

HOSTING SERVICE SUPPLY TERMS AND CONDITIONS

General provisions

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

Table of contents for articles

1. Definitions	1
2. Structure of the contract.....	2
3. Purpose of the Contract	2
4. Finalising the Contract	2
5. Activation and Delivery of the Service	2
6. Contractual Term and Renewal.....	3
7. Fees, top-ups, payment terms and methods and guarantees	4
8. Delayed payment or non-payment	4
9. Namecase's obligations and limitations of liability	4
10. Customer's obligations and rights.....	5
11. Support and Maintenance	7
12. Suspension of the Service	8
13. Withdrawal.....	8
14. Express termination clause - termination for default - termination conditions	9
15. Amendments to the Contract and/or Namecase Policy ...	9
16. Copyright and Licensing	10
17. Security of the Information.....	10
18. Final Provisions	10
19. Complaints	10
20. Extended Validity	10
21. Processing of personal data	11
22. Applicable law, jurisdiction and competent court	11
23. Additional Service "Backorder"	11
24. Additional Service "Brokerage"	12
25. Additional Service "Quotation"	12

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 Services 24 hours a day, seven days a week, 365 days a year.

Backorder: The Additional Service through which the Customer, by sending the Order Form, asks the supplier to provide, without any resulting obligation, the registering/recovery operations of so-called 'expired' domain names.

Brokerage: The Additional Service through which Namecase, after being hired by the Customer formalised by the Order

Form, Namecase acts as a broker in the purchase and sale of one or more domain names.

Appraisal: the Additional Service through which Namecase, after being hired by the Customer formalised by the Order Form, prepares a appraisal for one or more domain names indicated by the Customer.

Customer: the natural or legal person identified in the order form.

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

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

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

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

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

Price list: the document published on the page www.nidoma.com/en/service/pricelist in which all of the economic aspects of the Service are indicated, or, alternatively, if appropriate, the document containing these aspects sent to the Customer by Namecase in the event of a separate, specific and different agreement between the Parties.

Order Form: electronic form available on the company website www.nidoma.com that, entirely completed by the Customer and then sent by them online or delivered by other means that Namecase, after signing it, constituting contractual proposal, formalises the request to activate the Service or the additional services.

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 of www.nidoma.com.

Parties: Namecase and the Customer.

Usage Policy for Namecase's services. The document issued by the Supplier and published on the page <http://nidoma.com/en/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 Supplier and published on the page <http://nidoma.com/en/service/cgs> which describes the method of processing Namecase Customers' personal data

and contains the information provided under the existing legislation on data protection.

Top-up: the operation in which the Customer, by paying a certain amount, anticipates the payment of the amount requested by Namecase for purchasing the Service and, if required the Namecase Additional Services or any other service offered by Namecase.

Service: The Hosting service consisting of the implementation of registration practices and maintenance of a domain name with the Registration Authority, which is responsible for the extension chosen by the Customer, and of the provision of additional services requested by the Customer during the ordering phase, in the context of the possible purchasing solutions available on the website <http://nidoma/en/service/pricelist> as well as the provision of any Additional Services.

Additional services: the services additional to the Hosting Service expressly provided on the website <http://nidoma/en/service/pricelist> for which the Customer can request activation, after payment of the corresponding fee, among which Backorder, Brokerage and Appraisal.

Technical Specifications: The information published on the pages <http://nidoma.com/en/service/backorder> and <http://nidoma.com/en/service/broker> containing the technical characteristics of the Service.

Clauses for registering .it domains: the document containing the terms of the contract provided by the Registry of ccTLD.it, published on the page, which the Customer must accept and agree to comply with in the event of registering a domain name with ccTLD.it.

2. Structure of the contract

The Contract comprises the documents listed below:

- a) The Supply Terms and Conditions
- b) The Order Form
- c) The Technical Specifications
- d) The Usage Policy for Namecase services
- e) The Namecase Privacy Policy
- f) The Price List
- g) Clauses for registering .IT domains, in the event of ordering a domain name with ccTLD.it

3. Purpose of the Contract

The purpose of the Contract is the provision of the Service any Additional Services to the Customer, with the technical and economic features, the type and methods indicated in the Order Form and in the relative Technical, Specifications.

Any further provisions besides those covered by the Contract may be provided, with a prior examination of feasibility, at the specific request of the Customer under the conditions, terms and fees which will be agreed upon.

4. Finalising the Contract

4.1 The sending of the Order Form for the Service, and, if required, any Additional Services, together with the payment

of the fee, implies full acceptance by the Customer of these Conditions and constitutes a contractual proposal with Namecase, which is free to accept or reject said proposal. In the event of acceptance, the contract is finalised with the activation of the Service, followed by the dispatch of the confirmation of activation containing the Login details. It is understood, in any case, that the use of the Services by the Customer confirms acceptance of all the contractual terms and conditions.

4.2 The Customer is responsible for the accuracy of the information provided and recognises Namecase's right to receive any additional information for the purposes of activating the Service, in compliance with the legislation in effect.

4.3 Failure to accept the proposal sent by the Customer and, in any case, any event of failure to activate the Service, will lead to Namecase being exclusively responsible for returning the amount paid in advance by the Customer. It is understood that this sum will not incur interest or charges of any kind. The Customer acknowledges and agrees that he/she only has the right to be reimbursed the price paid and may not make any requests for indemnity, compensation for damage or claim of any kind against Namecase for the non-acceptance of the proposal and, therefore, for failure to activate the Service. In the event the proposal is rejected Namecase will not be obliged to provide any justification on the matter.

4.4 By sending the Order Form, the Customer acknowledges and agrees that a contract has been entered into, the only valid and effective version of which is the one in German, while other versions provided by Namecase in any other foreign language are only provided as a courtesy.

4.5 After 90 (ninety) days from the date of the Order Form, in the absence of receipt of payment by Namecase for the fee, the order will be cancelled and deleted, without any notice.

5. Activation and delivery of the Service

5.1 Namecase will register the domain name strictly respecting the chronological order of requests received (according to the principle of "first come, first served"), provided that they are accompanied by confirmation of payment of the contractual fee for the Service. Without prejudice to the above it is understood that:

a) The success of the registration request is subject to its acceptance by the Registration Authority responsible for the extension chosen; and

b) domain names which appear available during the order phase may not actually be so since, by way of example but not limited to, they are already in the process of being registered by a third party even if they are not yet included in the databases of the competent Registration Authority.

The Service is enabled in respect of the times made necessary by the availability of the hardware resources and, in any case, as quickly as possible. It is understood that the terms for the Service activation, possibly planned, must be regarded as indicative only. The Customer is obliged to perform any

necessary actions for the purposes of activating the Service; any delays due to the Customer's failure to act will not be attributable to Namecase. In any case, the Customer will be advised of any delay to the activation of the Service.

5.2 This Service is provided until the expiry of the Contract. As that date approaches, as a courtesy and without assuming any obligation in relation to the Customer, Namecase reserves the right to send impending expiry alerts to the email inboxes associated or created via the Service.

5.3 The Customer also has the right to buy, by means of a suitable order and payment of the corresponding fee, one or more of the Additional Services. It is understood that the Additional Service of "brokerage", regardless of the time of its activation, has a term equal to that set out in Art. 24.2 below. The provision of Additional Services is governed and regulated by these General Terms and Conditions.

5.4 It is expressly understood that Namecase is not subject to any general monitoring obligation, therefore it does not control or monitor the conduct or acts performed by the Customer via the Service, in essence it neither controls nor monitors the information and/or the data and/or content in any way processed by the Customer or his/her appointee and/or collaborators with the Service itself; Namecase in any case is and remains extraneous to the activities that the Customer performs completely independently using the Login details for the Service, remotely via the internet. Once the Customer has had access to the Services s/he is the sole controller, in compliance with the regulations in effect concerning data protection, the processing of any data entered and/or processed by the Service for the duration of the Contract and for 30 (thirty) days following its expiry.

5.5 Namecase does not under any circumstances assume any liability for any information, data, contents entered or transmitted and, in any case, processed by the Customer via the Service and, in general, for how the aforementioned Service is used by the same, and reserves the right to take any initiative and actions, to protect its rights and interests, including notifying those involved of data used to permit the identification of the Customer.

6. Contractual term and renewal

6.1 The Contract will run for a period equal to the length of time indicated in the Order Form, effective as of the date of its acceptance by Namecase under the previous Art. 4.

6.2 Prior to its expiry, the Customer can renew the Contract in compliance with the Price List and other contractual terms and conditions in effect at the time of renewal.

6.3 The renewal of the Service will preferably be finalised by the Customer at least 5 (five) days prior to the expiry of the Service, by forwarding the relevant request and payment, according to the procedures and deadlines referred to in Art. 7, of the amount provided in the Price List in effect at the time of renewal. Once the renewal procedure is complete as described above, the Service will be renewed for the period of time contractually agreed upon effective as of the date of

expiry of the renewed Service, even in the event that the renewal is completed after the expiry of the Service.

6.4 On the date of expiry of the deadline for the selected Service, and, in any case, at the end of the contractual relationship for whatever reason, the Contract will cease to be effective, the Service will be deactivated and the Parties shall be free from mutual obligations.

6.5 The Customer acknowledges that after the termination of this Contract it will not be possible to recover any data and/or information and/or content entered by them and/or processed by means of the Service and agrees, to make a copy of this data and/or information and/or content in good time before the final termination of the contract. In any case, regardless of the reason for the termination of the Contract, the Customer exempts, Namecase from any and all liability for any total or partial loss or damage to data and/or information and/or content entered and/or processed by the Customer through the Service. The possible recovery of the data and/or information and/or content entered and/or processed by the Customer remains the exclusive responsibility of the Customer, after the reactivation of the Service by entering into a new Contract.

6.6 If the domain name, registered and/or maintained by the Registration Authority responsible for the Services provided by Namecase, is transferred to another Provider before the expiry of the Service, the Contract will automatically cease at the end of the transfer procedure, as long as it is concluded prior to the expiry date; otherwise, it will cease on the date originally agreed on. Any reimbursement by Namecase with respect to the Customer for the period of time in which they have not used the Service is explicitly excluded.

6.7 On the date of expiry, if the Service has not been renewed, Namecase reserves, from that point, the right to insert a web page in place of the homepage of the domain containing advertisements, while maintaining the registration data in the WHOIS register of the competent Authority unchanged. The contents made visible this way will remain online until the actual cancellation date of the domain name from the register of the competent Authority.

6.8 It is to be understood that all the services associated with the domain name will still be disabled (for example, but not limited to: hosting, email and any Additional Services).

6.9 Even in the event of non-renewal of the Service and its subsequent termination, the Customer, within the time limits set forth by the individual competent Authorities and indicated on the website <http://nidoma.com/en/service/howto>, will be able to attempt to regain the assignment of the domain, according to the terms and conditions specified therein, by paying the corresponding fee for the Service and any further amounts indicated on the website <http://nidoma.com/en/service/howto>. Notwithstanding the above, however, it is understood that Aruba does not assume any obligations as a result of this, and will not be held liable in any way in the event that the domain name is not assigned to the Customer.

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

7.1 Unless a specific, separate and different agreement exists between the Parties, the payment of the amount of the Service and, if requested, any Additional Services as indicated in the Price List, will need to be made by the Customer via top-up at the same time that the Order Form is sent and, in any case, prior to its activation.

7.2 Any payment made by the Customer will have its own identification number and Namecase will issue the relative invoice within the corresponding month. The VAT owed will be applied to all invoiced amounts which, together with any other tax expenses arising from the execution of the Contract, will be charged to the Customer. In any case, the Customer, waives the Suppliers from any and all liability arising from transactions or payments made.

7.3 The Customer acknowledges and accepts that:

a) payment of the price of the Service must be made in accordance with the procedures indicated at the link <http://nidoma.com/en/customer/credit>

b) for the purposes of determining the activation times, they are expressly and exclusively responsible for choosing a payment method, if the choice of several options is offered, taking into account the average time for processing the payments indicated on the page; and consequently,

c) they are expressly and exclusively responsible for paying the price for the renewal of the Service and any Additional Services in a timely manner in order to be able to ensure its continuity and, nevertheless, before it is disabled due to the expiry of the Contract, also taking into account for this purpose the processing times of payments specified in point (b) of this article.

7.4 The Customer acknowledges and expressly accepts that the invoice may be sent and/or made available in electronic format.

7.5 In the event of ordering the Service and any Additional Services during a free promotion, the provisions of these Supply Terms and Conditions relating to the payment of the fee will not apply until the respective expiry date. The aforementioned Service can be renewed through the methods indicated in Art. 6 above.

7.6 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 a suitable means of guarantee and/or procedures and/or specific payment terms for the fulfilment of the Customer's obligations arising from it.

7.7 The Customer will also be able to top up prior to the expiry of the Service through the Dashboard which can be used to purchase or renew the Service or other services provided by Namecase, within and not later than 36 months from the time of registering the amount paid for this top-up on the Dashboard. The credit for the aforementioned top-up will be definitively acquired and taken by Namecase without

the Customer being able to use it or ask for a refund, if they have not used it or have not performed a new top-up within the above time limit of 36 months. The purchase of a new top-up will result in the renewal of all the residual credit for a further period of 36 months.

8. Delayed payment or non-payment

8.1 The Customer may not make contest decisions of any kind if they are in arrears with payments and/or have not provided the documentation to Namecase.

8.2 In the event that, 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 sending the Order Form, the latter reserves the right to immediately suspend and/or interrupt the activation and/or the provision of the Service if already activated and/or Dashboard. During the suspension of the Service and/or 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 Dashboard, Namecase will proceed with the definitive interruption of the Service and/or definitive cancellation of unpaid orders and/or of the Dashboard where possible in the absence of further active services.

9. Namecase's obligations and limitations of liability

9.1 Namecase guarantees the Customer the provision and use of the Service 24/7/365 in accordance with what is set forth in the Technical Specifications of 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 that paid by the Customer for the single Service, ordered or renewed, involved in the harmful event. Any other indemnity or compensation to the Customer, for direct or indirect damage of any nature and type is expressly excluded.

9.3 Namecase will not conduct any special backup of the data and/or information and/or content processed by the Customer, through the Service, with the exception of the backup on all of the content of the storage that the same Namecase, for its own protection, periodically performs for the purposes of the possible restoration of the Service; this does not however, prevent the Customer from making a full backup of the data and/or information and/or content/s he has entered and/or processed by means of the Service and from taking all the necessary safety measures to protect it. Namecase in any case does not offer any guarantees relative to the use of the Service, with regard to the protection and conservation of this data and/or information and/or content, except for the Customer's activation of the specific accessory service. Even in cases where the Customer has purchased the

backup Service from Namecase, as the aforementioned service reduces the risk of data loss and makes it easier for the Customer to have a copy of the data, the possibility that the backup copy, also for reasons of a technical nature, may not be available at the moment when the Customer intends to use it is not ruled out.

9.4 Namecase will not in any circumstances be deemed responsible for the use made of the Service in relation to critical situations which involve, for example, specific risks to the safety of people, environmental damage, specific risks in relation to mass transport services, the management of nuclear and chemical power plants and medical devices; in such cases, Namecase is available to assess and negotiate with the Customer a specific 'mission critical' agreement with any respective SLAs.

9.5 Namecase does not offer any guarantee regarding the validity and effectiveness, even evidential, of the Service or of any data, information, message, act or document associated therewith or however placed, release, transmitted, stored or in any way processed by the Service:

- a) when the Customer intends to use them or prove their value in states or jurisdictions other than Italy.
- b) for their secrecy and/or integrity (in the sense that any breaches of the latter can, as a rule, be detected by the User or recipient through the appropriate verification procedure).

9.6 Namecase does not under any circumstances assume any liability for any information, data, contents entered or transmitted and, in any case, processed by the Customer via the Service and, in general, for the use made by them of the aforementioned Service and reserves the right to take any initiative and actions, to protect its rights and interests, including notifying those involved of data used to permit the identification of the Customer.

9.7 It is to be understood, and the Customer acknowledges and agrees that Namecase is not in any way liable for the damage suffered by the Customer and/or by Third Parties, either directly or indirectly, as a result of using the Service.

9.8 In the situation where the Customer is a Public Administration, Namecase assumes all the obligations of traceability of financial flows referred to in the regulations in effect.

9.9 Namecase reserves the right to periodically change the Login details for the Service, which will be promptly communicated to the Customer by sending them to the reference email inboxes.

9.10 Namecase assumes obligations of means and not result. Namecase cannot be held liable for any direct or indirect damages, 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 Services ordered by the Customer are perfectly suitable for particular purposes or for their 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 provision of the Service due to causes not attributable to it, such as for example but not limited to:

- a) Unforeseeable circumstances, catastrophic events of force majeure;
- b) Act by a third party, even Namecase's supplier;
- c) Malfunction or non-compliance of connection devices the Customer is provided with or in any case of those used by them;
- d) Tampering or interventions on services or on the equipment performed by the Customer or by Third parties not authorised by Namecase;
- e) Faults and malfunctions of the machines and software, whether owned by Namecase or its suppliers.

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 that paid by the Customer for the single Service, ordered or renewed, involved in 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 ensures, also in accordance with and for the effects of the legislation, even criminal, that the data, contact details and information provided to Namecase for the purposes of concluding the Contract are accurate, truthful, updated and such as to allow their identification, and agrees to notify Namecase, via the following link <http://nidoma.com/en/customer/profile?tab=helpdesk>, of any change thereto, including the email address indicated in the Order Form, in the knowledge that any failure to meet this obligation may lead to consequences involving, but not limited to, even the revocation of the domain name. Namecase reserves the right to verify such data and/or information even by requesting additional documentation which the Customer agrees, to provide. In any case, the Customer is and remains solely responsible in criminal and civil terms, of acting in any way or attempting 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 all cases 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 The Customer is required to check the accuracy of the data in the database of the Authority responsible for the extension selected within 15 (fifteen) days from the date of activation of the Services; in the event in which the Customer does not raise an objection over the correctness of their data within this period, it will be deemed correct.

10.4 The Customer acknowledges and accepts that the registration of a domain name involves the insertion of their personal data in a publicly accessible register kept at the Registration Authority responsible for the extension selected, except in cases where the Customer:

- a) has requested the obscuring of their personal data in the manner indicated by the ccTLD Register at the link (for example www.nic.it, for domains with .it extensions);
- b) has purchased the additional service "whois privacy statement", according to the methods described in the Article. 5.3 above and under the conditions indicated on the website <http://nidoma/en/service/pricelist>, and has planned to obscure their personal data on the whois register of the Registration Authority responsible for domains with a different extension from .it and .eu, provided that the extension choice is among those available for the above service and indicated on the website <http://nidoma/en/service/pricelist>.

It is understood that Namecase reserves the right to report this information, to protect its rights and interests, and that, in the absence of a renewal of the aforementioned additional service, the Customer's personal information will be visible on the whois register of the competent Registration Authority.

10.5 Without prejudice to the provisions concerning the processing of the data referred to in the previous Art. 5.5, the Customer guarantees, with reference to the third party data he processed when ordering and/or using the Service, of having previously provided the information required by the relevant legislation in effect for data protection and having acquired 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 a third party, in or out of court in relation to these processing scenarios. In any case once the Customer had access to the Service s/he is the sole controller, under the existing legislation on data protection of the processing of any data entered, and/or processed by the Service itself.

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 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 their 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 and that the knowledge by a third party of the Login details or additional codes assigned to the Customer by Namecase may allow the latter to unduly use the Service and access the information and/or the contents or data processed by it. Therefore, the Customer

undertakes to store and use the aforementioned Login details/codes with the utmost confidentiality and ensure that they are changed periodically with a frequency not greater than 3 (three) months, as well as to inform Namecase of any unauthorised use or any other security breach identified.

10.8 The Customer acknowledges and agrees that their assignment of a domain name does not confer in all cases any right to use said name and:

- a) declares the right to use and/or in any case the legal availability of the domain name requested and not to harm, with this registration request and/or with the domain name chosen, the rights and/or interests of third parties;
- b) agrees to only use the Service for lawful purposes and permitted by the provisions of law applicable from time to time, by customs and habits, by diligence rules and in any case, without violating any rights of any third parties, by assuming all responsibility in this respect. The Customer declares, also, being 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, their security and their saving and for the fulfilment of every other activity deemed useful or necessary to ensure the integrity, striving for the effect, to apply, at its expense and care, suitable and appropriate security measures; (ii) the content of the information, the sounds, texts, images, elements of form 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 User Policy for Namecase Services; (iv) for the loss or dissemination of the codes to use the Service or other codes assigned by Namecase; (v) for the management of access to its Dashboard (any connection, change to the Service or order performed via the Customer's Dashboard is deemed to be performed by the Customer).

10.9 The Customer agrees and undertakes to observe the documents indicated below, without reservations over their content, by declaring that having acknowledged the following:

- a) the rules for the ethical use of network resources, contained in the document "Netiquette", published on the website of the Italian Naming Authority (<http://www.nic.it/en/register-your-it/technical-standards-and-norms>)
- b) the provisions contained in the Namecase's Knowledge Base on the website <http://nidoma.com/en/service/howto>
- c) the provisions contained in the policy provided by the Registration Authorities responsible for the domain extension chosen, published on the relevant institutional sites such as for domains with the extension .it, Regulations and Guidelines of the ccTLD.it, published on the website <http://www.nic.it/>, for domains with the extension .eu those published on the website <http://www.eurid.eu>, for .es domains those published at the link <http://www.nidoma.com/it/service/cgs>, for domains with an extension other than .it and .eu those

published at the link <http://www.opensrs.com/docs/contracts/exhibita.htm>.

d) the policy UDRP of ICANN, <http://www.icann.org/en/dndr/udrp/policy.htm>, and the policy of the ccTLD register “.it”, <http://www.nic.it/legale/regolamento-dispute-e-linee-guida-legali>;

e) the document drafted by ICANN and published at the link <http://www.icann.org/en/resources/registrars/registrar-rights-responsibilities>.

10.10 The Customer declares ownership of valid software licenses that s/he has inserted and used by means of the Service and bears the associated costs.

10.11 The Customer must have, at his/her own expense and under their own responsibility, all the equipment (by way of example but not limited to, telephone, 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 at the sole expense of the Customer.

10.12 With regard 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 valid. The Customer is solely and exclusively responsible for any other operation performed by him/her or by third parties or directly by them, in the use, management and administration of the Service; for the purposes of these operations s/he agrees to:

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

b) to release, indemnify and hold Namecase immune 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 is not possible to either guarantee its performance and its functionality or check the contents 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, 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 going to be instigated against it.

11. Support and maintenance

11.1 Technical support is exclusively offered within the timeframes and in the manner indicated on the website <http://nidoma.com/en/service/howto>. The Customer is required in all cases to promptly notify Namecase of any irregularities or dysfunctions that s/he detects 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.

11.2 Any requests for “personalised” intervention and, in any case, an intervention that requires the Customer to inform Namecase of the Login details for the Service or involving access to the Customer's Service by Namecase will be forwarded to Namecase by means of a ticket from the website

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

In these situations the Customer authorises Namecase and/or companies possibly entrusted by them to carry out the hardware/software intervention required and/or necessary merely by opening the ticket; the Customer acknowledges and accepts that the intervention shall take place with variable timings according to the following criteria: a) type of action required; b) order of arrival of the request for intervention; c) priority nature of the request for intervention. In order to enable the correct and rapid completion of the intervention required, the Customer undertakes to provide all of the specifications and information requested by Namecase.

With the sending of the request for intervention referred to in this section, the Customer:

a) Declares being aware that such an intervention can have a high degree of risk to the operation of the Service, or to the integrity of the data and/or information and/or content which they have input and/or processed via the service; and

b) Accepts, to take on all the associated risks, and

c) Agrees to obtain, prior to the execution of the intervention, a full backup copy of the data and/or information and/or content which they have input and/or processed via the service.

Notwithstanding the above, the Customer, now for then, waives Namecase and/or companies controlled by it and their staff, as well as external companies responsible for the intervention and their staff, from liability for any direct or indirect damages, of any nature and type suffered and endured by or due to the intervention referred to in this section, such as, merely by way of example, total or partial loss or damage to data and/or information and/or content

input and/or processed by the Customer via the Service, or total or partial interruption of the Service.

11.3 Namecase reserves the right to suspend or stop the delivery of Services for technical maintenance interventions. In this case the Customer will be notified by email with 7 (seven) days' notice; said notification will also indicate the time frame for the 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 being contested as default or breach of Contract, reserves the right to suspend or interrupt the Service, even without any prior notice, in the event where:

- a) The Customer becomes insolvent or breaches even just one of the provisions contained in the Contract, including those contained in the Usage Policy for Namecase Services and in the Namecase Privacy Policy;
- b) The Customer fails to completely 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 be not fulfilling the Contract, or is responsible for one or more breaches of its provisions;
- c) There are good grounds for believing that the Service is used by unauthorised third parties;
- d) There are cases of force majeure or circumstances which, at the sole discretion of Namecase, impose the implementation of emergency interventions or relating to the resolution of security problems, danger to the entire network and/or persons or things; in this case, the Service will be restored when Namecase, at its sole discretion, has assessed whether the reasons that caused its suspension/interruption have actually been removed or deleted;
- e) The Customer is involved, in any way, in any judicial or even non-judicial proceedings of a civil, criminal or administrative nature and in any case in which the said dispute concerns the domain name registered, its contents, email inboxes or acts and behaviour implemented via them. In these cases, Namecase reserves the right to renew, at its discretion and by way of a mere courtesy and then without assuming any obligation in relation to the Customer or by 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 concerned in the dispute may obtain the availability, after having paid Namecase the price of the renewal or renewals carried out by them according to the terms above.
- f) It is required by the Judicial Authority;
- g) If justified security and/or guarantee of confidentiality issues apply;
- h) The Customer is using faulty or uncertified equipment, or that there are dysfunctions which may damage the integrity

of the network and/or disrupt the Service and/or generate risks to the physical safety of people and things.

In any case of suspension of the Service due to the Customer any action by Namecase for compensation for damages remains without prejudice.

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 of force majeure;
- b) Act by a third party, even Namecase's supplier;
- c) Malfunction or non-compliance of connection devices the Customer is provided with or in any case of those used by them;
- d) Tampering or interventions on services or on the equipment performed by the Customer or by Third parties not authorised by Namecase;
- e) Faults and malfunctions of the machines and software, whether owned by Namecase or its suppliers.

12.3 In any case of suspension of the Service due to the Customer any action by Namecase for compensation for damages remains without prejudice. During the suspension of the Service, for any reason, the Customer may 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, economic/financial, business, revenue and profit and/or goodwill losses; therefore, the Customer acknowledges and agrees that s/he cannot expect anything from Namecase by way of compensation, indemnity, reimbursement or similar.

13. Withdrawal

13.1 The Customer whether s/he qualifies or not as a "consumer", identified, in accordance with the relevant legislation in effect, in the natural person acting for purposes not related to his/her business or professional activities, will always have the right to terminate the contract at any time, without penalty and without giving any reason, through a 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. This notification may also be sent by telegram, telex or fax, as long as it is confirmed by registered letter with acknowledgement of receipt within 48 hours. The withdrawal will become effective within 30 (thirty) days from the date Namecase receives the notice, legally permitting Namecase to deactivate the Service and to make any refund of the amount paid corresponding to the number of days not used

until the next natural expiration of the contract, after having deducted the costs incurred and/or to be incurred.

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 cases where:

- (i) events are determined by causes of force majeure occur;
- (ii) the Customer is entered in the register of protests, is declared insolvent, and has been declared or has undergone bankruptcy.
- (iii) is in default for any reason towards Namecase, also for contracts other than this one;

by virtue of which Namecase reserves the right to terminate this Contract with immediate effect.

13.3 At the end of the period indicated above, the Contract shall be considered ceased and/or terminated and Namecase may deactivate the Service at any time without further notice and refund the Customer the percentage of the amount paid, corresponding to the number of days not used, until the next natural expiration of the Contract, minus any costs incurred and/or to be incurred. In any case, any further liability for Namecase for exercising the right of withdrawal and/or for loss of use of the Service by the Customer, or the consequential right to expect any other reimbursement or compensation or damages of any type and genre, remains explicitly ruled out.

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

14.1 Without prejudice to the provisions in the other clauses of the Contract, the same will be considered automatically legally terminated effective immediately, if the Customer:

- a) breaches the obligations set out in articles 10, 16 and 17 of these Provision Terms and Conditions as well as the provisions provided in the documents to which they refer; or,
- b) breaches the Usage Policy for Namecase services; or,
- c) performs any illegal activity, by using the Service;
- d) transfers all or part of the Contract to third parties, without prior written consent from 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 within 15 (fifteen) days of receipt of the registered letter.

14.3 As of the date of termination of the Contract, which occurs in the cases provided for in this article, the Service will be deactivated without notice. In this case, the Customer acknowledges and accepts that the sums paid will be retained by Namecase as a penalty, and Namecase may charge the Customer any additional costs that it has had to bear, in any case, without prejudice to its right to compensation for any damages suffered.

15. Amendments to the Contract and/or Namecase Policy

15.1 The Customer acknowledges and accepts that the Service which is the subject of the Contract is characterised by 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 vary the terms of the Contract at any time, even after signing, without this leading to obligations of any kind arising against the Customer.

15.2 If, even due to circumstances beyond Namecase's control (by way of example but not limited to, increase in electricity costs, changes in legislation or measures and/or regulations of the reference Authority 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 including, but not limited to, charges, fees collection, the billing frequency or the terms and conditions of payment, after 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, s/he may exercise, during the above 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 time and manner indicated above, the changes will be understood as definitively acknowledged and accepted by them.

15.3 Notwithstanding the above, Namecase may vary the technical features, systems or resources as a result of normal technological evolutions to the hardware and software components guaranteeing the Customer the same functionality.

15.4 If Namecase makes technical/economic changes that are pejorative or burdensome in performance and/or economic terms or changes 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 30 (thirty) days from the date of their notification. In the same 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 by them. Notwithstanding the above, Namecase may vary the technical features, systems or resources as a result of normal technological evolutions to the hardware and software components guaranteeing the Customer the same functionality.

15.5 Namecase reserves the right to change the Usage Policy of Namecase's services and the Namecase Privacy Policy at any time because of requirements referred to in sub-paragraph 1 above or in compliance with legal provisions; in this case, the Customer may also exercise the rights provided for in paragraph 2 above.

16. Copyright and licensing

16.1 The Customer is obliged to use the Service in accordance with Namecase's intellectual property and/or industrial rights as indicated in the Usage policy for Namecase's services. Software packages, like any other copyright or other intellectual property right, are the sole and exclusive property of Namecase and/or its lessors, therefore the Customer does not purchase any right or title in this regard, and is obliged to use it only during the Contractual period.

16.2 In the case of licences supplied by third party suppliers through Namecase, the Customer acknowledges that he/she has read the terms and undertakes to use the software according to the methods indicated on the respective websites exclusively for their own personal use. The Customer agrees to accept and comply with the terms of these licences. The Customer declares that he/she is aware of the fact that Licences exist between the Customer and the holder of the copyright rights for such licences without Namecase incurring any liability.

17. Security of the information

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

18. Final provisions

18.1 The Contract cancels and replaces any previous agreement possibly made between Namecase and the Customer due to any reason with the same Login details and having as its subject the Service and constitutes the ultimate and integral manifestation of the agreements concluded between the Parties on this subject. No modification, footnote or clause however added to this Contract will be valid and effective between the Parties unless specifically and expressly approved in writing by both Parties. In the case of special agreements with the Customer these must be formulated in writing and will constitute an addendum to these terms and conditions.

18.2 In no case may any breaches and/or behaviour by the Customer, that is different with respect to the Contract, be considered as an exception to or tacit acceptance, even if not disputed by Namecase. Any delay by Namecase in exercising or enforcing any right or provision of this Contract shall not constitute a waiver of those rights or clauses.

18.3 Unless expressly indicated otherwise in the Contract, all communication with the Customer will be carried out by Namecase either by letter, by e-mail, certified or not, by means of registered letter with acknowledgment of receipt,

mail, or by fax to the address indicated by the Customer in the order stage and, as a consequence, they shall be considered known by them. Any changes to the Customer's addresses and contact details including email address indicated in order stage not communicated to Namecase according to the terms stipulated in the Contract will not be enforceable on Namecase.

18.4 With the exception of the cases specifically provided for in the Contract all the communications that the Customer intends to send to Namecase relating to the Contract, including requests for support, should be sent by means of a ticket according to the procedures indicated on the page <http://nidoma.com/en/customer/profile?tab=helpdesk>.

18.5 The contract entered into with the customer will be sent by mail, stored in the Supplier's computer systems and will be sent to the Customer upon their request according to the procedures outlined in the Art. 18.4 above.

18.6 Any ineffectiveness and/or invalidity, total or partial, of one or more clauses of the Contract does not entail the invalidity of the other, which should be considered fully valid and effective.

18.7 The Customer acknowledges and agrees that Namecase may communicate to third parties and/or disclose the data relating to the Contract in any form (but not limited to: the purpose, duration, name of the Customer) as a commercial reference to promote their products or services.

18.8 Relations between Namecase and the Customer established in the Contract cannot be understood as relations of mandate, representation, collaboration or association or other similar or equivalent contractual forms.

18.9 The Customer agrees not to transfer the Contract to any third party without prior written permission from Namecase.

19. Complaints

Any complaints about the provision of the Service should be forwarded to:

Namecase GmbH

Markt 10-12

53111 Bonn, Germany

by means of registered letter with acknowledgement of receipt, or forwarded via a ticket to the Namecase support department, within and no later than 7 (seven) days from the time the occurrence of the subject of complaint. Namecase will investigate the complaint and will provide a written answer within 30 (thirty) days from receipt of the complaint. In the event of complaints with particularly complex facets, which do not permit a full reply within the time limits referred to above, Namecase will notify the Customer within the aforementioned times on the progress of the case.

20. Extended validity

This clause, the other clauses of these Conditions set out below as well as the provisions provided in documents that these clauses refer to will continue to be valid and effective

between the Parties even after the termination or the resolution, due to any reason 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 obligations and rights
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 enforcing this Contract and the subsequent delivery of the service, will be performed in accordance with the regulations in force concerning data protection, the privacy policy issued by Namecase during registration and under 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 will be communicated to third party suppliers of Namecase, established abroad within the European Union abroad in countries outside the EU in full compliance with that set out in the regulations in effect concerning data protection.

22. Applicable law, jurisdiction and competent court

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

These conditions have been drawn up and prepared in compliance with and in accordance with the provisions of the existing consumer protection legislation as well as the regulation concerning e-commerce (Implementation of Directive 2000/31/EC on certain legal aspects of information society services, in particular e-commerce, in the internal market); they are understood to be automatically changed and/or appropriate to what is set out on the matter by subsequent legal provisions and/or regulations.

22.2 For anything not expressly provided for in the Contract, the Parties shall refer expressly, as far as possible, to the existing legislation in effect.

22.3 The German Judicial Authorities will have sole jurisdiction to resolve and rule on all and any disputes concerning the interpretation and/or execution and/or application of the Contract, except in cases where the Customer has acted and entered into the Contract as a Consumer for purposes unrelated to the business or profession practised; in this case, the Judicial Authority of the State where the Consumer was domiciled when concluding the Contract shall have jurisdiction, except in the case where the same Consumer prefers to refer the case to the German Judicial Authorities.

22.4 When, on the basis of paragraph 2 above, the legal jurisdiction to resolve and rule on 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 its 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 Authority 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 Authority of the Court where the Supplier has its registered office will have sole jurisdiction;
- b) As falling to the Judicial Authority of a State other than Germany the judicial authority of the Court where the Customer is domiciled will have sole territorial jurisdiction, if still located in the territory of the State where s/he was domiciled when concluding the Contract, otherwise, or if the Customer preferred to refer the case the German Judicial Authorities, the Court where the Supplier has its registered office will have sole jurisdiction.

23. Additional Service "Backorder"

23.1 By sending the order form for the Backorder service, the Customer gives Namecase an irrevocable mandate to carry out, without assuming any resulting obligation, operations involving a so-called "expiring" registration/recovery/domain name (for example, but not limited to, in a "redemption period" status or similar) selected by the Customer when it becomes free again, at a minimum booking price or at the price indicated for it in the order phase. The Backorder service may be referred to the purchase of one of the domain names listed by Namecase at the link <http://nidoma.com/en/domain> or even to other domain names indicated by the Customer.

23.2 The Customer acknowledges and agrees that this mandate will still end when the first new registration with the competent authority of the domain name selected by them takes place, whether it is assigned to the Customer or any third party, and in any case will be given to Namecase for a duration of not more than 60 (sixty) days from the time of the sending of the order form for the Backorder service.

23.3 The purchase of the additional Backorder service is subject to payment, by top-up, of the amounts shown in detail in the price list, available at the link <http://nidoma.com/en/pricelist>, including the cost of the domain name selected.

23.4 If the so-called "expiring" domain name has been requested by other customers of Namecase, without prejudice to the provisions of Art. 4 of the Terms and Conditions, the Customer agrees to participate in a bidding process by means of offers, which is concluded with the

awarding of the domain name in question to the highest bidder. This process will last as long as is indicated by Namecase and will not be less than 48 hours and will still end at 6.00 p.m. (CET) following the expiry of the term, unless there is an automatic extension of (3) three minutes for each bid received within the last (3) three minutes prior to the expiry deadline for the process as indicated by Namecase.

23.5 The Customer acknowledges and accepts that Namecase may delegate the material execution of the activities necessary for completing the aforementioned process to trusted third-party companies.

23.6 Namecase will deduct the price of the domain name from the top-up, only if the registration operations on the same have a positive outcome for the Customer.

23.7 The Customer acknowledges and accepts that, even as a consequence or pending the performance of the purchase/sale process through bids, and, in any case, before the formal transfer of the domain name, Namecase may, at its sole discretion, not assign the domain name to the Customer and/or assign it, as a result of signing a contract, to the previous owner, without the Customer being able to contest or assert any right or claim against Namecase for this action. In this case, the possible amount deducted from the top-up for the payment of the domain name will be credited to the Customer without acknowledging any charge or interest.

24. Additional Service "Brokerage"

24.1 The Additional Service of "brokerage" may be purchased by the Customer both as a buyer and seller of a domain name, on the basis of the option selected on the Order form with the costs, fees and the procedures specified at the link <http://nidoma.com/en/broker>. In both cases, without prejudice to the provisions of Art. 4.1, the Customer gives Namecase a specific mandate to operate exclusively as a broker for the purchase and/or the sale and/or the quotation of the domain name selected and/or indicated by the Customer, being able to conclude the same specific contract for this purpose within the limits of the mandate awarded.

24.2 The term of the Additional Service of "brokerage" will be for an indefinite period of time, unless the Contract is terminated. Without prejudice to the right of withdrawal by the Customer with a 15 (fifteen) days' notice.

24.3 The Customer acknowledges and accepts that Namecase may delegate the material execution of the activities necessary for the provision of Additional Service referred to in this article to trusted third-party companies.

24.4 Namecase will deduct the cost of the fees for the Additional Service referred to in this article from the top-up only if the registration operations of the same have a positive outcome for Namecase or one of the companies listed in the previous paragraph.

24.5 The Customer further acknowledges and accepts that in the event of a breach of the exclusivity obligation

referred to in paragraph 1 above, it shall have the right to charge the Customer, alternatively and at its sole discretion, an amount equal to the sum due by way of compensation in the event of a positive outcome of the brokerage referred to in this article, calculated on the basis of the actual sale price of the domain name, or a lump sum of €2,000.00 (two thousand/00 euros), notwithstanding the right to request a refund for further damage from the Customer.

24.6 The Customer acknowledges and agrees that:

a) if s/he is the seller, s/he may amend the minimum price limit indicated on the Order Form downwards by means of written notification to be sent to Namecase (by email, fax, etc.); the same limit may not be increased, for the duration of the mandate conferred to Namecase. Or

b) if s/he is the buyer, s/he may amend the maximum price limit indicated on the Order Form upwards by means of written notification to be sent to Namecase (by email, fax, etc.); the same limit may not be lowered, for the duration of the mandate conferred to Namecase.

24.7 Without prejudice to a specific and separate agreement between the Parties, Namecase is committed to keeping the Customer's information confidential for the duration of the mandate referred to in this article.

25. Additional Service "Appraisal"

25.1 The Additional Service of Domain Appraisal may be purchased by the Customer, on the basis of the option selected on the Order Form with the costs, fees and the procedures specified at the link <http://nidoma.com/en/broker>.

25.2 The Customer acknowledges and accepts that Namecase may delegate the material execution of the activities necessary for the provision of Additional Service referred to in this article to trusted third-party companies.

25.3 Namecase will only deduct the value of the fee for the Additional Service referred to in this article from the top-up if the registration operations referred to in paragraph 1 have a positive outcome.

25.4 Without prejudice to a specific and separate agreement between the Parties, Namecase agrees to keep the Customer's information confidential for the duration of the mandate referred to in this article.