

This Agreement sets forth the general terms and conditions of your ("Client") use of the Services provided by C-Soft Ltd with the Finnish business registration number 0678742-2 (hereinafter referred to as "NordName").

This Agreement starts to apply from 20.05.2018 onwards and is valid until further notice. Last updated 01.07.2022.

### **1. The agreement**

1.1. NordName shall deliver the agreed service in accordance with this Agreement and the specified service description that the parties have agreed upon.

1.2. In case the description of the service is contained in different documents and should the information in the documents be conflicting, the document that was drawn up latest shall have priority.

1.3. The Agreement becomes binding once the Client has accepted these General Terms and Conditions.

1.4. This Agreement may change over time, either by amendments made by NordName, changes to ICANN policy or applicable law which may or not be reflected in the text of this Agreement. Before any material changes to this Agreement become binding on the Client, NordName will notify the Client of any such changes at the email address of record. If, as a result of such change to this Agreement, you no longer agree with the terms of this Agreement, your options are (a) to transfer your domain names and other related services to another provider, or (b) to cancel your domain names and other related services you have with NordName. By continuing to use the services provided by NordName you state your consent to the changes. Unless otherwise told, any such change to this Agreement binds you (1) 30 days after we notify you of the change, or (2) immediately if such change was caused by a new or amended ICANN policy or applicable law.

1.5. The Accessory Services mentioned within these terms refer to other services than domain names, such as web hosting, server colocation and SSL certificates.

### **2. The responsibilities and rights of the Client (You)**

2.1. You shall provide NordName with accurate contact details and keep them up-to-date at all times.

2.2. In case you manage domain name services on behalf of another party, you must require a consent from that party before ordering a domain under their name. You guarantee to ensure that all information provided in a domain registration order is correct and that NordName will be informed by you, in writing, of any changes in this information.

2.3. NordName must be notified of changes to contact details, or any other information provided in a domain registration order, within seven (7) days at the latest.

2.4. You declare that, to the best of your knowledge, neither a domain registration or any other service ordered by you, violates the rights of third parties or the applicable laws in force. You agree to not use any of the services provided by NordName to engage, directly or indirectly, in any unlawful, fraudulent, deviant, abusive or harmful activities.

2.5. You agree to facilitate in the timely resolution of any dispute that may arise in connection with your domain name service. If necessary, you will promptly communicate to NordName the identity and contact details of any third party to whom you have licensed or delegated the use of your domain name.

2.6. You take full responsibility for any consequences, problems or disputes relating to the choice, registration or use of your domain name or other accessory services, including in the event that you have licensed or delegated their use to a third party, unless you disclose the up-to-date contact information of such third party to the complainant within seven (7) days.

2.7. You agree that we may suspend, modify, transfer, change ownership or delete the domain, as well as suspend or terminate the Accessory Services if:

- a) an error has been made by the Registry Operator, NordName or another Registrar, and such action is required for its correction
- b) your payment is disputed or rejected.

c) if we are informed of a dispute or infringement of the legal rights of a third party, that is related to your registered domain name or its use, directly or indirectly

d) we receive a court decision or any document having the force of res judicata between the parties and enforceable against NordName, in relation to your domain name

e) to comply with a legal obligation or injunction from a competent authority

2.7. You shall upon request provide NordName with such information and documentation that NordName deems necessary in order to verify the client's compliance with this agreement.

2.8. If NordName, ICANN or a Domain Name Registry Operator becomes subject to dispute, claim or penalty fee as a result of the choice, registration or use of your domain name or other Accessory Services, the Client will fully indemnify NordName, ICANN and the Domain Name Registry Operators from and against any loss, amounts paid in settlement, liability, cost, expense, obligations, judgments, arbitration awards, claim or legal damage, to which the aforementioned parties may be subject in such situations.

2.9. You consent to the data processing activities described in our [Privacy Policy](#). In the event that you supply NordName any Personal Data of third-party individuals, you shall guarantee that these individuals have also been introduced to our Privacy Policy and consented to the data processing activities described within.

2.10. You guarantee that you agree to our [Acceptable Use Policy \(AUP\)](#).

### **3. The responsibilities and rights of NordName**

3.1. NordName reserves the right to take measures that affect the availability of the provided service should it be required due to technical, operating or safety reasons.

3.2. NordName has the right to remove, alter or prevent public access to all or parts of the client's accounts, in situations where they, according to NordName's assessment, violate acceptable use or where the client's use or operations is objectively under suspicion of being unlawful. Additionally, NordName reserves the right to lock the client's account and to report to the police in case criminal activities are suspected of being carried out through NordName's services.

3.3. NordName will not process the Personal Data provided to it by the Client in any way that is incompatible with the purposes described in our [Privacy Policy](#). NordName will take reasonable precautions to protect the Personal Data from loss, misuse, unauthorized access or disclosure, alteration or destruction.

3.4. Any operational disturbances at NordName will be attended to as soon as possible. NordName has no control over and is not liable towards the client for deficiencies or interruptions with other operators. NordName can also not be held liable for costs or repayments due to any operational disturbances.

3.5. NordName is responsible for direct damages suffered by a client only if the damages were caused by NordName's own negligence. In all cases NordName's liability to the Client is limited up to two (2) months of service fees. In the case of domain name registration services NordName's liability is limited to up to two (2) years of domain name renewal fees.

3.6. Under no circumstance is NordName liable for indirect damages that the client has suffered.

3.7. NordName shall be exempt from any sanctions if the fulfillment of a certain obligation is prevented or materially obstructed by circumstances that NordName could not reasonably have had any control over ("Force Majeure situations"), including but not limited to labor dispute, war, lightning storms, fire, extreme weather conditions, earthquakes, order by an authority or other public regulation, lack of transportation or energy. Should a force majeure situation arise, NordName shall immediately notify the Client of the situation.

3.8. Whenever possible, NordName will register the ordered domain name(s) directly with the applicable domain registry. However, in order to register domains under particular Top Level Domains, NordName may seek the assistance of a third party to act as the sponsoring registrar or as a local contact. NordName is not accountable for any direct or indirect damages caused by any actions made by these third parties, including but not limited to going bankrupt or getting sold to another party. Furthermore, NordName is not responsible to the Client for any decisions made by the domain registries that may affect the client's domain name.

3.9. NordName may mark itself as one of the additional contacts for a domain name if it is necessary for a successful domain name registration. An example of such case is when a local company or private person is required to act as the Administrative Contact in order for the registration to succeed. The Client may whenever change NordName to a contact of their choice should they acquire a contact that fulfills the requirements.

3.10. NordName reserves the right to request a credit rating of the Client from an authorized credit institution before delivering the ordered service. NordName even reserves the right to demand advance payments for future fees and expenses, or alternatively to refuse to allow a physical person or a legal entity to become a client of NordName, without stating the reason.

#### **4. Renewal, payment and billing**

4.1. All services provided by NordName to the Client will renew automatically by default sixty (60) days before expiration date.

4.2. The Client must terminate the service before the automatic renewal takes place, otherwise the Client will be debited for the coming period at the applicable rate.

4.3. Payment generally occurs in advance of service delivery, unless otherwise agreed. When the Client places an order for a service on NordName's webpage, NordName creates the Client an invoice that shall be paid within 14 days. NordName will only deliver the agreed service after successful payment confirmation.

4.4. In the event of a late payment, an interest on arrears of 7,5% is charged from the due date. Additionally, a statutory reminder fee of five (5) euros is charged and if necessary, debt collection charges.

#### **5. Cancellation right in distance sales**

5.1. The Client should be advised that the Cancellation right in distance sales issued by the Finnish Competition and Consumer Authority for consumer clients **does not** apply to domain registration/transfer/renewal orders, since once these services have been completed, they may be extremely difficult to cancel/reverse.

#### **6. Refund policy**

6.1. **Web hosting services:** Web hosting orders are offered a 25-day Money Back Period during which the Client can cancel an order and receive a full refund.

6.2. **Domain name registrations:** Domain registration orders can generally not be refunded. However, if it is explicitly stated in the Top Level Domain details that a Money Back Period exists for the particular Top Level Domain, it is possible that the Client may cancel the domain registration and receive a full refund. However, if NordName deems that the Client has a history of excessive domain registration cancellations, NordName may refuse to provide a refund even during the Money Back Period.

6.3. **Domain name transfers:** Domain transfer orders may be cancelled and a full refund may be obtained, but only if the transfer has not yet been completed. Completed domain transfer orders are not eligible for any form of refund.

6.4. **Domain name renewals:** Domain renewal orders are not eligible for any form of refund.

6.5. If any kind of breach of contract or abuse with the Service has come to NordName's attention, any form of eligibility for refund will be voided.

#### **7. Breach of Agreement**

7.1. Any violation to these Terms, no matter when it occurs or occurred and irrespective of what form the violation takes, will be seen as a severe breach of Agreement. If the Client has not rectified this within 15 days from notification, NordName withholds the right to deactivate and terminate the domain name and any Accessory Services.

7.2. The communication of fake, incomplete or inaccurate contact data about you or any party that has authorized you to act on its behalf, the failure to correct such data within seven (7) days, or failure to provide the required supporting documents within fifteen (15) days, will be deemed as a material breach of this Agreement.

#### **8. Termination of the Agreement**

##### **8.1. Domain name services**

8.1.1. The Client can terminate the Agreement by disabling the automatic renewal of the domain name service through email, live chat, postal mail or the NordName website, and letting the domain expire. To not pay an invoice associated with a domain set to automatically renew is not to be considered a service termination.

### **8.2. Accessory Services**

8.2.1. The Client can terminate the Agreement through the control panel provided by NordName, by email, live chat or postal mail. The Client will be notified of the service termination via email. The Client has to terminate the contract at least two weeks (14 days) before the end of the billing cycle. Should the Client terminate the contract later than two weeks before the end of the billing cycle, the Client is obliged to pay the service fee of the next billing cycle in full.

8.2.2. The Client has the right to demand the termination of the contract immediately if NordName is unable to deliver the agreed service. However, this does not apply to random outages caused by third parties, maintenance outages, hardware failures or Force Majeure type incidents (natural disasters, etc).

8.2.3. NordName reserves the right to suspend or terminate a service if the Client has not paid an invoice in time, the Client has been deemed insolvent, the Client has broken an applicable law, or if the contact details provided by the Client are incorrect.

### **9. Disputes**

9.1. If you are unsatisfied with our services, we ask you to contact our support and file a complaint. We reply promptly to all complaints. You have the right to escalate the dispute through the Finnish Consumer Ombudsman available at [kkv.fi](http://kkv.fi).

9.2. In the unfortunate case of a legal dispute regarding domain names, their registration applications or any Accessory Service, the dispute shall be settled by Finnish law in the court of Oulu, Finland under Finnish law.