

Terms and Conditions



OpenTLD / Freenom Reseller Accounts / Version 1.10

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1. Introduction.

In this Reseller Agreement ("Agreement"), "you" and "your" refer to each reseller ("Reseller") and "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.

By agreeing with this Reseller Agreement you confirm that the you have read and understood every clause of this Agreement and that you have independently evaluated the desirability of the service and is not relying on any representation agreement, guarantee or statement other than as set forth in this agreement.

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.

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 registration fees quoted are yearly prices and the same amount is due for each subsequent year after the first. Except for the provisions listed in Article 4 below, all fees are prepaid, meaning you need to 'fund' your account. This can be done using a bank transfer, credit card or PayPal. Domain names or services registered under your account will charge your pre-paid balance and it is your responsibility to maintain funds under your account. Without any balance in your account, no domain name registrations or service purchases can be done. All prices and fees are subject to change without notice. As your account is pre-funded, any domain name registration will be activated immediately. You agree that you will pay for any charge backs or bank processing fees charged to us 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 or for any other reasons, you will be denied registration and other services rights until such balances are cleared, and that you risk having your account and any Domain Name registrations or other services cancelled.

Unless otherwise specified by you during registration, each domain name registration 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 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. Top Level Domains for which OpenTLD is the Registry Operator

For Top Level Domains (TLDs) for which OpenTLD B.V. or one of its daughter companies is acting as a Registry Operator, you will benefit from a Reseller Discount of 25% of the registration, yearly renewal or transfer price of each domain name.

Some of the TLDs for which OpenTLD is acting as a Registry Operator may offer the possibility to register and distribute Free Domains. Free Domains are subject to the Free Domain Registration Policy and Content Policy, available on <http://www.freenom.com>. In particular, Free Domains may not be sold to the Reseller's clients and may only be given away for free. When registering, distributing or handling Free domains, the Reseller agrees to be submitted to these terms and must enforce them at all times.

4. Post-Payment and "IP Agency Agreement".

Upon request and at OpenTLD's sole discretion, we may consent to allow the Reseller to post-pay orders related to TLDs for which OpenTLD is acting as Registry Operator, and enter an "IP Agency Agreement". Such IP Agency Agreement allows a qualifying Reseller to order and resell any number of domain names to their own clients, without the need for prepayment. In this case, an "unpaid" invoice will be generated at the moment of the registration of the domain name(s), and the domain name(s) will be activated immediately.

The qualifying Reseller must pay any such unpaid invoice within 30 days and the timely payment of these invoices is a material condition of the Reseller's obligations under this Agreement. In the event that the Reseller fails to pay its unpaid invoices within 30 days, OpenTLD may do any or all of the following: (i) stop accepting new initial or renewal domain name registrations from Reseller; (ii) delete the domain names associated with invoices not paid in full from the OpenTLD database; (iii) give written notice of termination of this Agreement.

5. 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.

Domain Name Registrations are made through OpenTLD's Freenom API that is also available on the internet according to the documentation posted on <http://www.freenom.com>. Integrating with OpenTLD's Freenom API can be done using modules for services like WHMCS or cPANEL. Alternatively open source implementations of the Freenom API's may be used. OpenTLD's Freenom API is provided for your convenience only and OpenTLD is not responsible for an error in the functioning or output of the API, whether due to an error in the server or client side implementation of the API. You agree that you are responsible for any API calls sent to the OpenTLD Freenom API.

6. Reseller obligations.

Using our Freenom API brings the following obligations:

- a. You are responsible for providing customer service, billing support, and technical support to your Sub-Resellers and customers.
- b. You must ensure that the Registrant of each domain name agrees to be bound by the terms and conditions laid out by OpenTLD and Freenom in the " OpenTLD / Freenom Domain Name Registrations Policy", available on <http://www.freenom.com>. You must familiarize yourself with these terms. You acknowledge that OpenTLD has various rights and powers as mentioned in these terms and conditions. We are not liable for any action taken by us pursuant to the our terms and conditions. You acknowledge and agree that you shall indemnify us of, and shall be responsible for any liability resulting from Registrants' noncompliance with such terms and conditions. In any registration agreement between you and your Sub-Resellers and customers, and upon inquiry by the customer, you shall identify OpenTLD as the Sponsoring Registrar and you must ensure that you will include in that agreement all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement 2013 and ICANN Consensus Policies.
- c. You will not display the ICANN or ICANN-Accredited Registrar logo, or otherwise represent yourself as Accredited by ICANN, unless you have written permission from ICANN to do so.
- d. You will not make any changes to any information associated with the domain name without explicit authorization from the Registrant of that domain name.
- e. You must comply with all applicable terms and conditions, standards, policies, procedures, and practices set by ICANN, OpenTLD and the Registry Operator.
- f. You will comply with any current or future ICANN adopted specification or policy that establishes a program for accreditation of individuals or entities who provides proxy and privacy registration services (a "Proxy Accreditation Program"). Among other features, the Proxy Accreditation Program may require that: (i) proxy and privacy registration services may only be provided in respect of domain name registrations by individuals or entities Accredited by ICANN pursuant to such Proxy Accreditation Program; and (ii) OpenTLD shall prohibit you from knowingly accepting registrations from any provider of proxy and privacy registration services that is not Accredited by ICANN pursuant the Proxy Accreditation Program. Until such time as the Proxy Accreditation Program is established, we require you to comply with the Specification on Privacy and Proxy Registrations attached in Appendix A.
- g. You will publish on your website the Registrants' Benefits and Responsibilities, attached in Appendix B. Alternatively you may provide a link to the Registrants' Benefits and Responsibilities on the www.freenom.com website.
- h. You acknowledge that in the event of any dispute and/or discrepancy concerning any data element of a domain name, Sub-Reseller or customer in the OpenTLD database, the data element in the OpenTLD database records shall prevail.
- i. You acknowledge that all information sent via the API, including authentication information is accessible to us.
- j. You agree to provide, maintain and update, current, complete and accurate information for all the data elements about the registrants and registration information in the OpenTLD database. You understand and agree that we may cancel your registration(s) if your registration information contains false or misleading information, if you failed to update your information within seven (7) days of any change, if you failed to respond for over fifteen (15) days to inquiries made by us regarding the registration information, when the registration information conceals or omits any

information we would consider material to our decision to approve this Agreement or if use of the domain name(s) violates these Terms and Conditions, as determined solely by us.

- k. During the term of this Agreement and for three years thereafter, you shall maintain the following records relating to its dealings with OpenTLD and its customers:
 - a. In electronic, paper or microfilm form, all written communications with respect to OpenTLD Products.
 - b. In electronic form, records of the accounts of all, current / past orders with you, including dates and amounts of all payments, discount, credits and refunds.
 - c. You will make these records available for inspection by us upon reasonable notice not exceeding 14 days.

7. Modifications to agreement.

Except as otherwise provided in this Agreement, you agree that we, at 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.

8. 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.

9. Termination of this agreement

Either party may terminate this Agreement at any time with immediate effect if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement or compromise or settlement under any laws relating to insolvency, or seeking any

assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

We may terminate this Agreement by notifying you in writing, as of the date specified in such notice of termination under the following circumstances:

- a. In the event that you materially breaches any term of this Agreement.
- b. There was a material misrepresentation and/or material inaccuracy, and/or materially misleading statement in your Application to us and/or any material accompanying the application.
- c. By giving a 30 (Thirty) days advance notice of termination delivered.

We may terminate this Agreement with immediate effect if:

- a. You are convicted of a felony or other serious offense related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that we reasonably deem as the substantive equivalent of any of these; or
- b. You are disciplined by the government of your domicile for conduct involving dishonesty or misuse of funds of others.
- c. Any officer or director of the Reseller is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that we deem as the substantive equivalent of any of these;

Reseller may terminate this Agreement by notifying us in writing, as of the date of receipt of such notice, in the event that you do not agree with any revision to the Agreement made as per Section 5.

Effect of Termination of this Agreement

- a. We will suspend your access to the OpenTLD Freenom API and your access to the web interface will be read-only.
- b. Upon expiration or termination of this Agreement, we may complete the processing of all orders requested to be processed, in the order that they were requested to be processed, by you prior to the date of such expiration or termination, provided that your balance with us is sufficient to carry out these orders. If we are unable to fulfill these orders then the charges levied to you for these orders will be reversed.
- c. We may transfer all orders falling under the purview of the specific Reseller to another Reseller or OpenTLD.

Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms, unless specified otherwise. The Reseller however shall be liable for any damage arising from any breach by it of this Agreement.

10. Trademark policy

We will accept any name for registration and activation, with the following proviso: You agree at the time of registration that, to the best of your knowledge, the name(s) you are registering does not violate trademark law or other applicable law in your own jurisdiction or in the jurisdiction of OpenTLD B.V..

11. Domain name disputes

If a dispute arises between you or your customer 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 ICANN and the applicable registries.

Special policies and rules have been set by the Trustee Authorities and the Registries for settling disputes regarding domain name selection, registration, and use. These policies and rules may vary depending on the TLD.

When registering a domain name, you and your customer acknowledge being aware of these rules and you accept to comply with them. 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 the Trustee Authority. You expressly agree that OpenTLD, or the Trustee Authorities, or the Registries shall act on your domain name in accordance with decisions made in the proceedings under the UDRP and the URS.

12. 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 and your customer must 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.

13. 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>.

14. 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.

15. 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.

16. 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.

17. 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.

18. Representations and warranties.

You agree and warrant that: (i) the information of the registrants that you provide to us during the application process to register the 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 you and your customer's knowledge and belief neither the registration of the 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 of the registrant that you are obligated to provide to register the domain name or register for other OpenTLD service(s), or that you or your customer subsequently modify, contains false or misleading information, or conceals or omits any information we would likely consider material to our decision to register the 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 or your customer's 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 customer's domain name or register you for our other service(s), or to delete your customer's 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 customer's domain name or register you for our other service(s), or we delete the 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 customer's 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 customer's domain name registrations to a third party of your choice, subject to the fees, procedures and conditions of the OpenTLD / Freenom Domain Name Registration Policy, which are incorporated herein by reference and made a part hereof. 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.

You may also transfer your services, including registration and renewal services, to any other Certified Registrar of ours 60 days or more after you have registered a domain name. Procedures and limitations for transferring to another Registrar are available at <http://www.freenom.com>

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.

Appendix A

SPECIFICATION ON PRIVACY AND PROXY REGISTRATIONS

Until the earlier to occur of (i) January 1, 2017, and (ii) the date ICANN establishes and implements a Privacy and Proxy Accreditation Program as referenced in Section 3.14 of the Registrar Accreditation Agreement, Reseller agrees to comply, and to require its Affiliates and Sub-Resellers to comply, with the terms of this Specification, provided that ICANN and the Working Group may mutually agree to extend the term of this Specification. This Specification may not be modified by Reseller.

Definitions. For the purposes of this Specification, the following definitions shall apply.

1.1 "P/P Customer" means, regardless of the terminology used by the P/P Provider, the licensee, customer, beneficial user, beneficiary, or other recipient of Privacy Services and Proxy Services.

1.2 "Privacy Service" is a service by which a Registered Name is registered to its beneficial user as the Registered Name Holder, but for which alternative, reliable contact information is provided by the P/P Provider for display of the Registered Name Holder's contact information in the Registration Data Service (Whois) or equivalent services.

1.3 "Proxy Service" is a service through which a Registered Name Holder licenses use of a Registered Name to the P/P Customer in order to provide the P/P Customer use of the domain name, and the Registered Name Holder's contact information is displayed in the Registration Data Service (Whois) or equivalent services rather than the P/P Customer's contact information.

1.4 "P/P Provider" or "Service Provider" is the provider of Privacy/Proxy Services, including Reseller and its Affiliates, as applicable.

Obligations of Reseller. For any Proxy Service or Privacy Service offered by the Reseller or its Affiliates, including any of Reseller's or its Affiliates' P/P services distributed through Sub-Resellers, and used in connection with Registered Names Sponsored by the Reseller, the Reseller and its Affiliates must require all P/P Providers to follow the requirements described in this Specification and to abide by the terms and procedures published pursuant to this Specification.

2.1 Disclosure of Service Terms. P/P Provider shall publish the terms and conditions of its service (including pricing), on its website and/or Reseller's website.

2.2 Abuse/Infringement Point of Contact. P/P Provider shall publish a point of contact for third parties wishing to report abuse or infringement of trademarks (or other rights).

2.3 Disclosure of Identity of P/P Provider. P/P Provider shall publish its business contact information on its website and/or Reseller's website.

2.4 Terms of service and description of procedures. The P/P Provider shall publish on its website and/or Reseller's website a copy of the P/P Provider service agreement and description of P/P Provider's procedures for handling the following:

2.4.1 The process or facilities to report abuse of a domain name registration managed by the P/P Provider;

2.4.2 The process or facilities to report infringement of trademarks or other rights of third parties;

2.4.3 The circumstances under which the P/P Provider will relay communications from third parties to the P/P Customer;

2.4.4 The circumstances under which the P/P Provider will terminate service to the P/P Customer;

2.4.5 The circumstances under which the P/P Provider will reveal and/or publish in the Registration Data Service (Whois) or equivalent service the P/P Customer's identity and/or contact data; and

2.4.6 A description of the support services offered by P/P Providers to P/P Customers, and how to access these services.

2.5 Escrow of P/P Customer Information. Reseller shall include P/P Customer contact information in its Registration Data Escrow deposits required by Section 3.6 of the Agreement. P/P Customer Information escrowed pursuant to this Section 2.5 of this Specification may only be accessed by ICANN in the event of the termination of the Agreement or in the event Reseller ceases business operations.

Exemptions. Reseller is under no obligation to comply with the requirements of this specification if it can be shown that:

3.1 Registered Name Holder employed the services of a P/P Provider that is not provided by Reseller, or any of its Affiliates;

3.2 Registered Name Holder licensed a Registered Name to another party (i.e., is acting as a Proxy Service) without Reseller's knowledge; or

3.3 Registered Name Holder has used P/P Provider contact data without subscribing to the service or accepting the P/P Provider terms and conditions.

Appendix B

REGISTRANTS' BENEFITS AND RESPONSIBILITIES

Domain Name Registrants' Rights:

Your domain name registration and any privacy/proxy services you may use in conjunction with it must be subject to a Registration Agreement with OpenTLD B.V., an ICANN Accredited Registrar.

You are entitled to review this Registration Agreement at any time, and download a copy for your records.

You are entitled to accurate and accessible information about:

- The identity of your ICANN Accredited Registrar;
- The identity of any proxy or privacy service provider affiliated with your Reseller;
- Your Reseller's terms and conditions, including pricing information, applicable to domain name registrations;
- The terms and conditions, including pricing information, applicable to any privacy services offered by your Reseller;
- The customer support services offered by your Reseller and the privacy services provider, and how to access them;
- How to raise concerns and resolve disputes with your Reseller and any privacy services offered by them; and
- Instructions that explain your Reseller's processes for registering, managing, transferring, renewing, and restoring your domain name registrations, including through any proxy or privacy services made available by your Reseller.

You shall not be subject to false advertising or deceptive practices by your Reseller or through any proxy or privacy services made available by your Reseller. This includes deceptive notices, hidden fees, and any practices that are illegal under the consumer protection law of your residence.

Domain Name Registrants' Responsibilities:

- You must comply with the terms and conditions posted by your Reseller, including applicable policies from OpenTLD, the Registry and ICANN.
- You must review your Reseller's current Registration Agreement, along with any updates.
- You will assume sole responsibility for the registration and use of your domain name.
- You must provide accurate information for publication in directories such as WHOIS, and promptly update this to reflect any changes.
- You must respond to inquiries from your Registrar within fifteen (15) days, and keep your Reseller account data current. If you choose to have your domain name registration renew automatically, you must also keep your payment information current.