

## Article 1 - Scope of application

1.1 Terms beginning with a capital letter have the meaning defined in this Contract or, failing that, by the definition given in the Infomaniak Lexicon available on the Website.

1.2 The Special Terms and Conditions apply without restriction or reservation to the Domain Name Service (hereinafter referred to as "Domain") offered by Infomaniak (also referred to as "Registrar"). They complement but take precedence over the General Terms and Conditions of Use (hereinafter referred to as "GTCU") if a contradiction should arise between these documents.

1.3 In accordance with Infomaniak's GTCs and according to the terms and conditions set out therein, these Special Conditions may be modified in order to take into account any legal, jurisprudential or technical evolution.

1.4 The Registrar is an official registrar, accredited by the Internet Corporation for Assigned Names and Numbers (hereinafter referred to as "ICANN") and other national and international registries. In the context of the provision of domain registration or management services, the Registrar acts as a mediator between the Customer and the organisations responsible for managing the central databases. The Registrar has no influence on whether the Domains requested for the Customer can be registered and/or are free of third party rights.

1.5 The various top level domain names are managed by various national or private organisations (hereinafter referred to as "Registries"). ICANN and each of these organisations have their own terms and conditions regarding the registration and use of domain names, and possibly procedures regarding domain name disputes. The Registrar is required to provide its customers with these terms and conditions and dispute resolution policies. By applying for the registration or transfer of a domain, the Customer declares that he/she is aware of the existing and current registration terms and policies of ICANN and the respective registry and accepts them as an essential part of this agreement.

1.6 The Customer further acknowledges that the registration policies of the respective registries or ICANN policies may change from time to time and undertakes to keep itself informed of the current rules and to accept such changes or delete the affected domain names. The Registrar will communicate about essential changes and provide a link to the most recent policies on its website.

## Article 2 - Description and scope of the Service

2.1 The Customer is solely responsible for the elements provided (contact details, desired domain name, etc.) to Infomaniak when ordering a domain name, for their accuracy and their durability. An error in the name of the domain entered at the time of the order does not give the right to any reimbursement or compensation.

2.2 The Customer undertakes to guarantee that the requested domain name and the intended use of the : a) do not infringe the rights of third parties; b) are free of any legal or factual impediments to registration; c) do not violate moral conventions; d) are within the guidelines and policies of the relevant registry of which the Customer is aware; and e) are allowed. The Registrar is not obliged to check domain name registrations and may reject, without further reason, any application for registration or transfer of a domain name and is under no obligation to guarantee the existence of a domain that does not comply with the above points.

2.3 Applications for the registration of domain names are processed by the registry on a "first come, first served" basis. The registrar gives no guarantee for the successful allocation of the ordered domains and is released from the obligation to perform the service if the order cannot be fulfilled. The Registrar is not bound by this principle in the event of multiple requests for the same domain name.

2.4 Any domain name order may be subject to identity verification by our anti-fraud system (also known as Fraudscore). The Customer accepts that this validation may result in the non-allocation of the desired domain, in accordance with the "first come, first served" principle described above.

2.5 If the Customer registers a domain name for or on behalf of third parties, the Customer must ensure before ordering that the third party is aware of and agrees to all the Registrar's and Registry's registration policies and terms and conditions including these terms and conditions. Customers acting as resellers or distributors are obliged to pass on these terms and conditions in full to the end customer and to provide appropriate proof of their acceptance. The Client is also obliged to inform the holder of all possible notifications of this contract.

2.6 Any Domain order placed through a third party, agent or distributor entails the acceptance by the Principal of all acts and omissions of the third party concerned as if they were his own. The Principal expressly authorises the third parties concerned to undertake any necessary administrative action on the Domains registered in his name with the registrar.

2.7 By requesting the transfer of a domain from another provider to the Registrar, the Customer confirms that he/she is authorised to dispose of the Domain/s. Once the transfer is completed, the domain owner is obliged to check the accuracy of the data entered in the WHOIS of the domain name and to correct it if necessary. The registrar is entitled to cancel any outgoing transfer of a domain if the transfer is requested without the consent of the current holder of the domain(s) or if the previous holder has illegally lost the management of the domain(s) concerned.

2.8 By requesting the transfer of a domain name to a third party ("transfer of ownership"), the Customer confirms that the third party has expressly accepted the transfer of ownership. The Customer must be able to provide the documents proving the third party's agreement. The Registrar has the right to cancel or refuse to execute a change of ownership if this agreement is not documented.

2.9 The Registrar, as well as the Clients authorised by the Registered Name Holder, are considered to be agents appointed by the Registered Name Holder in relation to the management and registration of a domain name vis-à-vis ICANN, the Registry or any other party involved in the registration process.

2.10 In the event that the Registrar, in accordance with the Registry's policies, is unable to maintain the Customer's domain name registration, the Registrar shall be entitled to an extraordinary termination of the registration agreement with the Customer within 14 days. As the designated agent of the registered domain name holder, the Registrar is at all times authorised to carry out any transactions deemed necessary for the management of a domain name, including updates or data transfers.

2.11 By submitting a request for the registration and/or transfer of a domain name, the Customer authorises the Registrar to transmit, on its behalf, all entries and changes it makes (e.g. DNS or WHOIS updates) directly and in real time to the corresponding registry. The Registrar is authorised to cancel abusive operations.

## **Article 3 - Domain life cycle**

3.1 Registrations, renewals and transfers are possible for a period of between one and ten years depending on the domain name, provided that the maximum registration period (10 years) is not exceeded.

3.2 By submitting a request for the registration and/or transfer of a domain name, the Customer authorises the Registrar to transmit, on its behalf, all entries and modifications it makes (e.g. DNS or WHOIS updates) directly and in real time to the corresponding registry. The Registrar is authorised to cancel operations that it considers, in good faith, to be abusive.

3.3 The right of withdrawal does not apply to the registration of domain names.

3.4 For renewals, the price list on the Site at the date of renewal shall apply. The Customer acknowledges that renewal and transfer fees may change without notice and undertakes to check the current price before placing any order and before any automatic renewal is requested. Wherever possible, the Registrar will notify the Customer of changes to the current fees. The Registrar is entitled to cancel or amend orders if a price change occurs between the date of the order and the date of execution.

3.5 The contract for the registration and administration of a domain name is automatically renewed after payment of the domain name, provided that the payment process is carried out correctly, but only if it has been carried out before the expiry date of the current period. It is the responsibility of the renewing Customer to take into account the possible delays in payment processing depending on the chosen method.

3.6 The Customer will be informed by e-mail of its obligation to pay the renewal fee in accordance with the provisions of ICANN or the respective registry before the end of the registration period. The Customer is solely responsible for ensuring that the applicable fees are paid before the end of the current period in order to secure the renewal of a domain name.

3.7 The Customer may terminate his Domain before the term. Any early termination does not entitle the Customer to any refund; domain names are not refundable or reimbursable.

3.8 A domain that is not renewed on time may enter a redemption period. The domain names remain under this status for a period of time set and managed by the relevant registry or Registrar, before being permanently deleted from the latter's databases. The Customer can restore the domain, i.e. remove it from the redemption period. The details of this process are described in the article "Restoration and reactivation".

3.9 In addition, in the case of domain names cancelled by the Customer, domain names not extended upon expiration despite an expiration reminder or non-payment of renewal fees, the Registrar is entitled to deactivate the relevant Domains at its sole discretion or modify the DNS entries ("deactivation"), return them to the Registry for deletion or continued management of the Registry ("deletion") or transfer them. Registrar shall commence such actions no earlier than 14 days after the expiration of such Domains with a redemption period, or upon the expiration of domains without such period. The Customer agrees that termination or non-renewal of the domain name or non-payment of the applicable renewal fees constitutes its consent to the actions described above.

3.10 Regardless of the regulations and general conditions, Infomaniak may terminate this contract in the event of non-compliance with the Customer's obligations as set out in the article "Obligations and responsibilities of the Customer" or • to correct errors during registration or transfer; • if, despite a warning and within a reasonable period of time, the Customer does not modify this content in such a way that it meets the requirements governed by these terms and conditions;

3.11 The price of the Domains can be adapted according to the rates charged by the registries. The price paid at the time of registration or renewal is therefore subject to change, especially for Premium Domains (see article "Premium Domains"). Price changes for domains are applicable immediately to new orders or when renewing domains for a new period.

3.12 Infomaniak does not bear any costs related to the domain names of its customers.

3.13 Any request for a transfer code (or auth code) will be invoiced at CHF 1 per transfer code if the quota of requests defined and indicated in the Domain Name Administration Console is exceeded. These charges apply to domain names managed by Infomaniak but which have never been renewed at Infomaniak and for which the transfer is free (see sales page).

## Article 4 - Restoration and reactivation

4.1 If and to the extent that a registry allows the restoration of domain names, and provided that the registrar also offers this service for the relevant Domains, this service will be provided subject to change without notice at the request of the registered domain holder and without guarantee of successful restoration.

4.2 The prices for this operation are defined on the infomaniak.com website and displayed in the Client's Administration Console. A Restoration can only be carried out when the Domain has been previously deleted.

4.3 The restoration request can only be processed if it is received in time before the final deletion by the Registry. In the event that a restoration cannot be carried out, the costs incurred for the restoration will be refunded to the Customer.

## **Article 5 - Data on the owner of the Domain**

5.1 When registering or transferring a Domain, the Customer is required to provide the registrar with information and data about the registered Domain holder for transmission to the registry and possibly for publication in the WHOIS. By entering and/or modifying the data in the online interface, the Customer ensures that this information is correct, complete and true. This applies in particular to : • Current and complete information on the full name of a legal or natural person; • postal address; • e-mail address ; • the telephone number ; • if applicable, the fax number (optional). Depending on the extension, the same information may be requested separately for technical and billing contacts or applied by default to both.

5.2 The information and data required may vary depending on the Top Level Domain (hereinafter TLD). If additional data is required, it must be provided during the registration process or at the request of the registrar.

5.3 Information and data must be updated as necessary and incomplete data must be completed. The Customer acknowledges that providing incorrect, outdated or incomplete data may result in the loss of the rights to the Service without refund. This also applies in the event that the Customer does not comply with any request from the Registrar to correct the data or provide proof of its accuracy within 4 working days.

5.4 An update of the holder's data of the registered Domain may trigger a temporary lock against the transfer of the Domain to another registrar. The registry may refuse this update.

5.5 By providing data from a third party, the Customer confirms that he has informed the third party of the provision and use of the data and that the third party has expressly agreed to this provision and use.

5.6 For the use of services designed to protect data privacy, the policies and conditions of the service provider apply (see article Domain Privacy).

5.7 The information provided in the owner's file, at the time of registration or transfer of a domain name, is the basis for any decision relating to the said domain name and for which Infomaniak will have to provide its support.

## Article 6 - Dispute Policy

6.1 The Customer agrees to resolve and settle any domain name dispute in accordance with the registry's or ICANN's dispute rules, if any. The Client shall inform itself of the applicable dispute resolution policy before initiating a registration request. The language of the arbitration rules may be different from the language of this document depending on the register concerned.

6.2 The Customer agrees that the Registrar may be required to lock or cancel a Domain or transfer it to a third party pursuant to any administrative panel decision in accordance with the applicable dispute resolution policy, unless the Customer provides evidence to the Registrar within ten days of the administrative panel decision that it has taken legal action against the complainant regarding the panel's decision in a court of mutual jurisdiction.

6.3 In the context of an ongoing administrative procedure, the Customer may not transfer ownership of the Domain concerned to a third party.

## Article 7 - Renewal Warranty

7.1 Infomaniak offers the activation of an Option that prevents the involuntary expiry of a Domain that is about to expire and that has not been renewed by the Customer within the time limit set. Thus, if the Option is activated on a Domain, the latter is renewed by Infomaniak, for one year, two (2) days before its expiry. This renewal will extend the functioning of the Domain for two hundred and fifty (250) days during which the Customer must pay the renewal fees.

7.2 The Customer will be informed of the renewal and the corresponding invoice will be available in the Administration Console. During the two hundred and fifty (250) days of extension of the Domain, Infomaniak will attempt, without obligation, to inform the Customer by means other than his login email address using all the contact information available in the Customer's Administration Console (secondary email, landline telephone, mobile phone, postal address, etc.) and will suspend the domain after two hundred and twenty (220) days in the event of non-renewal. Within the framework of the Renewal Warranty, Infomaniak will thus be authorised to contact the Customer and in particular the legal account manager by : - sending SMS messages to a mobile phone number; - sending postal mail; - sending telephone messages; - sending emails. In case of non-renewal, the Domain will be deleted after three hundred and sixty-five (365) days.

7.3 Only domain names that have the status "activated" or that are operational in the Administration Console can be eligible for this Option.

7.4 The Customer acknowledges and agrees that the Renewal Warranty Option may be deactivated in the following cases: • failure to pay the Option ; • 250 days after the issue of an unpaid invoice

and issued on the expiry of the domain; • breach of any provision of this contract ; • termination of the ; • receipt of a legal complaint regarding the use or registration of the domain name.

7.5 Activation of this Option entails a 50% surcharge on the price of the domain name when it is registered and 20% when the Domain is renewed, except during special promotional offers.

## Article 8 - Domain Privacy

8.1 This Option is offered through the partner Domain Privacy Trustee SA and allows the Customer to restrict access to its details in the public WHOIS directory. If the Option is activated, the Customer is subject to strict compliance with the partner's general terms and conditions available at <https://domainprivacytrustee.ch/cg/>. In the event of non-compliance with the general conditions of the partner, Infomaniak will be entitled to terminate the domains concerned without further formality and without any penalty.

## Article 9 - DNS Fast Anycast

9.1 The Customer acknowledges and accepts that Infomaniak is authorised to use the services of third party companies to provide the DNS Fast Anycast Service without the consent of the Customer.

9.2 Infomaniak reserves the right to refuse or interrupt all or part of the service to the Customer, for as long as necessary, if the stability of the service could be compromised by the DNS zones of the user. If the problem is limited to a node, Infomaniak will deny all or part of the service for the node concerned only. The user will be informed of these actions by e-mail.

## Article 10 - Premium domains

10.1 Special prices may be applied at the time of registration, renewal and/or transfer of domain names to which the "Premium" status has been assigned by the respective registry. In this case, the Domains are indicated as such in the relevant transaction. It is to be understood that the Registrar has no control over the assignment of "Premium" status to domain names and that this action is the sole authority of the respective registries.

10.2 In the event of incorrect pricing at the time of registration, renewal or transfer of a Premium Domain, the Customer may cancel the transaction and return the Domain concerned to the registry or to the former Registrar in the event of a transfer. This clause is applicable in the event that the erroneous posting was caused by a missing or erroneous designation of the Premium Domain, applicable fees by the registry or if the assignment of Premium status was not recognised by the Registrar. In such cases, the prepaid fees will be refunded to the Customer. Alternatively, the Registrar may offer to maintain the status of the transaction provided that the Customer pays the difference between the standard fees (as paid by the Customer) and the Premium price.

10.3 If a Registry changes the designation of a domain name registered or applied for in Premium status, the Registrar shall inform the Customer of this change.

10.4 Operations involving Premium domain names that require fees will only be carried out after receipt of the full applicable fees.

## **Article 11 - Obligations and responsibilities of t...**

11.1 The Customer undertakes not to use the registered Domain in such a way as to cause the : • wrongfully violating any obligation of the contract, ICANN or Registry policies, or these Registration Terms, in particular by providing false registration data; • non-compliance with laws, rules or good morals with the content made available through the domain name or with the domain name itself; • receipt of a legal complaint regarding the use or registration of a domain name.

11.2 The Customer agrees to defend, indemnify, hold harmless and hold harmless the Registrar, agents, partners, registries, ICANN, and all persons involved in the provision of the service from all claims, demands, liabilities, costs and/or expenses resulting from illegal use of the Customer's registered domain name or content provided on a registered domain. In the event of a claim, the Customer shall be entitled to prove to the Registrar that the claims for compensation did not arise insofar as the Customer is not responsible.

11.3 Neither Registrar, Agents, Partners, ICANN, the Registry, nor any person involved in the provision of the Service shall be liable to Customer or any third party for any direct or indirect loss of profits, benefits or business opportunities, damages, expenses or costs resulting directly or indirectly from any failure to perform any obligation or service hereunder by reason of force majeure, or governmental acts or directives, strikes, riots or civil commotion, war, or act of God. The registrar cannot be held responsible for delays in services due to the fault of third parties or due to events over which the registrar has no influence. The registrar can delay the provision of services and/or the execution of the service for a period of time corresponding to the disruption. In addition, Infomaniak may limit access to the service if the stability and security of the operation, the maintenance of the integrity of the network, in particular the prevention of serious disruptions to the network, the software or the stored data require it. The Registrar is not obliged to check or monitor the Customer's use of the service to ensure its legality.

11.4 Infomaniak's liability is limited to gross negligence if and insofar as the law permits. In the case of paid services, the liability of Infomaniak cannot be higher than the value of the current period for a domain name. For ancillary services, the liability of Infomaniak is limited to an amount of 25 CHF or EUROS for each individual case or 100 CHF or EUROS for all cases. In all other cases, Infomaniak's liability is limited to typically foreseeable damage. Any claim for punitive or consequential damages is excluded.

11.5 If a Domain is cancelled or transferred by the Customer, or cancelled due to a breach of this registration agreement, the Customer shall not be entitled to a free replacement Domain or a refund. However, such claims are permitted insofar as the cancellation was carried out unlawfully



by the Registrar or through gross negligence. This also applies to other services or additional options for domain names.

11.6 The Customer agrees to clarify and settle any dispute in accordance with the terms of resolution of the various registries for the domain name concerned.

11.7 The Customer undertakes not to transfer the domain name to a third party when a dispute is to be brought before a court of law.

## **Article 12 - Privacy policy and data protection**

12.1 Infomaniak informs the Customer that the latter's data is processed and stored in the process of registering and managing domain names. Infomaniak does not sell the information obtained and treats it with all the confidentiality that can be demanded of it, with the exception of the WHOIS service, which requires the publication of data relating to the owner of the domain name in specialised databases, as well as to third parties involved in the execution of the contract.

12.2 The registrar is authorised to store the data required for invoicing on a permanent basis in accordance with the legal provisions.

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