release or deletion of the domain then the Customer must within the deadlines in item 1 c declare in writing whether he will consent to release or whether he wishes to defend the domain.

a) If the Customer consents to release then 1API GmbH or the AdminC will declare deletion of the domain to Denic eG and inform the third party or the claimant.

b) If the Customer fails to provide a declaration in time then 1API GmbH and the AdminC will be entitled to immediately delete the domain.

c) If the Customer informs the AdminC that he wishes to defend the domain then he must deposit with him within two days a bond (cash payment in EUR or performance bond of a major European commercial or savings bank) in the amount to be determined in equitable discretion by the AdminC, patterned on the Judicial Costs Act and the Attorney's German Fee Act (RVG) as well as, possibly, on damage compensation claims to be expected, which bond covers the potential compensation

claim of the AdminC according to item 6 for litigation costs and damage compensation payments the latter may possibly have to bear.

The Customer must in addition and within 48 hours designate an attorney to assume legal representation of the Customer in relation to the third party, in court and out of court.

Should the Customer fail to comply with the obligations cited above, then the AdminC will be entitled to delete the domain.

4. Violations of law

Should the AdminC find that the domain name itself or the contents accessible on the website under the domain name violate laws of any of the States of the European Union, in particular if they violate criminal law regulations, he will be entitled to delete the domain name immediately and without prior warning. The same applied to improper use of the domain, in particular, but not limited to, phishing or the sending of unsolicited emails.

5. Duration

a) The Contract is being signed for an indefinite period of time but is inseparably linked in its permanence with the domain remaining with 1API GmbH as provider.

The activities of the AdminC designated by 1API GmbH (AdminC) ends, regardless of the continued existence of the contract obtaining with 1API GmbH, if the Customer transfers the domain from 1API GmbH to another provider or if the Customer applies for deletion of the domain.

b) The AdminC and the Customer waive the right of routine cancellation.

c) The right to cancellation for cause remains unaffected as well as the other termination criteria or cancellation grounds referred to in this Contract.

The registered agent is entitled to resign without advance notice from his activities as administrative contact for all of the domain names registered by the Customer if the Customer violates or has violated any laws with as much as one domain name or with the website content accessible under any domain name. If the Customer fails within seven days of receipt of immediate cancellation to designate to the

Registration Office or 1API GmbH a new administrative contact then the originally designated AdminC is entitled to delete all of the Customer's domain names for which he has acted as an agent.

d) The AdminC is entitled without any further consent by the Customer to transfer all rights and obligations to another trustee and to register that new trustee as administrative interlocutor with Denic eG. This may not entail any legal disadvantages for the Customer.

6. Liability of the AdminC for service

a) The AdminC is only liable for damages if he has violated an essential contractual obligation (cardinal obligation) in a manner jeopardising the contract or if the damage is due to gross negligence or deliberate intent on the part of the AdminC.

b) If culpable violation of an essential contractual obligation (cardinal obligation) is not grossly negligent or deliberate then liability will be limited to the damage that was reasonable foreseeable for the AdminC, at maximum to ten times the annual registration fee for the domain names.

c) Liability due to mandatory statutory regulations remains unaffected.

7. Liability of the Customer

The Customer indemnifies the AdminC from all costs, damages, disadvantages and damage compensation claims incurred because third parties, with or without justification, in court action or out of court, assert claims over registration of the domain name or the website content filed under the domain name and in doing so sue the AdminC, either alone or along with the domain owner. There is a claim regardless of culpability. The AdminC is obliged to successively cede to the Customer, in return for compensation for detriment it has suffered any eventual compensation claims against third parties taking action without justification.

8. Miscellaneous

The proper court venue for all disputes under this Contract is in the courts of Düsseldorf, where the Customer is a businessman, a legal entity of public law, a segregated estate under public law or is without any proper court venue in Germany.

The law of the Federal Republic of Germany applies exclusively to this Contract and to concomitant claims, of whatever kind, with the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) being expressly barred.