

General Terms and Conditions for Services

These General Terms and Conditions for Services (hereinafter referred to as the "GTC") apply between **Nameshield GmbH**, Company with a capital of 25000 €, registered with the Commercial Register of Frankfurt am Main under the number HRB128249, whose registered office is located at Walter-Kolb-Street 9-11, 60594 Frankfurt am Main, represented by Gérard GOURJON as General Manager, hereinafter referred to as "**Nameshield**", and any legal person placing an Order for a Service offered by Nameshield, and more generally using the Services (hereinafter referred to as the "**Client**"), hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

1. Recital

Nameshield, in its capacity as a domain name registrar and provider of trademark protection services on the Internet, offers a range of Services to the Client. The Client, wished to entrust the management of its domain name portfolio to Nameshield, as well as to benefit from additional services for domain name security and trademark protection on the Internet. It is in this context that the Parties have decided to enter into this agreement.

2. Purpose, Scope of Application, Form

The GTC determine the conditions under which Nameshield offers all its Services to the Client. The GTC apply to all our business relationships with our Clients. The GTC only apply if the Client is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law. Unless otherwise agreed, the GTC in the version valid at the time of the Client's order or in any case in the version last notified to the Client in text form shall also apply as a framework agreement for similar future contracts without Nameshield having to refer to it again in each individual case.

Our terms and conditions of business shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the client shall only become part of the contract if and insofar as Nameshield has expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if the client refers to its terms and conditions within the scope of the order and Nameshield does not expressly object to this.

Legally relevant declarations and notifications by the client with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these GTC includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in the event of doubts about the legitimacy of the declarant, shall remain unaffected.

Nameshield does not undertake to achieve a specific work result, but to provide its services in accordance with its best efforts. Each special Service is defined in the Appendix to these GTC.

The GTC consist of the following documents in the following order of decreasing legal importance. If provisions in the contractual documents contradict each other in whole or in part, the following hierarchy applies for the interpretation. As a rule, this agreement is decisive for the filling of regulatory gaps:

- the present GTC,
- the following appendices (the appendices do not have a hierarchy among them):
 - o Appendix 1: Registration and management of domain names;
 - o Appendix 2: Security certificates;
 - o Appendix 3 : DNS Premium
 - o Appendix 4 : Remediation services
 - o Appendix 5 : Monitoring
 - o Appendix 6 : TMCH and DPML agent

References to the applicability of statutory provisions are only for clarification purposes. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these GTC including the agreed annexes.

3. Definitions

"Order": means any Service ordered by the Client in accordance with the terms of Article 5.

"Client Account": means the personal account created by Nameshield for the Client to access the Management Interface. The Client Account is accessible with the access codes provided to the Client by Nameshield. Access codes (login and password) are personal, nominative and non-transferable.

"Price Conditions": means the document provided by Nameshield to Client and accessible on the Management interface. The Price Conditions are an integral part of the GTC.

"Client's Contact": means the Client's employee(s) which is authorized to access certain information concerning the Services, such as access the Client Account on the Management Interface, through the personal login(s) and passwords created and provided by Nameshield, and in accordance with the assigned user profile determined with the Client.

"Quotation": means the document sent by Nameshield, designating the Services ordered, their number, and their price. The signature of the Quotation by the Client implies the acceptance of an Order.

"Extension(s)": means the TLD (Top Level Domain) allowing the domain name to be associated with a naming zone. The extension can be either generic (.com, .net, .bank, etc.), or associated with a country code (.fr, .de, etc.).

"Working Hours": means the working days from Monday to Thursday from 8:30 a.m. to 7:00 p.m., and on Friday from 8:30 a.m. to 6:00 p.m., metropolitan German time, with the exception of legal German public holidays in Frankfurt am Main,

"ICANN" (Internet Corporation for Assigned Names and Numbers): means the Internet Governance Organization, to which Nameshield is accredited, and that is responsible in particular for defining the rules on Generic Extensions (gTLDs), validating domain name Extensions and designating the organizations in charge of their administration.

"Management Interface": means the secure platform developed by Nameshield accessible with the Client Account and enabling the Client to order and manage certain of its Services.

"Registry": means an organization in charge of the administration, the management of a Top Level Domain (or Extension), and defining the registration and conflict resolution rules for the domain names under the Extension it manages. For the purposes hereof, a Registry means any provider selected by Nameshield to provide domain name registration services.

"Service(s)": refers to all services offered by Nameshield, for which appendices specify the terms and conditions of ordering and implementation. Thus, each Service has specific terms and conditions described in Appendix.

"Website": means the Nameshield website accessible at www.nameshield.com, and in particular allowing the Client's Contact to access the Management Interface with the Client Account.

"Whois" or "RDAP" (« Registration Data Access Protocol »): means the lookup service provided by Registries and domain names registrars to obtain information on a domain name.

4. Management interface

4.1. Access

The Order and management of certain Services are accessible by the Client on a Management Interface developed, maintained, and hosted by Nameshield, and accessible via a remote connection.

The Client is informed that the Management Interface may be subject to corrective and progressive maintenance interventions that may occasionally limit access to the Client's Account on the Management Interface. Maintenance periods are announced in advance to the Client. However, the eventual unavailability of the Management Interface does not affect the availability of domain names, and does not prevent the Client from contacting customer service department by e-mail or phone.

4.2. Client account

Access to the Management Interface by the Client is conditioned by the creation of a Client Account by Nameshield. Nameshield provides a unique login and password, allowing the Client's Contact to perform actions and order Services.

The login and password are sent by separate emails by Nameshield in order to guarantee their security. The Client's Contact is the sole guardian and has full responsibility for maintaining confidentiality and security of its login and password. The password must remain strictly confidential and personal. It is the Client's responsibility to provide and maintain all necessary information for the creation and management of the Client Account.

The Client is the only administrator of the Client Account. Consequently, the Client is entirely responsible for the actions performed by him via the Management Interface, it being understood that Nameshield will be involved as technical support if necessary. Any action performed using Client's Account access codes is deemed to have been performed under the Client Contact's responsibility or with his consent. Thus, the Client and the Client's Contact alone will bear the harmful consequences that could result from the use by an unauthorized third party who would have had access, directly or indirectly, by whatever means, to the Management Interface.

4.3. Access security

The Client is responsible for using the security IP (Internet Protocol) addresses associated with the Client Account as much as possible. Nameshield also provides the Client with an option that can be activated at any time, which consists of activating IP address filtering for access to the Management Interface.

The Client undertakes to delete or request the deletion in writing to Nameshield, including by e-mail, of any access of persons who no longer having the capacity of Client's Contact, and thus no longer having the authorization to use the Management Interface.

In the absence of a deletion request made or requested by the Client, Nameshield cannot be held responsible for actions taken by a Client's Contact who no longer has this authorization.

The Client is the sole responsible for assigning and removing access rights to the Client's Account, as well as actions that may be performed on the Management Interface or requested to Nameshield by a Client's Contact,.

Nameshield reserves the right to remove accesses on a preventive basis at its own discretion to prevent misuse, by notifying the Client in advance.

5. Orders, Conclusion of Contract

Orders for Services may be made by the Client's Contact directly via the Client's Account on the Management Interface, or by Client's Contact by requesting a Quotation or operations by email from Nameshield's customer service department.

The online Order shall be deemed to have been placed when the Client's Contact has validated the basket by clicking on the Order validation box.

The Order by Quotation is deemed to be validated when the Client, through the Client's Contact or the Authorised Contact, has sent the signed Quotation by return e-mail.

The Order of Services or operations by e-mail requires the Client to indicate in a complete and unequivocal manner the type of Service required and any other details useful for Nameshield to understand the need. The prices applicable to Services ordered by e-mail are those set out in the Price Conditions.

6. Right of withdrawal

During an agreed term of contract, each party may only terminate the agreement for cause, which exists if facts are present on the basis of which the terminating party cannot reasonably be expected to continue the contractual relationship, taking into account all circumstances of the individual case and the interests of both parties. Any termination must be in writing. The notice of termination must be signed in person by the party giving notice.

If the termination is caused by conduct of the other party which is in breach of contract, it must compensate for the damage resulting from the termination of the contractual relationship.

7. Obligations

Parties agree, for the entire duration of the GTC, to faithfully perform their respective obligations and to seek in good faith all possible solutions likely to achieve a rapid and equitable resolution of any problems or difficulties that may arise in connection with the performance of Services under these GTC. As such, the Parties are mutually bound to an obligation of cooperation and information for the execution of the provisions hereof.

7.1. Client's obligations

In addition to the contractual obligations detailed in the Appendices for each Service, and in order to ensure the successful execution of this agreement, the Client declares and undertakes to:

- The Client shall ensure that Nameshield is provided with all documents and information necessary for the performance of its activities in a timely, correct and complete manner and without charge;
- Provide full availability for the performance of the Services in complete serenity and in accordance with these GTC;
- Have read the present GTC before any Order of a Service and to comply with the conditions;
- Ensure that the use of any Nameshield Services (i) does not infringe the rights of third parties, (ii) is not directly or indirectly contrary to legal and/or regulatory provisions, including those relating to public order, in force in Germany, France, and abroad, (iii) does not damage Nameshield or disrupt Nameshield's computer systems;
- Ensure the complete payment of the price according to the conditions fixed by the Price Conditions, and this within the deadlines;
- Notify Nameshield of any change in the Client's economic situation involving, in particular, a suspension of payments, a reorganization or a liquidation;
- Declare to Nameshield accurate and complete data and keep them up to date, and provide any proof on simple written request, including by e-mail, from Nameshield, at its own expense, in particular in the event of necessary updating of Whois information, in the event of compliance with ICANN obligations or Registries, or for the provision of certain Services;
- Ensure compliance with these GTC and applicable Appendices by any person to whom the Client has granted a right of access, administration, use on all or part of the Management Interface or Services ;
- Define a single Client's Contact in order to secure the exchanges between the Client and Nameshield, it being understood that the Client's Contact (besides the legal representatives of Client, subject to pre-identification) will be considered as the only contact to whom Nameshield will accept to answer. The Client, through Client's Contact, has the possibility to determine in writing a second Client's Contact, assigned to actions in respect of the user profile determined with the Client and under its responsibility ;
- Report to Nameshield any dysfunction affecting the Management Interface or any of the Services, without any undue delay, but not later than five (5) working days following the occurrence or knowledge of the dysfunction, so that Nameshield can take it into account;

- Provide written notice of any load testing that it may wish to perform on the technical infrastructure so that Nameshield can put in place the necessary technical means to prevent requests from being filtered and considered as fraudulent computer attacks;
- Provide any technical audit report carried out on the Nameshield Services and/or infrastructure.

If the Client culpably fails to perform a required act of cooperation or to perform such act in a timely or in the agreed manner, any costs incurred by Nameshield as a result thereof (e. g. delays, additional expenses) must be borne by the Client.

7.2. Nameshield's obligations

Nameshield acts in compliance with the legal and regulatory provisions, and in its capacity as an accredited registrar by ICANN and the Registries, in accordance with the specific regulations of ICANN and the Registries. Nameshield and all its employees respect these aforementioned provisions.

Nameshield will make its best efforts to ensure the continuity, permanence and quality of service of the Management Interface and Services. Client acknowledges that Nameshield is only bound by a best-efforts obligation. Nameshield undertakes to inform, alert and advise the Client on the most appropriate means to implement the Services.

Nameshield undertakes to restore to the Client, at his request and at the latest upon termination or at the end of the contractual relationship, for any reason, any materials, tools or other elements that have been transmitted to him in the context of the performance of the Services.

Finally, Nameshield reserves the right to refuse any Service Order whose subject matter is manifestly defamatory,, public order, or to the rights of third parties and in particular personality rights, intellectual property law or more generally any pre-existing distinctive sign.

8. Term

Unless otherwise specified in the Appendices, each Service specified in the Appendices shall have a Contract Period of twelve (12) months as from its conclusion automatically renewed for successive periods of twelve (12) months. Each of the Parties may terminate the agreement in writing subject to compliance with a notice period of three (3) months to the end of the respective term.

Each Service may have its own subscription duration. The ordinary termination within the agreed notice period, for whatever reason, of one Service does not automatically terminate other Services with their own duration; they continue until the end of their own duration.

The right to terminate the contract for good cause remains unaffected.

9. Prices and payments conditions

Nameshield's prices and terms of payment are set out in the Price Conditions attached to these GTC. In the absence of any mention in the Price Conditions, the prices in force are those indicated on the Client Account on the Management Interface. The prices of specific Services, depending on the Client's specific needs, are sent by Quotation at the request of the Client Contact.

Prices are quoted in Euros and are subject to statutory value added tax.

The Client is informed that Nameshield will apply any price variation decided by the Extension Registries, subject to informing the Client thirty (30) days prior to the application of the said increase.

In addition, the Parties agree that the prices of the Services may be subject to an automatic annual adaption, without formality, at the end of the first quarter of each calendar year, on the basis of the variation of the French SYNTEC index.

The revision will be calculated on the basis of the following formula, either upwards or downwards:

$$P = P0 \times (S1 / S0)$$

P = Revised price

P0 = Original contractual price or last revised price

S1 = Value of the last known SYNTEC index at maturity

S0 = SYNTEC index value of the year N-1 in relation to the revision date

If the SYNTEC index disappears, the Parties will agree on the new index to establish a formula with comparable effect.

Nameshield will send the Client an invoice at the end of the current month in accordance with the following provisions and the terms and conditions set out in the Price Conditions.

Unless otherwise agreed in the annexes, the remuneration shall be due and payable within 30 days date of emission of the invoice. However, Nameshield is entitled at any time, even within the framework of an ongoing business relationship, to perform a service in whole or in part only against advance payment. Upon expiry of the aforementioned payment deadline, the client shall be in default. During the period of default, interest shall be charged on the remuneration at the statutory default interest rate applicable at the time. Nameshield reserves the right to assert further damage caused by default. In relation to merchants, Nameshield's claim to the commercial due date interest rate (§ 353 HGB) shall remain unaffected. Nameshield expressly refers to its statutory claim pursuant to Section 288 para. 5 BGB (German Civil Code) for payment of a lump sum for default in the amount of 40 euros in each case.

If, after the conclusion of the contract, it becomes apparent (for example, by filing for insolvency proceedings) that our claim to the agreed remuneration is jeopardised by the client's inability to pay, Nameshield shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (Section 321 of the German Civil Code).

Nameshield may refuse to honour the Order or the Service in the event of non-payment. In the event that Nameshield does not receive full payment, Nameshield reserves the right to suspend Service. The client shall only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. In the event of deficiencies, the client's counter rights shall remain unaffected, whereby the following shall apply: Nameshield shall be entitled to make the subsequent performance owed dependent on the client paying due remuneration. However, the client shall be entitled to retain a part of the remuneration that is reasonable in relation to the deficiency.

In addition, the terms and conditions of payment are set out in the corresponding Price Conditions and Annexes.

10. Liability

Insofar as nothing to the contrary arises from these GTC including the following provisions, Nameshield shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

Nameshield shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, Nameshield shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), in the following cases

- a) for damages arising from injury to life, body or health,
- b) for damages arising from the breach of an essential contractual obligation (obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance

of which the contractual partner regularly relies and may rely); in this case, however, Nameshield's liability shall be limited to compensation for the foreseeable, typically occurring damage.

The limitations of liability resulting from the above subsection shall also apply to third parties as well as in the event of breaches of duty by persons (also in their favour) for whose fault Nameshield is responsible in accordance with statutory provisions. They do not apply insofar as a defect was fraudulently concealed or a guarantee for the quality was assumed and for claims of the client according to the Product Liability Act.

Due to a breach of duty that does not consist of a defect, the client may only rescind or terminate the contract if Nameshield is responsible for the breach of duty. A free right of termination on the part of the client is excluded insofar as the contract is concluded for a definite period. Otherwise, the statutory requirements and legal consequences shall apply.

Nameshield cannot be held responsible for any faults committed by the Client's Contacts. Nameshield is in no case responsible for the proper respect of the obligations of a Client's Contact towards the Client, including in the event of an Order of Services or a use of Services by it.

Nameshield cannot be held responsible for any indirect or unpredictable damage, i.e. all those which do not result directly and exclusively from the total or partial failure of the Services provided by Nameshield, such as in particular commercial loss, order loss, damage to the brand image, any commercial trouble, loss of profits or clients, for which the Client will be its own insurer or will be able to contract the appropriate insurances.

Nameshield shall in no event be liable for the quality of service of the Services, in particular in the event of denial of service attacks, failures related to Internet access, power outages, interruption of telecommunication lines, network overload, acts of third parties, natural disasters, actions or inactions of the Client, or acts resulting from a failure of the Client's hardware, software or other technologies.

Nameshield shall not be liable for any loss, damage or injury that may occur as a result of events beyond its control, including, without limitation, an interruption of service beyond its control, malfunctions in the Internet network, a technical problem affecting the domain name registration system, and generally resulting from any event beyond Nameshield's control, including delay or non-performance of the Registries.

In the event of a claim for compensation by the Client, resulting from Nameshield's direct fault proved by the Client, the amount calculated shall never exceed, all damages combined, the cumulative amount of the invoiced amounts by Nameshield to the Client over the last twelve (12) months.

11. Warranty

The Client warrants that it is solely responsible for infringements of (i) third parties rights and in particular intellectual property rights, (ii) laws and regulations in force, (iii) public order, in particular with regard to the choice of domain names.

The Client warrants Nameshield against any claim or action that third parties may bring as a result of the Client's use of the Services provided. The Client undertakes to exempt Nameshield from any liability and to bear all reasonable expenses, reasonable attorneys' fees, damages and legal costs that Nameshield would have to assume for the defence of its interests, by way of a final and enforceable court decision or a transaction.

Likewise, Nameshield warrants that it is the holder of the intellectual property rights enabling it to conclude this agreement and that the latter are not likely to infringe third parties rights. Nameshield warrants that Services will not constitute, in whole or in part, infringement or unfair competition.

12. Data protection

Parties undertake to comply with the legal and regulatory provisions in force relating to personal data protection (hereinafter "**Personal Data**"), in particular Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement

of such data.. Nameshield has published a personal data policy, accessible on the Website at: [...], and applicable to the processing of Personal Data by Nameshield in connection with the provision of the Services.

13. Confidentiality

Parties undertake to keep strictly confidential and not to disclose to any person whatsoever, except to those of their managers and employees or to any counsel to whom they may have recourse, or to meet a legal or judicial obligation provided that the latter are subject to an obligation of confidentiality, whether by operation of law or by written agreement, non-public documents and information, exchanged orally or in writing, on any format whatsoever, concerning the other party of which they have had or will have knowledge both before and after the acceptance of these GTC and in particular documents and information relating to the following fields: Management Interface, products and services, Services, prices, clients, strategy, IT developments, financial situation, commercial or partnership agreements. This commitment shall remain valid for five years after the termination of the contractual relations between the Parties.

14. Early termination

If these GTC does not provide for a term, either Party may, at any time, terminate the agreement without compensation, in writing, subject to ninety (90) days' notice.

In any event, the expiration of the agreement will not terminate any defined confidentiality obligations or any other provision that explicitly provides the survival of an obligation upon the expiration of the agreement under these GTC.

15. Force majeure

Neither Party may be held liable in the event that it is unable to fulfil its contractual obligations by an act of another Party or for reasons of force majeure. Insofar and as long as a case of force majeure exists, the parties shall be temporarily released from their performance obligations. Force Majeure is an external event, caused by elementary forces of nature or other extraordinary environmental events or by the actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically reasonable means even by the utmost care reasonably to be expected in the circumstances and which is also not to be accepted because of its frequency, in particular the following events : total or partial lawful strikes, lockouts, epidemics, blockage of transport or supply for any reason whatsoever, earthquakes, fires, storms, floods, , governmental or legal restrictions, legal or regulatory changes to marketing methods, telecommunications blockages, including operators' networks.

Services whose performance would be suspended due to force majeure will be performed again as soon as possible after the effects of the non-performance cause has expired.

In the event that an event of force majeure should delay the performance of the Services provided under these GTC for a period longer than one (1) month, each Party may terminate this agreement in writing without being able to claim any compensation from the other.

16. Applicable law, Jurisdiction

These GTC and the entire contractual relationship between Nameshield and the Client shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

If the Client is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction - including international jurisdiction - for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of Nameshield in Frankfurt am Main, Germany. The same shall apply if the Client is an entrepreneur within the

meaning of Section 14 of the German Civil Code (BGB). However, Nameshield shall in all cases also be entitled to bring an action at the place of performance of the obligation pursuant to this GTC or a prior individual agreement or at the Client's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

17. Electronic exchanges proof

The Parties declare that they may exchange information necessary for the performance of the Services which are subject to this agreement, including invoices, by electronic message and by computer file.

18. Divisibility

If any provision of these GTC is or becomes ineffective or unenforceable in whole or in part, this shall not affect the effectiveness of the rest of the GTC and the contractual relationship.

Appendix 1 - Domain name registration and management

1. Recital and purpose

Nameshield offers, as part of its activity as a domain name registrar, services for the registration, management, renewal and transfer of domain names with the Registries (hereinafter referred to as "Services").

Any Order for the registration of a domain name with Nameshield implies full and complete acceptance by the beneficiary of the rights to use the domain name of the present Appendix "Registration and Management of Domain Names".

This Appendix specifies in supplement to our above stipulated General Conditions the conditions under which domain names are marketed by Nameshield. Terms used in this Appendix beginning with a capital letter have the same meaning as given to them in the GTC, unless specifically defined in this Appendix.

2. Domain name registration

2.1. Principle

Nameshield is an ICANN and Registry accredited registrar to assign and manage domain names in various Extensions. Nameshield is bound by contracts with ICANN and the Registries and is therefore obliged to respect and reflect some of these obligations to the Client in the conditions detailed in the present Appendix.

Apart from using the Management Interface, it is understood that requests relating to domain names (registration, cancelation, renewal, zones' modification, outgoing transfer, etc.) must be made in writing by electronic form, to the Nameshield customer service department.

2.2. Domain name registration

In order for Nameshield to proceed with the registration of a domain name, the Client agrees to provide all accurate, precise and reliable information that Nameshield may require, and having obtained permission from third parties where applicable. It is understood that information requested may vary from one Registry to another. In particular, some Registries require the identification of a natural person to validate the registration of a domain name, and may thus require the provision of identity documents such as a passport copy.

The Client acknowledges that such personal information may be delivered to the Registries and some of it may appear publicly on Whois records, serving as the worldwide basis for the namespace.

The Client has the obligation to keep these information up to date throughout the duration of the domain name registration and will be held responsible in this regard in the event of a dispute.

The Client is fully responsible of domain name it registers. Consequently, it is fully responsible for any consequences relating to the choice, registration and use of a domain name, including in the event of a license granted to a third party. In the event that the Client grants a license to a third party on a domain name, it shall remain bound by the terms hereof.

In order to fight crime and in accordance with the contractual relationship between Nameshield and the Registries, the Client is prohibited from distributing malicious software, carrying out or participating in phishing or piracy, infringing the trademarks or copyrights of third parties, setting up fraudulent or deceptive practices, selling counterfeit products or engaging in any activity contrary to applicable law. Such a proven scenario could involve the suspension of the registered domain name without the Client being able to pursue Nameshield's liability.

The Client accepts that a domain name registration request does not constitute validation of the registration, which only becomes effective after acceptance of the registration request by the Registry. Consequently, the

Client must meet the eligibility conditions set by the relevant Registry and in particular the local presence conditions, and will undertake to respect them. Nameshield undertakes to make its best efforts to transmit the application for registration to the Registries as soon as possible.

After acceptance, the domain name is registered in the database managed by the Registry and assigned to the Client. Client acknowledges that acceptance of registration is at the sole discretion of the Registry; accordingly Client shall not hold the Registry or Nameshield liable for any damages that may result from refusal or cancellation of registration.

The Client acknowledges and accepts that there are so-called "premium" domain names. These premium domain names are composed of a specific term and/or extension, the list of premium domain names is defined by each Registry. Client acknowledges that Nameshield has no decision-making authority over the determination of these domain names. It is understood that a domain name owned by a Client may become premium during the annuity period and the price will then be reflected on the Client. Nameshield will inform the Client in advance and the Client may cancel or not order the concerned domain name.

2.3. Domain name availability

The Client acknowledges that a domain name may appear available during its research of availability and be already reserved or in the process of being reserved. In this case, the registration request will be refused and Nameshield or the Registries will not be held liable. The Client will not be charged.

2.4. Verification and update of whois data

In accordance with ICANN rules, Nameshield is required to send an annual communication to all of its Clients, inviting them to verify the Whois data of the Generic Extension domain names. Thus, each year, during the month in which the expiration of each domain name occurs, the Client receives an e-mail inviting it to verify the Whois data related to its domain name. The Client has the obligation to keep this information up to date throughout the duration of the domain name registration and will be held liable in the event of a dispute.

The Client is required to update the Whois data of the Generic Extension Domain Names without undue delay but not later than seven (7) days following any change of situation during the term of registration of a Generic Extension Domain Name, or any request by Nameshield to validate the Whois data.

3. Domain name renewal

Domain names expire at the end of the registration period chosen by the Client at the time of the first registration or renewal, and also depends on the type of Extension. Domain name renewal can be configured automatically. The configuration of automatic renewal is specified in the Price Conditions. Nameshield reserves the right to unilaterally exclude the Client from this option in the event of default of payment.

In case of non-automatic renewal, it is understood that the Client must submit the renewal request in writing to the customer service department with reasonable notice, or perform the renewal action on the Management Interface via the Client Account by setting up the renewal of the desired domain names. Notice of renewal is usually deemed reasonable up to 60 days before the domain name expiration date. Nameshield sends domain name expiration alerts, in the absence of automatic renewal settings, to the email address chosen for this purpose by the Client. Renewal alerts are sent between 90 days and 30 days before the domain name expiration date, with a final reminder on the Sunday prior to the domain name expiration date.

The Client is responsible to inform Nameshield of his intention to renew or not the domain name, in writing by electronic form or via the link contained in the email, inviting him to connect on the Management Interface. In the absence of a decision by the Client to renew or cancel a domain name, Nameshield does not proceed with the renewal and the domain name thus falls back into the public domain.

When a domain name expires, it enters a "redemption period" for a period determined by the Registry. Nameshield shall inform the Client in writing at least 30 (thirty) days before the start of the redemption period. The Client is informed that Nameshield is obliged to switch off the DNS servers during the redemption period, in

accordance with the obligations imposed by ICANN. Upon expiry of the redemption period, the domain name becomes available again for public registration under the terms of the Registry.

During the redemption period, the Client may request the reactivation of the concerned domain name. Charges indicated in the Price Conditions are then applicable.

Nameshield cannot under any circumstances be held responsible for the Client's failure to renew a domain name, causing the domain name to fall into the public domain, if the Client has been informed of the renewal alerts and the redemption period sent to the email address provided by the Client for this purpose.

4. Domain name transfer

4.1. Incoming transfer

The incoming transfer of a domain name consists for Nameshield, on request of the Client, to take into management an existing domain name operated by a third party registrar.

The Client acknowledges that the incoming transfer of a domain name does not depend exclusively on Nameshield, but also on other elements independent of Nameshield, since it requires the intervention of various parties and the respect of a certain number of rules imposed by the Registries, in particular the validity of the information of the domain name holder and the cooperation of the registrar initiating the outgoing transfer. Nameshield undertakes to assist the Client in the process of incoming domain name transfer to its best efforts.

It is the Client's responsibility to request certain information and carry out certain procedures with the previous registrar in order to transfer the domain name to Nameshield. It is understood that these steps vary according to the type of domain name Extension.

As such, the Client undertakes to provide Nameshield with all the information necessary for the incoming transfer of the domain name (authentication code, unlocking the name, zone files, etc.). The Client is required to notify Nameshield if the domain name has, at the third party registrar, a DNSSEC zone signature (DNSSEC option), a traffic geolocation (GeoIP option), or a system for switching the zone registration(s) to one or more backup IP address(es) in case the default address is unavailable (Failover option). The Client is informed that the failure to provide this information may result in the interruption of the services associated with the domain name, for which Nameshield shall in no event be held liable.

It is up to the Client to specify if it is required to change the holder of the domain name. The fee set for this service is provided in the Price Conditions.

The expiration date of the transferred domain name within Nameshield is communicated to the Client as soon as the incoming transfer is finalized. The Client undertakes to pay the price for the duration of the registration, as indicated in the Price Conditions.

If the incoming transfer fails for any reason beyond Nameshield's control, Nameshield shall not be liable. Thus, if the information provided by the Client, in particular the zone files, are incorrect, and cause a service interruption when a domain name is transferred from a third party registrar to the Client, Nameshield cannot be held responsible and no compensation shall be claimed by the Client. However, Nameshield undertakes to use its best efforts to assist the Client to identify the problem and participate in its resolution.

4.2. Outgoing transfer

The outgoing transfer of a domain name consists for Nameshield, at the Client's request, to transfer a domain name under management by Nameshield to a third party registrar.

In this case, it is understood that:

- All amounts due to Nameshield relating to the domain name concerned by the outgoing transfer must be paid before the beginning of the outgoing transfer procedure. Nameshield reserves the right to block the outgoing transfer in the event of Client's debit balance;
- The outgoing transfer procedure can only take place after a period of 60 days following the registration of the domain name, or the incoming transfer of the domain name to Nameshield, or the change of ownership (organization, name, first name or email address of the domain name holder under a generic Extension) of the domain name, in accordance with the rules established by ICANN ;
- The outgoing transfer request must be made in writing to Nameshield customer service;

After having notified Nameshield in writing, the Client may initiate the outgoing transfer from its Client Account on the Management Interface. The necessary elements for the outgoing transfer of a domain name (authentication code, zone file, etc.) are accessible on the Management Interface, provided that the conditions listed in this article are met.

Once the Client has obtained the necessary elements for the outgoing transfer, the Client acknowledges that it is the responsibility of the third party registrar to initiate the transfer procedure. It is the Client's responsibility to check with the third-party registrar that the DNS configuration and installation of the zone file have been carried out. Nameshield cannot be held liable for any dysfunction of a Domain Name once the outgoing transfer has been finalized.

4.3. Suspension, forced transfer or cancellation

Nameshield will execute any request for cancellation or transfer of a domain name notified by an enforceable court decision, arbitration award, alternative dispute resolution procedure, or judicial liquidation, and shall not be held liable for it.

Likewise, the Client is informed that failure or refusal to apply a procedure established by ICANN or a Registry, following a compliance request made by Nameshield, may result in the suspension, cancellation or transfer of the domain name that is the subject of a non-compliance established by ICANN or a Registry, without Nameshield being held liable.

In the alternative dispute resolution procedure, if the disputed domain name expires or is deleted, the complainant of the procedure has the possibility to renew or re-establish the domain name under the same conditions as the former registrant. The domain name is then set to "on hold" or "lock" status by Nameshield. The holder's information on the Whois database will be deleted and will indicate that the domain name is in dispute. If the procedure is cancelled, or the dispute does not result in favor of the complainant, the registrant then has the right to recover the domain name during the grace period and may renew the domain name. Otherwise, the domain name is deleted within 45 days.

4.4. Ownership transfer

In accordance with ICANN's IRTP (Inter-Registrar Transfer Policy) regulations, any modification of the Whois record concerning the name of the holder, the surname and first name of the holder, and/or the email address of the holder of a domain name registered under a generic Extension, is considered as a change of registrant and thus has the consequence of locking the domain name in the current registrar for a period of 60 calendar days, running from the date of finalization of the modifications made. This lock period prevents the concerned domain name from being transferred to another registrar.

This locking period prevents the transfer of the concerned domain name to another registrar. Thus, when a generic domain name holder is changed, a double verification must be implemented by the registrar managing the domain name concerned.

The registrar is required to first send an email requesting validation of the transfer of the domain name to the old and new registrant, then a second email confirming the transfer of the domain name to the old and new registrant when the operation is finalized.

In order to facilitate the transfer of ownership, the Client accepts that Nameshield be designated as its validating agent. Therefore, the Client explicitly authorizes Nameshield to approve on its behalf any transfer of ownership of domain names concerning generic domain names managed by Nameshield. If the Client no longer wishes Nameshield to be its validating agent, it must send a written request electronic form to Nameshield customer service.

In the case of a Reseller's Client, in addition to the above conditions, it is the Reseller's responsibility to ensure that both the former and the new registrant of the gTLD domain name being transferred are informed that Nameshield is its validating agent. Upon ICANN's request, Nameshield may be required to ask the reseller to provide proof of Nameshield's designation as validating agent by the said registrants.

5. Local presences

For the registration or the renewal of domain names with certain Extensions, it may be requested by the Registry to fulfill local presence requirements. The Registry may in fact requiring the Client, as the holder contact and/or administrative contact for the concerned domain name, to have a registered office (e.g. subsidiary) in the country associated with the Extension.

In the event that the Client is unable to provide a local presence, Nameshield has local partners to provide a local presence to the Client whose prices are indicated in the Price Conditions.

6. Anonymous registration

In the event that the Client wishes to register a domain name anonymously, Nameshield offers an anonymization service that displays in the Whois database different contact information than those of the Client, in order to ensure confidentiality. Nameshield reserves the right to refuse the registration of a domain name anonymously if a term in the domain name infringes the third party intellectual property rights, or is in violation with legal and regulatory provisions, including those relating to public order.

An anonymization contract is sent to the Client on a case-by-case basis and specifies the anonymization conditions. The Domain Name Order will only be placed once the anonymization contract has been signed by the Client and received by Nameshield.

7. Registry lock

Nameshield can offer the Client, for certain extensions, the option of setting a "registry lock" on the Client's domain name, i.e. blocking the domain name at the Registry level. This service constitutes an additional protection, since it makes the modification of Whois information conditional on the delivery of a passphrase, which is provided by the concerned Registry. In this context, Nameshield keeps the security passphrase associated with the concerned registry lock domain name.

To ensure a high level of security, only a Customer Contact is authorized to lift the Registry Lock on a domain name. The operations are performed by Nameshield's customer service department during business hours, upon request of the Client Contact by e-mail.

This service is subscribed for one year, automatically renewed on the expiry date of the concerned domain name. It is the Client's sole responsibility to notify Nameshield's customer service in writing of its wish to terminate the Registry lock service, with a three-month notice period. The Client accepts that the Registry lock is subject to the domain name expiration dates. Thus, in the event of a registry lock subscription on a domain name already being registered, the first year of subscription is invoiced prorata to the remaining duration of registration of the domain name prior to its renewal.

8. Standard DNS

Nameshield allows the Client to provide hosting of the domain name on the Standard DNS. This Service, included in the domain name fee, consists of the provision of standard DNS hosting ensuring basic functionality for the technical configuration of domain names.

Nameshield shall use its best efforts to ensure the availability of Standard DNS hosting.

Standard DNS is included up to a limit of one million five hundred thousand (1,500,000) queries per week. If the number of weekly queries is exceeded, Nameshield may notify the Client and recommend the Premium DNS Service, which is based on an anycast network with advanced options (advanced anti-DDOS filtering, point of presence multiplication, DNSSEC, Failover, GeoIP, advanced statistics, specific configurations, and high availability).

If the Client does not subscribe to the Premium DNS Service, Nameshield reserves the right to charge for additional requests.

In the event of successive denial of service attacks on one or more of the Client's domain names hosted on the Standard DNS, resulting in the number of queries being exceeded and excessive load on the Standard DNS service, Nameshield may take interim measures on the DNS hosting of the affected domain name(s) (up to and including suspension of DNS hosting), in order to ensure continuity of service of the Standard DNS for the remaining domain names.

9. Registry policies

The Client acknowledges and accepts that Nameshield acts as technical and administrative agent between the Registries and the Client. It is the Client's responsibility to be aware of the specific rules of each Registry and to respect them. By accepting the present Appendix, the Client also accepts the conditions and rules imposed by the Registries.

Indeed, each Registry has its own domain name registry policy which imposes obligations on registrars. Nameshield is therefore bound to respect these obligations and to reflect them to the Client.

To be aware of the Registry policies, Nameshield invites the Client to consult the IANA (Internet Assigned Numbers Authority) website, referencing all domain name extensions, and allowing the Client to consult the applicable policies of Extensions of each Registry. The IANA website is available at <http://www.iana.org/domains/root/db>.

The Client is informed that a Registry may modify its naming policy at any time. It is therefore the Client's responsibility to regularly consult the Registry conditions. Nameshield is not obliged to inform the Client of each modification made by the Registry. When ordering, Nameshield will inform the Client of the main technical and administrative requirements relating to the requested domain name.

Thus, each Registry registers, for the Extension it manages, the concerned domain name in a database, for a specified period, which varies according to the Registry and the type of request (registration or renewal), and ensures the permanent assignment of the domain name to an IP address provided by the Client.

It is the Client's responsibility to be aware of the rules of each Registry and to respect them. By accepting this agreement, the Client also accepts the conditions and rules imposed by the Registries, which can be accessed at the following link: <https://www.nameshield.com/en/legal-info/registries-policies/>.

10. Duration

According to the conditions applicable to each Extension, the Client selects the registration period he wishes to register or renew the concerned domain name with the Registry. The duration of Appendix is thus conditioned to the registration period of the domain name. The Appendix cease to apply when the Client is no longer registrant of a domain name managed by Nameshield, provided that there is no default or late payment.

11. Prices

The registration and renewal fees for domain names marketed by Nameshield are indicated in the Price Conditions, or in their absence, on the Client Account. The prices are applicable in euros, excluding taxes, for the defined registration period.

If the registration or renewal of the domain name is rejected by the Registry and for a reason that is independent of Nameshield, Nameshield will refund the entire annual fee, after having withdrawn the bank charges and any fees retained by the Registry.

12. Liability

The following liability provisions apply in addition to the liability provisions of Nameshield's General Terms and Conditions:

The Client acknowledges exclusive responsibility for the selected domain name, its registration, changes made, as well as its use.

The Client acknowledges that Nameshield's liability is excluded in the following cases:

- Application for registration refused by a Registry, insofar as Nameshield is not at fault in this respect ;
- Deliberately providing erroneous or inaccurate information in the Whois data of a domain name with a Generic Extension ;
- Failure to update the Whois data within fifteen (15) days following a request by Nameshield to verify the Whois data;
- Delays in the processing of an application for registration exceeding a reasonable period for which a Registry is responsible;
- Failure of an incoming or outgoing transfer for reasons beyond Nameshield's control, and despite Nameshield's efforts;
- Fraudulent, illegal, or harmful registration and/or use of a domain name;
- Unavailability of services related to a technical failure of Internet network actors, such as Registries, ICANN, Internet service providers, etc.

The Client also acknowledges that it is responsible for any changes made to the domain name zone or concerning the implementation of "http" redirection on the Management Interface by the Client's Contact, as well as any changes made by Nameshield upon the Client's written request.

It is understood that the Client is required to notify Nameshield in writing of any load tests that it may wish to carry out on the machines in order to ensure that Nameshield puts in place the necessary technical resources to prevent requests from being filtered and considered as fraudulent computer attacks.

13. Compensation

The Client warrants the Registry and Nameshield that, to the best of its knowledge, the information submitted at the time of registration is true and correct, and that any subsequent changes will be transmitted in a timely manner. The Client accepts that its domain name may be deleted from registration by the Registry in the event of non-compliance with this clause, or in the event of hiding or refusal to transmit the asked information by the Registry or Nameshield to proceed with the registration, renewal or maintenance of the domain name. Also, the Client accepts that a Registry, within the context of compliance actions, may make modifications to a domain name without Nameshield being held liable. In such a case, Nameshield undertakes to contact the Registry to obtain explanations on the modifications made by the latter.

Given the nature and scope of the Services, the Client warrants Nameshield against any action against it related to the registration or use of a domain name operated by Nameshield, which infringes third parties rights and Nameshield is not responsible for this.

In the event of a registration accepted by the Registry giving rise to a challenge by a third party, the Client agrees to indemnify the Registry and Nameshield for any reasonable expenses incurred in connection with such challenge, and warrants the Registry and Nameshield to keep them out of any legal proceedings. Anything to the contrary shall only apply if Nameshield or the Registry is at fault.

The Client agrees to indemnify Nameshield against any action taken against Nameshield resulting from a complaint or request related to a domain name or its use, if Nameshield is not at fault. In the event of a conflict related to a domain name, the Client remains solely responsible for its settlement.

14. Termination

The Client acknowledges that any failure to perform the obligations of Appendix is considered as a breach of contract on the expiration of a 30-day period following the sending by a Registry or Nameshield of a warning notice notifying the Client to remedy it. If the Client fails to remedy this within a reasonable time, the concerned domain name may be deleted from the registration and made available for public registration.

Appendix 2 - Security Certificates

1. Recital and purpose

Nameshield acts as an intermediary between the Certification Authorities, with which it is accredited, and the Client. This Appendix is intended to define the conditions under which Nameshield provides Security Certificates to the Client.

The Services relating to this Appendix cover the supply of the Security Certificates, according to the Client's choice, which have different authentication methods depending on the type of Security Certificate selected. The Security Certificates that are the subject hereof are the following:

- Domain Validation SSL-TLS Certificate (SSL DV: "Domain Validation");
- Organization Validation SSL-TLS Certificate (SSL OV: "Organization Validation");
- Extended Validation SSL-TLS Certificate (EV SSL: "Extended Validation");
- RGS 1, 2, and 3 stars certificates;
- S/MIME Certificates;
- Code signature Certificates;
- Document signatures Certificates;
- AATL Certificates (electronic signature of PDF);
- VMC Certificates (logo authentication).

2. Definitions

"Certification Authority": means the entity issuing the Security Certificate. Certification Authorities are recognized as issuers of trusted Security Certificates. The role of the Certification Authority is to carry out verifications for each Certificate order, which differs according to the level of authentication and the type of Security Certificate ordered, to ensure the identity of the requesting Client. The Certification Authority thus makes it possible to demonstrate the authenticity of the holder of the Security Certificate to Internet browsers and Internet users.

"Security Certificate": A Security Certificate is a block of coded text composed of a public key and information characterizing it, which can be used to identify and authenticate a physical or moral person, but also to encrypt exchanges. Security Certificates are issued by a Certification Authority, under conditions depending on the type of Security Certificate chosen by the Client. As an example, the 3 star RGS Certificate must be hand-delivered against signature and proof of the Client's identity.

"RGS Certificate": refers to a Security Certificate enabling a natural person or legal entity to authenticate itself with an administrative authority and to sign electronically, from a software or physical support, depending on the type of RGS Certificate chosen by the Client. The term RGS is an acronym meaning "Référentiel Général de Sécurité" (General Security Repository), referring to french public rules in order to facilitate secure electronic exchanges.

"SSL-TLS Certificate": means a Security Certificate installed on a domain name, allowing the associated website to be identified by web browsers. The terms SSL, which stands for Secure Sockets Layer, and TLS, which stands for Transport Layer Security, refer to a protocol for securing data transmission over the Internet. An SSL-TLS Certificate is an electronic certificate consisting of a data file containing identification information, and allowing the website linked to the chosen domain name to prove the authenticity of the identity online, using Internet browsers. The SSL-TLS certificate thus links the ownership information of a domain name to a cryptographic key, itself recognized by Internet browsers. The SSL-TLS certificate also allows the encryption of the data exchanged between the browsers and the website, guaranteeing the confidentiality of the exchanges and the integrity of the data.

"S/MIME Certificate": means a Security Certificate according to the S/MIME (Secure/Multipurpose Internet Mail Extensions) protocol, a standard for encryption and digital signature of emails encapsulated in MIME format. It ensures the integrity, authentication, non-repudiation and confidentiality of data exchanged by e-mail via end-to-end encryption: e-mails remain encrypted in transit and on the e-mail servers.

"Code Signing Certificate": means a Security Certificate for code signing. The Code Signing Certificate allows developers to digitally sign the applications and software they distribute on the Internet by associating it with an organisation authenticated by a Certification Authority. The holder organisation appears as the recognised organisation when the application is downloaded.

"VMC Certificate": means a Security Certificate that authenticates an organisation's logo for display in certain email clients before the message is even opened. VMC (Verified Mark Certificates) complements BIMl (Brand Indicators for Message Identification) and DMARC (Domain-based Message Authentication, Reporting and Conformance) by guaranteeing reinforced authentication of the logo by a Certification Authority.

"AATL Certificate": means a Security Certificate for signing PDF documents (AATL - Adobe Approved Trust List). They are designed for signing documents opened mainly in the Adobe Reader. The digital signature of the document proves its origin and integrity from the moment of signing.

"Document Signing Certificate": means a Security Certificate for document signing. It protects the signed document with a digital signature. The signature authenticates the author of the document and guarantees the integrity of the data. The certificates can be used directly in office programs. Document signature certificates allow individuals, teams and organisations to add an electronic digital signature to a wide variety of file formats to prove their ownership of the document concerned.

"Private Key": means a cryptographic key, linked to the Public Key, which is the exclusive property of the Client and known only by him, and used solely by him to access his Security Certificate.

"Public Key": means a cryptographic key, linked to the Private Key, communicated and stored by the recipient audience (Internet browsers, public administrations, etc.), which enables the Client to prove his identity and authenticate himself to the recipient audience.

"CRT File": means a file owned by the Client, containing the final SSL-TLS Certificate. The recovery on the Management Interface and the preservation of the CRT File by the Client are carried out under its sole responsibility.

"CSR File": means a file owned by the Client, containing the information from the Client's Security Certificate request, including the Public Key. The creation, retrieval on the Management Interface, and storage of the Client's CSR File is carried out under its sole responsibility.

"Challenge Sentence" or "Passphrase": means the password consisting of a number of characters created by Client in order to generate the Private Key. The creation and the confidential conservation of the Client's Passphrase are carried out under its sole responsibility.

"Elements of the Security Certificate": means the Private Key, the CRT File and the CSR File, the intermediate certificate, and the Challenge Sentence.

3. Conditions for the provision of services

Within the framework of the Services, Nameshield acts as an intermediary with the Certification Authority. As such, the Client authorizes Nameshield to confirm the Security Certificate Order with the Certification Authority, and to follow up on the request until the Security Certificate is issued or delivered.

4. Client's obligations

5.1. Overview

The Client undertakes to cooperate with Nameshield and to provide it with all information and documentation strictly necessary for the creation and/or validation of the Security Certificate. The Client undertakes to provide accurate and updated information where necessary.

The Elements of the Security Certificate are stored and accessible on the Management Interface. The Client holds full ownership of the Security Certificate Elements and agrees to take all appropriate precautions to prevent any violation, loss of control or unauthorized disclosure.

The Client authorizes Nameshield to retain the Security Certificate Elements, which may be used by Nameshield at the express request of the Client in the event that such Security Certificate Elements are lost or destroyed at the Client's premises. On the other hand, the Challenge Sentence, although stored on the Management Interface, is not accessible by Nameshield.

Any Security Certificate Order is subject to the terms and conditions of use of the relevant Certification Authority. Thus, any Order shall constitute express and unreserved acceptance of the relevant terms of use.

5.2. SSL-TLS certificate provisions

The Client acknowledges that the SSL-TLS Certificate ordered is linked to a domain name chosen by the Client at the time of the Order. Thus, the Client is informed that it is not possible to transfer the ordered SSL-TLS Certificate to another domain name than the one determined at the time of the Order.

The Client is required to proceed with the creation of the CSR File, as well as the creation and conservation under his sole responsibility of a Challenge Sentence. When the Private Key is created and transmitted by the Certification Authority, the Client is responsible for its conservation and confidentiality.

The Client is informed and accepts that the Certification Authority, in order to proceed with the validation of the SSL-TLS Certificate, contacts the Client directly by e-mail and/or telephone. The Client's failure to respond will cause the failure to create the SSL-TLS Certificate, for which Nameshield shall not be held liable.

5.3. RGS certificate provisions

The creation of an RGS Certificate is conditioned, according to the chosen level of security, to the hand-delivery of said RGS Certificate to the Client.

Nameshield, in relation with the Certification Authority, puts the Client in contact with the third party issuing the RGS Certificate. If the Client is not available when the RGS Certificate is issued, the RGS Certificate will not be created, and Nameshield shall not be held liable for this. The elements of the RGS Certificate are accessible from the administration console of the Certification Authority. The Client is required to download them, as Nameshield does not have access to these elements.

5. Nameshield's obligations

Within the framework of the provision of the Services, Nameshield acts as an intermediary between the Client and the Certification Authority that provides the Security Certificate. Nameshield is bound by a best efforts obligation, and specifically undertakes to :

- proceed with the request for the Security Certificate ordered by the Client,
- provide the necessary documents to the Certification Authority,
- to carry out the follow-up of the Client's request,
- facilitate the delivery of the RGS Certificate to the Client,
- provide assistance to the Client in the installation of the Security Certificate.

Nameshield is not required to create the CSR File or the Challenge Sentence. In the event that the Client would like Nameshield to proceed with these creations, Nameshield shall not be held liable for any damages that may arise as a result of the exchange of Elements of the Security Certificate by electronic mail, in particular the Private Key generated by the creation of the CSR File.

For security reasons, Nameshield does not communicate the Security Certificate Elements by e-mail to the Client. However, if the Client wishes the Security Certificate Elements to be communicated electronically, Nameshield will communicate them via a secure platform. The Client indemnifies Nameshield against any infringement of the Security Certificate Elements, which may result from, among other things, fraudulent access to an e-mail

account, unauthorised disclosure or any other violation. Regarding the elements of RGS Certificate, they are accessible from the administration console of the Certification Authority. The Client is required to download them, as Nameshield does not have access to these elements.

The Client is informed that Nameshield may, upon thirty (30) days notice to the Client, terminate the provision of new Security Certificates in the event that Nameshield no longer has the right to provide Security Certificates. In such event, the existing Security Certificates shall remain valid until their expiration date.

6. Security certificate delivery

The delivery dates of the Security Certificates indicated by Nameshield at the time of the Order are indicative and based on an average estimated delivery time provided by the Certification Authority. These delays may vary substantially depending on the Client's ability to provide the requested elements enabling the authentication work to be carried out. No compensation shall be granted to the Client in the event of failure to comply with these delays.

The Client undertakes to verify the proper functioning of the Security Certificate and its conformity following its 30 days date of delivery. The delivery of Security Certificates of the 2 or 3 star RGS Certificate type requires a face-to-face meeting with a specifically designated third party. This third party acts as a delegated registration authority of the Certification Authority. Nameshield or the Certification Authority choose this third party, for the benefit of the Client, in a geographical area close to the Client.

Cancellation of an Order for an SSL-TLS Certificate is possible within thirty (30) days following the delivery of the SSL-TLS Certificate by the Certification Authority. The replacement of an identical SSL-TLS Certificate cancelled within the aforementioned period is free and unlimited. After this period, the SSL-TLS Certificate may be revoked, without the possibility of refund to the Client.

Any RGS Certificate Order, once issued by the Certification Authority, is definitive. No refund can be made in case of cancellation of an RGS Certificate Order.

7. Term

The term of this Appendix is subject to the life validity of the Security Certificate, which varies according to the type of Security Certificate. The Appendix cease to apply when the Client no longer has a Security Certificate managed by Nameshield.

The Client is informed that the Security Certificates cannot be renewed automatically.

8.1. SSL-TLS certificate provisions

The SSL-TLS Certificates chosen by the Client are issued for a maximum of 365 days in accordance with the Baseline Requirements issued by the regulator, the CA/B Forum.

Nameshield shall send the Client email notifications prior to the expiry of the SSL-TLS Certificate within the following timeframes: 90 days, 60 days, 30 days, and 7 days prior to the SSL-TLS Certificate expiry date. The Certificate expires at the end of the last of these periods.

The Client can renew the Certificate from 30 days before its expiration. However, if the Client wishes to order the renewal in advance, he may do so from 90 days before the expiry date by placing a pre-order for renewal. This pre-order will then be automatically activated at 30 days of the expiration, and the Certificate will be renewed for a maximum duration of 397 days.

When the SSL-TLS Certificate expires, if the Client wishes to renew the Service, it must place a new order, consisting of requesting a new CRT File.

8.2. RGS certificate provisions

Depending on the type of RGS Certificate chosen by the Client, the duration of the Service cannot be less than one (1) year nor more than three (3) years from the date of issue of the related RGS Certificate, except in the case of early revocation.

The Client will receive regular notices of expiration of the RGS Certificate by email starting 90 days before the expiration date.

During the 90-day period prior to the expiration of the RGS Certificate, if the Client wishes to renew the Service, the Client must place a renewal order.

8. Revocation

If the Client wishes, or if the Client discovers or has reason to believe that the Security Certificate has been compromised, the Client may revoke the Security Certificate early on the Management Interface. In such a case, the Security Certificate may not be reactivated or renewed.

The Client is informed that a revoked Security Certificate cannot be renewed or reactivated. In order to benefit from a Security Certificate again, the Client must place a new Order.

9. Warranty and liability

The following liability provisions apply in addition to the liability provisions of Nameshield's General Terms and Conditions:

The Client acknowledges and agrees that Nameshield shall not be liable in any way for any loss, theft, unauthorized disclosure, unauthorized manipulation, alteration, loss of use or any other compromise of any Element of a Security Certificate to the Client.

The Client agrees to use the Security Certificate only for authorized and lawful purposes.

10. Prices

The service of physical delivery of the RGS Certificate is subject to a price determined by the designated third party. The Client has the choice of either direct payment by the designated third party, or indirect payment through Nameshield.

Appendix 3 – DNS Premium

1. Recital and purpose

The Services set forth in this Appendix relate to the terms and conditions of the provision of the Premium DNS Service and associated options.

2. Definitions

2.1. DNS Premium

Nameshield provides the Client with its DNS Anycast infrastructure for the hosting and technical management of domain name(s) zones for which the Client is the owner and/or administrative and/or technical manager. The DNS Premium Service can be provided as a primary and/or secondary DNS infrastructure, depending on the Client's choice.

The Client shall agree with Nameshield on a monthly or yearly query volume to establish the billing amount for the Service for the first year. The Client agrees to an annual review of the query volume based on the number of queries effectively consumed during the past year.

2.2. Optional services

The DNS Premium Service is offered independently or with the following options, which are subject to specific pricing:

- DNSSEC: DNSSEC (Domain Name System Security Extensions) is an extension of the DNS protocol that secures DNS resolution. DNSSEC enables the digital signing of domain name zones to authenticate the origin of the data in a zone and guarantee the integrity of this data.
- GeoIP: GeoIP is a geolocation service for DNS traffic that sends a specific response to a DNS request based on the geographic origin of the access request. GeoIP allows to refine by continent, by country, or by IP address block covering a certain geographical area. The GeoIP service can be established on a given zone or sub-zone.
- FailOver: The FailOver is a service that assigns and switches to one or more backup IP addresses for a given service. The FailOver takes over if the primary IP address fails to respond in two successive iterations. When the primary IP address responds again, the service automatically switches back to the original IP address. The FailOver allows for up to four (4) backup IP addresses to be declared for each entry record in the zone (known as a "Resource Record"; e.g. CNAME record, A record, etc.).

Client shall notify Nameshield if the domain name is DNSSEC zone signed, geo-located (GeoIP option), or failover enabled at the third party registrar.

The Client is advised that failure to provide this information during the incoming transfer may result in consequences for the operation of the domain name in question, for which Nameshield shall not be liable:

- DNSSEC option: will cause the shutdown of zones on the domain name in question, and thus break the services associated with the domain name. A DNSSEC-signed zone or subzone cannot be transferred as is, because the chain of trust will be broken and the zone will not be available. To complete the transfer, the Client must remove the zone signature from the third party

provider, perform the incoming transfer to Nameshield, who will then take care of the new zone signature;

- GeolIP Option: will cause the misinterpretation of traffic priorities on the domain name in question, and thus break the services associated with the domain name;
- Failover Option: will cause the failure to configure the service, and thus prevent the service from being switched in case of unavailability.

3. Setup and liability

The setup period on the DNS servers starts as soon as the Client has provided all the necessary information for the configuration of the zone and that a migration schedule has been defined in writing with the Client.

The Client agrees not to make any changes on the zone for 24 hours before and 24 hours after the migration and acknowledges that such changes may result in a disruption of service.

The Client agrees to inform Nameshield of any existing geolocation, failover or DNSSEC settings in the third party provider's configuration. Nameshield shall not be liable for any interruption of service resulting from the Client's failure to provide these information.

The following liability provisions apply in addition to the liability provisions of Nameshield's General Terms and Conditions:

It is the Client's liability to provide and verify the accuracy of the data in the zone prior to migration.

Nameshield shall be responsible for the proper execution of the transfer of the zones requested by the Client. In this regard, Nameshield acknowledges that it shall be responsible for any errors/faults that may occur in connection with any zone transfer on its Premium DNS, except where such errors/faults are beyond its control, including but not limited to (a) incorrect or incomplete zone file, (b) zone modification 24 hours before and/or 24 hours after the scheduled transfer date, (c) failure to validate the transfer of a domain name to a new provider, (d) failure or unavailability of the Registry or failure of the former provider, as well as (e) failure of the Client to communicate the presence of failover, geolocation, or DNSSEC settings.

4. Restrictions

The maximum number of requests allowed per month or per year is specified in the Quotation.

The Client agrees that the usage of the Service is measured by Nameshield's network monitoring tools and that only reports generated by these tools are binding.

Thus, if the number of requests exceeds the expected number of requests for a defined period, the Service is not blocked by Nameshield, but the volume of requests for the next period will be adjusted upwards. If the Client does not use the full amount of requests allowed per month or per year, no transfer will be made to the next month or year.

5. Duration

Unless otherwise stipulated in the Quotation, Services will be effective as of the date of conclusion of the contract, for a duration of twelve (12) months. The Service shall then be tacitly renewed for

successive twelve (12) month periods unless it is terminated in writing within three months to the end of the respective contract term.

In the event of early termination, or in the event of a change of DNS servers to a new provider or to Nameshield's standard DNS, the Client shall pay Nameshield the full amount due until the expiration of the anniversary period. Consequently, early termination during the annual period does not allow for any refund unless Nameshield is at fault for the termination of the contract.

Appendix 4 – Remediation services

1. Recital and purpose

The Services related to this Appendix are the following:

- Complaint letter ;
- Notification of abuse;
- Anonymous domain name redemption;
- Domain Name Dispute Resolution Procedure.

Subject to applicable law, Nameshield does not provide any legal services that may only be provided by admitted members of a bar. Nameshield acts upon the Client's express request. Any Order is preceded by a consultation with Nameshield, necessary to propose the most suitable Service. Thus, Orders for Services shall be made exclusively by return of a Quotation signed by the Client to Nameshield.

2. Applicable conditions to all services

Nameshield shall inform and advise to the Client as to the most appropriate means of carrying out the Services, and where applicable the chances of success of the Services.

Nameshield is not bound to perform any services other than those expressly stated in the Quotation. Any additional Services not included in the original Quotation shall be the subject of a new Quotation.

3. Applicable conditions for certain services

3.1. Anonymous domain name purchase

The Client hereby mandates Nameshield to contact the owner of a domain name identified by the Client to determine the holder's intention to surrender the domain name or not. The Service is performed anonymously, Nameshield's identity and the Client's identity are not known by the domain name holder during the whole process.

Nameshield shall issue a contact quotation to the Client, and shall make several attempts (at least 3 contact requests) to contact the domain name holder by various means. In the absence of response from the holder after Nameshield's various requests, the Service shall be considered completed and the contact attempt shall be charged. In case of an unfavorable response from the Registrant, the Registrant's refusal shall result in the termination of the Service and billing for the contact.

In case of a favorable response from the holder, Nameshield shall inform the Client, and undertake to negotiate a fair price. An agreement on the selling price will result in the issuance of a second Quotation to the Client, including the selling price, and the various fees related to the Service. In this case, the contact attempt is not invoiced and is included in the second quotation as part of the actual purchase.

If the Client agrees, Nameshield shall proceed with the effective purchase of the domain name involved. Nameshield reserves the right to issue a prepayment invoice to the Client prior to the effective buyout.

The recovery of the domain name shall be performed by Nameshield on behalf of the Client. The Client shall be the owner of the domain name from the moment it is transferred to Nameshield in the Client's account.

In any event, the Client acknowledges and accepts the unpredictable and uncertain nature of the actual completion of an anonymous purchase, which, following the negotiation of a price, is linked to the holder's willingness to sell the domain name. Nameshield shall not be liable for the failure of the purchase attempt.

3.2. Complaint letter

The complaint letter Service includes sending a letter by email to the domain name holder, and if applicable a response sent to the holder, drafted in consultation with the Client. In the event that the holder agrees to the request contained in the letter, Nameshield shall take the necessary steps for the benefit of the Client, such as the incoming transfer of the domain name to Nameshield.

A complaint letter shall be deemed to have failed when seven (7) calendar days have expired without the holder having replied to the letter. The Service shall be terminated at the end of this period. If the Registrant agrees to transfer the domain name, the effective transfer marks the end of the Service.

3.3. Abuse notification service

The Abuse notification Service consists of the sending of an electronic letter and its follow-up to a service provider (a host, social network, marketplace, etc.). The Service shall be deemed to be terminated after seven (7) calendar days without any response or favorable action. The Client acknowledges that Nameshield is dependent on the service provider taking action, and thus cannot guarantee the cessation of the breach.

3.4. Alternative dispute resolution services

Nameshield complies with and applies the UDRP Administrative Rules and Principles set forth by ICANN and the Alternative Dispute Resolution Centers. The Service consists of the case study, drafting, filing, and follow-up of a complaint with the relevant arbitration center, and if applicable, the incoming transfer of the domain name to Nameshield in the event of a positive decision.

During the proceedings, and in accordance with the additional rules of the arbitration centers, translation fees as well as additional fees may be required to continue the proceedings. In such a case, Nameshield shall request the Client's consent by e-mail before proceeding with the proceeding.

At the end of the procedure, if the decision is favorable, the Client is informed that the domain name holder has ten (10) business days to file a lawsuit based on the decision of the arbitration center. After this period, Nameshield shall contact the registrar to proceed with the transfer of the domain name to the Client's portfolio. The effective transfer of the domain name to the Client's portfolio constitutes the end of the Service.

The Client agrees that the domain name dispute resolution Service does not include the handling of any additional proceedings, such as, but not limited to, a judicial appeal of the UDRP proceeding, a judicial proceeding initiated by the respondent, any amicable, extra-judicial or judicial challenge by a third party to the decision of the arbitration center or against Nameshield and/or the Client. The Client shall indemnify Nameshield against any action taken against it in such cases.

The most commonly used rules of procedure and Arbitration Center for this Service are as follows:

ICANN Policy	https://www.icann.org/resources/pages/policy-2012-02-25-en
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ICANN Uniform Domain Name Dispute Resolution Policy	https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en
WIPO ("World Intellectual Property Organization") Supplemental Rules	http://www.wipo.int/amc/en/domains/supplemental/eudrp/newrules.html
Czech Arbitration Center (CAC) Supplemental Rules	http://udrp.adr.eu/arbitration_platform/udrp_supplemental_rules.php
URS ("Uniform Rapid Suspension") Procedural Rules at the NAF ("National Arbitration Forum")	newgtlds.icann.org/en/applicants/urs/rules-28jun13-en.pdf

4. Client's obligations

The Client shall make available to Nameshield and provide Nameshield in a timely manner all information necessary for the performance of the Services (such as power of attorney documents, company register extract, etc.). The Client acknowledges that it has received from Nameshield all information and advice necessary to select the Services for it and authorizes Nameshield to perform the Services.

5. Nameshield's obligations

Nameshield undertakes to use all necessary means for the proper performance of the Services, and acts in accordance with the legal and regulatory provisions and the rules of extra-judicial procedure in force.

Nameshield assumes a best effort obligation. The Client acknowledges that due to the nature of the Services, Nameshield shall not be liable for the failure of a Service, for delays in the intervention of domain name holders, arbitration centers, and other service providers involved in the performance of the Services.

Unless otherwise stated in this annex, the general liability provisions of the GTC shall apply.

6. Prices

The applicable prices are those mentioned on Quotation, excluding additional fees, and services associated with the purchase of a domain name. Therefore, in case of price changes during the course of the Services, Nameshield undertakes to send an updated Quotation to the Client.

Appendix 5 - Monitoring

1. Recital and purpose

The purpose of this Appendix is to define the terms and conditions under which Nameshield performs the various domain name and internet content monitoring services.

2. Applicable conditions to all services

2.1. Term

The Services covered by this part two of this Appendix are subscribed for a period of twelve (12) months, tacitly renewable for successive periods of twelve (12) months, unless the Client gives Nameshield notice of termination three (3) months before the end of the annual period. Early termination during the annual period does not allow for any refund.

2.2. Nameshield's obligations

Nameshield undertakes to use all reasonable efforts to ensure the proper performance of the Services. Nameshield shall assist the Client in the choice of criteria and terms to be monitored.

Nameshield takes great care in the quality of the Services rendered, however, it does not guarantee the completeness of the information contained in the monitoring reports due to the nature of the Services, collected from third parties (e.g. registries, hosting companies, service providers, social networks, etc.).

Unless otherwise stated in this annex, the general liability provisions of the GTC shall apply.

2.3. Client's obligations

The Client is responsible for defining the criteria and terms to be monitored, as well as the use made of the monitoring results. The Client acknowledges that Nameshield is acting as a technical service provider on behalf of the Client.

The Client agrees to provide Nameshield with complete and current information, including a valid email address for the purpose of receiving monitoring reports.

2.4. Settings

Except for the registered domain name monitoring Services set forth hereof, search queries may be setup on the basis of the identical, similar or containing nature of the searched item (term, image, etc.). Depending on the monitoring Service chosen by the Client, the search period may be daily or weekly.

2.5. Reporting results

The results of the monitoring are generated in a report sent by email to the Client, at the end of the search period. Nameshield also offers the Client access to the monitoring reports through a dedicated interface.

Monitoring reports can be generated and sent to the Client on a daily, weekly, or monthly basis, at the Client's discretion.

3. Applicable conditions to the monitoring of new domain names registrations

New domain name registration monitoring is the automated search for newly registered domain names based on a Client determined term associated with a domain name Extension.

Nameshield offers monitoring of all historical generic Extensions, new generic Extensions open to the general public, as well as country code Extensions for which databases are published by the Registries. The search scope of a term can be limited to certain Extensions, at the Client's discretion.

The monitoring reports contain all the domain names registered during the past search period.

This Service can be subscribed to in raw monitoring or with analysis:

- Raw monitoring means that the Client himself can exploit the data in the monitoring reports sent to the Client in PDF and/or Excel format by e-mail.
- The monitoring with analysis means that the Client receives a daily critical alert when a new record is detected by Nameshield analysts, as well as a monitoring report integrating all the search results of the past period.

Nameshield informs the Client that the database update frequency is at the sole discretion of the Registries. It may be daily or weekly. Nameshield shall not be liable for the detection of a domain name several days after the date of registration of the domain name in question, when it is an Extension whose database is not updated by the Registry on a daily basis.

4. Applicable conditions to the monitoring of registered domain names

4.1. Monitoring service for fallout in the public domain

The purpose of the monitoring of fallout in the public domain is to set up a monitoring on a domain name registered by a third party, allowing in case of abandonment or non-renewal of the domain name, to proceed to its automated registration by Nameshield's tools, or manually for the domain name Extensions for which the automation is not possible.

In order to increase the chances of registering a domain name, the monitoring can be set up in multi-request. It consists in setting up monitoring with third party tools in addition to Nameshield's.

If the monitored domain name becomes available for registration, and Nameshield's tools achieve automatic registration, the Service shall be deemed successful and complete once the domain name subject to the Service is added to the Client Account. A delay of sixty (60) days may apply in the event of a successful registration with multi-query monitoring, due to the transfer rules for newly registered domain names.

The Client acknowledges the uncertainty of automatic registration due to the potential for a large number of queries by human and robotic third parties seeking to register the domain name in question. Nameshield does not guarantee the recovery of the domain name, and shall not be liable for the failure to register a monitored domain name that has fallen into the public domain.

If the registration of the monitored domain name fails, Client agrees that the Service shall be deemed terminated, unless Client has subscribed to the automatic renewal option of the Services, as specified in the STC. The Client is informed that the failure of the registration of a monitored domain name does not allow any refund of the Service.

The Client acknowledges that the public domain name monitoring cannot be set up for all domain name extensions.

4.2. Web page content monitoring and whois services

The purpose of the content monitoring is to set up a monitoring on a web page (domain name or URL address). This Service allows the Client to be notified of any change in the status of the web page, and also of the appearance or disappearance of keywords predefined by the Client. This Service is limited to the content added or modified only on the monitored web page. Thus, the monitoring of a domain name does not allow the detection of the uploading of a new URL linked to the monitored domain name.

The purpose of Whois monitoring is to set up a surveillance on the information related to the domain name, and thus allows the Client to be notified of any technical modification, of status, and of the owner, administrative or

technical contact. The amount of information presented in a Whois record depends on the rules of each Registry, especially regarding Country Code Extensions.

The content of a web page or a Whois is analyzed once a day. A monitoring report is sent only if a modification is noticed by Nameshield, in the limit of one report per day. The monitoring report allows the visualization of the modified content.

5. Applicable conditions to internet monitoring services

The purpose of the Internet monitoring services is to search for an element (term, image, product) defined by the Client on the various referencing and indexing sources present on the Internet.

The Client acknowledges that the results of these monitoring services are related to elements indexed by third party service providers.

The complete list of available sources that can be monitored as well as the parameters (search fields, depth, languages and geographical areas) are communicated at the request of the Client.

The search is performed once a day. A monitoring report is generated at the end of the period defined by the Client.

Appendix 6 – TMCH and DPML agent

1. Recital and purpose

The purpose of this Appendix is to define the terms and conditions under which Nameshield performs the registration and management Services of the Client's trademarks in the " TradeMark ClearingHouse " (hereinafter " TMCH ") and in the " Domains Protected Mark List " (hereinafter " DPML ").

2. Definitions

"Agent": means Nameshield, acting on behalf of the Client to register and manage the Client's Trademark in the TMCH and/or in the DPML.

"TMCH" means the "TradeMark ClearingHouse", a trademark protection service that allows the Client to be notified of any domain name registration that reproduces its Trademark identically associated with a New Generic Extension.

"DPML": refers to the "Domains Protected Mark List", a service offered by Donuts Inc, Registry of New Extensions, allowing the blocking of the registration of a domain name when the New Extension is managed by this company, and the Client's Brand is registered in the DPML.

"SMD (Signed Mark Data) File": means the file that is generated when the Client has registered its Trademark with the TMCH, and that allows the registration of domain names with a New Extension during the Sunrise Period.

"Label(s)": means the possible variations of the Trademark (in case of a Trademark composed of several terms) defined with the Client when registering the Trademark with the TMCH. Thus, when registering a domain name with a New Extension, the Labels are proposed to the Client. For example, a Trademark with two terms with a space may have two Labels, one with a hyphen, and the other without a hyphen.

"Trademark": means the Client's trademark, registered in a national or regional office (INPI, EUIPO, WIPO, etc.) and intended to be registered in the TMCH and/or in the DPML.

"New Extension": means any new generic Extension created and delegated to a Registry since 2012 under ICANN's New Extension Program.

"Sunrise Period": means an initial period of at least thirty (30) days before domain names associated with the New Extension are offered to the general public. Holders of Trademarks registered with the TMCH may take advantage of this initial period to register the domain name corresponding to their Trademark, provided they provide a valid and up-to-date SMD File.

"Trademark Claims" means the notification service that notifies both registrants and the TMCH Agent of the registration of the Client's Brand as a domain name. This notification service is implemented upon the opening of the Sunrise Period.

3. Mandate

In the context of the Services, Nameshield acts as an accredited TMCH and DPML Agent. The Client hereby mandates Nameshield to perform the TMCH Agent and/or DPML Agent Services.

4. Description of the services

4.1. TMCH agent

The primary role of the TMCH is to maintain Trademark registrations in a database. This TMCH database allows the Sunrise Period to be opened for the owner of a TMCH registered Mark based on a selected number of Labels.

The TMCH also provides information to the Registries of New Extensions, in order to ensure the notification of registered domain names with the Client's trademark. Thus, a Trademark registered (with an accepted proof of use) in the TMCH allows to benefit from the following services.

- Access to Sunrise Periods for all New Extensions;
- Monitoring of the Trademark and notification of new domain name registrations with the same Trademark and Labels associated to a New Extension;
- Easy access to the alternative dispute resolution procedure called URS (Uniform Rapid Suspension);
- Possibility of registering the Trademark within the DPML.

4.2. DPML agent

The role of the DPML is to block domain name registrations using the Trademark under the Extensions managed within the DPML, the complete list of which is provided to the Client by Nameshield upon request.

Thus, any person, including the Client, is prevented from registering a domain name identical to the Trademark and the Labels with a New Extension managed by the DPML. Registration is possible for the Client subject to the payment of additional fees according to the Price Conditions.

The Client is informed that the registration of its Brand within the TMCH is a mandatory requirement for the DPML registration. Indeed, the DPML registration is open to Trademark owners who have the SMD File, provided after the registration of the Trademark in the TMCH.

5. Term

Registration of a Trademark in the TMCH may be made for renewable periods of one (1) year, three (3) years, or five (5) years. Early termination of the Services during the registration period does not allow for any refund.

The registration of a Trademark in the DPML is for a period of five (5) years.

Thus, the duration of the Services corresponds to the registration period of the Trademark in the TMCH and/or the DPML.

6. Nameshield's obligations

As part of its duties as TMCH Agent and DPML Agent, Nameshield undertakes to perform the following tasks:

- Assist and advise the Client for the registration of the Trademark in the TMCH and/or DPML;
- Verify the completeness of the registration file;
- Carry out the application for registration of the Trademark in the TMCH and/or the DPML as soon as possible after the transmission of the complete file by the Client;
- Follow the registration and manage communications with the TMCH and/or DPML services;
- Transmit all useful documentation (proof of use, Trademark update, SBD file) to TMCH and/or DPML;
- Manage and renew the Trademark in the TMCH and/or DPML;
- Download, use and transmit the SMD File in order to benefit from Sunrise Periods and/or DPML registration;
- Relay TMCH notifications to the Client owning the TMCH registered Trademark;
- Receive any communication from the TMCH and/or DPML relating to the Trademark.

7. Client's obligations

The Client acknowledges that its cooperation is essential to the registration of the Trademark in the TMCH and/or the DPML. The Client agrees to provide Nameshield with valid, complete and current information within the time frame requested by Nameshield.

In particular, the Client shall provide a valid and current e-mail address to enable Nameshield to notify the Client of any important information relating to the Trademark registered, or being registered, in the TMCH and/or DPML.

Client is responsible for the information submitted to Nameshield, including information relating to the Trademark, and contact information associated with the Trademark. Client agrees to keep all information related to its Trademark up to date, and to notify Nameshield of any changes, expirations, or renewals of its Trademark, including those that would warrant an update of the Trademark in the TMCH and/or DPML.

Thus, the Client acknowledges that the information and documents it provides to Nameshield constitute the proper registration and continuity of registration of the Trademark within the TMCH and/or the DPML. The failure of the Client to provide updated documents or information shall not give rise to any liability on the part of Nameshield.

8. Conditions for registration of the trademark in TMCH

The following trademarks can be registered at the TMCH:

- Registered national or regional trademark (e.g., European Union trademark) with national effect;
- Trademark protected by a law or a treaty;
- Trademark validated by a court of law (e.g. a well-known trademark);

A Trademark is considered registered and validated with the TMCH when the SMD File has been provided and the proof of use has been accepted by the TMCH.

The Client is informed that the Trademark registered with the TMCH may be invalidated at any time in the event of a breach of any of the conditions set forth in this Appendix.

The Client acknowledges and agrees that the proper functioning of the TMCH Service sometimes requires that the information provided to Nameshield be transmitted to ICANN and to the TMCH, and also to the Registries of New Extensions for the processing of Trademark Claims and Sunrise Periods.

The Client is informed that the Trademark registered at the TMCH does not prevent an identical Trademark owner from registering its Trademark at the TMCH and benefiting from the Sunrise Period in competition with the Client.

The complete rules of trademark registration at the TMCH are available by clicking on the following link: http://www.trademark-clearinghouse.com/sites/default/files/files/downloads/TMCH%20guidelines%20v1.2_0.pdf.

9. TMCH agent applicable conditions

Trademarks eligible for registration in the DPML are those registered with the TMCH, and having a valid SMD file.

Domain names registered prior to the registration of the Trademark in the DPML are not subject to a blocking order.

The complete rules of registration of trademarks in the DPML are available by clicking on the following link: <https://donuts.domains/what-we-do/brand-protection>.