

MARKETPLACE SERVICE TERMS AND CONDITIONS OF SUPPLY

General provisions

These Terms and Conditions of supply, together with the documents referred to in Art. 2 below, govern the contractual relationship which is established between Namecase GmbH, whose registered office is in Markt 10-12, 53111 Bonn, Germany (also referred to as "Namecase" or "Provider") and the Customer for the supply of the Marketplace service as described below.

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1. Definitions

Where mentioned in the Contract the terms below have the following meanings:

24/7/365: acronym used in the Contract to indicate the continuity of the Services 24 hours a day, seven days a week, 365 days a year.

Customer: the natural or legal person that signs the Contract.

Activation confirmation: the notification to confirm the activation of the Service.

Terms and Conditions: these Terms and Conditions for the supply of the Marketplace service.

Contract: the set of documents referred to in Article 2.

Login details: login and password assigned by Namecase to the Customer.

Confidential information: (i) the information relating to the Provider and deemed or classified as confidential and/or private by them, which the Customer has become aware of for any reason related to the implementation of the Contract and/or (ii) the information relating to the Provider which, by its nature, content or the circumstance in which it is

disclosed, would normally be regarded as such. In this regard, as an example but not limited to such. Namecase's confidential information is all the services, features, configurations and technical information on the Service, quotations, audit or security reports and development plans for the product.

Commission: the fee for the Service that the Customer that intends to sell one or more domain names authorises Namecase to retain in their favour at the time of the conclusion of the sale and posted to the page https://nidoma.com/it/marketplace/add_domains or, alternatively if applicable, the document containing such characteristics submitted by Namecase to the Customer in the case of separate, specific and different agreement by the Parties.

Dashboard: the unique area for each Customer, for managing all of the services delivered by Namecase which the Customer can access with their Login details on the home page www.nidoma.com.

Parties: Namecase and the Customer.

Usage Policy for Namecase's services: the document issued by the Provider and published on the page <https://nidoma.com/it/service/cgs> where the behavioural rules and limits of use of the Service which apply to all Customers are indicated.

Namecase Privacy Policy: The document issued by the Provider and published on the page <http://nidoma.com/it/service/privacy> which describes the method of processing Namecase Customers' personal data and contains the information provided under the existing legislation on personal data protection.

Service: The Marketplace service consisting of access to an electronic commerce platform made available by Namecase at the address <https://nidoma.com/it/marketplace/search> that allows the Customer to put on sale and/or acquire, with the options shown at the address https://nidoma.com/it/marketplace/add_domains, one or more domain names paying, on successful completion of the transaction, the Commission if due to the Provider.

Technical Specifications: The information published on the pages, <https://nidoma.com/it/service/sell>, containing the technical characteristics of the Service.

2. Structure of the Contract

The Contract comprises the documents listed below:

- The Supply Terms and Conditions
- The Technical Specifications
- The Usage Policy for Namecase's Services
- The Namecase Privacy Policy

3. Purpose of the Contract

3.1 The purpose of the Contract is the provision to the Customer of the Service with the technical and economic features, of the type and with the methods indicated on the site <https://nidoma.com>, including those concerning the

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procedures for the sale/acquisition of the domain name through the Service itself.

3.2 Sale/acquisition offers for the domain name made by the Customer through the Service are binding on the offeror for 7 consecutive days from the day on which the offer was published via the Service itself.

Any service that is additional to those covered by the Contract may be provided, following a feasibility study, upon specific request by the Customer subject to terms, conditions and fees to be agreed.

4. Finalising the Contract

4.1 The Contract becomes effective as of the date of its acceptance by the Customer, followed by sending the Activation Confirmation containing Login details for access to the Service. It is understood, however, that the use of the Services by the Customer confirms acceptance of all contractual terms and conditions.

4.2 The Customer acknowledges and accepts that a contract is concluded whose only valid and effective version is that in German, while the other versions provided by Namecase in any other foreign language are put at the Customer's disposal only as a courtesy.

5. Activation and delivery of the Service

5.1 The Customer is obliged to perform any services due from them for the purposes of activation of the Service; delays due to the failure to act of the Customer will not be attributable to Namecase. In any case, the Customer will be informed of any delays in the activation of the Service.

5.2 The Service will be delivered until the end of the Contract.

5.4 It is expressly understood that Namecase is not subject to any general obligation of monitoring, it therefore neither checks nor supervises the conduct or actions of the Customer using the Service and neither checks nor supervises the information and/or data and/or content howsoever processed by the Customer or by their representatives and/or collaborators with the Service itself. In any case Namecase is and remains alien to the activities that the Customer carries out in full autonomy by remote access via the internet using the Login details to access the Service. In every case, the Customer once they have access to the Service is the sole controller, according to the current legislation on protection of personal data, of the processing of any data entered and/or processed by the Service for the entire duration of the Contract.

5.6 Namecase will not under any circumstances assume responsibility for the information, data, content entered or transmitted and in any way processed by the Customer through the Service and generally for the use made by the same of the above-mentioned Service and reserves the right to take any initiative and action to protect its rights and interests, including the communication to the parties involved of data to allow the identification of the Customer.

5.7 The Customer acknowledges and agrees, now for then, that any change in sales prices or option chosen and/or the cancellation of one or more domain names will be published through the Service and will become effective within 48 (forty-eight) hours after it is published.

6. Duration of the Contract

6.1 The Contract will last for an indefinite period from the date of activation of the Service.

6.4 Without prejudice to other possible causes of termination governed by the Contract, either Party may withdraw from it in writing in the manner referred to in Article 13 below. At the end of the Contract for any due cause, the Service will be deactivated and the Parties will be freed from their reciprocal obligations.

6.5 The Customer acknowledges that after the termination of the Contract they can no longer recover any data and/or information and/or content entered and/or processed by them via by the Service and undertakes, now for then, to obtain promptly before the final termination of the Contract a copy of such data and/or information and/or content. In any case, regardless of the reason for the termination of the Contract the Customer exonerates, now for then, Namecase from any loss or total or partial damage to data and/or information and/or contents entered and/or processed by the Customer using the Service. The restoration of any data and/or information and/or content entered and/or processed by the Customer on reactivation of the Service after concluding a new Contract remains the sole responsibility of the Customer.

7. Fees, top-ups, payment terms/methods, guarantees

7.1.1 The Customer acknowledges and agrees that the consideration for the purchase and/or sale will be acquired from Namecase via a fiduciary service chosen by the same (escrow service). In the event of a sale of one or more domain names by the Customer, unless subject to a specific, separate and different agreement between the Parties, the Customer authorises Namecase to withhold the Commission from the amount due to them from the buyer through the Service.

7.1.2 The amounts indicated by the Customer for the sale through the Service are deemed inclusive of VAT that, as well as any other tax liability arising from the execution of the Contract is the Customer's responsibility.

7.2 Each transaction made by the Customer will show its own identification number, on the successful outcome of which Namecase will issue the relevant invoice within the month in question for the amount due as the fee. All amounts paid by the Customer will be invoiced by Namecase. In any case, the Customer absolves the Provider, now for then, from any and all liabilities resulting from the transactions or payments effected.

7.3 The Customer expressly acknowledges and accepts that the invoice will be transmitted and/or made available to them electronically.

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7.4 If the Service is offered as a free promotion, the provisions of these Supply Terms and Conditions relating to the payment of the fee shall not apply until the deadline agreed between the Parties.

7.5 Due to exclusive opportunity assessments carried out by Namecase, the latter reserves the right to ask the Customer, either before or after the finalisation of the Contract, for the provision of suitable means of guarantee and/or procedures and/or specific payment terms for the fulfilment of the Customer's obligations arising from the same.

8. Late or missed payments

8.1 The Customer may not raise disputes of any kind if they are in arrears with payments and/or have not provided the relevant documentation to Namecase

8.2 In the event where, for whatever reason, the payment made by the Customer is invalid or is revoked or cancelled by the Customer, or is not carried out, confirmed or credited to Namecase within 7 (seven) days from the date of the same, the latter reserves the right to immediately suspend and/or interrupt the activation and/or the supply of the Service if already activated and/or the Dashboard. During the suspension of the Service and/or the Dashboard, for whatever reason, the Customer will not have access to the data and/or information and/or content entered, transmitted and/or processed by them through the Service.

8.3 If the payment is not received within 3 (three) days of the suspension of the Service and/or the Dashboard, Namecase will proceed with the definitive interruption of the Service and/or definitive cancellation of unpaid orders and/or of the Dashboard if possible in the absence of further active services.

9. Namecase's obligations and limitations of liability

9.1 Namecase guarantees the Customer the supply and use of the Service 24/7/365 in compliance with what is laid out in the Technical Specifications and in the Contract.

9.2 Namecase's obligations and responsibilities to the Customer are solely those defined by the Contract, therefore in the event of any breach or default attributable to Namecase, it will not be liable for an amount higher than 1% of the fee paid by the Customer for the transaction involved in the harmful event. Any other indemnity or compensation to the Customer for direct or indirect damages of any nature and type is expressly excluded, now for then.

9.6 Namecase does not assume, under any circumstances, any responsibility for the information, data and the contents entered or transmitted and howsoever processed by the Customer through the Service and in general for the use made by the same of the Service, and in every case reserves the right to take any initiative and/or action to protect its rights and interests, including the communication to the parties involved of data to enable the identification of the Customer.

9.7 It is understood, and the Customer acknowledges and accepts, that Namecase is not responsible in any way for damage sustained by the Customer and/or by third parties, directly or indirectly, as a result of using the Service.

9.8 In the event that the Customer is a public administration body, Namecase assumes all the obligations of traceability of financial transactions established under the applicable legislation.

9.9 Namecase reserves the right to periodically change the Login details for the Service, which will be promptly communicated to the Customer by e-mail.

9.10 Namecase assumes obligations for procedures and not results therefore it cannot be held liable for any direct or indirect damage suffered by Customers as a result of errors in the data provided by them to Namecase, nor for the non-assignment of the domain name to the Customer for any reason. Namecase does not guarantee that the Service is perfectly suitable for particular purposes or, in any case, for the Customer's requirements.

9.11 Namecase is committed to ensuring the best operation of the system but does not assume any liability towards either the Customer or third parties for delays, malfunctions, suspension and/or interruption of the delivery of the Service due to causes not attributable to it, such as for example but not limited to:

- a) unforeseeable circumstances, catastrophic events or force majeure;
- b) actions of third parties including suppliers of Namecase;
- c) malfunction or non-compliance of connection devices the Customer is provided with or in any case of those used by them;
- d) tampering with or interventions on the services or the equipment performed by the Customer or by third parties not authorised by Namecase;
- e) faults and malfunctions of machines and software, whether owned by Namecase or its suppliers.

9.12 In case of full or partial violation of one of the obligations assumed by the Customer under this Contract, Namecase reserves the right, at its discretion, to suspend the delivery of the Service, that is to exclude from it the individual domain names directly or indirectly involved in the violation.

10. Customer's obligations and rights

10.1 The Customer has the right to use the Service 24/7/365 according to the Technical Specifications and as indicated in the Contract and acknowledges that, in any case of a breach or default attributable to Namecase, the latter will not be liable for an amount higher than 1% of the fee paid by the Customer for the transaction affected by the harmful event. Any other indemnity or compensation to the Customer for direct or indirect damage of any nature and type is expressly excluded, now for then.

10.2 The Customer guarantees, in accordance with and for the effects of current legislation, including criminal, that the data, contact details and information provided to Namecase

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for the purposes of finalising the Contract are accurate, truthful, up to date and such as to allow their identification, and agrees to notify Namecase, via the following link <http://nidoma.com/it/customer/profile?tab=helpdesk>, of any change thereto, in the knowledge that any failure to meet this obligation may lead to consequences involving, for example but not limited to, the revocation of the domain name. Namecase reserves the right to verify such data and/or information requesting additional documents that the Customer undertakes, now for then, to transmit. In any case, the Customer is and remains solely responsible in criminal and civil law for having acted in any way or attempted to act in such a way that will impair or prevent their identification. The Customer will be considered solely responsible for any damages suffered and to be suffered by Namecase and/or by third parties, and in any case agrees from now on to indemnify and/or hold Namecase harmless from any claim, action, and/or request for compensation or damages that might be submitted by anyone against it.

10.3. For domain names offered for sale through the Service the Customer declares, now for then, that they are their rightful owner and in every case they have received all the relevant formal powers and/or permits necessary and required by current regulations to carry out the aforementioned activity, with that relieving and/or holding harmless Namecase from any claims, actions and/or request for compensation or damages that might be submitted by anyone against them.

10.4 Namecase will not be in any way liable for all the damages suffered and to be suffered by the Customer and/or by third parties if, in the course of the transaction, the domain name offered for sale through the Service shall be withdrawn from sale or be transferred to third parties. In such cases, without prejudice to the action of the Customer against the seller, Namecase shall be obliged to reimburse the purchasing Customer what has been received for the purposes of the transaction.

10.5 Without prejudice to the provisions concerning the processing of the personal data the Customer guarantees, with reference to the third party data processed by the Customer when using the Service, to have previously provided them the information required by the relevant legislation on personal data protection and to have received their consent to the processing. Nevertheless, it is understood that the Customer is, with respect to this data, the independent Controller of the processing and assumes all of the obligations and responsibilities related to it releasing Namecase, in accordance with Art. 10.16 below, from any dispute, claim or request made by third parties regarding such possible processing. In any case once the Customer has had access to the Service they are the sole controller, under the existing legislation on personal data protection, of the processing of any data entered and/or processed via the same Service.

10.6 The Customer declares having all the technical knowledge required to ensure the correct use, administration

and management of the Service and in any case acknowledges and agrees that the processing of data and/or information and/or content that they have implemented by means of the aforementioned Service and its subsequent dissemination on the internet network via the same Service have been performed solely at the Customer's own risk and under their responsibility.

10.7 The Customer acknowledges and agrees that any operation performed by means of the Service is presumed to be carried out by the Customer themselves and that the knowledge by third parties of the Login details and/or additional codes assigned to the Customer by Namecase may allow the latter to use the Service illegitimately and to access the information and/or content or data processed by it. Therefore, the Customer undertakes to store and use the aforementioned Login details/codes with the utmost confidentiality and care and to ensure that they are changed periodically with a frequency not less than every 3 (three) months, as well as to inform Namecase promptly of any unauthorised use of the same or any other security breach identified.

10.8 The Customer also:

- a) declares having the right to use and/or in every case the legal availability of the domain name put on sale through the Service and in any event to do everything necessary not to harm, with the registration and/or with the domain name itself, Namecase, its policies or the rights and/or interests of third parties;
- b) declares to have verified that the domain names offered for sale through the Service are the exclusive property of the seller and that in any case they do not infringe nor violate the rights/interests of third parties;
- c) declares that in case of documented violation of/injury to the rights/interests of third parties Namecase may exclude from the Service the domain names through which the said violation/injury occurs;
- d) undertakes to use the Service only for legitimate purposes and allowed by the legal provisions applicable in each case, by uses and customs, by rules of diligence and in any case without infringing any rights of third parties, taking all responsibility in this regard. The Customer declares, also, to be the sole administrator of the Service and as such claims to be solely responsible (i) at their own risk, for the management of data and/or information and/or content processed by them via the Service, the security of the same, their updating, their saving and the carrying out of every other activity deemed useful or necessary to ensure the integrity of the same, committing themselves, for such purposes, to apply, at their own expense and care, suitable and appropriate security measures; (ii) for the content of the information and the data that is accessible and/or made available via the Service and for any reason transmitted, distributed or made available online by the Customer; (iii) for malfunctions of the Service for any use not conforming to the Usage Policy for Namecase's Services; (iv) for the loss or disclosure of the codes to use the Service or other codes

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assigned to them by Namecase; (v) for the management of access to their Dashboard (any connection, change to the Service or order performed via the Customer's Dashboard is deemed to be performed by the Customer themselves).

e) undertakes to complete the transfer of the domain name created through the Service using exclusively the contract model available on page _____;

f) undertakes, once the agreement for the sale of the domain name is concluded, to do everything necessary to carry out and complete its transfer;

g) acknowledges and agrees that if the domain name sold/bought has an extension managed by Namecase, it will be transferred by the same Namecase to the buyer using the personal data provided at the time of purchase;

h) acknowledges and agrees that, in the absence of written communication from the Customer valid and effective from the day after its receipt, Namecase is entitled to publish all transactions on domain names concluded through the Service.

10.11 The Customer must have, at their own expense and under their own responsibility, all the equipment (by way of example but not limited to for telephoning, data sending, processing and programs) appropriate and necessary to access and use the Service. Namecase does not offer any guarantees regarding the compatibility of the equipment and programs (hardware and software), or the applications used by the Customer with the Service, even if made available by Namecase, as all the relevant checks are the exclusive responsibility of the Customer.

10.12 With regards to confirmation of all the operations carried out by the Dashboard the Customer acknowledges and accepts, for themselves and for the third parties which it has allowed to use the Service, for any reason, that only the authentic Namecase LOGS kept in accordance with the law, as indicated in the Namecase Privacy Policy will be deemed as providing confirmation. The Customer is solely and exclusively responsible for any other operation performed by themselves or by third parties or directly by these, in the use, management and administration of the Service; for the purposes of these operations they agree to:

a) comply or to make third parties comply with the legislation in force each time applicable to them, including that on personal data protection;

b) to release and hold Namecase harmless from any direct or indirect request or claim for damages, of any nature and type, from anyone who instigates proceedings in this regard.

10.13 The Customer, as of now, consents to Namecase being able to assign the Contract to Third Parties and/or transfer, in whole or in part, its rights and/or obligations arising from the Contract to third parties.

10.14 The Customer acknowledges that the Internet cannot be controlled by Namecase and that due to the unusual structure of the network itself it is not possible to guarantee its performance and its functionality nor to check the content of the information transmitted through it. For this reason no

liability can be attributed to Namecase for the sending or receiving of illegal information of any nature and type.

10.15 The Customer assumes, exclusively, all liability that derives from the ownership, use, management and content of the domain and agrees, now for then, to indemnify and hold Namecase harmless from any and all requests and/or claims by a third party for damage caused by or through the use of the Service. The Customer shall bear all the costs, damages and charges, including any legal costs, which could result from these liability actions and agrees to inform Namecase if such action is expected to be instigated against it.

11. Support and maintenance

11.1 Technical support is exclusively offered within the times and in the manner indicated on the website <http://nidoma.com/it/service/howto>. The Customer is required in any case to promptly notify Namecase of any irregularities or malfunctions that they detect with respect to the Service. Namecase will make every reasonable effort to take responsibility for the problems reported by the Customer as soon as possible.

11.3 Namecase reserves the right to suspend or terminate delivery of the Services in the event of technical operations for maintenance. In this case the Customer will be notified by email with 7 (seven) days' notice; said notification will also indicate the timeframe for recovery.

12. Suspension of the Service

12.1 Without prejudice to the application of Art. 13 and 14 shown below, Namecase, at its sole discretion and without the exercising of this right implying that there is breach or violation of the Contract, reserves the right to suspend or interrupt the Service, even without any prior notice, in the event where:

a) the Customer is in default or infringes even one of the provisions contained in the Contract, including those contained in the Usage Policy for Namecase's Services and in the Namecase Privacy Policy;

b) the Customer fails to wholly or partially comply with Namecase's requests or in any event, their behaviour is such as to induce the founded and reasonable fear that they may not be fulfilling the obligations of the Contract or responsible for one or more breaches of its provisions;

c) there are well-founded reasons to believe that the Service is being used by unauthorised third parties;

d) there are cases of force majeure or circumstances which, at the sole discretion of Namecase, require emergency interventions or interventions relating to the resolution of security problems, danger to the entire network and/or persons or property; in this case, the Service will be restored when Namecase, at its sole discretion, decides that the reasons that caused its suspension/interruption have been removed or eliminated;

e) the Customer is involved, in any way, in any judicial or non-judicial proceedings of a civil, criminal or administrative

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nature and in any case in which the said dispute concerns the domain name registered, its contents, the related email inboxes or acts and behaviour carried out through the same. In these cases, Namecase reserves the right to renew, at its discretion and purely by way of courtesy and therefore without implying any obligation in relation to the Customer or third parties by doing so, the registration of the domain name with the competent authority for one or more years while, however, maintaining the measures previously adopted. The legitimate assignee of the domain name affected by the dispute will be able to obtain it upon payment to Namecase of the price of the renewal(s) on the above terms.

f) it is required by the judicial authorities;

g) if properly explained reasons of security and/or guarantee of confidentiality occur;

h) the Customer is using faulty or uncertified equipment, or malfunctions occur which may damage the integrity of the network and/or disrupt the Service and/or generate risks to the physical safety of people and property.

In any case of suspension of the Service due to the Customer's actions the right to action by Namecase for compensation for damages shall not be affected.

12.2 Namecase is committed to ensuring the best functionality of the system but does not assume any liability in respect of either its Customers or third parties for delays, malfunctions, suspension and/or interruption in the provision of the Service due to causes not attributable to it, such as by way of example but not limited to:

a) unforeseeable circumstances, catastrophic events or force majeure;

b) actions of third parties including suppliers of Namecase;

c) malfunction or non-compliance of connection devices the Customer is provided with or in any case of those used by them;

d) tampering with or interventions on the services or the equipment performed by the Customer or by third parties not authorised by Namecase;

e) faults and malfunctions of machines and software, whether owned by Namecase or its suppliers.

12.3 In any case of suspension of the Service due to the Customer's actions the right to action by Namecase for compensation for damages shall not be affected. During the suspension of the Service, for any reason, the Customer will not have access to data and/or information and/or content entered and/or processed by them through the Service. It is understood that in these cases, Namecase will not be liable for any loss, damage or injury suffered and/or to be suffered by the Customer and/or by third parties, whether directly or indirectly, foreseeable or unforeseeable events, including by way of example but not limited to financial, business, revenue and profit and/or goodwill losses; therefore, the Customer acknowledges and agrees that they cannot claim anything from Namecase by way of compensation, indemnity, reimbursement or similar.

13. Withdrawal

13.1 The Customer whether they qualify as a "consumer", identified, in accordance with the relevant legislation on the matter, in the natural person acting for purposes not related to their business or professional activities, or not qualified as a "consumer", will always have the right to terminate the Contract at any time without penalty and without giving any reason, through written notice with a copy of their identity document enclosed, sent by registered mail with acknowledgement of receipt to Namecase GmbH, Markt 10-12, 53111 Bonn, Germany. The communication can be sent by telegram, telex or fax, provided that it is confirmed by registered letter with acknowledgement of receipt within 48 hours. The withdrawal will be effective from the date of receipt of such notification by Namecase, legitimising Namecase to deactivate the Service.

13.2 Namecase reserves the right to withdraw from the Contract at any time and without stating its reasons, after providing written notice to the Customer, with at least 15 (fifteen) days' notice, except in the case where

(i) events caused by force majeure occur;

(ii) the Customer is entered in the register of protests, has been declared insolvent or has been declared or is subject to insolvency proceedings;

(iii) is in default for any reason vis a vis Namecase, including for Contracts other than this one;

whereby Namecase reserves the right to terminate this Contract with immediate effect.

13.3 After the period indicated above, the Contract shall be considered dissolved and/or terminated and Namecase may at any time deactivate the Service without further notice. In any case, any further liability of Namecase for exercising the right of withdrawal and/or for loss of use of the Service by the Customer, or the consequent right of such to claim any other reimbursement or compensation or damages of any type and kind is explicitly ruled out.

14. Express termination clause – termination for default – termination conditions

14.1 Without prejudice to the provisions in other clauses of the Contract, the same shall be deemed automatically terminated in law and with immediate effect if the Customer does any of the following:

a) breaches the obligations laid down in Articles 10, 16 and 17 of these Terms and Conditions of supply as well as the provisions laid down in documents which they reference;

b) violates the Usage Policy for Namecase's services;

c) performs any illegal activity while using the Service;

d) gives up all or part of the Contract to third parties without the prior written consent of Namecase.

14.2 Furthermore, in case of failure to meet the obligations under the Contract, Namecase reserves the right to send the Customer, at any time, a formal notice to comply with such obligations within 15 (fifteen) days of receipt of the registered letter with acknowledgment of receipt.

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14.3 As of the date of termination of the Contract, which occurs in the cases referred to in this article, the Service will be deactivated without any notice. In such cases, the Customer acknowledges and accepts that Namecase shall be entitled to charge the Customer for any additional costs that it has had to bear, in each case without prejudice to its right to compensation for any damages suffered.

15. Amendments to Contract and/or Namecase Policies

15.1 The Customer acknowledges and accepts that the Service which is the subject of the Contract is characterised by constantly changing technology, for which reason Namecase reserves the right to improve the technical and economic features of the Service and the instruments related to it and to vary the terms of the Contract at any time, even after signing, without this leading to obligations of any kind towards the Customer.

15.2 If, even in circumstances beyond Namecase's control (by way of example but not limited to increases in electricity costs, changes in legislation or provisions and/or regulations of the authority in question involving more charges for Namecase, etc.), changes to the assumptions used in the formulation of economic and/or contractual conditions for the provision of the Service, Namecase reserves the right to amend these conditions unilaterally including, but not limited to, fees, commissions on collection, the billing frequency or the terms and method of payment, providing the Customer with 30 (thirty) days' written notice. If the Customer does not intend to accept the above changes including those relating to the fee, they may exercise, during the above-mentioned term, the right to withdraw from the Contract with written notice to be sent by registered mail with acknowledgment of receipt to Namecase GmbH, Markt 10-12, 53111 Bonn, Germany. If the Customer fails to exercise the right of withdrawal in the timescales and manner indicated above, the changes will be understood as definitively acknowledged and accepted.

15.3 Notwithstanding the above, Namecase may change the technical features, systems and resources as a result of normal technological evolution of hardware and software components ensuring the Customer the same functionality.

15.4 If Namecase makes technical/economic changes that hinder or worsen performance and/or economic value, or amends the terms of the Contract in any part, the Customer will be notified of said changes via email or publication on the website <http://nidoma.com>. These changes will take effect after thirty (30) days from the date of their communication. In the same time period the Customer will be able to exercise the right to withdraw from the Contract with written notice to be sent to Namecase GmbH, Markt 10-12, 53111 Bonn, Germany.

If the Customer fails to exercise the right of withdrawal, according to the terms and procedures indicated above, any changes shall be interpreted as definitively acknowledged and accepted. Notwithstanding the above, Namecase may change

the technical features, systems and resources as a result of normal technological evolution of hardware and software components guaranteeing the Customer the same functionality.

15.5 Namecase reserves the right to modify at any time the Usage Policy for Namecase's services and the Namecase Privacy Policy due to requirements specified in paragraph 1 or in compliance with legal provisions; also in this case the Customer may exercise the rights provided for in paragraph 2.

16. Copyright and licensing

16.1 The Customer shall use the Service in compliance with the intellectual and/or industrial property rights of Namecase as indicated in the Usage Policy for Namecase's services. The software like any other copyright or intellectual property rights is the exclusive property of Namecase and/or its licensors, so the Customer does not acquire any rights or title in this regard and may use them only during the period of validity of the Contract.

16.2 In the case of licenses provided by third party suppliers through Namecase, the Customer acknowledges that they have read the terms and agrees to use the software in accordance with the procedures set out on the relevant websites exclusively for their personal use. The Customer agrees to accept and abide by the terms of the said licenses. The Customer declares to be aware that licenses exist between the Customer and the owner of the copyright on them to the exclusion of any liability of Namecase.

17. Security of the information

The Customer agrees, now for then, not to disclose or make available in any way to third parties confidential information known or managed in relation to the execution and/or implementation of the Contract without specific written consent from Namecase.

18. Final provisions

18.1 The Contract cancels and replaces any other previous agreement made between Namecase and the Customer attributable for any reason to the same Login details and concerning the Service and constitutes the final and total manifestation of the agreements concluded between the parties on the subject. No modification, addendum or clause in any way added to this Contract shall be valid and effective between the parties unless specifically and expressly approved in writing by both. In case of special agreements with the Customer they must be formulated in writing and will constitute addenda to these Terms and Conditions.

18.2 In no case may any breaches and/or behaviour by the Customer at variance with the Contract be considered as an exception to the same or tacit acceptance thereof, even if not disputed by Namecase. Any failure by Namecase to exercise

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or assert any right or provision of the Contract will not constitute a waiver of such rights or provisions.

18.3 Unless expressly stated otherwise in the Contract, all communications to the Customer may be carried out by Namecase by hand, by mail, certified or not, by registered letter with acknowledgment of receipt, regular mail or by fax to the addresses and numbers indicated by the Customer on placing the order and consequently such communications will be deemed known to the Customer. Any changes of addresses and contact details of the Customer, including the address and email given when placing the order, not communicated to Namecase with the procedures laid down by the Contract may not be recognised by Namecase.

18.4 Except for the cases specifically provided for in the Contract, all communications that the Customer wishes to send to Namecase regarding the Contract, including requests for assistance, must be sent by ticket using the procedures indicated on the page:

<http://nidoma.com/it/customer/profile?tab=helpdesk>

18.5 The Contract agreed upon with the Customer will be sent by mail, stored in the computer systems of the Provider and will be transmitted to the Customer on request in the manner indicated in art. 18.4.

18.6 The ineffectiveness and/or invalidity, total or partial, of any clause of the Contract will not entail the invalidity of the other parts, which shall be considered fully valid and effective.

18.7 The Customer acknowledges and agrees that Namecase may disclose to third parties and/or disclose in any form the information relating to the Contract (including but not limited to: transactions made via the Service, the subject, the duration and the name of the Customer) as a commercial reference for the promotion of their own products or services.

18.8 The relationships between Namecase and the Customer established in the Contract should not be deemed as a mandate, representation, partnership or association or other similar or equivalent contractual forms.

18.9 The Customer undertakes not to transfer the Contract to third parties without the prior written consent of Namecase.

19. Complaints

Any complaints about the provision of the Service must be sent to:

Namecase GmbH

Markt 10-12,

53111 Bonn - Germany

by registered letter with acknowledgment of receipt, or forwarded via ticket to the Namecase support department, no later than 7 (seven) days from the time the object of the complaint occurred. Namecase will examine the complaint and provide a written response within thirty (30) days of receipt thereof. In the case of complaints of particular complexity that cannot be resolved in the timescales shown

above, Namecase will inform the Client, within the said maximum timescale, on the progress of the procedure.

20. Extended validity

This clause, the other clauses of these Terms and Conditions set out below as well as the provisions in the documents to which the clauses refer will continue to be valid and effective between the parties even after the termination or cancellation due to any cause or attributable to any Party:

1. Definitions
5. Activation and delivery of the Service
9. Namecase's obligations and limitations of liability
10. Customer's rights and obligations
13. Withdrawal
14. Express termination clause – termination for default – termination conditions
16. Copyright and licensing
17. Security of the information
22. Applicable law, jurisdiction and competent court

21. Processing of Personal Data

21.1 The processing of the personal data provided by the Customer to Namecase for the purpose of implementing this Contract and the subsequent delivery of the Service will be performed in accordance with the regulations in force concerning personal data protection, and with the privacy guidelines issued by Namecase during registration and subject to the consent to the processing of data expressed at this time by the Customer. The data subject to processing, for the purposes of implementing the Contract, may be communicated to third party suppliers of Namecase, established abroad within the European Union and outside the EU in full compliance with what is laid down in the regulations in effect concerning data protection.

22. Applicable law, jurisdiction and competent court

22.1 The Contract shall be governed exclusively by German law, excluding any application of the United Nations Convention on the international sale of goods.

These Conditions have been drafted and prepared in compliance and in accordance with the provisions of current legislation on consumer protection and the regulations on electronic commerce (Implementation of Directive 2000/31/EC on certain legal aspects of information company services, in particular electronic commerce, in the Internal Market); they are considered automatically modified and/or adapted to the provisions relating to subsequent laws and/or regulations.

22.2 For whatever is not expressly provided for in the Contract, the Parties shall refer expressly, to the extent that this is possible, to the existing legislation in effect.

22.3 The German judicial authorities will have sole jurisdiction to resolve and decide any dispute concerning the interpretation and/or execution and/or application of this

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Contract unless the Customer has acted and entered into the Contract as a Consumer for purposes not related to the business or profession carried out. In that case the judicial authorities of the State where the Consumer was domiciled at the time of conclusion of the Contract shall have jurisdiction, except where the Consumer prefers to refer the case to the German judicial authorities.

22.4 When, according to the preceding paragraph 2, the judicial competence to resolve and decide any dispute concerning the interpretation and/or execution and/or application of the Contract is identified:

- a) as falling to the German judicial authorities, the court where the defendant is domiciled or has their registered office will have sole territorial jurisdiction, except in cases where the Customer has acted and concluded the Contract as a Consumer for purposes unrelated to the business or profession practised; in this case the judicial authorities of the Court where the Customer was domiciled when concluding the Contract will have sole jurisdiction, if located in the territory of the German state, otherwise the judicial authorities of the Court where the Provider has its registered office will have sole jurisdiction;
- b) as falling to the judicial authorities of a State other than Germany, the judicial authorities of the Court where the Customer is domiciled will have sole territorial jurisdiction, if located in the territory of the State where they were domiciled when concluding the Contract, otherwise, or if the Customer has preferred to refer the case to the German judicial authorities, the Court where the Provider has its registered office will have sole jurisdiction.