REGISTRAR AGREEMENT

BETWEEN:

Organisation	DNS België vzw, Belgische Vereniging voor Internet Domeinnaamregistratie
Address	Ubicenter
	Philipssite 5, bus 13
	3001 Leuven
	België
VAT number	BE 0466158640
Represented by	Philip Du Bois

Called "DNS Belgium"

AND:

BACKGROUND:

- DNS Belgium is the registration authority that grants the rights to use domain names under the .be domain;
- The registrar wants to participate in the registration process of domain names in the .be domain by registering or renewing domain names with DNS Belgium on behalf of its clients but for its own account;
- DNS Belgium wants to co-operate with the registrar in registering and renewing the .be domain names under the conditions of this agreement;

THE PARTIES HAVE AGREED AS FOLLOWS:

1. OBJECT

1.1 Right of use

According to this agreement, DNS Belgium will grant a right to use any domain name under the .be domain (hereafter the "domain name"), for which the registrar requests the registration or renewal on behalf of its client but for its own account (the registrar's client applying for the registration or renewal of a domain name is called the "domain name holder");

The right to use the domain name under the conditions of this agreement is granted for 1 (one) year. After that the right of use is renewable for successive one-year periods.

1.2 Non-exclusive right of use

The rights granted under this agreement are not exclusive.

DNS Belgium will however not attribute any right for the registration or the renewal of domain names that were not introduced with DNS Belgium by a registrar, the provisions under article 9 excepted.

2. TERMS & CONDITIONS

To obtain or renew a registration the registrar must:

- Guarantee that the domain name holder has accepted the Terms & Conditions applicable when the application is made. Exhibit 1 is a copy of the terms & conditions that apply on signing this agreement.
- Guarantee that the domain name holder meets all requirements to obtain or renew a registration.
- Inform the domain name holder of all information the registrar receives from DNS Belgium that may influence the domain name holder and DNS Belgium's contractual relationship, particularly about an amendment of the terms & conditions.

DNS Belgium may amend the terms & conditions if DNS Belgium informs the registrar of amendments no later than 30 days before they become effective. DNS Belgium must send this information by e-mail and publish it on its website.

3. FEES

3.1 Amount of fees

1. The registrar must pay DNS Belgium a flat fee of at least € 2,500.00 (two thousand and five hundred euros) for the right to apply for the registration of a domain name (or for its renewal) on behalf of the domain name holders but for its own account.

   This amount is an advance payment from which DNS Belgium deducts the registrar's registration, renewal and possible transfer fees under the second and third paragraph of this article. The fees for

new registrations are immediately deducted while the fees for the renewals are settled at the end of the month in which the registrations have been renewed. If any transfer fees are due, they will be deducted as soon as the transfer has been executed. When the balance of the advance reaches zero, the registrar must pay a new advance. If the registrar does not, DNS Belgium will no longer grant registrations or renewals. Notwithstanding the foregoing, the registrar has to maintain his initial level of advance by paying the invoices for the registration and renewal fees issued by DNS Belgium in accordance with article 3.2.

2. The registrar must pay the registration, renewal and other fees for the domain names he registers, renews or transfers on behalf of the domain name holders but for its own account. Exhibit 2 sets out the various fees applicable on signing this agreement.

3. The registrar can request DNS Belgium to transfer all or a part of his domain names to another registrar. For these transfers DNS Belgium will charge a specific transfer fee. The transfer fee applicable on signing this agreement is set out in exhibit 2.

4. In order to protect the domain name holder against involuntary deletions, a domain name will be put in quarantine during a certain period following its deletion regardless whether this deletion has explicitly been requested by the domain name holder or whether it is due to the non-renewal by the registrar. During this period the domain name can be reactivated. DNS Belgium will charge a specific fee for the re-activation of each domain name. The period during which the domain name can be re-activated as well as the re-activation fee applicable on signing of this agreement are set out in exhibit 2.

5. During the quarantine period the domain name can also be transferred to another registrar by means of a transfer from quarantine. The successful processing of the transfer from quarantine also immediately results in the reactivation of the domain name. DNS Belgium will charge a specific fee for the transfer from quarantine. Exhibit 2 sets out the fee applicable on signing this agreement.

6. DNS Belgium may increase or decrease the fees mentioned in the four preceding paragraphs at any time and it will inform the registrar of any changes at least 30 days before the new fees become effective by e-mail and by publishing the new fees on DNS Belgium's website.

3.2 Payments

1. Fees in article 3.1.1 must be paid according to the invoice DNS Belgium issues on signing this agreement.

2. The registration, renewal and other fees must be paid according to the payment modalities indicated in DNS Belgium's monthly invoices to the registrar.

   DNS Belgium will issue monthly invoices for the right of use of domain names registered or renewed in that month. The registrar must take all steps to delete a domain name from the automatic registration system at the latest on the last working day of that month if the right of use of the name expires during the month of invoicing and is not to be renewed. Domain names for which the right of use will expire during the month of invoicing and which are not deleted from the system will be automatically renewed and invoiced by DNS Belgium. The registration and renewal fees are due as soon as the right of use is granted or renewed, whether or not the domain name holder pays the registrar.

3. Transfer fees must be paid according to payment modalities indicated by the specific invoice that DNS Belgium issues following the execution of the transfer.

4. Invoices must be paid within 30 days after the invoice date. Disputes regarding the invoices need to be notified in writing to DNS Belgium within this period of 30 days. If the registrar pays fees late then the following penalties apply without notice:
   -10 % of the amount due (a minimum of 250,00 EUR), and
   - interest of 1 % a month calculated for each month started.
   This does not affect other remedies in this agreement.

5. DNS Belgium shall use any received payments to settle the oldest outstanding and overdue invoices.

4. RESELLERS

Under this agreement, the registrar may work with resellers. A reseller is any person or company which, be it on a contractual basis or not, has the possibility to register or renew .be domain names via the registrar's panel in the DNS Belgium registration system and which manages the domain names for several holders. A reseller is not a person or company which only registers, renews and manages his own domain names via the registrar's panel.

However, the registrar is solely liable for observance of the provisions of this agreement. Possible infringements of the present agreement due to the behaviour of the resellers with which the registrar works, shall be considered as infringements of the registrar. Any registrar who works with resellers must therefore take the necessary actions to ensure the contractual obligations arising from the present agreement have legal effect vis-a-vis the resellers with which he works.

5. TECHNICAL PROVISIONS

5.1 The registration procedure

The registration procedure is fully automated and the registrar must respect the procedures developed by DNS Belgium to register or renew a domain name, including on updating information about domain name holders. DNS Belgium must publish an overview of the procedure on its web site.

DNS Belgium may adjust or amend the registration procedure and must inform the registrar no later than 30 (thirty) days before those adjustments or amendments become operational. At the same time, DNS Belgium must provide the registrar with all technical information required for their implementation.

During the registration procedure, the registrar always states the details of the domain name holder or its representative and not its own details or the details of the reseller. The e-mail address shown in the contact information for the domain name holder is the address of the domain name holder itself or its representative and not the registrar's or the reseller's, except where expressly requested otherwise by the domain name holder.

Both during the registration procedure and afterwards, the registrar is solely responsible for the correctness of the details of the domain name holder. The registrar shall not register any details which it knows or suspects to be incorrect. He shall immediately replace them by the correct details when he finds out or is notified by DNS Belgium or a third party that the details are incorrect.

The registrar undertakes to change the details of the domain name holder without delay at the domain name holder or his representative's request. DNS Belgium reserves the right to charge any costs it incurs to correct these details itself to the registrar who remains in default.

The registrar is allowed to register domain names for his own use. Registrars must, however, refrain from 'warehousing' practices. Warehousing is the registering of large number of domain names without having been specifically instructed to do so by one or more users. Registering large numbers of domain names on behalf of a user (natural or legal person) that is associated or linked with the registrar is also considered as 'warehousing' and hence is not permitted.

Under no circumstance may the registrar, directly or indirectly, introduce procedures, or take part in any such procedures, that are designed to sell domain names or to result in a change to the domain name holder of a particular domain name, except where the proper transaction is used that DNS Belgium provides for this type of operation.

The registrar undertakes to solely lock a domain name using the lock function at the domain name holder's explicit request. Under no circumstance shall the registrar set this as a default function for all domain names he manages.

5.2 Technical defects

The registrar may not overload DNS Belgium's network or hinder DNS Belgium from providing its services (for example by denial of service attacks). The registrar may do nothing that could threaten the stability of the Internet.

The registrar commits himself not to take any unlawful advantage of the "bugs and vulnerabilities" in DNS Belgium's technical systems that come to the registrar's notice neither to abuse them in any way. The registrar also agrees to report defaults such as mentioned above to DNS Belgium immediately. Under no circumstances will he make these acquaintances public or disclose them to third parties.

If the registrar breaches these obligations, DNS Belgium may suspend this agreement immediately and without notice for 14 days. DNS Belgium may terminate the agreement if after 14 days the registrar still breaches these obligations.

6. CHOICE OF REGISTRAR

The registrar must grant the domain name holder a right to choose another registrar (a "new registrar") for the domain names that the registrar has registered or renewed. The registrar must cooperate with the domain name holder, the new registrar and DNS Belgium for the transfer.

The new registrar initiates the transfer according to the applicable procedure with the transfer code he received from the domain name holder. The internal DNS Belgium application checks whether the provided transfer code corresponds with the domain name for which the transfer was requested. In case of a positive code-check the transfer is finalised.

As a result of the transfer, the new registrar must pay to DNS Belgium the annual registration fee as soon as the transfer becomes effective. DNS Belgium will not refund the fee the old registrar paid, neither in whole or in part.

The old registrar may not require the domain name holder to pay a fee, to give reasons for the transfer, or to give more than one month's notice for the transfer to become effective.

7. DURATION

This agreement is established at the moment of its signature by the registrar. It will enter into force at the moment DNS Belgium receives the original document signed by the registrar.

In principle the agreement is concluded for a period of one year. However, the first period will cover the period from the date of signing to 31 December of the year following the year in which the agreement was signed.

Afterwards the agreement is valid from 1 January to 31 December of every year. At the end of its term, the agreement shall be tacitly renewed every year for one year unless a party notifies the other party in writing no later than one and a half months before 31 December that it does not want to extend the agreement or wants to change the conditions of the agreement.

Moreover, the agreement can only be extended if the registrar succeeds to obtain the turn-over figure set out in exhibit 2 at the end of the one year term. The turn-over figure can be increased or decreased by DNS Belgium at any time. DNS Belgium will inform the registrar of any changes to the turn-over figure at least 30 days before the new figure becomes effective by e-mail and by publication on its website.

8. TERMINATION OF THE AGREEMENT

8.1 Termination of DNS Belgium's registration authority

This agreement will terminate immediately if DNS Belgium is no longer authorized to grant the rights to use domain names for whatever reason. The registrar cannot hold DNS Belgium responsible for damage resulting from this termination, unless the termination is due to DNS Belgium's gross negligence or fraud.

DNS Belgium will immediately inform the registrar of any fact brought to its attention that may reasonably cause the termination of DNS Belgium's registration authority.

At the termination of its registration authority, DNS Belgium shall use its best efforts to:
- facilitate the continuation or the transfer of the existing contracts between DNS Belgium and the registrars at the termination date;
- obtain a notice period before the termination of its registration authority.

8.2 Breach of contract

If the registrar violates one of the stipulations of the agreement, DNS Belgium will summon the registrar in writing. If the registrar does not comply with the stipulations of the agreement within 14 days, DNS Belgium may terminate the agreement.

8.3 Bankruptcy or judicial administration

This agreement will terminate immediately if the registrar becomes bankrupt or applies for a judicial administration.

9. CONSEQUENCES OF TERMINATION

Even after termination, the registrar is obliged pay the fees that were due before termination.

DNS Belgium will transfer the domain names of the registrar whose agreement has been terminated to other registrars upon the request of that registrar or the person who is entitled to represent him. In such case DNS Belgium will charge the transfer fee that is mentioned in article 3.1.3 and will deduct the fee from the remainder of the flat fee that was paid in conformity with article 3.1.1 of this agreement. The possible remaining amount will be reimbursed to the agent.

DNS Belgium may claim full compensation for the costs incurred, if they exceed the remainder of the flat fee.

Within 2 weeks after termination of the agreement the registrar must return to DNS Belgium all its documentation and software.

If the agreement is terminated and for as much as a the registrar doesn't succeed to accomplish a transfer of the domain names he manages to other registrars within one month following the termination of the agreement, DNS Belgium must inform the domain name holders that their domain names have been put "out-of-support" (as stipulated in the Terms & Conditions enclosed as Exhibit 1 of this agreement). At the same time DNS Belgium must inform the domain name holders that they have one month to choose another registrar.

If the domain name holder does not appoint another registrar, DNS Belgium will terminate the registration of the domain name at the end of its term. The domain name will remain "out-of-support" for the longer of three months after the notice asking domain name holders to designate a new registrar or two months after the termination of the registration.

While the domain name is "out-of-support", the domain name holder may appoint another registrar. The prospective registrar must send a motivated request to DNS Belgium applying to become the new registrar and to restore the registration, if terminated.

10. ASSIGNMENT OF RIGHTS

The registrar may assign rights under this agreement to a third party if the registrar informs DNS Belgium in writing no later than one month before the assignment becomes effective. The old registrar and the assignee are jointly and severally liable for performing this agreement until the end of the agreement with DNS Belgium.

11. GUARANTEES

The registrar must indemnify DNS Belgium against any claim, in or out of court, from domain name holders or third parties regarding the products and services offered by the registrar or by DNS Belgium or regarding damaged claimed from DNS Belgium, including claims for:

- Granting or not granting, renewing or not renewing the right of use to a domain name holder or a third party for a domain name, because for example, of an error regarding identity;
- Terminating DNS Belgium's registration authority under the ".be" domain;
- Third parties claiming rights on a domain name;
- Technical defects or shortcomings.

DNS Belgium must make a reasonable effort to provide its services according to the principles of the Best Practices guidelines of the registration authorities.

12. MISCELLANEOUS

12.1 Effect of this agreement on third parties

This agreement has only legal consequences for the signing parties and not for third parties. Therefore third parties cannot obtain any rights from this agreement, not with regard to the registrar, nor with regard to DNS Belgium.

12.2 Amendments

Both parties must agree to amendments of this agreement in writing. This does not apply to amendments to the Terms & Conditions and to the registration, renewal and other fees which DNS Belgium may amend under this agreement.

12.3 Disputes

Only the Brussels courts have the jurisdiction to handle disputes under this agreement.
The Brussels courts will apply Belgian law.

12.4 Intellectual property

This agreement does not change the status of any intellectual property rights of the parties. The parties will remain owners of their own intellectual property rights.

12.5 Use of logos and name of DNS Belgium

The registrar has the right to use DNS Belgium's logo and name under the strict conditions published by DNS Belgium on its website.

12.6 Contact details and website of the registrar

The registrar must ensure that the contact details notified to DNS Belgium are and remain correct. The registrar is obliged to inform any changes to these contact details without delay and in writing to DNS Belgium. Contact details shall explicitly be understood to mean: address details, telephone and fax number, e-mail addresses, VAT number, legal form.

The registrar has the obligation to communicate to DNS Belgium the exact reference of the part of his website where referral is made to the domain name registration. DNS Belgium has the right to record this reference on its own website so that customers can contact the registrar directly. DNS Belgium also has the right to update this reference if it proves to be outdated. The registrar also needs to ensure that the contact details on his website are up-to-date and that he thus can be contacted by his customers during office hours.

12.7 Severability clause

If one or more provisions of this agreement appear to be invalid, unenforceable or illegal, the other provisions remain in full force. DNS Belgium and the registrar also agree to replace the invalid, unenforceable or illegal provision by a valid, enforceable and legal provision preserving the economic aims and maintaining the spirit of the provision so replaced.

For DNS Belgium   For the registrar

Philip Du Bois   (name + title)
General Manager

Exhibit 1:   Terms & conditions that apply on signing this agreement.
             This is the agreement between DNS Belgium and the domain name holders, called "Terms and conditions".
Exhibit 2:   Registration, renewal and other fees that apply on signing this agreement

Terms and conditions for domain name registrations
under the .be domain operated by DNS.be

Version 4.2 – 15 January 2009

1. Definitions

- "DNS.be" means the Belgian non profit organisation DNS Belgium vzw, Belgische vereniging voor Internetdomeinregistratie, situated at 3001 Leuven, Ubicenter, Philipssite 5, box 13, and with enterprise number 046618640, administrator of the .be domain;

- "the registrar" means the undertaking that enters into a non-exclusive registrar agreement with DNS.be and obtains from DNS.be the right to apply for the registration and renewal of domain names under the .be domain on behalf of its clients but for its own account;

- "the domain name holder" means the person having obtained or having applied for the registration of a particular name in the .be domain;

- "the consumer" means each private person or legal entity who is, exclusively for a non professional objective, domain name holder.

2. Acceptable domain names

DNS.be will not accept the following domain names for registration :

- Names that are already registered ("first come, first served" –principle), names in quarantine, names that are put "out-of-support" or on hold. Names that consist of characters other than "a-z", "A-Z", "0-9" and "-", or that start or end with "-" (as recommended in RFC 1035, published on the web site of DNS.be).

- Names of less than two (2) or more than sixty-three (63) characters.

- Names with "-" on the third and the fourth position.

Names will be registered for the person whose application is completed first, notwithstanding earlier applications for those names that are not yet complete. An application is complete when it is received by the DNS.be computer system (not when it was sent), and when it contains all the data required by DNS.be.

The refusal to register a domain name does not create any rights (priority rights or other) for the applicant. The applicant may file a new application, in competition with anybody else, if that name later becomes available to the public.

3. Right of use

a) After the registrar completes the registration process and pays the registration fees, the domain name holder is granted the exclusive right to use the domain name applied for.

b) The right of use is valid for one year and is renewable as far as the registration fee has been settled.

c) A domain name is put on hold if DNS.be is notified that legal proceedings, whether within or outside the scope of a court of law, are in progress over that name. A domain name that is on hold cannot be transferred or deleted, nor can the details of the domain name holder be modified. The domain name holder can, however, still use his domain name.

d) DNS.be may terminate the registration if the domain name holder breaches any of the terms and conditions of the domain name registration. In case of a breach of the terms and conditions, DNS.be can send a reminder by e-mail to both the registrar and the domain name holder informing them that the registration will be terminated if the breach is not remedied within 14 days.

e) After termination of the registration for reasons outside the scope of item d) of this article, the concerned domain name shall be placed in quarantine for forty (40) days. During this period the registrar can restore the domain name to its original status at the request of the domain name holder provided that a reactivation fee is paid. At the end of this period the concerned domain name can be made available again for registration provided that it has not been reactivated.

f) A domain name is labelled "out-of-support" in case the registrar contract with DNS.be is terminated and DNS.be has asked the domain name holders to find a new registrar.

4. Fees and payment

a) The domain name holder is aware that the registrar acting on his behalf must pay the initial registration fee and the renewal fee according to the agreement between the registrar and DNS.be.

b) The registrar has access to the computer system of DNS.be in order to verify the status and expiration date of the domain names that he manages. The registrar is responsible for the timely information of the domain name holder that the registration of his domain names is due to be renewed.

c) DNS.be is not responsible for the registrar's non-payment of registration or renewal fees, which may result in the non-registration or cancellation of a domain name (even if the domain name holder has paid the registrar).

5. Obligation to have a working e-mail address

The domain name holder must have a working e-mail address, which is inserted in the DNS.be data base. DNS.be and the domain name holder must use this e-mail address for official communication between them, and the domain name holder must keep the address up-to-date through his registrar. If the e-mail address is not kept up-to-date, the domain name holder is in breach of these terms and conditions and DNS.be may terminate the registration as provided in article 3 above.

6. Agreement between domain name holder and registrar

a) The registration and renewal process with DNS.be can only be conducted by the domain name holder through an authorised registrar, who is acting on behalf of the domain name holder but for its own account. DNS.be must make available on its web site a list of the authorised registrars, and a copy of the typical agreement between DNS.be and the registrar. DNS.be is not a party to the agreement between the domain name holder and his registrar incurs no obligation or liability from that agreement.

b) If a registrar is no longer an authorised registrar because the agreement with DNS.be is terminated, DNS.be must send an e-mail to the domain name holders informing them that their domain name is put "out-of-support" and asking them to appoint another registrar within one month. If the domain name holder does not appoint another registrar within one month, the terms & conditions between DNS.be and the domain name holder will be terminated at the end of its term with no possibility of renewal. The domain name holder's domain name will remain "out-of-support" until the later of three months after DNS.be sent the notice-mail to the domain name holder, or two months after the registration was terminated.

While the domain name is "out-of-support" the domain name holder may appoint another registrar who may send a request, including its reasons, to DNS.be to become the new registrar of the domain name holder and restore the registration if terminated.

c) If a domain name holder terminates the agreement with his registrar, he must at the same time designate a new registrar who must inform DNS.be of the proposed change of registrar. After the reception of the transfer request made by the new registrar, DNS.be will inform the domain name holder of the proposed change by e-mail. This e-mail will contain a code which will permit the domain name holder to confirm or to reject the transfer via the website of DNS.be. The domain name holder must bring in his confirmation or rejection via the website of DNS.be within 7 days following the e-mail from DNS.be. If the domain name holder does not respond within 7 days, DNS.be must send a reminder by e-mail to the new registrar informing him that the transfer will only take effect if the domain name holder confirms the change to DNS.be by a duly undersigned fax message within 7 days following the reminder by e-mail. In absence of confirmation within 7 days, the initiated transfer will be cancelled.

d) When a domain name holder wants to transfer a domain name to a third party, the latter must ask his registrar to start the procedure described in item c) of this article with the exception that the domain name holder *and* the third party must confirm the proposed change via the website or fax.

e) The successful execution of the procedures described in items c) and d) of this article means that a new registration period is started for the concerned domain names and implies payment of the original registration fee as specified in article 4 a). No reimbursement of fees paid for the initial registration period shall be made.

7. Privacy policy

a) The domain name holder authorises DNS.be to process personal and other data required to operate the ".be" domain name system. DNS.be shall only use these data within the framework of the management of the .be domain name zone and related services. DNS.be may only transfer these data to third parties if ordered to do so by the public authorities (local or national, judicial or administrative), upon demand of the dispute resolution entity mentioned in article 10 or as provided in paragraph (c) of this article. The domain name holder has the right to access his personal data and to arrange for it to be amended, where errors exist.

b) The domain name holder must keep DNS.be immediately informed through the registrar of any change in name, address, e-mail address, telephone and fax numbers. An omission or delay in informing DNS.be of such changes may result in the termination of the registration.

c) The domain name holder authorises DNS.be to make the following personal data accessible on its web site (through the so called WHOIS-search facility) – along with some other technical data – to guarantee the transparency of the domain name system towards the public:

- name, address and telephone and fax number of domain name holder;
- date of registration and status of the domain name;
- e-mail address of domain name holder;
- language chosen for the dispute resolution set out in article 10.

The domain name holder also authorises DNS.be to transfer these data to third parties within the scope of domain name information or monitoring services.

In exception to the two previous paragraphs, the name, address, telephone and fax number of the domain name holder will not be accessible on the website (through WHOIS search facility) nor be transferred to third parties if the domain name holder is a private person.

Third parties that want to know the personal data of a private domain name holder and that have legitimate reasons for such a disclosure, can send a motivated request to DNS.be. DNS.be will evaluate the invoked legitimacy for the disclosure and take a decision whether or not to communicate the requested data.

8. Representations and warranties

a) The domain name holder represents and warrants that:

1° all statements made during the registration process and the term of the registration are complete and accurate;

2° registering the domain name will not infringe or otherwise violate the rights of a third party;

3° the domain name is not registered for an unlawful purpose;

4° the domain name is not used in violation of any applicable laws or regulations, such as a name that helps to discriminate on the basis of race, language, sex, religion or political view;

5° the domain name is not contrary to public order or morality (e.g. obscene or offensive names);

b) DNS.be is not liable for any damage, including direct or indirect damage, consequential damage and loss of profits, whether in contract, tort (including negligence), or otherwise, resulting from or related to the registration or use of a domain name or to the use of its software or web site, even if DNS.be has been advised of the possibility of such damage, e.g. regarding :

1. registration or renewal (or the default of registration or renewal) of a domain name in favour of a domain name holder or a third party due to an error concerning their identity;

2. termination of DNS.be's authority to register domain names in the ".be" domain;

3. rights that third parties claim to domain names;

4. technical problems or faults;

5. acts or omissions of the registrars regarding the application, registration or renewal of domain names which may result in the non-registration or cancellation of a domain name.

Point 4, however, does not apply when the domain name holder is a consumer.

DNS.be will use its best efforts to provide its services according to the "best practices" standards adopted and approved in national or international context.

The domain name holder must indemnify DNS.be against any claim (and the resulting costs, including attorneys' fees) originating from the use or registration of a domain name that infringes the rights of a third party.

Disputes between DNS.be and the domain name holder must be brought before the courts of Brussels who will have exclusive jurisdiction, and must be governed and interpreted in accordance with the laws of Belgium, unless the consumer has the legal right to bring the dispute before another court or to have it governed in accordance to other law.

9. Change of terms and conditions

c) The rules of the domain name registration procedure are dynamic and subject to change.

d) If DNS.be decides to change its rules, it will make the new rules available to the public by posting them on its web site at least thirty (30) days before the new rules take effect. Each registration procedure will be handled according to the rules in effect on the date the application is complete.

e) As a deviation of the previous rule, DNS.be can modify the technical registration rules of article 2 without the application of the mentioned minimum delay of thirty (30) days. Such modifications will take effect from the moment of their announcement on the website of DNS.be. DNS.be can only make use of this specific procedure as far as those modifications seem justified within the national or international technical context and as far as they are intended to prevent registrations of speculative nature.

f) DNS.be will not personally inform domain name holders, whose domain names have been rejected in the past, that new rules apply, even if the rejected names would be allowed under the new rules.

10. Dispute resolution policy

a) <u>Dispute resolution.</u> The domain name holder must submit the type of disputes set out below to alternative dispute resolution proceedings and accepts in this regard the competence of an accredited Dispute Resolution Entity. The domain name holder accepts that those proceedings must be conducted before one of the accredited Dispute Resolution Entities listed at the web site of DNS.be. The procedure will be conducted in the language chosen by the domain name holder during his application. Every dispute will be governed by the dispute resolution policy applicable when the complaint is filed.

b) <u>Applicable disputes.</u>

1. The domain name holder must submit a dispute to alternative dispute resolution proceedings if a third party (a "Complainant") asserts to the Dispute Resolution Entity, in compliance with the rules of procedure, and proves that :

   (i) the domain name holder's domain name is identical or confusingly similar to a trademark, a trade name, a social name or corporation name, a geographical designation, a name of origin, a designation of source, a personal name or name of a geographical entity in which the Complainant has rights; and

   (ii) the domain name holder has no rights or legitimate interests in the domain name; and

   (iii) the domain name holder's domain name has been registered or is being used in bad faith.

2. The evidence of such in bad faith registration or use of a domain name can inter alia be demonstrated by the following circumstances:

   - circumstances indicating that the domain name was registered or acquired primarily for the purpose of selling, renting, or otherwise transferring the domain name to the Complainant who is the owner of the trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of the geographical entity, or to a competitor of that Complainant, for valuable consideration in excess of the costs directly related to the domain name; or

   - the domain name was registered in order to prevent the owner of a trademark, a trade name, a social name or corporation name, a geographical designation, a name of origin, a designation of source, a personal name or a name of a geographical entity from reflecting this name in a corresponding domain name, provided that the domain name holder has engaged in a pattern of such conduct; or

   - the domain name was registered primarily for the purpose of disrupting the business of a competitor; or

   - the domain name was intentionally used to attract, for commercial gain, Internet users to the domain name holder's web site or other on-line location, by creating a likelihood of confusion with the Complainant's trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of a geographical entity as to the source, sponsorship, affiliation, or endorsement of the domain name holder's web site or location or of a product or service on his web site or location.

   - the domain name holder registers one or more personal names without the existence of a demonstrable link between the domain name holder and the registered domain names.

3. If a complaint is filed, the domain name holder can demonstrate his rights or legitimate interests to the domain name by the following circumstances:

   - prior to any notice of the dispute, the domain name holder used the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services or made demonstrable preparations for such use; or

   - the domain name holder (as an individual, business, or other organization) has been commonly known by the domain name, even if he has acquired no trademark; or

   - the domain name holder is making a legitimate and non-commercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of the geographical entity at issue.

c) <u>Rules of procedure.</u> The rules of procedure of the Dispute Resolution Entity state how to initiate and conduct the proceedings, which delays apply and how to appoint the Third-party Decider that will decide the dispute.
The rules of procedure also determine the fees that the Complainant must pay.

The Dispute Resolution Entity publishes the rules of procedure on its web site.

d) <u>Non-intervention of DNS.be.</u> DNS.be does not, and will not, participate in the administration or conduct of any proceedings before a Third-party Decider. Neither DNS.be, the Dispute Resolution Entity or the Third-party Decider will be liable as a result of any fault made in the dispute resolution process, except for intentional faults.

e) <u>Remedies.</u> The remedies available to a Complainant under any proceedings before the Third-party Decider are limited to requiring the cancellation of the domain name registration or the transfer of the domain name to the Complainant.

f) <u>Notification and publication.</u> The Dispute Resolution Entity must publish all decisions under this dispute resolution policy on the Internet during a reasonable term. DNS.be must also be informed of these decisions. If the domain name holder is involved in other legal procedures concerning his/her domain name, he/she must inform DNS.be of the final decision(s). DNS.be may decide to publish the decisions referred to in the present article.

g) <u>Courts of competent jurisdiction.</u> The submission to the alternative dispute resolution procedures does not prevent either the domain name holder or the Complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before, during or after those proceedings. If a Third-party Decider decides that the domain name registration should be cancelled or transferred, DNS.be will implement that decision 15 days after being informed of the Third-party Decider's decision except if the domain name holder has started the appeal procedure of the dispute resolution in due time If the appeal procedure was started in time, DNS.be will not take further action (whilst leaving the domain name on hold) until the appeal procedure has ended or has been cancelled.

h) <u>Other disputes.</u> All other disputes between the domain name holder and any party other than DNS.be over the domain name registration that are not brought under the alternative dispute resolution procedures must be resolved through any court proceedings, arbitration or other available proceedings.

i) <u>Defences.</u> DNS.be will not participate in any dispute between the domain name holder and any party other than DNS.be over the registration and use of the domain name, neither in the alternative dispute resolution proceedings, nor in any other proceedings. The domain name holder must not name DNS.be as a party or otherwise include it in any such proceedings. If DNS.be is named as a party in any such proceedings, it reserves the right to raise any and all defences deemed appropriate, and to take any other action necessary to defend itself.

j) <u>Domain name on hold.</u> As soon as a request for alternative dispute resolution is properly filed with the Dispute Resolution Entity and the appropriate fee is paid, the Dispute Resolution Entity must inform DNS.be of the identity of the Complainant and the domain name involved. DNS.be must immediately put the domain name involved "on hold", under article 3 of these terms and conditions. The domain name remains on hold until the end of the proceedings set out in paragraph (g).

k)   Costs of dispute resolution. The dispute resolution fee is payable by the Complainant. However, if the Third-party Decider concludes that the domain name registration needs to be struck out or transferred, DNS.be shall repay the total of these costs to the Complainant and reclaim the thus repaid costs from the domain name holder. Upon DNS.be's first request, the domain name holder shall reimburse the repaid amounts. The domain name holder shall not have a right of recourse against DNS.be, the Dispute Resolution Entity, the Third-party Decider or the Complainant for the thus suffered financial loss. The potential financial loss for the domain name holder is the risk that the latter took for the speculative registration of domain names on which third parties have rights.

The repayment provision specified in the previous paragraph does not apply to the appeal procedure of the dispute resolution. The costs of the appeal procedure are payable by the party that instituted this procedure.

The costs mentioned in this article only refer to the administrative costs of the dispute resolution as stipulated in article 10 and do not include any costs or fees for legal advice of the parties.

11.   Severability clause

If one or more clauses of these terms and conditions are found to be invalid, unenforceable or illegal, the other clauses of the terms and conditions will nevertheless remain in full force. DNS.be and the domain name holder also agree to replace the invalid, unenforceable or illegal clause with a valid, enforceable and legal clause preserving the economic aims and maintaining the spirit of the clause so replaced.

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Exhibit 2 – Registration and renewal fees that apply on signing the agreement

1. The fee for the registration of a domain name is € 3.00 (excl. VAT).
   This fee includes the right to use the domain name for a 1 year period after the registration.

2. The renewal fee for the right of use of a domain name is € 3.00 (excl. VAT).

3. The fee for the transfer of domain names by DNS Belgium upon demand of the registrar is € 0.25 (excl. VAT) per domain name with a minimum amount of € 500 (excl. VAT) per requested transaction. This does not concern the transfer of a domain name at the holder's request but the (partial) take-over of a portfolio of domain names among registrars.

4. The fee for the re-activation of a domain name that was put in "QUARANTINE" status is € 10.00 (excl. VAT). Domain names in "QUARANTINE" status can be re-activated during a period of 40 days following their deletion by the registrar that had the domain under his management upon the time of the deletion.

5. The fee to transfer a domain name to another registrar amounts to € 3.00, excl. VAT. This fee is only charged insofar the transfer was successful. After transfer a new registration period of 1 year commences. There is no reimbursement for the remaining part of the original registration period which fell due because of the transfer.

6. The fee for the transfer of a domain name which was in "QUARANTINE" status before the transfer, amounts to € 40.00, excl. VAT. The successful processing of this type of transfer immediately results in the reactivation of the domain name.

7. The turn-over figure that the registrar yearly needs to obtain in order to extend his agreement with DNS Belgium amounts to 250 domain names. Each new registration, each renewal of an existing domain name, each transfer or trade introduced and successfully finalised by the registrar and each re-activation of a domain name will add 1 unit to the actual turn-over figure. In case of a take over of an existing portfolio by the registrar, the equivalent in units of the total number of domain names that were taken over, will be added to the actual turn-over figure.