

## Conditions governing provision of the 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.

### Contents of the articles

1. Definitions.....	1
2. Structure of the Contract .....	2
3. Purpose of the Contract.....	2
4. Signing of the Contract .....	2
5. Service activation and provision .....	2
6. Duration of the Contract and renewal .....	3
7. Fees, charges, payment terms and procedures, guarantees .....	4
8. Late payment or non-payment.....	4
9. Namecase's obligations and limits of liability .....	4
10. Customer's obligations and rights.....	5
11. Support and Maintenance .....	7
12. Suspension of the Service.....	7
13. Withdrawal.....	8
14. Express termination clause – Termination due to non-fulfilment – Termination conditions .....	8
15. Amendments to the Contract and/or to Namecase Policies .....	9
16. Copyright and licences .....	9
17. Security of information.....	9
18. Final provisions.....	9
19. Complaints .....	10
20. Extended validity .....	10
21. Processing of personal data .....	10
22. Applicable law, jurisdiction and competent court .....	10
23. Additional "Backorder" Service .....	11
24. Additional "Brokering" service.....	11
25. Additional "Assessment" Service.....	12

### 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.

**Backorder:** the Additional Service whereby, on sending a specific Order Form, the Customer asks the Supplier to arrange the processes involved in registering/recovering so-called "expired" domain names, without any obligation to succeed.

**Brokering:** the Additional Service through which, subject to the Customer's request formalised via a specific Order Form, Namecase acts as an intermediary in the purchase and sale of one or more domain names.

**Assessment:** the Additional Service whereby, subject to the Customer's request formalised by means of a specific Order Form, Namecase carries out an Assessment of one or more domain names indicated by the Customer.

**ccTLD:** *Country Code Top Level Domains*, national top-level domains reserved for dependent states or territories and generally consisting of two letters.

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

**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.

**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.

**Price list:** the document published on web page, <https://nidoma.com/en/service/pricelist>, which lists all the financial aspects of the Service, or, alternatively if applicable, the document containing such details 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](http://www.nidoma.com), which, when fully completed by the Customer and sent by the Customer online or delivered to Namecase by other means after signing it, constituting a contractual proposal, formalises the request to activate the Service or additional services.

**Dashboard:** the area, unique to each Customer, for management of all the services provided by Namecase, which the Customer accesses by entering its login details on the [www.nidoma.com](http://www.nidoma.com) homepage.

**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.

**Top-up:** the operation whereby the Customer, by paying a certain sum, advances the payment of the fee requested by Namecase for purchase of the Service and, if requested, of the Additional Namecase Services or in any case of any other service offered by Namecase.

**Service:** the service consisting of execution of the registration and maintenance of a domain name with the Registration Authority responsible for the extension chosen by the Customer, as well as provision of the additional services requested by the Customer during the ordering process, as part of the possible purchasing solutions available on the website, <https://nidoma.com/en/service/pricelist>, in addition to the provision of any Additional Services.

**Additional Services:** services in addition to the Service expressly provided on the website, <https://nidoma.com/en/service/pricelist>, which the Customer may ask to have activated, subject to payment of the relevant fee, including Backorder, Brokering and Assessment.

**Technical specifications:** the information published on websites, [https://nidoma.com/en/service/expiring\\_domain](https://nidoma.com/en/service/expiring_domain) and <https://nidoma.com/en/service/broker>, containing the technical features of the Service.

**Clauses for the registration of .it domain names:** the document containing the contractual provisions prepared by the ccTLD.it Register, published on the website, 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 is comprised of the following documents:

- a) these Supply Conditions
- b) The Order Form;
- c) The Technical Specifications
- d) The Namecase Services User Policy
- e) The Namecase Privacy Policy
- f) The Price List
- g) Provisions for the registration of IT domain names, in the event of the order of a domain name with ccTLD .it

## 3. Purpose of the Contract

The purpose of the Contract is to supply the Service and any Additional Services to the Customer in accordance with the technical and financial characteristics, type and procedures stated in the Order Form and the relevant Technical Specifications.

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 sending of the Order Form relating to the Service and, if requested, to any Additional Services, together with payment of the fee, shall constitute the Customer's full acceptance of these Conditions and shall constitute a contractual proposal vis-à-vis Namecase, which is free to accept or refuse this proposal. If it is accepted, the Contract shall be finalised with activation of the Service, followed by sending the Activation Confirmation containing the 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 is responsible for the truthfulness of the information supplied and grants to Namecase the right to obtain any further information required for the purpose of activating the Service, in compliance with current legislation.

**4.3** If the Customer's proposal is not accepted and, in any case, if the Service is not activated, Namecase will be 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 it shall only be entitled to receive reimbursement of the price paid and shall not bring any requests for indemnity, compensation for damage or claim of any kind against Namecase for its non-acceptance of the proposal and in any case if the Service is not activated. If the proposal is rejected, Namecase shall not be required to provide any justification in this regard.

**4.4** By submitting the Order Form, 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.

**4.5** If Namecase has not received payment of the fee due 90 (ninety) days following the date of the Order Form, the order will be cancelled and deleted, without notice.

## 5. Service activation and provision

**5.1** Namecase proceeds with registering domain names, in strict accordance with the chronological order of the requests received (following the "first come, first served" principle) provided that they are supported by confirmation of payment of the agreed Service fee. Notwithstanding the foregoing, it is hereby understood that:

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

b) domain names that appear to be free when the order is placed may not actually be so, since, by way of example, but not limited to this, Third Parties may already be in the process of registering them, even if they are not yet included in the databases of the Registration Authority in question.

The Service is activated in accordance with the time frames dictated by hardware availability, and in any case as soon as possible. It is understood that any deadlines proposed for activation of the Service should be considered to be merely indicative. 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. As that date approaches, as a mere courtesy and therefore without assuming any obligation vis-à-vis the Customer, Namecase reserves the right to send email notifications of the impending expiry to the email boxes associated with or created through the Service.

**5.3** The Customer is entitled to purchase one or more of the Additional Services by placing an order and paying the relevant fee. It is understood that, regardless of when it is activated, the "brokering" Additional Service has a duration equal to the provisions of art. 24.2 below. Supply of the Additional Services is governed and regulated by these General Conditions.

**5.4** It is expressly understood that Namecase is not subject to any general monitoring obligation. It does not therefore 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 with the Service itself; in any case Namecase is and remains extraneous to the activities that the Customer engages in wholly independently by remote access via the Internet by means of the Service Access Credentials. In any case, once the Customer has accessed the Services, it shall 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 and for 30 (thirty) days after its expiry.

**5.6** Under no circumstances shall 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 parties involved information that would help to identify the Customer.

## 6. Duration of the Contract and renewal

**6.1** The Contract will have a duration equal to the period of time stated in the Order Form, starting from the date of its acceptance by Namecase, in accordance with Art. 4 above.

**6.2** Prior to its expiry, the Customer may renew the Contract on the basis of the Price List and other contractual conditions in effect at the time of renewal.

**6.3** Ideally, renewal of the Service will be completed by the Customer at least 5 (five) days before expiry of the Service, by forwarding the respective request and payment of the amount set out in the Price List in force at the time of renewal, in accordance with the procedures and times stated in Art. 7. Once the renewal procedure described above has been completed, the Service shall be renewed for the contractually agreed period effective from the expiry date of the renewed Service, even in the event that the renewal is executed after the expiry date of the Service.

**6.4** On the expiry date set for the chosen Service, and in any event on termination of the contractual relationship for whatever reason, the Contract shall cease to be effective, the Service shall be deactivated and the Parties shall be free from their reciprocal obligations.

**6.5** The Customer acknowledges that, following termination of the Contract, 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 agrees, prior to the final 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.

**6.6** If the domain name registered and/or kept with the competent Registration Authority through the Services provided by Namecase is transferred to another Provider before the Service expires, the Contract shall be automatically terminated on conclusion of the transfer procedure, if this is before the expiry date; otherwise, it shall cease on the originally agreed date. Any refund from Namecase to the Customer for the period during which the latter did not make use of the Service shall remain expressly excluded.

**6.7** On the expiry date, in the absence of renewal of the Service, Namecase hereby reserves the right to insert a web page containing advertising messages in place of the domain homepage, keeping the registration data in the Whois register of the Competent Authority unchanged. The content thus made visible may remain online until the date of actual removal of the domain name from the competent Authority's register.

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

**6.9** Even in the event of non-renewal of the Service and consequent termination, the Customer, within the deadlines set by the individual competent Authorities and stated on website, <https://nidoma.com/en/service/howto>, may attempt to obtain the assignment of the domain, in the manner and under the conditions indicated therein, by providing for payment of the fee required for the Service and any further amounts stated on the website, <https://nidoma.com/en/service/howto>. Notwithstanding the foregoing, it is understood that Aruba does not assume any obligation of result in this regard, without

prejudice to its liability in the event that the domain name is not assigned to the Customer.

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

**7.1** Subject to any specific, separate and different agreement between the Parties, payment of the fees for the Service and, if required, any Additional Services as stated in the Price List must be made by the Customer in the form of a Top-up at the same time as the Order Form is sent and in any case prior to its activation.

**7.2** Any payment made by the Customer shall bear a specific identification number, for which Namecase shall issue the corresponding invoice within the month in question. VAT due will be applied to all invoiced amounts, which, together with any other tax charge resulting from implementation of the agreement, will be borne by the Customer. In any case, the Customer hereby releases the Suppliers from all and any liability resulting from transactions or payments made.

**7.3** The Customer acknowledges and accepts that:

a) payment of the price of the Service must be made by one of the methods stated in the reserved area

b) for the purpose of determining the activation times, it is the Customer's express and exclusive responsibility to select the payment method, if the choice between several options is offered, considering the average processing times for the payments stated on the page; and accordingly,

c) it is the Customer's express and exclusive responsibility to proceed with payment of the price for renewing the Service and any Additional Services in good time in order to ensure continuity and, in any case, before it is deactivated due to expiry of the Contract, considering for this purpose also the processing times of the payments stated in letter b) of this article.

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

**7.5** The provisions of these Supply Conditions that relate to payment of the fee shall not apply until the respective expiry date, in the case of an order for a Service and any Additional Services offered on a free promotional basis. The aforesaid Service may be renewed by the means stated in article 6 above.

**7.6** As a result of exclusive assessments of opportunities that it carries out, Namecase reserves the right to request that, before or after execution of the Contract, the Customer provide of suitable means of guarantee and/or specific payment methods and/or terms for fulfilment of the Customer's obligations arising therefrom.

**7.7** The Customer may also make a Top-up via the Dashboard in advance of the Service expiry which may be used for purchase or renewal of the Service or other services provided by Namecase no later than 36 months from the time of registration of the amount paid for the Top-up on the Dashboard. The credit referred to in connection with the aforementioned Top-up will be definitively acquired and retained by Namecase without the Customer being able to use

it or request its return, if the Customer has not used it or has not carried out a new Top-up within the aforementioned period of 36 months. Purchasing a new Top-up will renew all remaining credit for a further 36 months.

## 8. Late payment or non-payment

**8.1** The Customer may not raise objections of any kind if it has not fulfilled its payment obligations and/or has not provided Namecase with the respective 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 Order Form being sent, the latter reserves the right to suspend and/or interrupt 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 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 of supply and use of the Service on a 24/7/365 basis, in accordance with the Technical Specifications and the Contract.

**9.2** Namecase's obligations and responsibilities vis-à-vis the Customer are exclusively those defined by the Contract and therefore, in the event of any breach or default attributable to Namecase, the latter will not be liable for any amount in excess of that paid by the Customer for the individual Service, ordered or renewed, that is 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** Namecase does not create any specific backup of the data and/or information and/or content processed by the Customer by means of the Service, apart from backing up all the content of the stored data that, as a precaution, Namecase periodically performs for the purposes of possible restoration of the Service. In any case, Namecase shall offer no guarantees regarding use of the Service with regard to the protection and storage of the data and/or information and/or content, unless the Customer activates a specific additional service.

**9.4** Namecase will under no circumstances be liable for the use made of the Service in relation to critical situations including, for example, specific risks to the safety of individuals, damage to the environment, specific risks in relation to mass transport services, the management of nuclear and chemical plants and medical devices; under these circumstances, Namecase will make itself available to assess



and negotiate with the Customer a specific "mission critical" agreement with any respective SLAs.

**9.5** Namecase does not provide any guarantee as to the validity and effectiveness, as evidence or otherwise, of the Service or of any piece of data, information, message, instrument or document associated with it or otherwise entered, communicated, transmitted, stored or in any way processed by means of the Service itself:

a) when the Customer intends to use or enforce them in States or jurisdictions other than Italy,

b) for their secrecy and/or integrity (in the sense that any violations of the latter are normally detectable by the User or the recipient by means of the appropriate verification procedure).

**9.6** Namecase shall not, in any case, assume responsibility for any information, data or content entered or transmitted and, in any case, processed by the Customer by means of the Service and in general for the use made of the said Service, and reserves the right to take any initiative and action to protect its rights and interests, including providing the parties concerned with useful data allowing them to identify the Customer.

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

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

**9.9** 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.

**9.10** Namecase assumes an obligation of means and not of results. Namecase 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 Services ordered by the Customer will be perfectly suited to particular purposes or in any case to its requirements.

**9.11** Namecase agrees to ensure the best functioning of the system, but will not bear any liability towards 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 Namecase, 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.

## 10. Customer's obligations and rights

**10.1** The Customer is entitled to use the Service 24/7, 365 days a year, in accordance with the Technical Specifications and as stated in the Contract, and acknowledges that in any case of violation or non-fulfilment attributable to Namecase, it is not liable for an amount greater than that paid by the Customer for the individual Service, ordered or renewed, 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 finalisation of the Contract are truthful, accurate and up-to-date, allowing for the Customer to be identified, and undertakes to inform Namecase, through the reserved area, of any change thereto, including the e-mail address stated in the Order Form, and is aware that failure to observe this obligation may lead to consequences including, but not limited to, 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** The Customer is required to check, within 15 (fifteen) days of the date of activation of the Services, the accuracy of his/her/its data in the database of the respective Authority for the chosen extension; if, during that period, the Customer does not raise any objection as to the accuracy of his/her/its data, they will be deemed to be correct. The Customer acknowledges and accepts that in the event of the competent Authority finding any incorrect data, the latter may proceed to withdraw the domain name.

**10.4** The Customer hereby acknowledges and accepts that the registration of a domain name involves entering its personal data in a publicly accessible register kept by the Registration Authority responsible for the chosen extension, except in the event that the Customer:

- a) has requested the blanking out of its personal data in accordance with the procedures stated in the ".it" ccTLD Register at [www.nic.it](http://www.nic.it), for domain names with the .it extension;
- b) has selected the additional "whois privacy" service, in the manner described in Art. 5.3 above and under the conditions indicated on website, <https://nidoma.com/en/service/pricelist>, and has blocked its personal data on the whois register of the Registration Authority responsible for domain names with an extension other than .it and .eu, provided that the extension chosen is among those available for the aforementioned service and stated on the website, <https://nidoma.com/en/service/pricelist>. It is understood that, in

any case, Namecase reserves the right to disclose such data, for the purpose of protecting its own rights and interests and that, in the event of failure to renew the aforementioned additional service, the Customer's personal data will once again be visible in the whois register of the relevant Registration Authority.

**10.5** Subject to the provisions regarding data processing referred to in article 5.5 above, the Customer guarantees, with reference to third-party data it may process during the order procedure and/or during use of the Service, that it has previously provided them with the information required by current legislation on the protection of personal data and that it has acquired their consent for processing. In any event, it is hereby understood that, in relation to said data, the Customer shall act as Data Controller, assuming all the obligations and responsibilities associated therewith and holding Namecase harmless, pursuant to article 10.16 below, against any dispute, claim or demand brought by third parties, in or out of court, 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 acknowledges and agrees that being granted a domain name does not confer any right to use such name and:

a) declares that it has the right to use and/or legal access to the domain name requested, and that the registration request and/or the selected domain name does not damage the rights and/or interests of third parties;

b) undertakes to use the Service solely for lawful purposes as permitted by the provisions of law applicable from time to time, by customs and habits, by the requirements of due diligence and in any case without violating any 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 content processed by it through the Service, for their security and storage and for carrying out

any other activity deemed useful or necessary for ensuring their integrity, and to this end agrees, at its own expense and under its own responsibility, to adopt appropriate and adequate security measures; (ii) for the content of the information, audio, texts, images, designs and data accessible and/or made available through the Service and in any case transmitted, distributed or posted by the Customer for whatever reason; (iii) for malfunctions 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 additional codes assigned to it by Namecase; and (v) for the management of access to its Dashboard (any connection, modification of the Service or order placed through the Customer's Dashboard is presumed to have been placed by the Customer).

**10.9** The Customer agrees and undertakes to comply with the documents stated below, without reservations regarding their content, declaring that it has carefully viewed:

a) the rules for the proper use of network resources, set out in the document "Netiquette", published on the website of the Italian Naming Authority, <https://www.nic.it/it/doc/2022/norme-di-buona-conductta-2022>;

b) the provisions contained in the Namecase Knowledge Base, on the website, <https://nidoma.com/en/service/howto>

c) the provisions contained in the policies prepared by the Registration Authorities responsible for the chosen domain extension, published on the relevant institutional sites such as for domain names with the .it extension, the Regulations and the Guidelines of ccTLD.it, published on the website, <https://www.nic.it/>, for domain names with the .eu extension, those published on the website, <https://www.eurid.eu>, for .es domain names published at the link, <https://nidoma.com/en/service/cgs>, for domain names with an extension other than .it, .es and .eu, those published at the link, <https://www.opensrs.com/docs/contracts/exhibita.htm>

d) the ICANN UDRP policy, <https://www.icann.org/resources/pages/policy-2012-02-25-en>, and the ".it" ccTLD Registration policy, <https://www.nic.it/it/gestisci-il-tuo-it/aspetti-legali>;

e) the document prepared by ICANN and published at the link, <https://www.icann.org/resources/pages/benefits-2013-09-16-en>

**10.10** The Customer shall equip itself, under its own responsibility and at its own expense, with all devices (including, but not limited to, telephones, 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.

**10.11** As regards proof of all the operations carried out from the Dashboard, the Customer acknowledges and accepts, for itself and for the third parties whom it has authorised to use the Service, for whatever reason, that only Namecase Logs kept in accordance with the law shall be valid. On the other hand, the Customer is solely and exclusively responsible for any other operation carried out for itself or for third parties or directly by them, in the use, administration and management of the Service; for the purpose, 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.

**10.12** The Customer hereby provides its consent so that Namecase can assign the Contract to Third Parties and/or transfer to Third Parties all or part of its rights and/or obligations under the Contract.

**10.13** The Customer acknowledges that the Internet is not controlled by Namecase and that, due to the distinctive structure of the internet itself, 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.

**10.14** The Customer exclusively assumes any 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.

## 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.

**11.2** Any requests for "customised" work and, in any case, work that requires Namecase to be informed of the Customer's Service Access Credentials or that in any case involves Namecase's access to the Customer Service must be sent to Namecase by means of a ticket from the reserved area. In such cases, by simply opening the ticket, the Customer authorises Namecase and/or any companies appointed by it to carry out the hardware/software intervention requested and/or necessary; the Customer acknowledges and agrees that this intervention shall take place within variable time frames based on the following criteria:

- a) type of action required;
- b) order of arrival of the action request;
- c) priority level of the action request.

In order to allow the correct and timely implementation of the requested action, the Customer agrees to provide all the specifications and information requested by Namecase. By sending the request for work referred to in this paragraph, the Customer:

a) declares that it is aware that such action involves a high degree of risk for the functioning of the Service, or for the

integrity of the data and/or information and/or content entered and/or processed via the Service; and

b) hereby accepts that he/she will bear all the associated risks; and

c) hereby undertakes, before carrying out the intervention, to obtain a complete backup copy of the data and/or information and/or content entered and/or processed by it through the Service.

Notwithstanding the above, the Customer hereby holds Namecase and/or the Companies controlled by it and their personnel, as well as the external Companies appointed for the intervention and their personnel, harmless against any liability for any direct or indirect damage of any nature and kind sustained and that may be sustained due to or as a result of the action referred to in this paragraph, including, but not limited to, total or partial loss or damage of the data and/or information and/or content entered and/or processed by the Customer through the Service, and total or partial interruption of the Service.

**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, Namecase, at its discretion and without the exercise of said right being subject to challenge as non-fulfilment or breach of the Contract, 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 attributable to the Customer, Namecase retains the right to bring an action for compensation. 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 the 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** The Customer, whether qualifying as a "consumer", identified, pursuant to the relevant legislation in force, as the natural person who acts for purposes unrelated to his/her business or professional activity, or whether not qualifying as a "consumer", shall always have the right to withdraw from the

Contract at any time, without any penalty and without stating the reasons therefor, by sending a written notice by registered mail, with confirmation of receipt, to Namecase GmbH, Wilhelmstrasse 27, 53111 Bonn, Germany. This notification may also be sent by email to the address, [support@nidoma.com](mailto:support@nidoma.com). Withdrawal shall be effective within 30 (thirty) days from the date of Namecase's receipt of said notification, thereby justifying Namecase's deactivation of the Service and any reimbursement of the portion of the amount paid corresponding to the number of days not used until the Contract's natural expiry date, after deducting the costs incurred and/or to be incurred.

**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) events caused by force majeure occur; (ii) the Customer is registered on the list of defaulters, has been declared insolvent, or has been subject to bankruptcy proceedings; (iii) is in default in any way in relation to Namecase, including for contracts other than this one; by virtue of which Namecase reserves the right to withdraw from this contract with immediate effect.

**13.3** At the end of the period stated above, the Contract shall be deemed to have ended and/or to have been terminated and Namecase may at any time deactivate the Service without further notice and reimburse the Customer for the portion of the fee paid, corresponding to the number of days not used, up to the next natural expiry date of the Contract, after deducting the costs incurred and/or to be incurred. 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 the amounts it has paid will be withheld by Namecase as a Namecase penalty and the latter shall be entitled to charge the Customer for any additional cost it may be required to incur, notwithstanding, in any case, 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 at Wilhelmstrasse 27, 63111 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 the normal technological evolution of hardware and software components, thereby guaranteeing for the Customer the same functions.

**15.4** Should Namecase make any technical-economic changes which are deemed to be detrimental or damaging in terms of performance and/or pricing, or make changes to any part of the contractual terms and conditions, the Customer shall be informed of such changes by e-mail or through publication on the website, <https://nidoma.com/>. The above-mentioned changes shall take effect thirty (30) 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, 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 indicated otherwise in the Contract, all notifications to the Customer may be sent by Namecase by hand, by e-mail, whether certified or not, by registered mail with confirmation of receipt, by ordinary post, or to the addresses provided by the Customer at the order stage and, consequently, such notifications shall be considered 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 from 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.

## 23. Additional "Backorder" Service

**23.1** By submitting the Order Form for the Backorder service, the Customer grants to Namecase an irrevocable mandate, without any obligation in terms of the result, to carry out the operations of registering/recovering so-called "expired" domain names (for example, but not limited to, during the "redemption period" or similar period) chosen by the Customer when becoming available again, at the minimum reservation price, at the price initially envisaged for access to the auction (as stated at link: <https://nidoma.com/en/service/pricelist>) or at the price specified by the same at the time of placing the order. The Backorder service may involve the purchase of one of the domain names listed by Namecase in the reserved area or other domain names specified by the Customer or domain names subject to ongoing auctions. In the latter case, the Customer accepts that the initial cost for accessing the auction will be withheld by Nidoma without the possibility of a refund.

**23.2** The Customer hereby acknowledges and accepts that this mandate will have come to an end when the domain name selected by the Customer, either in favour of the Customer or third parties, has been registered with the relevant Authority for the first time, and in any case will be granted to Namecase for no more than 60 (sixty) days from the moment the Order Form for the Backorder service was sent.

**23.3** The purchase of the additional Backorder service is subject to payment, by means of a Top-up, of the amounts specified in the price list available at the link, <https://nidoma.com/en/service/pricelist>. The cost of the chosen domain name will be defined at the end of the auction.

**23.4** Notwithstanding the provisions of article 4 of the Terms and Conditions, if other Namecase customers have also requested registration of the so-called "expired" domain names, the Customer hereby agrees to take part in a bidding

process involving offers that will conclude with allocation of the domain name in question to the highest bidder. This process will last for the period specified from time to time by Namecase and in any case no less than 48 hours and will in any case end at 6 pm (CET) after the end of the said period, subject to an automatic extension of (3) three minutes for each additional offer within the last (3) three minutes before the latest deadline for the process as specified by Namecase.

**23.5** The Customer hereby acknowledges and accepts that Namecase may delegate actual execution of the activities necessary for carrying out the aforementioned process to a third-party company of its choice.

**23.6** Namecase will deduct the price of the domain name from the Top-up only when there is a positive conclusion of the registration operations in favour of the Customer.

**23.7** The Customer acknowledges and accepts that, even after or pending execution of the bidding process, and in any case before official transfer of the domain name, Namecase may, at its sole discretion, decide not to assign the domain name to the Customer and/or, once the relevant contract has been signed, assign it to the previous owner, without the Customer being able to challenge the decision or enforce any rights or claim vis-à-vis Namecase. In this case, any amount deducted from the Top-up in order to pay for the domain name will be credited back to the Customer without applying any charge or interest.

## 24. Additional "Brokering" service

**24.1** The Customer may purchase the additional "Brokering" service either as the buyer or the seller of a domain name, depending on the option selected on the Order Form. The costs, fees and process are described in the reserved area. In either case, notwithstanding the provisions of art. 4.1, the Customer entrusts Namecase with the specific task of acting exclusively as an intermediary for the purchase and/or sale and/or Assessment of the domain name chosen and/or specified by it, where it may stipulate the relevant contract within the limits of the mandate granted to it.

**24.2** The duration of the additional "Brokering" service will be open-ended, unless the Contract is terminated. This shall be without prejudice to the Customer's right to withdraw giving 15 (fifteen) days' notice.

**24.3** The Customer hereby acknowledges and accepts that Namecase may delegate to a trusted third-party company the actual execution of the activities needed for providing the Additional Service referred to in this article.

**24.4** Namecase will deduct the value of the fees for the Additional Service referred to in this article from the Top-up only upon the successful conclusion of the corresponding registration operations in favour of Namecase or one of the companies referred to in the previous paragraph

**24.5** The Customer hereby acknowledges and accepts that, if the exclusivity constraint mentioned in paragraph 1 is breached, the Customer will be entitled to charge the Customer, as an alternative and at its sole discretion, an amount equal to the amount owed as compensation in the event of the positive outcome of the Brokering described in this article, calculated on the basis of the actual sale price of the domain name, or a fixed amount of €2,000.00 (two thousand



Euro), without prejudice to the right to request that the Customer pay compensation for further damages.

**24.6** The Customer hereby acknowledges and accepts that:

- a) if it is the seller, it may change the minimum price limit specified on the Order Form to a lower rate through a written notification to be sent to Namecase (by email, fax, etc.); this limit may not be increased at any time during the term of Namecase's mandate. Or
- b) if it is the buyer, it may change the maximum price limit specified on the Order Form upwards in a written notification to be sent to Namecase (by email, fax, etc.); this limit may not be reduced at any time during the term of Namecase's mandate.

**24.7** Unless there is a specific separate agreement between the Parties, Namecase undertakes to uphold the confidentiality of the Customer's data for the duration of the mandate referred to in this article.

## 25. Additional "Assessment" Service

**25.1** The Customer may also purchase the Additional Assessment Service, depending on the option selected on the Order Form, with the costs, fees and process specified in the reserved area.

**25.2** The Customer hereby acknowledges and accepts that Namecase may delegate to a trusted third-party company the actual execution of the activities needed for providing the Additional Service referred to in this article.

**25.3** Namecase shall increase the value of the fees for the Additional Service referred to in this article only upon the successful conclusion of the transactions referred to in paragraph 1.

**25.4** Unless there is a specific, separate agreement between the Parties, Namecase undertakes to uphold the confidentiality of the Customer's data for the duration of the mandate referred to in this article.