

## **General Terms and Conditions**

### **Trustee agreement for the registration of domain names under the TLD .fr**

**between**

Company name: \_\_\_\_\_

a reseller with Key-Systems hereafter called „Customer“

**and**

Cabinet Dreyfus et associates, SARL 25, rue Louis le Grand, 75002 Paris, France,  
hereafter called “Trustee”

#### **Preamble**

The customer as a beneficiary desires to register a domain name under the top-level-domain .fr with the AFNIC using the services of the Trustee.

Whereas the customer resides outside France and consequently may not register a domain name under the Top-Level-Domain .fr as a result of the registration rules of AFNIC, the customer authorizes the Trustee to register the desired domain name at Key Systems GmbH and to administer the domain name during the duration of this contract.

The Trustee agreement will only become effective upon the direct payment of the trust fee to Key-Systems GmbH by the customer and the successful registration of the .FR domain name at Afnic.

The Trustee will pre-check each name before it is sent to the registry. Performing this pre-check, the Trustee has the right to deny a domain name in case of conflicting legal-, brand related- or other reasons he might think of being of importance and therefore not allowing a registration using the Trustee.

Having said this the Customer and Trustee conclude an Agreement under the below conditions:

## **1. Duties of the customer**

a) The customer guarantees that neither the domain applied for nor the contents to be placed on a corresponding website violate any third-party rights (e.g., trademark, name-use rights and copyrights), statutory bans of an European Union member state or generally-accepted moral precepts; in particular the Customer will not place any pornographic content, offers for gambling or contents that support or glorify terrorism on the website reachable under the domain name.

The Customer shall post an Imprint (Acknowledgement Notice) on the website which meets the requirements of the European Commission's Directive 98/34/EC, OJ L 204 of 21.6.1998, p. 37, in the version of the Directive 98/48/EC, OJ L 217 of 5.8.1998, p. 18.

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 any change of the Beneficiary or initiation or if the customer is threatened with legal action or if legal action is taken against the customer.

c) The Trustee agreement shall not have the right to assign the rights and obligations rising from this contract to a third party without written consent of the Trustee.

d) 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.

e) 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 contact data available to the Trustee.

f) 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 necessary decisions, in particular as to the release of the domain because of actual or alleged violations of the law or to place the domain under the administration of AFNIC.

The Customer undertakes all reasonable steps to insure that his resellers and/or registrants comply with the terms of this agreement.

## **2. Duties of the Trustee**

- a) The Trustee undertakes to fulfill all tasks assigned to him as the registrant of the domain name in trust in the customer's interest. He will comply with the customer's respective instructions provided they are not in contravention of the law of a European Union member state or any of the contractual agreements of the two parties.
- b) The Trustee will without further delay inform the customer on all questions concerning the domain registration. To the extent possible, he will not take any decision without prior consultation with the customer.
- c) The Trustee will take any decisions that can or have to be taken without conferring with the customer at reasonable discretion.

## **3. Resolution of disputes with third parties**

- a) In case the Trustee is called upon by a third party to release or delete the domain, the customer shall within the time limit set in section 1 declare in writing if he agrees to the release or if he wants to defend the domain.
- b) Should the customer agree to the release, the Trustee will declare the deletion of the domain to AFNIC and will inform the third party/claimant. The agreement between the Trustee and the customer shall be terminated by this declaration. A notice of termination is not required.
- c) If the customer does not execute a declaration, the Trustee shall be entitled to place the domain under the administration of AFNIC or to delete the domain.
- d) In case the customer informs the Trustee that he wants to defend the domain, he shall within 2 days cede to the Trustee a collateral (cash payment/cash-equivalent in EUR) in the amount determined by the Trustee at reasonable discretion and abutted on the court fees act and the regulations regarding attorney's fees of the European Union's member states, that in accordance with section 8 will secure the Trustee's claim for indemnification on the grounds of court fees possibly borne by him.

In addition, the customer within two days shall name a lawyer, who will represent the customer to third parties in and out of court. If the customer does not comply with the aforementioned obligations, the Trustee will be entitled to proceed in accordance with the section 3b).

#### **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 prior warning and to terminate this contract with immediate effect.

#### **5. Consideration**

a) The customer pays the proxy fee to Key-Systems per domain name for one contract year in advance. The amount payable is determined by the current price list published in the customer's account.

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

#### **6. Duration of the contract**

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

b) The Trustee and the customer denounce their 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) In case Key-Systems exercise its right to terminate the contractual relation with the Trustee, the Trustee shall have the right to terminate this agreement within one month, after the end of Key-Systems cancellation period with the Trustee.

#### **7. Liability of the Trustee**

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.

### **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 the Trustee.

### **9. Micellaneous**

Venue for all disputes resulting from this Agreement is France.

The law of the France under exclusion of the provisions on standardized UN-Commercial law on the Sale of Goods exclusively governs this Agreement and any claims resulting from it .

#### **Customer**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Reseller Name: \_\_\_\_\_

Place/Date: \_\_\_\_\_

#### **Key-Systems (on behave of the Trustee)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Place/Date: \_\_\_\_\_