

General Terms and Conditions for the registration of domain names

Article 1. Definitions

Licensee: the natural or legal person with whom the present contract is concluded.

Registry: the legal person who manages and administrates the domain at the top level.

Free Domain Names: the domain name included in a DSL agreement. Depending on the DSL contract it either can be a .net or a .be extent.

Invoice: the document referred to as invoice or any other document by which Proxims claims payment of its services or collects, in the name and on behalf of third parties, the amounts related to the services of these third parties

Article 2. Role of Proximus SA

Proximus public limited company of Belgian public law, hereafter referred to as "Proximus", acts as a "Registrar" for the registration of domain names, i.e. it has been directly or indirectly authorized by the Registry concerned, to register domain names under the extension managed by the Registry.

Article 3. Obligations of Proximus

Within the framework of this contract, Proximus undertakes to provide the following services. This enumeration is restrictive:

- file the application electronically to the Registry;
- configure the domain names which are accepted by the Registry on a server;
- prolong the domain name registration, unless this contract (or the DSL agreement which forms the basis for the Free Domain Name) is terminated.

Proximus reserves the right to refuse to file an application if that application violates the Registry's General Terms and Conditions and/or, more generally, the domain name concerned includes expressions that are insulting or contrary to public decency and morality.

The service provided by Proximus, in the frame of this contract, does not include the hosting of a website on a Proximus server. If the Licensee desires the hosting of a website, a separate contract must be concluded for this purpose.

Article 4. Rights and obligations of the Licensee

4.1. The Licensee accepts that the registration of a domain name is only effective once Proximus informs the Licensee that the application procedure has been completed.

4.2. The Licensee shall check whether the domain name(s) applied for is/are available. This can be done via the 'check tool' on www.proximus.be/dns.

4.3. The Licensee shall provide Proximus with all the information that is required or may prove useful, and guarantees the accuracy of this information.

4.4. The Licensee must have a functioning e-mail address, and shall immediately inform Proximus in writing of any changes to this address or to the personal information listed in Article 7.

4.5. The Licensee acknowledges that Proximus will pay for the registration costs (of both first registration and the renewed

registration) at the Registry concerned on behalf of the Licensee. With the exception of the Free Domain Name, the Licensee shall pay Proximus the agreed price for delivering the service.

4.6 The Licensee is aware that the domain name cannot refer to a free, personal web space included in the Licensee's Internet access subscription (dialup, ADSL, etc.).

4.7 Regarding the .eu domain name, the Licensee declares that he complies with at least one of the following conditions:

- 1) If the Licensee is an undertaking, it must have its headquarters or place of business within the EU.
- 2) If the Licensee is an organization, it must have its place of business within the EU.
- 3) If the Licensee is a natural person, he or she must be resident within the EU.

Article 5. Terms and conditions of payment

This Article does not apply to domain names which are Free Domain Names.

5.1 The amounts billed by Proximus are payable within the period indicated on the bill. Payment must be made by bank transfer, to the account number specified by Proximus, with an indication of the appropriate reference details.

5.2 Proximus will inform the customer of the amount to be paid if the customer claims not to have received his/her bill. A copy of the bill is provided to the customer on request. Repeated requests by the customer for duplicate bills and requests for copies of bills predating the last three bills may result in the customer being billed a fixed administrative charge per copy.

5.3 If a bill is not paid within the period prescribed in Art. 5.1, Proximus will send a reminder to the defaulting customer or the third-party payer designated by him. This reminder will specify the new payment term. A fixed administrative fee will be charged for payment reminders.

The expiry of the payment due date indicated in the reminder shall serve as official notice to the customer. As from the expiry date of the bill, interest on arrears will be due on the non-disputed amount of the bill. For consumers, this interest will be calculated at the legal rate plus 3%, and for non-consumers at the rate determined in the Law of 2 August 2002 on penalties for late payment in commercial transactions.

On expiry of the final date for payment indicated in the reminder, all bills, irrespective of whether or not they are due, will become payable immediately, without notice being served.

In the event of partial payment, the amount paid is first used, without exception, to offset any interest due.

If Proximus entrusts the collection of the debts to a third party, the customer will be charged a supplement.

If, after the reminder, payment is still not forthcoming, the service will be suspended. The suspension date will be indicated in the reminder. On settlement of the unpaid bills, the service will be resumed and the domain name reactivated. In this case a flat-rate reactivation fee will be charged, however.

If the licensee fails to pay by the tenth day of the service being suspended, Proximus will serve official notice of definitive termination of the agreement. This official and definitive termination will enter into effect on the tenth day of the date of the letter notifying the licensee thereof. The amount billed by Proximus shall remain payable to Proximus notwithstanding premature termination of the agreement.

Article 6. Disputed bills

6.1 The customer must indicate the item concerned and the amount

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contested in any complaint filed.

The obligation to pay the contested sum is held in abeyance, regardless of whether the complaint was filed with Proximus or with the Telecommunications Ombudsman's Service. The amount not contested must be paid by the normal due date.

If Proximus rejects a complaint, the contested amount must be paid immediately. Proximus will indicate the due date for the contested amount in the letter notifying its decision.

6.2 Proximus will immediately take into consideration all complaints about bills that are submitted to it.

If it transpires that the customer has wrongfully contested the last two consecutive bills, or three of the last six bills, Proximus reserves the right to claim payment in full of the new contested bill.

Moreover, if the new complaint proves to be unfounded, Proximus may bill the customer for the costs of the investigation.

6.3 To be admissible, any complaint about amounts billed must be lodged with Proximus within two months of the billing date, without prejudice to any other means of recourse.

Article 7. Liability and guarantees

7.1 Under no circumstances shall Proximus be liable if the domain name registration is rejected by the Registry, or subsequently declared void, cancelled or suspended by the latter. The Registry has sole jurisdiction for this. In addition, Proximus shall not be liable in the event it loses its accreditation as Registrar at the Registry.

7.2 The Licensee agrees to comply with the regulations/legislations concerning domain name registration. The Licensee is fully aware that these regulations/legislations may be reviewed. The term 'regulations/legislations' also includes the General Terms and Conditions of the Registries. Proximus has no say over the content of these regulations/legislations and therefore shall not be liable for the consequences of these regulations/legislations or any changes to them.

The Licensee can obtain information about the regulations/legislation on the websites of the Registries.

7.3. The Licensee recognizes and accepts that the Registry will allocate domain names on a first-come, first-served basis.

This process for determining who "comes first" only applies to legally valid and complete applications. An application is considered complete when it is received by Proximus with all the information required.

7.4 The Licensee shall remain solely responsible for the name chosen and for the decision to register that name as a domain name.

It's the exclusive responsibility of the Licensee to assess whether the domain name for which he applied for infringes on a legislation/regulation or on an existing trademark or other prior rights of a third party.

Under no circumstances shall Proximus intervene or become involved in an out-of-court dispute settlement, such as the Alternative Dispute Resolution set up by the Registry.

Proximus shall not be liable for any damage whatsoever, whether direct or indirect (including loss of earnings of any kind, whether contractual, criminal or as a result of negligence), arising from or relating to:

- the simple registration or use of a domain name, even if Proximus is informed of such potential damage;
- registration or renewal (or the absence thereof) on behalf of a Licensee or third party resulting from a case of mistaken identity;
- the rights of third parties to a domain name;
- technical faults or problems with Proximus computer systems (e.g. unauthorized access or attempted access);
- the unavailability of a domain name due to the deactivation of the domain name by Proximus for non-payment of the invoices concerned.

The Licensee shall protect Proximus against any claim made by a third party regarding the registration of the domain name on a Proximus server. This guarantee entails, among other things, that the

Licensee shall defend Proximus and compensate Proximus for any damage incurred as a result of such a claim (especially with respect to legal costs, damages, etc.).

7.5. Proximus shall not be liable for any damage whatsoever, whether direct or indirect (including loss of earnings), arising from a domain that does not function for 72 hours or less. If a domain does not function, attributable to a grave error by Proximus, for more than 72 hours, Proximus liability is limited to € 3000.

The clauses 7.3 and 7.5 are not applicable on the Free Domain Name.

Article 8. Protection of privacy

8.1 The Licensee authorizes Proximus to process personal information and other data required for managing the domain name.

The personal information that the Licensee must share with Proximus are:

- name and address
- telephone and fax number
- e-mail address

Proximus shall only use this personal information to process the domain name(s) applied for by the Licensee, and in this context, shall also forward this information to the Registry concerned.

Proximus shall only forward the information to third parties if ordered to do so by the government, the dispute settlement body, or if it wants to include the information in the public guide for domain names, "Whois", as set out in para. 7.2 below.

Licensees have a right to access their own personal information. If this information is incorrect, the Licensee has a right to change it.

Licensees must inform Proximus immediately of any changes to their personal information, as stated above. Any negligence or delay in doing so may lead to a termination of this contract.

For further information about the processing of personal data by Proximus, the purposes of the processing, the categories of personal data concerned, the data collection method, the retention period of the personal data, and the way in which the Customer can exercise his rights and set his privacy preferences, please refer to Proximus' privacy policy which is available on proximus.be/privacy.

8.2 The Licensee authorizes the Registry to include this information in a public guide ("Whois"). The date of registration and status of the domain name, as well as the language chosen for the amicable dispute settlement, may be included in the "Whois" guide.

The Registry has full responsibility over the aforementioned public guide ("Whois"). Proximus has no involvement whatsoever in the management of this guide.

The Licensee may, at any time and without an explicit reason, instruct the Registry not to give out his personal information.

For .be domain names, this can be done by sending an e-mail to privacy@dns.be. DNS.BE will take all the necessary measures to stop, within five working days, this information from being passed on.

Article 9. Start, duration and termination of the contract

This article is not applicable on the domain names which are Free Domain Names. The rules regarding the start, duration and termination of these domain names are included in the concerned DSL General Terms and Conditions.

The contract starts when Proximus receives the electronic order.

The contract is concluded for a period of 12 months.

It will be automatically renewed for a period of 12 months, unless terminated in writing at least 30 calendar days before the end of the contract. The General Terms and Conditions effective on that date apply to the automatically renewed contract

Article 10. General provisions, applicable law and jurisdiction

The Registration Terms and Conditions enacted by the related 'Registry' or by the agent Proximus calls upon have to be considered as part of these General Terms and Conditions.

For .be it regards 'Terms and Conditions' (to be consulted on www.dns.be).

For .eu it regards the 'eu Domain Name Registration Terms and Conditions' (to be consulted on www.eurid.eu).

For the other extentions, it regards the 'Registration Agreement' (to be consulted on <http://www.opensrs.com/docs/contracts/exhibita.htm>).

By accepting these General Terms and Conditions, the Licensee also agrees with the aforementioned Registration Terms and Conditions.

These General Terms and Conditions have precedence over any general or specific terms and conditions of the Licensee.

Any conflicts arising from this contract or the interpretation or execution thereof, fall under the sole jurisdiction of the Brussels courts, which shall apply Belgian law