



## **R&M Schedule**

### **Domain Name Registration, Management & Related Services**

This Schedule is governed by and subject to the Master Service Agreement between **Key-Systems GmbH** ("Service Provider") and \_\_\_\_\_ ("Customer") with an effective date of \_\_\_\_\_, 20\_\_ (the "Agreement"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement. Subject to the terms and conditions of the Agreement, Service Provider will provide to Customer the Services as described below. Customer agrees to the terms of this Schedule and agrees to pay the fees as provided in this Schedule for each Order of Services included in this Schedule. The term of this Schedule shall run concurrently with the Term of the Agreement.

#### **1. Domain Name Registration and Management Services.**

##### **1.1. R&M Services.**

- 1.1.1. Subject to the terms and conditions of the Agreement, Service Provider will provide Domain Name Registration and Management services ("R&M Services") to Customer. R&M Services include processing of Domain Name Registration, Transfer, Renewal, Restore and modification orders, as well as the ability to view Customer's Domain Names with the Customer Portal and perform basic actions on those Domain Names (such as nameserver and mx record changes).
- 1.1.2. Each TLD has specific Third-Party Policies and processes that must be reviewed and accepted by the Customer before the Registrations or Transfers in the TLD are requested. The Third-Party Policies shall be made available on the website of Service Provider or in the Implementation Wiki and contain links to the applicable Third-Party Policies for each TLD. All obligations of Service Provider towards Registrants contained in the Third-Party Policies shall be considered obligations of Customer towards Service Provider and Customer accepts full legal responsibility and liability for its compliance with the applicable Third-Party Policies.

##### **1.2. Reseller Activity**

- 1.2.1. Customer is prohibited from engaging in Reseller Activity with regard to domain names unless explicitly agreed with the Service provider in writing.
- 1.2.2. Agreement to the Reseller Schedule to the Master Service Agreement by both Parties shall be considered sufficient agreement to engage in Reseller Activity. Customer accepts that the terms of the Reseller Schedule shall apply to all Reseller Activity.

##### **1.3. Registrant Information**

- 1.3.1. Registrant Information. Service Provider is required by Third-Party Policies to collect and store complete, accurate and current information about the Registrant of Domain Names ("Registrant Information") as part of the registration and transfer processes. The Registrant Information includes, but is not limited to the full personal or company name, registration and tax numbers, postal address, email address, telephone number; IP addresses of the primary and secondary DNS servers; the names of these servers; the full name, postal address, email address, telephone number and fax number of the administrative, technical and

billing contacts (where required). Additional information and/or documentation may be required for the registration of Domain Names in special circumstances or in accordance with Third-Party Policies and shall also constitute part of the Registrant Information.

- 1.3.2. Accuracy of Registrant Information. Customer shall ensure that the Registrant understands and agrees that the failure to (i) provide complete, current and accurate Registrant Information, (ii) update outdated Registrant Information or (iii) respond to inquiries of Service Provider concerning the accuracy of the Registrant Information within 15 days shall constitute a breach of the Registration Agreement and may lead to the deletion of a Domain Name. Customer will provide the Registrant Information of the Registrant to the Service Provider upon requesting a Registration or Transfer of a Domain Name. Customer shall take all reasonable steps to correct inaccurate Registrant Information in the event Customer learns the Registrant Information is inaccurate or outdated. Customer will further ensure that the Registrant can update and correct the Registrant Information at all times. Service Provider shall use the Registrant Information only for the purpose of the registration and maintenance of Domain Names as required by Third-Party Policies or applicable law. Customer shall promptly notify Service Provider of any changes to the Registrant Information, provide all documents pertaining to Registrant Information requested by Service Provider in a timely fashion and respond promptly to Service Provider's inquiries regarding the accuracy of the provided information and cause its Customer Clients to be bound to equivalent terms.
- 1.3.3. Verification and Documentation. Upon reasonable request of Service Provider, Customer shall verify regarding the accuracy of the Registrant Information. Where required by Third-Party Policies and/or upon reasonable request by Service Provider, Customer is required to obtain from the Registrant and maintain for the life-time of the Registration supplementary documentary evidence regarding the accuracy of the Registrant Information and to provide such evidence to the Service Provider. Failure to provide such evidence upon reasonable request shall constitute a breach of the registration agreement and may result in the suspension or deletion of the Domain Name.
- 1.3.4. Transfer and Disclosure. The collection, processing and transfer of the Registrant Information to Third-Party Providers involved in the provision of the Services is necessary for the fulfillment of the Service. Service Provider may further disclose Registrant Information to other third parties that legitimately request the provision of Registrant Information where permitted under GDPR (or equivalent data privacy legislation) or where required by law, regulation or Third-Party Policy. Customer will ensure the Registrant understands and agrees that the Registrant Information may be published in an interactive registration database ("RDS Database") depending on the Third-Party Policies applicable to the Domain Name and may also be made available to Third Parties either through or upon reasonable and legitimate request.
- 1.3.5. Consent. In addition to informing the Registrant about the legitimate purposes for the collection and processing of the Registrant Information, Customer is required to obtain valid, free and informed consent of the Registrant for the collection, processing and publication of Registrant Information by Service Provider and, if applicable, Third-Party Providers.
- 1.3.6. Domain Name Ownership. Customer understands and agrees that the Registrant

of a Domain Name as reflected in the Registrant Information shall be considered the legal title holder of the Domain Name registration. Except for the use of RDS privacy services or Local Presence services explicitly requested by the Registrant, it is the responsibility of the Customer to ensure that the Registrant of the Domain Name is recorded as the legal title holder of the Domain Name in the Registrant Information and that no action by the Customer diminishes, terminates, or challenges such rights. In this respect, the Customer shall not abuse or misuse, whether intentionally or unintentionally, any administrative abilities in any way that has the effect of diminishing, terminating, or challenging the title of the Registrant to the Domain Name.

- 1.3.7. Indemnification by Registrant. The Customer agrees to indemnify and hold harmless the the Service Provider, ICANN, Registry Operator and their directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to Domain Name registrations in the name of the Customer or its affiliate entities.
- 1.3.8. Data Protection. Registrant data processing will be performed in accordance with applicable data protection laws and the Data Processing Agreement between Service Provider and Customer.
- 1.3.9. Other uses. Except as otherwise permitted by Customer, Service Provider will utilize the Customer data only to fulfill orders for the registration and management of the Domain Names in the Account of Customer and provide other Services ordered by Customer.

#### 1.4. Domain Name Services.

- 1.4.1. Service Provider's Role. In the procurement, Registration, and administration of Domain Name Registrations, Service Provider acts only as a mediator between the Customer and the other parties involved in the Registration process, including intermediary registrars, Registry Operators and the Registrant. In this regard, submission of an Order or individual Application does not guarantee registration or continued existence of the registration of a Domain Name. The Service Provider disclaims any liability for any failure to register a Domain Name or for a Domain Name to remain registered for any reason. The cardinal duty of the service provider with regards to Domain Name Registration and Renewal orders is to submit the registration and renewal request to the Registry. Any services offered with regard to the management of a Domain Name in the System are mere ancillary services to the act of requesting the Registration or Renewal of a Domain Name at the Registry.
- 1.4.2. Registrations. Domain Name Registration requests are not final until Service Provider has delivered the Registration request to the applicable Registry Operator, the Registry Operator has confirmed the successful Registration request to Service Provider and the Service Provider has added the Domain Name to the account of the Customer as an active Domain Name. Registrations shall be for fixed periods only and from 1 to 10 year registrations dependent on the respective Top-Level-Domain (TLD). Domain Names Orders are registered on a "first come, first served" basis by the respective Registry Operator and that Service Provider is not liable for any Domain Name not registered. The Customer acknowledges that the Service Provider cannot guarantee the success

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Registration even if a Domain Name is shown as available for registration. At its sole discretion, Service Provider may elect to accept, prioritize or reject any request for Registration of a Domain Name for any reason.

- 1.4.3. Transfers. Customer agrees to request Transfers of Domain Names only if Customer has obtained the explicit permission of the Registrant to initiate the Transfer. Transfers of a Domain Name may be prohibited by Third-Party Policies within 60 days of its initial Registration or a prior Transfer. Transfers are further prohibited in certain TLDs after a change to the ownership of the Domain Name has occurred unless the previous Registrant has agreed to opt out of this lock prior to the change. Customer shall only deny transfer requests by a Registrant where expressly permitted by applicable Third-Party Policies. Service Provider is permitted to return any Domain Name to the previous registrar if that registrar alleges the Transfer occurred without explicit permission of the Registrant of said Domain Name.
- 1.4.4. Renewals. Provided that Customer has sufficient funds and/or credit in Customer's account with Service Provider all Domain Name registrations will be automatically renewed ("Autorenew") unless the respective domain or the default renewal mode has been set by the Customer or Registrant to either "Autoexpire", "Autodelete" or if the domain is deleted prior to the Finalization Period (defined as the specified number of calendar days until the system will finalize the pending renewal). The Finalization period is equivalent to an "Autorenew Grace period" (and varies depending on TLD as described in the policies of the Registry Operators for each TLD and the implementation details made available by the Service Provider). Service Provider may refuse the to process the renewal of a Domain in case of insufficient funds or credit.. Service Provider will provide access to expiration lists in the Customer Portal to inform Customer about upcoming Renewals. Customer acknowledges and agrees that Renewal of any Domain Name is not guaranteed and may not be possible. Some Domain Name transactions may require further documentation, translations, or other Customer action.
- 1.4.5. Deletions. Customer may request a deletion of a Domain Name at any time. Customer must ensure the Registrant has agreed to or requested the deletion. In case the Customer wishes to delete a domain for non-payment by the registrant, the Customer should use an expiration command. Service Provider will provide no refunds for unused portions of the registration period. Service Provider may decline to process a deletion request due to ongoing UDRP procedures, court orders, the use of the Domain Name as DNS nameserver hosts and other circumstances provided for in Third-Party Policies or legal requirements. In such cases, Customer shall remain liable to pay for the applicable renewal fees.
- 1.4.6. Restores. In certain TLDs and circumstances, deleted or utilized Domain Names may be restored for a limited time at the explicit request of the Registrant. For all Restores, a Restore Fee shall apply. The Restore fee shall not include the Renewal fees for the subsequent registration term.
- 1.4.7. Change of Registrant. The Customer must obtain consent from the Registrant or administrative contact (other than the Customer) in written or electronic form prior to making any material change to (i) the Registration Information, (ii) administrative contact, or (iii) name server information ("DNS") for any Domain Name procured by the Customer and registered through the Service Provider.

The Customer will be solely liable at all times, and the Service Provider will not be

liable whatsoever, for any change to the Registration Information, administrative contact, or DNS made by or through the Customer against the will of the Registrant. If there is any conflict as to the authority to make any such change, then the Service Provider will have the right to make a determination, at its sole discretion, as to the correct Registrant Information, administrative contact, or DNS, and the Customer agrees to cooperate with and be bound by such determination. If the Service Provider determines that a change was not authorized by the Registrant, then the Service Provider will have the right to revert the change to reflect the original Registration Information.

- 1.5. Fees. Unless agreed to otherwise in writing by Service Provider, fees for R&M Services will be listed in the Customer Portal. Fees for non-standard Domain Name Registrations such as premium Domain Names will not be listed and instead be provided in response to API queries. Domain Name fees may vary by TLD, Domain Name and operation. The terms regarding the adjustment of fees contained in the MSA shall apply.
- 1.6. Dispute Resolution. Customer agrees that if any registration is challenged by a third party, Registrant shall be subject to the provisions specified in the applicable Domain Name dispute policy, including the Third-Party Policies. If the Service Provider is notified that a complaint or legal action has been filed with a judicial or administrative body regarding any Domain Name registered through the Services, then the Customer agrees not to make any changes to the Domain Name record without the Service Provider's prior written approval. Customer further agrees that the Service Provider may, at its sole discretion, place a hold or lock on the Domain Name, otherwise prevent Customer from making any changes to the registration, or transfer control over the Domain Name to the applicable Registry Operator until (a) Service Provider is directed to do so by the judicial or administrative body, or (b) the dispute has been settled and the Service Provider receives satisfactory documentation evidencing the settlement.
- 1.7. Post-expiration handling. Unless otherwise agreed, when a Domain Name Registration expires without Renewal, is deleted by the Registrant, if Renewal fees are not received in time prior to expiration, if Transfer Fees are not received after successful completion of a Transfer or if the Registration Agreement is otherwise terminated, or in case of a charge-back of such fees, Service Provider is authorized to: (1) suspend the Domain Name at its own discretion or to change the DNS entries to DNS entries designated by Service Provider, including directing them to parking pages or commercial search engines that may display advertisements ("suspension"), (2) return the Domain Name to the Registry Operator for the purpose of deletion or continued management by the Registry Operator ("deletion"), and/or (3) dispose, auction, transfer to third parties or take over the Domain Name in his own continuance ("utilization"). Customer agrees and shall require the Registrant to agree as part of the Registration Agreement that the termination, non-payment or non-renewal of the Registration shall constitute consent to the actions described above including the Renewal or Transfer of the Registration and the update of the Registration Information to a different Registrant to the extent necessary for the purpose of the actions above. Service Provider will begin to undertake the actions in accordance with section 1.7 no earlier than: (a) five (5) days after the expiration of Domain Names with a Renewal Grace Period, or (b) immediately prior to the expiration of Domain Names without such a period. Unless otherwise agreed in writing or otherwise permitted by Service Provider, no renewal shall be possible 30 days after the expiration of the registration and the registrant is deemed to have lost all rights in the Domain Name at this

time.

- 1.8. Abusive Use of Registrations. A registered Domain Name may be temporarily or permanently suspended or deleted in case the Registration or its use violates the terms of the Registration Agreement, the Anti-Abuse Policy, any Third-Party Terms or applicable law (“Abusive Use”). The same applies where

Abusive Use has been demonstrated to the Service Provider in a plausible manner or in cases where the Customer does not act upon reasonable requests of the Service Provider (a) to investigate Abusive Use, (b) to take appropriate action and © to report on the actions taken to prevent further Abusive Use of a Domain Name. After a suspension for Abusive Use, the Service Provider may in its sole discretion permit or deny the Transfer of a Domain Name to another Registrar. Service Provider will endeavor to give Customer reasonable notice prior to a suspension or deletion of a Domain Name for Abusive Use. The Customer may request a reactivation of a deactivated Domain Name and Service Provider may deny or accept such reactivation requests at its sole discretion. Customer agrees to pay the reactivation fees for all requests accepted and confirmed by the Service Provider. The reactivation fee does not include the fees for the Renewal of the Domain Name Registration that may be applicable as well. Customer agrees to investigate reports of Abusive Use, to take appropriate action to prevent further Abusive Use and to report to Service Provider any actions taken.

- 1.9. Internationalized Domain Names (IDN). Customer understands and agrees that Internationalized Domain Names i.e. Domain Names using non-ASCII characters may not be concurrent with conventional Domain Names and that due to the requirement for further technical innovation such Domain Names may not be functional for all or any intended uses of the Registrant.

- 1.10. FURTHER DISCLAIMER AND EXCLUSION OF WARRANTIES. SERVICE PROVIDER DOES NOT REPRESENT OR WARRANT THAT ANY REQUESTED OR REGISTERED DOMAIN NAMES WILL BE AVAILABLE OR ACCEPTED FOR REGISTRATION FROM OR UPHELD BY THE APPLICABLE REGISTRY OPERATOR OR REGISTRAR, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER (AND NOT SERVICE PROVIDER) IS RESPONSIBLE FOR ENSURING THAT ITS USE OF THE SERVICES AND REGISTRATION OF ANY DOMAIN NAMES AND USE OF SUCH DOMAIN NAMES DOES NOT AND WILL NOT INFRINGE UPON OR INTERFERE WITH THE RIGHTS OF A THIRD PARTY OR VIOLATE ANY LAWS THAT MAY BE APPLICABLE. CUSTOMER AGREES NOT TO HOLD RESPONSIBLE SERVICE PROVIDER FOR ANY SUSPENSION, LOSS, USE, MODIFICATION, UNAVAILABILITY, ACCESS DELAYS OR ACCESS INTERRUPTIONS, FAILURE TO REGISTER OR TRANSFER A REQUESTED DOMAIN OR OTHER EVENTS OUTSIDE SERVICE PROVIDER'S OR ANY REGISTRY OPERATOR'S OR REGISTRAR'S REASONABLE CONTROL REGARDING THE REGISTERED DOMAIN NAMES OR SUBSCRIBED SERVICES.

## 2. Related Services

- 2.1. **DNS Services**. Service Provider may upon request provide DNS Services for Domain Names through a Customer Portal and/or API. DNS. The terms and conditions for DNS Services are regulated by a Schedule to this agreement



## 2.2. RDS Privacy.

2.2.1. Privacy Services. In certain TLDs, RDS proxy or privacy services ("Privacy Service") may be available for use with Domain Name Registrations to protect the Registrants' Registration Information from public disclosure in RDS outputs by partially or fully substituting alternate data provided by Service Provider and/or its Third-Party Providers ("Privacy Provider"). The terms of each Privacy Provider are published in the customer portal. For each Order of Privacy Services, Customer will ensure and document that the Registrant accepts the

terms of the Privacy Provider and grant all applicable authority as required under the applicable Third-Party Policies. Privacy Services shall be provided for one-year terms and automatically renew for additional one-year terms on the renewal date of the Domain Name registration unless the service is deactivated prior to the renewal date.

2.2.2. Termination and legitimate Disclosure. Privacy Provider may in its sole discretion refuse to provide Privacy Services for any Domain Name and further reserves the right to remove its name from the registration records and replace it with the data provided by the Customer without notice when required by Third-Party Policies, to prevent legal liability, at the request of the appropriate authorities or in cases where questionable use of the Domain Name is alleged. Reasonable attempts will be made to inform Customer prior to such changes. Privacy Provider and Service Provider further reserve the right disclose Registrant Information upon reasonable and legitimate third-party request and without prior notice to Customer.

2.2.3. Fees. All Privacy Services fees will be the then-current fees listed in the Customer Portal at the time of Order submission.

2.2.4. Customers' Privacy Services. Customer will ensure that the Registration Information provided by the Registrant of any Registration using a Privacy Service offered or made available by Customer will be deposited with Service Provider or held in escrow and can be accessed by Service Provider upon reasonable request. The escrow agreement will provide that Registration Information will be released to Service Provider in the event Customer breaches the Agreement or files for bankruptcy and such breach or bankruptcy is harmful to consumers or the public interest. Customer shall comply with any ICANN-adopted Specification or Policy that establishes a program for accreditation of individuals or entities who provide Privacy Services (a Proxy Accreditation Program). For any Privacy Service offered by Customer, Customer shall publish on its website: the terms and conditions of the Privacy Service (including pricing); a point of contact for third parties wishing to report abuse; its business contact information; its terms of service and abuse report handling procedures.

## 2.3. Local Presence/Trustee Services.

2.3.1. Local Presence/Trustee Services. Service Provider may offer local presence or trustee services ("LP Services") through affiliated or non-affiliated Third-Party Providers ("LP Provider") to enable Registrants to register domains in TLDs with

local presence requirements (where such services are permitted). For each Order of LP Services, Customer will ensure and document that the Registrant accepts the terms of the LP Provider and grant all applicable authority as required under the applicable Third-Party Policies. LP Services automatically renew for additional one-year terms on the renewal date of the Domain Name registration unless the service is deactivated prior to the renewal date.

- 2.3.2. Domain Ownership. Where the LP Provider is registered as the owner of a Domain Name in the public record it may act with all rights and responsibility associated with this role, including deactivating, deleting or transferring a Domain Name if necessary to avoid legal harm for itself or third parties.
- 2.3.3. Termination and Disclosure. LP Provider may in its sole discretion refuse to provide LP Services for any Domain Name and further reserves the right to remove its name without notice from the registration records and replace it with the data provided by the Customer when required by Third Party Policies, at the request of the appropriate authorities or in cases where questionable use of the Domain Name is alleged. Reasonable attempts will be made to inform Customer prior to such changes. LP Provider and Service Provider will disclose Registrant Information upon reasonable and legitimate third-party request.
- 2.3.4. Fees. All LP Services fees will be the then-current fees listed in the Customer Portal at the time of Order submission.

#### 2.4. **Drop-catch, Backorder and Pre-Order Services.**

- 2.4.1. Drop-catch and Backorder. Drop-catch and Backorder services ("Drop-Catch Services") allow the Customer to attempt to automatically register Domain Names that have been "dropped" or not renewed by the previous Registrant or that become otherwise available. With Drop-Catch Services, Service Provider will submit backorders for the Registration of Domain Names identified by Customer that are currently registered to third parties so as to attempt to register those Domain Names when they become available through the Registry Operator.
- 2.4.2. Preorder. Service Provider may offer preorders of Domain Names that are not yet available for Registration. For technical reasons Service Provider may accept multiple preorders for the same Domain Name. The Customer acknowledges that preorders are offered without guarantee of successful completion of the Registration regardless of whether Service Provider ultimately succeeds in registering the domain name. Service Provider is free in the decision how to allocate preordered domain names among its customers. Unless otherwise stated, Domain Name preorder fees are fully refundable in case the Registration request cannot be completed.
- 2.4.3. Terms and Conditions. Drop-catch services are subject to the terms contained in the Pre- and Backorder Schedule





**2.5. Aftermarket Domain Names**

- 2.5.1. Service Provider may offer the ability to sell and purchase Domain Names listed on aftermarket platforms. Such Domain Names may be listed as part of a domain search result in the management interface.
- 2.5.2. Customer acknowledges that aftermarket Domain Names are Domain Names already registered and offered for sale by third parties and that a Transfer and the agreement of the current Registrant may be required prior to a Domain Name being available for use in the Customer Account.
- 2.5.3. For all aftermarket transactions, the Aftermarket Schedule or Appendix applies.

**2.6. SSL Certificate Services.**

- 2.6.1. SSL Certificates. Upon Customer's request, Service Provider will, through a variety of third-party vendors, acquire for Customer an SSL certificate for Domain Names identified by Customer ("SSL Services").
- 2.6.2. Fees. The fees for each SSL certificate will vary depending upon the type of SSL certificate requested. Unless Service Provider agrees otherwise in writing after the Effective Date, all SSL Services fees will be the then-current fees listed in the Customer Portal at the time of Order submission.
- 2.6.3. Terms and Conditions. SSL Services are subject to the terms contained in the SSL Services Schedule

**2.6. Registry Lock Services.** Service Provider offers registry lock services ("Lock Services") that enable a special registry status on selected Domain Names and/or hosts to help prevent malicious or inadvertent Domain Name modifications, deletions and Transfers. Lock Services fees vary greatly by TLD and are available upon request. Lock Services may not be available in every TLD and are subject to the terms contained in the Lock Services Appendix.