

**CONTRACT FOR REGISTRATION AND MANAGEMENT
OF A NUMBER OF DOMAIN NAMES
DOTPLACE SERVICE**

Latest version (23 June 2014)

NordNet is a company in French law specialising in the Internet field (Internet access, computer security, registration and management of Domain Names, referencing, site hosting).

NordNet is a registration centre (hereafter the "Registrar") accredited by the ICANN (Internet Corporation for Assigned Names and Numbers) and by various national and supra-national Regulatory Authorities.

As such, NordNet is fully authorised to register Domain Names for the generic top-level domain names (gTLDs) such as ".com", ".net", ".org", ".info", ".pro", and ".biz", for certain country code top-level domain names (ccTLDs) such as ".fr", ".be", ".nl", ".me", ".tv", ".cc", ".uk", for the European extension ".eu", for certain sponsored extensions (sTLDs) such as ".tel", ".mobi" and ".xxx" (site blocking only) and ".asia", for sector-based extensions such as ".avocat.fr", etc., as well as any new extension for which NordNet seeks accreditation.

If NordNet is able to register Domain Names for new extensions, it remains free to propose, or not propose, that these extensions be included in the Contract.

Moreover, NordNet is entitled to offer registration of Domain Names under specific extensions through a third-party Registrar (e.g.: .pl, .es, .li, .ch).

The purpose of the Contract is to set out the terms under which NordNet offers to organise the registration and management of Domain Names for its client (hereafter "You" or "Your").

As part of Your activities, You register and/or manage Domain Names for Your clients or You register and/or manage a significant number of Domain Names for Yourself.

These activities require access to a service allowing You to manage a portfolio of Domain Names.

NordNet has introduced a "DotPlace" Service to offer You an interface for registering and managing a number of Domain Names.

NordNet draws Your attention to the fact that the DotPlace Service requires a good knowledge of the operation of Domain Names and of the specific technical methods (particularly DNS server). In the event that You do not have these technical resources, we recommend that You reserve and manage Your Domain Names via the NordNet website (www.nordnet.com), another Domain Name registration and management service offered by NordNet.

The Contract, as defined in the article "Definitions" is the framework for the relations between You and NordNet.

Each Action on a Domain Name must comply with the rules established by the Regulatory Authority and/or the Registry in charge of the extension on which the Domain Name is based. Each new request will require compliance with the General and special terms and conditions of registration and management of Domain Names by NordNet Registrar defined below or the General and special terms and conditions of third-party registration and management of Domain Names, for Domain Names for which NordNet uses the services of a third-party Registrar.

The simple fact of requesting an Action from NordNet's services will imply acceptance of the said General and special terms and conditions in force on the date the Action is requested as stipulated in the article "General and special terms and conditions of registration and management of Domain Names".

You undertake that You have the power, the authority and the ability to conclude and execute the obligations set out in this agreement.

The simple fact of registering online implies Your full and complete acceptance of the Contract.

You undertake to read the Contract carefully and to submit any questions You may have to NordNet.

ARTICLE 1 – DEFINITIONS

The following terms and expressions, unless otherwise indicated, have the meaning that is given below if they appear with the first letter in capital, whether in the singular or the plural in the Contract, including the preamble or any other document from NordNet, relating to the subject of the Contract:

Actions: Actions relating to the Domain Name that You are likely to request from NordNet for Yourself or in the capacity of a Domain Name Provider pursuant to the contract binding You to Your client (e.g.: Creation/Application, Renewal, Deletion of the Domain Name, Modification of the Domain Name, of Contacts, etc.). Certain Actions require intervention from the Registered Name Holder or Contacts or that the request be issued by the Registered Name Holder or Contacts.

Regulatory Authority: Bodies responsible for establishing the rules applying to Domain Names for one or more extensions (e.g.: ICANN, AFNIC, Eurid, etc.).

General and Special Terms and Conditions of Registration and Management of Domain Names. These terms and conditions can be found at www.nordnet.net (under "General Terms and Conditions") and at www.dotplace.com, under "General Terms and Conditions").

- The General Terms and Conditions apply to any entity or individual owning a Domain Name created in a DotPlace account, transferred to a DotPlace account or more generally managed via a DotPlace account.
- The General Terms and Conditions apply according to the extension concerned to any entity or individual owning a Domain Name created in a DotPlace account, transferred to a DotPlace account or more generally managed via a DotPlace account.

Contacts: A Domain Name has several Contacts (including administrative, technical and billing).

Contract: This contract and the General and Special Terms and Conditions of Registration and Management of Domain Names.

Creation/Application: The action of reserving an available Domain Name with the relevant Registry, and registering the information relating to the Domain Name (Registrant, Contacts and DNS).

DNS (Domain Name Server): Server used for the technical management of the Domain Name.

Modification of the Domain Name: Action of correcting or replacing one or more items of information relating to the Domain Name, other than changing the Registrant.

Domain Password: Alpha-numeric password with at least 6 characters, assigned to Domain Names when it is applied for under certain extensions and in particular Domain Names with the extensions ".com", ".org", ".net", ".info", ".biz", ".fr", referred to as the "Authorisation code" or "Auth code" or " Password Domain ".

Domain Name: Chain of characters comprising two elements which are the name and the extension chosen by the Registered Name Holder in order to register it.

Domain Name Provider: Any person acting on behalf of the holder of a Domain Name in order to carry out operations on the Domain Name; NordNet remains a third party to this contractual relationship.

Alternative Dispute Resolution Procedure: extra-judicial procedure the rules of which vary according to the extension concerned. Below are some examples:

- SYRELI ("Système de Résolution des Litiges")
- UDRP ("Uniform Domain Name Dispute Resolution Policy")

Registry: Authority responsible for managing one or more extensions (e.g.: ".com", ".fr") also referred to as Registry or Registries.

Registrar: Centre for registration of Domain Names, responsible for Actions on Domain Names registered or managed by it.

Registrant or Registered Name Holder: Entity or individual recorded as such in the Whois databases.

Renewal: Action of extending for one or more years the term of the registration of the Domain Name.

Spamming: sending mass and sometimes repetitive unsolicited emails to persons with whom the sender has never had any contact and whose email address it uses in an improper way.

Status: A Status may be assigned to a Domain Name to limit Actions that may be taken on this Domain Name.

- Status Lock or equivalent: Domain Name under an international extension placed in a status that prevents any outgoing Transfer of the Domain Name, with no impact on the technical functioning of the Domain Name. This action is performed by the Registrar with the Registry concerned.
- Status Hold or equivalent (e.g.: Deactivated, Frozen, Suspended, Blocked): Domain Name, regardless of its extension, placed in a status that prevents the operation of the Domain Name since it leads to technical deactivation of the Domain Name. The services related to the Domain Name can no longer be accessed; the Domain Name is deleted from the DNS zone of the registry.
- Frozen or Suspended Status: .fr Domain Name placed in a status that prevents any administrative or technical operation.

Deletion: Action to initiate the procedure with the Registry concerned to delete the Domain Name from the Registry's databases, with the result that the name re-enters the public domain and is again available for Application.

Transfer: Action of importing (Incoming transfer) or exporting (Outgoing transfer) a Domain Name from one Registrar to another and registering the information related to the Domain Name (such as Registrant, Contacts and DNS) with this new Registrar.

Whois: The databases available online to view information relating to any given Domain Name.

ARTICLE 2 – PURPOSE

The purpose of the Contract is to govern commercial relations between NordNet and You concerning the registration and management of Domain Names placed on Your DotPlace account.

The specific feature of the DotPlace Service is to offer You an interface allowing You to register and manage a number of Domain Names. The Domain Names must be recorded on Your own DNS or the DNS of a third party having agreed to it, and not on NordNet DNSs. Otherwise, the Domain Names will not be functional.

ARTICLE 3 – DOMAIN NAME REGISTRAR

NordNet informs You that, due to technical restrictions, it can offer services only for Domain Names for which NordNet is the Registrar, or which are registered with a third-party registrar through NordNet acting in this case as a reseller.

However, Domain Names for which NordNet or its registrar provider are not the Registrar may be recorded if the first Action to be performed after recording the Domain Name on the account is a Registrar Transfer for the benefit of NordNet or its registrar provider.

Otherwise, You will not receive adequate management service and this may result in losses of Domain Names.

NordNet reserves the right to ask You to transfer Domain Names to NordNet Registrar or its registrar provider through NordNet or may delete the Domain Names in Your account if the Registrar Transfer to NordNet was not initiated as soon as the Domain Names were recorded on Your account.

ARTICLE 4 – INDEPENDENCE OF THE PARTIES

The Parties will at all times act fully independently of one another, without the Contract being deemed to have created a subsidiary or joint company nor any other relationship of subordination or representation (such as a mandate, agency, commission, etc.) between You and NordNet.

No exclusivity is granted by either Party to the other Party through the Contract.

ARTICLE 5 – GENERAL AND SPECIAL TERMS AND CONDITIONS OF REGISTRATION AND MANAGEMENT OF DOMAIN NAMES

The General and special terms and conditions of registration and management of Domain Names applicable shall be those in force on the date of registration or Transfer of the Domain Name to the DotPlace account.

If an Action is performed on the Domain Name present on the DotPlace account, the General and special terms and conditions of registration and management of Domain Names applicable shall be those in force on the date of request for Action.

However, if an amendment to the General and special terms and conditions of registration and management of Domain Names is required by a Registry and/or Regulatory Authority, it may be applied according to the requirements of the Regulatory Authorities to any Action in progress.

You declare that You have read and accept without reserve the General and special terms and conditions which can be found at the following addresses: www.nordnet.net under "General Terms and Conditions" or www.dotplace.com, under "General Terms and Conditions".

If You are a Provider, You guarantee the acceptance of Your clients before any subscription.

ARTICLE 6 – RESPECT FOR THIRD-PARTY RIGHTS

You undertake that the Domain Names in Your account, as well as the use made of them, directly or indirectly, shall not breach the rights of third parties, or applicable legislation or regulations or the provisions of the Contract, particularly as regards the protection of minors (pornography, paedophilia, etc.), provocation to commit crimes, offences or suicide, image rights, inciting racial hatred, glorification of crimes against humanity, copyright, trademarks or other intellectual property rights, rules regarding competition and loyalty in commercial matters, an individual's right to their first and last name and pseudonym (this list is for information only and is not exhaustive). You also undertake not to practice Spamming through the website to which the Domain Name re-directs, whether these emails are sent within France or abroad.

NordNet is not bound to conduct any checks in this regard. Thus, You and/or the Registered Name Holder and/or its representative will bear the consequences of any action by a third party related to the lawfulness of the Domain Name in question or information given on the website to which the Domain Name redirects, and in particular all the costs and convictions that may be attributable to NordNet in this regard, even if the violation of third-party rights, applicable legislation or regulations could have been detected by NordNet services.

In the event of a conflict on a Domain Name, You and/or the holder of the Domain Name or Your opponent may avail Yourselves of the legal and judicial channels established by the Registries and/or Regulatory Authorities.

NordNet will comply with the provisions of any legal decision which is final or enforceable, or any other alternative dispute resolution procedure which You or the Registered Name Holder have agreed to, which could force it to suspend the Service, re-direct the Domain Name to another website, delete the Domain Name or transfer ownership.

In this case, NordNet shall not be liable to pay damages to You.

ARTICLE 7 – ACTIONS ON THE DOMAIN NAMES

At the start of each month, You will receive a summary of the Domain Names, their date of Action (Creation, Transfer, Renewal or other Action), the duration subscribed and the expiry date for the Domain Name.

7.1 – Update and validity of information given

All information given in application of the Contract, in particular Your contact details, the contact details of the Registered Name Holders and of their Contacts, must be current, complete and accurate.

You undertake to keep this information up-to-date and to make any changes whenever necessary.

Within five (5) days following a registration or transfer of a Domain Name or change in the Registered Name Holder, or any change relating to a Contact, You undertake to update and validate the information given and in particular the identity and contact details of the Contacts. The information must be sent according to the format in force, and validated and verified according to the procedure established by the ICANN in the WHOIS ACCURACY PROGRAM SPECIFICATION which can be accessed at:

<https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#/whois-accuracy>

Except if You have already successfully performed these validation and verification procedures on an identical item of information regarding a Contact, You undertake to follow this procedure.

You also undertake to require that the Registered Name Holders and their Contacts communicate to You and to NordNet, upon simple request, all changes and updates in accordance with the General and special terms and conditions of registration and management of Domain Names. Otherwise, their Domain Names could be deleted.

NordNet may ask You, whenever it deems necessary, to confirm and/or explain, and to verify all the contact details given concerning the DotPlace account or the Holders and Contacts of the Domain Names on Your account.

If confirmation or justifications are not received within fifteen (15) days, NordNet reserves the right to suspend or delete the Domain Name(s) concerned.

NordNet may also suspend or terminate the Contract in application of the articles "Suspension" and "Termination" for all Domain Names on Your account.

Moreover, failure to update contact details will require You, upon simple request from NordNet, to pay compensation of 500 euros for each contact not updated, to which 75 euros may be added per day's delay for contacts not updated within five (5) days from notification by registered letter with confirmation of receipt. Furthermore, NordNet may ask You to compensate it for the damages suffered if this amount is higher than the afore-mentioned amounts.

7.2 – Relations between the Parties when the Action is on behalf of a third party

Except if You register Domain Names on Your own behalf, You undertake to appear neither as Registered Name Holder nor as Administrative Contact, unless You have an explicit mandate from the Domain Name's reserving party.

On request from NordNet, You must be able to produce a proxy within eight (8) days.

If You register or transfer a Domain Name or perform any Action (if the Action requested does not require the express intervention of the Registered Name Holder and/or its Contacts) on a Domain Name for which You are not the holder, You declare that You have received an explicit proxy from the holder of this Domain Name to perform the Actions in question. However, certain Actions can be initiated or validated only by the Holder or Administrative contact for the Domain Name.

Moreover, the Domain Names with an extension for which ICANN is the Regulatory Authority can access a "privacy" service (by which You appear in the Whois as a Contact) or proxy service (by which You appear in the Whois as both Registered Name Holder and Contact, although You are not the Holder of this Domain Name). If You offer this type of privacy or proxy service, You undertake to follow the procedure set out by the ICANN and in particular to:

- Publish the terms and conditions of this service (including pricing) on Your website;
- Publish Your contact details on Your website;
- Publish a point of contact for third parties wishing to report abuse or infringement of registered trademarks (or other rights);

- Publish on Your website the description of Your procedures for handling (i) any abuse of a Domain Name registration managed by You, (ii) any infringement of trademarks or other rights of third-party, (iii) the circumstances under which You relay communications from third parties to Your clients, (iv) the conditions under which You could terminate this privacy or proxy service, (v) the circumstances under which You reveal or publish the data needed for the Whois, (vi) the support services that You offer Your clients and how to access these services.

In any case, the Domain Name Holder will be directly linked to NordNet for each Action requested.

The Registered Name Holder or its representative may at any time take over management of its Domain Name by sending a letter stating that for the Domain Name in question, You are no longer an agent. You may not oppose any Action performed on the Domain Name, even if the Registered Name Holder or any other intermediary is liable to you for any sum or obligation. You will be informed of this change by letter or by email.

You undertake to sign a written contract in paper or electronic form with the holder of each Domain Name that You wish to place on Your DotPlace account. This contract must comply with the provisions of the Contract. This contract must explicitly state that You have been mandated by the account holder to perform any Action (excluding Actions requiring the express intervention of the Registered Name Holder and/or its Contacts) on the Domain Name with NordNet.

The Registered Name Holder must explicitly agree that the registration be performed by NordNet Registrar, or otherwise its registrar provider, acting as a centre for registration and management of Domain Names (Registrar).

You declare that You guarantee compliance with the General and special terms and conditions of registration and management of Domain Names by the Registered Name Holder and by the various Contacts.

You declare that You have been informed that if the end client does not accept the General and special terms and conditions of registration and management of Domain Names, this may cause considerable damage to NordNet or its registrar provider. You undertake to repair any damage in this regard.

You will bear full liability if the above-mentioned provisions are not included in the contracts signed with each of the Registered Name Holders.

On simple request from NordNet, You must provide copies of contracts signed with Your clients and proof of acceptance of the General and special terms and conditions of registration and management of Domain Names by Your clients.

Under no circumstances may NordNet's verification or lack of verification diminish Your liability regarding compliance with the General and special terms and conditions of registration and management of Domain Names of the contracts signed with Your own clients.

You must not block the Action decided on by the Registered Name Holder or its representative, except if the Action requested is contrary to the General and special terms and conditions of registration and management of Domain Names and You shall refrain from performing an Action that is not desired by the Registered Name Holder.

You are responsible for managing disputes between Yourself and the Registered Name Holder or the various Contacts.

NordNet may under no circumstances be indicated as a Contact of the Domain Name. If You do not comply with this obligation, NordNet will have the option to suspend and/or terminate the Contract as stipulated in the articles "Suspension" and "Termination" and may require

payment of a penalty equal to 10 (ten) years of management of the Domain Name in question, for each year of the infringement, with payment due for any year started.

7.3 – Correspondence with the Registrant and the various Contacts

As Registrar, NordNet could be required to perform a notification, action or request directly to the various Contacts of the Domain Names and/or holder of the Domain Name (Registrant), by email and/or by letter, in accordance with the internal procedures at NordNet or the procedures imposed by the Registries and/or Regulatory Authorities.

As such, NordNet specifies, not exclusively, that in the event of breach on Your part, NordNet may contact the Registrant and/or one of the Contacts, and ask You to send any and all correspondence to NordNet or to the Registry or Regulatory Authority.

You may not oppose these notifications nor request any compensation related to these notifications.

In the event that NordNet is unable to contact the Registered Name Holder, NordNet may initiate a procedure to verify and validate information on Contacts as described in the article "Update and validity of information given". In the event of failure of these procedures, the consequences described in the article may be applied.

ARTICLE 8 – USE OF LOGIN INFORMATION

All elements required for You to log in and connect to Your subscriber account are personal and confidential. You undertake to keep these login details confidential and not to divulge them in any form whatsoever.

In the event of loss or theft of any of Your login information, You must inform NordNet as quickly as possible, and NordNet will cancel the login details. This information must be confirmed to NordNet in writing.

The new login details will be sent by email to the email address given by the account administrator.

If there is a change to the email address that You had given, You undertake to comply with the email address change procedure available on request from NordNet.

In the event of fraudulent or unauthorised use of Your login information, Your liability towards NordNet shall be released only for events arising after NordNet was informed.

Your login information changes and any other changes to Your account are made free of charge. The request to change Your email address must be made in writing.

Please note that any use of Your login details is Your full responsibility.

The person logging onto the account using the login name and password is deemed to be the account holder. This person may change the subscription, place orders and perform Actions on Domain Names. The account holder shall be liable for any fraudulent use of the account if he/she has not protected the login information or has communicated it to another person.

Furthermore, a Domain Password (Auth code) may be attached to the Domain Name. This Domain Password may be communicated only to the Registered Name Holder, only on request, in particular for the Transfer of the Domain Name in question.

ARTICLE 9 – DEVELOPMENT OF THE SERVICE, MIGRATION, DISAPPEARANCE

NordNet reserves the right to change its service.

Furthermore, NordNet reserves the right to require Your migration to another platform with equal or better functionalities. In this case, the price will remain the same and may later be amended under the terms set out in the article "Payment".

Lastly, NordNet reserves the right to terminate the Contract via registered letter with confirmation of receipt, with a notice period of three (3) months, if the NordNet service to which You subscribed has been shut down.

In this case, NordNet can offer You subscription to a new service to replace the DotPlace Service.

If the Service is shut down, and in the event of Your refusal to opt for this new service to replace the DotPlace Service, the tokens still existing at the date the services are terminated will be repaid by NordNet at the purchase price, within thirty (30) days following the date of the termination.

ARTICLE 10 – SPECIAL ACTIONS

If You wish to obtain assistance from NordNet to terminate the various services, not included in the Contract, related to Your account and/or the Domain Names on it, You may request the assistance of NordNet.

In this case, NordNet will tell You if it is able to assist You with the Action desired and the conditions for performing this Action.

NordNet will send You a quote to be completed and signed by You before any intervention.

The Action will be cancelled only following Your express agreement. It will be subject to the Contract and any specific conditions set out in the quote.

NordNet may require payment prior to the service.

ARTICLE 11 – DURATION

The duration of the Contract binding You to NordNet is one (1) year from the time of Your registration.

It will be tacitly renewed unless one or other of the Parties requests otherwise by registered letter with confirmation of receipt for You, by email for NordNet, sent at least thirty (30) days before expiration.

NordNet reminds You that the duration of the Contract must not be confused with the duration of registration of the Domain Names covered by the Contract.

ARTICLE 12 – PAYMENT

Each Action relating to a Domain Name is equivalent to a number of tokens, and may depend on the extension under which the Domain Name is registered.

The price of tokens and the number of tokens required to perform an Action are determined by a scale (under "Our prices"). The costs of performing an Action will be borne by You.

NordNet may change the price of tokens and/or the number of tokens needed to perform an Action in order to take account of the general progression of prices, the competition and/or the operating costs. Any change made comes into force within three (3) months from publication on the site of the new scale.

Similarly, each time the Contract is renewed, NordNet may propose a change to the price of tokens or the number of tokens needed to perform one or more Actions.

If You refuse the change in terms of the number of tokens needed, You may terminate the Contract, with a notice period of one (1) month. Termination will be effective at the end of this notice period. The tokens which You still hold at this date may no longer be used and will not be reimbursed.

To proceed with any Action, You must credit Your "DotPlace" account. The amount paid is converted into tokens which can be used for Creations, Transfers, Renewals or other paying Actions on the Domain Names.

If the account does not have a positive balance, NordNet may oppose any Action on the Domain Name until the account is once again credited with a sufficient number of tokens.

You shall be the sole bearer of the consequences of this lack of credit.

You may credit Your DotPlace account using a debit/credit card on the website or by wire transfer to account number: BIC: CRLYFRPPXXX and IBAN: FR40 3000 2056 5700 0046 0460 A25, at LCL, by issuing a swift payment or a SEPA wire under reference: BCMFR2A, or by any other method in force to DotPlace services.

The unjustified non-payment, rejection or delay of payment, even partial, of a single invoice or instalment, within fifteen (15) days after a registered letter with confirmation of receipt is sent, and remains without response, shall lead to the following:

- immediate payability of all sums that You owe to NordNet, including monthly payments remaining until the end of the commitment period in accordance with the article "Termination"
- the termination ipso jure of the Contract under the conditions set out in the article "Termination"
- application by NordNet of late payment interest calculated from the day following the due date for the invoice until full payment at a rate of twelve percent (12%) per year without it being lower than three (3) times the legal French interest rate.
- if You have chosen payment by direct debit, the application by NordNet of fees for failed direct debit payments (€8; this amount may vary if You reside outside France) or costs for sending registered mail.

Moreover, if You are a professional, any late payment will lead ipso jure to the billing of a flat collection fee of 40 euros, including the fees for failed direct debit payments (€8) and the costs for sending registered mail, mentioned above. If the collection costs are higher than the amount of this flat fee, NordNet may request additional compensation, upon justification (article L441-6 of the French Commercial Code).

If reimbursements from NordNet are due, these cannot be made until all amounts owing have been received.

The appointment of a third-party payer requires prior and express approval from NordNet, as well as from the third-party payer and this shall not exonerate You from Your obligation to pay in the event of failure of the third-party payer.

ARTICLE 13 – CONDITION FOR FULFILLING YOUR ACTIVITIES

13.1 Organisation of Your activity

You are free to organise Your activity independently, and You undertake to employ all necessary diligence, within the limits of compliance with the obligations set out in the Contract.

You are free to set the prices of Your services. If the price of Your services does not include the prices set forth by NordNet for Actions performed on the Domain Name(s), You undertake to give prior explicit notification to Your clients.

You will bear all the costs incurred by Your activity as well as all the tax and labor costs of Your company. You will bear all the losses that may arise from Your activity.

13.2 Identification of the Registrar and accreditation

At no time may You present Yourself as being an accredited Registrar if You are not, nor as an agent of NordNet, or its registrar provider, or of a Registry and/or Regulatory Authority. You undertake to present NordNet to Your clients as being the Registrar of their Domain Name(s) and to allow Your clients, by all appropriate means, to identify NordNet, or its registrar provider, as being the Registrar.

You may not identify Yourself as being accredited and use the ICANN logo or the logo of any Registry and/or Regulatory Authority if You have not obtained prior written authorisation from this Registry and/or Regulatory Authority.

13.3 Compliance with the rules and policies of ICANN

Within the framework of Your contractual relations with Your clients, You undertake to comply with all rules or consensual policies dictated by ICANN.

You undertake to publish the following on Your website:

- a link allowing Registered Name Holders to find out about their rights and responsibilities:
 - o in French: <http://www.icann.org/fr/resources/registrars/registant-rights/responsibilities-27jun11-fr.htm>
 - o in English: <http://www.icann.org/en/resources/registrars/registant-rights/responsibilities-27jun11-en.htm>
- as well as a link to the ICANN website containing educational information (<https://www.icann.org/resources/pages/educational-2012-02-25-en>)
- and a link for reporting abuse or illicit content.

13.4 Data conservation

In addition to the provisions contained in the article "Personal data", You undertake to keep the data as stated in the DATA RETENTION SPECIFICATION <https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#/data-retention> in a secure manner. Such data concerns personal information and the information from the Whois but also data relating to the payment of the service.

ARTICLE 14 – CONFIDENTIALITY

During the period of the subscription to the Service, and for five (5) years from the date of expiration for any reason whatsoever, each Party keeps the technical and commercial information that it has acquired on the other Party and the services rendered by it, strictly confidential.

If You do not respect this clause, You will be liable to pay a penalty of 10,000 (ten thousand) euros per offence.

The Party that is a victim of non-compliance with this clause may ask a competent Court to award compensation for the damage suffered. If relevant, NordNet may ask the competent court to require You to pay additional compensation, if it estimates that the amount of the damage is greater than 10,000 (ten thousand) euros.

ARTICLE 15 – COMPENSATION

You undertake to compensate NordNet for any damage it may suffer due to the management of the account and/or due to the registration of a Domain Name and/or due to the Actions performed on the Domain Names managed and/or due to non-compliance with the Contract (including with the General and special terms and conditions of registration and management of Domain Names).

You undertake to compensate and defend NordNet, its registrar provider, and/or the Registry and/or any Regulatory Authority especially the ICANN and/or their subsidiaries, directors, administrators, employees, representatives and attendants and guarantee and prevent them from being sued due to Your actions or omissions. You undertake to compensate, defend and guarantee NordNet and/or the Registry and/or any Regulatory Authority especially the ICANN and/or their subsidiaries, directors, administrators, employees, representatives and attendants in the event of any claim, legal case or accusation by a third party due to Your actions or omissions. Lastly, You will bear the costs and expenses that may result from these claims, legal cases or accusations and in particular the fees and disbursements of advisers and lawyers.

You agree that this obligation shall continue after expiration of the Contract.

You guarantee that the holder(s) of the Domain Names on Your account will meet the obligations set out in this article.

ARTICLE 16 – LIMITATION OF LIABILITY

NordNet may under no circumstances be held responsible for the following categories of damages regardless of the type of action carried out and even if NordNet has been informed of the possibility of the said damages arising:

- consequential damages and/or sometimes referred to as indirect, accessory, special, moral damages;
- damages resulting from loss of profits, loss of opportunity, operating loss, loss of earnings, loss of data or denial or use, suffered by You, by the holder(s) of the Domain Names or their Contacts, or by a third party;
- restricted access to the Internet.

Furthermore, NordNet is not responsible to You, to the Registered Name Holder(s) or their Contacts or to a third party for any damages or losses that may arise due to the following:

- A) loss of registration of a Domain Name or Deletion of a Domain Name,
- B) the refusal to register a Domain Name by NordNet, its registrar provider, the Registry or Regulatory Authority within the terms set out in the Contract,
- C) use of the Domain Name by a third party,
- D) use by a third party of the data given at registration or at a later date,
- E) delayed or interrupted access to the Domain Name registration system,

F) Your failure to communicate the information required or Your communication of incorrect information,

G) events outside of the reasonable control of NordNet,

H) the poor management or non-management of a registration request, by the Registries, the other Registrars (or any other Provider) and/or the competent Regulatory Authorities for the extension in question,

I) the poor management or non-management of any change made to the registration associated with the Domain Name,

J) any action or omission of the Registry and/or the competent Regulatory Authority for the extension in question, particularly the ICANN,

K) Your failure or the failure of Your agent to pay all costs as set out in this contract,

L) application of the provisions for conflict resolution set out in the General and special terms and conditions of registration and management of Domain Names,

M) failure of the communication system.

In any case, with the exception of damages caused to individuals, NordNet's financial liability will be limited to the price of the number of tokens required for the Action carried out on the Domain Name belonging to the extension in question.

This clause will be applied subject to contrary provisions set out by various legislations. In this case, liability will be limited to the extent permitted by the said applicable law.

ARTICLE 17 – PERSONAL DATA

Personal data will be handled as described in the General and special terms and conditions of registration and management of Domain Names, whether it is personal data related to each Domain Name and their holder or to the various Contacts, or personal data specific to You or Your representative. The provisions of the afore-mentioned General terms and conditions are summarised hereafter.

In any case, whenever You communicate personal data from a third party (clients or others), You guarantee their acceptance of the provisions of these General terms and conditions related to personal data.

17.1 - Processing of personal data

Data is processed under NordNet's responsibility, represented by its President and CEO. NordNet's contact details are given in the article "Contact Details",.

You agree that NordNet will process, keep and communicate personal data as described below.

All the information collected by NordNet is needed for the processing and performance of Your Action requests and various other requests, and any action pursuant to those requests whether performed by NordNet or its partners, including its registrar provider, as well as the Registries and/or Regulatory Authorities.

As a result, the data in question must be provided to NordNet unless they are specified as optional.

Failure to respond will prevent NordNet from carrying out all or part of its service.

Within the framework of Your Contract, You are liable to receive information concerning products similar to the service You have subscribed to, offered by NordNet, unless You object to this.

If no Contract is signed, but if You have agreed to receive information from NordNet, the information collected may be used by our services for promotional operations.

NORDNET RESERVES THE RIGHT TO COMMUNICATE ALL PERSONAL INFORMATION ABOUT YOU OR THE REGISTERED NAME HOLDER(S) OR THEIR CONTACTS TO ANY AUTHORITIES OR INDIVIDUALS WHO MUST BE LEGAL RECIPIENTS OF THE INFORMATION OR ANY OF NORDNET'S SUB-CONTRACTORS (IN PARTICULAR MAINTENANCE, ASSISTANCE, COLLECTIONS, ETC.), AND WHERE APPROPRIATE ITS REGISTRAR PROVIDER WHO WOULD NEED THIS INFORMATION TO CARRY OUT OPERATIONS ASSIGNED TO IT BY NORDNET, AS WELL AS TO ANY REGISTRY OR REGULATORY AUTHORITY.

The Registry and/or Regulatory Authority in question may communicate the information to any individual for fulfilment of its mission, and may publish the information in the Whois databases.

NordNet may also be required to keep certain personal data about You or the Registered Name Holder(s) or their Contacts, in order to fulfil its commitments to the Registry and/or Regulatory Authority, as well as its legal and regulatory obligations and communicate them, if appropriate, within the terms set by law.

In accordance with articles 32 et seq. of the law of 6 January 1978 - the "IT and Freedoms" law, Your rights are as follows:

- The right to object, for legitimate reasons, to Your personal data being processed;
- The right to object, without costs, to Your data being used for prospecting purposes, in particular commercial, by the person currently in charge of processing or any person in charge of any future processing of the information;
- The right to question the person responsible for processing the personal data, provided that You prove Your identity, in order to obtain:
 1. Confirmation that Your personal data is or is not being processed;
 2. Information concerning the purpose of the processing, the categories of personal data being processed and the recipients or categories of recipient to whom the data is sent;
 3. If relevant, information concerning the transfer of personal data to a non-member country of the European Union;
 4. Communication of Your personal data in an accessible form as well as all information available based on this communication;
 5. The information needed to understand and object to the underlying logic of automated processing if a decision is made on the legitimacy of this processing and leading to legal consequences for the interested party. However, the information communicated to the person concerned must not infringe on copyright law as defined by the provisions of Chapter 1 of title IV of book III of the French Intellectual Property Code. A copy of the personal data is issued to the interested party on request. The person responsible for processing may request payment for issue of this copy, the amount of which may not exceed the cost of reproduction. If there is a risk of concealment or disappearance of the personal data, the competent judge may order, including in summary proceedings, any measure that will prevent this concealment or disappearance.

- The right to demand from the person responsible for processing, provided that You prove Your identity, that Your personal data be corrected, completed, updated, blocked or erased if they are inaccurate, incomplete, ambiguous, expired or for which collection, use, communication or conservation is prohibited;
- The right to demand from the person responsible for processing, to explain, with no cost to You, that it performed the operations required pursuant to the previous paragraph. If You obtain amendment to the registration, You are entitled to obtain repayment of the copy costs mentioned above;
- The right for the heirs of a deceased individual, upon proof of identity, to the extent that the elements brought to their knowledge lead them to believe that the personal data being processed concerning the deceased have not been updated, to demand that the person responsible for processing recognises the death and makes the relevant updates.

When requested by the heirs, the person responsible for processing must explain, with no cost to You, that it performed the operations required pursuant to the previous paragraph.

You may exercise Your rights via letter sent to NordNet (address available in the article "Contact Details" of this Contract) or via Email (to the following address: coordonnees@dotplace.com).

All individuals whose personal data are kept by NordNet enjoy the same rights.

You undertake to obtain the express and prior consent from any third party, including Your clients, whose personal data You send to NordNet, for collection of the said data, as well as operations carried out in application of this article, by NordNet services. You also undertake to inform it of the elements of this article and in particular, the rights it enjoys and the terms for exercising them.

NordNet undertakes not to keep, process or communicate data in contradiction of the principles set out above, unless such keeping is compulsory pursuant to applicable regulation.

Similarly, NordNet will take all reasonable precautions to protect personal data communicated against any loss, improper use, communication or unauthorised access. However, due to the lack of Internet security, NordNet may not be held liable for a third party accessing or intercepting Your personal data.

ARTICLE 18 – GENERAL PROVISIONS

18.1 – Assignment - Circulation of the Contract

You may not assign, transfer, delegate or license, for any reason whatsoever, the rights and obligations resulting from the Contract to a third party, without prior written consent from NordNet.

NordNet may assign, transfer or delegate all or part of its obligations or services to a third party. In the event of assignment, delegation or transfer, NordNet must inform You by all appropriate means and by publishing the information at www.dotplace.com.

Furthermore, NordNet may freely subcontract to one or more third parties all or part of the obligations imposed upon it by the Contract.

18.2 - Divisibility

If any of the provisions of the Contract is cancelled in full or in part, the validity of the remaining provisions of the Contract will not be affected.

In this case, the Parties must replace the cancelled provision, to the extent possible, by a valid provision that fits the spirit and purpose of the Contract.

18.3 - Tolerances

If NordNet does not exercise its right to legal recourse due to Your breach of any of the obligations and commitments of the Contract, it does not thereby waive the right to act against this breach nor any future breach.

18.4 - Headings

The purpose of the headings of the articles of the Contract is solely to facilitate references, with no contractual value of particular significance.

18.5 - Notifications – Contact Details

All notifications, communications, formal notices set out in the Contract will be deemed to have been delivered if sent as follows:

- by letter to the following addresses:

- to NordNet:

NORDNET
Château de la Bonnerie
111 rue de Croix - BP 60 985
59510 HEM
France

(place where the consumer may present claims)

All notifications, communications or formal notices sent by You to NordNet must be in the form of a registered letter with confirmation of receipt except if the Contract indicates otherwise.

- to You or the holder(s) of the Domain Name(s) on Your account:

to Your postal address or that of the holder(s) of the Domain Name(s) or, if appropriate, that of the representative authorised to represent You or the holder(s).

- by email to the following addresses:

- to NordNet:

online via the contact form "Send us a message";

- to You or the holder(s) of the Domain Name(s) on Your account

to Your email address or that of the holder(s) of the Domain Name(s) or, if appropriate, that of the representative authorised to represent You or the holder(s).

All emails sent to one of the above email addresses will be deemed to have been received by You, the holder(s) of the Domain Name(s), or one of Your representatives, seven (7) days after being sent by NordNet. If You, the holder(s) of the Domain Name(s) or one of Your representatives are unable to access Your email inbox for at least seven (7) days, You must inform NordNet by fax (at +33 3.20.66.56.69), by letter or by email. In this case, NordNet will send You notifications via a channel other than email.

NordNet is not responsible for judging the validity of the email addresses that You have communicated.

18.6 - Costs

The Parties are each bound to pay all costs incurred by them respectively in relation to the Contract and to the operations that it stipulates, including fees and disbursements.

18.7 – Language of the Contract

French is the official language of the Contract.

Any translation of the Contract is given for information purposes only, to facilitate understanding by non-French speaking clients of DotPlace. As a result, the French version shall be the authoritative version.

ARTICLE 19 – FORCE MAJEURE

The non-fulfilment of all or part of its obligations by one or other of the parties shall not incur its liability if the non-fulfilment is due to a case of force majeure, as set out in article 1148 of the French Civil Code.

Notwithstanding this text and by express agreement, the following events are deemed to constitute force majeure, independently of the criteria of irresistibility, unpredictability and externality if they are independent of the wishes of the parties and even if they are only partial:

- Withdrawal of the approval granted to the NordNet Registrar services or its registrar provider by the Registries or Regulatory Authorities;
- Prohibitions or restrictions by public authorities of the provision of telecommunication services, particularly any service interruption explicitly requested by an administrative or judicial authority;
- Termination of energy supply, failure and/or interruption of transmission networks including access to the Internet;
- Breakdown and/or sabotage of telecommunication channels, acts of computer piracy;
- Fire, lightning, flood or other natural disaster, water damage, exceptional weather conditions, damage, epidemic, riot, war, civil war, insurrection, attack, explosion, act of vandalism;
- Total or partial strike, lock-out unrelated to NordNet;
- All decisions made by registries or regulatory authorities for causes not attributable to NordNet which would prevent, in full or in part, the fulfilment of the Contract.

These various events will constitute cases of force majeure, whether they concern NordNet, its suppliers or providers, or the Registry or Regulatory Authority.

A case of force majeure suspends the obligations of this Contract that are affected for its duration and for as long as the effects are in force. However, if the consequences of the case of force majeure last for more than thirty (30) consecutive days, each of the Parties may ipso jure terminate the Contract by notifying this decision by any means listed in the section "Notifications", although this termination shall not give rise to the right to compensation of either of the Parties. The termination will be effective eight (8) days after notification is sent.

ARTICLE 20 – SUSPENSION, DELETION OR TRANSFER BY THE REGULATORY AUTHORITIES

You agree that any Domain Names concerned by the Contract will be Suspended, Deleted or Transferred in accordance with any rule adopted by a Regulatory Authority or by the Registry as follows:

- to correct errors made by the Registry or the Registrar when the Name was registered;
- to resolve disputes related to the Domain Name;
- when Your obligations are not met.

ARTICLE 21 – SUSPENSION

21.1 - Suspension procedure

If any of the clauses of the Contract is not respected (including the General and special terms and conditions of registration and management of Domain Names), NordNet reserves the right to suspend, without notice or compensation, the fulfilment of the services related to the Domain Name(s) affected until You remedy the non-fulfilment in question.

The suspension will be notified by email.

NordNet reserves the right:

- not to exercise this ability to suspend and to directly apply the provisions of the article "Termination"
- apply the provisions of the article "Termination", even if in the past, for the same issues, NordNet had applied the article "Suspension".

It is the responsibility of NordNet or, where appropriate, its registrar provider, the Registry or the Regulatory Authority to decide on the appropriate sanction.

21.2 - Consequences of the suspension

NordNet's obligations with respect to the Domain Name(s) concerned will be suspended.

The Domain Name(s) concerned may be placed in "Hold" status or equivalent, which will prevent performance of any Action on this/these Domain Name(s).

However, You are bound to continue to fulfil Your obligations as usual.

ARTICLE 22 – TERMINATION

22.1 No-fault termination

If there is no breach by either of the parties, this Contract will be terminated in accordance with the conditions set out in the article "Duration" or the article "Force Majeure".

The Contract may also be terminated in order to comply with a decision handed down from an alternative dispute resolution procedure or a legal decision which is final and enforceable.

22.2 Termination with cause

If one of the parties breaches the obligations of the Contract, the other may send formal notice requesting compliance with commitments within fifteen (15) days.

You must send the formal notice to NordNet via registered letter with confirmation of receipt. At the end of this period, if NordNet has not complied with its obligations, You will be entitled to terminate the Contract *ipso jure* by sending a second registered letter with confirmation of receipt.

NordNet must send You the formal notice by email. At the end of this period, if You have not complied with Your obligations, NordNet will be entitled to terminate the Contract *ipso jure* by sending a second email. However, if the nature of the commitments that You have breached prevents You from remedying the breach, NordNet may terminate the contract *ipso jure* as soon as the breach is observed, by sending an email.

22.3 Consequences of termination of the Contract

At the date of termination of the Contract, You will no longer be entitled to the DotPlace Service.

As a result You undertake to transfer the management of the Domain Names on Your DotPlace account to another Provider.

Otherwise, NordNet may not be held liable for the consequences suffered by the said Domain Names.

NordNet may make contact with the holders of each of the Domain Names on Your account, and/or their representatives in order to propose that management of their Domain Name(s) be taken over directly by NordNet (whether through the DotPlace Service or another Service) or by any third party chosen by the Registrant.

In this case You undertake to facilitate any operation related to this takeover.

If the termination of the Contract is attributable to NordNet, the remaining tokens on the account at the effective termination date will be repaid by NordNet at the token purchase price, within thirty (30) days following the effective cessation date.

If the termination is attributable to You, the remaining tokens on the account at the effective cessation date will be kept by NordNet and not reimbursed.

A condition attributable to a particular Party is interpreted as follows:

- a condition which is the fault of this Party leading to termination of the Contract
- a condition that is due to its objection to renewal of the Contract.

NordNet reminds You that the termination of the Contract does not lead to the Deletion of the Domain Names covered by the Contract.

ARTICLE 23 – CESSATION OF BUSINESS

If You cease business, You undertake to inform NordNet immediately via registered letter with confirmation of receipt.

NordNet may inform all holders of the Domain Names concerned and/or their representatives in order to propose that management of their Domain Name(s) be taken over directly by NordNet (whether through the DotPlace Service or another Service) or by any third party chosen by the Registrant.

You undertake to facilitate any operation related to this takeover.

ARTICLE 24 – DISPUTES

Excluding disputes brought by third parties against the Domain Name which would be subject to an alternative dispute resolution procedure, and excluding disputes related to the Contract which would be subject to the rules described in the article "Legal proceedings" hereafter, the Holder of the Domain Name will refer all disputes concerning the registration, use and/or operation of a Domain Name to the court that has jurisdiction (i) at the place of residence of the Holder of the Domain Name or (ii) at the place of NordNet's head office.

If legal proceedings or an alternative dispute resolution procedure concerning the registration, use and/or operation of a Domain Name managed by NordNet services, are brought against the Domain Name Holder, NordNet may be required, on request from the competent Authority, to block any Action from You on the Domain Name in question.

24.1. Alternative Dispute Resolution Procedure

The Holder of the Domain Name is bound to submit to an alternative dispute resolution procedure if a third party brings such a case. You thus undertake to submit to any alternative dispute resolution procedure in force according to the Registry or the Regulatory Authority and thus the Extension in question.

To view the applicable rules online, refer to the addresses given in the General and special terms and conditions of registration and management of Domain Names. NordNet may also send You these documents upon simple request on Your part. You are informed that the various rules can be amended at any time.

NordNet will comply with the provisions of any decision made following an alternative dispute resolution procedure forcing it to Modify (administratively and/or technically), Change Holder, Transfer or Delete a Domain Name governed by the Contractual conditions. In the case of an alternative dispute resolution procedure such as a UDRP, NordNet will allow a period of ten (10) business days from the date the decision to Transfer, Change Holder or Delete is notified before implementing the decision. NordNet shall inform the parties to the decision as well as the ICANN, for a UDRP, of the date that this decision comes into force.

An alternative dispute resolution procedure shall not prevent the parties from referring a dispute to a competent court to obtain a legal decision. If legal proceedings are initiated, these may lead to suspension of the alternative dispute resolution procedure.

24.2. Legal proceedings

French law will be the sole law governing this Contract, with the exception of the conflict rules.

The competent court will be determined according to ordinary law rules, except if You are a professional.

For professionals, any dispute between the parties concerning their commercial relations and particularly the signature, interpretation, fulfilment and cessation of this Contract will be subject to the exclusive competence of the jurisdictions of the head office of NordNet, even with introduction of third parties or multiple defendants.

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