

General Terms and Conditions

1 Scope

- 1.1 These General Terms and Conditions ("GTC") shall apply to all contracts of EPAG Domainservices GmbH ("EPAG") that are being closed with a Customer. Customer means any entrepreneur, merchant, legal entity of public law or public separate estate for which EPAG has agreed to provide services.
- 1.2 These GTC also apply to all future contracts in the above sense, even though they are not explicitly included.
- 1.3 Deviations from these GTC shall apply only if they have been confirmed by EPAG in writing.
- 1.4 EPAG staff is not authorized to make verbal ancillary agreements or pledges which go beyond the content of the respective contract, including these GTC.
- 1.5 EPAG has the right to change these GTC, provided substantial regulations of the contract will hereby not be touched and provided this change is necessary to be able to adapt to developments which at the time of the contract could not have been foreseen and which would lead to an imbalance of this contract. Substantial regulations would specifically refer to the type and coverage of the contracted services and the duration including the regulations to withdraw from the contract.
- 1.6 The Customer makes a legally binding declaration to EPAG to be of age.

2 Conclusion of Contract and Right to Withdraw

- 2.1 The Customer applies to enter into the intended contract by completing the online order form and sending it to EPAG via a secure mechanism. The contract shall be deemed to have been brought about only after EPAG has expressly accepted it.
- 2.2 Orders cannot be cancelled after they have been received by EPAG.

3 Basic Conditions for Domain Name Registration

- 3.1 Where Customer registers a domain name, the rules and regulations of domain registration, which are laid down in Exhibit A, shall become an explicit part of these GTC. Exhibit A is visible at <http://www.epag.de/downloads/exhibit-a.htm>.

4 Basic Conditions for SSL Certificate Registration

- 4.1 Where Customer registers an SSL Certificate, the rules and regulations of SSL Certificate subscriptions, as published by the relevant SSL Certificate Provider, shall become an explicit part of these GTC.
 - The rules and regulations for GeoTrust SSL Certificates can be viewed at: <http://www.geotrust.com/resources/repository/legal/>.
 - The rules and regulations for RapidSSL SSL Certificates can be viewed at: <https://www.rapidssl.com/legal/>.
 - The rules and regulations for Symantec SSL Certificates can be viewed at: <https://www.symantec.com/about/legal/repository.jsp#agreements-other-docs/>.
 - The rules and regulations for Thawte SSL Certificates can be viewed at: <https://www.thawte.com/repository/>.
 - The rules and regulations for GlobeSSL SSL Certificates can be viewed at: <https://customer.globessl.com/downloads/3/>.

5 Basic Conditions for Trademark Clearinghouse (TMCH)

- 5.1 Where Customer registers a trademark with the TMCH, Customer agrees to the Terms and Conditions of the TMCH, which shall become an explicit part of these GTC. The Terms and Conditions of the TMCH can be viewed at: <http://www.trademark-clearinghouse.com/content/terms-and-conditions-trademark-holders/>.

6 Obligations of the Customer

- 6.1 If the Customer has not entered into a separate reseller contract with EPAG, he shall not provide EPAG services to third parties, unless EPAG has agreed to it in writing.
- 6.2 The Customer shall be obliged to use the EPAG services only for the intended purpose. In particular, he shall be obliged:
 - a. to ensure that the network infrastructure or parts thereof are not overburdened by excessive use;
 - b. not to abuse access to EPAG services and to refrain from any unlawful activities;
 - c. not to send any commercial e-mails to persons who do not want to receive such e-mails. The dispatch of any kind of unsolicited "bulk mail" (also referred to as „junk mail“ or "spam mail") is expressly prohibited;
 - d. to accommodate the recognized principles of data security, in particular to keep passwords secret and to change them or to have them changed without undue delay if there is reason to believe that unauthorized third parties have gained knowledge of them. The Customer shall ensure confidentiality of all login data received from EPAG. In case of loss of such data, the Customer shall notify EPAG without undue delay. If the Customer violates the recognized principles of data security or passes data on to unauthorized third parties, he shall be liable to EPAG or third parties for the damage resulting from this abuse;
 - e. to implement, and use for each order, the consent protocols and processes implemented by EPAG.

7 Duration and Termination of Contract

- 7.1 Unless stipulated otherwise, the minimum duration of the contract shall be one year, starting from the registration date of the service as defined in sections 3 to 5 of these GTC. Unless the contract is terminated with one month's notice before the end of its minimum contract period, it shall be extended for another year, or for the minimum extension period of the respective service. In this case, the contract shall be terminable with the same period of notice effective to the end of its respective duration.
- 7.2 An extraordinary termination for cause by EPAG is indicated if the Customer is in delay of payment for one or more services by two (2) weeks.
- 7.3 Furthermore, an extraordinary termination for cause through EPAG without granting of an extension shall be:
 - if insolvency proceedings on the assets of the Customer have been opened;
 - if such proceedings will be refused or dismissed for lack of assets that could cover the costs of the proceedings;
 - if the Customer has voluntarily or involuntarily opened proceedings for their cancellation, liquidation or execution, or
 - the Customer has discontinued business activities or if he is insolvent.
- 7.4 There shall be no reimbursement of the fee already paid during the contract period, unless the Customer has extraordinarily terminated the contract for a cause EPAG is responsible for. In particular in the event of an extraordinary termination due to the opening of insolvency proceedings, EPAG shall be entitled to directly contact the entity who is listed as holder of a service, such as the registrant of a domain name, with the intention to enter into a direct contract with said entity.
- 7.5 Any termination of contract must be declared in writing to become effective. Sending an e-mail shall not fulfill this requirement.

8 Terms of Payment and Default in Payment

- 8.1 The fee for registrations or renewals shall be paid in advance for at least one year or for the relevant duration of the contract. Any other payments are due following the provision of the service. The Customer shall receive an online invoice via e-mail. On demand, the Customer shall receive a postal invoice for which a fee of 1.95 EUR each will be charged. Payments shall be due on receipt of the invoice.
- 8.2 In the event of changes to pricing or billing models imposed by its suppliers, EPAG shall be entitled to adjust fees in the proportional scope. The same shall apply if purchase prices have changed due to fluctuations in the exchange rate of five per cent or more since the conclusion of the contract or since its latest adjustment. The Customer will be notified about the intended increase in prices in writing at least four (4) weeks before the changed prices become effective. The Customer shall have an extraordinary right to terminate the contract being affected by the price increase. If the Customer does not terminate the contract within four (4) weeks after

receipt of the notification of change in writing, the changes will become an integral part of the contract at the time the price changes will be effective. The Customer will be advised accordingly in the notification of change.

- 8.3 The Customer has to cover at least 20 EUR for fees and handling charges resulting from return debits of a bank collection of due fees, provided the Customer is responsible for the return debit. EPAG shall provide evidence for higher costs, the Customer shall furnish proof for lower costs.
- 8.4 The Customer shall be obliged to allow EPAG to collect due fees through direct debiting procedure. In case the Customer cancels EPAG's direct debit authorization, EPAG shall be entitled to charge an adequate handling fee for the administrative process.
- 8.5 In case of default in payment, EPAG shall be entitled to exclude the Customer from using their services in accordance with § 45k of the German "Telekommunikationsgesetz" (Telecommunications Act, "TKG"). In this case, the Customer will, along with the reminder, receive notice of the fact that he might be excluded from the service and has the option to recourse to legal relief.

9 Right to Set-Off and Right of Retention

- 9.1 The Customer may only set off claims against claims of EPAG if his claims are uncontested or have been recognized by a court of law. The Customer shall be entitled to assert a right of retention only as a consequence of counter-claims resulting from the contract.

10 Liability

- 10.1 Regarding the provision of telecommunication services for the public in the sense of the TKG, in case of deliberate breach of duty EPAG will be liable for financial losses without limit, and in case of slight negligence or gross negligence, EPAG will be liable to a maximum of 12,500 EUR per customer, while total liability shall be limited to a maximum of 10 million EUR to the entirety of all damaged parties per event causing a damage independent of the type of damage. If the amounts which are to be paid to several customers due to the same incident exceed the maximum limit, compensation will be cut according the proportion between the sum of all claims and the maximum compensation limit. This limitation of liability does not apply to the claims for damages which result from a delayed payment of compensations.
- 10.2 In so far as paragraph 10.1 is not to be applied, EPAG has unlimited liability in cases of an explicit and written assumption of a guarantee or a procurement risk, in case of material damage or financial loss resulting from intent gross negligence, or in case of injuries of life, body or health resulting from intent, gross negligence or slight negligence.
- 10.3 EPAG is liable according to the German Product Liability Act.
- 10.4 In so far as paragraph 10.1 to 10.3 are not to be applied, EPAG shall only be liable in case of a slightly negligent breach of duty for those duties essential to the contract that facilitate the proper accomplishment of the contract, where breach of the duty puts the fulfilment of the purpose of the contract at risk, and that the Customer regularly trusts EPAG to be in compliance with. However, the liability is limited to typical damage foreseeable at the time the contract was signed.
- 10.5 In case of a liability according to paragraph 10.4, EPAG's liability shall be limited to an amount of 15,000 EUR per case of damage. In case of several damages within a single contractual year, liability shall be limited to a total amount of 30,000 EUR.
- 10.6 In case of loss or deterioration of data and programs and their restoration, EPAG shall be liable only in so far as this loss could not have been avoided by appropriate precautionary measures by the customer, in particular by creating daily backups of all data and programs.
- 10.7 In so far as liability is effectively excluded, this exclusion shall also apply to the personal liability of employees, other staff members, committees, representatives and vicarious agents of EPAG.

11 Confidentiality and Data Protection

- 11.1 In accordance with § 33 of the Federal Data Protection Act, EPAG points to the fact that in line with the registration process personal data will be stored and forwarded to third parties involved in the registration, in particular to the responsible provider.

- 11.2 If EPAG makes use of third parties to provide its services, EPAG shall be entitled to disclose the Customer's data if this is necessary to ensure the function of operations.

- 11.3 EPAG shall guarantee that all the persons involved in the performance of the contract are aware of and adhere to the relevant provisions on data protection.

12 Final Provisions

- 12.1 Venue for all disputes arising from this contract is Bonn, Germany. The contract shall be governed exclusively by the law of the Federal Republic of Germany.
- 12.2 If any provision of these GTC is or becomes invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall instead be replaced by a provision which corresponds to or at least approaches the purpose of the contract and which the contracting Parties would have agreed upon to achieve the same commercial result if they had known about the invalidity of the original provision. The same shall apply in case the provisions are incomplete.

Date: May 25, 2018