

TRUSTEE SERVICES AGREEMENT

Customer terms for domains requiring a local registrant or representative

Background

The Customer wishes to register or maintain domain names for which a local registrant, representative or contact is required or commercially useful. NameWeb will arrange for itself or a third party to provide that role on the following terms.

1. The Trustee Service

NameWeb may appoint itself, an affiliate or a local third party as the registrant, holder, representative or contact for a Covered Domain (the Trustee). The identity of the Trustee may differ between countries and may change during the service.

The Trustee is the formal party recorded with the registry to the extent required. Subject to this Agreement, the Customer may use the Covered Domain and instruct its DNS configuration through NameWeb. The words “trustee” and “Trustee Service” describe a local-presence service and do not create a trust, partnership, agency or fiduciary relationship.

2. Customer warranties and obligations

The Customer warrants that it has a legitimate interest in every Covered Domain; that all information and documents supplied are accurate and complete; and that the registration and use of each Covered Domain comply with applicable law, sanctions, registry policy, registrar terms and third-party rights.

The Customer is solely responsible for its websites, email, DNS, content, goods, services and users. It must promptly tell NameWeb of any complaint or threatened claim, keep its contact details current, and answer any enquiry from NameWeb or the Trustee within 48 hours or any shorter period reasonably required by the circumstances.

3. Instructions and administration

The Trustee will normally carry out reasonable instructions sent by the Customer through NameWeb concerning DNS, renewal, expiry and transfer. The Trustee may require documents, explanations, security verification, advance payment or other assurances before acting.

Neither NameWeb nor the Trustee must follow an instruction considered unlawful, misleading, impractical, or likely to create legal, financial, regulatory, operational or reputational risk.

4. Fees, costs and renewal

The Customer will pay the applicable Trustee Service fee and all registration, renewal, transfer, defence and reasonable out-of-pocket costs in advance. Fees are non-refundable after a registration or renewal period has begun. Neither NameWeb nor the Trustee is required to spend its own money or renew a Covered Domain without cleared funds and complete instructions.

Trustee Service fees continue until the Trustee has actually been removed from the registry records or the Covered Domain has been deleted. NameWeb may change future fees on reasonable notice.

5. Protective action

NameWeb or the Trustee may, at its reasonable discretion, refuse an instruction or suspend, lock, redirect, transfer, surrender, cancel, allow to expire or delete a Covered Domain where it considers this necessary or advisable to protect itself, the other, a registrar, the registry or a third party. Reasons may include suspected illegality, fraud, sanctions exposure, infringement, security abuse, inaccurate information, non-payment, failure to respond, a complaint or legal threat, or a change in law or policy.

Where reasonably possible, NameWeb will inform the Customer before action is taken and allow a practical opportunity to respond. Prior notice is not required where immediate action is considered necessary, notice is prohibited, or delay could increase risk. Action need not await a court judgment or final determination of a complaint.

6. Registry, registrar and governmental action

The Customer accepts that a registry, registrar, government, court or other authority may reject, suspend, transfer, cancel or delete a Covered Domain, or may restrict or prohibit trustee or local-presence arrangements. Neither NameWeb nor the Trustee warrants that the Trustee Service is or will remain accepted, effective or available.

Neither NameWeb nor the Trustee is responsible for loss resulting from such an action or change, including action directed at trustee arrangements generally, at NameWeb, or at the Trustee specifically. If a trustee arrangement is challenged, investigated or no longer accepted, NameWeb or the Trustee may immediately discontinue the service or take any action listed in clause 5.

7. Third-party claims

NameWeb or the Trustee will forward material notices where reasonably practicable. The Customer must promptly state whether it will defend the Covered Domain, consent to the requested action, or arrange an eligible replacement registrant. The Customer will control and fund the defence, subject to NameWeb's and the Trustee's rights to separate advice and to protect their own interests.

If the Customer does not respond on time, does not provide adequate funds or security, or if continued involvement is considered unacceptable, NameWeb or the Trustee may settle the matter or suspend, surrender, transfer or delete the Covered Domain without liability.

8. Indemnity

The Customer will defend, indemnify and hold harmless NameWeb, the Trustee and their respective affiliates, owners, directors, employees, agents and providers against every claim, investigation, liability, penalty, loss, cost and expense, including reasonable legal fees, arising from a Covered Domain, its registration or use, the Customer's instructions, inaccurate information, or breach of this Agreement.

This indemnity applies regardless of whether the claim is brought against the Customer, NameWeb, the Trustee or another protected person and continues after termination. It does not apply to the extent a final judgment establishes that the loss was caused solely by that protected person's fraud or wilful misconduct.

9. Exclusion and limitation of liability

To the fullest extent permitted by law, neither NameWeb nor the Trustee has liability for any act or omission connected with the Trustee Service or a Covered Domain, including refusal, delay, suspension, loss, transfer, expiry, surrender or deletion; DNS or service interruption; registry or registrar error; governmental or third-party action; or a change affecting trustee arrangements.

Neither is liable for loss of profit, revenue, business, goodwill, data or opportunity, or for indirect, incidental, special, punitive or consequential loss. If liability cannot lawfully be excluded, their combined total liability for an affected Covered Domain is limited to the Trustee Service fees actually paid for that Domain during the preceding 12 months. Nothing excludes liability that applicable law does not permit to be excluded.

10. Term, termination and transfer

This Agreement applies while any Covered Domain uses the Trustee Service. The Customer may end the service by providing an eligible replacement registrant or trustee and paying all amounts and change costs. NameWeb may end the service on 30 days' notice, or immediately in any circumstance described in clause 5 or 6.

Any transfer to another registrar is conditional on removal or replacement of the Trustee, registry approval, payment of all fees and completion of required documents. NameWeb and the Trustee will provide reasonable assistance but do not guarantee completion. If replacement cannot be completed within the period set by NameWeb or the Trustee, the Covered Domain may be allowed to expire, surrendered or deleted without liability.

11. General

The Trustee is an intended third-party beneficiary of clauses 2 to 11 and may enforce them directly. NameWeb may appoint or replace a Trustee and may assign this Agreement to an affiliate. The Customer may not assign it without NameWeb's written consent. If a provision is unenforceable, the remainder continues in effect.

This Agreement, the applicable order and NameWeb's general terms form the entire agreement concerning the Trustee Service. In a conflict, this Agreement prevails for the Trustee Service. It is governed by Belgian law, and the courts of Antwerp, Belgium have exclusive jurisdiction.