

Terms and Conditions

OpenTLD / Freenom Domain Name Registration Policy / Version 1.10

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1. Introduction and definitions

In this Service Agreement ("Agreement"), "Registered Name Holder", "you" and "your" refer to each customer ("Customer") and "Registrar", "we", "us" and "our" refer to OpenTLD B.V., doing business as Freenom, a company organized under the laws of the Netherlands and registered with the Amsterdam Chamber of Commerce registration number 54730619. This Agreement explains our obligations to you, and your obligations to us in relation to your use of our services. By selecting our service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional service(s) or to modify or cancel your service(s) (even if we were not notified of such authorization), this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our services will occur at our office in Amsterdam, Netherlands, the location of our principal place of business.

Throughout this Agreement, a "Registry Operator" is the person or entity then responsible, in accordance with an agreement between the Internet Corporation for Assigned Names and Numbers (ICANN), and that person or entity (those persons or entities) or, if that agreement is terminated or expires, in accordance with an agreement between the US Government and that person or entity (those persons or entities), for providing Registry Services for a specific gTLD. The "Specifications" and/or "Policies" include Consensus Policies, Specifications (such as the Whois Accuracy Program Specification) referenced in this Agreement, and any amendments, policies, procedures, or programs specifically contemplated by this Agreement or authorized by ICANN's Bylaws.

2. Fees, payment and term of service.

As consideration for the services you have selected, you agree to pay us the applicable service(s) fees set forth on our Web site at <http://www.freenom.com> and <http://my.freenom.com> at the time of your selection. Unless otherwise indicated, all fees quoted are yearly prices and the same amount is due for each subsequent year after the first. All fees are due immediately, payable only via online credit card, paypal, or any other payment method proposed during checkout. All prices and fees are subject to change without notice. Payment is due at the time of registration; Domain Names will be activated immediately as soon as the payment is received. All sales are final and non-refundable. The registration or renewal fees will not be refunded even if you choose to cancel or terminate your services. You may submit a request for special consideration only within the first 5 (five) days after purchase of the service, but you agree that we do not promise nor offer any guarantee that you will obtain a refund. You agree that you will pay for any charge backs, refund or bank processing fees charged to us, as well as an administration fee not exceeding EUR 50.00 (fifty Euros), as the result of any action you take or may have taken with respect to your use of our services. You understand and agree that if you are not current in any payments to us for these charges, in the event of a charge back by a credit card company, or for any other payment related reasons, we may suspend access to any and all accounts you have with us and you will be denied registration and other services rights until such balances are cleared, and that you risk having any Domain Name registrations or other services cancelled.

Unless otherwise specified by you during registration, each service is for a one-year initial term and renewable in perpetuity thereafter for successive one-year terms, but for no more than 10 years consecutively. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, our acceptance of your domain name registration.

You agree that your registration of a domain name shall be subject to suspension, cancellation, or transfer pursuant to any Specification or Policy, or pursuant to any registrar or registry procedure not inconsistent with any such Specification or Policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

At the conclusion of the registration period, failure by you to consent that the registration be renewed within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration by the end of the auto-renew grace period (although we may choose to cancel the name earlier).

Extenuating circumstances are defined as: UDRP action, valid court order, failure of OpenTLDs' renewal process (which does not include failure of a registrant to respond), the domain name is used by a name server that provides DNS service to third-parties (additional time may be required to migrate the records managed by the name server), the registrant is subject to bankruptcy proceedings, payment dispute (where a registrant claims to have paid for a renewal, or a discrepancy in the amount paid), billing dispute (where a registrant disputes the amount on a bill), domain name subject to litigation in a court of competent jurisdiction, or other circumstance as approved specifically by ICANN.

You agree that you may not transfer your domain name registration to an alternate domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with us.

3. Technical limitations and requirements.

You may register any domain name that contains as few as one and as many as 63 characters (not including the extension). Names may not begin or end with a dash, and upper case and lower case are treated as upper case only. Besides the - (dash) character, only alphanumeric characters a-z, 0-9 are accepted. Domain names may not contain spaces or any other non-alphanumeric characters (such as punctuation) or any non-ASCII characters.

Any person or organization located anywhere in the world may register any number of Domain Names as long as the information provided by the customer is accurate, valid and verifiable. Your domain name will only work if you have your own name server support. You may choose to use our DNS service at <http://www.freenom.com> or <http://my.freenom.com>, which, at no cost, and with no service guarantee, will provide name server support.

4. Accurate information.

You shall provide to us accurate and reliable contact details and correct and update them within seven (7) days of any change during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of a Registered Name Holder that is an organization, association, or corporation; names of the primary nameserver and secondary nameserver(s) for the Registered Name; and the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical and administrative contact for the Registered Name

Your willful provision of inaccurate or unreliable information, your willful failure to update information provided to us within seven (7) days of any change, or your failure to respond for over fifteen (15) days to our inquiries concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of this agreement and be a basis for suspension and/or cancellation of the Registered Name registration.

In the event you shall intend to license use of a domain name to a third party, you are nonetheless the Registered Name Holder of record and are responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

We shall provide notice to each new or renewed Registered Name Holder stating:

- i) The purposes for which any Personal Data collected from the applicant are intended;
- ii) The intended recipients or categories of recipients of the data (including the Registry Operator and others who will receive the data from Registry Operator);
- iii) Which data are obligatory and which data, if any, are voluntary; and
- iv) How the Registered Name Holder or data subject can access and, if necessary, rectify the data held about them.

By using our services, you consent to such data processing.

You shall represent that notice has been provided equivalent to that described in this agreement to any third-party individuals whose Personal Data are supplied to us by you, and that you have obtained consent equivalent to that referred to in this article of any such third-party individuals.

We agree that we will not process the Personal Data collected from you in a way incompatible with the purposes and other limitations about which we have provided notice to you in accordance with this article.

We agree that we will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

We shall use commercially reasonable efforts to enforce compliance with the provisions of the registration agreement between us and any Registered Name Holder that relate to implementing the requirements of this article or any Consensus Policy.

We shall, upon notification by any person of an inaccuracy in the contact information associated with a Registered Name sponsored by us, take reasonable steps to investigate that claimed inaccuracy. In the event we learn of inaccurate contact information associated with a Registered Name we sponsor, we shall take reasonable steps to correct that inaccuracy.

Our privacy statement, located on our Web site and incorporated herein by reference sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement at any time as we deem fit. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that,

by using our services after modifications to the privacy statement become effective, you will be deemed to have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction.

Subject to the requirements of this agreement and our Privacy Policy, in order for us to be able to comply with current or future rules and policies for the domain name system, you hereby grant to us the right to disclose some or all of your Personal Data to third parties who follow certain disclosure procedures as required by us. You understand and agree that we may be required to make this information available to identified third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names. All information provided can be modified on our websites and on <http://my.freenom.com> in particular.

5. Expiration and Renewal of Domain Names

You acknowledge that it is your responsibility to keep your own records and to maintain your own reminders regarding when your domain name registration or other Services are set to expire. As a convenience to you, and not as a binding commitment, we may notify you via an email message or via your account when renewal fees are due.

After expiration of the term of domain name registration Services, you acknowledge that gTLDs (generic Top Level Domain) Registry Operators may provide procedures or grace periods during which expired domain name registrations may be renewed. You acknowledge that you assume all risks and all consequences if you wait until close or after the end of a domain name registration term to attempt to renew the registration. You agree to pay any eventual post-expiration renewal or redemption fees (e.g. Restore fees) at the price then displayed on our website.

We will email a domain renewal notification approximately one (1) month and approximately one (1) week prior to each such domain name's expiration. In addition, if a domain name is not renewed and the corresponding registry allows a grace period, we will email an additional renewal notification within five (5) days after the expiration of such domain name's registration. All these renewal reminders will be sent to the email address associated with your account. You agree to always ensure that this email address will continue working even in the case of the expiration or deletion of one of your domains. It is your sole responsibility to keep the email address accurate and check it regularly.

You agree that after expiration of the term of a domain name registration we may, for a period of forty-five (45) days ("Deactivation Period"), either: i) remove the domain name from the zone of the top-level-domain; or ii) direct the domain to nameservers and IP address(es) of website(s) designated by us, including, without limitation, to IP address(es) which host a parking page or a commercial website that may display advertisements. Any revenue generated via this method during this period will be payable only to us. You will have no claim over any earnings from this nor are you entitled to any compensation in exchange. If you do not contact us to pay for and renew the domain prior to the end of this Deactivation Period, you agree that you have abandoned the domain and you relinquish any and all rights that you may have had to the domain to us other than the rights that we provide to you in this Agreement.

6. Modifications to agreement.

Except as otherwise provided in this Agreement, you agree that we, in our sole discretion, during the term of this agreement, may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on our Web sites, or upon notification to you by e-mail or regular mail. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: OpenTLD B.V., P.O. Box 11774, 1001 GT Amsterdam, Netherlands. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees. By continuing to use our services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative is authorized to alter or amend the terms and conditions of this Agreement.

7. Modifications to your account.

In order to change any of your account information with us, you must use the Account Name (your email address) and the Password that you received when you opened your account with us through our online application process. Please safeguard your Account Name and Password or security authentication option from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Name or Password.

8. Trademark policy

For each Domain Registration, Transfer or Renewal, you shall represent that, to the best of your knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party, whether in your own jurisdiction or in the jurisdiction of OpenTLD B.V...

9. Domain name disputes

If a dispute arises between you and any other party with respect to trademarks or other issues related to intellectual property and your registration or use of a domain name, you agree to be bound by the Uniform Dispute Resolution Policy (UDRP) and the Uniform Rapid Suspension Policy ("URS") as set by the Internet Corporation for Assigned Names and Numbers (ICANN), a copy of which is available at <http://www.icann.org/dndr/udrp/policy.htm>, and at <http://newgtlds.icann.org/en/applicants/urs> respectively. You agree that the UDRP or the URS may be change by ICANN at any time and that such a change will be binding upon you.

When registering a domain name, you acknowledge being aware of these rules and you accept to comply with them. You also agree that, in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions of the UDRP or the URS. These policies and rules do not hinder the application of common law regulations of appropriate judicial or arbitral jurisdictions that shall remain applicable. These policies and rules have been implemented to allow the rapid and efficient resolution of disputes regarding domain names, providing an appropriate solution considering the particular nature of the dispute.

Consequently, you accept that any dispute relative to the choice, ownership or use of the domain name shall be under the jurisdiction of an arbitration panel or a commission accredited by ICANN. You expressly agree that OpenTLD, or ICANN, or the Registry Operators shall act on your domain name in accordance with decisions made in the proceedings under the UDRP or the URS.

10. Acceptable use.

Use of a domain name for any unlawful purpose is not permitted and could cause revocation of your domain name without notice. We are not bound to maintain a name registration in active status if any part of your registration agreement or these terms and conditions of use are violated. "Unlawful Use" will be determined based on the laws of the jurisdictions of OpenTLD B.V..

The sending of unsolicited bulk E-mail ("spam") constitutes theft of service. You agree not to use your domain name(s) for this purpose. Such abuse includes spamming, flooding, or otherwise abusing free search engine services. You understand and agree that we reserve the right to revoke without refund any domain name which, in our sole judgment, has been used for any unlawful purposes, including but not limited to child pornography, child entrapment or abuse, advocacy of hatred, bigotry or violence towards persons or groups on the basis of their religion, race, ethnicity, sexual orientation or other immutable characteristics, theft of E-mail service, or as a source of unsolicited bulk E-mail or as an address to use for replying to unsolicited bulk E-mail, or in violation of our policies with respect to spamming or otherwise abusing free search engine services (see above).

By registering a domain name you are acknowledging that you understand and agree to be bound by this policy.

11. Agents.

You agree that, if your agent (e.g., an Internet Service Provider, employee, etc.) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the dispute policy. Your continued use of our services shall ratify any unauthorized actions of your agent. By acting on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. It is important that your agent keeps the Whois information exact and up-to-date and that you have the ability to act as the legal representative when required. We will not refund fees paid by you or your agent on your behalf for any reason, including, but not limited to, in the event that your agent fails to comply with the terms and conditions of this Agreement, your agent incorrectly provides information in the application process or if your agent changes or otherwise modifies your domain name record incorrectly.

12. Notices and announcements.

You authorize us to notify you as our customer of information that we deem is or may be of potential interest or importance to you. Notices and announcements may include technical changes to the system, price or policy changes, planned outages for online customer management systems, commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters. If you do not wish to receive bulk e-mail solicitation notices or promotional announcements you may modify your customer profile to prevent such activities at <http://my.freenom.com>.

13. Limitation of liability.

You agree that our entire liability, and your exclusive remedy, with respect to any of our service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you have paid for such service(s). OpenTLD B.V. and its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of our services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability shall be limited to the fullest extent permitted by law. We hereby expressly disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your Account Name or Password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of your Web site; (8) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agents failure to pay any fees, including the initial registration fee or re-registration fee; or (9) loss or liability as a result of the application of our dispute policy.

14. Indemnity.

You agree to release, indemnify, and hold us, in our capacities as the registry and a registrar, and our contractors, agents, employees, officers, directors, shareholders, affiliates and assigns harmless from any and all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising under this Agreement, the services we provided hereunder or your use of our services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the service(s) provided. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement.

15. Breach.

You agree that your failure to abide by any provision of this Agreement, any of our operating rules or policies, the dispute policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us concerning the accuracy of the contact details associated with your domain name registration may be considered by us to be a material breach of this Agreement and that we may provide a written notice, describing the breach, to you. If within seven (7) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other service(s) we provide to you without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

16. No guaranty.

You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

17. Customer Service, Complains and Disputes regarding the Registrar Services.

Any Customer Service query, complain or dispute about our service to you should be submitted to us via our support ticket system, available from within your online account. They should describe the issue or complain clearly and should be written in English. Tickets containing insufficient information or written in another language than English may be disregarded until we receive additional details or an English translation. Alternatively, it is possible to send an email with the same information, and clearly mentioning your account's main email address, at our support inbox support@freenom.com,

18. Representations and warranties.

You agree and warrant that: (i) the information that you or your agent on your behalf provide to us during the application process to register your domain name or to apply for other service(s) is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of a third party, (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iv) you have selected the necessary security option(s) for your domain name registration record, and (v) you are of legal age to enter into this Agreement. You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis.

19. Disclaimer of warranties. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE;

NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S). WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

OPENTLD DEPENDS UPON A COMPUTER SYSTEM THAT IS RESPONSIVE TO THE DEMANDS OF THE DOMAIN NAME REGISTRATION PROCESS AND THAT PROVIDES TIMELY INFORMATION TO OUR CUSTOMER SUPPORT TEAM. OCCASIONALLY, OPENTLD'S COMPUTER SYSTEM MAY BE SUBJECTED TO HIGH VOLUMES OF INCOMING DOMAIN NAME REGISTRATION REQUESTS AND/OR ELECTRONIC MAIL MESSAGES WHICH MAY RESULT IN SIGNIFICANT REDUCTION OF OPENTLD'S SYSTEM PROCESSING AND RESPONSE TIME. REGARDLESS OF THE REASON, IN THOSE INSTANCES, WHEN THERE IS SYSTEM PERFORMANCE REDUCTION AS A RESULT OF AN EXTREMELY HIGH VOLUME OF INCOMING ELECTRONIC MESSAGES, OPENTLD RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO SCREEN OR BLOCK ELECTRONIC MESSAGES ORIGINATING FROM THE IDENTIFIED SOURCES OF THE HIGH VOLUME TRAFFIC. OPENTLD SHALL SELECTIVELY RESTORE SERVICE AFTER SYSTEM PERFORMANCE RETURNS TO NORMAL LIMITS, PROVIDED THAT SUCH RESTORATION DOES NOT RESULT IN AN ADVERSE IMPACT ON THE SYSTEM. OPENTLD FURTHER RESERVES THE RIGHT TO PERMANENTLY SCREEN OR BLOCK REPEATED SOURCES OF HIGH VOLUMES OF ELECTRONIC TRAFFIC.

20. Revocation.

You agree that we may terminate your contractual right to use our service(s) if the information that you are obligated to provide to register your domain name or register for other OpenTLD service(s), or that you subsequently modify, contains false or misleading information, or conceals or omits any information we would likely consider material to our decision to register your domain name or to continue to provide you domain name registration services. Furthermore, you agree that we may suspend, cancel or transfer your domain name registration services in order to: (i) correct mistakes made by us or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our dispute policy. We will not refund any fees paid by you if we terminate your services.

You agree that we may, at our sole discretion, revoke, suspend, transfer or otherwise modify your domain name registration upon seven (7) calendar days prior notice, or at such time as we receive a properly authenticated order from a court of competent jurisdiction, or arbitration award requiring the revocation, suspension, transfer or modification of the domain name registration. Notwithstanding any other provisions in these terms and conditions, in the case of nonpayment, charge back or other direct violation of these terms and conditions, you agree that we may, at our sole discretion, revoke, suspend, transfer or otherwise modify your domain name registration without notice.

21. Right of refusal.

We, in our sole discretion, reserve the right to refuse to register your chosen domain name or register you for our other service(s), or to delete your domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your domain name or register you for our other service(s), or we delete your domain name or our other service(s) within such thirty (30) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, the deletion of your domain name or our refusal to register you for our other service(s).

22. Severability.

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

23. Entirety.

You agree that this Agreement, the rules and policies published by us, the dispute policy and the privacy statement are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

24. Transfer and assignment.

You may transfer your domain name registration to a third party ICANN Accredited Registrar of your choice, provided that the Gaining Registrar's transfer process meets the minimum standards of this policy and that such transfer is not prohibited by ICANN or Registry policies, and according to the policy which can be found at: <http://www.icann.org/transfers/>. You agree that this policy may change from time to time. To transfer your domain name(s) you should first login to your account to lock or unlock your domain name(s) and/or to obtain the EPP "AuthCode" which is required to transfer domain services in an EPP registry (such as .com). Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, shall render this Agreement voidable at our option.

By default, a one (1) year of registration renewal is added and charged to the registrant after a successful transfer procedure. You agree that certain Registry Operators may have different transfer policies, which will be mentioned during Registration or displayed on <http://www.freenom.com>.

Transfers may also be requested by support ticket or via email, in which case an identity verification procedure and an explicit approval from the losing party may be required, and an administration fee of EUR 50.00 per transfer may be charged to the gaining Registrant, Reseller or Registrar, where applicable.

You may not transfer your services, including registration and renewal services, to any other Accredited Registrar within 60 days of the creation date as shown in the registry Whois record for the domain name.

25. Governing law.

You agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the Netherlands (Dutch) law excluding its conflict of laws rules. Except for disputes concerning or arising from your use of a domain name registered with us, you and we each submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the Netherlands. Only for disputes concerning or arising from your use of a domain name registered with us, you agree to submit to subject matter jurisdiction, personal jurisdiction and venue of the Netherlands Court and the courts of your domicile.

26. Agreement to be bound.

By applying for our service(s) through our online application process or by using the service(s) provided by us under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by us.