

## General Terms and Conditions

This Agreement sets forth the general terms and conditions of your ("Client, "you") use of the Services provided by C-Soft Ltd with the Finnish business registration number 0678742-2 (hereinafter referred to as "NordName"). The Agreement consists of the general terms and conditions specified in this document and of the Top Level Domain Terms located in separate documents.

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

### 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 ordering of a service becomes binding once the Client has accepted these General Terms and Conditions. The Client accepts these Terms and Conditions when placing an order. Domain registration, transfer and renewal orders also require the acceptance of Top Level Domain Specific Terms (hereinafter referred to as "TLD Terms") that are specified in separate documents. It is the Client's responsibility to carefully and responsibly read through those TLD Terms when placing a new domain order. All TLD Terms are listed at <https://nordname.com/terms> and on the separate TLD specific information pages.

1.4. NordName reserves the right to perform a credit rating of the Client 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.

1.5. This Agreement, including any of the TLD Terms, 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 or by posting the changes on their webpage. 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.

### 2. The responsibilities and rights of the Client

2.6. The Client shall always provide NordName with all information and documentation that NordName deems to be necessary for the service delivery. This includes but is not limited to correct contact information of the Client. The Client shall also upon request provide NordName with such information and documentation that NordName deems necessary in order to verify the client's compliance with this agreement.

2.7. The Client is responsible for using the Services in accordance with the laws and provisions in force, including but not limited to network invasions, unwanted email advertising (spam) and unlawful distribution and publication of copyrighted material.

2.8. It is the Client's responsibility to ensure that the Services are not used in such a manner that they run the risk of damaging NordName, other clients or third parties. In such cases, NordName has the right to suspend or terminate the Client's services. This applies even if the damage was caused indirectly by the service giving rise to an overload or unlawful attacks from outsiders.

2.9. The Client is totally responsible for any employees and others whom the client has given the possibility to use the service, including but not limited to sharing the login details to NordName's control panel to third parties. Should it come to the Client's attention that any of its employees or any other party is violating this Agreement, the Client is liable to immediately take action and to inform NordName of the violation. Failure to notify NordName of agreement violations is considered to be a breach of contract.

2.10. If NordName becomes subject to claim or penalty fee or if NordName gets involved in a dispute resolution because of actions taken or omitted by the Client, the Client's employees or people hired by the Client, the Client will fully indemnify NordName from and against any loss, amounts paid in settlement, liability, cost, expense, obligations, judgments, arbitration awards, claim or legal damage, to which NordName may be subject in such situations.

### 3. The responsibilities and rights of NordName

3.11. 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.

3.12. 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.

3.13. 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.

3.14. 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.

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

3.16. 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.

3.17. NordName has the right to transfer in whole or in part of its responsibilities and rights under this Agreement to another company.

### 4. Domain name services

4.18. NordName is not responsible for any problems or damages caused by the contact information provided by the Client being incorrect, or the Client not answering to communication attempts initiated by NordName, such as WHOIS Accuracy Verification emails.

4.19. When a client of NordName registers a domain name, the Client also accepts the TLD Terms and TLD agreements of the top level domain in question (the registry). The Client is responsible to contact NordName if the TLD Terms are not to be found on NordName's website. These TLD terms are accepted when ordering a domain name. It is the Client's responsibility to carefully read and comply with the conditions and provisions from NordName and the top level domains in question.

4.20. Whenever possible, NordName will attempt to register the domains 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.

4.21. NordName has the right to mark itself as one of the contacts for a domain name if it finds it suitable in order to be able to perform the registration service. 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.

4.22. NordName reserves the right to assign its own name servers for a domain name if NordName considers it necessary.

4.23. In case a client's domain name is not being used, NordName reserves the right to redirect the domain name to a parking site administered by NordName.

4.24. The Client is required to thoroughly check whether the registration was carried correctly. The confirmation email sent by NordName shall not be considered a sign of a correctly performed domain registration.

4.25. The Client is responsible to check that the registrations of domain names that NordName performs at the order of the Client, do not infringe any rights of a third party. In the event of a dispute between the Client and a third party, the dispute is resolved by following the dispute procedures of the top level domain in question. The Client is liable for any costs for such dispute resolution.

4.26. The Client is responsible for making sure that all domain transfer orders always concern a domain name that belongs to the Client. Initiating transfer orders for domain names not belonging to the Client is strictly prohibited. If NordName shall notice any such unauthorized transfer orders, NordName reserves the right to no longer offer its services to the Client.

4.27. Unless otherwise agreed, the Client is responsible to actively monitor the expiration dates for domain names and ensure that these are renewed on time. In order for the domain names to continue function after the time for which payment has been made, the Client must pay an annual renewal fee for each of the domain names. Since renewal processes vary between different Top Level Domains, it is the client's responsibility to read the set of rules and regulations for the Top Level Domain under which the Client has registered its domain name.

4.28. If the Client wishes to delete domain name that is set to automatically renew, NordName must receive a notice of termination in writing no later than two months before the expiration of the domain name. Domain names not set to automatically renew will be automatically deleted once the domain name expires, unless renewed separately.

## 5. Cancellation right in distance sales

5.29. 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.

### 5.30. Refund policy

5.30.1. 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.

5.30.2. 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, the Client can cancel the domain registration and receive a full refund. However, if NordName deems that the Client has an excessive amount of domain registration cancellations, NordName may refuse to provide a refund even during the Money Back Period.

5.30.3. 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.

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

5.30.5. 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.

## 6. Payment and Billing

6.31. Billing 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.

6.32. At the time of writing NordName only accepts the following payment methods: bank transfer, credit/debit card and PayPal.

6.33. In the event of 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.

## 7. Termination of the Agreement

### 7.34. Web Hosting services

7.34.6. 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.

7.34.7. 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).

7.34.8. NordName has the right to terminate this Agreement and the Client's service(s) immediately without notice time in the case of a violation with this Agreement or if NordName is no longer able to provide the service to the Client due to any reason.

7.34.9. If the Agreement is terminated by NordName due to the Client violating this Agreement, the Client will not have the right for any refund or compensation. If NordName is no longer able to provide or is unable to deliver the agreed service, the Client will be provided with a compensation corresponding to the amount of time remaining unused of the billing period.

7.34.10. 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.

### 7.35. Domain name services

7.35.11. The Client can terminate the Agreement by email, live chat or postal mail. Also, not renewing a domain name and letting it expire is to lead to an immediate termination of this Agreement and the concerned service. The Client will be notified of the service termination via email.

7.35.12. If the Client has enabled the automatic renewal feature on a domain name, the Client must renew the service and pay the created invoice. To not pay an invoice associated with a domain set to automatically renew is not to be considered a service termination.

## 8. Disputes

8.36. In the unfortunate case of a dispute or disagreement between NordName and the Client, which the parties are unable to solve on their own, the dispute shall be settled by Finnish law in the court of Oulu in Finland.