

Terms and Conditions

(valid from 1 November 2008)

1. Object of Agreement

1. Key-Systems GmbH - in the following Key- Systems - is an official registrar for domains, accredited by Internet Corporation for Assigned Names and Numbers (in the following ICANN) as well as other national and international Registries. In this capacity Key-Systems registers Domains on a “first come, first served” basis.
2. All services of Key-Systems are only accepted on the basis of these terms and conditions, the information provided on the website, and – in case of domain registrations - the registration rules of the appropriate registry cited in the annex to this document.
3. Customers Terms and Conditions are only accepted if Key-Systems has provided their consent in written form.
4. Key-Systems can modify their Terms and Conditions, as well as their price list at any point in time. Key-Systems will notify the customer by mail or email, unless such notification requires unreasonable efforts. The customer can object to these modifications within 14 days starting from the notification. Should the customer object, Key-Systems may terminate the agreement within 14 days or, at our choice, at the next possible termination date. If the customer does not object, then the new Terms and Conditions are accepted by the customer.
5. The customer is obliged to read and save these Terms and Conditions, as well as the respective appendixes which are relevant to the customer. Key-Systems will keep a current version of these terms and conditions available on their web pages.
6. The customer agrees to Key-Systems sending important notifications by email. Therefore the address entered in the customer account has to be updated and checked at a regular interval. Key-Systems is not responsible for customers not taking notice of messages sent to the email address provided by the customer.
7. By giving an order through Key-Systems and/or by electronic actions the customer hereby declares, that he has the power to place orders directly himself or as the power of attorney of his organisation and that he agrees to the registration agreement in all parts.
8. In case of orders for or in the name of third parties, the customer remains the only contract partner of Key-Systems. Our terms and conditions, contract terms and general registration rules shall also apply to the third party; the customer ensures that third party abides by the required code of conduct and duties.

2. Contract

1. The Key-Systems webpages constitute an invitation for customer contract applications that is subject to change. A contract can either be closed through written or electronical confirmation of the application by Key-Systems or if the purchase is fulfilled. Mere use of the website or confirmations of receipt of application shall not be considered to constitute a contractual relationship with Key-Systems.
2. If the purchase should only partially be deliverable, then customer will also accept a part-delivery.
3. The object of the agreement and scope and description of services shall be defined by the actual contracts.
4. Customer is obliged to check the order confirmation from Key-Systems and must contact Key-

Systems immediately should any mistakes be verifiable.

3. Domain registration and renewal of registration

1. Key-Systems registers domains as an official registrar accredited by ICANN. Providing or administering domains Key Systems acts however only as a mediator between the customer and Internic or another institution or company in charge of the administration of the central data base. It has no influence on the distribution process of domain names. As there might be rights of a third party involved Key-Systems has no obligation to guarantee the continuity of the existence of a registered domain.
2. The customer assures that the domain name and the use of the domain does not interfere with or infringe the rights of a third party and that there are no other legal or factual obstacles to register the domain name, that the chosen name does not contradict morality and that the order conforms to the registration policies of the relevant registry. Key-Systems has no duty to verify the application in this respect.
3. The different Domains are administered by various different, usually national organisations (Registries). Each of these organisations have different terms and conditions relating to the registration of the respective Domains, as well as the proceedings in domain name dispute matters. Key-Systems is required to pass on these policies to their customers. Likewise, customers acting as resellers are required to oblige their customers to follow registry policies. As far as Domains are the subject of the contract, the additional terms and conditions of each gTLD and ccTLD apply as actual parts of the agreement. The customer acknowledges that the registration of the domain can be revoked due to policy violations at any time.
4. The customer further acknowledges that registry policies may change at any time and that he will keep himself informed about the current rules. Key-Systems will provide information on essential changes in their Newsletters, and will provide a link to the most current policies on their website.
5. When registering or transferring a domain the customer provides Key-Systems with the power of attorney to submit all updates done through Key-Systems (e.g. DNS Updates, WHOIS-Updates, as well as other domain configuration) on his behalf directly to the respective registry in real-time.

4. Domain Name Dispute Policy and Exemptions

1. The customer agrees to clarify and settle any disputes according to the Dispute Resolution Policies of the respective responsible Organisations. These Policies can be viewed on the Website of Key-Systems. The language in the Policies may differ depending on the mother tongue of the country.
2. The customer accepts that Key-Systems acts as an accredited registrar and might be bound to lock, cancel a domain or to transfer it to a third party - according to UDRP-regulations - if the customer does not provide evidence within ten days after an Administrative Panel's decision, that he has commenced a lawsuit against the complainant in a Mutual Jurisdiction regarding the right to use the disputed domain name.
3. For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.
4. During a pending administrative proceeding or during a period of fifteen (15) days after such proceeding is concluded or during a pending court proceeding or arbitration commenced regarding the domain name the customer may not transfer the domain name registration to a third party unless the third party agrees, in writing, to be bound by the decision of the court or arbitrator.

5. Liability and Force Majeure

1. As a condition of the customer's access and use of the registration service and other services the customer agrees to defend, indemnify, save and hold harmless Key Systems, agents, partners, ICANN, the central registry as well as all persons involved in the registration process in respect to all claims, demands, liabilities, costs and/or expenses resulting from an illegal use of a domain name registered by the customer or the content provided on a registered domain. In the event of a claim, customer has the right to prove Key-Systems, that claims in the context of the exemption have not occurred in the demanded extent or not at all, and / or the customer is not responsible.
2. Key Systems, agents, partners, ICANN, the central registry nor any person involved in the registration will be liable to the customer or any third party for any direct or indirect loss of profits, earnings or business opportunities, damages, expense, or costs resulting directly or indirectly from any failure to perform any obligation or provide service hereunder because of any Force Majeure, or governmental acts or directives, strikes, riot or civil commotion, war, any natural disaster, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force or condition beyond Key Systems' reasonable control.
3. Key-Systems cannot be held liable for delays of services and server downtimes due to higher force, fault of third parties or due to events, which Key-Systems has no influence on, despite any agreed upon deadlines and dates. You hereby permit Key-Systems to postpone the service-supply and/or achievement by the duration of the respective disruption plus an appropriate starting time. Furthermore Key-Systems can limit the service, if the stability and security of the operation, the maintenance of the net integrity, in particular the avoidance of serious disturbances of the network, the software or stored data requires it.
4. Concerning registration of multilingual domain names Key-Systems does not have any control of these registrations and it might be possible that the service will be modified, interrupted or even terminated by the registry without prior notice. Key-Systems has no obligation to guarantee the continuity of the existence or availability of multilingual domain names and registration is on customer's own risk. The customer acknowledges, that the functionality of multilingual domains is not the same as regular domains. Furthermore the customer also acknowledges, that a multilingual domain, due to the introduction of constantly new technical features, may not function at all.
5. Key-Systems assumes no responsibility for content saved on their servers. The customer is responsible for saving and keeping his own backup copies of his data, and reinstalling them in case of loss of data.
6. For all services of Key-Systems liability will be limited to intention and gross negligence.
7. In case of paid services adhesion is limited by KS with negligence and gross negligence to the amount of the payment which can be paid in each case from the customer for the respective achievement and/or achievement period. Negligence. In every other case, liability is capped at the amount of damage that are typically foreseeable at the time the agreement.
8. The customer is liable for all damages resulting from violations of the registration policies or these terms of conditions, and shall indemnify Key-Systems from all claims or other impairments resulting therein.
9. The customer agrees to keep all passwords and access data received from Key-Systems for access to our Services secret and to inform Key-Systems once he receives any information about unauthorized parties gaining access to these passwords. The customer acknowledges that he is responsible for any orders or statements issued with his user-identification and that he bears the risk of unauthorized use of his access data. Should unauthorized third parties use Key-Systems services while using his account, the customer is responsible for all fees and damages. Key-Systems may lock access to an account if there is sufficient reason to assume it is used by unauthorized parties. Key-Systems will

inform the customer without delay of any such measure taken.

10. In case of allowed use by third parties or resale of products and services or Key-Systems to third parties, the customer is liable for any claims resulting from violations of the contract terms by the third party.

6. Duration of Contract and Termination

1. The duration of contracts concerning registrations of domain names or the administration of domain names transferred to Key-Systems from another registrar can be depending on the respective domain (starting from the date of transfer) one (1) to ten (10) years. Renewals can also be processed for time periods between one (1) to ten (10) years, depending on the respective domain.
2. For registered domains: If the parties do not agree otherwise, a contract with a limited duration will automatically be renewed for twelve (12) months if one of the parties does not confirm the termination, in writing, three (3) months before the termination.
3. For ordered Web- and Mailspace: If the parties do not agree otherwise, a contract with a limited duration will automatically be renewed for six (6) months if one of the parties does not confirm the termination, in writing, one (1) month before the termination. Apart from the regulations under 2. both parties have the right to terminate the contract for an important reason. An important reason on behalf of Key-Systems can be if the customer:
 - Is in more than 14 days delay of submitting the fee in the height of the monthly fee for a contract which has a minimum duration or for a contract where a certain duration time period has been agreed upon,
 - Is more than 20 Calendar-Days in delay of submitting the payment for a contract which has an undefined length,
 - violates against the rights and obligations of these Terms and Conditions, the contract or the registration policies in a fundamental way
 - if obvious violations of the law are present in the content of the domain or in the domain name itself
 - despite warning within appropriate period does not modify his websites in such a way that they meet the requirements regulated in the Terms and Conditions or
 - acts contrary to the Terms and Conditions of the Registration and the Requirements.

In these cases the customer loses all rights.

4. The customer will be informed by e-mail no later than (30) days before the end of the registration period asking payment for renewal. In the case of non payment at least three (3) days prior to the expiration date, then the customer will lose all rights on his domain. If the customer did not terminate the contract on time, and the customer has either identified his payment method to be credit card or bank debit, and entered current and valid payment details then we will automatically charge the due amount ten (10) days prior to the expiration date and the contract will be renewed accordingly.
5. In case Key-Systems can not maintain the registration of a sub-level-domain according to the terms and conditions of the respective Registry, then Key-Systems can terminate this contract by giving notice, in writing, not later than 14 days before the end of a month.
6. In case of termination of the Domains either through the customer himself or a Domain disputes decision, the customer has no claim for a substitute domain or a refund. Should the Domain be

terminated prematurely, then no refunding will take place, if the termination was not caused deliberately or grossly negligently through Key-Systems. This applies likewise to other performances or additionally booked options.

7. Customers that register domains for third parties shall acquire the consent of the third party before any deletion, change of owner data or other changes.
8. In the case of domains cancelled by the customer, domains not extended at the time of expiry despite of a reminder of the pending deletion, Key-Systems is authorized after expiry to add said domain to its own portfolio, transfer it or sell it to third parties unless the customer explicitly denies such actions. In case of a sale the customer shall receive a percentual share in the profits obtained by the sale as credit on his account.
9. The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification or policy of the relevant registry, (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.
10. In case of a termination of the accreditation of Key-Systems as registrar, Key-Systems can terminate a contract by giving notice, in writing, not later than 14 days before the end of a month.
11. Cancellations and notice explanations are required in writing, which applies by fax as protected.

7. Data and Protection of Data

1. The customer is committed to supply Key-Systems with the following information and data. The customer assures that all submitted data and information to Key-Systems is correct and complete. By changing the data in the customer-online-interface, the customer furthermore assures that these modifications are correct, complete and truthful. The data has to be kept current. Incomplete data has to be completed. The customer acknowledges that the indication of incorrect data can lead to the immediate deletion of the respective domain without refund. This does also include cases where a customer does not comply with Key-Systems' request to correct the data given within the period of time given. This concerns in particular
 - his full name, postal address, e-mail address, voice telephone number, and fax number if available - if the registrant is an organization, association, or corporation - additional information on name and address of an authorized person for contact purposes;
 - if the customer intends to use an own Domain Name Server (DNS): the IP-addresses of the first and secondary server;
 - the names of these servers;
 - the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact;
 - the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact; and
 - the full name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact.
2. According to article 33 of the German Law on the Protection of Personal Data Key-Systems informs his customers that in the process of the execution of the agreement personal data are stored and processed and that personal data are transferred to third parties involved in the fulfilment process.

The registration also includes storage of personal data in so-called "whois" data base.

3. Key-Systems is authorized to use the data for improvement of its services and to even better adapt its services to the needs of the customers.
4. Key-Systems may also permanently save all data required for billing of services.
5. The customer has the right to be informed free of charge on the storage of his personal data.
6. The customer agrees to receive informational and marketing emails directly from Key-Systems.

8. Pricing

1. The prices for domain registration and extensions and other services of Key-Systems are published without engagement on its website; these prices can be changed at any point in time.
2. Prices for renewals of domains are only valid for the actual price on the day of the transaction.

9. Payment

1. Payment can be made by credit card (VISA, Mastercard, AMEX), Eurocard, wire transfer, by Paypal or by sending a check to a German bank.
2. The registration of services can only proceed after receipt of payment. Should you identify to pay via check or wire transfer, then the registration process will get processed after the funds have been received on the bank account of Key-Systems. All transaction costs are to be covered by the customer. The customer has no right to fulfilment until payment is received
3. Customer agrees that he will lose all rights on the selected domain name in case of a charge back by their bank or credit card company, credit card fraud or any other reversed payment. Key-Systems will in such cases decide at its own sole discretion whether to hold the name in its own portfolio, offer it to third parties or to cancel the domain name.
4. Should the customer wish to receive an invoice by regular mail then Key-Systems has the right to charge three (3) Euro for each mail-package.
5. The payment for a domain registration and other fees are not refundable in case of a premature termination of contract.
6. The payments for services is also not refundable in case of disruptions in the service due to force majeure or other causes outside the realm of Key-Systems responsibilities.
7. Prepayments for domains which could not be registered will be entered onto the customer account and can be refunded at any point in time. The customer will cover all costs of this refund.
8. If a bank debit is denied by customer, or denied by the bank due to insufficient funds, the customer is liable for the bank costs, currently 3 Euro, plus an additional processing fee of 8,00 Euro per failed bank debit.
9. The customer can only offset his own claims against claims of Key-Systems if these claims have been accepted in writing by Key-Systems.
10. In case of default on payments, Key-Systems may charge an annual interest of 9% above the current basis interest rate according to § 247 BGB, or if the customer is a consumer, an annual interest rate of 5% above the current basis interest rate.

10. Customer obligations for the use of webhosting-services

1. In the case of using web hosting services of Key-Systems customers are responsible to provide full information of name and address in the contents. The customer is furthermore committed to identify the contents on his website as his own together with his full Name and address. It is also pointed out to the customer that any further obligation of identification e.g. if the content on the respective websites relates to Telecommunication-Services or Media-Services.
2. The customer may not offend legal prohibitions, the morals and the rights of third parties (brands, name -, authors -, data protection laws etc.), or support such violations actively by means of the Internet-presence, placing banners on the website, the designation of his E-Mail address and the contents of his operational website. In particular the customer is committed not to publish pornographic or erotic content and no services directed towards realisation of profits, that are related to pornographic or erotic contents (e.g. nude pictures, Peepshows etc.). Similarly, the offering of viruses, of content that glorifies violence, that incites people, racist or right wing extremist content, incitements towards criminal activity as well as content directed at debasing the human dignity of others (Hatepages) is prohibited. The customer is not allowed to enter his website in Search-Engines as long as the customer uses key-words which could violate legal prohibitions, the morals and rights of third parties. The primary use of the webspace as downloadserver or for webmail services is not allowed. In each violation, the customer will be held liable for all damages resulting from the above obligations, and agrees that access to any offending content may be blocked or the content deleted. Key-Systems shall inform customer of any such blocking or deletion.
3. The customer agrees that he is the sole party responsible for the content published on his webspace and agrees to defend, indemnify, save and hold Key-Systems harmless in respect to all claims, demands, liabilities, costs and/or expenses resulting from a violation of the obligations above, including all direct and indirect damages as well as economic losses. This clause shall survive the termination of the agreement.
4. Key-Systems is not committed to check the the contents of the customers websites or internet-presences for violations. Saved contents are considered foreign contents for Key-Systems as per § 5 Teledienstgesetz. After recognizing legal offences or inadmissible contents Key-Systems maintains the right to partially or totally block access to the web-presence. This also applies to plausible claims made by third parties. Key-Systems will immediately inform the customer of such actions and claims. If possible, the blocking is limited to the offending content and shall be lifted once the customer can plausibly prove the legitimacy of the content or removes the offending content.
5. The customer is obligated to arrange his Internet-presence in such a way that an excess of the agreed capacity, e.g. by CGI-Bins, is avoided which require a higher capacity. Key system is entitled, to block access to the respective websites for the customer and third parties should they exceed the booked capacity. Key-Systems will immediately inform the customer of any such action taken. The customer is committed not to maintain any CHAT-Rooms, Chats under the Internet-presences purchased through Key-Systems GmbH.
6. All servers of Key-Systems are normally active 24x7. This does not include interruptions due to previously announced maintenance. Key-Systems cannot guarantee to supply services without any interruption. Key-Systems cannot be held liable for loss of data, interrupted data transmission and any other problems which may occur due to technical breakdowns, disturbances in the technical infrastructure of the internet, hacking, strikes and other technical problems outside the realm of responsibility of Key-Systems and its assignees. The customer shall report any interruptions of service to Key-Systems in order to allow Key-Systems to start repairing them at once.
7. Additional data traffic volume can be supplied by Key-Systems within the limits of the capacity of the data centre and the duties of service towards other customers for an additional fee, the amount of which can be seen in the current price list by request. Traffic flatrates are handled under the fair-use principle.

11. Customer responsibilities with regard to the use of email service:

1. The customer is committed not to dispatch any advertisement or have advertisement dispatched, without the explicit agreement of the respective receiver. This applies especially if the respective emails have the same content and are sent to a broad mass (so-called "Samming"). Should the customer violate this responsibility, then Key-Systems has the right to delete all services and hold the customer liable for all damages resulting from this.
2. The customer is obliged to check his emails on a regular basis of max. two (2) weeks. Key-Systems is allowed to send messages back to the sender, should the capacity limit of the respective email-box be reached.

12. Final Clauses

1. Modifications to the terms and conditions or the contract, as well as cancellations will only be accepted in writing, including e-mail transmission, oral agreements shall not be considered valid.
2. For commercial customers and legal entities in Germany, as well as for all customers without permanent residence in Germany, Zweibrücken/ Germany will be the exclusive place of jurisdiction, as well as the place of fulfillment.
3. For the contract between Key-Systems and its customers the German law is the only effective law.
4. If any provision of these terms and conditions shall be unenforceable and/or invalid, such unenforceability and/or invalidity shall not render these terms and conditions unenforceable or invalid as a whole. Any provision determined to be unenforceable or invalid shall be replaced by provisions which are valid and enforceable and closest to the original objectives and intents of the original provisions in an economic and legal sense that would have been agreed upon by the parties, had they known of the invalidity at the time of the agreement.
5. Both, the English and German version of these "terms and conditions" are valid. In case of doubt, however, the German Terms and Conditions will be decisive.

Privacy Policy

This is how we will handle information you provide during your visit to our website.

www.icann.org/registrars/model-privacy-policy.htm

Information you must provide.

In visiting our site, you are required to provide information to

- register a domain name,
- update information about a domain name previously registered,
- offering webspace and/or mailspace, or
- submit questions about our service.

To register a domain name, you are required to provide the name you are

registering; your name and postal address (or those of the person for whom you are registering the name); technical information about the computer with which the domain name will be associated; and the name, postal address, e-mail address, and voice and (where available) fax telephone numbers for the technical, administrative, billing, and zone contacts for the domain name. Once the domain name has been registered, your registration agreement requires you to correct and update this data promptly.

If you submit a question about our service, you will be asked to provide your name, telephone number, and e-mail address.

Why you must provide the information.

The information you provide when registering a domain name (or correcting or updating registration information) is required to allow the Internet to associate the domain name with your computer, for the initiation of a contractual relationship with Key-Systems as well as billing and invoicing, to allow us to properly handle your account (including notifying you at renewal time), and to permit others operating or using the Internet to easily contact you to resolve issues that arise in connection with the domain name.

It will also be stored under a data escrow program to keep the domain name operating in the event we leave the domain-name registration business. When you submit a question to our website, contact information is needed so that we can respond.

Who will receive the information.

We will provide information you submit in registering a domain name or updating related information to our own employees and consultants, to the administrator of the registry for the top-level domain in which you are registering (currently Network Solutions, Inc. for .com, .net, and .org), to operators and users of the Internet making

Whois queries concerning your domain-name registration, to the Internet Corporation for Assigned Names and Numbers (ICANN) (which provides technical coordination for the Internet), and to escrow agents, auditors, Whois service providers, and replacement registrars that ICANN may designate. Information you provide in asking questions about our service may be given to our employees and consultants and, upon its request, to ICANN.

Further use of the data

Use of the data for advertizing, customer support or market research shall be done by Key-Systems only if required and only at the prior agreement of the customer. The customer shall be entitled to revoke his agreement for such use at any time. Key-Systems is entitled within the legal provisions to disclose such informations to law enforcement agencies and courts.

Accessing, correcting, and updating information.

You are required to correct any erroneous or out-of-date contact information concerning you registration. You can access the information you provide, correct it, and update it by visiting our website.

Information you provide about others.

In providing personal information about other individuals (such as someone in whose name you are registering or the domain name`s technical or billing contacts), you represent that you have notified them of the purposes for which the information will be used, the recipients of the information, and how they can access and correct the information, and that you have obtained their consent.

Trafficdaten

Trafficdata, i.e. data surveyed and used to measure the volume of use of a telecommunications service are only surveyed as far as this is necessary for the provision of the service and billing. Such data is not kept for a time longer than six months after the time required for billing, unless the customer request a longer

peroid of data maintenance within the use of a statistics funtion.