



General Terms & Conditions

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General Terms & Conditions UnifiedRoot

Introduction

These are the Terms and Conditions (the "Terms") of UnifiedRoot S&M B.V., Prins Hendriklaan 18 1075 BC Amsterdam (Chamber of Commerce 34235630). Please read the Terms carefully. By clicking on the 'I Accept' button during registration, you acknowledge that you have read the Terms and that you will be legally bound by them. It is your responsibility to determine whether your application complies with the Terms. If we consider that your registration or your use of the registered domain does not comply or no longer complies with the Terms, we may reject or withdraw your application and/or registration at any time.

These Terms explain our obligations to you, and your obligations to us in relation to the Services as described hereunder and further defined in the Terms. Please note that these Terms are subject to change, and that the amended Terms will apply to the Services from the moment of their publication.

What we do

A domain name is comparable with a telephone number, provided that the string of numbers (the IP-address) is 'converted' to a string of letters (called a domain name) through the Domain Name System (DNS) similar to the way we use a "phone book". This process of linking a domain name to an IP-address (and vice versa) is called 'resolving' a domain name. In the domain name www.unifiedroot.com, the '.com' is known as the top-level domain (TLD) and 'unifiedroot' is known as the second-level domain (SLD). Unlike the traditional domain name registry services, which allow you to register a SLD, such as 'unifiedroot.com', we offer you the possibility to register your own TLD, such as '.unifiedroot'. If you register a TLD with us, you will be able to create and distribute a variety of new SLDs under that TLD.

In order to make these new TLD available to internet-users, we have created an alternative platform of special computers, called 'root servers' which allows access to our "phone book" (the "System"). If we accept your application for a TLD registration, we will add your TLD to our System. Thus, internet users who use our System to resolve domain names will be able to find your IP address by typing in your domain name. We will register your TLD initially with a DNS pointing to our System. We will enable you to redirect the TLD at any point in time to a different DNS (provided that you continue to comply with your obligations under the applicable Terms).

So by registering a TLD, UnifiedRoot is offering a service to the registrant which consists of adding the requested TLD (and corresponding IP addresses) to its 'phone book', thereby making these available through the System, to anyone who chooses to use the System to resolve domain names.

WHOIS Database

In our WHOIS database we have included TLDs that UnifiedRoot has registered at the request of its customers. Also, we have included the TLDs that are registered with the Internet Corporation for Assigned Names and Numbers (ICANN) and the Internet Assigned Numbers Authority (IANA).

Although we have exercised reasonable care in compiling our WHOIS database, we do not guarantee its accuracy or completeness, nor should it in any way be construed as an official statement, recognition or endorsement of any of the TLDs listed.

Our WHOIS Database does not include TLDs from other domain name registries, other than the TLDs as registered with the ICANN and IANA as aforementioned.

What you should know before applying for a registration

UnifiedRoot is a young startup company that has only just begun to roll out its services. The TLD's that are registered by us and added to our System, are alternative TLD's that are not part of the restricted list of TLD's that are acknowledged by and coordinated by the ICANN, such as .org, .com.

Although we encourage ISPs around the world to resolve the UnifiedRoot TLDs through our System, we cannot guarantee that your TLD will be resolved by any particular ISP or by other third parties, as we do not control these ISPs or third parties. It is in any event likely to take time for ISPs in your country to start resolving the UnifiedRoot TLDs.

As a result, any particular Internet user may at this point in time not be able to access a website made available under your TLD and/or the attached SLDs, as they may not have access to a DNS server which supports these TLDs and/or the attached SLDs.

Furthermore, we point out that when you register a TLD with us, we do not exclude the possibility of (pre-) existing TLDs from other domain name registries that are identical or similar to your TLD. This means that it is possible that your registered TLD is identical or similar to a TLD from another domain name registrar or that a third party registers your TLD or a similar TLD with another domain name registrar at any point in time. We accept no liability for any damages that may occur in this respect.

We do not monitor or verify the presence of (pre-) existing TLDs that are identical or similar to your TLD, nor will we (be obliged to) inform you of any (pre-) existing TLDs, even if we are aware of their existence. If we do point out a (pre-) existing TLD from other domain name registries to you, this will be merely a gesture of service to you and this should under no circumstance be construed as a waiver of our prerogative in this respect, nor shall it be contractual or binding towards you or any third party.

You acknowledge that you are solely responsible for your registration of your TLD and we will under no circumstance be liable for any claims from you or any third party in this respect, such as but not limited to claims on the basis of alleged pre-existing TLD from other domain name registries .

Therefore, we exclude all warranties and representations in relation to the Services, subject to these Terms, and these circumstances will not give rise to reimbursement to you of the registration fees and/or the compensation of any other damages.

1. TLDs available for registration

Pursuant to these Terms, you may apply for registration of all TLDs with the exception of the following categories which are currently not available for registration:

1.1 TLDs comprising the name of a country (in English and local language).;

1.2 TLDs comprising names and numbers for emergency services (e.g. ambulance, fire, police) or disaster relief, civil defence, military, rescue, and other public safety activities;

1.3 TLDs mentioned in the WHOIS database;

1.4 TLDs that do not meet the following technical requirements: (a) a minimum of 3 characters selected among the letters "a" to "z" in standard Latin script, the digits "0" to "9" and the hyphen ("-"); (b) a maximum of 28 characters (not including the SLD); and (c) beginning or ending with a hyphen ("-"). Notwithstanding the aforementioned, TLD's consisting of 2 characters may be registered by us at our discretion if requested, with the constraint however that the registration of such TLD will become void if and as of the date that the TLD is registered by the ICANN/IANA as a country code TLD or otherwise, without this incurring liability for UnifiedRoot in any way.

The prohibition to register TLDs mentioned in articles 1.1 and 1.2 shall – at our sole discretion - not apply respectively to public bodies demonstrating their right to use the relevant geographical name (e.g. the government of a country), entities demonstrating their right to use names and numbers of emergency services and other public safety activities.

Notwithstanding the aforementioned and with reference to article 2.10, we may choose to accept or reject your TLD Application for any reason and at our sole discretion and without being obliged to give you any reason to do so.

2. Registration process

Your responsibilities

2.1 Any TLD Application and renewal of a TLD Registration will be subject to the Terms, regardless of your place of residence or your company's domicile. When you apply for a TLD Registration or ask us to renew a TLD Registration, you hereby acknowledge and agree that:

a. the information you provide is complete and accurate and will be kept up to date;

b. you have verified in our WHOIS database that the TLD you want to register is available in our System;

- c. you are entitled to register and use the requested TLD and such registration or use of the registered TLD will not violate any laws and/or regulations;
- d. the TLD that you wish to register is not infringing any rights (including without limitation Intellectual Property rights);
- e. you are not applying for a TLD Registration in bad faith; i.e. (i) for the purpose of selling, renting, or otherwise transferring the TLD to the owner of any Intellectual Property in a trademark, service mark, utility mark, trade name, or business name, that is identical or substantially similar to your TLD, or (ii) for the purpose of preventing such owner of any Intellectual Property rights from using its Intellectual Property rights in a corresponding TLD or SLD, or (iii) for the purpose of disrupting the business of someone else, or (iv) for any other unlawful purpose.

Application Procedure

2.2 We will only consider your TLD Application upon submission in accordance with the instructions placed on the Website and the procedure as set out hereunder.

2.3 You are responsible for ensuring that your TLD Application has been properly sent to us. We will notify you directly by email to confirm your TLD Application.

2.4 When you apply for TLD Registration it is your responsibility to provide us with the following information:

- a. the name of the TLD applied for;
- b. your full name, address, email address and telephone number;
- c. if you register a TLD as mentioned under 1.1 and 1.2 above or a corporate TLD or any other TLD in the name of a corporate or public entity, evidence that you are properly representing the entity on whose behalf you are registering the TLD;
- d. a valid copy of your passport, identity card or driving license, and/or articles of association, if requested by us.

2.5 You must keep the above information complete and accurate at all times. Moreover, you represent and warrant that any email address and telephone number communicated to us is functioning and up to date at all times. You acknowledge and agree that we may in our sole discretion ask you for additional information related to your TLD Application. We are entitled to reject your TLD Application or to revoke a TLD Registration if you have provided incomplete or inaccurate information.

2.6 If you are a minor or a person who has been placed under guardianship, or if you are for any other reason unable to exercise your full legal rights, you cannot apply for a TLD. Your legal representative must submit this TLD Application in your name and on your behalf, providing evidence of its title as your legal representative.

2.7 You are responsible for the confidentiality of your User ID and password required to complete the TLD registration on the Website. If you know or suspect that an unauthorized person is using your User ID, you must notify us immediately. We are not liable for any Damage and you will indemnify us against any claim which arises from any (un)authorized use of your User ID.

2.8 We will not consider your TLD Application until we have received actual payment of the applicable fees according to the then current payment terms as posted on the Website.

2.9 You acknowledge and agree that we are not bound by any term in deciding whether to accept or reject your TLD Application, and that it may take a substantial amount of time to review your TLD Application.

(Non) Acceptance

2.10 You acknowledge and agree that we may choose to accept or reject your TLD Application for any reason and at our sole discretion and without being obliged to give you any reason. You further acknowledge and agree that we are not liable in any way for any Damage or claims arising from our acceptance or rejection of your TLD Application. Grounds on which we may choose to reject your TLD Application include (but are not limited to) the following events:

- a. an identical or confusingly similar TLD is already included in the WHOIS database (e.g. ".linuxinternational and ".linux-international");

- b. your TLD is a TLD that we have advised you not to register, in accordance with article 1 (even if the System may appear to accept your TLD Application);
- c. any part of the information provided by you is incorrect or incomplete;
- d. you have failed to pay the registration fee; or
- e. you have failed to comply with your obligations under the Terms in the current TLD Application or in previous TLD Applications.

2.11 We will notify you as soon as reasonably practicable by email whether or not we accept your TLD Application. If we accept your TLD Application, we will include your TLD in our WHOIS database and you will obtain a limited, transferable, renewable, exclusive right to use the TLD for the registration term. You are entitled to withdraw your registration within 10 working days after we send you from our WHOIS database and refund your registration fee, minus an administration charge to cover our costs for processing your Application, as posted on our Website.

2.12 If we, at our sole discretion, should decide not to accept your TLD Application, we will refund your registration fee minus an administrative charge as indicated in article 2.11, unless the non-acceptance of your application is related to your non-compliance with any of the Terms. Please refer to the fee schedule as posted on our Website for more details on the current processing fee.

3. Renewal

3.1 Your TLD Registration will automatically end upon expiry of your initial registration term, which you selected in the registration form on the Website. You are solely responsible for your TLD Renewal. We may notify you by email prior to expiration of your TLD Registration, but we have no obligation to do so. You are also responsible for making sure that your TLD Renewal has been properly processed, prior to the expiration of your TLD Registration. You acknowledge and agree that we are not liable in any way for any Damage arising from our acceptance or rejection of your TLD Renewal.

3.2 You have the option to renew your TLD Registration upon reaching the expiration date. If you choose a TLD Renewal we will renew your TLD Registration for the requested renewal period, and will take payment from you at the then current rates and subject to the then applicable Terms.

3.3 If you fail to renew your TLD in a timely fashion, we may immediately suspend or cancel the TLD in question for a period of forty (40) calendar days following the end of the TLD registration term. You acknowledge and agree that we are not liable for any and all Damage arising from the suspension of your TLD Registration. Within this forty-day period, you may request us to re-activate the suspended TLD, by payment of the re-activation fee published on our Website. If no re-activation takes place within the stated forty-day period or if we do not receive the re-activation fee, we may cancel the suspended TLD in our sole discretion without being obliged to give you further notice.

3.4 In addition, you acknowledge and agree that if you fail to renew your TLD Registration (including without limitation by failing to pay the applicable renewal fee), we reserve all rights regarding such TLD Registration, including without limitation the right to:

- a. make your TLD Registration available to other parties for registration;
- b. modify the DNS in such a way that the TLD no longer resolves on the Internet, or direct your TLD Registration and all SLDs under this TLD Registration to an IP address designated by us, including an IP address which hosts a parking, under construction, or other page that may include promotions and advertisements for, and links to our Website or the website of our Affiliates, and advertise the sale or auction of such TLD Registration.

4. Transfer of a TLD

4.1 A TLD may be transferred upon application to us by its current registration holder, provided that the following conditions have been met:

- a. all outstanding fees of the current registration holder have been paid;
- b. the administrative fee for the transfer of the TLD has been paid;

c. the transferee agrees to be bound by these Terms, has provided all necessary information and meets the criteria set out in these Terms;

d. access to the TLD has not been suspended or terminated by us.

4.2 Following approval of the application for transfer, we will register the TLD in the name of the transferee, for the remainder of the current registration term, and the transferee will be considered the user of the TLD under these Terms.

5. Use of Services

5.1 You recognize and warrant that:

a. you are solely responsible for the use of the TLD Registration as well for the content (including without limitation information, products, and services) you make available through the use of the TLD Registration. We are not responsible for, and will not monitor, any content you make available through the use of the TLD Registration;

b. you will use the TLD Registration in accordance with these Terms and other instructions we may give you from time to time and you will ensure that the registrants of SLDs under your TLD Registration will do so too;

c. you will not use the Services in any improper or fraudulent way or in violation of any applicable laws and regulations or for any other unlawful purpose;

d. you are responsible for monitoring whether the use of your TLD Registration infringes or violates any rights, in which case you will promptly notify us and you will immediately cease any use of the involved TLD.;

e. you are responsible for any acts or omissions of persons who have registered an SLD under your TLD;

f. you will prevent anyone who applies for an SLD registration under your TLD from registering and/or using the requested SLD in violation of any applicable laws and regulations; and

g. you will submit to any authenticated order from a competent court or arbitral tribunal requiring the cancellation or transfer of your domain name.

6. Provision of the Services

Subject to the Terms, we will provide the following services to you:

6.1 We will register your TLD in our System.

6.2. We will register your TLD and your identity in our WHOIS database. The TLD holder decides which part of his information he/she makes publicly available.

6.3. We will allow you to change the DNS of your TLD at your discretion through our Website.

Disclaimer

6.4. We will use all commercially reasonable efforts to maintain a stable and secure System in order to provide you with the Services. However, in relation to the System and the Services you acknowledge and agree that

a. we exclude all warranties or representations with respect to your access to and the availability of the System and/or your access to and the availability of the Services, as we cannot guarantee the stability and the reliability of the System and/or Services, nor can we guarantee that our System will at all times resolve your TLD. As a result, we may at any time and in our sole discretion modify the (provision of the) Services;

b. we depend upon a System which may not be error free and which is responsive to other respondents (including other root servers, computers and data communications) on the Internet which can have a negative effect on the Services. In addition, your access to the Services is influenced by circumstances outside our reasonable control, for example, technical or communications breakdown, industrial action, or power failure;

c. we cannot guarantee in any way that your TLD and/or the attached SLDs will be listed in the DNS servers of Internet Service Providers (ISPs), nor can we guarantee that your TLD will be resolved by any particular ISP or by other third parties who resolve domain names on the Internet, as we are not affiliated with, nor do we control, those DNS servers from ISPs and/or third parties. As a result, any particular Internet user may not be able to access a website made available under your TLD and/or the attached SLDs, as they may not have access to a DNS server which supports these TLDs and/or the attached SLDs. We therefore shall not be liable for any damage in this respect, nor shall we be under any obligation to reimbursement of already paid fees; and

d. we may suspend or cancel your access to and use of the Services for violating the Terms without prior notice to you.

7. Fees and payment

All fees are quoted in Euros and are exclusive of sales tax or value added tax. You agree to pay us the applicable service fees as posted on our Website at the time of your request. All fees are due immediately and are non-refundable, in whole or in part, even if the Services are suspended, cancelled, or transferred prior to the end of the then current service term. We may change our fees or create new fees at any time, for any reason, at our sole discretion and without prior notice to you.

8. Suspension and termination of the Services

8.1 Your access to the Services may be ended by either you or us at any time on giving at least 30 days, prior written notice.

8.2 You acknowledge and agree that we may immediately end, suspend, modify, or restrict your access to the Services if:

a. you notify us in writing to take such action;

b. your TLD Registration expires;

c. you breach the Terms and, if the breach can be remedied, you fail to remedy the breach within 10 days from the day we give notice requiring you to do this;

d. we must comply with any law or regulation that requires such action;

f. we receive an authenticated notification from a competent court or arbitral tribunal requiring such action;

g. we receive a credible warning or demand from a third party to do so, and we, at our sole discretion, determine that this action is reasonably necessary to avoid or limit our potential liability;

h. we are confronted with any force majeure or circumstance beyond our reasonable control such as technical or communications breakdown, industrial action, or power failure.

In any such case, we will inform you as soon as reasonably practicable. You also acknowledge and agree that we may, upon expiration or termination of your TLD Registration, elect at our sole discretion to: (a) delete the TLD and attached SLDs; (b) renew the TLD on behalf of somebody else; (c) sell or auction the TLD; or (d) otherwise make such TLD available to the market.

9. Liability and indemnification

You acknowledge and agree that you are solely responsible for any and all Damage arising from the use of your TLD Registration. In addition you will fully indemnify us, our directors, officers, employees, and Affiliates against any and all Damage in the broadest meaning of the word which arises, whether in whole or in part, and whether directly or indirectly in relation to the use of your TLD Registration, including without limitation the allocation and use of any SLDs that exist under your TLD Registration.

You also acknowledge and agree that all our liability in relation to the provision of the Services is excluded (including without limitation for any Damage that you or the registrants of SLDs under your TLD Registration may incur from the suspension or cancellation of your TLD Registration and the circumstances as mentioned in article 6.4 of the Terms), provided that nothing in the Terms shall limit our liability for: (a) any reasonably foreseeable loss (except consequential

and indirect loss, loss of profits, and business loss) resulting from any wilful misconduct or gross negligence of UnifiedRoot; and (b) death and personal injury. In all cases in which we are obliged to pay Damage, these will never be higher than the TLD registration fee that is paid by you.

If you become aware of any claim that has been made, will be made, or is likely to be made against you or us by any third party, you must inform us immediately in writing and in any case within 30 days after you become aware of it.

10. Use of information

You acknowledge and agree that we may process some or all of the information you provide for purposes of our internal administration.

You acknowledge and agree that we may make publicly available, or directly available to third parties, some or all of the information you provide for purposes of inspection (such as through our WHOIS database service), in order to provide the Services and for other purposes as required or permitted by Dutch privacy laws.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes set out in these Terms or with the applicable data protection legislation.

11. Intellectual Property rights

All rights and interests in all Intellectual Property, concepts, systems, and all written, graphic, and other material relating to the System or the Services owned or created by us, including these Terms, the WHOIS database and the Website, will remain our property at all times.

12. General

If you change your name, email address or any other address or information you provide to us upon TLD Application, you must notify us of the new details promptly.

We may amend the Terms from time to time. We will give you notice of any change to the Terms by sending you a notice of that change or the modified Terms by email. Such amended Terms will apply from the moment of publication on our Website or from the moment we send such notice, whichever is earlier. For the avoidance of doubt, if the Terms are amended after a TLD Application has been submitted; the amended terms shall apply to the assessment of this TLD Application.

We will give you any other notice under these Terms by email or post to your last known address. You will be treated as having received our notice when we receive electronic delivery receipt notification confirming delivery of our email to you or on the second business day after we post our notice to you.

You must give any notice under these Terms by email or by post to the address we notify to you from time to time or as published on our Website.

Our rights and/or duties under these Terms may be transferred to any third party. You may not transfer any of your rights or duties under these Terms without our prior consent, which we will not unreasonably refuse.

If at any time we do not insist on any of our rights under the Terms, we may still insist on that right later.

If any of these Terms is illegal, invalid, or unenforceable, the remaining Terms will not be affected.

All terms relating to the Service are contained in the Terms and in the documents referred to in them. The Terms will prevail over any other documents purporting to have legal effect.

13. Jurisdiction

The Terms shall be governed by and construed in accordance with Dutch law. The courts of Amsterdam shall have jurisdiction to settle disputes which may arise out of or in connection with the Terms.

In exception to the aforementioned, however, any dispute, controversy or claim arising under, out of or relating to a dispute between you and any party other than us over the registration and use of a TLD registered by you, shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Amsterdam. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the law of the Netherlands.

If we are made aware that a dispute concerning your TLD Registration is pending before a court or arbiter, we will put this TLD on hold until a final judgment has been reached, i.e. it is no longer possible to alter the characteristics of the TLD (this includes without limitation that the registration cannot be cancelled or transferred, nor can the TLD holder's details be amended).

If we receive an executable legal decision from an arbitrator, judge or similar arbitration body or a mutual agreement to transfer or cancel the TLD, we will execute this transfer or cancellation.

14. Definitions

Affiliate means a company that is under our direct or indirect control; **Damage** means any direct or indirect loss, liability, obligation, damage, deficiency, cost, expense, fine, or penalty, including reasonable judicial and extra-judicial fees of lawyers, attorneys, accountants, and other appointed experts, any other reasonable defence cost, reasonable cost of investigation, or other response actions, and consequential damages, loss of goodwill, loss of turnover, and loss of profits;

Intellectual Property means all intellectual property rights of any nature, including (without limitation) patents, designs, present and future trade marks, service marks, utility marks, rights in trade names, business names, or copyright, whether or not registered or registrable by us;

Services means the registration, transfer, and the renewal of a TLD;

System means our root server system, which forms the platform on which the Services are provided;

SLD means second-level domain;

Terms means these terms and conditions, as amended by us from time to time;

TLD means top-level domain;

TLD Application means your application for a TLD Registration;

TLD Registration means the registration of your TLD Application in our WHOIS database;

TLD Renewal means your request for a renewal of your TLD Registration;

TLD Organizations means the organizations that provide top-level domains and DNS root operators worldwide;

We, us, our and **ourselves** means UnifiedRoot S & M B.V.;

Website means www.unifiedroot.com;

WHOIS database means the registry in which we keep all relevant information in relation to your TLD Registration;

You and **your** means the user agreeing to the Terms;