

# **General Terms and Conditions Trustee Agreement for the Registration of Domain Names under the TLD .DE**

## **Preamble**

The Customer as a Beneficiary desires to register a domain name under the top-level-domain .DE with Denic-Domain-Verwaltungs- und Betriebsgesellschaft eG in Frankfurt am Main. The registration of the domain name will be provided by Az.pl, Sosnowa 6a, 71-468 Szczecin, Poland.

The Customer resides outside of Germany. In accordance with Section 3 Paragraph 1 of the Denic Domain Terms and Conditions has to appoint an Administrative Contact domiciled in Germany. This Administrative Contact shall also be the Customer's authorized representative for receiving the service of official or court documents for the purposes of §§ 174 ff. of the German Code of Civil Procedure.

The Trustee is willing to take on this task in accordance with the subsequent conditions for the Customer.

The trust agreement will only become effective upon the direct payment of the trust fee to AZ.pl by the customer.

Having said this the Customer/Beneficiary and Trustee conclude an Agreement having the conditions below:

## **1. Duties of the Customer**

The Customer guarantees that neither the domain applied for nor the contents to be placed on a corresponding website violate any third-party rights (e.g., trademark, name-use rights and copyrights), statutory bans of an European Union member state or generally-accepted moral precepts; in particular the Customer will not place any pornographic content, offers for gambling or contents that support or glorify terrorism on the website reachable under the domain name.

The Customer shall post an Imprint (Acknowledgement Notice) on the website which meets the requirements of the European Commission's Directive 98/34/EC, OJ L 204

of 21.6.1998, p. 37, in the version of the Directive 98/48/EC, OJ L 217 of 5.8.1998, p. 18.

The Customer will inform the Trustee immediately and in writing by mail, fax and email on all events relevant to the registration of the domain name, in particular any change of the Beneficiary or initiation of legal proceedings or if the customer is threatened with legal action or if legal action is taken against the Customer.

The Trustee Agreement shall not have the right to assign the rights and obligations rising from this contract to a third party without written consent of the Trustee.

The Customer agrees to reply in detail to all inquiries of the Trustee with respect to the domain registration by mail or fax and email immediately, at the latest within 24 hours. This time period will be further limited if a third party (claimant, court, etc.) effectively sets a shorter time limit.

The Customer is responsible for keeping his contact data up-to-date with AZ.pl at all times and authorizes AZ.pl to make contact data available to the Trustee.

If the Customer cannot be contacted via the contact information provided by him or if he does not reply to an inquiry of the Trustee within the time limit granted to him, the Trustee will be entitled to take all necessary decisions, in particular to delete the domain because of actual or alleged violations of the law or to place the domain under the administration of Denic eG.

## **2. Duties of the Trustee**

The Trustee must fulfill all tasks assigned to him as the administrative contact of the domain name in trust of the Customer's interest. He will comply with the customers respective instructions as long as they are not in contravention of the law of a European Union member state or any of the contractual agreements of the two parties.

The Trustee will promptly inform the Customer about all issues relating to domain registration and, insofar as possible, take no action without previously conferring with the customer.

The Trustee will take any decisions that can or have to be taken without conferring with the Customer at reasonable discretion.

### **3. Third party disputes.**

In case the Trustee is called upon by a third party to release or delete the domain the Customer shall declare within the time limit set in Section 1 in writing if he agrees to release or delete the domain name or if he wants to defend the domain.

Should the customer agree to the release the Trustee will declare the deletion of the domain name to Denic eG and will inform the third party/claimant. The agreement between the Trustee and the Customer shall be terminated by this declaration. A notice of termination is not required.

The Trustee may delete the domain, if the Customer does not provide any written statement in this regard.

In case the Customer informs the Trustee that he wants to defend the domain, it shall within two days to grant collateral security deposit (cash/cash-equivalent in EURO), the amount determined by the Trustee's at reasonable discretion and abutted on the Court Fees Act and the regulations regarding attorney's fees of the European Union's member states, that in accordance with section 6 will secure the Trustee's indemnification on the grounds of of court fees possibly born by him.

In addition, the Customer shall name a lawyer who will represent the customer to third parties in and out of court. If the Customer does not comply with the aforementioned obligations the Trustee will be entitled to proceed in accordance with Section 3 Paragraph 3.

### **4. Violations of Law**

If the Trustee determines that the domain name itself or the content of the website reachable under the domain name violate valid law of a European Union member state, in particular its criminal provisions, the Trustee may cancel the domain without warning. The Trustee Agreement is immediately terminated upon cancellation of the domain name.

## **5. Consideration**

The customer will pay the trust fee to AZ.pl per domain name for one contract year in advance. The amount payable is determined by the current price list published in the customers account.

If a domain is cancelled or transferred prematurely the Customer does not have a claim for partial reimbursement

## **6. Term**

This Agreement shall be concluded for an indefinite period but will only remain effective as long as the domain name remains with AZ.pl as provider.

Accordingly the trust service will be terminated independently of the continuation of the existing agreement with AZ.pl, if the Customer transfers the domain name from AZ.pl to another provider or applies for the deletion of the domain name.

The Trustee and the Customer denounce their right of termination of this contract. This will not effect a termination of the contract for cause or any causes for discharging or terminating the contract stated in this agreement.

In case AZ.pl exercises its right to terminate the contractual relation with the Trustee, the Trustee shall have the right to terminate this agreement within one month after the end of the AZ.pl cancellation period with the Trustee.

## **7. Trustee`s Liability**

The Trustee shall only be liable if the damages arise from intention or gross negligence.

## **8. Liability of the Customer**

The Customer indemnifies the Trustee from all costs, damages and detriments incurred due to a third party claims and suits – whether justified or not, made in or out

of court - against the Trustee on the basis of the domain registration and the content of the website posted under the domain name.

## **9. Miscellaneous**

Venue for all disputes resulting from this agreement is Germany. The law of the federal republic of Germany under exclusion of the provisions on standardized UN-Commercial law on the Sale of Goods exclusively governs this agreement and any claims resulting from it .