

Conditions for provision of the Marketplace service

General Provisions

These Conditions for provision of the service, together with the documents specified in Art. 2 below, govern the contractual relationship established between Namecase GmbH, with headquarters at Wilhelmstrasse 27, 53111 Bonn, Germany (also "Namecase" or "Supplier") and the Customer for the provision of Hosting services as described below.

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1. Definitions

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

24/7/365: acronym used in the Contract to indicate that the Services are provided 24 hours a day, 7 days a week, 365 days a year.

Buyer: is the Customer who, following registration with Nidoma, purchases the auctioned or marketplace domain name;

Customer: the natural person or legal entity identified in the Order Form.

Fee: the consideration for the Service that the Customer who intends to sell one or more domain names authorises Namecase to retain on conclusion of the sale, as published at https://nidoma.com/en/marketplace/add_domains or, alternatively if applicable, the document containing such characteristics sent to the Customer by Namecase in the event of a separate, specific and different agreement between the Parties.

Activation Confirmation: the notification that confirms activation of the Service ordered.

Conditions: these Conditions for supply of the service

Contract: all the documents stated in article 2.

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

Dashboard: the area, unique to each Customer, for the management of all the services provided by Namecase which the Customer accesses by entering its login details on the home page, <https://nidoma.com>.

Confidential Information: (i) information about the Supplier and deemed or classified by the latter as private and/or confidential, to which the Customer is for whatever reason privy in connection with implementation of the Contract and/or (ii) information about the Supplier which, by its nature, content, or the circumstances in which it is disclosed, would normally be regarded as such. In this regard, but not limited to this, Namecase's confidential information shall be understood to mean all the services, features, configurations and technical information on the Service, quotations, audit or security reports or product development plans.

Parties: Namecase and the Customer.

Namecase Services User Policy: the document drawn up by the Supplier and published on website, <https://nidoma.com/en/service/cgs>, which sets out the rules of conduct and usage restrictions for the Service, which apply to all Customers.

Namecase Privacy Policy: the document drawn up by the Supplier and published on website, <https://nidoma.com/en/service/cgs>, describing the procedures for processing the personal data of Namecase Customers and containing the disclosure made pursuant to current legislation on the protection of personal data.

Service: the Marketplace service consisting of access to an electronic commerce platform made available by Namecase at the link, <https://nidoma.com/en/marketplace/search>, which allows the Customer to put up for sale and/or purchase one or more domain names, with the options specified in the link, https://nidoma.com/en/marketplace/add_domains, by paying the Supplier the Fee, if due, on successful completion of the transaction.

Technical specifications: the information published on the webpages, <https://nidoma.com/en/service/sell>, containing the technical features of the Service.

Seller: this is the Customer who, following registration on Nidoma, sells its domain name within the auction or marketplace.

2. Structure of the Contract

The Contract is comprised of the following documents:

- a) The Conditions of Supply
- b) The Technical Specifications
- c) The Namecase Services User Policy
- d) The Namecase Privacy Policy

3. Purpose of the Contract

3.1 The purpose of the Contract is to supply the Service to the Customer in accordance with the technical and financial characteristics, type and procedures stated on website, <https://nidoma.com>, including those relating to the method of sale/purchase of the domain name through the Service itself. With specific reference to the Auction Service, this is provided by Nidoma in the manner specified at the link, <https://nidoma.com/en/service/howto>, and allows the Customer who uses the Service as a Seller to offer own domains for sale at auction, which can be purchased by other Namecase Customers as Buyers.

Offers to sell/buy the domain name made by the Customer through the Service are binding on the offer or for 7 consecutive days from the date on which the offer is published through the Service itself.

Any further service with respect to the purpose of the Contract may be provided, subject to a feasibility study, upon the specific request of the Customer according to the conditions, terms and consideration to be agreed.

4. Signing of the Contract

4.1 The Contract will be executed as of the date of the Customer's acceptance, followed by the sending of activation Confirmation containing the Service Access Credentials. In any event, it is hereby understood that the Customer's use of the Services shall constitute acceptance of all contractual conditions.

4.2 The Customer acknowledges and agrees that it is entering into a contract whose sole valid and effective version is that in the German language, whereas the other versions provided by

Namecase in any other foreign language are made available to the Customer only as a courtesy.

5. Service activation and provision

5.1 The Customer is required to perform any actions required of it for the purpose of activating the Service; any delays due to inaction on the Customer's part will not be attributable to Namecase. In any case, the Customer will be informed of any delays in activating the Service.

5.2 The Service is provided until the Contract expires.

5.3 It is expressly understood that Namecase is not subject to any general monitoring obligation; accordingly, it does not control or monitor the conduct or actions taken by the Customer through the Service, nor does it control or monitor the information and/or data and/or content processed in any way by the Customer or its appointees and/or associates via the Service; in any case, Namecase is and remains extraneous to the activities that the Customer performs fully independently by remote access via the Internet through the Service Access Credentials. In any event, once the Customer has accessed the Service, it will be the only data controller, in accordance with current legislation on the protection of personal data, for any data entered and/or processed through the Service for the entire duration of the Contract

5.4 Under no circumstances will Namecase assume any responsibility for the information, data or content released or transmitted and, in any case, processed by the Customer via the Service and in general for their use of the aforementioned Service, and reserves the right to take any measures and actions to protect its own rights and interests, including passing on to the individuals involved information that would help them identify the Customer.

5.5 The Customer hereby acknowledges and accepts that any change in the sale prices or the chosen option and/or the possible cancellation of one or more domain names will be published through the Service and will therefore become effective within 48 (forty-eight) hours of when it is ordered.

6. Duration of the Contract and renewal

6.1 The Contract shall have an indefinite duration, starting from the date on which the Service is activated.

6.2 Without prejudice to the other cases of termination governed by the Contract, either Party may withdraw from it in writing in the manner set out in article 13 below. When the contractual relationship comes to an end, for whatever reason, the Service will be deactivated and the Parties will be free from their reciprocal obligations.

6.5 The Customer acknowledges that, once the Contract comes to an end, it will no longer be possible to recover any data and/or information and/or content entered and/or processed by it through the Service and hereby undertakes, prior to termination of the Contract, to make a copy of the data and/or information and/or content. In any event, for all cases of termination of the Contract, the Customer shall hereby hold Namecase harmless against any and all liability for any loss or the total or partial damage of data and/or information and/or content entered and/or processed by the Customer through the

Service. The Customer shall remain solely responsible for any recovery of the data, information and/or contents entered and/or processed by the same, following reactivation of the Service, by entering into a new Contract.

7. Fees, charges, payment terms and procedures, guarantees

7.1.1 The Customer hereby acknowledges and accepts that the purchase and/or sale fee will be acquired by Namecase through a trust service chosen by it). In the event of the sale of one or more domain names by the Customer, unless specifically, separately and otherwise agreed between the Parties, the Customer authorises Namecase to withhold the Fee from the amount due to it by the buyer through the Service.

7.1.2 The amounts stated by the Customer for sale through the Service are to be understood as inclusive of VAT, which, as well as any other tax charge resulting from performance of the Contract, will be borne by the Customer.

7.2 Any transaction carried out by the Customer shall bear a specific identification number and, once successfully concluded, Namecase will issue the corresponding invoice within the relevant month for the fee amount due. All amounts paid by the Customer shall be invoiced by Namecase. In any case, the Customer hereby releases the Supplier from all and any liability resulting from the transactions or payments made.

7.3 The Customer expressly acknowledges and agrees that the invoice may be sent and/or made available to it electronically.

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

7.5 On the basis of exclusive assessments of suitability carried out by Namecase, the latter reserves the right to request that, before or after execution of the Contract, the Customer provide suitable means of guarantee and/or specific payment methods and/or terms for fulfilment of the Customer's obligations arising from the Contract.

8. Late payment or non-payment

8.1 The Customer may not raise objections of any kind if it is not in compliance with its payment obligations and/or has not provided Namecase with the relevant documents.

8.2 In the event that, for whatever reason, the payment made by the Customer is not valid or is revoked or cancelled by the Customer, or is not made, confirmed or credited to Namecase within 7 (seven) days of the date thereof, the latter reserves the right to suspend and/or interrupt the activation and/or supply of the Service with immediate effect if it has already been activated and/or the Dashboard. During the suspension of the Service and/or the Dashboard, whatever the reason, the Customer may not have access to data and/or information and/or content entered, transmitted and/or in any case processed by it by via the Service.

8.3 If the payment is not credited within 3 (three) days of suspension of the Service and/or of the Dashboard, Namecase

will proceed with the final interruption of the Service and/or the final cancellation of the unpaid orders and/or of the Dashboard if possible in the absence of additional active services.

9. Namecase's obligations and limits of liability

9.1 Namecase gives the Customer a guarantee for supply and use of the Service on a 24/7/365 basis, in accordance with the provisions of the Technical Specifications and of the Contract.

9.2 Namecase's obligations and responsibilities to the Customer are exclusively those defined by the Contract and therefore, in the event of any breach or default attributable to Namecase, it shall not be liable for an amount in excess of 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 damages of any nature and type is hereby expressly excluded.

9.3 Under no circumstances will Namecase assume any responsibility for the information, data or content issued or transmitted and, in any case, processed by the Customer via the Service and in general for use of the aforementioned Service, and in any case reserves the right to take any measures and/or actions to protect its own rights and interests, including passing on to the parties involved information that would help to identify the Customer.

9.4 It is hereby understood, which the Customer hereby acknowledges and accepts, that Namecase shall not be liable under any circumstance for damage suffered directly or indirectly by the Customer itself and/or by Third Parties as a result of use of the Service.

9.5 In the event that the Customer is a Government Authority, Namecase assumes all obligations relating to the traceability of financial flows referred to in current legislation.

9.6 Namecase reserves the right to periodically modify the Service Access Credentials, which will be promptly communicated to the Customer by sending them to the relevant email address.

9.7 Namecase assumes obligations of means and not of result; accordingly, it may not be held liable for any direct or indirect damage suffered by the Customer following errors in data communicated by the latter to Namecase and in any case due to failure to assign the domain name to the Customer, regardless of the reason. Namecase does not guarantee that the Service will be perfectly suited to particular purposes or in any case to the Customer's requirements.

9.8 Namecase agrees to ensure the best functioning of the system, but shall not bear any responsibility with respect to the Customer or Third Parties for delays, poor operation, suspension and/or interruption in the provision of the Service brought about by causes not attributable to it, including, but not limited to:

- a) accidental events, catastrophic events or force majeure;
- b) third-party events, including those involving a Namecase supplier;

- c) malfunctioning or non-compliance of connection equipment possessed by the Customer or in any case that used by the same;
- d) tampering or interference with the services or equipment by the Customer or by Third Parties not authorised by Namecase;
- e) failures and malfunctioning of machines and software, whether owned by Namecase or its suppliers.

9.9 In the event of even a partial breach of one of the obligations assumed by the Customer under this contract, Namecase reserves the right, at its discretion, to suspend its provision of the Service, or to exclude from it the individual domain names, directly or indirectly, involved in the breach.

10. Customer's obligations and rights

10.1 The Customer is entitled to use the Service 24/7/365 in accordance with the Technical Specifications and the provisions of the Contract and acknowledges that in the event of any violation or non-fulfilment attributable to Namecase, it shall be liable for an amount not exceeding 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 damages of any nature and type is hereby expressly excluded.

10.2 Pursuant to and for the purposes of current legislation, including criminal law, the Customer guarantees that the data, contact details and information provided to Namecase for finalising the Contract are truthful, accurate, up-to-date and such as to allow its identification, undertakes to inform Namecase, through the reserved area, of any change thereto, and is aware that failure to observe this obligation may lead to consequences including, but not limited to, the withdrawal of the domain name. Namecase reserves the right to verify such data and/or information by also requesting any additional documents that the Customer hereby agrees to submit. In any case, the Customer is and remains solely and exclusively liable, in both a civil and criminal sense, for acting or attempting to act in any way that would compromise or prevent its identification. The Customer shall be considered exclusively liable for all damage suffered and yet to be suffered by Namecase and/or by third parties and, in any case, hereby undertakes to release and/or hold Namecase harmless against any claim, action and/or request for indemnity or compensation for damages that may be brought against it by anyone.

10.3 For the domain names put up for sale through the Service, the Customer hereby declares that it is their legitimate owner and in any case that it has received in this regard all the formal delegated powers and/or authorisations necessary and provided for by current legislation to carry out the aforementioned activity, thereby releasing and/or holding Namecase harmless against any claim, action and/or request for indemnity or compensation for damage that may be brought against it by anyone

10.4 Namecase may not in any way be held liable for any damage suffered and to be suffered by the Customer and/or by third parties if, pending the transaction, the domain name put up for sale through the Service is withdrawn from the sale or is transferred to third parties; in such cases, without prejudice to the Customer's action against the seller, Namecase will only

be required to reimburse the Buyer Customer for any amount collected for the purposes of the transaction.

10.5 Subject to the provisions regarding the processing of personal data, the Customer guarantees, with reference to third-party data that it may process during use of the Service, that it has previously supplied them with the information required by current legislation on the protection of personal data and that it has obtained their consent for processing the data. In any event, it is hereby understood that, in relation to said data, the Customer shall act as Data Controller and shall assume all the obligations and liabilities associated therewith, and shall hold Namecase harmless, pursuant to Article 10.16 below, against any dispute, claim or demand brought by third parties in relation to said processing scenarios. In any event, having gained access to the Service, the Customer shall be the only data controller, pursuant to current legislation on the protection of personal data, for any data entered and/or processed through the Service.

10.6 The Customer declares that he/she has all the technical knowledge required to ensure the correct use, administration, and management of the Service, and in all cases acknowledges and accepts that the processing of data and/or information, and/or content that he/she has put in place through the Service and its subsequent dissemination on the Internet through the Service itself are performed solely at the Customer's own risk and under his/her responsibility.

10.7 The Customer acknowledges and accepts that any operation performed through the Service shall be presumed to have been performed by said Customer and that third parties' knowledge of the login credentials and/or other codes assigned to the Customer by Namecase may enable said third parties to make inappropriate use of the Service and to access information and/or content or data processed thereby. As such, the Customer agrees to safeguard and use said Credentials and/or codes with maximum confidentiality and diligence, to change them on a regular basis and at intervals not exceeding 3 (three) months, and to inform Namecase in a timely manner of any unauthorised use thereof or of any other security breach discovered.

10.8 The Customer also:

- a) declares that it has the right to use and/or the legal availability of the domain name offered for sale through the Service and in any case to do everything necessary to avoid harm to or adverse consequences for Namecase, its policies, or the rights and/or interests of third parties as a result of its registration and/or the domain name itself;
- b) declares that it has checked that the domain names offered for sale through the Service are owned exclusively by the seller and that in any case they do not harm or violate the rights/interests of third parties;
- c) declares that in the event of a violation of or documented adverse effect on the rights/interests of third parties, Namecase reserves the right to exclude from the Service the domain names through which said violation/adverse effect takes place;
- d) undertakes to use the Service solely for lawful purposes as permitted by the provisions of law that apply from time to time, by customs and general practice, by the rules of due diligence and in any case without violating the rights of any third parties, thereby assuming all responsibility in this respect. The

Customer also declares that it is the sole and exclusive administrator of the Service and as such declares that it is solely responsible (i) at its own risk, for the management of data and/or information and/or contents processed by it through the Service, for their security, for their updating, for their storage and for carrying out any other activity deemed useful or necessary for ensuring their integrity, and to this end undertakes, at its expense and under its responsibility, to apply appropriate and adequate security measures; (ii) for the content of the information, and the data accessible and/or made available through the Service and in any case, transmitted, disseminated or made available online by the Customer; (iii) for any malfunction of the Service for any use not in accordance with the Namecase Services User Policy; (iv) for the loss or disclosure of the Service use codes or any additional codes assigned to it by Namecase; (v) for the management of access to its Dashboard (any connection, modification of the Service or order made through the Customer's Dashboard if presumed to have been made by the Customer).

e) undertakes to complete the transfer of the domain name made through the Service using exclusively the model contract made available on the web page,

<https://nidoma.com/en/service/cgs> ;

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

g) acknowledges and accepts that if the domain name sold/purchased has an extension managed by Namecase, the latter will transfer it to the buyer using the personal data provided at the time of purchase;

h) acknowledges and accepts that, unless it is notified otherwise in writing by the Customer, valid and effective from the day following its receipt, Namecase is authorised to publish all transactions on domain names concluded through the Service;

10.11 Under its own responsibility and at its own expense, the Customer shall equip itself with all devices (including, but not limited to, telephone, data transmission and processing devices and programs) suitable and necessary for accessing and availing itself of the Service. Namecase does not provide any guarantee concerning the compatibility of equipment, programs (hardware and software) and applications used by the Customer with the Service, even if made available by Namecase. All respective checks shall fall under the sole responsibility of the Customer.

10.12 As regards proof of all the operations performed from the Dashboard, the Customer acknowledges and accepts, on its behalf and on behalf of any third parties whom it may have authorised to use the Service, that only Namecase's Logs kept in accordance with the law shall be deemed valid. On the other hand, the Customer shall be solely and exclusively responsible for any other operation performed for it or for third parties or directly by the latter, as regards use, management and administration of the Service; accordingly, with regard to these operations, it undertakes to:

a) comply, or ensure that third parties comply, with the legislation in force, whenever it applies to them, including data protection law

b) to release and hold Namecase harmless against any direct or indirect demand or claim for damages, of any nature and type, brought by anyone in this regard.

10.13 The Customer hereby provides Namecase with its consent for it to assign the Contract to Third Parties and/or transfer to Third Parties all or part of its rights and/or obligations arising under the Contract.

10.14 The Customer acknowledges that the Internet is not controlled by Namecase and that, due to the distinctive structure of the Internet, it is not possible to guarantee its performance and functioning or to check the content of the information transmitted through it. For this reason, Namecase shall not be held liable for the transmission or receipt of illegal information of any nature and type.

10.15 The Customer assumes exclusive liability arising from the ownership, use, management and contents of the domain and hereby undertakes to indemnify and hold Namecase harmless against any and all requests and/or claims by third parties for damage caused to them by or through use of the Service. The Customer shall bear all costs, damages and charges, including any legal costs, which may result from such liability actions and undertakes to inform Namecase if such an action is brought against it.

10.16 With specific reference to the Auction or Marketplace Service, the Customer acknowledges and accepts that, if it acts as a Seller wishing to sell a domain name through the auctions, it must order and pay Nidoma a purchase price for the Service and related fee, as stated at the link,

<https://nidoma.com/en/service/pricelist>.

The Seller undertakes to formalise a binding request in the context of the auction ("initial asking price") and to transfer the domain name as soon as a Buyer has offered a figure equal to or greater than the offer specified by the Seller. The Seller also accepts and confirms the obligations specified in art. 10.8 of these Conditions.

At the end of an auction in which the initial asking price has been reached, the Seller acknowledges and accepts that it must complete the transfer of the domain name made through the Service using exclusively the model contract made available at the link, <https://nidoma.com/en/service/cgs>;

If the Customer acts as Buyer, it acknowledges and accepts that in the event that it wishes to participate in the auction of a domain name, it undertakes to formalise a binding offer in the manner specified at the link, <https://nidoma.com/en/service/cgs>. If a Buyer has made the highest bid in the auction, equal to or greater than the initial asking price specified by the Seller, it must make the payment within 5 days and complete the transfer of the domain name made through the Service using exclusively the model contract made available at the link, <https://nidoma.com/en/service/cgs>. In the event of an auction not being finalised within 5 days, unless otherwise agreed.

In the event of failure to agree to the transfer of the domain name or a breach of contract by the Buyer or Seller, Nidoma reserves the right to:

a) suspend the defaulting Customer's account pursuant to art. 12 below;

b) require the defaulting Customer to pay a penalty equal to 15% of the value of the auctioned domain name.

Nidoma also reserves the right to suspend the auction in the following cases:

- in accordance with the provisions of art. 12 below, unless otherwise agreed between the Parties;
- in the event of non-payment;

If the auction is not completed due to default on the part of the Buyer, Nidoma may also transmit the Buyer's data to the Seller, who may use it to request compliance with the contractual obligations assumed under the model sales contract entered into by the parties.

11. Support and Maintenance

11.1 Technical support is offered exclusively in accordance with the timescales and procedures stated on the website, <https://nidoma.com/en/service/howto>. In any event, the Customer is required to promptly notify Namecase of any irregularities or malfunctions that it may find with the Service. Namecase will make every reasonable effort, as soon as possible, to deal with any issues reported by the Customer.

11.3 Namecase reserves the right to suspend or interrupt its provision of the Services in order to carry out technical maintenance. Under such circumstances, the Customer shall be notified via e-mail with an advance notice of 7 (seven) days; said notification will also specify the time period within which the service will be restored.

12. Suspension of the Service

12.1 Notwithstanding the application of Arts. 13 and 14 below, at its discretion and without the exercise of said right being subject to challenge as non-fulfilment or breach of Contract, Namecase reserves the right to suspend or interrupt the Service, even without any notice in the event that:

- a) the Customer fails to comply with or finds itself in breach of just one of the provisions contained in the Contract, including those laid down in the Namecase Services User Policy and in the Namecase Privacy Policy;
- b) the Customer fails to respond, in full or in part, to Namecase's requests or in any event, its conduct is such as to raise the founded and reasonable fear that the Customer may be in breach of the Contract or liable for one or more breaches of its provisions;
- c) there are valid grounds for believing that the Service is being used by unauthorised Third Parties;
- d) there are cases of force majeure or circumstances that, at Namecase's sole discretion, require urgent interventions or interventions related to the resolution of security problems, danger to the entire network and/or to people or property; in this case, the Service will be restored when Namecase, at its discretion, has assessed that the causes that had led to its suspension/interruption have actually been removed or eliminated;
- e) the Customer is involved, for whatever reason, in any court or out-of-court proceedings of a civil, criminal or administrative nature, and in any case in which the dispute concerns the registered domain name, its contents, the relative mailboxes or actions and conduct put in place through the domain name. In

such cases, Namecase reserves the right, at its discretion and as a mere courtesy, and therefore without assuming any obligation to the Customer or the Third Parties concerned, to renew the registration of the domain name with the competent Authority for one or more years, but maintaining the measures previously adopted. The legitimate assignee of the domain name involved in the dispute may obtain access to it, subject to paying Namecase the price of the renewal(s) performed by Namecase, pursuant to the aforementioned terms.

- f) it is requested by a Court.
- g) if there are justified security and/or confidentiality guarantee reasons;
- h) if the Customer is using faulty or uncertified equipment, or there are malfunctions 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 instance of suspension of the Service attributable to the Customer, Namecase retains the right to bring an action for compensation.

12.2 Namecase agrees to ensure the best functioning of the system, but shall not bear any responsibility with respect to its Customers or Third Parties for delays, poor operation, suspension and/or interruption in its provision of the Service brought about by causes for which it is not responsible, including, but not limited to:

- a) accidental events, catastrophic events or force majeure;
- b) third-party events, including those involving a Namecase supplier;
- c) malfunctioning or non-compliance of connection equipment possessed by the Customer or in any case that used by the same;
- d) tampering or interference with the services or equipment by the Customer or by Third Parties not authorised by Namecase;
- e) failures and malfunctioning of machines and software, whether owned by Namecase or its suppliers.

12.3 In any instance of suspension of the Service imputable to the Customer, Namecase retains the right to bring a compensation claim for damages. During suspension of the Service, the Customer may not have access to data, information and/or content entered and/or processed by it through the Service. It is hereby understood that, in such cases, Namecase shall not be liable for any loss, damage or harm suffered and/or to be suffered by the Customer and/or by Third Parties, whether direct or indirect, foreseeable or unforeseeable, including, but not limited to, financial/economic losses, business losses, lost revenues and lost profits and/or loss of goodwill; accordingly, the Customer acknowledges and accepts that nothing may be claimed from Namecase by way of compensation, indemnity, reimbursement or for any other purpose.

13. Withdrawal

13.1 Whether or not acting as a "consumer", identified, pursuant to the relevant legislation in force, as a natural person who acts for purposes not related to his/her own business or professional activities, the Customer will always be entitled to

withdraw from the Contract at any time, without any penalty and without stating its reasons, by sending written notice to Namecase GmbH, based in Wilhelmstrasse 27, 53111 Bonn, Germany.

This notification may also be sent by email to support@nidoma.com. Withdrawal will be effective from the date of Namecase's receipt of said notification, authorising Namecase to deactivate the Service.

13.2 Namecase reserves the right to withdraw from the Contract at any time and without being required to state its reasons, by notifying the Customer in writing, giving at least 15 (fifteen) days' notice, except in cases in which

- (i) force majeure events arise;
- (ii) the Customer is registered in the list of protests, is declared insolvent or has been admitted to or placed under bankruptcy proceedings;
- (iii) it is for any reason in breach of its obligations towards Namecase, also with regard to Contracts other than this one;

in connection with which Namecase reserves the right to withdraw from the contract with immediate effect.

13.3 At the end of the period stated above, the Contract shall be understood to have ended or to have been terminated and Namecase may deactivate the Service at any time without further notice. In any event, any further liability on Namecase's part for exercising the right of withdrawal and/or for loss of use of the Service by the Customer or the ensuing right of the latter to demand any other reimbursement, compensation or damages of any type and kind shall remain expressly ruled out.

14. Express termination clause – Termination due to non-fulfilment – Termination conditions

14.1 Without prejudice to the terms of other clauses of the Contract, it shall be deemed to have been automatically terminated, in accordance with the law and with immediate effect, if the Customer:

- a) breaches the obligations provided for in Articles 10, 16 and 17 of the Supply Conditions as well as the provisions of the documents to which they refer; or
- b) breaches the Namecase Services User Policy;
- c) engages in any unlawful activity when using the Service;
- d) wholly or partially assigns the Contract to third parties, without Namecase's prior written consent.

14.2 In addition, in the event of a failure to comply with the obligations stated in the Contract, Namecase reserves the right, at any time, to send the Customer formal notice within 15 (fifteen) days of receipt of a registered letter with confirmation of receipt.

14.3 In the event of the cases provided for under this article, as of the date of termination of the Contract, the Service shall be deactivated without prior notice. In this case, the Customer acknowledges and accepts that Namecase shall be entitled to charge the Customer for any additional cost it may be required

to incur, notwithstanding its right to compensation for any damage suffered.

15. Amendments to the Contract and/or to Namecase Policies

15.1 The Customer acknowledges and agrees that the Service covered by the Contract is characterised by constantly changing technology; for these reasons, Namecase reserves the right to improve the technical and economic features of the Service and the instruments related to it and to amend the terms of the Contract at any time, even after its signature, without this giving rise to any obligations of any kind for the Customer.

15.2 If, even in the case of circumstances not dependent on Namecase (including, but not limited to, an increase in the costs relating to electric energy, changes to current legislation or measures and/or regulations introduced by the relevant Authority, involving greater costs to be borne by Namecase, etc.), the factors used as a basis for formulating the economic and/or contractual conditions for provision of the Service change, Namecase reserves the right to change said conditions unilaterally, including, but not limited to, the consideration, collection fees, billing frequency or payment terms and procedures, informing the Customer thereof in writing, giving 30 (thirty) days' notice. Should the Customer not wish to accept the aforementioned changes, including those concerning fees, it may exercise the right to withdraw from the Contract in a written communication to be sent by registered mail to Namecase GmbH, with registered office in Wilhelmstrasse 27, 53111 Bonn, Germany. If the Customer fails to exercise the right of withdrawal within the terms and in the manner indicated above, the amendments shall be deemed to have been known and definitively accepted by the said Customer.

15.3 Notwithstanding the above, Namecase may change the technical features, systems or resources as a result of normal technological developments in hardware and software components, guaranteeing for the Customer the same functionality.

15.4 Should Namecase make any technical or financial changes that worsen or increase performance and/or pricing or alter any part of the contractual conditions, the Customer shall be informed of said changes by email or publication on the website, <http://nidoma.com>. The aforementioned changes shall enter into effect thirty (thirty) days after the date of their communication. Within the same time period, the Customer may exercise the right to withdraw from the contract by means of a written notification to be sent by registered mail, with confirmation of receipt, to Namecase GmbH, with registered office at Wilhelmstrasse 27, 53111 Bonn, Germany.

If the Customer fails to exercise the right of withdrawal within the terms and in the manner indicated above, the amendments shall be deemed to have been known and definitively accepted by the said Customer. Notwithstanding the above, Namecase may change the technical features, systems or resources as a result of the normal technological development of hardware and software components, thereby guaranteeing for the Customer the same functionality.

15.5 Namecase reserves the right to amend the Namecase Services User Policy and the Namecase Privacy Policy at any time as a result of the requirements referred to in paragraph 1 above or in compliance with the provisions of law; also in this case the Customer may exercise the rights provided for in paragraph 2 above.

16. Copyright and licences

16.1 The Customer is required to use the Service in accordance with Namecase's intellectual and/or industrial property rights as laid down in the Namecase Services User Policy. Software packages, like any other copyright or other intellectual property right, are the exclusive property of Namecase and/or its assignors; therefore, the Customer shall not acquire any right or entitlement in this regard, and shall only be entitled to use them during the term of the Contract.

16.2 In the case of licences provided by third-party suppliers through Namecase, the Customer acknowledges that it has examined the terms and agrees to use the software in accordance with the procedures specified on the respective websites exclusively for its own personal use. The Customer undertakes to accept and comply with the terms of these licences. The Customer declares that it is aware that the Licences apply between the Customer and the holder of the copyright thereon with the exclusion of any liability on the part of Namecase.

17. Security of information

The Customer hereby agrees not to disclose or make in any way available to third parties the confidential information known or handled in connection with the performance and/or application of the Contract in the absence of Namecase's specific written consent.

18. Final provisions

18.1 The Contract shall supersede and replace any previous agreement that may have been entered into between Namecase and the Customer that can be traced back for any reason to the same Access Credentials regarding the Service and shall constitute the final and complete expression of the agreements entered into between the Parties on this subject. No amendment, footnote or clause howsoever added to this Contract shall be valid and effective between the Parties unless specifically and expressly approved in writing by both parties. In the event of special agreements with the Customer, these must be drawn up in writing and will constitute an addendum to these conditions.

18.2 Under no circumstance may any breaches and/or conduct by the Customer that differ with respect to the Contract be considered as exceptions thereto or tacit acceptance thereof, even if not contested by Namecase. Any failure by Namecase to exercise or enforce any right or clause of this Contract shall not constitute a waiver of those rights or clauses.

18.3 Unless expressly stated otherwise in the Contract, Namecase may send all notifications to the Customer by hand, by e-mail, whether certified or not, by registered mail with

confirmation of receipt, or by ordinary mail to the addresses specified by the Customer at the order stage; consequently, such notifications shall be regarded as known by the latter. Any changes to the Customer's addresses and details, including the address and email details provided at the order phase that are not notified to Namecase in accordance with the procedures set forth in the Contract shall not constitute grounds for a complaint.

18.4 With the exception of the cases specifically set forth in the Contract, all notifications that the Customer intends to send to Namecase relating to the Contract, including support requests, shall be sent by means of a ticket through the reserved area

18.5 The Contract entered into with the Customer shall be sent by email, kept in the Supplier's computer systems and shall be sent to the Customer upon request in the manner stated in art. 18.4 above.

18.6 Any total or partial ineffectiveness and/or invalidity of one or more clauses of the Contract shall not result in the invalidity of the others, which shall be deemed to be fully valid and effective.

18.7 The Customer acknowledges and accepts that Namecase may in any form communicate to third parties and/or disclose the details relating to the Contract (including, but not limited to: its purpose, its term, the Customer' name) as commercial information for the promotion of its own products or services.

18.8 Relations between Namecase and the Customer established under the Contract may not be understood as agency, representation, collaboration or association agreements or other similar or equivalent contractual forms.

18.9 The Customer undertakes not to assign the Contract to third parties without Namecase's prior written permission.

19. Complaints

Any complaints concerning the supply of the Service shall be sent to:

Namecase GmbH

Wilhelmstrasse 27

53111 Bonn - Germany

by registered letter with confirmation of receipt, or sent by means of a Namecase support service ticket, within and no later than 7 (seven) days from the time when the subject of the claim occurred. Namecase shall investigate the complaint and shall provide a written answer within 30 (thirty) days of its receipt. In the event of complaints due to particularly complex circumstances, which do not permit a full reply within the time limits referred to above, Namecase will notify the Customer of progress with the case within the afore-mentioned times.

20. Extended validity

This clause, the other clauses of these Conditions set out below as well as the provisions laid down in documents to which reference is made in these clauses shall continue to be valid and effective between the Parties even after the

termination or the resolution for whatever reason due to or attributable to any party:

- 1. Definitions
- 5. Service activation and provision
- 9. Namecase's obligations and limits of liability
- 10. Customer's obligations and rights
- 13. Withdrawal
- 14. Express termination clause - termination due to non-fulfilment - termination conditions
- 16. Copyright and licensing
- 17. Information security
- 22. Applicable law, jurisdiction and competent court

21. Processing of personal data

21.1 The processing of the personal data that the Customer discloses to Namecase for the execution of this Contract and the subsequent provision of the Service will take place in compliance with the current legislation on the protection of personal data, the privacy policy issued by Namecase during the registration process and the data processing consent given by the Customer at that time. The data processed for execution of the Contract may be disclosed to third-party suppliers of Namecase, based abroad within the European Union and abroad in non-EU countries, all in accordance with the provisions of current legislation on the protection of personal data.

22. Applicable law, jurisdiction and competent court

22.1 This Contract will be governed exclusively by German law, thereby excluding any application of the United Nations Convention on Contracts for the International Sale of Goods. These Conditions have been drafted and prepared in compliance with the provisions of current legislation on consumer protection and the legislation on electronic commerce (Implementation of Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market); it is understood that they will be automatically amended and/or adjusted in line with the provisions on the matter in subsequent provisions of the law and/or regulations.

22.2 For anything not expressly provided for in the Contract, the Parties make express reference, as far as possible, to the legal provisions currently in force.

22.3 German Courts shall have exclusive jurisdiction to settle and decide upon any and every dispute relating to the interpretation, performance and/or implementation of the Contract, unless the Customer has exercised and executed the Contract in the capacity of Consumer for purposes other than for any business or professional activities in which it is engaged; in this case, the Courts of the country where the Consumer was domiciled at the time of entering into the

Contract shall have jurisdiction, unless the Consumer prefers to apply to the German Courts.

22.4 When, based on paragraph 2 above, it is determined that jurisdiction to settle and decide any dispute relating to the interpretation and/or performance and/or application of the Contract:

a) rests with the German Courts, the District in which the defendant is domiciled or has its headquarters shall have territorial jurisdiction, unless the Customer acted and entered into the Contract in the capacity of Consumer for purposes other than for any business or professional activities in which it is engaged; in this case, the Courts of the District where the Customer was domiciled at the time of entering into the Contract, if located in the territory of the German State, shall have exclusive jurisdiction. Otherwise, the Courts of the District in which the Supplier has its headquarters shall have exclusive jurisdiction;

b) rests with the Courts of a country other than Germany, the Courts of the District in which the Customer is domiciled shall have territorial jurisdiction, if still located in the territory of the country in which it was domiciled at the time of entering into the Contract. Otherwise, if the Customer prefers to apply to the German Courts, the District in which the Supplier has its headquarters shall have exclusive jurisdiction.