

## Terms of Service

### Article 1. Definitions

1. **IT.com Domains:** the trade name of **IT.COM DOMAINS LTD**, established in London and has company number **14872503**.
2. **Services:** IT.com Domains is a domain name registry. In this capacity, IT.com Domains offers access to its automated systems for domain name **\*.it.com** registration and administration. IT.com Domains registers domain names on a first-come, first-served basis. The aforementioned activities constitute basic services. IT.com Domains may also supply upon the Client's request SSL certificates, software, DNS and other Internet services.
3. **Client:** the natural person acting in a professional capacity or legal entity having entered into an agreement with IT.com Domains.
4. **Account:** the online environment made available by IT.com Domains for the purpose of enabling the Client to apply for, administer or configure Services. Amongst other channels, this environment can be accessed via the Website or API.
5. **Licenses:** the right to use software owned by one of IT.com Domains's suppliers or by IT.com Domains itself.
6. **Agreement:** the agreement between IT.com Domains and Client by virtue of which IT.com Domains will provide the Services, and of which these General Terms and Conditions are an integral part.
7. **Website:** <https://get.it.com>, any of its sub-domains and other domain extensions.
8. **General Terms and Conditions:** these terms and conditions.

### Article 2. Offer and acceptance

1. The Agreement between IT.com Domains and the Client will take effect when the Client (1) creates an Account on the Website or (2) places an electronic order via his Account which is subsequently confirmed or (3) accepts an offer issued by IT.com Domains.
2. If an order can only be partially filled, the Client is expected to agree to a partial delivery.
3. The due amount will be specified on the Website and during the process of ordering via the Account or in an offer issued by IT.com Domains. The description of the Services as featured

on the Website or specified in the offer will be binding. Upon renewing Services automatically or otherwise, IT.com Domains will notify the Client of the rates applicable at that time.

4. IT.com Domains may draw up an offer in which it specifies what the Service includes and what amount will be owed upon acceptance hereinabove.

5. An offer is without obligation and is valid for 30 days after the date it was issued by IT.com Domains, unless stated otherwise in the offer.

6. IT.com Domains is entitled to refuse a Client at its own discretion without stating reasons.

7. In the event provisions in the Agreement or its appendices, or in these General Terms and Conditions are inconsistent with one another, the following order of rank applies:

- the Agreement;
- any Appendices;
- any Service Level Agreement;
- the General Terms and Conditions;
- any supplementary conditions.

### **Article 3. Performance of the Service**

1. After the Agreement has been concluded, IT.com Domains will perform the Services as soon as possible in accordance with the offer or electronic order.

2. To the extent it has not been otherwise agreed in writing, IT.com Domains will guarantee that the Service will be performed to the best of its ability with due care and professional competence.

3. If and where required for the proper performance of the Agreement, IT.com Domains has the right to have certain activities performed by third parties.

4. The Client is obliged to do everything that is reasonably required and desired to ensure that the Service is performed correctly in a timely manner. In particular the Client will ensure that all information designated by IT.com Domains as essential or in respect of which the Client should reasonably understand that it is required for the purpose of performing the Services, is provided to IT.com Domains in a timely fashion.

5. If the above forms part of the Services, IT.com Domains will provide the Client with an administrative username and a password. These data will offer the Client access to the Account.

6. Each action performed by means of the Client's Account is deemed to take place under the risk and responsibility of the Client. In the event of suspected misuse of an account, the Client

must duly notify IT.com Domains as soon as possible so that appropriate measures can be taken by IT.com Domains. The Client is fully responsible for any consequential damages, including user costs and compensations with a minimum of £ 2,500, not including VAT.

7. The Client is entitled to create users (employees) and provide them access to the Account. This does not affect the responsibility of the Client as described in the previous subclause of this Article.

8. The Client must provide all details truthfully. IT.com Domains is entitled to request that the Client provide proof of the details provided. If the Client cannot provide such proof or the details prove to be incorrect, IT.com Domains is entitled to terminate its Agreement or Agreements with the Client with immediate effect and to delete the Client's Account. The above will not require the intervention of a competent court.

9. IT.com Domains has the right to take products and services out of use, temporarily or otherwise, and/or to limit their use, or to provide these only to a limited extent, or not at all, if the Client does not fulfil an obligation towards IT.com Domains as stipulated in the Agreement or acts in breach of these Terms and Conditions.

#### **Article 4. Service: Domain names.**

1. The main service of IT.com Domains is the registration of it.com sub-domains (\*.it.com).

2. The Client declares that the domain name and/or use of the domain will not undermine or violate the rights of any third party and guarantees that there are no impediments to registration of the domain name.

3. All consequences ensuing from violation of the Agreement or the General Terms and Conditions or specific domain contracts will be for the account and risk of the Client. IT.com Domains cannot be held liable for such consequences in any way.

4. If IT.com Domains registers a domain name on behalf of the Client, IT.com Domains will honour requests from the Client with respect to moving, transferring or terminating this domain name.

5. The Client will, at any moment, cooperate with a transfer request of a domain name registered by the Client or one of its customers. Unless the policies of the respective registry allow for it, the Client will not delay or reject a transfer request to another registrar. This clause also applies in case of a dispute about a payment by the Client, his customer or an underlying party.

6. The Client will immediately – but within five calendar days at the latest – notify IT.com Domains in writing of any changes regarding the domain holder's details.

7. The Client agrees to resolve any conflicts in accordance with the Dispute Resolution Policies applied by the responsible organisations. These regulations can be found in the FAQ.

8. The Client accepts IT.com Domains as an accredited registrar. Further to the relevant UDRP (Uniform Domain-Name Dispute-Resolution Policy) regulations, this may entail that we are obliged to block, cancel, move or transfer a domain name to a third party unless the conditions in UDRP paragraph 4(k) have been met. .

9. The Client grants (in advance or otherwise) IT.com Domains the right to register the domain name (or arrange for it to be registered) in its own name, or to transfer it (or arrange for it to be transferred), if:

- The Client annuls or terminates the domain name;
- The Client fails, after having received a reminder to that effect, to renew the domain name as of the expiry date; or
- The Client is in default with regard to payment of the renewal costs.

10. As soon as the domain name is registered in or transferred to, pursuant to the previous subclause, the name of IT.com Domains, IT.com Domains shall obtain the unlimited right to lease, sublicense, sell or otherwise alienate or encumber the domain name, in accordance with the applicable (registry) conditions.

11. For the duration of ongoing administrative proceedings, or a 15-day period after the conclusion of such proceedings, or for the duration of a pending legal case or arbitration period regarding the domain name, the Client is not entitled to transfer the domain name registration to a third party, unless this third party confirms in writing that it will abide by the court ruling or arbitration.

12. IT.com Domains does not have any control over the registration of IDN domain names (Internationalized Domain Names) and the service may be modified, interrupted or even terminated by the registry without prior notification. IT.com Domains is not obliged to guarantee the continued existence or availability of IDN domain names; registration is at the Client's own risk. The Client acknowledges that the operation of multi-language domains differs from normal domains. The Client also acknowledges that an IDN may not function at all due to the continual introduction of new technologies.

### **Article 5. Availability of the Service**

1. IT.com Domains will make every effort to ensure uninterrupted access to its systems and networks and to the data it has stored but is unable to offer any guarantees in this regard, unless otherwise agreed in the offer or electronic ordering procedure by means of a Service Level Agreement (SLA). To the extent not provided for otherwise in an applicable SLA, availability is subject to the provisions of this article.
2. IT.com Domains will make every effort to keep the web server and other software it uses up to date. To this end, however, IT.com Domains is dependent on its suppliers. IT.com Domains is entitled not to install certain updates or patches if it believes installing such updates or patches will not be beneficial to the Service.

### **Article 6. Abuse**

1. The Client will not use the services of IT.com Domains for purposes that are in conflict with these General Terms and Conditions, the regulations of the relevant suppliers, the regulations of ICANN or national or international legislation.
2. If, in the opinion of IT.com Domains, the operation of IT.com Domains's computer systems or network or third-party networks and/or service provision via a network is at risk, in particular as a result of sending excessive amounts of email or other data, sending excessive amounts of Service Requests (including, but not limited to, drop catching of domain names), inadequate security systems or virus activities, Trojan horses and similar software, IT.com Domains has the right to take all reasonable measures it deems necessary to avert or prevent such risk. Our Fair Use Policy applies to this Agreement.
3. The Client will not use the Services of IT.com Domains to register domains that facilitate the following practices; if the Client discovers that one of its registered domains facilitates these practices, he will make every effort to solve the problem as soon as possible, possibly by deactivating or terminating the domain name. If IT.com Domains can reasonably demonstrate that a domain name has been registered for the sole purpose of facilitating one of these practices, IT.com Domains reserves the right to deactivate or cancel the domain name in question.
  - Operating or facilitating a botnet; facilitating phishing activities; spreading viruses, malware or similar matters.
  - Hosting or facilitating unlawful or reasonably deemed unlawful content, including referring to such content.

– Offering, selling or advertising products and services that contravene applicable laws and regulations, such as (but not limited to) weapons and pharmaceutical products.

– Intentionally infringing the rights of third parties, including a personal name, trade name or brand name.

4. Complaints that IT.com Domains receives about a product or service under the control of the Client will be forwarded to the Client. The Client must send the complainant a response with a copy to [abuse@itcomdomains.com](mailto:abuse@itcomdomains.com) within five working days. If this response is not sent, IT.com Domains reserves the right to take action at its own discretion to solve the problem.

5. In the event of an excessive number of complaints about products or services under the control of the Client and no effective action being taken to reduce the number of complaints, IT.com Domains may decide to terminate the Agreement. Furthermore, IT.com Domains reserves the right to charge the time needed to handle the complaints at the regular hourly rate.

#### **Article 7. Data and privacy**

1. The Client assures IT.com Domains that all submitted information and data is accurate and complete. In the event of any modifications to the Account, the Client also assures IT.com Domains that these modifications are complete, accurate and truthful. The Client acknowledges that the provision of inaccurate data may result in the immediate removal of the relevant domain without any reimbursements. In particular, this concerns:

– the Client’s full name, postal address, email address, telephone number, and fax number if available – if the registrar is an organisation, association or business – additional details (name and address) for an authorised contact person;

– if the Client is planning to use its own Domain Name Server (DNS): IP addresses for the first and second servers;

– the names of the aforementioned servers;

– the full name, postal address, email address, telephone number and fax number if available, of the administrative contact person;

– the full name, postal address, email address, telephone number and fax number if available, of the technical contact person;

– the full name, postal address, email address, telephone number and fax number if available, of the invoice address; This information must be adjusted if necessary.

2. IT.com Domains will inform the Client that the domain registration process, as well as the ordering process of other Services, involves the storage and processing of personal details, and that personal data may be transferred to third parties involved in the registration and/or order process. The registration process also includes the storage of personal data in the 'whois' database.
3. IT.com Domains is authorised to use data for the purpose of optimising its services and tailoring its services more effectively to the Client's needs.
4. IT.com Domains will ensure an appropriate level of security considering the risks involved in processing the data to be protected and the nature thereof.
5. IT.com Domains will also guarantee that all persons acting under its authority, to the extent they have access to personal data for which the Client is responsible, will only process such data on the instruction of the Client, subject to statutory obligations to the contrary.
6. The Client guarantees that it will only enter personal data in IT.com Domains's systems in a manner that is fully compliant with the law.
7. If the Client is required to adjust, delete or hand over data stored in IT.com Domains's systems within the context of a legal obligation pursuant to the Personal Data Protection Act, for instance, IT.com Domains will facilitate this activity to the best possible extent. The costs of the relevant activities may be invoiced separately.
8. All other points are described in UK IT.com Domains Privacy Policy: [https://get.it.com/privacy\\_policy.pdf](https://get.it.com/privacy_policy.pdf)

### **Article 8. Duration and end**

1. The term of this Agreement shall start from the effective date hereof and will automatically renew until termination.
2. IT.com Domains is entitled to terminate the Agreement with immediate effect if:
  - payments are revoked before the due amount can be collected by IT.com Domains;
  - the Client violates the General Terms and Conditions;
  - applicable laws or ICANN regulations are violated;
  - any actions are performed that violate the General Terms and Conditions of the registration or its requirements.
3. In all the aforementioned cases, the Client will lose all its registration rights.

4. The duration of Agreements on the Service may vary depending on the relevant product or service.
5. The Client will receive a request to pay for any Service or Membership via email, no later than 28 days before the end of the validity period. If payment has not been received before this due date, the Client will lose all rights to the Service. If the Client is making use of automatic renewal functionality, it will be fully responsible for ensuring that there are sufficient funds in its account. Services that cannot be renewed due to insufficient funds or any other reason will be discontinued.
6. Memberships will be automatically renewed on the Membership's anniversary date or in case the Membership runs out of operations, whichever comes first. The upgrade and downgrade to another plan are possible at any moment in time. In case of upgrade or downgrade, the full price of a new plan is charged, and the operations left in existing Membership (if any) are not added to the newly activated Membership.
7. In the event that a Service is terminated by the Client or as the result of a ruling in a dispute, the Client will not be entitled to a substitute Service or restitution. If the termination is not the result of an intentional act or gross negligence by IT.com Domains, no restitutions will be made. This also applies to other activities or additional registered options.
8. Unless the automated systems of IT.com Domains offer another option, all cancellations, terminations and notifications must be submitted in writing by the Client.

#### **Article 6. Rates and payment**

1. All prices exclude VAT. VAT can be charged depends on Client's country of residence.
2. Rates for IT.com Domains Services are published on the Website or on a closed portal of the Website and/or the Service (e.g. the "Dashboard"); these rates are subject to change without further notice.
3. Domain names renewal rates exclusively apply to renewals that are being processed at the time; all future renewals will be charged against applicable rates on the day of renewal.
4. In case the actual price of a product or service is higher than the price communicated during the order, IT.com Domains will ask the Client for approval before processing the order at the higher price.
6. If the Agreement is a continuing performance agreement, IT.com Domains has the right to change the rates applied at any time. To that end, IT.com Domains will inform the Client of the rate changes via the website or by email at least two (2) weeks in advance. In the event of a rate

increase, the Client is entitled to terminate the Agreement, with due observance of a notice period of one (1) month.

7. Payments may be made via credit card, a Direct-debit authorisation or other specific payment methods such as an PayPal payment or bank transfer.

8. Services cannot be registered until payment has been received. The registration will be processed as soon as the due funds have been transferred to IT.com Domains's bank account. All transaction costs will be borne by the Client.

9. The Client agrees that it will lose all rights to a domain name if the due charges are reversed by the bank or credit card company, in the event of proven credit card fraud or any other form of chargeback. In such cases, IT.com Domains reserves the right to decide whether to continue administering or terminate the domain name.

10. The Client agrees to electronic invoicing. If the Client wishes to receive an invoice by regular mail, IT.com Domains will charge no less 3 British Pound for the postage of each letter.

11. The costs of domain name registration and other costs will not be refunded in the event that a contract is terminated prematurely.

12. Advance payments for domains that could not be registered will be credited to the Client's outstanding balance.

13. The Client is responsible for ensuring that its bank account contains sufficient funds. In the event of insufficient funds, Services cannot be purchased or automatically renewed.

14. The Client must anticipate day-to-day exchange rate fluctuations. In order to cover the costs that may arise for IT.com Domains as a result of exchange rate fluctuations, IT.com Domains is entitled to adjust the prevailing exchange rates, as applied by the European Central Bank, by a percentage of 3%.

## **Article 7. Liability**

1. IT.com Domains's liability for direct damages/losses incurred by the Client as a result of a culpable shortcoming in IT.com Domains's performance of its obligations under this Agreement, which also expressly includes any shortcoming in fulfilling a guarantee commitment agreed with the Client, or an unlawful act on the part of IT.com Domains, its employees or third parties engaged by IT.com Domains, is limited to a sum equal to the payments the Client is obliged to make under this Agreement each year (excluding VAT) for each event or series of related events.

Under no circumstances however will the total compensation to be paid for any direct damages/losses exceed a sum of £ 1,000 (not including VAT).

2. IT.com Domains's liability for indirect loss or damage, including consequential losses, loss of profit, lost savings, mutilation or loss of data, business or otherwise, and losses due to business stagnation is excluded.

3. Except for the cases referred to in paragraphs 1 and 2, IT.com Domains will not be held liable to pay compensation for damage/loss whatsoever, regardless of the grounds on which an action for compensation might be based. The maximum amount specified in paragraph 1, will, however, cease to apply if and insofar as the damage or loss is the result of an intentional act or gross negligence on the part of IT.com Domains.

4. IT.com Domains's liability for an attributable failure to perform the Agreement will only arise if the Client gives IT.com Domains proper notice of default in writing without delay and provides a reasonable period to remedy its failure, and IT.com Domains does not resolve this attributable failure to perform its obligations after that period. The notice of default should contain a description of the failure in as much detail as possible to enable IT.com Domains to respond adequately.

5. IT.com Domains can not be held liable for damage caused by force majeure (Article 8).

6. Any right to claim compensation will at all times be subject to the condition that the Client notifies IT.com Domains of the damage or loss in writing by means of a registered letter to 20 Hammersmith Broadway, London, W6 7AB, United Kingdom within 30 days after it has arisen.

7. The Client indemnifies IT.com Domains against all third-party claims on account of liability resulting from the failure of a Service provided by the Client to a third party and which consisted in part of items, materials or results supplied by IT.com Domains.

8. The export of Services by the Client or one of the Client's customers may be subject to export regulations, such as regulations relating to the export of cryptographic products. The Client indemnifies IT.com Domains against any third-party claims, including government measures, relating to violations of applicable export regulations that can be attributed to the Client or its customers.

9. The Client is fully responsible for all domain renewals. The Client is also responsible for monitoring and maintaining its IT.com Domains account balance. IT.com Domains is not liable for the consequences of any bank balance deficits. If the domain is not renewed on time, or cannot be renewed on time due to a balance deficit on IT.com Domains's account, the registration will be terminated.

### **Article 8. Failures and force majeure**

1. IT.com Domains is entitled to temporarily close down its systems, including the Website, either fully or partially, for the purpose of maintenance, adjustments or improvements. IT.com Domains will endeavor to ensure that any such closure or adjustments only take place outside office hours as far as possible, and will undertake to inform the Client in good time of the scheduling thereof. However, IT.com Domains is never liable for damages arising from such closure or adjustments.
2. IT.com Domains has the right to adapt its systems, including the Website, in its entirety or in part, from time to time in order to improve its functionality and/or to correct errors. If an adjustment causes a considerable change in functionality, IT.com Domains will undertake to inform the Client thereof. In the event of modifications that are relevant to multiple clients, it is not possible to waive a specific modification for the exclusive benefit of the Client. IT.com Domains is not liable for any compensation of damages resulting from such a modification.
3. In the event of unavailability of the Service due to disruptions, maintenance or other causes, IT.com Domains will make every effort to inform the Client of the nature and expected duration of the interruption.
4. In the event of force majeure, which in any case will be understood to refer to disruptions or failure of the Internet or the telecommunications infrastructure, SYN floods, network attacks, DoS or DDoS attacks, power failures, domestic unrest, mobilisation, war, traffic congestion, strikes, injunctions, business interruptions, stagnation in supply, fire, flooding and impediments to import and export, and in the event that IT.com Domains, through non-performance by parties on which its own service provision depends, regardless of the reason, cannot reasonably be expected to fulfil the Agreement, the Agreement will be suspended, or terminated when the situation involving force majeure has lasted for more than ninety days, without any obligation to pay damages.

### **Article 9. Amending the General Terms and Conditions**

1. IT.com Domains reserves the right to change or supplement these Terms and Conditions.
2. Amendments also apply to agreements already concluded with due observance of a term of 30 days following publication of the amendment on the Website or by electronic communication. Minor changes can be implemented at any time.
3. In the event the Client does not wish to accept an amendment to these Terms and Conditions, it may terminate the Agreement up to the date on which the new conditions take effect.

### **Article 10. Final provisions**

1. This Agreement is governed by UK law.
2. Insofar as the rules of imperative law or the stipulations of the dispute procedures mentioned in the previous article do not dictate otherwise, any disputes that may arise as a result of the Agreement shall be submitted to the competent United Kingdom court in London.
3. If any provisions in the Agreement are declared null and void, this will not affect the validity of the entire Agreement. In such case, for the purpose of replacing any such provisions the parties will stipulate a new provision or new provisions reflecting the purport of the original Agreement and the General Terms and Conditions as far as legally possible.
4. These General Terms and Conditions and the ensuing obligations apply, *mutatis mutandis*, to any agreements between the Reseller and its customers.
5. The term “written” in these conditions also includes email and communication by fax, provided that the identity and integrity of the email or fax message have been sufficiently established.
6. All versions of communications, measurements (including, but not limited to data traffic) and monitoring conducted by IT.com Domains that have been received or stored by IT.com Domains apply as authentic, barring evidence to the contrary provided by the Client.
7. The parties will at all times inform each other immediately of any relevant changes in name, postal address, email address, telephone number and, if requested, bank account numbers.