

Allgemeine Geschäftsbedingungen (AGB) der EXQUISIT WEBDESIGN für Hosting

Diese AGB regeln die Beziehungen zwischen den Kundinnen und Kunden (im folgenden “Kunden” genannt) und der EXQUISIT WEBDESIGN, im folgenden “EXQUISIT WEBDESIGN” genannt.

Leistungen von EXQUISIT WEBDESIGN

EXQUISIT WEBDESIGN bietet ihren Kunden national und international Dienstleistungen und Produkte aus dem Bereich Internet an.

Sie erbringt qualitativ hochstehende Leistungen, die dem Stand der Technik sowie internationalen Standards und Empfehlungen entsprechen. Inhalt und Umfang der Leistungen ergeben sich aus den Leistungsbeschreibungen, die zusammen mit der Vertragsurkunde und den vorliegenden AGB die Grundlage der vertraglichen Beziehungen zwischen den Kunden und EXQUISIT WEBDESIGN bilden. Bei Domainregistrierungen sind zusätzlich die ergänzenden Bestimmungen für Domain-Registrierungen integraler Bestandteil des Vertrages.

Preise

Die von den Kunden zu bezahlenden Preise für Dienstleistungen und Produkte ergeben sich aus dem Vertrag oder der entsprechenden Preisliste. Sie schliessen die Mehrwertsteuer ein, soweit im Vertrag nichts anderes vereinbart wird. EXQUISIT WEBDESIGN ist berechtigt, die Preise jederzeit nach schriftlicher Vorankündigung mit einer Frist von 6 Wochen zu ändern. Die Preise sind Festpreise; eine auch anteilige Rückerstattung des Preises bei einem auch wesentlich geringerem – oder keinem – Datenabruf gegenüber den in den Angeboten vorgesehenen Höchstmengen ist ausgeschlossen.

Verantwortung des Kunden

Die Kunden sorgen dafür, dass die Dienstleistungen und Produkte, für die sie mit EXQUISIT WEBDESIGN einen Vertrag abgeschlossen haben, gesetzes- und vertragsgemäss genutzt werden. Besondere Bestimmungen gelten für den Inhalt der entsprechen Webseiten. Vom Kunden veröffentlichte oder hochgeladene Inhalte dürfen nicht gegen das Schweizer Recht oder die guten Sitten verstossen, dazu gehören u.a. aber nicht abschliessend Spam, Bulk(massen)-email, Pornografie, Phreaking, nicht autorisierter Zugriff auf fremde Rechner. Zudem ist der Kunde verpflichtet sich an das schweizerische Datenschutz, Fernmeldewesen und Urheberrecht zu halten. Der Kunde ist verantwortlich, für die von ihm auf den Servern der EXQUISIT WEBDESIGN eingesetzten Programme, Scripte und Inhalte. Er muss diese regelmässig aktualisieren und kontrollieren.

Die Installation von ressourcenintensiven Applikationen auf den Servern von EXQUISIT WEBDESIGN, als auch die Bereitstellung ressourcenintensiver Downloadsites, sowie die Verwendung als Backupserver sind nur mit vorgängiger Zustimmung von EXQUISIT WEBDESIGN erlaubt. Hierzu gehören u.a. aber nicht abschliessend FTP-Download-Sites, Galerien, Multimedia, Video, mp3 und Kontaktportale dazu.

EXQUISIT WEBDESIGN ist berechtigt, die Internet-Präsenz jederzeit (auch vorsorglich) zu sperren. EXQUISIT WEBDESIGN übernimmt grundsätzlich keine Prüfungspflichten, behält sich aber die Zurückweisung von zweifelhaften Inhalten ohne Begründung vor. Verstösst der Kunde mit durch ihm verbreiteten Inhalte gegen gesetzliche Vorschriften oder die guten Sitten oder verursachen vom Kunden eingesetzte Programme Schäden bei EXQUISIT WEBDESIGN oder Dritten, wird er gegenüber EXQUISIT WEBDESIGN für alle ihr daraus entstehenden direkten und indirekten Kosten und Schäden haftbar und schadensersatzpflichtig. Der Kunde verpflichtet sich EXQUISIT WEBDESIGN über ihm zur Kenntnis gelangende Mängel, Störungen oder Nichtverfügbarkeit von Dienstleistungen oder Anlagen sowie insbesondere über rechts- und vertragswidrige Verwendung der Dienstleistungen durch ihn, seine Mitarbeiter oder von ihm beigezogene Dritten, sowie durch nicht autorisierte Dritte (z.B. Hacker) zu informieren. Der Kunde ist verpflichtet Adressänderungen umgehend der EXQUISIT WEBDESIGN mitzuteilen. Die Kosten im Zusammenhang mit unzustellbaren Rechnungen werden dem Kunden mit CHF 15.00 weiterverrechnet.

Nutzung durch Dritte

Eine unmittelbare oder mittelbare Nutzung der Dienstleistung von EXQUISIT WEBDESIGN durch Dritte ist nicht gestattet, es sei denn, es wird vorgängig eine schriftliche Zustimmung von EXQUISIT WEBDESIGN erteilt. Der Kunde ist insbesondere nicht berechtigt, Dritten Zugangsdaten zur Nutzung der Dienstleistung von EXQUISIT WEBDESIGN mitzuteilen oder zugänglich zu machen oder die Nutzung in anderer Weise zu ermöglichen. Wird die Drittnutzung durch EXQUISIT WEBDESIGN gestattet, hat der Kunde Dritte in die ordnungsgemässe Nutzung der Dienstleistung gemäss den vorliegenden AGB`s einzuweisen. Der Kunde ist für schuldhaftes Fehlverhalten Dritter verantwortlich. Wird die Nutzung durch Dritte von EXQUISIT WEBDESIGN nicht gestattet, ergibt sich daraus kein Minderungs-, Erstattungs-, oder Schadensersatzanspruch des Kunden. Der Kunde hat ausserdem diejenigen Entgelte zu bezahlen, die im Rahmen der Nutzung der EXQUISIT WEBDESIGN Dienstleistungen durch befugte oder unbefugte Dritte entstehen. Der Kunde haftet gegenüber EXQUISIT WEBDESIGN für sämtliche Verletzungen der Vorschriften dieser AGB und des zugrunde liegenden Vertrages infolge Nutzung der Dienstleistung durch befugte oder unbefugte Dritte.

Haftung von EXQUISIT WEBDESIGN

EXQUISIT WEBDESIGN steht gegenüber dem Kunden für die sorgfältige und vertragsgemässe Erbringung ihrer Dienstleistungen ein. Wartungsarbeiten, Störungsbehebungen, der Ausbau der Dienstleistungen etc. machen indessen vorübergehende Betriebsunterbrüche erforderlich. EXQUISIT WEBDESIGN übernimmt keine Gewähr für die richtige Wiedergabe der Internet-Seiten des Antragstellers in der Internet-Präsenz, es sei denn, EXQUISIT WEBDESIGN fällt Vorsatz oder grobe Fahrlässigkeit zur Last. Soweit gesetzlich zulässig, haftet EXQUISIT WEBDESIGN für direkte und indirekte Schäden ausschliesslich

bei Vorsatz. In keinem Fall haftet EXQUISIT WEBDESIGN für Folgeschäden oder entgangenen Gewinn. Für Komplettausfälle, die durch EXQUISIT WEBDESIGN verschuldet sind und länger als einen Arbeitstag dauern, wird das Abonnement automatisch um die entsprechende Anzahl Tage kostenlos verlängert.

Rechnungsstellung

Die Rechnungsstellung erfolgt im voraus und deckt einen Dienstleistungszeitraum von 12 Monaten, normalerweise bis zum Jahresende ab. Vorbehalten bleiben anderslautende Bestimmungen im Vertrag, sowie Registrierungsgebühren für Domainnamen.

Zahlungsbedingungen

Die Rechnung ist spätestens bis zum angebenen Fälligkeitsdatum zu bezahlen. Bei begründeten Unstimmigkeiten können die Kunden innert 10 Tagen ab Rechnungsdatum schriftlich Einwände geltend machen. Nach diesem Datum gilt die Rechnung als in der vorliegenden Form akzeptiert. Haben die Kunden bis zum Fälligkeitsdatum weder die Rechnung bezahlt noch allfällige begründete Einwände fristgerecht schriftlich erhoben, kann EXQUISIT WEBDESIGN sämtliche vom Kunden bezogene Dienstleistungen einstellen und die Rechnung mahnen. Wird die Rechnung nicht innerhalb der in der schriftlichen Mahnung eingeräumten Frist bezahlt, kann EXQUISIT WEBDESIGN den Vertrag frist- und entschädigungslos auflösen. Die Kunden tragen die Kosten von EXQUISIT WEBDESIGN, welche ihr durch den Zahlungsverzugs entstanden sind, inklusive einer Entschädigungspauschale von CHF 100.-. Für den Versand einer schriftlichen Mahnung wird eine Mahngebühr von CHF 25.00 erhoben. Der Kunde nimmt zur Kenntnis, dass seine Kundendaten bei Zahlungsverzug an unser Inkassounternehmen zur Einforderung der offenen Rechnungsbeträge weitergegeben werden. Durch die Weiterleitung an das Inkassounternehmen können weitere Kosten entstehen (Umtriebsspesen CHF 150.00, Identifikation und Bonitätsprüfung CHF 20.00), welche der Kunde vollumfänglich inkl. Zinsen von 6% zu entschädigen hat.

Höhere Gewalt

Kann EXQUISIT WEBDESIGN trotz aller Sorgfalt aufgrund von höherer Gewalt wie Naturereignissen von besonderer Intensität, kriegerischen Ereignissen, Streik, unvorhergesehenen behördlichen Restriktionen, usw. ihren vertraglichen Verpflichtung nicht nachkommen, wird die Vertragserfüllung oder der Termin für die Vertragserfüllung dem eingetretenen Ereignis entsprechend hinausgeschoben.

Verrechnung

Die Kunden verrechnen Schulden gegenüber EXQUISIT WEBDESIGN nicht ohne deren Zustimmung mit eigenen Forderungen.

Dauer und Gültigkeit des Vertrages

Der Vertrag dauert auf unbestimmte Zeit sofern nichts anderes vereinbart wurde. Er kann von beiden Parteien jederzeit unter Einhaltung einer Frist von 30 Tagen auf Monatsende schriftlich gekündigt werden, sofern die Vertragsurkunde (z.B: Domainregistrierungen) nichts anderes vorsieht und keine offene Forderungen auf dem Kundenkonto bestehen. Bei

Verletzung des Vertrages durch den Antragssteller, durch Zahlungsverzug usw. ist EXQUISIT WEBDESIGN berechtigt den Vertrag jederzeit fristlos zu kündigen.

Bestellung

Mit der –Bestellung kommt ein verbindlicher Vertrag über die Nutzung der Dienstleistungen zwischen EXQUISIT WEBDESIGN und dem Kunden (Auftraggeber) gem. jeweils aktueller Produkt-/Leistungsbeschreibung zustande. Dieser Vertrag hat auch ohne nachträgliche Übermittlung der schriftlichen Bestellbestätigung volle Gültigkeit. Macht der Kunde nach der Bestellung von seinem Widerspruchsrecht/30 Tage-Geld-zurück-Garantie Gebrauch, werden die zu diesem Zeitpunkt tatsächlich erbrachten Leistungen welche EXQUISIT WEBDESIGN durch Dritte verrechnet werden (z.B. Domaingebühren) in jedem Falle zur Zahlung fällig.

Datenschutzrechtliche Erklärung

Der Kunde ist über Umfang, Art, Zweck und Ort der Erhebung, Verarbeitung und Nutzung der für die Ausführung von Diensten erforderlichen personenbezogenen Daten unterrichtet worden. Es gilt die Datenschutzbestimmungen von EXQUISIT WEBDESIGN gem. unserer AGB. EXQUISIT WEBDESIGN übermittelt die erhobenen Daten an mit EXQUISIT WEBDESIGN verbundene Partner, auch Partner im Ausland, sofern dies zum Zweck der Erfüllung des Vertrages erforderlich ist.

Datenschutzbestimmungen

EXQUISIT WEBDESIGN ist bestrebt, die ihr zur Kenntnis gelangten Kundendaten im Rahmen der gesetzlichen Bestimmungen rechtmässig zu verwenden, wobei EXQUISIT WEBDESIGN bemüht ist, die nationalen und internationalen Regelungen zur Wahrung des Datenschutzes zu berücksichtigen. Entsprechend informiert EXQUISIT WEBDESIGN die Kunden im Rahmen der datenschutzrechtlichen Vorschriften über die Bearbeitung ihrer Daten. Als Bearbeitung definiert das Bundesgesetz vom 19. Juni 1992 über den Datenschutz (DSG) jeden Umgang mit Personendaten, unabhängig von den angewandten Mitteln und Verfahren.

Datenerfassung

EXQUISIT WEBDESIGN erfasst bei Auftragserteilung die Kundendaten. Dies erfolgt entweder im Rahmen einer Vertragsanbahnung im direkten Kundenkontakt zwischen dem Kunden und der EXQUISIT WEBDESIGN oder online über die entsprechenden Webformulare. Neben den persönlichen Daten werden zusätzlich, je nach Dienstleistung, verschiedene Daten über die technische Infrastruktur des Kunden erfasst, so z.B. Seriennummern von Hardware, Lizenzierungen von Software, Netzwerkkumgebung, Zugangsdaten, Installationsroutinen, IP-Adressen etc. Diese Datenerfassung erfolgt ausschliesslich zum Zweck der umfassenden Kundenbetreuung und aus Sicherheitsgründen.

Beim Besuch der Webseite von EXQUISIT WEBDESIGN werden von jedem Besucher die folgenden Angaben gespeichert, welche jedoch nur zu Statistikzwecken genutzt werden und keine Rückschlüsse auf den Benutzer zulässt: Verwendete IP Adresse, Browser inkl. Version, Betriebssystem inkl. Version und (falls vorhanden) die Domain, welche auf www.EXQUISIT WEBDESIGN.ch geführt hat (Suchmaschine, Banner etc.). EXQUISIT WEBDESIGN kann die IP Adresse des Kunden verwenden, um die Erhaltung dieser AGB oder die Sicherheit der EXQUISIT WEBDESIGN Dienste, der EXQUISIT WEBDESIGN Webseite oder anderer Nutzer sicherzustellen.

Datennutzung

Die von EXQUISIT WEBDESIGN erfassten Daten werden zum Zweck der Vertragserfüllung genutzt. Darüber hinaus ist EXQUISIT WEBDESIGN berechtigt, die Daten auch zu Informationszwecken über andere Produkte von EXQUISIT WEBDESIGN zu verwenden. Ferner benutzt EXQUISIT WEBDESIGN die Kundendaten, um Abonnenten des EXQUISIT WEBDESIGN Newsletters über aktuelle Besonderheiten oder Änderung der Dienste von EXQUISIT WEBDESIGN zu informieren.

Übermittlung an Dritte

Da EXQUISIT WEBDESIGN bei der Vertragserfüllung teilweise mit anderen Partnern zusammenarbeitet (Anmietung von Leitungen, Bestellung von Hardware, Software, Lizenzen, Domains, Zertifikaten etc.) kann es im Rahmen der Vertragserfüllung erforderlich sein, dass gewisse Kundendaten solchen Partnern zur Verfügung gestellt werden. In diesem Fall werden ausschliesslich die für die Vertragserfüllung notwendigen Daten an diese Partner übermittelt. Eine Übermittlung zu Marketingzwecken an Dritte erfolgt nicht.

EXQUISIT WEBDESIGN kann die Kundendaten – unter Einhaltung der einschlägigen gesetzlichen Vorschriften – zum Zweck der ordnungsgemässen Vertragserfüllung (insbesondere zur Rechnungsstellung und Forderungsmanagement) an Dritte, auch ins Ausland, übermitteln.

Datensicherheit

EXQUISIT WEBDESIGN schützt die Kundendaten gemäss den gesetzlichen Anforderungen. Dementsprechend ergreift EXQUISIT WEBDESIGN angemessene technische und organisatorische Massnahmen, durch die insbesondere der Zugang zu Daten, deren Transport, Speicherung und Eingabe geschützt werden.

Auskunft / Änderung über Datenbearbeitung

Der Kunde ist berechtigt, Auskunft über seine bei EXQUISIT WEBDESIGN verarbeiteten Daten zu verlangen.

Anwendbares Recht und Gerichtsstand

Der Vertrag untersteht schweizerischem Recht, Gerichtsstand für beide Parteien ist der aktuelle Sitz der EXQUISIT WEBDESIGN.

ERGÄNZENDE BESTIMMUNGEN ZU DEN AGB`S DER EXQUISIT WEBDESIGN BETREFFEND DOMAINS

Registrant Agreement

Last Updated: December 15, 2015 – © EXQUISIT WEBDESIGN. All Rights Reserved.

1. Overview

The Domain Name Registration Agreement (this “Agreement”) is entered into by and between EXQUISIT WEBDESIGN, a Swiss corporation („EXQUISIT WEBDESIGN,“) and you, and is made effective as of the date electronic acceptance (electronically or in writing). This Agreement sets forth the terms and conditions of your use of EXQUISIT WEBDESIGN’s Domain Name Registration services („Domain Name Registration”, “Registered Name”, “domain registration” or the “Services”).

The terms „we“, „us“ or „our“ shall refer to EXQUISIT WEBDESIGN. The terms „you“, „your“, „user“ or „customer“ shall refer to any individual or entity who accepts this Agreement. Unless otherwise specified, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Your acceptance (electronically, in writing, or by submitting a domain registration) of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement and EXQUISIT WEBDESIGN Terms of Service Agreement (TOS), which is incorporated herein by this reference, as well as the following policy that are expressly incorporated by reference herein:

- gTLD Domain Registration Policies
<http://www.EXQUISIT WEBDESIGN.ch/gtld-domain-registration-policies/>

2. This Agreement

Representation. You represent, warrant, and guarantee that:

- you have the full power and authority to execute, deliver, and perform under this Agreement;
- you are at least eighteen (18) years of age;
- this Agreement is valid, binding, and enforceable against yourself in accordance with the terms herein and no provision requiring your performance is in conflict with your obligations under any other agreement;
- you are not a person or entity barred from purchasing or receiving the Services found under the laws of Switzerland, the European Union, the United States or other applicable jurisdictions;
- if you are entering into this Agreement on behalf of an organization or corporation (not a

natural person) that you have the legal authority to bind such organization or corporate entity to the terms and conditions contained in this Agreement, in which case the terms “you”, “your”, “user”, “client”, “reseller” or “customer” shall additionally refer to such organization or corporate entity; and

– if you are entering into this Agreement on behalf of an organization or corporation that the entity is duly organized, authorized and in good standing under the laws of the jurisdiction in which it was formed.

Continued Use. By using the Website or the API or the Modules or the Services, you acknowledge that you have read, understood, and agreed to all the terms and conditions of this Agreement, including any other agreements or policies (collectively “Policies”) referenced herein or that may be published by EXQUISIT WEBDESIGN from time to time. The operative and effective version of this Agreement and Policies is found at <http://www.EXQUISIT WEBDESIGN.ch/agb>.

Amendments. EXQUISIT WEBDESIGN may, in its sole and absolute discretion, change or modify this Agreement and the Policies which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to <http://www.EXQUISIT WEBDESIGN.ch/agb>. And your use of this Website or the Services after such changes or modifications are posted shall constitute your acceptance of this Agreement and the Policies as last revised. If you object to any amendment, your sole remedy is to stop using the Website and Services, and terminate this Agreement in accordance with the termination provisions herein. It is your sole responsibility to keep a copy of the current Agreement and Policies and to frequently visit the web page found at <http://www.EXQUISIT WEBDESIGN.ch/agb> to review the most current versions thereof. EXQUISIT WEBDESIGN shall not be obligated to send you any notice of amendments to this Agreement or the Policies, however it is your responsibility to ensure your EXQUISIT WEBDESIGN account (“Account”) information is always current. If EXQUISIT WEBDESIGN sends out email notices, EXQUISIT WEBDESIGN assumes no liability or responsibility for your failure to receive an email notification if such failure is a result of inaccurate email addresses or Account contact information.

3. Your Domain Name Registrant Obligations and Responsibilities

You acknowledge, understand and agree to the following obligations and responsibilities as a customer of EXQUISIT WEBDESIGN’s Domain Name Registration services:

Accuracy of Domain Registration Information. You agree that for each domain registration submitted by you, the following contact information shall be accurately and truthfully provided: full name, postal address, email address, telephone number, and if available, facsimile number of the registrant contact of the domain name (Registered Name Holder) and, if different from the Registered Name Holder, the same contact information for, a technical contact, an administrative contact and a billing contact. Failure to provide truthful and accurate information shall be considered a material breach of this Agreement and will be a basis for suspension and/or cancellation of the domain name.

Changes to Domain Registration Information. You agree that for each domain registration, you will notify EXQUISIT WEBDESIGN within seven (7) calendar days of any changes to the full name, postal address, email address, telephone number, and if available, facsimile number of the Registered Name Holder and if different from the Registered Name Holder, changes to the same contact information for the technical contact, the administrative contact and the billing contact. It is your responsibility to keep this information current and accurate. Failure by you, for whatever reason, to maintain truthful and accurate information on a

continual basis, shall be considered a material breach of this Agreement and will be a basis for suspension and/or cancellation of the domain name. Inquiries made by EXQUISIT WEBDESIGN to determine the validity of information provided by you must be responded to within seven (7) calendar days. Failure to respond to such inquiries shall be considered a material breach of this Agreement and will also be a basis for suspension and/or cancellation of the domain name.

License Use of Domain Name. You agree that if you intend to license use of a domain name to a third party that you will be the Registered Name Holder of record and are fully responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. You also agree as the Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless you disclose the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

Collection and Use of Domain Registration Information. You agree to be bound by the provisions of Section 6, Collection, Use and Privacy of Information.

Reporting Change of Status. You will report any material changes to the validity of your authorization, charter, license, residency, title, status and/or other related credentials that will effect the your legitimacy or qualification to be the Registrant Owner of the Registered Name.

Restrictions and Right to Refuse Service. You agree to be held liable for all damages and actions from EXQUISIT WEBDESIGN resulting from your inappropriate or illegal use of any Registered Name (Restricted Activity) including the suspension, deletion, or cancellation of a Registered Name as well as covering all damages resulting from the use of a Registered Name that:

- transmits unsolicited email (Spam);
- transmits repetitive, high volume inquires into any of the Services provided by EXQUISIT WEBDESIGN (i.e. domain name availability, etc.);
- distributes malware or operates and engages in botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting and other activities that are contrary to applicable law

- links or redirects to illegal content that:
 - is hateful, defamatory, derogatory or bigoted based on racial, ethnic, gender or political grounds or otherwise causes injury, damage or harm of any kind to any person or entity;
 - is threatening or invades another person’s privacy or property rights or otherwise breaches any rights of or duty to a third party;
 - misleads or deceive minors into viewing sexually explicit material or depicts minors engaged in any activity of a sexual nature or may otherwise harm minors;
 - infringes the trademark, copyright, patent, trade secret or other intellectual property rights of a third party;
 - violates any applicable local, state, national or international law or regulation;
 - promotes, aids or abets illegal activity of any kind or promotes business opportunities or investments which are not permitted under law;
 - advertises or offers for sale any goods or services that are unlawful or in breach of any national or international law or regulation;

Violation of Restrictions. You understand and agree that violation of the Restricted Activities constitutes a material breach of this Agreement. You agree that EXQUISIT WEBDESIGN, in its sole discretion and without liability to you, may refuse to accept domain registrations, delete domain registrations during the first thirty (30) days of registration, or cancel a domain registration at anytime after the first thirty (30) days of registration if you violate the Restricted Activity provisions at anytime.

Indemnity. You agree to defend, indemnify, save and hold EXQUISIT WEBDESIGN harmless in respect to all claims, demands, liabilities, costs and/or expenses resulting from a violation of the obligations and responsibilities stated in this Agreement.

Proprietary Rights in Name. You acknowledge and agree that the registration or renewal of a particular domain name through the Services or the subsequent use of the Registered Name does not confer upon you any proprietary rights in the Registered Name, nor does it guarantee immunity from and against any challenge to the registration of the Registered Name by any third party, nor from the cancellation, suspension or transfer of the Registered Name.

Licensing Registered Name. You understand and agree that if you intend to license use of a Registered Name to a third party that the Licensee is nonetheless the Registered Name Holder of record and the Licensee is responsible for providing their own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. You also understand and accept that by licensing Registered Name according that you shall accept liability for harm caused by wrongful use of the Registered Name, unless you disclose the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder with reasonable evidence of actionable harm.

4. Domain Name Registration, Renewal, and Expiration

Mediator. You understand and agree that in the procurement, registration, and administration of domain names, EXQUISIT WEBDESIGN acts only as a mediator between you and the other parties involved in the registration process, including registrars and the institutions authorized to administer the central databases for the particular domain names. In this regard, you understand and agree that submission of a Domain Registration Order does not guarantee registration or continued existence of the registration of a domain name. Therefore, you release EXQUISIT WEBDESIGN of any liability for any domain name that fails to be registered or become unregistered, suspended, or transferred away for any reason.

Sponsoring Registrar. The sponsoring registrar is 1API GmbH. And used herein, the terms “Registrar” shall refer to 1API GmbH.

Country Code Top Level Domain Names (“ccTLDs”). In the case of ccTLDs, you acknowledge and agree that the Services in connection with these registrations can be permanently interrupted and/or modified without prior notice, understanding that you bear the sole and all risk for such interruptions and/or modifications interfering with or preventing the use and/or the intended use of one or more ccTLDs. You also understand and agree that the mode of operation of ccTLDs are not concurrent with that of conventional domain names, therefore, you understand and agree that due to the differences in technical implementations of ccTLDs some or all necessary ccTLDs do not function as intended or at all.

International Corporation of Assigned Names and Numbers (“ICANN”). EXQUISIT WEBDESIGN represents the Registrar, an ICANN accredited registrar, and as such you

acknowledge, understand and agree that EXQUISIT WEBDESIGN is bound by its agreement with its Registrar and thus also with ICANN. You acknowledge, understand and agree that EXQUISIT WEBDESIGN may modify this Agreement in order to comply with ICANN, as well as any other terms and conditions set forth by (i) ICANN and/or (ii) an ICANN approved registry applicable to the generic top-level-domain („gTLD“) in question. If you register a domain name under ICANN’s jurisdiction, you agree to the following:

1. To comply with the ICANN requirements, standards, policies, procedures, and practices for each applicable Registry at all times and to also comply with any future changes or updates enacted by ICANN.
2. To comply with any operational standards, policies, procedures, and practices for the each Registry, which can change from time to time by the applicable Registry Operators in a non-arbitrary manner.
3. To read the Registrants‘ Benefits and Responsibilities at <http://www.icann.org/en/resources/registrars/registrar-rights/benefits>
4. To read the Registrant Educational Information at <http://www.icann.org/en/resources/registrars/registrar-rights/educational>

Domain Registrars, Intermediaries, Registries and ICANN Terms and Conditions.

Domain Policies. For domain names you attempt to register, you consent to EXQUISIT WEBDESIGN submitting Domain Registration Orders to authorized registrars either directly or through an intermediary. You also understand that domain names are administered by a multitude of different organizations internationally and that each of these organizations has different terms and conditions for the registration and administration of domain names as well as for domain name dispute procedures. In this respect, for the domain names you register through EXQUISIT WEBDESIGN, you acknowledge, understand and agree to the terms and conditions of each registrar, intermediary, registry and/or organization, which are expressly, incorporated by reference herein as the ccTLD Domain Name Registry Policies and the gTLD Domain Name Registry Policies (together known as the “Domain Policies”).

Current Domain Policies. You understand and agree that it is solely your own responsibility to keep informed and up-to-date on the current respective Domain Policies connected to the domain names you have registered at EXQUISIT WEBDESIGN. You also understand and agree that a violation of the current Domain Policies due to your failure to keep up-to-date is a material breach of this Agreement.

Indemnity. For domain names you register through EXQUISIT WEBDESIGN, you will indemnify and hold harmless each registrar, intermediary, organization, registry operator and registry including their directors, officers, employees and agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to the domain name registration. This obligation shall survive expiration or termination of this Agreement or the domain name registration.

Domain Name Registration. A domain name registration is not effective until the following provisions are met:

- (1) All the terms and conditions for Payment of Fees in this Agreement.
- (2) That EXQUISIT WEBDESIGN submits and delivers to the applicable registry operator the domain name registration or application information (Domain Registration Order) and such registry puts the registration into effect (Registered Name). Submission of a Domain Registration Order does not guarantee that the domain name will be successfully registered.

And EXQUISIT WEBDESIGN is not responsible for any domain name that fails to be successfully registered as a Registered Name.

Domain Name Renewal. Your continued use of a Registered Name is subject to your timely payment of renewal fees before the expiration date of a domain name, as well as, your continued compliance with this Agreement and any rules or policies referenced herein. You understand and agree that EXQUISIT WEBDESIGN is not responsible for cancelled domain names that you fail to properly renew under the following conditions:

Renewal Payment of Fee Conditions: All the terms and conditions for Payment of Fees in this Agreement are met.

Reserved Account Funds for Upcoming Renewals. If EXQUISIT WEBDESIGN does not receive the applicable renewal fees for a Registered Name (as cleared funds) thirty (30) days prior to the expiration date of a domain name, EXQUISIT WEBDESIGN reserves the right to cancel the registration of the Registered Name and remove it from the Registry's root zone file immediately following the domain name's expiration date.

Automated Renewal. Contingent on the full domain renewal fee being paid by you and received by EXQUISIT WEBDESIGN (as cleared funds) at least thirty (30) days prior to the expiration date of a domain name, Registered Names by default are set to be automatically renewed. To modify the default automatic renewal setting of a Registered Name, you must provide written notice of non-renewal to EXQUISIT WEBDESIGN at least 3 months prior to the expiration date of the respective Registered Name.

Manual Renewal. If you do not select a Registered Name to be automatically renewed, it is your sole responsibility to manually renew the expiring domain name before its expiration date (should you in fact want the domain name to be renewed). You acknowledge, understand and agree that if you choose to manually renew a Registered Name and you fail to complete the manually renewal process before a domain name's expiration date, this will result in cancellation of the domain name and removal of the domain name from its Registry's root zone file immediately following the domain name's expiration date.

Domain Renewal and Restore Pricing. The default price for renewing a gTLD is 178.50 (net 150.00) USD. The default price for restoring a gTLD is 654.50 (net 550.00) USD, which may be lower depending on the gTLD. The default price for renewing or restoring a ccTLD is determine by the prices available on your EXQUISIT WEBDESIGN's account, which you must log in to review. Prices for renewing or restoring a Registered Name are at the sole and absolute discretion of EXQUISIT WEBDESIGN and can change without notice to you. The price that you will be charged for a renewal or a restore can always be reviewed by logging into your account at EXQUISIT WEBDESIGN.

Renewal and Expiration Notices for gTLDs. Domain renewal notifications are sent to the registered owner of the Registered Name (Registrant) of expiring domain via the Registrant's respective email address (as provided on the domain name's whois contact information) over three separate notices. The first email is sent out approximately one month prior to a domain's expiration date. A second email is sent out approximately one week prior to a domain's expiration date. And if a domain expires and is not renewed or auto-renewed, a third and final email is sent to the Registrant on the fifth day post expiration.

Registry Renewal Policies. You agree to follow and be bound to the respective Registry renewal policy for the domain name you are renewing as provided for by the Doman Policies.

Expiration of Domain Name. The renewal of any Registered Name is solely and completely your responsibility alone. Registered Names that expire will be removed from the respective Registry's root zone file and will no longer resolve. You acknowledge, understand, and agree to release and hold EXQUISIT WEBDESIGN completely harmless against any claim for damage or loss arising from your failure to renew a Registered Name.

Renew Grace Period After Expiration. EXQUISIT WEBDESIGN as it's sole discretion, for some Registered Names, may allow a period of time after the expiration date of the domain name in which you may still renew the Registered Name (Renew Grace Period). Some domain names have no Renew Grace Period and for others the length of time for the Renew Grace Period varies. Failure to renew during the Renew Grace Period will result in the expired domain name being placed on hold and flagged for deletion.

Redemption Period After Expiration. EXQUISIT WEBDESIGN as it's sole discretion, for some Registered Names, may allow a period of time after a Renew Grace Period or after the expiration date for domain names that do not have a Renew Grace Period, to restore or redeem a Registered name that has been placed on hold and flagged for deletion. The Redemption period is typically 30-days, but can vary and is subject to change at anytime without notice. EXQUISIT WEBDESIGN will only restore a Registered Name during this period upon receiving a written notice (either by email or fax) from you along with payment of the applicable restore fees.

Deletion of Domain Name. Domain names are deleted immediately after a Registered Name's expiration date, however, for those domain name with a Renew Grace Period and/or a Redemption Period enabled by EXQUISIT WEBDESIGN, the Registered Name will delete after the end of the respective period. Deleted domain names will be released by the respective registry and will then become available for registration on a first-come-first-served basis.

Registry Renewal Grace Periods and Redemption Grace Periods. These periods can vary for different ccTLDs and gTLDs. You agree to follow and be bound to the respective Registry policy for the domain name you are renew or redeem as provided for by the Doman Policies.

5. Domain Name Dispute Resolutions

Domain Name Dispute Policies. You acknowledge, understand, and agree to respond and settle any disputes for any Registered Names in your account according to the resolution policies of the respective ccTLD registry or ICANN. In the case of ICANN, you agree to be bounded by ICANN's Uniform Rapid Suspension System ("URS") and Uniform Domain Name Dispute Resolution Policy („UDRP“). These dispute polices are amended from time to time therefore the domain policies, URS, and UDRP are hereby incorporated into this Agreement by reference.

Lock, Cancel or Transfer of Domain Name. You acknowledge, understand, and agree that EXQUISIT WEBDESIGN may be required to lock, cancel or transfer a domain to a third party in accordance to the Domain Name Dispute Policies. In the case of an UDRP action against you, unless you respond and provide evidence within ten days of an Administrative Panel's decision, where you commence a counter lawsuit against the complainant in a Mutual Jurisdiction regarding the right to use the disputed domain name, the domain name in question may be locked, cancelled, or transferred to a third party.

For the adjudication of disputes concerning or arising from use of a domain name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of your domicile and (2) where Registrar is located.

You agree that if a dispute arises as a result of one (1) or more domain names you are the Registered Name Holder with EXQUISIT WEBDESIGN, you will indemnify, defend and hold EXQUISIT WEBDESIGN harmless as provided for in this Agreement. You also agree that if EXQUISIT WEBDESIGN receives a complaint from a governmental, administrative or judicial body, regarding a domain name registered by you using EXQUISIT WEBDESIGN, that EXQUISIT WEBDESIGN, in its sole discretion, may take whatever action EXQUISIT WEBDESIGN deems necessary regarding further modification, assignment of and/or control of the domain name deemed necessary to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled. And in this event, you agree to hold EXQUISIT WEBDESIGN harmless for any such actions.

6. Collection, Use, and Privacy of Information

Registry Operator Rights to Contact Information. You acknowledge, understand and agree that domain name registrations requires your customers to provide correct and accurate contact information, in whole or in part, and this contact information is to be shared with the registry operator, for their use, copying, distribution, publication, modification and any alternate use provided for in their respective Registry policies. You agree to disclose the Registry Operator's rights and obtain consent from your customers to provide to you correct and accurate contact information and consent that such information will be shared by the registry operator for whatever use the registry operator deems appropriate.

ICANN Whois Requirements. As required by ICANN, the contact information must be made publicly available by means of Whois, and that the registry operator may also be required to make this information publicly available by Whois and you agree to disclose and obtain consent by your customer for the following: If you are a Reseller of the Services you understand and agree that you have obtained consent, and evidence of consent, from your clients (individuals, businesses, and legal entities) for making public their domain registration information as well as use of their information pursuant to ICANN policy:

Whois Directory. Your customer to agree that for each domain name registered by the customer the following information will be made publicly available in the Whois directory as determined by ICANN Policy and may be sold in bulk as set forth in the ICANN agreement:

- (1) The domain name
- (2) Your name and postal address
- (3) The name, email address, postal address, voice and fax numbers for technical and administrative contacts
- (4) The Internet protocol numbers for the primary and secondary name servers (and corresponding names of the name servers)
- (5) The original date of registration and expiration date, and
- (6) The identity of the registrar.

Whois Escrow. Your customer to agree that the Registrar and/or the Registry Operator of a domain name may be required to archive the contact information with a reputable third-party escrow service.

Use of Whois: Your customer to agree that EXQUISIT WEBDESIGN may use of the public information you provide during the registration of a domain name to the extent permitted by ICANN

Whois Requirement for Resellers. If you are a Reseller of the Services you understand and agree that you have obtained consent, and evidence of consent, from your clients or Registered Name Holders (individuals, businesses, and legal entities) for making public their domain registration information as well as use of their information pursuant to ICANN policy.

gTLD Registry Requirements. You acknowledge and agree to be bound to the privacy and collection policies of individual gTLD registry operators provided under the gTLD Domain Name Registry Policies.

ccTLD Registry Requirements. You acknowledge and agree to be bound to the privacy and collection policies of individual ccTLDs registry operators for domain names that provided under the ccTLD Domain Name Registry Policies.

Consent of Personal Data. You hereby consent and give permission for all such requirements and disclosures in this Section of this Agreement. Further, you represent and warrant that, if you are providing information about a third party, you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure. And you understand that the Registrar will not process data in a way that is incompatible with this Agreement and the Registrar will take reasonable precautions to protect data from loss, misuse, unauthorized access or disclosure, alteration, or destruction. You acknowledge and accept these additional terms for your Personal Data:

- (1) You understand the purposes which Personal Data collected and its intended use;
- (2) You understand the intended recipients or categories of recipients of the data (including the Registry Operator and others who will receive the data from Registry Operator);
- (3) You understand which data are obligatory and which data, if any, are voluntary;
- (4) You understand how the data can be access and, if necessary, rectified.
- (5) You understand and consent to the data processing knowing that that the Registrar will not process data in a way that is incompatible with this Agreement and the Registrar will take reasonable precautions to protect the Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

7. Payment of Fees

EXQUISIT WEBDESIGN Universal Terms of Service – Pricing and Payment. You understand and agree to pay all prices and fees (Payment) due for Services in accordance with the EXQUISIT WEBDESIGN Universal Terms of Service.

Security of Payment. You also understand and agree that if your Payment for the Services cannot be secured by EXQUISIT WEBDESIGN by either having sufficient and confirmed funds in your EXQUISIT WEBDESIGN Account or in your Reserved Funds balance (monies withdrawn and held from your account balance in preparation of payment of some types of Services), EXQUISIT WEBDESIGN is under no obligation or requirement to process your domain registration or domain renewal transaction. You also agree and confirm to indemnify, save and hold EXQUISIT WEBDESIGN harmless in respect to all claims, demands,

liabilities, costs and/or expenses resulting your failure to secure payment with EXQUISIT WEBDESIGN.

Chargebacks and Reversal of Confirmed Account Funds. You agree that registration, renewal and use of any of the Services, including domain names, is contingent the original Payment being legitimate and permanent. You agree that any payment reversal due to credit card chargebacks or through a reversal of account funds means that the original Payment was illegitimate and you therefore have no claim or right to the Services or use of the Services associated with the illegitimate Payment and that EXQUISIT WEBDESIGN has the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion.

8. Breach of Agreement and Suspension of Services

Rights to Deny, Cancel, Transfer, Lock, Alter, Suspend. You acknowledge and agree to disclose and obtain consent from your customers that EXQUISIT WEBDESIGN, Registrar and any respective Registry reserves the right to deny, cancel, transfer, or alter any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion for the following:

- (a) To correct mistakes made by registry or any registrar in connection with a domain name registration
- (b) To facilitate the transfer of domain from one registrar to another;
- (c) The non-payment or reversal of fees (Payment)
- (d) To protect the integrity and stability of a registry
- (e) To comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process
- (f) To comply with any applicable ICANN rules or regulations, including without limitation, the registry agreement;
- (g) To avoid any liability, civil or criminal, on the part of registry operator, as well as its affiliates, subsidiaries, officers, directors, and employees
- (h) An occurrence of any of the prohibited activities described in Section 3.5
- (i) For the resolution of a dispute.

Breach of Agreement. Your right to resell the Services is subject to cancellation or suspension for unresolved breaches of this Agreement and/or suspension or cancellation is required by any policy now in effect or adopted later.

Complete Compliance. You acknowledge, understand and agree that your failure to comply completely with this Agreement is a material breach and EXQUISIT WEBDESIGN may provide you with notice of such breaches either in writing or electronically (i.e. email) for which you will have ten (10) calendar days to rectify the breach. Failure to rectify a breach may result in termination of this Agreement which may include, but is not limited to, cancelling the registration of any or all of your domain names and discontinuing any other Services provided to you by EXQUISIT WEBDESIGN. No fees will be refunded to you should your Services be cancelled or terminated because of a breach.

Mit der Registrierung einer gTLD, herausgegeben durch die ICANN, stimmen Sie den folgenden Bestimmungen zu:

[Registrant Rights and Responsibilities](#)
[Restored Name Accuracy Policy](#)
[Uniform Domain Dispute Resolution Policy \(UDRP\)](#)
[Privacy Policy](#)