

General Terms and Conditions

of the

CED-Contact Trust Agreement

Preamble

The customer plans to enter a domain contract with the DotAsia-registry in Hong-Kong on the registration of a .asia domain. The registration of the domain will be provided by Key-Systems GmbH.

In accordance with § 3.1 of the Asia Charter Eligibility Requirements Policies Key-Systems GmbH offers an CED-Contact, domiciled within the Asia-Community. This CED-Contact shall be the customer's authorized representative for receiving the service of official or court documents.

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 Key-Systems GmbH by the customer.

1. Obligations of the customer

a) The customer guarantees that the registration of the domain he applied and will not infringe the rights of third parties (trademark rights, rights to a name, and copyrights) that it will not violate any legal regulations or offend common decency.

b) The customer undertakes to inform the trustee immediately and in writing by mail, fax or e-mail on all events relevant to the registration of the domain, in particular if the customer is threatened with legal action or if legal action is taken against the customer.

In case of a change of the domain ownership, the trust agreement will be terminated. A new trust agreement will have to be concluded subject to reappointing the trustee as CED-Contact.

c) The customer agrees to reply in detail to all inquiries of the trustee with respect to the domain registration by mail, fax or e-mail immediately, but at the latest within 48 hours. This time period will be further limited if a third party (claimant, court, etc.) effectively sets a shorter time limit.

d) The customer is responsible for keeping his contact data up-to-date with Key-Systems GmbH at all times and explicitly authorizes Key-Systems GmbH to make the contact data available to the trustee.

e) 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 taking all the necessary actions and decisions, in particular as to delete the domain because of actual

or alleged violations of the law.

2. Obligation of the Trustee

- a) The trustee undertakes to fulfil all tasks assigned to him as the administrative contact of trust in the customer`s interest. He will comply with the customer`s respective instructions provided that they are not in contradiction of German Law or other applicable laws, in particular penal regulations, or to any of the contractual agreements.
- b) Without further delay the trustee will provide the customer with related information concerning the CED-tasks. To the extent possible, he will not take any decision without prior consultation with the customer.
- c) Any decision that can or has to be taken without conferring with the customer, the trustee will take at reasonable discretion.

3. Resolution of Disputes with Third Parties

The trustee ensures that notices are properly served on to the registrant / customer in case of a dispute. It is the trustee/ CED Contact's responsibility to forward possible claims to the Registrant Contact.

4. Contraventions

In case, the domain name as such or the contents posted on the web site accessible via the domain name, contravene applicable law, in particular penal regulations, the trustee has the right to have the domain deleted without any prior warning and to terminate this contract with immediate effect.

5. Remuneration

The customer pays the respective trust fee per contract year to Key-Systems GmbH in advance. The amount payable is determined by the current price list published on the web site.

Additional payments of the customer directly to the trustee are not required.

In case of a premature deletion or transfer of a domain the customer will not be entitled to a partial refund.

6. Duration of Contract and termination

- a) This agreement shall be concluded for an indefinite period, but will only remain effective as long as the domain remains with Key-Systems GmbH as provider. Accordingly, the agreement will be terminated, if the customer transfers the domain from Key-Systems GmbH to another provider or applies for the deletion of the domain.

- b) As long as the domain is under the management of Key-Systems GmbH, the customer denounce the right of termination of contract.
- c) This will not effect a termination of contract for cause or any other causes for discharging or terminating the contract stated in this agreement.
- d) Without prior notification of the customer, Key-Systems GmbH has the right to transfer all rights and duties of the trust agreement to another trustee and to use this new trustee as the CED-contact with DotAsia.

7. Liability of the Trustee

- a) The trustee shall only be liable for damages, if he violates a material obligation under the agreement (cardinal obligation) endangering the purpose of the agreement or if the damages arise from intention or gross negligence.
- b) If the culpable violation of a material obligation under the agreement (cardinal obligation) is not caused by intention or gross negligence, liability will be limited to the damage that could be reasonably foreseen by the trustee upon concluding the agreement.

8. Liability of the Customer

The customer shall indemnify the trustee from all costs, damages and prejudices arising from third parties asserting claims - justified or false, judicial or extra-judicial - on the grounds of the domain registration and calling upon not only the domain holder, but also the trustee, or exclusively upon the trustee. This claim exists regardless of negligence or fault. The trustee undertakes to cede any claims for indemnification against third parties acting without justification to the customer contemporaneously in return for the compensation for any disadvantages arising to the trustee.

9. Entire Agreement

In case of a domain dispute or breaches of contract arising out of this agreement between trustee and customer, the law of New Zealand applies. Legal domicile is Wellington.

In case of a domain dispute arising between Key-Systems GmbH and customer, German law applies. Legal domicile is Zweibrücken.

10. Miscellaneous

If any provisions of this agreement are held to be invalid, such invalidity will not effect the remaining provisions. All provisions deemed unenforceable to the extent possible shall be replaced by provisions that are enforceable and correspond as much as possible to the original intent. This shall also apply in case of gaps or omissions in the agreement.

Alterations, amendments and sub-agreements to this agreement including renunciation of the written form to be effective must be made in writing.