

domains-domains.net
General Terms & Conditions
Version 10.01

domains-domains.net is an online Worldwide Domain Names Registration and Hosting Services Portal provided by the company Lynter srl.

1. SERVICES:

The following are the terms and conditions for use of www.domains-domains.net services including without limitation: Worldwide Domain Name Registrations, Hosting Services, DNS records management, Domains for sale, web parking, e-mail and any other service which may be offered from time to time by **domains-domains.net**, as well as for use with your **domains-domains.net** account (each above feature individually and collectively referred to as the "Services"). Be informed that network architecture and some technical services for hosting services and DNS Management are provided for **domains-domains.net** by The Planet Inc. and ZoneEdit Inc.

BY CLICKING ON "I AGREE" AND COMPLETING THE REGISTRATION PROCESS OF AN ACCOUNT OR BY SIGNING ORDER FORM OR ANY OTHER SERVICE AGREEMENT, YOU ARE STATING THAT YOU ARE ELIGIBLE FOR A DOMAINS-DOMAINS.NET ACCOUNT, FOR A DOMAINS-DOMAINS.NET SERVICE AND THAT YOU AGREE TO BE BOUND BY ANY AND ALL OF THESE TERMS AND CONDITIONS OF THE SERVICE ("TOS").

In particular, YOU AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO CHECK YOUR COMPLIANCE AND ELIGIBILITY FOR REGISTRATION OF ANY DOMAIN NAME ACCORDING TO ANY SPECIFIC REQUIREMENTS AND/OR RESTRICTIONS OF REGISTRATION.

The Services are offered to you upon your acceptance, without modification, of the terms, conditions and notices contained herein.

2. SUBSCRIBER:

The Subscriber is defined as an individual or an entity who is accessing the Services. Subscribers may not have more than one account. Subscribers cannot share accounts. If a Subscriber has more than one account, **domains-domains.net** reserves the right to aggregate the Subscriber's usage across all of his accounts for purposes of calculating accurate fees and usage charges. When creating an account on **domains-domains.net**, it is sole Subscriber's responsibility to provide true and correct reference details (name, address, email address, telephone and fax numbers).

3. TERM:

The term of Subscriber's subscription is effective as soon as the Subscriber ends the create Account process. **domains-domains.net** shall endeavour to enable Subscriber to commence access to the Services (the "Access Date") as soon as possible. Notwithstanding the foregoing, **domains-domains.net** shall not be responsible or liable for any delay in the Access Date for any reason, including, without limitation, technical equipment failure or delays, telephonic service delays or any other reason, and Subscriber's sole remedy for any such delay shall be to cancel the Services; Subscriber shall not be entitled to any refund whatsoever.

4. FEES:

Upon establishment of an account through submission of the Signup Form, Subscriber shall pay all applicable fees and taxes relating to any of the Services requested by Subscriber. Subscriber shall be responsible for all use of the Services accessed through Subscriber's account and will pay for all usage charges accrued, whether or not they are authorized by the Subscriber. In the event of any unauthorized access to the Subscriber's account, Subscriber must promptly notify **domains-domains.net**. Subscriber will remain responsible for all charges to Subscriber's account until **domains-domains.net** is so notified and has had a reasonable opportunity to cancel access to the account. Any amounts not paid by Subscriber to **domains-domains.net** when due shall bear interest at the rate of 1.5% per month until paid in full and **domains-domains.net** may be forced to suspend any Services until all payments are made. In addition, if any amount is not paid when due Subscriber shall be responsible for **domains-domains.net** cost of collection, including any attorneys' fees and costs.

No refund will be due to the Subscriber for any Domain Name Registration which could be not processed or which do not lead to the completed registration, due to any failure to respect any requirements or provisions applicable to said domain name registration according to the respective Domain Name Policy in force for that .dot extension.

5. DISCLAIMER OF WARRANTIES: LIMITATION OF LIABILITY

A: **domains-domains.net** shall endeavour to provide the Services in accordance with *bona fide* standards of the industry. **domains-domains.net** will make a good faith adjustment to any amount paid or payable by the Subscriber for the use of the Services to the extent of a failure of the Services which renders the Services unusable, except to the extent caused by Subscriber or based upon acts or conditions beyond **domains-domains.net**'s reasonable control, provided that Subscriber reports such problems to **domains-domains.net** immediately upon discovery and requests an adjustment within 7 business days of such failure. Notwithstanding any other provision of a written quotation or these Terms and Conditions, in no event shall **domains-domains.net**'s liability for any reason or any cause of action in connection with this agreement, the Service or otherwise, exceed the most recent yearly payment by Subscriber to **domains-domains.net**.

B: Subscriber acknowledges that **domains-domains.net** has not made any representations or warranty with respect to the quality of the Services or that the Services will be accessible on a continuous basis or that such accessibility will not be limited or interrupted from time to time, and **domains-domains.net** specifically disclaims any such representations, warranty or covenants including, without limitation, the warranty of merchantability or fitness of the Services for a particular purpose. Subscriber acknowledges that **domains-domains.net** shall not be liable or responsible for any consequential damages, lost profits, lost e-mail or other damages of any type or nature, even if **domains-domains.net** has been advised of such damages. Subscriber acknowledges that the sole remedy for any such failure is set forth in the second sentence of paragraph 5A. Hereof Subscriber acknowledges that **domains-domains.net** does not monitor or review any of Subscriber's material (as hereafter defined); however, Subscriber acknowledges that **domains-domains.net** may, upon receipt of a complaint, with respect to any of the Subscriber material or any other reason, prevent Subscriber's material from being accessible through the Services; provided that **domains-domains.net** shall have no obligation to prevent such access and no liability to Subscriber or any third party for preventing such access to or failure to prevent access to such material.

6. SUBSCRIBER MATERIALS: Indemnification Policies

(A) Subscriber represents and warrants that any material which Subscriber places or publish or allows to be placed or published by using any of **domains-domains.net** Services, with or without Subscribers' authority, or on the Internet and/or the Web through **domains-domains.net**'s services, including Subscriber's domain name(s), hostings, e-mail addresses ("Subscriber Material") will not:

- violate the rights of any third party and will not give rise to any claim of such violation;
- violate any international, national, federal, state or local law, rule or regulation of any type of any nature (civil or criminal), including without limitation, laws with respect to obscenity, indecency, harassment, or export controls or
- contain or transmit any software disabling devices or internal controls including, without limitation, time bombs, viruses or the like.

(B) Subscriber shall indemnify and hold **domains-domains.net** and its employees, agents, shareholders, officers, directors and successors and assigns harmless from and against any and all claims, damages, liabilities, costs and expenses (including any attorneys' fees and costs and settlement costs) ("Damages") arising out of any breach by Subscriber of any of the representations, warranties or agreements set forth in the Signup Form or in these Terms and Conditions.

(C) Subscriber agrees to comply with all and any **domains-domains.net**'s policies with respect to the Services, as such policies may be modified from time to time. It will be sole Subscriber's care and duty to check from time to time the updating and/or any modification of **domains-domains.net**'s policies. In any event, Subscriber's is deemed to have carefully read and understood the last and more updated version of any **domains-domains.net**'s policies or terms and conditions which will be the only applicable and to which Subscriber will be bind.

7. TERMINATION:

domains-domains.net may terminate the term and the Subscriber's right to use the Services at any time without cause by sending notice to the Subscriber. *domains-domains.net* may terminate the term and Subscriber's right to use the service immediately without prior notice on a breach of any of these policies and Terms and Conditions by Subscriber. In addition, Subscriber may also terminate this Agreement by giving written notice to *domains-domains.net* and discontinuing use of the Services. Terminations by Subscriber will be effective 60 (sixty) days after the date on which *domains-domains.net* receives notice from the Subscriber and Subscriber will be liable for any fee and charges set forth in the Subscriber selected subscription level through the termination date and any additional usage fees accrued through the termination date. No refunds will be given if the Subscriber cancels the Services, or if *domains-domains.net* cancels the Services due to a breach of these Terms and Conditions, and under no circumstances will any termination of this Agreement result in a refund exceeding the unused portion of any fees paid to *domains-domains.net*.

8. *domains-domains.net* will discard abusive email, mail bombs, email with attachments and will block people, networks and entities from connecting to our network that have been deemed abusive or who reside on networks that fail to monitor for abusive behaviour, including networks with open proxies, viruses, hackers or any other network deemed abusive at *domains-domains.net* sole discretion. Any damages and remedies resulting from our administrative policies are subject to the limitation of liability policy, listed above.

9. CHANGES IN SERVICES, TERMS AND CONDITIONS, FEES

domains-domains.net may modify these Terms and Conditions or Services prices and may discontinue or revise any and all other features of the service in *domains-domains.net*'s sole discretion upon 30 (thirty) days notice. Subscriber shall be deemed to have accepted any such changes or modifications by continuing to use the Services after the end of such thirty days period.

10. MISCELLANEOUS

(A) For *domains-domains.net* (Lynter srl), these Terms and Conditions shall be governed and construed under the laws of Italy. Any dispute arising out of the these Terms and Conditions or any Services provided by *domains-domains.net* shall be settle before the Italian Court located in Florence, Italy. Subscriber consents to the jurisdiction of such courts over Subscriber. All notices given by Subscriber shall be in writing and addressed to: Domains-Domains.net – Lynter srl, Via Masaccio, 89 - Florence, ITALY, by Fax to + 39 055 2268193. All notices to Subscriber shall be given either in writing, via email or via fax according to the reference details indicated on the Subscriber Signup Form.

(B) For The Planet Inc. and ZoneEdit Inc. these Terms and Conditions shall be governed and construed under the laws of their respective states.

(C) Subscriber acknowledges and agrees that Subscriber will permit *domains-domains.net* to use its name and trademarks for promotional and advertising purposes, provided that such use accurately reflects the relationship of the parties.

By signing up for services, Subscriber has agreed to these Terms and Conditions. These Terms and Conditions represent the parties entire agreement and understanding, supersede any previous oral or written agreement and may only be modified pursuant to a written agreement or as permitted by paragraph 9 hereof.