# GENERAL CONDITIONS OF THE ONLINE BRAND PROTECTION SERVICE

(version 12.02.2025)

These General Conditions of the Online Brand Protection Service (hereinafter referred to also as the "**General Conditions**" or "**Agreement**"), together with the documents indicated below, regulate the provision of Online Brand Protection Services (hereinafter referred to also as the "**Services**") offered by Register S.p.A., with registered office in Florence (FI), Viale della Giovine Italia no. 17, Tax Code and VAT no. 04628270482 (hereinafter referred to also as "**Register**" or "**Company**") to the customer (hereinafter referred to also as the "**Customer**").

Register and the Customer are referred to hereinafter jointly as the "**Parties**", with each being referred to individually as the "**Party**".

**A) Contractual Documents**

The following documents form an integral and substantive part of these "General Conditions of the Online Brand Protection Service":

- Annex 1. Conditions of use of the Online Brand Protection (OBP) Control Panel;
- Annex 2. Rules and procedures for Domain Name Registration (DNR);
- Annex 3. Particular conditions of Service: Trademark Clearinghouse (TMCH);
- Annex 4. Particular conditions of Service: Domains Protected Markets List (DPML) Block Service Order;
- Annex 5. Particular conditions of Service: DPML PLUS Block Service Order;
- Annex 6. Particular conditions of Service: Secure Sockets Layer (SSL) Management;
- Annex 7 particular conditions of service: Global Block
- Privacy Policy of Register S.p.A. published at https://www.register.it/company/legal/informativaprivacy/?lang=en;
- Data Processing Agreement published at https://www.register.it/company/legal/?lang=en; - Proposal, brought to the attention of the Customer.

**B) Effectiveness of the Contractual Documents**

These General Conditions of Online Brand Protection, together with the Contractual Documents listed above, represent the sole and exclusive source of regulation of the relationship between Register and the Customer; therefore, the Customer expressly waives the application of its own general and/or particular terms and conditions, which shall be deemed ineffective between the Parties, unless expressly accepted in advance in writing by Register. For all matters not expressly envisaged in these General Conditions of Online Brand Protection, reference shall be made to the provisions of the individual Annexes, insofar as they are compatible.

**C) Definitions**

Unless otherwise defined in this Agreement, terms, both singular and plural, beginning with a capital letter shall have the following meanings:

"**Admin-c**": the Administrative Contact of a Domain Name;

"**Update of contact details**": a modification operation requested by the Customer, which involves modifying the contact information of a Domain Name on WHOIS;

"**Annexes**": the documents indicated under letter A), as well as any other documents and communications sent by Register to the Customer regarding the provision of the Services requested by the Customer.

"**Assignee or owner or Registrant**": the name and contact details used for the registration of a Domain Name;

"**Brand Audit / Domain Name Audit**": the automated and/or manual verification, if possible, of the availability of the Customer-requested Domain Names in the databases maintained by the Registration Authorities, and/or verification of the owner and/or the Registrar;

"**Change of owner**": the procedure for the transfer of ownership of a Domain Name from the original Registrant to another;

"**ccTLD**": the "country code Top Level Domain", that is, the first level national Domain Names, such as, for example, ".it", ".de", ".fr", etc.;

"**Customer**": natural or legal person, an entity that purchases services from Register, also on behalf of third parties;

"**Consideration for the Service or Fee(s)**": the consideration owed to Register by the Customer pursuant to the

Agreement for the Domain Name Fees specified in Article 7 below (entitled "Consideration for the Service and Method of Payment") or subsequently communicated pursuant to Article 2.2;
"**Domain Name Management**": the Contractual Domain Name maintenance activity performed by Register in its capacity as provider/maintainer of a Domain Name;
"**gTLD**": the "generic Top Level Domain", that is, the generic first level Domain Names, such as ".com", ".org", ".net" and the others defined as such over time, in accordance with ICANN rules;
"**Privacy Policy**": the Privacy Policy of Register S.p.A. published on the page https://www.register.it/company/legal/informativa-privacy/?lang=en;
"**Domain Name**": the second level domain, that is, the alphanumeric address (placed to the left of a TLD) associated with an IP number that permits identification on the Internet of a given computer;
"**Proposal**": the description of the economic conditions of Online Brand Protection Services offered by Register to the Customer, as specified in the specific Annex to the Agreement or communicated to the Customer by Register via email - to be understood as an integral and substantive part of this Agreement;
"**RA or Registration Authority or Authority**": the organisation that manages and assigns Domain Names with reference to a given TLD;
"**Recovery through Acquisition**": the service for the recovery of Domain Names, indicated by the Customer but assigned to third parties at the time of the request, through acquisition of the associated right of use;
"**Registrar**": a subject accredited for the management of operations on the Domain Names of a given extension at the relevant Registration Authority;
"**Domain Name Registration**": the activities necessary for the registration of a Domain Name that Register performs on behalf of the Customer in connection with the Contractual Domain Names;
"**Rules of use of the Control Panel (CP)":** the rules of use of Register's Control Panel, as described in the relevant Annex;
"**RA rules**": the policies and procedures relative to the individual extensions of interest to the Customer, available at the following link: https://www.register.it/company/legal/policy-tld-e-gtld/?lang=en;
"**Renewal**": the renewal of a previous Domain Name Registration to maintain the assignment of the Domain Name to the Registrant;
"**RAN**": the Register of Assigned Names, that is, the database of Domain Names registered under the various TLDs managed by the competent RA;
"**Services**": the Services provided by Register to the Customer under this Agreement or the economic and contractual conditions from time to time accepted by that Customer;
"**OBP Services**": one or more services of the Online Brand Protection line offered to the Customer by Register and specified in the Proposal;
"**Local Service**": means the provision by Register of a local contact (Registrant, admin-c, or surface mail address) to the Customer to allow the latter to register Domain Names in certain geographic areas when such local contact is requested by the relevant Authority.
"**Administrative Recovery Service**": the service for reassigning Domain Names indicated by the Customer using dispute procedures at the relevant RA, or out-of-court settlements;
"**Domain Name Fee(s)**": the consideration requested by Register to provide the Online Brand Protection Service in relation to a Domain Name under a given TLD;
"**TLD**": a Top Level Domain, including a ccTLD, gTLD, and newTLD;
"**Transfer registrar**": the change of the maintainer/registrar from another provider to Register;
"**Transfer out**": the operation of transferring a Domain Name from Register to another supplier. The time and activities necessary to complete the transfer may vary depending on the TLD and based on the specific situations of the Domain Names being transferred. The economic conditions of the transfer out are specified in this Agreement unless otherwise communicated by Register to the given Customer.
"**Whois**": a database in which the information relating to Domain Name owners is collected.

**Article 1 - Object**

1.1 The object of these General Conditions is the provision of one or more OBP Services at the conditions envisaged below, in the Annexes and in the pertinent Proposal in favour of the Customer or the Owner (the subject who owns the Service, if the latter is not the same as the Customer, who declares, in the latter case, that they have received an express mandate to such effect from the Owner). It is expressly understood, therefore, that Register's "General Conditions of Service" shall not apply to all OBP Services, but that these General Conditions of Online Brand Protection Service shall prevail, unless otherwise agreed. It is also understood that, in the event of a conflict between the provisions of these General Conditions of Online Brand Protection Service and the provisions of the individual Annexes, the latter shall prevail.

1.2 The OBP Services include 1 (one) year of maintenance (related to the registration of the Domain Name, while the duration of the service may vary for other operations depending on the extension or as envisaged by the competent Authority), in addition to the support of a strategic Consultant for the protection of the brand online and a dedicated Assistant for technical, administrative, and commercial support activities.

1.3 The Customer acknowledges that the Domain Name Management service of the OBP line of Services provides for, upon request by the Customer, the provision of one or more of the following Services, each at the price specified in the Proposal:

- registration of Domain Names at the relevant competent Authorities;
- requesting the Change of Maintainer or Transfer Registrar (transfer-in) of the Domain Names;
- requesting Change of Owner/Assignee of the Domain Names;
- requesting the change of Information, other than Change of Owner;
- requesting renewal of Domain Names at the relevant Authorities for the price specified in the Proposal;
- where requested by the Customer, the provision of local presence, admin-c and further additional services requested by the individual Registration Authorities for the registration of Domain Names.

1.4 In addition to the Services referred to in the Proposal, the OBP Services may relate to additional Services, which may be indicated in the Proposal or subsequently communicated to the Customer. Should the Customer request activities and/or guidance, which are different and in addition to those indicated in the Services referred to in article 1.2, the Customer must make a specific written request to Register, which may accept or reject this request; in the event it is accepted, the Parties shall process a new order relating to the additional service, which shall be governed by the provision of this Agreement.

1.5 The following additional services (hereinafter referred to as "**Additional Services**"), provided free-of-charge, are associated with the Domain Name Management Service: a) use and configuration of the DNS of Register; b) advanced DNS management according to the methods envisaged on the site: Register specifies that in the latter case the configurations require expert user knowledge and must be set with full awareness; the Customer hereby relieves Register from any liability in this regard; c) web space and associated traffic limit as indicated by the public offer of the site www.register.it. Register reserves the right, at its own incontestable discretion, to limit the granting of additional disc space, should this conflict with security requirements and/or with the company's service policy; d) option to configure sub-domains; e) web redirect: option to direct the Customer's Domain Name to a web space chosen by them; f) email forwarding: option to forward all emails of the Customer's Domain Name to an external email address; g) electronic mailboxes, as indicated in the public offer on the Register site (the Customer confirms they are aware that if the standard settings are changed, that is, on Register's mail server, of the MX and POP 3 record, use of the Mail Service shall be blocked); h) Web Mail Service on Register's website to look through emails via the browser (the Customer acknowledges and accepts that the Web Mail Service may contain advertising banners of Register or of other advertisers); i) one year of maintenance of the Domain Name.

1.6 In regard to the Additional Services envisaged in article 1.5 above, the Customer is informed that if they decide, now or during the course of execution of the Agreement, to use authoritative DNS servers other than those of Register for the Domain Name, the Customer shall not be able to use the Additional Services. Additionally, regarding these Additional Services, the Customer also acknowledges that if they use the authoritative DNS of Register, in the event they switch to another Registrar/Maintainer, Register shall immediately deactivate its DNS upon receiving notification of the transfer out from the relevant Authority. Thus, Register is exempt from any liability if the Customer's new DNS servers, upon deactivation of the DNS of Register, are not properly configured or if certain providers that offer connectivity services do not promptly update their own.

1.7 For .com, .net, .org and .info Domain Names, the Customer shall be given the option to request Domain Lock status, by ordering the corresponding service. The Domain Lock status forbids any modification of the Domain Name (including, but not limited to: change of ownership, update of contact details, transfer registrar and/or deletion of the Domain Name at the Registration Authority) but allows for its renewal. The Domain Lock status may be requested by Register directly to VeriSign, the Registration Authority. The Domain Name for which the Domain Lock status is requested shall remain in this status for as long as it is active unless the Customer requests the removal of the Domain Lock status. The Customer may request that VeriSign remove the Domain Lock, by sending their request to their Account Manager and confirming removal of the domain lock. The Customer accepts that, once the Domain Lock status has been removed, the Domain Name shall switch back to its previous status and that, consequently, modification, transfer registrar and deletion will be possible. The Customer accepts that the Domain Lock Service is not subject to any kind of reimbursement, even in the case the Domain Lock is removed.

1.8 With particular reference to the launch of new TLDs, the Customer undertakes to comply with the following requirements to allow Register to process orders relating to the Services of interest to the Customer within the timescales indicated by the respective RAs:

(i) the conditions of the individual Services offered by Register shall be accepted promptly by the Customer, within a term not exceeding 24 (twenty-four) hours from dispatch by Register. These conditions shall be brought to the attention of the Customer in written form and, at the same time, the Customer shall be informed of the method of acceptance;
(ii) with reference to the Services available for a limited period (for example: Sunrise Period, Landrush Period, Early Access Period, Pre-registration, etc.), the Customer undertakes to send order confirmation at least 72 (seventy-two) hours prior to the final deadline indicated by the respective Registration Authorities. This deadline shall be communicated to the Customer via email or by means of instruction on the website of Register. Within the same deadline, the Customer shall also undertake to send all documentation and information necessary to proceed with the order. If these deadlines are not met by the Customer, Register will not be able to guarantee the successful outcome of the operation requested, excluding all liability on the part of Register. It is also expressly understood that, if the Customer does not fulfil the obligations imposed upon them within the timeframe necessary to allow Register to perform the services covered by the Agreement - without justified cause - the Customer must pay Register the full Consideration for the Services as per this article 1.8
1.9 Register shall endeavour to act in compliance with the deadlines communicated to the Customer, it being expressly understood between the Parties that they are to be considered as estimates and cannot be regarded as an essential element of the Service.

**Article 2 - Extension of Contractual Domain Names**
2.1 "**Contractual Domain Names**" means the Domain Names managed by the Online Brand Protection team of Register and which are already present in the Customer's OBP portfolio at the date these General Conditions of the Online Brand Protection Service are signed, or, alternatively, the Domain Names requested by that Customer via email from Register, and accepted by the latter, according to the terms and methods indicated in the Proposal.
During the term of the Agreement, the Customer may ask Register to add additional Services among those available or present in the Proposal or subsequently communicated to the Customer, by sending the relative request by email to Register and indicating the specifications of the requested Service.
2.2 Upon receipt of the request mentioned in the preceding article 2.1, Register shall proceed to process this request, notwithstanding Register's right to make adjustments to the Proposal, which will be promptly sent to the Customer by email. The Customer shall notify Register of their acceptance or refusal of the new Consideration within the term indicated in the email. If the Customer does not inform Register of their refusal of this new Consideration within the term indicated in the communication sent by Register, the new Fee(s) shall be considered as accepted and shall be consequently applicable to subsequent orders. If the Customer notifies Register of their refusal of the new Fee(s) within the term indicated in the email sent by Register, the Customer accepts that Register shall not renew the Domain Names subject to the change in Fee(s). The Customer therefore undertakes to transfer these Domain Names to another provider within 60 (sixty) days before their expiry date, with the Customer being solely responsible for such timely transfer and for any losses, damages or claims that may arise from failure to renew the Domain Names. Register shall not be held liable in any way.

**Article 3 - Customer Obligations**
3.1 The Customer hereby declares and warrants timely and proper fulfilment of their obligations under this Agreement, as well as of any other activities necessary to allow Register to correctly perform OBP Services. It is expressly understood between the Parties that, if the Customer - following Register's acceptance of the order - does not express their intention to withdraw from the order within and no later than the following 14 (fourteen) days, the Customer must pay Register the full Consideration for the Services purchased. It is also expressly understood that, if the Customer does not fulfil the obligations imposed upon them and necessary to allow Register to perform the services covered by the Agreement - without justified cause - the Customer must pay Register the full Consideration for the Services purchased, as indicated in the Proposal.
3.2 With regard to all Domain Name extensions, the Customer acknowledges and agrees that they must comply with the terms and conditions, standards, policies, procedures, and practices set forth by the relevant RAs and displayed on their websites, available at the following link: http://www.iana.org/domains/root/db and/or on the websites of the respective Authorities. More specifically:
a) the Customer hereby declares and warrants that they shall comply with all the regulations set forth by the competent RAs and sign and provide all documents, forms and agreements which may be required of them by the competent RAs;
b) the Customer hereby declares and warrants that the data and information communicated to Register for the registration of the Domain Names is correct, current and true; notwithstanding the above, the Customer expressly authorises Register, exempting it from any liability in this regard, to enter, in the name and on behalf of the Customer, following the relative procedure, the data and information required by the competent Authorities for registration, transfer of Domain Names and change of details. The Customer is aware and acknowledges that, in the case of errors in supplying said data and information, the competent Authority may proceed, at its sole discretion, to not register or to delete the Domain Name. The Customer is aware and acknowledges that certain Authorities request that the Registrars store in

their own servers the log files necessary for identifying the operations carried out by the Customer and that such data may be transferred to the Authorities upon their request for auditing activities which fall under their responsibility;

c) the Customer hereby declares and warrants that they shall keep the data relative to the assignee of the Domain Name updated, communicating all changes to Register in a timely manner. Register has the right to request confirmation at any time of the data communicated during the registration phase. If the Customer does not respond within 15 (fifteen) days, Register shall have the right to suspend provision of the Service and to cancel the Domain Name. Without prejudice to the foregoing, if the data is not updated, the Customer shall be liable to Register and any third parties for any claim arising as a result and shall indemnify Register for any expense incurred;

d) the Customer hereby acknowledges and accepts that reserved Domain Names exist, including geographical Domain Names and those reserved for Public Authorities, and as such, these cannot be assigned. Illegal Domain Names cannot be assigned either. In the case of such requests, the Customer therefore acknowledges and accepts that the competent Authority shall proceed with the non-assignment or deletion of these Domain Names, exempting Register from any liability in this regard, it being expressly understood between the Parties that, in the latter case, Register will not reimburse the Customer for the sums paid by the latter for the registration of such Domain Names;

e) the Customer is aware and accepts that if, at the time of registration, transfer registrar, or more generally while maintaining one of the Services provided by Register, they use their own DNS instead of the DNS of Register, the configuration of the DNS shall be under their own care, burden, and responsibility and that in the event of misconfiguration, the Authority may proceed to suspend and/or delete the Domain Name. The Customer remains solely responsible for said suspension and/or deletion of the Domain Name and for any direct and indirect consequences which may arise;

f) the Customer hereby declares and warrants that the Orders shall not violate the rights of third parties and shall pertain to Domain Names for which the Customer holds all rights;

g) the Registrant has rights and obligations which have been established by ICANN, available at the following URL: https://www.icann.org/resources/pages/benefits-2013-09-16-en.

3.3 The Customer is aware that, in relation to specific Domain Names, the relevant RA Rules can reserve the registration of the Domain Name only and exclusively in favour of parties which have a permanent local representative established in the forms required by the legislation of the jurisdiction where the competent RA has its registered office. In these cases, the Customer is obliged to supply Register with all the information relative to their own organisation, with precise indication of any secondary branches and/or local representatives authorised to perform the registration.

3.4 The rules and procedures necessary for using the Services are those established by the respective competent Authorities. The Customer undertakes to learn (and communicate to the assignee of the Domain Name) and respect the regulations and the rules of the various Authorities. The Customer is aware that the Service may be suspended, cancelled, or transferred if ICANN requests the correction of errors encountered in the registration of the Domain Name or with a view to resolving disputes regarding the registered Domain Name. Moreover Register informs the Customer that, for the purpose of registration, ICANN has requested that the Registrars make an Escrow deposit of a copy of the data necessary for registering a Domain Name falling under the remit of ICANN, with the company Denic Services GmbH & Co. KG. The Customer therefore acknowledges and accepts, exempting Register from any liability in this regard, that Register shall proceed with the Escrow deposit of a copy of the aforesaid data with the aforementioned company.

3.5 The Customer accepts that in the case they decide to use the Local Service, this Service may consist of, but is not limited to, the provision of a local admin-c and/or a local Registrant for the Domain Name, depending on the chosen extension. The Customer accepts that the local Admin-c and/or the local Registrant shall appear in the Whois databases and shall have the corresponding prerogatives as established by the Authorities. Register selects the local presences offered to the Customer in compliance with the RA registration rules. In any case, the Customer acknowledges that Register is not responsible for the activities carried out by the aforementioned local presences and that it shall not proceed to offer the Local Service if the Domain Name is maintained by third parties other than Register. Therefore, should the Customer intend to transfer the Domain Name to another Registrar/Maintainer, they shall undertake to supply Register with the details relating to the new local contact (or local owner or local Admin-c). Under no circumstance may Register be held responsible if it does not give its consent for the transfer to another Registrar/Maintainer if the Customer has not provided the new local details to Register beforehand.

3.6 The Customer acknowledges and accepts that, should the Authority launch new Domain Name extensions, the relevant rules established for said new extensions and the price list set by Register at the moment of the launch shall apply. 3.7 The Customer acknowledges and accepts that for some TLDs, Register may proceed to registration with the competent Authority by means of another accredited Registrar. In this case, the Customer hereby accepts that Register shall transfer the Customer's data to said accredited Registrar for the sole purpose of providing the Service and shall undertake to accept the conditions of service of said accredited Registrar.

3.8 The Customer acknowledges and accepts that in the procedure for changing Registrar/Maintainer which allows the transfer of Domain Name management from a Registrar/Maintainer to Register, the Domain Name must be transferable according to the conditions imposed by the outgoing Registrar and/or the competent Authorities and displayed on the websites of said Authorities.

3.9 The Customer accepts and acknowledges that their personal data shall be transmitted to the Authorities and/or thirdparty suppliers of which Register will avail itself for the provision of the Service and this shall appear, with their consent, on public Whois databases of the Authorities relative to the Domain Name. In the case the Customer acts on behalf of third parties or end customers, they declare to comply with all applicable laws and regulations, with particular reference to the legislation on the protection of personal data. The Customer assumes all responsibility in this regard, releasing Register and ensuring that it is unharmed by any possible prejudice, damages, actions, requests and claims that may be brought against Register as a consequence of the Customer's breach of the laws applicable at any given time.

3.10 In particular, the Customer undertakes to gather the consent from the interested parties before communicating their personal data to Register, as well as to the Authorities, registrars, or other parties to whom the communication is necessary for the purpose of providing the Service, and to provide documentary evidence of such consent upon request of Register. This consent must also be gathered from the parties to whom the data of local owners or local admin-c refer and must be gathered at the same time or after the Privacy Policy in the Annex to this Agreement has been issued to the interested parties.

**Article 4 - Obligations of Register**

4.1 Register undertakes to provide the OBP Services requested by the Customer in compliance with this Agreement and the relevant Annexes, as well as the additional Services referred to in Article 1 of the Agreement, if purchased by the Customer.

4.2 In relation to each Contractual Domain Name for which Register offers registration and maintenance Services, Register undertakes to perform the following activities in favour of the Customer:

- performance of all activities connected with the registration of the Contractual Domain Names based on the regulations of the various competent RAs;
- control of the availability of the Domains Names for which registration has been requested.
- guarantee to have the right to provide the Service relating to the Contractual Domain Names, except in the case in which – due to the introduction of new RA Rules or different norms introduced in relation to any TLD – the conditions for maintaining this right change to the detriment of Register. In this case, Register may withdraw from this Agreement by serving notice to the Customer via registered mail with return receipt or via certified email with a notice of 15 (fifteen) days.

4.3 It is expressly understood between the Parties that any additional services connected with the administration and management of Domain Names not expressly indicated in this Agreement are not included as part of the obligations of Register, unless otherwise agreed between Register and the Customer.

4.4 Notwithstanding the above and the provisions of article 17.6 below, if this Agreement is renewed relative to the individual Services pursuant to Article 9 below, Register undertakes to perform all operations necessary for Renewal of the Contractual Domain Names for which it has not received a proper notice of deletion at least 90 (ninety) days before the expiry date, as indicated in Article 9 of this Agreement. The Considerations for Renewal of the Domain Names shall be established in the Proposal.

**Article 5 - Limitations of Liability of Register**

5.1 Register undertakes to use the best technology it knows of and the best resources at its disposal to provide the Services offered to the Customer. Notwithstanding the above, the Customer acknowledges and accepts that Register cannot be held liable in any case for failure to register a Domain Name due to breach by the Customer of their obligations under this Agreement. In particular, the Customer acknowledges and accepts that Register cannot be held liable in any case for failure to register, transfer registrar, renew or change owner of a Domain Name resulting from the Customer's failure or inability to comply with the requirements imposed by the registration rules or other rules of the Registration Authority, or due to the Customer's failure to reply to requests by Register relating to documents or procedures to be followed.

5.2 The Customer acknowledges and accepts that Register, as Registrar or provider of the Domain Name, or technical provider (by way of example, DNS server, hosting, email, etc.), reserves the right to take the necessary actions to comply with its obligations and/or to protect their interests and platforms, such as, but not limited to, suspend, delete, lock, etc., the Domain Names and/or the relevant services.

5.3 Notwithstanding the provisions of article 16 on the matter of Force Majeure, the Customer acknowledges and accepts that Register cannot be held liable in any case if one or more Domain Names are registered late or not at all or if Services are not performed due to events beyond the reasonable control of Register including, but not limited to: (i) events of Force Majeure; (ii) events depending on the acts of third parties, such as, but not limited to, the interruption or malfunction of the services of telecommunications operators and/or electric power lines or acts or omissions or even temporary

unavailability of the competent Registration Authorities, as well as requests by them that involve disproportionate charges towards Register compared to the activity envisaged in this Agreement, such as, but not limited to, the opening of offices abroad; (iii) malfunction of the terminals or other systems of communication used by the Customer.
5.4 The Customer acknowledges and accepts that Register shall carry out the audit on databases of the competent Registration Authorities, and cannot be held responsible for inaccuracies, incompleteness and/or untruthfulness of the data stored in the aforesaid databases.
5.5 In the event of transfer of the Domain Name from another Registrar (referred to as the losing Registrar) to Register, Register cannot be held liable if the losing Registrar proceeds to remove and/or modify the DNS of the Domain Name subject to transfer before all transfer operations and correct DNS propagation operations have been concluded.
5.6 Notwithstanding the above, within the limits imposed by or deriving from mandatory provisions of law, Register does not assume any liability towards the Customer or third parties for damage or prejudice suffered by them (including, merely by way of example and not limited to, any consequential damage or loss of profit, loss of business, reduction in value, or losses of a similar nature, loss of assets/value or loss of Domain Names, loss of contracts or loss of use, loss or corruption of data and information, damage to hardware, software or databases, or any type of special, indirect or consequential damage or economic loss tout court) caused by or related to the provision of the Services or the fulfilment of this Agreement, except in cases of wilful misconduct or gross negligence directly attributable to Register. Notwithstanding cases of wilful misconduct or gross negligence on the part of Register or its employees, Register's contractual liability shall be limited to foreseeable damages directly attributable to Register and arising from breaches of this Agreement or negligence, and shall in no way exceed the Consideration paid by the Customer in the 12 (twelve) months for the Services affected by the damaging event. Moreover, should Register's action or omission have caused, as understood by this provision, more than one event to the detriment of the Customer, all the events caused by a single action or omission by Register shall be considered as a single event. It is expressly understood that the limitation of liability envisaged in this article 5.6 does not apply to Customers who qualify as “Consumers”, i.e. natural persons who purchase or use the Services for purposes unrelated to any entrepreneurial, artisan, commercial or professional activity carried out.

**Article 6 - Use of the Services and Customer Liability**
6.1 The Customer undertakes to use the Services purchased with the utmost diligence and in such a way as not to compromise their stability, security and quality.
6.2 The Customer undertakes to not use the Services for illegal purposes and to not violate any applicable national, EU and international norms or regulations in any way. In particular, the Customer undertakes not to introduce, and not to have third parties introduce, links to content that is (i) harmful (merely by way of example and without limitation, malware, viruses, potentially harmful software, etc.); (ii) in any way breaching, or even potentially damaging, privacy, copyright and intellectual and industrial property rights, or content that is defamatory, pornographic, blasphemous or offensive, which incites racial hatred, or may in any other way damage or invalidate Register's activity or damage or jeopardise the image of third parties or Register; (iii) containing advertising, promotional material, or spam that is not requested or not authorised. The Customer also undertakes not to commit acts of computer crime through their Internet access.
6.3 The Customer warrants that they shall not engage in spamming – that is, the transmission via email of unauthorised communications that are not requested and/or not demanded by the recipients. Register specifies that it shall consider the Customer liable even if the illegal spamming activity is carried out through email addresses other than the ones acquired from Register and even indirectly involves a Register Service or directly involves the technical structure of Register.
6.4 Register reserves the right to suspend the Service immediately if, in its final opinion or upon report by others, the following conditions occur: (i) the Customer substantially or repeatedly breaches this Agreement or its Annexes, or uses the Services for unlawful purposes; (ii) Register is obliged to take such action to comply with a rule of law or an order of the Authority; (iii) Register reasonably and justifiably believes that the Customer's conduct results in damage or liability to another Customer, a third party or Register itself; (iv) the Customer introduces blatantly unlawful content through the Services. In this case, the Customer, upon being informed by Register even via email, must immediately eliminate the causes for the complaint or supply adequate documentation proving their full compliance with the applicable norms governing their activity. If a prompt reply is not received, Register shall have the right to rescind the Agreement immediately, without prejudice to its right to full payment of the Consideration and the right of Register to take action for full indemnification of the damages that it might have sustained.
6.5 The Customer acknowledges they are solely and exclusively responsible for the activities performed through the Service either directly or indirectly attributable to them, and in particular that they are responsible for the content and communications that are entered, published, distributed, and transmitted on or through the Services. Therefore, Register cannot be considered liable in any way for illegal, criminal, civil, and administrative wrongdoing committed by the Customer through the Service. The Customer undertakes to fully indemnify and, in any event, hold Register harmless against any action, motion, claim, cost, or expense, including reasonable legal fees, that it might sustain due to failure by the Customer to respect the obligations assumed and the warranties offered upon acceptance of this Agreement and, in any case, connected with the use of the Services by the Customer.

**Article 7 - Consideration for the Service and Method of Payment**

7.1 Unless otherwise indicated by Register to the Customer, the Considerations for OBP Services refer to a period of 1 (one) year and are expressed in Euro and include VAT (applicable according to local legislation). Notwithstanding the above, some Services will be provided in a "one-shot" interaction without establishment of a lasting relationship.

7.2 The Proposal is valid for 30 (thirty) days as from the day in which it is sent.

7.3 The Customer undertakes to pay Register the Consideration for the OBP Services indicated in the Proposal or, in the event of any changes to the price list of Register, the prices later communicated by Register by email.

7.4 The Considerations for the registration of a Domain Name (or for other services envisaged in this Agreement, except where otherwise indicated) shall be due when the request for registration is successful. A request for registration of a Domain Name is understood as successful when sent by Register to the competent RA and accepted by the latter (to this end, it is expressly understood that Register's electronic records shall constitute evidence). Should the registration be unsuccessful, Register shall offer the Customer the chance to (i) exchange any amount already paid for the abovementioned Service, charging the same price either for other operations included among the Services offered in compliance with this Agreement that are of an equal value, or as a deposit against more expensive operations; (ii) receive a

reimbursement for the amount paid by the Customer for the unsuccessful operation. As an exception to the foregoing, it is expressly understood that if the registration of a Domain Name is not finalised for any reason attributable to the Customer, the latter shall be required to pay the Consideration in full.

7.5 The Customer undertakes to fully comply with the Consideration payment conditions and to pay Register the amounts due within the established deadlines using the form of payment authorised by Register. In the case of a late payment or failure to pay, Register shall send the Customer a notice, via email and/or via registered mail with return receipt or via certified email, inviting the Customer to comply within the indicated period.

7.6 Should the Customer fail to pay the Consideration within the indicated period, Register reserves the right to suspend and/or lock and/or not renew the Domain Names and/or the Services until the Customer fulfils their obligations. The Customer remains solely responsible for the suspension and/or lock and/or non-renewal of the unpaid Domain Names and/or connected Services and for all direct and indirect consequences which may arise. The Customer accepts that no compensation shall be provided in such a case. Register also reserves the right to take all necessary action for full payment of the amounts due and for indemnification of the damages that it might have suffered and for all extra costs Register might have sustained.

7.7 If the Consideration is paid late, interest on arrears pursuant to Legislative Decree 231/2002 shall be due without the need for a notice of default.

7.8 Register cannot be held responsible for damages to goods or services resulting from the late payment or the failure to pay by the Customer. It is the Customer's responsibility to ensure that all invoice details communicated to Register are up-to-date at all times and, more generally, that any payment of Services governed by this Agreement are successful and are properly credited to Register, supplying them with the relevant evidence at the address crediti@register.it.

7.9 In the case of transfer-out, the Customer undertakes to pay Register an amount equal to 20 (twenty) euro for each Domain Name involved in the operation, as the cost of Register's support activity for the transfer of the domain. Without prejudice to the above, if the Customer requests the transfer-out of a Domain Name for which Register has already paid for the renewal to the Registration Authority in compliance with the deadline referred to in Article 9, the Customer must pay Register, in addition to the amount indicated above, the cost envisaged for the annual renewal of the Domain Name.

**Article 8 - Recovery through Acquisition on behalf of the Customer, Administrative Recovery, Domain Evaluation, Backorder**

8.1 If requested by the Customer, Register shall manage the procedure for the Recovery through Acquisition (abbreviated as "RTA" and also known as the "Domain Negotiation" service) for the Domain Names indicated by the Customer in accordance with the methods referred to in Article 2 above. In any case, Register reserves the right to accept or refuse to perform the service requested by the Customer.

8.2 The procedure consists in supplying the following services:

a) Domain Name Appraisal, as specified in article 8.13 below.
b) verification of the willingness of the current owner of the Domain Names requested by the Customer to a possible transfer of the relative right of use in favour of Register;
c) commencement of negotiations and consequent negotiation of the price for the consequent transfer to Register;
d) subsequent transfer of the Domain Name from Register to the Customer and, if the negotiation is successful, assistance with the transfer procedure before the competent Authorities.

The Customer is aware that the negotiations undertaken by Register for the recovery of the Domain Name shall be carried out in the name of Register. Therefore, said negotiations shall be covered by confidentiality and may not be disclosed.

8.3 Register will commence negotiations for the recovery of the Domain Name following payment by the Customer of a set-up fee as indicated in the Proposal. Register shall invoice this amount to the Customer upon receiving their order, regardless of the outcome of the negotiation and therefore the said amount shall not be

refundable to the Customer under any circumstances. In the initial phase, the Customer shall inform Register of the maximum budget within which they intend to confirm the purchase.

8.4 Once the price has been negotiated on the basis of the information initially provided by the Customer, Register shall send the Customer, via email, a notice requesting confirmation of the latter's intention to acquire the Domain Names, indicating the prices negotiated with the owner of the Domain Names, any fees for financial intermediation, the consideration due to Register for the execution of the Recovery through Acquisition Service and the cost for the transfer of the domains to the Customer, through the competent Authority. The consideration due to Register for the execution of the Recovery through Acquisition Service and the cost for the transfer of the Domain Name through the competent Authority are indicated in the Proposal or communicated to the Customer via email.

8.5 The Customer undertakes to send Register confirmation of the purchase request by e-mail within 15 (fifteen) days or by the different deadline specifically indicated in Register's communication. The Customer is aware that Register will proceed with completion of the purchase transaction only after receipt of payment for all amounts that have been summarised via email, unless otherwise agreed. Register shall proceed to purchase the Domain Name in the name of the Customer and shall pay the relevant consideration directly to the owner of the Domain Name.

8.6 Notwithstanding the above, if the Customer does not reply in the terms specifically indicated in article 8.5, Register shall not be held liable in any way if the owner of the Domain Name decides not to proceed or sells the Domain Name to a third party. After a further period of 15 (fifteen) days has elapsed without the Customer confirming their intentions, Register shall consider itself released from its contractual obligation without further notice to the Customer.

8.7 Similarly, the Customer is aware that, until such time as the Domain Name is under the full control of Register (change of registration in favour of Register), it will not be possible to guarantee the successful outcome of the sale, which will be perfected only when ownership is transferred to Register. If the change of registration in favour of Register is not successful, Register shall return any money already paid by the Customer on the basis of the owner's initial request, with the exception of the initial service activation fee.

8.8 Should the Customer cancel the request for Recovery through Acquisition of the Domain Name after providing the confirmation referred to in Article 8.5 above, the Customer must pay Register all expenses incurred by the latter through to the time of the Customer's cancellation. Register, on the other hand, shall be entitled to receive full Consideration if, following the negotiations and after confirmation that the agreement has been reached, the Customer decides not to proceed with Register, acquiring the Domain Name on its own or through other intermediaries.

8.9 As the negotiations are conducted in the name of Register, the Customer is aware that the Domain Names recovered on behalf of the Customer will initially be registered in Register's name and will be transferred subsequently to the Customer, within the strictly necessary terms envisaged by the various Authorities. In such a situation, no further cost shall be charged to the Customer.

8.10 It remains understood that Register shall perform the Service referred to in this article with the utmost diligence but cannot ever be held liable if the Domain Names are found to be encumbered by liens of any nature or kind whatsoever that impose restrictions on their transferability.

8.11 Notwithstanding that already expressly indicated in articles 8.2, 8.5 and 8.6, as an exception to the general principles, the Customer accepts that all the documents relating to the Service of Recovery through Acquisition are covered by a confidentiality clause: accordingly, the Customer may not request specific evidence from Register of the negotiations and communications with the owners of the Domain Names. In any event, Register shall retain a copy of the documentation relating to the position for the following two years only, starting from the termination of the contractual relationship, and shall then be expressly released from all obligations towards the Customer.

8.12 Relative to the Administrative Recovery Service and to the other services of a legal nature associated to Services, Register declares, and the Customer acknowledges that the object of the Service is a first level consultation via email, as well as support even through third parties appointed by Register in the reassignment of the Domain Names requested by the Customer through dispute procedures at the RA, or out-of-court settlement agreements. Therefore, any Service that does not fall within those indicated above is excluded from this Agreement, for example, judicial legal proceedings, etc., which shall remain the exclusive responsibility of the Customer exempting Register from any liability. In the event the Customer then wishes to make use of the assistance of Register also for such situations, Register, if interested, following the request of the Customer, shall proceed to send to the Customer in writing the relative economic offer and the procedures to be followed, which the Customer may accept or reject within the deadline provided therein. In any case, by signing this Agreement the Customer declares and warrants to be entitled to undertake the actions involved in the Administrative Recovery Service as the legitimate owner of the rights relating to the Domain Names requested. Furthermore, the Customer undertakes to pay the rights and any other expense arising from the dispute procedure or outof-

court agreement, as communicated from time to time by Register, as well as the consideration owed to Register for the execution of the Administrative Recovery Service, regardless of the outcome of the given reassignment procedure. 8.13 Domain Evaluation. In the case the Domain Evaluation service is requested, Register offers the option to the Customer to obtain an estimate of the supposed value of the Domain Names. The Customer accepts and is aware that the domains involved in this service are not available for registration or transfer, as they are available to third parties at the time of the request. The Customer accepts that Register may even make use of third-party suppliers to provide this Service. The estimate prepared by Register may not correspond to the value that the owner of the domain attributes to it. It remains understood therefore that the actual owner of the domain is free to decide any sales price. The Customer accepts and is aware that this evaluation is in no way binding and that Register assumes no responsibility regarding the congruity/accuracy of the evaluation/estimate of the Domain Name. If, following the evaluation received, the Customer is interested in proceeding with the attempt to purchase the Domain Name from the current owner, they shall have the opportunity to request its recovery only and exclusively through the Online Brand Protection Service. Information about this service can be found on the website: https://www.register.it/brandprotection/?lang=en. The Customer accepts and acknowledges that Register in no way warrants a successful outcome to the attempt to purchase the Domain Name from the current owner. In the event the Customer decides not to proceed with the recovery of the Domain Name, or the procedure does not have a successful outcome, the Customer formally accepts that they have no right to any type of refund or compensation.

**Article 9 - Term of the agreement, renewal and right of withdrawal**

9.1 The Agreement shall be effective as from the date it is accepted by signature by the Customer and shall have an indefinite duration, unlike the agreements relating to the individual Services which shall have the duration indicated in the Proposal, or in the related Annex, or in the communication transmitted to the Customer by Register, or present on the control panel available to the Customer, it being expressly understood that, upon expiry of the initial term, the agreements relating to the individual Services shall also be automatically renewed for a further term of equal duration.

9.2 Without prejudice to the above, each Party shall have the right to withdraw from these General Conditions by giving a notice of 90 (ninety) days to the other Party by way of written communication via registered post or PEC (certified email). Withdrawal from the Agreement has no effect for services already performed or in progress, nor does it apply in relation to active Services, which shall cease upon their natural expiry and for which the Customer remains obliged to pay the agreed Consideration and shall not be entitled to a refund of the amounts paid nor of their share.

9.3 If Register has started the operations of renewal of the Domain Names through the Registration Authority on a date prior to the date of exercise of the withdrawal by the Customer, the latter undertakes to pay the entire Consideration agreed to renew the relative Domain Name.

**9.4 Withdrawal of the Consumer**

**9.4.1** The Customer who is a natural person who requests the provision of a service for purposes unrelated to their professional activity ("**Consumer**"), shall have the right to withdraw freely without giving any reason, from these General Conditions of the Online Brand Protection Service and/or from the Particular Conditions of Service and/or from an individual Service Order within fourteen consecutive business days following the conclusion of the relevant agreement, pursuant to and for the purposes of Article 52 of [Italian] Legislative Decree No. 206/2005 ("Consumer Code"). The complete text of the Consumer Code is available [in Italian] at the address http://www.normattiva.it/urires/N2Ls?urn:nir:stato:decreto.legislativo:2005-09-06;206!vig. The Customer may exercise their withdrawal, pursuant to Article 54, paragraph 1 of the Consumer Code, using the withdrawal form referred to in Annex 1, part B of the Consumer Code or by submitting any other explicit declaration of their decision to withdraw from the agreement, to be sent by registered letter with return receipt, to Register S.p.A., Viale Giulio Cesare 29, 24126 Bergamo (BG), via PEC (certified email) or by creating a support ticket in their control panel before the expiry of the withdrawal period. The legal burden of proof relative to the proper exercise of the right of withdrawal, in accordance with the procedure indicated above, lies with the Customer. Following the proper exercise of the withdrawal, Register shall, pursuant to Article 56, paragraph 1 of the Consumer Code, within and no later than the subsequent 14 (fourteen) days, reimburse the Customer for the payments received by them, including delivery costs where these have been incurred. Register shall carry out the refund using the same means of payment used by the Customer for the initial transaction, unless otherwise expressly agreed with the Customer and on the condition that the Customer does not have to incur any costs as a consequence of using the different means of payment. Register shall not be required to reimburse delivery costs if the Customer has expressly chosen a different and more expensive type of delivery than the one offered by Register. It remains understood that Register may withhold the refund until it has received the goods or until the Customer has demonstrated that they have returned the goods, depending on which occurs first. Unless Register collects the goods directly, the Customer shall be obliged to return the goods without undue delay and in any case within 14 (fourteen) days from the date on which they communicated their decision to withdraw to Register. The relative delivery costs are incumbent on the Customer, except in the case in which Register had not informed the Customer about it at the time of the conclusion of the agreement.

**9.4.2** Where provided for at the time of purchase, the Consumer may request that the execution of the Agreement begin during the withdrawal period, expressly agreeing to lose their right of withdrawal. In such cases, the Consumer acknowledges that, when there has been complete execution of the service by Register, they shall not be able to exercise the right of withdrawal within the 14 days from the conclusion of the agreement, applying the provisions of Article 59, paragraph 1, letter a) of the Consumer Code.

**Article 10 - Confidentiality**

10.1 For the purposes of this Agreement, "**Confidential Information**" shall mean all information, knowledge and/or materials of whatever kind and nature relating to the Parties (merely by way of example: notes; concepts; ideas; drafts; diagrams; outlines; research; digital and paper archives and their respective contents; databases and their methods of arrangement, structure and access; computer programs and relative codes of any kind; layouts and graphic structures; technological, technical and IT solutions of any kind and nature currently in progress or being developed; prototypes of any kind; credentials for access to computer platforms; business plans, methodologies, measuring instruments, analyses and knowledge of a technical-scientific-IT nature; processes, models and mathematical-IT parameters of a predictive or stochastic nature; profiling methodologies and parameters, market strategies; current and potential corporate structures; distinguishing marks of any kind and nature not yet disclosed externally, whether approved and in use or in the preparatory-prototyping phase; inventions; technical information; renderings; advertising and communication strategies; information and lists of current and potential contacts, dealers, customers and suppliers containing commercial data, economic or contractual conditions, or otherwise; track-records of activities carried out for customers and clientele; economic conditions applied to customers, dealers or suppliers; budgets; information of any kind on products not yet launched) and any analogue or digital document containing or otherwise reflecting in any of the above, which have been communicated, shared or otherwise transmitted between the Parties orally, in writing, online or using any other means in any context whatsoever (merely by way of example, during meetings or conversations, including telephone or video calls), also prior to the signing of this Agreement, within the scope of the negotiation and fulfilment of the Agreement and the implementation of the Project, even in the absence of the express identification, marking or signalling of confidentiality and privacy.

10.2 Each Party is obliged not to divulge and not to use the Confidential Information for any other reason than to properly perform their obligation under this Agreement. The Parties also undertake to protect the content of the Confidential Information with maximum diligence and warrant that the same care shall be taken by all those to whom it is necessary to reveal the Confidential Information for the execution of the Agreement, whether they are employees, consultants or other collaborators. In particular, the Parties warrant that these other persons shall be bound by this confidentiality agreement or, otherwise, they shall sign a confidentiality agreement with the same content as this one.

10.3 The Parties acknowledge and agree that the obligations of confidentiality and secrecy established in this Agreement shall not extend to information:

(i) previously known to the receiving Party and not subject to confidentiality obligations;

(ii) independently developed by or for the receiving Party, outside the fulfilment of the Agreement and not in breach of the confidentiality and secrecy obligations established in this Agreement;

(iii) generally known to the public at the time of disclosure or which became such not as a result or consequence of any act or omission by the receiving Party;

(iv) which became known to the receiving Party in the absence of any obligation of confidentiality or secrecy, or without breach of any obligation of confidentiality or secrecy established in this Agreement; and

(v) the disclosure of which is mandatory in order to comply with applicable legal and regulatory obligations or requests by the competent Public Authorities (including Administrative and Jurisdictional Authorities), it being understood that, in such case, prior to disclosure, the Party from which the Confidential Information has been requested must promptly notify the other Party of this circumstance, to allow the latter to protect itself and its own Confidential Information as far as possible.

**Article 11 - Prohibition of Assignment**

11.1 Neither of the Parties may assign this Agreement or the rights arising from it, in whole or in part, to third parties without the written consent of the other Party.

11.2 Notwithstanding the above, Register's right to assign this Agreement to companies belonging to the Register Group, of which Register S.p.A. is a member, is expressly reserved.

**Article 12 - Termination of the Agreement**

12.1 Notwithstanding the provisions envisaged elsewhere in this Agreement, Register reserves the right to terminate the Agreement, pursuant to article 1456 of the Italian Civil Code, in the event of breach by the Customer of the provisions contained in the following articles of this Agreement: art. 1 ("Object"), art. 2 ("Extension of Contractual Domain Names"),

art. 3 (“Customer Obligations”), art. 6 (“Use of the Services and Customer Liability”), art. 7 (“Consideration for the Service and Method of Payment”), art. 8 (“Recovery through Acquisition on behalf of the Customer, Administrative Recovery, Domain Evaluation, Backorder”), art. 10 (“Confidentiality”), art. 11 (“Prohibition of Assignment”). This is without prejudice to Register's right to claim compensation for the damage suffered.
12.2 The foregoing is without prejudice to Register's right, should the circumstances arise and it be deemed appropriate, to take any suitable initiative to terminate this Agreement pursuant to and in compliance with articles 1453 and 1454 of the Italian Civil Code.
12.3 In the event of termination of the Agreement for any reason whatsoever, the Customer shall immediately pay Register all unpaid invoices and corresponding interest. It is understood that Register may issue an invoice - and this must be paid immediately upon receipt - with reference to the Services rendered but for which the invoice had not been issued at the time of termination of the Agreement.
12.4 In the event of termination of the Agreement, for any reason, Register shall ensure its cooperation for the migration of Services to another provider. The Customer undertakes to reimburse Register in full of the costs incurred by it to collaborate in the migration procedure or for any other activity that requires the intervention of Register.

**Article 13 - Applicable Law and Court of Jurisdiction** 13.1
This Agreement is governed by the Italian law.
13.2 Any dispute connected with this Agreement, which may also be related to its validity, effectiveness, interpretation, fulfilment and termination, and its modifying and executing assets, shall fall under the sole jurisdiction of the Court of Florence.
13.3 Register informs the Customer that in the case of disputes over assignment of Domain Names, the general rules of the respective competent Authorities shall be applied. In the event of disputes over assignment of all TLDs for which the competent Authority has adhered to the policies defined by ICANN, the Uniform Domain Name Dispute Resolution Policies (UDRP) shall be applied; these can be consulted at the address http://www.icann.org/udrp/udrp.htm

**Article 14 - Communications**
14.1 All communications that each Party must or intends to send to the other Party shall be sent:
(i) for Register, to the address obp@register.it and/or obpsales@register.it;
(ii) for the Customer, to the indicated address communicated to Register at the time of signing this Agreement and in the case of any changes subsequently communicated via email to the address obp@register.it and/or obpsales@register.it.
14.2 The Parties mutually acknowledge that the communications exchanged by them during the term of the Agreement shall be sent mainly by email, and therefore the records of the respective systems shall constitute proof of the actual transmission of a communication. The Customer declares they shall inform Register of any change in their details in a timely manner.

**Article 15 - Processing of Personal Data**
With reference to the processing of the Customer's personal data for billing, administrative purposes, general management of the contractual relationship with the Customer, protection of the Customer's interests, and compliance with the regulatory obligations to which Register is subject (by way of example, the legislation on the retention of telecommunications traffic data), and with reference to the processing of personal data covered by certain Services such as SPID, PEC, registration and management of domain names (depending on the Top Level Domain being registered) and SSL certificates, Register shall act as data controller, as better described in the privacy policy available at the following link: https://www.register.it/company/legal/informativa-privacy/?lang=en
With reference to the performance of the Services which envisage the processing of personal data on behalf of the Customer, the Customer typically acts in the role of data controller, except where the Customer acts as Data processor on behalf of a third party acting as data controller or data processor, while Register typically acts as data processor on behalf of the Customer, in line with the instructions issued by the Customer and detailed in writing in the “Data Processing Agreement (DPA) Standard” available at the following page https://www.register.it/company/legal/?lang=en and, where applicable, to be considered as accepted by the Customer as an integral part of these General Conditions of Service. If the Customer intends to customise the contents of Annex 2 of the “Data Processing Agreement (DPA) Standard”, it is possible to download an editable version at the following link: https://www.register.it/company/legal/?lang=en, by selecting “Data Processing Agreement (DPA) Editable Version”. In this case, the Customer undertakes to complete and sign the relevant contract and to send it to: dpo@register.it.

**Art. 16 - Force Majeure**

16.1. Force Majeure means (not exclusively): any natural event, lightning or fire, internal disturbances, governmental measures, mobilisation, war, terrorist attacks, obstacles in transportation, strikes, lockouts, trade disruptions, supply shortages, unavailability of one or more staff members (due to illness), epidemics, pandemics, import and export barriers.

16.2. In addition, Force Majeure shall be deemed to be any malfunction or failure of the Internet, data, networks, telecommunications and electricity infrastructures and facilities, cyber-crime, network attacks, (D)DoS attacks, largescale information attacks, power outages and widespread IT events suffered by Register or Register's sub-suppliers.

16.3. The party suffering the event of Force Majeure shall not be deemed to be in breach of this Agreement or otherwise liable to the other party for any delay or failure to fulfil an obligation (and the time for fulfilment shall be extended accordingly) if and to the extent that the delay or failure is due to an event of Force Majeure. This clause does not extend to the obligation to pay any amount due, which shall in any event be settled at the end of the Force Majeure event, notwithstanding the provisions of article 16.4 below.

16.4. If the event of Force Majeure persists for a continuous period of more than 1 (one) month from the date of commencement, the other party may notify the party suffering the event of Force Majeure of termination of this Agreement. The notice of termination shall specify the date of termination, which shall not be less than 7 (seven) business days from the date on which the notice of termination was given. After valid notice of termination has been given, this Agreement shall terminate on the termination date specified in the notice.

**Article 17 - Final Provisions**

17.1 The Parties acknowledge and agree that the provisions of this Agreement correspond to the entirety of the agreements entered into between the Parties in relation to its object and supersede and replace, as a novation pursuant to and for the purposes of article 1230 of the Italian Civil Code, any other agreements, communications, declarations or understandings that may have been made between the Parties with reference to the same subject matter.

17.2 The Customer authorises Register, from the time this Agreement is signed, to use its company name as reference for the purpose of promoting sponsorship case histories, which may be published through Register's communication channels and to indicate them as their Customer for the purpose of promoting the Service. The Customer authorises Register and other companies belonging to the Register Group to use their commercial name and brand exclusively for this purpose.

17.3 All provisions of the Agreement that envisage obligations of the Parties to be performed after the expiry or termination thereof shall remain valid and enforceable even after said date, without requiring the Parties to renew or otherwise reiterate the commitments made in that regard.

17.4 Any modification of or change to the Agreement shall not take effect if not carried out in writing and previously approved by Register. The Customer accepts and acknowledges that modifications to the policies and procedures can be made at any time, and that these changes must be applied as requested by the Authorities.

17.5 Failure to exercise the rights deriving from the Agreement shall not imply the waiver of said rights and cannot in any way impede their subsequent exercise.

17.6 Register reserves the right to modify the General Conditions herein at any time, as well as the particular terms and conditions of individual Annexes, notifying the Customer via email with a notice of at least 30 (thirty) days, if the following grounds are present: 1) changes to the technical/economic/contractual conditions imposed by third parties (by way of example but not limited to, suppliers and business partners) and/or resulting from entry into force of new legislative or regulatory provisions, or the modification of existing provisions (including the rules imposed by the Domain Name Authorities); 2) the need to maintain an adequate level of service; 3) to ensure adequate security standards; 4) entry into force of new legal provisions; 5) change in the selling price of the Services. The Customer agrees and concurs that said notification may even be carried out by way of notices via email or communicated through the Online Brand Protection control panel. In the event of changes which result in a reduction of the services provided, or an increase in the selling price of services, the Customer shall have the right to withdraw from an Order or from the Agreement, sending the relevant notification to Register within the same deadline of 30 (thirty) days referred to in the previous paragraph, after which, if no action is taken, the changes shall be deemed accepted by the Customer and fully binding on them.

17.7 When the Customer qualifies as Consumer the paragraph “RELEVANT INFORMATION FOR CONSUMERS PURSUANT TO ARTICLE 49 OF THE CONSUMER CODE” of the General Conditions of Service of Register shall apply (published at the address https://www.register.it/company/legal/condizioni-generali.html?lang=en), which the Customer declares to have downloaded, printed and undertakes to store on a suitable durable medium.

17.8 The Customer declares to know the content of the Italian Legislative Decree no. 231 dated 8 June 2001 and of the Code of Ethics adopted by the company Register S.p.A. (available in the most recent version on the Company website) and undertakes to refrain from conduct which could lead to the types of offences set out in said Decree, regardless of whether they actually commit or are liable for said offence. Failure by the Customer to comply with this undertaking is considered by the Parties to be a serious breach and grounds for termination of the agreement due to breach pursuant to Article 1453 of the Italian Civil Code and shall legitimise Register to terminate said agreement with immediate effect.

**Article 18 - Compliance with EU Regulation 2022/2065 (Digital Services Act)**

18.1 Register and its subsidiaries shall comply with their obligations under EU Regulation 2022/2065 - Digital Services Act (hereinafter "**DSA**"). The Client is responsible for the content it enters, shares or otherwise makes available through the Services. Any content that breaches the DSA, other applicable laws or these General Conditions may be subject to removal and the Customer may consequently be subject to suspension or termination of the account, also by initiative of Register.

18.2 Register shall cooperate with the competent authorities as required by law, also providing information (including personal data) and assistance in investigations. The single point of contact for the authorities of the Member States and for the European Commission and Council for Digital Services will be available in English or Italian at: abuse@register.it.

18.3 If an individual or an Authority becomes aware of the presence on Register's Services of specific information or content that the person or Authority considers to be illegal content, the person or Authority may contact Register at its single point of contact at abuse@register.it and send a report that complies with all of the following requirements, as envisaged in article 16 of the DSA:

(a) a sufficiently reasoned explanation of why the person or organisation presumes that the information in question constitutes illegal content; and

(b) a clear indication of the exact electronic location of such information, such as the exact URL address(es) and, if necessary, additional information enabling the identification of illegal content appropriate to the type of content and the specific type of information storage service; and

(c) the name and e-mail address of the person or organisation making the report, except in the case of information believed to relate to an offence referred to in articles 3 to 7 of Directive 2011/93/EU; and

(d) a declaration in which the person or entity submitting the report confirms their bona fide belief of the accuracy and completeness of the information and statements contained therein.

Upon receipt of the report, Register shall send acknowledgement of receipt of the report to the individual or the Authority without undue delay.

Moreover, the Reports referred to in this article shall be deemed to provide effective knowledge or awareness in relation to the specific information in question if they enable Register to identify the illegal nature of the pertinent activity or information without detailed legal examination (hereinafter "**Report**").

18.4 In the case of Reports that satisfy the above requirements, Register shall inform the individual or the Authority, without undue delay, also in consideration of the case itself and its complexity, of its decision regarding the information to which the Report refers (hereinafter "**Reason**").

18.5 If the individual or the Authority does not agree with Register's decision, they may contact Register again, at abuse@register.it, giving the reasons for their disagreement with Register's decision. Register will review the request and notify the individual or Authority of its final decision. Notwithstanding the above, it is always possible to report the allegedly illegal content or activity to the public authorities.

**19. Restrictions on the Provision of Services with Respect to Specific Sanctioned Countries**

19.1 The supply of the Services described in Contract may be subject to controls and restrictions by the Italian Government, the European Union, or the countries of the European Free Trade Association with respect to specific Countries subject to sanctions by the aforesaid institutions (hereinafter, "**Sanctioned Countries**"). Accordingly, the Customer expressly accepts that the Services offered by Register S.p.A. may not be resold, exported, transferred, or otherwise used in favour of Countries sanctioned by the Italian Government, the European Union, or the Countries of the European Free Trade Association, nor in favour of or through a citizen sanctioned by the aforesaid Institutions, or otherwise resident in such sanctioned Countries.

19.2 The Customer undertakes to fully comply with all applicable laws on the subject, including, without limitation, the export and import regulations established by the Italian Government, the European Union or the countries of the European Free Trade Association. If the Customer or its end-customers use the Services in violation of the rules established by the Italian Government, the European Union or the countries of the European Free Trade Association, the Customer shall be solely responsible.

19.3 The Customer represents and warrants that the Services shall not be used for any illegal purpose, including, without limitation, any of the activities listed in the measures and resolutions issued by the Italian Government, the European Union or the countries of the European Free Trade Association, unless expressly authorised for such purposes by a

competent governmental authority. Furthermore, the Customer undertakes to ensure that its end customers also comply with the regulations and measures applicable from time to time.

19.4 Notwithstanding the provisions of Article 9 (“Term of the agreement, renewal and right of withdrawal”), Register S.p.A. may terminate these GCS immediately by written notice to the Customer if the Customer breaches the obligations arising under this Article 19.

The Customer fully accepts the GENERAL CONDITIONS FOR THE ONLINE BRAND PROTECTION SERVICE herein including the relevant Annexes.

Pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code, the Customer declares they have expressly read and specifically approve the following articles of the General Conditions of the Online Brand Protection Service:

- Art. 1 (Object), Art. 2 (Extension of Contractual Domain Names), Art. 3 (Customer Obligations), Art. 4 (Obligations of Register), Art. 5 (Limitations of Liability of Register), Art. 6 (Use of the Services and Customer Liability), Art. 7 (Consideration for the Service and Method of Payment), Art. 8 (Recovery through Acquisition on behalf of the Customer, Administrative Recovery, Domain Evaluation and Backorder), Art. 9 (Term of the agreement, renewal and right of withdrawal), Art. 11 (Prohibition of Assignment), Art. 12 (Termination of the Agreement), 13

  (Applicable Law and Court of Jurisdiction), Art. 14 (Communications) and Art. 17 (Final Provisions);
- Art. 4 and Art. 5 of Annex 1 “Conditions of use of the Online Brand Protection (OBP) Control Panel”;
- Art. 1 (Object), Art. 3 (Liability of Register), Art. 4 (Customer Data) and Art. 5 (Compliance with the rules and policies of the Authorities) of Annex 2 “Rules and procedures for Domain Name Registration (DNR)”;
- Art. I (Representations, warranties, and obligations of the Owner of a Brand), II (Submitting a Trademark Record), III (Licence), IV (Payment), V (Expiry and Termination of the Agreement) and VII (Limitations of liability) of Annex 3 “Particular Conditions of Service: Trademark Clearinghouse (TMCH)”;
- Art. 1 DPML SERVICE, Art. 2. Preventing Abuse, Art. 3 Amendments, Art. 4 Limitation of Liability, Art. 5 Indemnification, Art. 6 Disclaimer, Art. 7 Determinations Final, Art. 8 GENERAL of Annex 4 “Particular Conditions of Service: DPML Block Service Order”
- Art. 1 DPML SERVICE, Art. 2 PREVENTING ABUSE, Art. 3 MISCELLANEOUS of Annex 5 “Particular Conditions of Service: DPML PLUS Block Service Order”
- Articles “3 - Conclusion of the Agreement and activation of the Service”, “4. CSR (Certificate Signing Request) generation tool”, “5. Consideration, duration and renewal of the Service”, “6. Protection of personal data and confidentiality”, “7 Disclaimers and limitations of liability” of Annex 6 “Particular Conditions of Service: SSL Management”.

## Annex 1
## Conditions of Use of the Online Brand Protection (OBP) Control Panel

**Art. 1 -** The conditions herein govern the basic rules for the use of the Control Panel (hereinafter referred to as “CP”) by Online Brand Protection Customers.
**Art. 2 -** The CP is a tool reserved for Online Brand Protection Customers, through which, in addition to benefiting from the standard dedicated support offered, Customers who have signed an Online Brand Protection Agreement can carry out additional operations on the Domain Names managed under this Service; by way of example, the Customer can: - monitor, even autonomously, the list of expiry dates of the Domain Names managed through the aforementioned Service;

- download a legible copy of the respective invoices;
- request a DNS change or to modify a configuration of the DNS zone for Domain Names that have authoritative DNSs belonging to Register;
- request operations on Domain Names or Services provided under Online Brand Protection;
- request support from their Account Manager or obtain the details for contacting their commercial contact person during business days, from Monday to Friday between 08:30 a.m. and 06:00 p.m.
- look up the fundamental rules for registering domains with any extension.

**Art. 3 -** The Customer declares to have been informed that some of the operations described above (for example, the DNS change) involve a high level of technical skill and knowledge and therefore they assume all responsibility in the event of any problems caused by the performance of said operations, performed completely independently by the Customer. **Art. 4 -** If the Customer creates second-level CP access for their collaborators or for third parties, it is expressly understood that the Customer nonetheless assumes any liability deriving from any operations performed by said parties, relieving Register from any liability in this regard. Moreover, the Customer shall undertake to transmit all information referred to in this Agreement to parties for which access has been enabled.

**Art. 5 -** The Customer is informed that the operations relating to DNS changes cannot always be carried out in real-time and thus the timing required may vary. Furthermore, the Customer is informed that Domain Name registration and transfer orders are not always carried out in real-time, as these are managed and processed by Register staff who shall contact the Customer should they require any information which may be of use for carrying out the operation. The Customer is also informed that the information made available by Register on the CP relative to the rules for the registration of Domain Names is shown purely for information purposes and without presuming it is correct and may be subject to change at any time by the respective Authorities; Register therefore does not assume any responsibility regarding its accuracy and truthfulness. Finally, the Customer is informed that, in cases in which the Customer asks Register for the local Admin-c, Local Contact and/or Local Presence Service, they must look up the details of ownership of the corresponding domains directly on the public Whois of the Authority.

In short, the Customer acknowledges that, to place an order for any services they must download the relative CP file and send a signed copy to Register via email at the address support.brandprotection@register.it

**Art. 6** - For anything not expressly envisaged in this Annex, please refer to the provisions of the General Conditions of Online Brand Protection Service.

## Annex 2
## Rules and procedures for Domain Name Registration (DNR)

**Art. 1 Rules and procedures**

The Customer acknowledges and accepts that the rules and procedures necessary for Domain Name registration activities (hereinafter referred to as "DNR") are established by the respective competent Authorities. The Customer therefore undertakes to learn and comply with the rules and regulations of the various Authorities. In particular, the Customer accepts that the DNR request may require the Customer to complete actions which directly address the competent Authorities (e.g. entering information on the Register website or sending documentation to the Authorities). Failure to do so or doing so after the expiry of the deadlines set out in the regulations of the individual Authorities may hinder the DNR of the requested Domain Name and the performance of any related services.

In any case, regarding all Domain Name extensions, the Customer acknowledges and agrees they must comply with the terms and conditions, standards, policies, procedures and practices (and any amendments thereto), set forth by the relevant RAs. These can be found at the following link http://www.iana.org/domains/root/db. Furthermore, the Customer

acknowledges and agrees that these terms and conditions, standards, policies and procedures are subject to modification by the Ras. In relation to specific Domain Names, the relevant RA Rules can reserve the DNR only and exclusively for parties which have a permanent local representative established in the forms required by the legislation of the jurisdiction where the competent RA has its registered office. For this purpose, the Customer must supply Register with all the information relative to the organisation of the owner of the Domain Name, specifying precisely any secondary branches and/or local representatives authorised to perform the registration. The Customer is informed and acknowledges that reserved Domain Names exist, including geographical Domain Names and those reserved for Public Authorities, and as such, these cannot be assigned. Domain Names with illegal content cannot be assigned either. In the case of a request for registration, the Customer therefore acknowledges and accepts that the competent Authority shall proceed with the nonassignment or deletion of these domains, relieving Register from any liability in this regard; it is also expressly understood between the Parties that, in the cases referred to in this paragraph, Register shall retain the amounts paid by the Customer for the DNR of such Domain Names.
In any case, it shall be the sole responsibility of the Customer to proceed with the correct communication to Register of all information requested by the Authority during the procedures for registration, transfer or change of contact details. Consequently, Register cannot be held liable should there be any errors which could lead, at the Authority's complete discretion, to the non-registration or deletion of a registered Domain Name. The Customer is informed that certain Authorities request that the Registrars store in their own servers the log files necessary for identifying the operations carried out relative to the Domain Name and that such data may be transferred to the Authorities upon their request for auditing activities which fall under their remit.
In the case of activities performed by the Customer on behalf of third parties, the Customer declares and warrants to have obtained all authorisations necessary for carrying out any operation envisaged by the contractual conditions herein on behalf of said third parties relative to the Domain Names. The Customer accepts that their personal data shall be communicated to the Authorities and shall appear on the Authorities' public Whois database of the Domain Names. If the Customer acts on behalf of third parties or end customers, they undertake to comply with all applicable data protection regulations regarding data privacy. The Customer assumes any responsibility and fully indemnifies Register in this regard. Moreover, the Customer declares to be authorised to use the Auth-info code received from the Registrant of the Domain Name and, therefore, to be authorised to carry out in their name and on their behalf all operations for managing the relative Domain Name. The Customer therefore declares to wish to indemnify and hold Register harmless against any request that third parties may make in this regard. Finally, the Customer is informed and expressly authorises Register to send the Registrants notifications regarding the service. In this context, the Customer has been informed and accepts that the Registrants shall be aware that Register is acting as Registrar.
The registration Rules and Technical Procedures in effect at the time of the event apply to all events connected with or subsequent to registration of the Domain Name.
The Registrant has the rights and obligations established by ICANN, available at the following link: https://www.icann.org/resources/pages/benefits-2013-09-16-en.
The Customer declares to know and accept the policies established by ICANN, especially the Consensus Policies (currently available at https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en) and the Registrar Accreditation Agreement (https://www.icann.org/resources/pages/registrars/consensus-policies-en).

**Art. 2 Registrant Change Procedure (gTLD Domains managed by ICANN)**
The Customer acknowledges and accepts that as from 1 December 2016 for any variation regarding the name, surname, Organisation/Company and/or email address of the Registrant of a gTLD Domain Name managed by ICANN, the procedure referred to below shall apply in compliance with the provisions established by ICANN on the matter (https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en), hereinafter referred to as "Policy".

**Definitions**
"**Change of Registrant**": refers to a Substantial Change to the following data:

- Registrant name;
- Registrant organisation;
- Registrant email address;
- Administrative Contacts (if there is no email address for the Registrant);

"**Designated Agent**": refers to a party which has been authorised by the Current Registrant and by the New Registrant for the purpose of carrying out the Change of Registrant procedure and the authorisation to Change Registrant on their behalf.
"**Substantial Changes**": refers to a change that is not considered a mere typographical correction to a Name, Surname, Organisation, or any change to the email address;
"**Current Registrant**": refers to the entity or person to which the Domain Name is registered at the time in which the Change of Registrant is requested.

"**New Registrant**": refers to the entity or person to whom the Current Registrant requests to transfer the registration of the Domain Name.
"**Transfer Lock Period**": refers to the period of 60 days as from the date in which the Change of Registrant procedure is completed, during which the Domain Name may not be transferred to another Registrar.

**Procedure**
For Change of Registrant requests, Register shall receive authorisation to proceed from the Designated Agent appointed by the Current and New Registrant.
The Designated Agent of the New Registrant shall undertake to ensure that the latter accepts the Registration Agreement of Register, available at the following link: https://www.register.it/company/legal/ods-registrazione-nomidominio.html?lang=en.
The Designated Agent of the Current Registrant certifies, relieving Register from any liability in this regard, to have informed the New Registrant that if it wishes to transfer the Domain Name to another Registrar, this operation must be completed before the Change of Registrant to avoid the Transfer Lock Period.
Register shall send a notification email to confirm the change to both the Current and New Registrant within 1 (one) business day from the date in which the Change of Registrant procedure is completed, specifying the domains for which the Change of Registrant was requested and a contact address for any further clarifications.

**Limitations on Registrant Change**
The Customer acknowledges and accepts that Register, in compliance with the Policy, must reject a Change of Registrant request if:

- the Registration Agreement with the Customer is no longer in force, and it is no longer possible to renew or transfer the Domain Name; or
- the Change of Registrant was not expressly authorised by the Current Registrant and by the New Registrant through their Designated Agent; or
- the Domain Name is the subject of a dispute before the competent Authorities (for example, a UDRP procedure, URS procedure, or TDRP procedure).

**Representations and Warranties of the Designated Agent**
The Designated Agent appointed by the Current Registrant and by the New Registrant as part of this Change of Registrant procedure represents and warrants:

- to hold all documentation proving the express authorisation received by the Current Registrant and by the New Registrant, to act as their representative for the purposes of the Change of Registrant ("Authorisations");
- to store the Authorisations for at least two years following the deletion of the Domain Name or the transfer out to another Registrar;
- to provide the Authorisations upon request by Register (by way of example but not limited to, in the case of controversy, dispute or Audit by ICANN or by the Authorities), within 5 calendar days from Register's request.

**Art. 3 Liability of Register**
The mandate given to Register for the DNR Service does not involve any liability, except for violation of the policies of the competent Authorities for wilful misconduct and/or gross negligence attributable to Register.
The Customer declares to know the Domain Name is granted for use and not for ownership to the assignee of the Domain Name itself and may be considered assigned solely when the applicant is specified as the Assignee of the Domain Name on the database of the competent Authority. Until this time, the outcome of the registration procedure is uncertain. The Customer declares to be aware of the Domain Name specificities, especially that a Domain Name registration order is considered fulfilled if it is sent by Register to the competent Registration Authority and is accepted by the latter. Until formal acceptance by the RA, the outcome of the registration procedure is uncertain. In any case, the rules and decisions of the competent Authority prevail.
Register requests the DNR service rigorously respecting the chronological order of the requests correctly received. To this end, Register has prepared a procedure which unambiguously shows the date of receipt of each request. Register therefore cannot ensure that the registration request is sent within and not after a specific number of days or that the request for registration is successful. Register can only ensure that it will send the registration request during business days and during working hours, respecting the chronological order of the requests received. Register also declares that in the case of payment by postal payment slip it shall proceed to payment validation within 2 (two) business days of receiving confirmation via fax. Therefore, it shall not be held responsible if the domain for which the registration is requested, meanwhile, is no longer available through the competent Authority.

The Customer is informed that if at the time of registration they use their own DNS instead of the DNS of Register, the configuration of the DNS shall be under their care, obligation, and responsibility and that, in the event of misconfiguration, the Authority may cancel the domain after 30 (thirty) days from said registration or any restoration, without notice, of the DNS and/or the configurations previously present.
Notwithstanding the provisions of the previous article 2, during the Change of Registrar/Maintainer and/or Owner/Assignee, the Customer may decide whether to maintain the current DNSs at the time of the request or to pass over to those of Register, this operation is included in the set price for the service. Register shall inform the Customer that to carry out the change of Registrar/Maintainer and/or Owner/Assignee, at least 5 (five) business days are required from the receipt of the request.
Furthermore, please note, in the event of misconfiguration of the DNSs, the Authority shall not permit completion of the transfer. Thus, the Customer assumes liability for the correct configuration of the DNSs, especially for .it Domain Names.
The activity of Register thus consists in the mere submission of Customer requests to the competent body delegated to the assignment of Domain Names to the applicants. Therefore, the Customer certifies that they are aware that Register is unable to ensure registration and/or the change of Registrar/Maintainer and/or the change of Owner/Assignee of the requested Domain Name (obligatory result), but can only ensure that it shall act with the necessary diligence so that the DNR Service reaches the competent bodies for the registration and/or change (obligatory means). Register cannot be considered liable in any way if the competent body fails to register the Domain Name, without prejudice to the case in which the registration request has not been sent by Register to the said body due to fault. In the event of failure to register and/or change the Domain Name, therefore, Register shall not be required to return the consideration.
The Customer acknowledges and accepts that in the period of time between the purchase order and the moment in which the request for registration of the Domain Name is forwarded to the competent authority, the Domain Name may no longer be available and therefore can no longer be registered by the Customer. The Customer is also aware that their registration request may be refused or rejected by the Authority, that the request for registration of the Domain Name may not be successful due to technical problems, delays linked to the procedures of the respective competent Authorities and other similar cases. The Customer formally accepts that Register shall not be liable in the case in which, for the reasons stated above, the request for registration of the Domain Name is not successful and expressly waives any liability claims and actions towards Register.
In the event of requests for a change of Registrar for .com, .net and .org domains, the Customer has been informed that if they mistakenly communicate information to Register (especially name and surname, or the name of the company/organisation and the admin-c email address) that is different, even only slightly different, to that indicated previously, the procedure for the change of Registrar/Maintainer may be blocked by the Authorities. In this potential case, to avoid that the procedure is blocked, the Customer authorises Register from now on to communicate to the Authorities the correct information as it is in the public Whois register.
For the registration of .com, .net and .org Domain Names, neither Register, the Registry operators nor any of their employees, directors or agents shall be liable for the failure of the registration. Therefore, they cannot be sued for any compensation for damages, expenses or costs incurred by the Customer during said procedure.
If, during the relationship, the Customer decides to move the Domain Name to another Maintainer/Registrar, Register shall not be required to return all or part of the consideration or, in any case, to pay any amount. Furthermore, Register shall not be liable in any way for the correct assignment of the expiry date, which shall depend exclusively on the rules of the relative Authorities. The Customer has been informed that registration of a Domain Name may be subject to suspension, deletion or transfer, if the competent Authority (with particular reference to ICANN for Domain Names falling under its remit) determines that this policy or the procedure followed by the Registrar or the Registry does not comply with the policies and procedures followed by the said Authority. Similarly, the service may be suspended, cancelled, or transferred if the competent Authority requests the correction of errors encountered in the registration of the Domain Name or with a view to resolving disputes regarding the registered Domain Name.
In any event, any liability of Register towards the Customer and towards third parties, for direct or indirect damages produced for any reason by failure to register one or more Domain Names, may not be higher than the price paid for the DNR Service.
Register undertakes to take all reasonable precautions to protect the personal data of the Customer from loss, illicit use, unauthorised access or disclosure, corruption, or destruction of the same.
The Customer undertakes to indemnify and hold harmless the Authorities, the Registries and Register, their directors, statutory auditors, and employees, from any action, damage, liability, cost, and expense (including legal costs and expenses) that arises from or is connected to the Domain Name.

**Art. 4 Customer Data**

The Customer (Registrant/Assignee or Applicant) must provide Register with accurate and reliable contact details including: name and surname, postal address, email address, telephone number and fax, if available, of the Registrant; the names of the primary and secondary servers, as well as the name and surname, postal address, email address, telephone

number and fax, if available, of the technical and administrative contact; additionally, if the Customer is a company or association, they must provide Register with the name of a person authorised for contact purposes.
The Customer undertakes to keep the above-mentioned details up to date and, in the event of any changes, to update them within 7 days.
Register has the right to request confirmation at any time of the accuracy of the data communicated. If the Customer voluntarily enters incorrect or unreliable information, or does not update the information within 7 (seven) days from the change or does not reply within 15 (fifteen) days to the request for confirmation of accuracy, Register has the right to suspend the service and to suspend and/or delete the Domain Name, to the extent that said actions constitute breach of the agreement by the Customer.
Without prejudice to the foregoing, if the data is not updated, the Customer shall be liable to Register and any third parties, expressly relieving Register from any prejudicial consequence which may arise as a result.
Any Assignee who intends to grant the use of the Domain Name to third parties shall remain the Assignee and shall be responsible for providing complete information and keeping the technical and administrative contacts updated to facilitate the resolution of any problems concerning the Domain Name. The Assignee who grants the use of a Domain Name based on the provisions herein shall be liable in the event of the illicit use of the same, unless they make the identity and contact details of the licensee known within 7 (seven) days to the person providing them with evidence of the offence.
Finally, the Customer declares that through the registration and/or the use of the Domain Name they do not infringe the copyright and third-party intellectual property rights. Register may request at any time, even via email to the Customer, the documentation proving the ownership and/or availability of Domain Names for which it requests the registration and, in any case, should Register become aware of any breach of third-party rights, it may suspend the service, without prejudice to the right to complete payment of the consideration and the right to compensation for damages. With reference to .com and .net domains, the Customer undertakes to indemnify and hold harmless VeriSign (the Authority of the Registry of .com and .net Domain Names), to the fullest extent permitted by law, from and against any claims, damages, liabilities, costs, and expenses including reasonable legal fees and expenses, arising out of, or relating to, the registration and/or use of a Domain Name of which the rights belong to third parties.
Register informs you that, for the purpose of registration, ICANN has requested that the Registrars make an Escrow deposit of a copy of the data necessary for the DNR falling under the remit of ICANN, with the company Iron Mountain Intellectual Property Management, Inc., recommended by ICANN. The Customer therefore acknowledges and accepts, exempting Register from any liability in this regard, that Register shall proceed with the Escrow deposit of the aforesaid data with the aforementioned company.
Register reminds the Customer that, for the successful registration and/or change of Registrar/Maintainer and/or Owner/Assignee of the Domain Name, the data entered in the above-mentioned registration and/or change procedure (as well as the necessary documentation, such as the Letter of Assumption of Liability that the Customer must send, in the case of a request for registration of an .it domain, to the Italian NIC within 10 days from the online request) must be complete and coincide with that which the Customer has indicated during the purchase of the service.
Relative to Domain Names with the .it extension, to the fullest extent permitted by applicable law, the Customer has the right to choose whether to allow the publication of the information they have provided on the Whois database of the relevant Authority or not. For some extensions this activity shall be provided through a specific Whois privacy service.

**Art. 5 Compliance with the rules and policies of the Authorities**
The Customer undertakes to comply with the regulations and policies established by the various Registries relative to the domain extensions covered by the Service. Register makes a web page available to the Customer with links to the main policies, displayed at the URL https://www.register.it/company/legal/policy-tld-e-gtld/?lang=en, in any case these links may vary over time, therefore, the Customer undertakes to read the current policies relative to the domain covered by the Service directly from the Registry's website. The Customer acknowledges that the Registry may modify the policies at their own discretion, taking care to update them on its website and that neither the Registry nor Register are required to notify the Registrant and/or the Customer of these changes.

**Art. 6 Referral** For anything not expressly envisaged in this Annex, please refer to the provisions of the General Conditions of Online Brand Protection Service.

## Annex 3
## Particular Conditions of Service: Trademark Clearinghouse (TMCH)

These Conditions of Agreement (hereinafter referred to as "Conditions of Agreement for the Trademark Clearinghouse Service") are between Register S.p.A. with registered office in Florence, Italy, at Viale Giovine Italia 17 (hereinafter referred to as "Register" or "the Company") and the Contractor (as referred to below), (hereinafter referred to as "Parties"),

and govern the registration service of a Trademark Record (as defined below) in the Trademark Clearinghouse database (hereinafter referred to as the "Trademark Clearinghouse Service" or "Service" or "TMCH") established by ICANN ("Internet Corporation of Assigned Names and Numbers") as part of the New generic Top-Level Domain Program ("New gTLD Program").

WHEREAS

1) Trademark Clearinghouse is part of the New gTLD Program and one of the intellectual property rights protection mechanisms established by ICANN;
2) Trademark Clearinghouse consists of two primary functions: (i) the authentication of contact information and validity of trademarks (as defined below) and (ii) the entry of Trademark Records in a database to provide information to the new gTLD registries to support the provision of NORNs (as defined below);
3) Deloitte Enterprise Risk Services (a department of Deloitte Bedrijfsrevisoren BV ovve CVBA) is the company that has been selected by ICANN as the authentication and validation provider for the Trademark Clearinghouse Service;
4) Deloitte Enterprise Risk Services (a department of Deloitte Bedrijfsrevisoren BV ovve CVBA) has entered into an agreement with CHIP to be the entity that shall enter into agreements with Trademark Agents to process requests for registration in the Trademark Clearinghouse.

NOW, THEREFORE

By entering into this Agreement, the Contractor acknowledges that they have reviewed and agreed to the following documents:
- the Conditions of Agreement herein;
- the economic offer relative to the Trademark Clearinghouse Service;
- the Privacy Policy of Register available at the following link: https://www.register.it/company/legal/informativaprivacy/?lang=en

The Contractor also declares to accept to be bound by the following documents:
- The Trademark Clearinghouse Service Guidelines, available at the following link: www.trademark-clearinghouse.com;
- The Dispute Resolution Procedures, available at www.trademark-clearinghouse.com.
- The Privacy Policy of the supplier of the TMCH, available at this link www.trademark-clearinghouse.com.

**Definitions**

"**Trademark Agent**": A natural or legal person that acts on behalf of a Trademark Holder pursuant to this Agreement.
**"Activation (or Activated"):** the registration of a Trademark Record is activated when the request is deemed compliant to the selection requirements indicated in the Trademark Clearinghouse Service Guidelines (that is, it obtains "verified" status in the TMCH User Interface). **"CHIPS.A.",** with registered office at Route d'Esch, 278, 1471, Luxembourg.
**"Contractor"**: the subject who signs the Agreement acting as "Trademark Holder" as defined below, that is, as a subject authorised by the latter to act on their behalf.
**"Database Provider"**: the party appointed by ICANN to manage the central database for the storage of Trademark Records that have achieved Activation.
**"Deactivated"**: a Trademark Record is deactivated when (i) a Trademark Record has not been renewed, (ii) when documentary evidence that has been requested by Deloitte in connection with the Verification Services has not been provided by the Contractor within the deadlines specified in the TMCH Guidelines, or (iii) following the outcome of the Dispute Resolution Procedure.
**"Deloitte"**: Deloitte Enterprise Risk Services (a department of Deloitte Bedrijfsrevisoren BV ovve CVBA) or any Deloitte entity or subcontractor that is providing the Verification Services.
**"SMD file"**: the file that is generated and that shall be given to the Contractor once such registration of the Trademark Record is activated. The SMD file allows the registration of labels related to the Trademark Record within top-level domain extensions during a Sunrise Period if the Registry's policies allow it.
**"Register Group"**: group of Register S.p.A. subsidiaries, operating in Italy under the Register.it brand, accredited by ICANN as Registrar and counterpart in the agreement signed with CHIPS.
**"ICANN"**: the Internet Corporation for Assigned Names and Numbers, a California-based public-benefit non-profit corporation.
**"Automated Interface"**: the Programming interface available to Trademark Agents that allows Register to submit a significant number of entry requests for Trademark Records in the Trademark Clearinghouse and to have access to the Verification Services in an automated way.
**"Clearinghouse User Interface"**: the online web-application that enables Register to, among other things, (i) create and manage, through their account, the contact information of the Trademark Holder and (ii) submit entry requests for Trademark Records to obtain their Verification.
**"Trademark Clearinghouse Guidelines"**: The Trademark Clearinghouse Guidelines specify the eligibility requirements necessary to obtain an SMD file, a necessary condition though not sufficient to be able to participate in Sunrise Periods.

These guidelines establish the type of Trademark Records which may be accepted for entry into the Trademark Clearinghouse database.

**"Register S.p.A.":** Trademark Agent for the Register Group.

**"Not valid** (or "Invalid")": a Trademark Record is deemed not valid ("invalid") when Deloitte determines that the Trademark Record does not meet the Eligibility Requirements (as defined below).

**"Notification of Registered Name"** (NORN): notifications sent to the Contractor during a Sunrise Period or Trademark Claims Period specifying that a Domain Name has been registered that matches a Trademark Record of the Contractor.

**"Trademark Holder"**: owner, licensee or assignee of a trademark or other marks protected by law, national statute or treaty which acts in accordance with the contractual conditions herein.

**"Eligibility Requirements"**: the requirements a Trademark Record must comply with, specified periodically by ICANN, to be entered into the Trademark Clearinghouse as an Activated Trademark Record, as described in the TMCH Guidelines.

**"Verification Services"**: Each Trademark Record shall be verified by Deloitte to check that the information provided is accurate and correct and meets the TMCH Guidelines.

**"Sunrise Period"**: Period of time during which a Registry accepts Domain Name registrations prior to domain registrations becoming publicly available.

**"Fee Schedule"**: the economic offer relative to terms and conditions of payment of the Trademark Clearinghouse Service. They describe the process by which the Contractor shall pay for the submissions of their Trademark Records, within a period of thirty (30) days unless otherwise agreed in writing.

**"Trademark Claims Period"**: period of time following the opening of a top-level domain for publicly available secondlevel Domain Name registration during which Holders of trademarks registered in TMCH are authorised to receive NORNs.

**"Trademark Record"**: the complete and correct set of information provided by the Contractor concerning trademarks accepted by Trademark Clearinghouse.

**I. Representations, warranties, and obligation of the Trademark Holder**

1. Pursuant to the terms of this Agreement, the Contractor appoints Register as Trademark Agent to act on their behalf or on behalf of a Trademark Holder which has previously authorised the Contractor, in relation to the services provided by Register and indicated below. As a Trademark Holder, or on its behalf, as of the date of signing this Agreement and throughout the term of this Agreement, the Contractor agrees the following:

(a). Register is the Trademark Agent authorised by the Contractor to submit Trademark Records on their behalf, for entry in the Trademark Clearinghouse;

(b). upon activation, the Trademark Record may be transferred to the Database Operator to obtain the NORNs;

(c). if permitted, Register has the right to download and use the Contractor's SMD files;

(d). the Contractor is responsible for instructing Register of the information to be entered in the Clearinghouse User Interface, based on which they shall or shall not receive the NORNs (for example, if they opt not to receive NORNs for a certain label linked to a Trademark Record);

(e). the Trademark Record of the Contractor may not be transferred by Register to another Trademark Agent or other third party unless otherwise provided for by this Agreement and/or by the Trademark Clearinghouse Guidelines.

(f). the Contractor authorises Register to grant the Mandatory Licences (as defined below) on its behalf as Trademark Holder and is aware that said Mandatory Licences shall be binding;

(g). the Contractor authorises Register to act on its behalf in relation to the Dispute Resolution Procedures of the Trademark Clearinghouse, and

(h). the Contractor authorises Register to perform any other obligation under this Agreement in accordance with the terms therein. A copy of such authorisation must be provided to Register upon request;

(i). the Contractor declares to have notified any third parties whose Personal Data are communicated to Register and that it has obtained consent for the processing of said data in accordance with the terms of this Agreement;

(j). the Contractor warrants that the information provided by them in relation to the registration of a Trademark Record or in relation to the services provided by Register under this Agreement do not infringe any third-party rights, including (but not limited to) intellectual property rights.

2. The Contractor shall provide contact information that is complete, correct, accurate and reliable, including the email address and shall always keep Register informed regarding any changes to the information and shall ensure such information is up to date. The Contractor acknowledges that Deloitte may, from time to time and at its sole expense, request that the Contractor verifies whether the contact information they have provided is complete, correct, accurate and reliable. Register shall notify the Contractor with reasonable notice, which shall ensure their collaboration in this verification process.

3. The Contractor shall provide Register with correct contact information and keep it up to date so that the correctness of said information may be verified annually. If this is not the case, Register shall contact the Contractor requesting this information be corrected. If Register is unable to contact the Contractor, Register shall suspend the account of the Contractor, who must contact the Company to resolve the issue.

4. Following the submission of a Trademark Record, the Contractor shall promptly provide Register with all information relating to the said Trademark Record until the time at which (a) the registration period of the selected trademark has expired or been renewed, (b) the Trademark Record is deemed Invalid, or (c) the above-mentioned Trademark Record is Deactivated.

5. The Contractor acknowledges that Register only provides the services or the functionalities indicated in this agreement and for their intended purposes.

6. The Contractor has the right to withdraw from this Agreement with a notice of 60 (sixty) days to be sent in writing. In this case, the Contractor is informed that CHIP shall step in and be responsible for providing any further services relative to the Trademark Clearinghouse. The Contractor shall not be entitled to any refund of any fees paid.

7. The Contractor acknowledges and accepts that they shall be directly responsible for the use that third parties – authorised by the Contractor - may implement of their account (for example, employees, agents, customers, or subcontractors) and for the instructions provided by these on the Contractor's behalf.

8. Register shall not transfer, in any form or by any means, the Contractor's Trademark Record to a third party except as contemplated by this Agreement. If the Contractor wishes to transfer their Trademark Record, they must contact Register who shall assist them in this procedure, subject to conditions reasonably applied by it.

**II. Submitting a Trademark Record**

1. The Contractor undertakes to comply with the Trademark Clearinghouse Guidelines and the Dispute Resolution Procedures in force at the time of the individual services.

2. The Contractor shall not submit a Trademark Record if any of the following conditions apply or could apply: (a) some or all information provided by the Contractor is false, deceptive, misleading, inaccurate, incomplete or may infringe any third-party rights;
(b). The Contractor does not have the right to submit a Trademark Record as a Trademark Holder; (c)
the Contractor does not have the necessary funds to submit the Trademark Record.

3. The Contractor agrees that, to the best of their knowledge, the information submitted by Register shall be accurate and correct and that in the event any changes occur during the term of this Agreement or the term of registration of a Trademark Record they shall promptly notify the Company of such change. In the event the Contractor requests a change to a Trademark Record, such as a change to (a) the name of the trademark or Trademark Holder, (b) the status of the Trademark Holder, (c) the jurisdiction or country for protection of the trademark, (e) the classes of goods and services relative to the trademark, (f) the description of goods and services for the trademark, or (g) an order from the Judicial Authority, statute or treaty that affects any of the foregoing (a)-(f), such change may be considered the new registration of the Trademark Record and the Contractor shall be charged a fee for any Verification Services that Deloitte may need to perform. The Contractor expressly acknowledges and accepts that a new SMD file shall be generated following each change of information and the prior SMD file for the registration of the Trademark Record shall be revoked.

**III. Licence**

1. The Contractor, on their own behalf or on behalf of a Trademark Holder, grants Register, Deloitte, ICANN, the Database Provider and any of the said parties' successors or assignees a non-exclusive, non-transferable, nonsublicensable, royalty-free, international licence to use any data submitted by the Contractor, including but not limited to Trademark Records, for the purposes of the Trademark Clearinghouse and this Agreement (a "Mandatory Licence"). The
Mandatory Licence automatically expires if a Trademark Record is deactivated or upon the termination of this Agreement. The Contractor specifically acknowledges and accepts that the Mandatory Licence is necessary for receiving the NORNs. Register, and any other party that has received rights to act under a Mandatory Licence, shall undertake not to use the information provided to them in the Mandatory Licence for purposes other than those established in this Agreement.

**IV. Payment**

1. Upon submitting a registration request for a Trademark Record, Register shall undertake to notify the Contractor of the expenses for each said registration, based on the Fee Schedule. The expenses may be payable in accordance with the terms and conditions indicated in the General Conditions of the Online Brand Protection Agreement.

**V. Expiry and Termination of the Agreement**

1. This Agreement shall be effective from the moment the Contractor accepts this Agreement and shall continue in full force and effect until terminated.

2. In the event of termination of this Agreement other than in the event of a breach, the Contractor must enter into an agreement with CHIP for the continuation of the services provided by this Agreement within thirty (30) days, otherwise the Trademark Record shall be deactivated. Register shall not be held liable for any losses or damages incurred by the Contractor as a result of the termination of this Agreement for any reason, with the exception of cases of wilful misconduct and gross negligence directly attributable to Register.

3. If all registered Trademark Records submitted by the Contractor have either (a) been deactivated, (b) been transferred under its control or the control of the Trademark Holder, or (c) been declared invalid, Register may terminate this Agreement.
4. Register shall have the right to terminate this Agreement if the Contractor is in default and fails to remedy the situation within thirty (30) days of receipt of written notice sent by Register, notwithstanding Register's right to suspend the Contractor's account with immediate effect. The Contractor acknowledges and accepts that ICANN may be notified of this suspension and of the reasons for the suspension, as well as the procedures for the reactivation of the Service.

**VI. Representations and Warranties** Register
represents and warrants that:
1. Register operates under a valid agreement with CHIP, and that Deloitte is party to an agreement with ICANN, which allows Register to enter into this agreement and to provide the services indicated herein.
2. All registrations of Trademark Records properly submitted through the Clearinghouse User Interface shall be reviewed by Deloitte through the Verification Services.
3. If a Trademark Record is registered with Register for a period longer than one year, Deloitte shall re-verify registration of the Trademark Record annually for the entire term of its registration at no additional charge.
4. Register shall keep the Contractor informed regarding the reasons for which Deloitte may have decided that a registration of a Trademark Record cannot be verified or is declared invalid.
5. If the Contractor decides to participate in a Sunrise Period and their Trademark Record conforms to the specific requirements indicated in the Clearinghouse Guidelines, Deloitte shall generate an SMD file for each Trademark Record, which shall be delivered to the Contractor.
6. Following the receipt of a NORN by the Database Provider relative to the registration of a second-level domain corresponding to a certain label linked to a Trademark Record, the relevant NORN shall be forwarded to the Contractor. The Contractor, with this Agreement, assumes responsibility for notifying Register of any further action required. The Contractor acknowledges and accepts that it is not possible to guarantee that the electronic transmission of data is totally secure, virus-free or without error and hence such transmissions may be intercepted, tampered with, lost, destroyed, delayed, or rendered unusable. The Contractor acknowledges that no system is able to eliminate these risks completely and hence accepts the said risks authorising Register, CHIP and Deloitte to use electronic communications; each Party undertakes to use any reasonable means available to detect and eliminate the most widely known viruses before sending information via electronic means. Regarding electronic communications, each Party shall be responsible for the protection of its own systems and interests and neither party shall be held liable in any manner or form (whether on contractual or criminal terms, including negligence) for any loss, error or omission resulting from the use of electronic communications between the parties.

**VII. Limitations of Liability**
1. Unless otherwise stated in this Agreement, neither Register, CHIP, Deloitte, ICANN nor the Database Provider or any of their successors or assignees shall be liable to the Contractor and/or third parties for any direct or indirect, special, incidental, punitive or consequential damages, including but not limited to loss of business opportunity, business interruption, loss of profits or costs of procurement of substitute goods or services, resulting from or relating to the Trademark Clearinghouse or this agreement, under any theory of liability even in the case in which the Contractor or third parties have been advised of the possibility of such damages. The sole remedy for claims arising from or relating to the Verification Services shall be through the procedures specified in Article XI below.
2. Except for the warranties expressly mentioned herein, this Service is provided on an "as is" and "as available" basis, and Register disclaims any and all warranties, conditions, or representations (express, implied, oral or written) relating to this Agreement or to the Trademark Clearinghouse or to any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness of the Service for a particular purpose. Register does not provide warranties covering damages which may be caused by the transmission of a computer virus, worm, or other such computer program. Furthermore, Register expressly disclaims any warranty or representation towards the Contractor or third parties.
3. The Contractor shall undertake to indemnify and hold Register, CHIP, Deloitte, ICANN and the Database Provider and all their successors and assignees harmless against any type of damage, interest, compensation or cost of any investigation, litigation or settlement (including any reasonable attorney's fees or other type of legal costs) which may arise or result from (a) a breach of this Agreement, (b) any incorrect or fraudulent use of the Clearinghouse Trademark, (c) allegations of intellectual property infringement from third parties, or (d) incorrect or outdated information submitted by the Contractor and maintained within the Trademark Clearinghouse. Nothing in this Agreement shall be deemed to limit either party's liability to the other in so far as such liability may not be limited by law.

**VIII. Intellectual Property Rights**

Both the Contractor and Register acknowledge and accept that the information provided in the registration of Trademark Records predominantly comprises information owned or provided by Trademark Holders and information that is in the public domain (e.g. trademark registration numbers) and that any rights over the underlying trademarks remain solely owned by the Trademark Holder. Register represents and warrants that it shall not disclose or use any Trademark Record information for any purpose other than providing the services envisaged by this Agreement or as required by law. The Contractor agrees that, even following the termination of this Agreement and the corresponding termination of the Mandatory Licence, Register and CHIP may retain copies of all information provided to them by the Contractor under this Agreement for the period of time allowed by the applicable laws.

**IX. Data Privacy and Processing of Personal Data** 1. "Personal Data" refers to data provided to Register by the Contractor regarding any identified or identifiable natural person, or as otherwise specified by applicable law.

2. Register and the Contractor acknowledge and accept that, in the context of the services envisaged by this Agreement, personal data shall be exchanged by and between: the Contractor, Register the controlling company and their subsidiaries, CHIP, Deloitte, the Database Provider, ICANN, the registries, registrars and registrants of Domain Names.

3. Register and the Contractor agree that any personal data sent by the Contractor and received and processed by Register in the context of the Trademark Clearinghouse shall be treated in accordance with applicable privacy laws and Register shall take all appropriate organisational and technical measures to ensure such compliance. Register shall undertake to only collect, process and share (a) the personal data which is necessary for the purpose of providing the Contractor with access to the Trademark Clearinghouse, (b) any personal data relating to the registration of a Trademark Record, (c) any personal data necessary to allow the Contractor to use the Trademark Clearinghouse, (d) any personal data necessary to allow Register and the Contractor to manage the Contractor's account or otherwise allow the Company to provide the services, (e) any personal data that is necessary to allow Deloitte to perform the Verification Services, (f) any personal data that is necessary to allow the Database Provider to provide NORNs, (g) any personal data that is necessary to allow registries and registrars to notify prospective Domain Name registrants that the Domain Name the prospective Domain Name registrant has requested matches a Trademark Record during a Sunrise Period or Trademark Claims Period, and (h) any personal data that is necessary to allow ICANN to maintain the continuation of the Trademark Clearinghouse. Register shall not process personal data in a way that is inconsistent with the above-mentioned purposes. The Contractor acknowledges and accepts that the personal data they provide to Register shall be transferred to CHIP, Deloitte, ICANN, the Database Provider, the registries, registrars, Domain Name registrants and their respective subcontractors and affiliates for the provision of services indicated in this Agreement, including transfers of said personal data in connection with the entry of Trademark Records in the database operated by the Database Provider. If the Contractor does not provide the minimum amount of personal data required and does not consent to the transfer of such data, Register shall not be able to provide all the services envisaged by this Agreement.

4. If the Contractor resides outside of the United States and provides personal data for submission to the Trademark Clearinghouse User Interface, the Contractor's information shall be handled in accordance with this Agreement. By providing Register with personal data, the Contractor may find themselves transferring personal data to the Company, CHIP, Deloitte, ICANN, the Database Provider, registries, registrars, Domain Name registrants and to their respective subcontractors and affiliates located in another jurisdiction in which data protection measures other than those in force in the Contractor's country may apply, including, but not limited to, the United States. However, the Contractor consents to the collection, transfer, and processing of personal data by Register in accordance with this Agreement and limited to the purposes envisaged herein. If the Contractor acts on behalf of a Trademark Holder, the Contractor accepts that it is solely responsible for the compliance of the data provided to Register regarding any applicable data protection or privacy obligations within its jurisdiction.

5. Any person who shall have access to information provided shall be obliged to comply with the applicable rules on personal data protection.

**X. Notices**

1. All communication between the Parties shall, to the extent possible, imply the acceptance of this Agreement and, except as otherwise agreed upon between the Parties, be handled electronically.

2. It is not possible, however, to guarantee that electronic data transmission is totally secure, virus-free or without error and hence such transmissions may be intercepted, tampered with, lost, destroyed, deleted, or rendered unusable. The Parties hereby acknowledge and accept that no systems or procedures can wholly prevent such risks.

3. The Parties hereby confirm that they accept these risks, duly authorise the use of electronic communications and agree to use commercially reasonable means to detect the more widely known viruses prior to sending information by electronic means. Each party shall be responsible for the protection of its own systems and interests as far as electronic communications are concerned, and neither of the two Parties shall be held liable in any way, whether on a contractual, criminal (including negligence) or any other basis, for any loss, error or omission resulting from or relating to the use of electronic communications between the Parties.

**XI. Dispute Resolution**

In the event a dispute arises between the Parties out of or relating to the provision of Verification Services, said dispute shall be handled in accordance with the Dispute Resolution Procedures.

**XII Referral**

For anything not expressly envisaged in this Annex, please refer to the provisions of the General Conditions of Online Brand Protection Service.

## Annex 4

## Special Service Conditions: DPML Block Service Order

This DPML Block Service Agreement (this "Agreement") is by and between You ("Customer") and Register S.p.A. ("Register", "we", "us") and it shall be effective starting on the date of the Client's acceptance of the present Agreement ("Effective Date").
This Agreement, which incorporates by reference the DPML Terms and Conditions (the "Terms and Conditions"), sets forth the general terms and conditions for the service preventing registration of certain second-level domain names ("SLDs") in all top-level domains ("TLDs") owned and operated by Donuts, or its affiliates (each a "DPML Block" and collectively, the "DPML Service"). Customers acceptance of this Agreement signifies that it has read, understand, acknowledge and agree to be bound by this Agreement and by the DPML Policies, including for the avoidance of doubt the DPML Pricing annex.. Capitalized terms used but not defined herein have the meanings assigned to them in the Terms and Conditions.
Customer is advised that the TLDs for which Customer may activate the DPLM Service and the relative prices are those indicated in the commercial offer that will be sent via e-mail to Customer by Register.

1 DPML SERVICE.

1.1 Scope and Applicability

This Agreement, offers to Register Customers, (in collaboration with Donuts Inc), the ability to prevent the registration of certain SLD's by third parties in all top-level domains owned and operated by Donuts or their affiliates.
These DPML Terms and Conditions, together with the DPML Service Agreement and DPML Policies, set forth the complete terms of use, rules, processes, and procedures governing the Application for and use of DPML Blocks for all TLDs then owned and operated by Donuts .
Register may amend in its sole discretion the terms and conditions in this agreement at any time without prior consent by posting the Customer the amended terms and conditions in this Agreement and any new, different or additional features will automatically be subject to these terms and conditions. Your continued use of the Services after any such change to these terms and conditions shall constitute your acceptance of these changes.
DPML Applicants with one or more SMD Files will have the opportunity to submit DPML Applications. DPML Blocks may only be used on SLDs that correspond to the String(s) present in the DPML Applicant's SMD File. DPML Blocks are available initially for one year for all TLDs owned and operated by Rightside and for five (5) to ten (10) years for all TLDs owned and operated by Donuts and may be renewed in yearly increments for up to a maximum DPML Block period of ten (10) years.

1.2 Defined Terms

AUP means the Registry's policy regarding acceptable use and anti-abuse of its Services, as may be amended from time to time, located at the Registry Website.
Available Domain Names means a Domain Name that is not already registered or a Reserved Domain Name.
Available SLDs are SLDs that have not been blocked, reserved, registered, awarded, or otherwise previously allocated by a Registry prior to that receipt of an Application for a DPML Block.
Confidential Information means any non public information that relates to the actual or anticipated business, research, or development of the Registry and any proprietary information, trade secrets, and know how of the Registry that is disclosed to Customer by the Registrar, directly or indirectly, in writing, orally, or by inspection or observation of tangible items. Confidential Information includes, but is not limited to, the Terms and Conditions, research, product plans, products, services, customer lists, development plans, inventions, processes, formulas, technology, designs, drawings, marketing, finances, and other business information.
Customer": means a person, firm or company who purchases Services from Register;
Domain Name means domain name in and maintained by a Registry's database consisting of at least the SLD and TLD together, separated by a dot (e.g., "second.top").
Donuts means Donuts Inc. and its affiliates.
Rightside means Rightside Operating Co. and its affiliates.
DPML Policies means the rules, protocols, policies or procedures, adopted and/or amended from time to time by Donuts that the Customer declares to know and to comply with. Details of such policies should be reviewed periodically by the customer at http://www.donuts.co/policies/ or http://rightside.co/rightside-registry/registrar-overview/policies/ Donuts Website means www.donuts.co or any other URL directed from such website.
Rightside Website means www.rightside.co or any other URL directed from such website.

DPML or Domain Protected Marks List means the service that blocks certain SLDs from Registration across Registries pursuant to the Terms and Conditions.

DPML Applicant means a natural person, company, or organization submitting a DPML Application.

DPML Application means a complete, technically correct request for a DPML Block, which complies with all the respective requirements provided for in these Terms and Conditions, submitted by a DPML Registrar.

DPML Block means the block, under these Terms and Conditions, preventing the Registration of a SLD across all TLDs then owned and operated by Donuts (e.g., a DPML Block for "second" will generally block that SLD from being registered in a Domain Name in participating TLDs, such as "second.top").

DPML Block Request is a request submitted by a DPML Registrar on behalf of an Applicant who desires to block from registration names contained within the SMD File.

DPML Registrar means an entity authorized by Donuts to sell DPML Blocks on its behalf.

ICANN means the Internet Corporation for Assigned Names and Numbers.

ICANN Requirements means all applicable ICANN policies, including the Registry Agreement.

IDN means Internationalized Domain Name.

Override means, consistent with the Terms and Conditions, the Registration of a Domain Name where a DPML Block currently exists by a Registrant holding an SMD File that contains the SLD String that exactly matches the SLD String in the applied- for Domain Name.

Premium Name is a Domain Name designated by a Registry, in its sole discretion, for non-standard pricing. Registered Name means a Domain Name that has been registered in and is maintained by a Registry.

Registrant means the Registered Name holder.

Registrar means a Domain Name registrar sponsoring an applicant for a Registration that is (i) accredited by ICANN and (ii) has entered into a Registry- Registrar Agreement with a Registry.

Registration means a Domain Name and its associated information (e.g., WHOIS data) submitted by a Registrar that has been accepted by a Registry.

Registry means a TLD domain name registry owned and operated by Donuts .

Registry Agreement means the Registry Agreement between Registry and ICANN for the operation of the TLD, as amended from time to time, and as posted on the ICANN website.

Registry-Registrar Agreement is the agreement between a Registry and certain Registrars, as amended from time to time.

Reserved Domain Name means a Domain Name that has been set aside by a Registry pursuant to the terms and conditions of such Registry.

RFC means the Request For Comment specifications located at www.ietf.org.

Second Level Domain or SLD means second level domain, representing the String to the left of the dot preceding the TLD (e.g., in the Domain Name "second.top", "second" is the SLD).

SMD File is the file issued by the TMCH proving that the TMCH application data for one or more TMCH-eligible terms-typically a trademark--have been successfully validated and entered into the TMCH database.

Shared Registration System or SRS means the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrars to provision objects for the purpose of applying for, registering, modifying and maintaining Registrations and allows DPML Registrars to provision objects to apply for, register, modify and maintain DPML Blocks.

String means a series of alphanumeric characters, including dashes when not preceding or finishing the alphanumeric character set. For purposes of clarity only, this includes Punycode conversions of IDNs.

Sunrise means the period of time noted by a Registry's terms and conditions.

Sunrise Registration means a Domain Name Registration resulting from an approved Sunrise Application.

Terms and Conditions means this document, including the annexes, as may be amended from time to time.

TMCH means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks.

TMCH Guidelines means the then effective guidelines found at http://www.trademark-clearinghouse.com.

TLD means top-level domain, representing the String to the right of the dot (e.g., in the Domain Name "second.top", ".top" is the TLD).

UDRP means ICANN's Uniform Dispute Resolution Process, as applied and amended.

URS means ICANN's Uniform Rapid Suspension System.

"We", "us" is referred to as Register S.p.A.

WHOIS means the publicly available and transaction-oriented query/response protocol specified by RFC 3912 used to provide identifying information regarding Registrants on the Internet.

The headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.

Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.

The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of this Agreement.

All references in this Agreement to Articles, Appendices and Schedules are to the articles, appendices and schedules to this Agreement unless otherwise stated

1.3.1 DPML Block Creation

It can only be created or modified a DPML Block of a String insofar and to the extent that:

. a) The String meets the criteria in Section 1.3.2 below;

. b) The String and the information contained in the DPML Customers request meet the requirements in the Terms and Conditions;

. c) The String is not already under DPML Block;

. d) The String in the SMD File either: (i) exactly matches the applied-for SLD, or (ii) is contained in the appliedfor SLD (e.g., if the String "sample" is in the SMD File, a DPML Block may be applied for any of the following SLDs: "sample", "musicsample", "samplesale", or "thesampletest");

1.3.2 DPML Block Requirements

We will not accept a DPML Application unless the applied-for SLD meets applicable requirements as defined in RFC 1035, RFC 1123, and RFC 2181, including the following technical and syntax requirements:

. a) The SLD must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens; .

b) The SLD cannot begin or end with a hyphen;

. c) For DPML Blocks in IDNs, blocked SLDs must be in the languages Donuts offer and support as specified on the Donuts Website found at donuts.co Website found at rightside.co;

. d) The SLD can only have two consecutive hyphens (--) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in (c) above;

. e) The SLD cannot exceed 63 characters; and

. f) The TMCH-eligible term in the SMD File must contain at least three characters.

1.3.3 Authentication of DPML Block Requests

A DPML Block will not be processed until we, Donuts have validated the SMD File and the Customer has paid the applicable fee, unless a agreement is already in place with Register for payment terms.

1.3.4 DPML Block Exceptions DPML

Blocks will not apply to:

. a) Reserved Domain Names, though the SLD may be blocked in some TLDs where the SLD is not a Reserved Domain Name; or

. b) Registered Names. 1.3.5

DPML Block Behavior DPML

Blocks:

. a) Will be published to WHOIS and provide information for the DPML Block holder of any SLDs under DPML Block;

. b) Will not result in a Domain Name that resolves on the public Internet;

. c) Are subject to periodic review by Donuts to verify that the applicable TMCH entry remains valid; . d) Will be applied, at no additional cost, to SLDs that were not available at the time of a DPML Block, but that later change to Available SLDs;

. e) Will be applied, at no additional cost, to Domain Names that are no longer categorized as Reserved Domain Names;

. f) Will be applied, at no additional cost, to TLDs that are later owned and operated by Donuts ;

. g) May, at Donuts option, cease to be applied to TLDs that are no longer owned and operated by Donuts; .

h) Are subject to Override.

1.3.6 Overrides

An applicant for a Registration with a String in its SMD File that exactly matches the SLD under DPML Block may Override the existing DPML Block and purchase a Registration for a Domain Name containing that SLD.

Please note: We, Donuts may, but are not obligated to, revoke all or part of a DPML Block if the underlying TMCH entry for the SMD File is no longer valid.

1.3.7 Application Content

Application Content. For each DPML Application submitted by the Customer, in addition to complying with this Agreement and Specification 4 of the New gTLD Registry Agreement (as attached to ICANN's gTLD Applicant Guidebook, Version 2012-06-04), the Customer shall also provide the following:

. Name of DPML Block holder (must match name from SMD file generated by valid trademark in TMCH)

. SLD requested to be put under DPML Block;

. The corresponding SMD File as issued by the TMCH;

. Name of DPML Block holder's representative submitting the DPML Block Application, including administrative and technical contact, street address, country and postal code, email address, telephone number and fax number; . The requested DPML Block period (one year f TLD's or five to ten years for Donuts TLD's), or if a renewal, the requested renewal period (one (1) year up to a maximum period of ten years); . and the corresponding DPML Block Request fee.

1.4 Customer obligations

When submitting DPML Applications, or when modifying any DPML Block, the Customer represents and warrants

a) that the DPML Application or DPML Block contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;

b) to grant to our company, Donuts, and its contracted parties a fully paid, nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable license and approval to host, cache, copy, display Application Content to WHOIS or report publicly, in whatever method or format, for the purpose of and in conjunction with effectuating the DPML Service;

c) that the DPML Application does not violate applicable license agreements, laws, regulations, or rights of any third party;

d) that the Application Content is and will remain accurate, current and complete throughout the applicable DPML Block period, and that If we / Donuts has reason to believe that the Application Content is untrue, inaccurate, out-of-date or incomplete, after providing five (5) days notice to correct such information or give reasonable assurance to us / Donuts of such information's accuracy, we / Donuts reserve the right in our sole discretion to deny or cancel the underlying DPML Block;

e) that we / Donuts , in our discretion, may temporarily suspend the DPML Service to minimize threats to the operational stability and security of the DPML Block databases and the registries owned and operated by Donuts ; provided, however, that a suspension of the DPML Service will not allow registrations to occur for SLDs under DPML Block that would not otherwise be permitted by the DPML Policies when the DPML Service is fully operational;

f) that the modification or cancellation of any DPML Blocks in accordance with the DPML Policies will not result in any refund of any DPML Block fees; and

g) that the Customer will not misrepresent the source of any Application Content, including without limitation using a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any information provided by Customer;

1.5 Donuts or Rightiside' Rights regarding DPML Applications

The Customer acknowledges and agrees, that we, Donuts shall be entitled but not obliged to reject a DPML Block, or to delete, revoke, cancel or transfer a DPML Block:

. a) To enforce DPML Policies and ICANN Requirements, each as amended from time to time;

. b) That is not accompanied by complete and accurate information as required by ICANN Requirements or DPML Policies or where required information is not updated or corrected as required by ICANN Requirements and/or Donuts Policies;

. c) To protect the integrity and stability of the SRS or the operation or management of the Registries owned and operated by Donuts ;

. d) To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority or any dispute resolution; or

. e) To establish, assert, or defend the legal rights of us, orDonuts, or a third party or to avoid any actual or potential civil or criminal liability on the part of or damage to us, orDonuts, or their affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;

. f) To correct mistakes in connection with a DPML Block;

g) If Donuts receive notice that the SMD File is under dispute;

1.6 DPML Block Period

Each DPML Application or DPML Block renewal incurs a non-refundable one-time fee based on the requested duration of the DPML Block, which must be one (1) for TLDs owned and operated by Rightside and for five (5) to ten (10) years for all TLDs owned and operated by Donuts. Unless otherwise terminated or subject to an Override, DPML Blocks will expire on the same day of the month within which the DPML Block was created unless it was created on February 29, in which asset it will expire on March 1. DPML Blocks may be renewed in annual increments from one (1) to ten (10) years with a maximum DPML Block period of ten (10) years.

1.7 Notification

By submitting a DPML Application, DPML Customer represents and warrants that we are authorized to share information relating to DPML Applicant and its DPML Application. If DPML Applicant proceeds with a DPML Block, such DPML Applicant will be deemed to be on notice of the intellectual property rights of others in the TMCH.

It is not our obligation to notify the Customer in advance of the termination or expiration (for any reason) of a DPML Block.

1.8 Fees and Payment

The fee shall be paid to Register by the Customer for each DPML Block Request with the minimum five-year term, and additional fees per year for any additional or renewal years are set out in the Annex "DPML Pricing". Register reserves the right to adjust the fees at any time so long as the Customer receives five (5) days prior notice from us.

If the Consideration is paid late, interest will be owed at the rate in the General Terms of Service without having to place the Customer in default, and without prejudice to the right of Register to indemnification for any greater damages and all other remedies envisaged by law or the Agreement.

We will not accept a DPML Block, and will not renew a DPML Block at the end of the applicable term, unless we have received payment in full from the Customer. DPML Blocks, or names that result in a DPML Blocks, will only expire, be terminated or otherwise released in accordance with DPML Policies and ICANN Requirements.

1.9 Reserved SLDs

Donuts may reserve at any time certain SLDs from DPML Block, including, without limitation, SLDs:

. a) Reserved for operations and other purposes, including without limitation certain Premium Names, which Donuts may change from time to time.

. b) Reserved or restricted to comply with applicable ICANN Requirements or DPML Policies, including those reserved for certain third parties.

. c) Still pending, in process, or otherwise not available, such as Domain Names that are still pending processing of Sunrise Registration.

. d) That are already under Registration or subject to an active DPML Block, unless an exception applies (e.g., Override).

1.10 DPML block availability

The Customers can query the Donuts database to determine DPML block availability.

1.11 Availability and Outages

Customer acknowledges and agrees that from time to time the DPML Service may be inaccessible or inoperable for any reason including, but not limited to: (i) equipment malfunctions; (ii) periodic maintenance, repairs or replacements that Donuts / Rightside / we undertake from time to time; or (iii) causes beyond reasonable control or that are not reasonably foreseeable including, but not limited to interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Registrar acknowledges and agrees that we / Donuts / Rightside has no control over the availability of the DPML Service on a continuous or uninterrupted basis, and that we / Donuts and its subcontractors assume no liability to the Customer or any other party with regard thereto.

1.11 Term and termination

. 1.11.1 Term. The term of this Agreement is from the signature of the Agreement and shall continue in effect until the last SLDs has expired in the DPML data base.

. . Termination. We may immediately terminate the Agreement if the Customer :

. commits a material breach of any of its obligations under this Agreement which is incapable of remedy; . commits a material breach of any of its obligations this Agreement and the breaching party does not remedy the breach within 5 (five) days after receiving a written notice to remedy such breach.

. if the other party is placed in liquidation, either voluntarily or not, is declared bankrupt, or is subjected to any form of formal insolvency proceeding in the jurisdiction in which it is established or is deemed unable to pay its debts by courts in any jurisdiction.

Provided the above, anyway we may terminate, at any time and for any reason, this Agreement thirty (30) days after we send notice of termination via mail or email, at our option, in accordance with the Account information you have provided. Following notice of termination, you must transfer your DPML Block(s) to another eligible registrar within such thirty (30) day notice period or risk that we may delete your Account.

2. Preventing Abuse

We and Donuts reserve the right to review WHOIS records to verify contact information of DPML Block holders. It is the responsibility of the DPML Customer to ensure that, if an approved proxy service is used, the DPML Block holder operating the DPML Block has provided truthful and complete credentials to the DPML Registrar, as the case may be. Customers agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including without limitation the AAP, the URS, and the UDRP.

DPML Block holders found to have repeatedly engaged in abusive registrations or practices, their agents or parties determined to be acting in concert therewith, may, at our or Donuts or Rightiside discretion, be disqualified from maintaining any current or future Registrations or DPML Blocks in any Registry. 3 Amendments

We may amend this Agreement from time to time, which amendments will take effect at the time they are published on our Website or notifies to your e-mail address.

If any part of this Agreement is found invalid or unenforceable for any reason, the remainder of the Agreement shall be valid and enforceable as if such provision was not included therein. The invalid provision shall be substituted for any such provision that, to the extent legally possible, comes nearest to the sense and purpose of the this Agreement.

4 Limitation of Liability

To the extent permitted under governing law, we or Donuts shall only be liable in cases of proven willful misconduct or gross negligence. In no event we or Donuts shall be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to DPML Blocks, or use of the SRS, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by Donuts to apply a DPML Block or not on the basis of information from the TMCH. To the extent allowed under applicable law, our and Donuts aggregate liability for damages shall in any case be limited to the amounts paid by the Customer in relation to the DPML Application. The Customer agrees, that no greater or other damages may be claimed from our company or Donuts . The Customer further agrees, to submit to a binding arbitration for disputes arising from the application of DPML Blocks.

The parties specifically acknowledge and agree that any cause of action brought by the Customer arising out of or related to this Agreement must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently waived. The Customer agrees to hold our company and Donuts harmless from claims filed or disputes initiated by third parties, and that the Customer shall compensate our company or Donuts for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the DPML Application infringes the rights of a third party. 5 Indemnification.

The customer agrees to protect, defend, indemnify and hold harmless Register the other, and such party's officers, directors, employees, affiliates, subcontractors and agents (collectively, the "Indemnified Parties"), from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by Register, directly or indirectly, arising from violation of any provision of this Agreement or the DPML Policies. The indemnification obligations under this Section shall survive any termination or expiration of this Agreement or use of the DPML Service.

6 Disclaimer

WE / DONUTS WARRANT THAT WE WILL PROVIDE THE DPML SERVICE WITH REASONABLE CARE AND SKILL.

WE / DONUTS DO NOT WARRANT UNINTERRUPTED, SECURE OR ERROR-FREE OPERATION OF THE DPML SERVICE, OR THAT IT WILL BE ABLE TO PREVENT THIRD PARTY DISRUPTIONS OF THE DPML SERVICE OR RELATED SERVICES OR THAT IT WILL CORRECT ALL DEFECTS.

SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, WE / DONUTS MAKE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE DPML SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NONINFRINGEMENT.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS OR AGENTS WILL CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THE DPML SERVICE, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMERS CONTAINED IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

7 Determinations Final

The determinations of Donuts, Rightside and the TMCH regarding any Applications, DPML Applications, Registrations, or DPML Blocks shall be final and non-appealable; provided, however, that such determination will not affect rights the Customer may have under applicable law or ICANN policies. Details of the Donuts DPML dispute resolution policy can be found at http://www.donuts.co/policies/sunrise-and-dpml-dispute-resolution-policy/ or http://rightside.co/policies/Rightside_SunriseDPML_DRP.pdf 8 GENERAL.

8.1 Assignment. Customer may not voluntarily or by court order (i) assign any of its rights under this Agreement, whether by contract, operation of law, merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or otherwise, or (ii) delegate any of its obligations under this Agreement or its performance in satisfaction of any conditions to any obligations of the other party under this agreement. Any assignment or delegation in breach of this

Section will be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
8.2 No Third Party Beneficiaries. Except as expressly set forth in this Agreement, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.
8.3 Compliance with Applicable Law. Customers use of the DPML Service, including any Application Content submitted, will comply with this Agreement, DPML Policies, and all applicable local, state, national and international laws, rules and regulations.
8.4 Interpretation. The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each representation or warranty in this Agreement shall be construed for all purposes to be a separate and independent agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.
8.5 Electronic Notice. To the extent permissible under applicable law, the parties consent to the use of electronic means, which for the avoidance of doubt includes e-mail to send and receive communications in connection with this Agreement, and such communications are acceptable as a signed writing.
8.6 Survival. Any terms of this Agreement that by their nature extend beyond the termination of Services remain in effect until fulfilled, and apply to both parties' respective successors and assignees.
If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or partprovision under this clause shall not affect the validity and enforceability of the rest of this agreement.
8.7 If [one party gives notice to the other of the possibility that] any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
8.8 Governing Law. This Agreement and any dispute (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) relating to it shall be entirely governed and construed in accordance with the laws of Italy.
The Courts of Florence shall have exclusive jurisdiction over all disputes or claims arising out of or relating to this Agreement
8.9 Entire Agreement. This Agreement and the DPML Policies represent the entire agreement and understanding between Customer and Us / Donuts concerning access to the SRS for the application, renewal or termination of the DPML Service, and it supersedes any prior agreements or understandings, whether written or oral, relating to such purposes. Should the Agreement and the DPML Policies conflict in any way, the terms of DPML Policies will govern.

## Annex 5

## Special Service Conditions: DPML PLUS Block Service Order

### DPML PLUS BLOCK SERVICE ORDER

This DPML Plus Order (this "Agreement") is by and between you ("Customer") and Register S.p.A. ("Register", "we", "us") and it This contract shall be effective starting on the date of the client's acceptance of the present Agreement (the "Effective Date").
This Agreement, which incorporates by reference the DPML Plus Terms and Conditions (the "Terms and Conditions"), sets forth the general terms and conditions for the service preventing registration of certain second-level domain names ("SLDs") in all top-level domains ("TLDs") owned and operated by Donuts or its affiliates (each a "DPML Plus Block" and collectively, the "DPML Service"). Customer's acceptance of this Agreement signifies that he/she has read, understand, acknowledge and agree to be bound by this Agreement and by the DPML Policies, including the DPML Pricing annex. All capitalized terms used, but not defined herein, shall have the meaning as set forth in the Terms and Conditions.

**DPML Plus**
DPML Plus is a new service offered under the Agreement, as modified by this Addendum,
that consists of:

a. One 10-year initial block that prevents registration of eligible exact-match SLD in TLDs owned and operated by Donuts, regardless of whether the SLD is priced as premium or standard (the "Primary DPML Plus Label"); and

b. Three additional DPML Plus blocks for labels that contain, or are misspellings of, the Primary DPML Plus Label (each a "Secondary DPML Plus Label"), included at no additional cost.

c. The ability to block more than 3 Secondary DPML Plus Labels for an additional cost as providing in the commercial offer attached DPML Plus blocks include the following features:

- SLDs blocked by DPML Plus will not be subject to overrides by any third parties, including any that may own the same mark; and
- DPML Plus block holder will not pay override fees for its associated SLDs that it may choose to register.

**DPML Plus Availability**

Register will offer DPML Plus until 31 December 2016, or as otherwise stated by the provider in writing (the "DPML Plus Availability").

**DPML Plus Application Content**

Each DPML Plus application submitted must be in compliance with the DPML Plus Terms and Conditions attached hereto, and contain the following:

a. Name of DPML Plus applicant (must match the name from the SMD File).

b. SLD requested to be put under DPML Plus that exactly matches a valid SMD File issued by the TMCH that will become the Primary DPML Plus Label.

c. The corresponding SMD File for the Primary DPML Plus Label;

d. Secondary DPML Plus Labels that either:

i. contain the applied-for Primary DPML Plus Label, or ii. are confusingly similar misspellings of the Primary DPML Plus Label.

e. Name of DPML Plus block holder's representative submitting the DPML Plus application, including administrative and technical contact, street address, country and postal code, email address, telephone number and fax number.

**Customer is advised that the TLDs for which Customer may activate the DPLM Plus Service and the relative prices are those indicated in the commercial offer that will be sent via e-mail to Customer by Register.**

## 1. DPML SERVICE

**1.1 Scope and Applicability**

These DPML Plus Terms and Conditions, together with the OBP agreement in place, and Donuts Policies http://www.donuts.domains/policies , set forth the complete terms of use, rules, processes, and procedures governing the Application for and use of DPML Plus.

**Register in its sole discretion may amend the DPML Plus Terms and Conditions from time to time.**

DPML Plus blocks are available initially for a ten (10) year period and may be renewed in yearly increments thereafter.

**1.2 Defined Terms**

a) **Domain Name** means a domain name in and maintained by a Registry's database consisting of at least the SLD and TLD together, separated by a dot (e.g.,"second.top").

b) **Donuts Website** means www.donuts.domains or any other URL directed from such website.

c) **DPML Plus** means the service that blocks one exact-match SLD and three or more secondary labels from Registration across Registries pursuant to these DPML Plus Terms and Conditions.

d) **DPML Plus Applicant** means a natural person, company, or organization submitting a DPML Plus Application.

e) **DPML Plus Application** means a complete, technically correct request for DPML Plus made with Donuts, which complies with all the respective requirements provided for in these DPML Plus Terms and Conditions, submitted by a DPML Registrar (Register ).

f) **DPML Plus provided by Register** means an entity authorized by Donuts to sell DPML Plus on its behalf.

g) **ICANN** means the Internet Corporation for Assigned Names and Numbers.

h) **ICANN Requirements** means all applicable ICANN policies, including the Registry Agreement.

i) **IDN** means Internationalized Domain Name.

j) **Label** means a part of a domain name to the left of the 'dot', e.g. for a domain name "sample.TLD", the Label would be "sample".

k) **Override** means the Registration of a Domain Name where a DPML Plus block currently exists.

l) **Primary DPML Plus Label** means an SLD that exactly matches with a valid SMD File issued by the TMCH. m) **Registrant** means the Registered Name holder.

n) **Registrar** means a Domain Name registrar sponsoring an applicant for a Registration that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with a Registry.

o) **Registration** means a Domain Name and its associated information (e.g., WHOIS data) submitted by a Registrar that has been accepted by a Registry.

p) **Registry** means a TLD domain name registry owned and operated by Donuts.

q) **Registry Agreement** means the Registry Agreement between Registry and ICANN for the operation of the TLD, as amended from time to time, and as posted on the ICANN website.

r) **Registry-Registrar Agreement** is the agreement between a Registry and certain Registrars, as amended from time to time.

s) **RFC** means the Request For Comment specifications located at www.ietf.org.

t) **Second Level Domain or SLD** means second level domain, representing the Label to the left of the dot preceding the TLD (e.g., in the Domain Name "second.top", "second" is the SLD).

u) **Secondary DPML Plus Label** means an additional SLD that contains, or is a misspelling of, the Primary DPML Plus Label.

v) **SMD File** is the Signed Mark Data file issued by the TMCH proving that the TMCH application data for one or more TMCH-eligible terms-typically a trademark-have been successfully validated and entered into the TMCH database. The SMD file contains the mark record, mark holder, and classifications.

w)**Shared Registration System or SRS** means the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrars to provision objects for the purpose of applying for, registering, modifying and maintaining Registrations and allows DPML Registrars to provision objects to apply for, register, modify and maintain DPML Blocks.

x) **TMCH** means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks.

y) **TMCH Guidelines** means the then effective guidelines found at http://www.trademark-clearinghouse.com.

z) **TLD** means top-level domain, representing a domain name to the right of the dot (e.g., in the Domain Name "second.top", ".top" is the TLD). aa) **UDRP** means ICANN's Uniform Dispute Resolution Process, as applied and amended. bb) **URS** means ICANN's Uniform Rapid Suspension System. cc)"**We**", "**us**" is referred to as Register S.p.A. dd) **WHOIS** means the publicly available and transaction-oriented query/response protocol specified by RFC 3912 used to provide identifying information regarding ee) Customer is the customer that has made an application for DPML Plus through Register as DPML registrar.

Registrants on the Internet.

**Please note**: ICANN has also provided an industry acronym helper found at:

http://gnso.icann.org/en/acronyms.html

**1.3 Eligible DPML Plus Applicants**

Only those submitting DPML Plus Applications through a DPML Registrar are eligible for DPML Plus. Each DPML Plus Application must include one SMD File corresponding to the applied-for Primary DPML Plus Label and must meet the qualifications specified by ICANN and detailed in the TMCH Guidelines, as they may change from time to time.

**1.4 Blocking of Second Level Domains**

DPML Plus Applications can only be submitted by DPML Registrars sponsoring a DPML Applicant or, when modifying a DPML Plus block, a DPML Plus block holder.

**1.4.1 DPML Plus Block Creation**

We will only create DPML Plus blocks of a Label insofar and to the extent the: a)
The Label meets the criteria in Section 1.4.2 below;

b) The Label and the information contained in the DPML Registrar's request meets the requirements in these DPML Plus Terms and Conditions;

c) The Label is not already under DPML Block by a non-DPML Plus Applicant;

d) The applied-for Primary DPML Plus Label exactly matches the applied-for Primary
DPML Plus Label;

e) The applied-for Secondary DPML Plus Label(s) are: o contains of the Primary DPML Plus Label, or o misspellings of the applied-for Primary DPML Plus Label;

f) The DPML Plus Applicant is sponsored by a DPML Plus Registrar.

Contains Guidelines: For Secondary DPML Plus Labels that *contain* the applicable Primary DPML Plus Label under Section 1.4.1(e) above, the exact-match trademark Label can be at the beginning, end or anywhere in the middle of the Secondary DPML Plus Label as long as the contained exact-match trademark is contiguous. The Secondary DPML Plus Label itself does not need to be a trademark, it only needs to contain the trademark. For example, if Microsoft applied for DPML Plus for the trademark 'xbox', it could include 'xboxlive' as a Secondary DPML Plus Label.

Misspells Guidelines: For Secondary DPML Plus Labels that are *misspells* of the applicable Primary DPML Plus Label under Section 1.4.1(e) above, the misspell should be confusingly similar to the Primary DPML Plus Label. For example, if Verizon applied for DPML Plus for 'verizon', it could include 'v3rizon', 'verlzon',
and/or 'verison' as Secondary DPML Plus Labels. When reviewing Secondary DPML Plus Labels, we will take into account whether the applied-for Label (i) is a dictionary or common use word, (ii) is already in the TMCH at the time of the DPML Plus purchase.

We reserve the right, in our sole discretion, to approve or reject a DPML Plus Application, or any part thereof, for any reason (e.g. a new trademark for a commonly used three character or dictionary term).

**1.4.2 DPML Plus Block Requirements**

We will not accept a DPML Plus Application unless the applied-for SLDs meet applicable requirements as defined in RFC 1035, RFC 1123, and RFC 2181, including the following technical and syntax requirements:

a) The SLDs must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens; b)
The SLDs cannot begin or end with a hyphen;

c) For DPML Plus blocks in IDNs, blocked SLDs must be in the languages Donuts offers and supports as specified on the Donuts Website;

d) The SLDs can only have two consecutive hyphens (--) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in (c) above; e) The SLDs cannot exceed 63 characters; and

f) The TMCH-eligible term in the SMD File must contain at least three characters.

**1.4.3 Authentication of DPML Plus Block Requests**

We will not process a DPML Plus block until Donuts has validated the SMD File and received the payment.

**1.4.4 DPML Plus Block Coverage**

a) DPML Plus blocks will apply to standard and premium price Domain Names.

b) DPML Plus blocks will not apply to Registered Names.

**1.4.5 DPML Plus Block Behavior** DPML
Plus blocks:

a) Will not result in a Domain Name that resolves on the public Internet;

b) Are subject to periodic review by Donuts to verify that the applicable TMCH entry are still valid;

c) Are not subject to Override by third parties;

d) Apply to TLDs that have been launched into general availability by Donuts through the 2012 New GTLD Program;

e) Will be applied, at no additional cost, to TLDs that are later owned, operated, and launched into general availability by Donuts through the 2012 New GTLD Program;

f) May, at Donuts option, cease to be applied to TLDs that are no longer owned and operated by Donuts; and

g) May be published on the WHOIS either as a DPML Plus service or as a Registry reserved Domain Name.

Please note: We may, but is not obligated to, revoke all or part of a DPML Plus block if the underlying TMCH entry for the SMD File is no longer valid.

1.4.6 DPML Plus Process

DPML Plus process:

a. Each DPML Plus application is subject to review. We in our sole discretion may reject a DPML Plus application, or any part thereof, for any reason.

b. We will endeavor to approve or reject each DPML Plus application within a reasonable period of time, expected to be 7 business days.

c. If a DPML Plus application is approved, we will inform you of its acceptance and enable the applicable DPML Blocks for the approved Primary and Secondary DPML Plus Labels. Domain Names registered prior to our approval of the DPML Plus Application will not be blocked.

**1.4.7 Overrides**

A DPML Plus holder may apply to register a domain name that is blocked under its DPML Plus service. Other thirdparties will not be permitted to override DPML Plus blocks.

**1.5 Registrar Representations and Warranties**

When submitting DPML Plus Applications, or when modifying any DPML Plus block, you represent and warrant that the DPML Plus Applicant or DPML Plus block holder, as the case may be, has acknowledged that:

a) The DPML Plus Application contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;

b) It shall participate in good faith in any proceedings described in these DPML Plus Terms and Conditions commenced by or against the DPML Plus Applicant or DPML Plus block holder; and

c) The DPML Plus Applicant or DPML Plus block holder accepts and will abide by the terms and conditions as indicated under article 1.1.

**1.6 Rights regarding DPML Plus Applications**

You acknowledge and agree, and represent and warrant that DPML Plus Applicants and DPML Plus block holders have expressly acknowledged and accepted, that we shall be entitled but not obliged to reject a DPML Plus block, or to delete, revoke, cancel or transfer a DPML Plus block:

a) To enforce Donuts Policies and ICANN Requirements and Register terms and conditions , each as amended from time to time;

b) That is not accompanied by complete and accurate information as required by ICANN Requirements or Donuts Policies or our terms and conditions where required information is not updated or corrected as required by ICANN Requirements and/or Donuts Policies;

c) To protect the integrity and stability of the SRS or the operation or management of the Registries owned and operated by Donuts;

d) To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority or any dispute resolution service provider Donuts may hereafter retain to oversee the arbitration and mediation of disputes; or

e) To establish, assert, or defend the legal rights of Register or a third party or to avoid any actual or potential civil or criminal liability on the part of or damage to Register or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;

f) To correct mistakes made in connection with a DPML Plus block;

g) If we or Donuts receive notice that the SMD File is under dispute; or

h) As otherwise provided in the Terms and Conditions and the Registry-Registrar Agreements entered into by the Registries.

**1.7 DPML Plus Block Period**

Each DPML Plus block is for an initial period of ten (10) years. DPML Plus blocks will expire on the same day of the month within which the DPML Plus block was created unless it was created on February 29, in which asset it will expire on March 1. DPML Plus blocks may be renewed in annual increments from one (1) to ten (10) years, with a maximum DPML Plus block period of ten (10) years.

**1.8 Notification**

By submitting a DPML Plus Application, DPML Plus Registrar represents and warrants that DPML Plus Applicant agrees that Donuts and its agents are authorized to share information relating to DPML Plus Applicant and its DPML Plus Application. If DPML Plus Applicant proceeds with a DPML Plus block, such DPML Plus Applicant will be deemed to be on notice of the intellectual property rights of others in the TMCH.

It is not Register obligation to notify a DPML Plus block holder in advance of the termination or expiration (for any reason) of a DPML Plus block. Register shall be entitled but not obligated to immediately suspend or cancel any DPML Plus bock that is in breach of the DPML Plus Terms and Conditions, Donuts Policies, or any other applicable law or regulation.

**1.9 Payment**

Register will not accept a DPML Plus block, and will not renew a DPML Plus block at the end of the applicable term, unless it has received payment in full from you. DPML Plus blocks, or names that result in a DPML Plus blocks, will only expire, be terminated or otherwise released in accordance with Donuts Policies and ICANN Requirements. Payment of any fees due, for which the DPML Plus Applicant or the DPML Plus block holder are solely liable, must be made to Donuts via a DPML Plus Registrar.

**2. PREVENTING ABUSE**

We reserves the right to review WHOIS records to verify contact information of DPML Plus block holders. It shall be your sole responsibility to ensure that, if an approved proxy service is used, the DPML Plus block holder operating the DPML Plus block has provided truthful and complete credentials to the DPML Plus Registrar, as the case may be. DPML Plus Registrars must also ensure that you have agreed to participate in

and abide by any determinations made as part the Registry's dispute resolution procedures, including without limitation the URS and the UDRP.

DPML Plus Registrars, DPML Plus Applicants or DPML Plus block holders found to have repeatedly engaged in abusive registrations or practices, their agents or parties determined to be acting in concert therewith, may, at Donuts' sole discretion, be disqualified from maintaining any current or future Registrations or DPML Plus blocks.

**3 MISCELLANEOUS**

**3.1 Amendments**

We may amend these DPML Plus Terms and Conditions from time to time, which amendments will take effect at the time of notification.

If any part of the DPML Plus Terms and Conditions is found invalid or unenforceable for any reason, the remainder of the DPML Plus Terms and Conditions shall be valid and enforceable as if such provision was not included therein. The invalid provision shall be substituted for any such provision that, to the extent legally possible, comes nearest to the sense and purpose of the DPML Plus Terms and Conditions.

**3.2 Limitation of Liability**

To the extent permitted under governing law, we shall only be liable in cases of proven willful misconduct or gross negligence. In no event will we be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to DPML Plus blocks, or use of the SRS or the Donuts Website, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by Register to apply a DPML Plus block or not on the basis of information from the TMCH.

To the extent allowed under applicable law, Register aggregate liability for damages shall in any case be limited to the amounts paid by you in relation to the DPML Plus concerned. You agree, and represent

and warrant to submit to a binding arbitration for disputes arising from the DPML Plus Terms and Conditions and related to the application of DPML Plus blocks.

You agree, and represent and warrant to hold Register and Donuts harmless from claims filed or disputes initiated by third parties, and that each shall compensate we and/or Donuts for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the DPML Plus Application infringes the rights of a third party.

For the purposes of this Section, the term "we" shall also refer to our stockholders, directors, employees, members, subcontractors, the TMCH and their respective directors, agents and employees.

**3.3 Confidentiality**

You and your agents and representatives to, safeguard all Confidential Information of Register, or Donuts or Donuts' contracted parties, including without limitation the contents of the DPML Plus Terms and Conditions, but in no event less

than the degree of care the DPML Plus Registrar uses for its own confidential or proprietary information of similar import. In addition, you shall restrict access to such Confidential Information to those of its agents or representatives who reasonably have a need to know such Confidential Information. You shall not use the Confidential Information , except for purposes related to the performance of your obligations under the DPML Plus Terms and Conditions or other Donuts Policies.

**3.4 Determinations Final**

The determinations of Donuts and the TMCH regarding any Applications, DPML Plus Applications, registrations, or DPML Plus blocks shall be final and non-appealable; provided, however, that such determination will not affect rights DPML Plus Registrars may have under applicable law, ICANN policies, or Donuts-provided dispute resolution procedures.

**3.5 No Agreement**

The present Agreement shall not be construed as an agreement to form any sort of partnership, agency relationship, joint venture, or any similar relationship between the Parties and shall be limited to the provisions herein.

## Annex 6

## Particular Conditions of Service: SSL Management

The Particular Conditions of the SSL Management Service establish the conditions for providing SSL Certificates to the Customer, issued by the Certification Authority ("CA"), Sectigo Limited or Digicert Inc. depending on the certificates purchased by the Customer (hereinafter referred to as the "Service"), as part of the Online Brand Protection Service of Register offered to the Customer, in accordance with the terms and conditions indicated in the following articles.

Unless otherwise provided in the following articles, the "General Conditions of the Online Brand Protection Service" apply.

### 1. Object

The Service allows the Customer to activate an SSL Certificate with the Certification Authority (Sectigo Limited or Digicert Inc., depending on the certificate purchased by the Customer) to the benefit of the Subscriber, in accordance with the conditions referred to in the following articles and with the features and procedures established in this Agreement and in the relative Annexes.

The SSL Certificate comprises a key pair and verified identity information.
The Customer is informed that Register acts as a reseller of Sectigo Limited or of Digicert Inc., depending on the certificate purchased by the Customer, as better identified below.

### 2. Definitions

For the purposes of this Agreement, the following definitions apply:

"**Annexes**": the documents forming an integral part of this Agreement, including the "Certificate Subscriber Agreement" and other contractual documentation prepared relative to the Service by the respective CA (for certificates issued by Digicert Inc. refer to the "Legal Repository" section of the Digicert website at the link https://www.digicert.com/legalrepository/, for certificates issued by Sectigo Limited refer to the documentation relative to the Service available in the "Legal" section of the Sectigo website at the link https://sectigo.com/legal.)

"**Customer**": the party requesting the Service from Register. The Customer may be the same party as the Subscriber, if the latter requests the Service for its own benefit, or may not be the same party as the Subscriber, if the Customer requests the Service be activated for the benefit of one or more Subscribers other than the Customer itself;

"**DigiCert**": DigiCert Inc., with registered office at Suite 500 Lehi, Utah 84043 USA;

"**Register**": Register S.p.A. with registered office in Florence, Italy, at Viale della Giovine Italia n. 17, VAT registration number 04628270482 which, in agreement with the CA, sells the CAs SSL Certificate service to the Customer;

"**Sectigo**": Sectigo Limited, a limited company established under the law of England and Wales, with registered number 04058690 and offices registered at 26 Office Village, 3rd Floor, Exchange Quay, Trafford Road, Salford, Manchester, M5 3EQ, United Kingdom;

"**Subscriber**": the natural or legal person identified in the certificate issued by the CA.

### 3 - Conclusion of the Agreement and activation of the Service

3.1 The transmission of the Order by the Customer to Register implies full acceptance of the Agreement and its relative Annexes by the Customer.

3.2 The Customer acknowledges and accepts and declares to make the Subscriber aware of and to have the Subscriber accept and enforce the contractual documentation relating to the Service purchased, including the documentation prepared by the CA mentioned above in the definition of the Annexes, which forms an integral and substantive part of this Agreement.

3.3 The Certificate covered by this service is an SSL Certificate, used to support the SSL/TLS sessions between a web browser and a web server through encryption.

3.4 Once the purchase of the certificate is complete, the Customer shall be responsible for independently generating the CSR file (Certificate Signing Request) and providing it to Register. Register may ask the Customer for additional information necessary to complete the details of the applicant for the certificate. The Customer must follow the instructions and/or the requests for information of Register or the CA relative to the issue of the certificate. The Customer acknowledges that the CA could proceed to verify the data entered in the certificate request, even via telephone.

3.5 It must be understood that Register shall not be held responsible for any delays in the activation of the certificate if these are due to causes which do not depend directly on Register.

3.6 Upon completion of the activation procedures requested for the Certificate selected, Register shall contact the CA to process the certificate Request containing the Certificate Signing Request (CSR) in the format specified by the CA.

3.7 The Customer declares, as of now, to have read the following information: "The service for issuing the SSL Certificate is provided by the relevant CA (Sectigo Ltd. or Digicert Inc., depending on the certificate purchased by the Customer), a service provider acting as an independent data controller. Upon activating the service, Register shall communicate the personal data it has entered into this module to the CA, to allow the latter to provide the service for issuing the SSL Certificate. The communication is necessary to provide the service requested by the Customer, in compliance with Article 6.1.b of Regulation (EU) 2016/679 (General Data Protection Regulation). For more information, please read the privacy policy of the CA. Should the Customer provide personal data of third parties through this module, Paragraph 2.c of the Privacy Policy of Register shall apply ("Data provided voluntarily by the data subject")".

3.8 If the Certificate Request is approved by the CA, the latter shall issue a Certificate of Use to the Subscriber.

3.9 Register shall transmit the certificate received from the CA to the Customer in a secure manner. It is the Customer's responsibility to install the certificate.

3.10 After obtaining the Certificate, the Subscriber must review the information contained therein and promptly notify the CA of any errors. Upon receipt of said notification, the CA may revoke the Certificate and issue the correct Certificate.

3.11 The Customer and the Subscriber declare that they have duly read and understood the features, functionalities, and methods of use of the Service, in accordance with the provisions of this Agreement, of the additional Annexes as well as of current legislation.

3.12 The Customer and the Subscriber are, in any case, responsible for the truthfulness, correctness, completeness and updating of the information communicated to Register and to the CA regarding the Service.

**4. CSR (Certificate Signing Request) generation tool**

4.1 If, optionally, the Customer decides to use the CSR (Certificate Signing Request) generation tool provided by Register, they undertake, under their sole responsibility, to save the CSR (Certificate Signing Request) and the relative private key obtained through the said tool on their own medium and to store it securely. Any violation of the private key may not be attributable to Register.

4.2 Register informs the Customer that under no circumstances shall it save, even temporarily, the information generated by this tool on its systems. The Customer, therefore, may not contact Register to retrieve the CSR (Certificate Signing Request) and the relative private key.

4.3 The foregoing shall also apply if the Customer subscribes exclusively to the CSR (Certificate Signing Request) generation tool provided by Register, offered by the latter as a stand-alone service. In the latter case, the other articles of these Particular Conditions of the SSL Management Service shall apply, except if objectively incompatible, and in particular Articles 3, 5, 6 and 7 of these conditions shall apply.

The General Conditions of Service (hereinafter referred to as "GCS") published on the website of Register (https://www.register.it/company/legal/?lang=en) shall also apply and the Proposal relative only to the CSR (Certificate Signing Request) generation service provided by Register and published online on the website https://www.register.it/?lang=en shall form an integral part of these conditions.

**5. Consideration, duration, and renewal of the Service**

5.1 This Agreement shall remain in effect until the expiry of the Certificate. The duration of the Certificate is one year, or a different duration specified in the Proposal.

5.2 When this Agreement expires it shall be renewed automatically, without prejudice to the Customer's or Register's right to cancel, with a notice of 60 days before the renewal, in accordance with the methods envisaged in the Agreement for the provision of the Online Brand Protection Service of Register.

5.3.1 The Considerations for the Service are those specified in the Proposal.

**6. Protection of personal data and confidentiality.**

Once the service has been purchased or renewed, the Customer is required to provide Register with the data, the CSR file and all necessary information requested by Register to issue the purchased certificate.

When renewing the certificate, the Customer may decide to use the CSR obtained during the activation phase and stored by Register or choose to continue with the generation of a new CSR and the relative private key.

In the first case, Register shall continue to store the CSR obtained by the Customer during the activation phase until the next renewal unless the Customer, at this stage, wishes to provide a new CSR. Otherwise, Register shall continue to store the CSR until the next renewal. In the second case, should the Customer decide to issue a new CSR and a new private key for the renewal of the certificate, Register shall delete the CSR previously obtained from the Customer from its systems and shall only store the newly provided CSR.

The data processing is carried out by Register as data controller and is aimed at pursuing a legitimate interest of Register, pursuant to Article 6(1)(f) of Regulation (EU) 679/2016 (GDPR). In particular, the legitimate interest to improve the quality of the activation and renewal service of the SSL Certificates of its Customers, which, thanks to the storage of the CSR by Register, allows for a fast activation and renewal process.

In any case, the provision of the Customer's data through the generation or transmission of the CSR is optional, but if such data is not provided it shall not be possible to proceed with the activation or renewal of the certificate. The data provided by the Customer for the purpose of issuing the certificate shall be communicated to the CA, as independent data controller, in order to execute the contract between the Customer and Register. The Customer has the right to access their data in accordance with Article 15 of the GDPR, to request the restriction of data processing in the cases provided for in Article 18 of the GDPR, as well as to lodge a complaint with the competent supervisory authority pursuant to Article 77 of the GDPR. Since the CSR is composed of codes generated automatically by the generation tool referred to in paragraph 4.1), it should be noted that in practice it is not possible to request the correction or deletion of the CSR itself, except by generating a new CSR using the same tool. The Customer may formulate a request to object to the processing of their data pursuant to Article 21 of the GDPR in which the grounds for the objection to processing are provided. The Data Controller shall in any case reserve the right to assess the Customer's request. The requests must be sent in writing to Register at the address dpo@register.it.

**7 Disclaimers and Limitations of Liability**

7.1 Register undertakes to provide the Service in compliance with the provisions of this Agreement and the relative Annexes thereto, and assumes no liability other than that expressly set forth herein.
7.2 To the fullest extent permitted by law, Register offers no implied or express warranty, including without limitation, any warranty of merchantability, fitness for a particular purpose, of satisfaction of the Customer's or Subscriber's requests, of non-infringement of rights, non-interruption of supply, lack of errors as well as any other warranty which may arise from the execution of the Agreement, from business practices or from negotiations relating to the Service.

7.3 The Customer assumes all responsibility in relation to the Orders sent to Register and undertakes, to the fullest extent permitted by law, to indemnify and hold Register harmless from any claim, cost, penalty, towards third parties, including the competent judicial Authorities, relating to or in any way connected with the execution of this Agreement and/or breach, by the former or the Subscriber, of the obligations, statements and warranties set forth in this Agreement. 7.4 Register may not be held responsible for any delay in the activation of the certificate or for the failure to activate or renew it if this is due to causes which do not depend directly on Register.
7.5 The Customer must proceed to generate the CSR independently in accordance with the above.

Register denies any liability if the CSR contains incorrect information; such information is entered by the Customer in full autonomy and Register does not verify this in any way.

7.6 No liability can be attributed to Register should the CSR not be accepted by the CA, or should the issued Certificate be revoked following verification by the CA. The Customer acknowledges that, by way of example and not limited to, the certificate may be revoked by the CA because the CSR contains incorrect information.

7.7 In the event of early revocation of the Certificate, the Customer is required to repeat the procedure for issuing the Certificate.

7.8 In any case, to the fullest extent permitted by law, Register denies any liability in relation to the generation of the CRS and the installation of the Certificate.

7.9 Specific disclaimers and limitations of liability for certificates issued by Sectigo:

7.9.1 The Subscriber and the Customer accept to indemnify and hold Register and Sectigo harmless, as well as their directors, shareholders, company officers, agents, employees, successors and assignees against any and all claim, lawsuit, proceeding, sentence, damage and cost (including any reasonable legal burden or expense) of third parties arising from: (i) breach of any warranty, representation and obligation in compliance with this Agreement, (ii) false or misleading statements of fact made in the Certificate Request, (iii) any infringement of intellectual property rights of any person or entity in the information or content provided by the User, (iv) failure to disclose material facts in the Certificate Request if the misrepresentation or omission was caused by negligence or with the intention to deceive one of the parties or (v) failure to protect the private key or failure to use a reliable system or failure to take precautionary measures to prevent compromise, loss, disclosure, modification or unauthorised use of the private key in accordance with the terms of this Agreement.

7.9.2 Application of the warranties. The Subscriber and the Customer acknowledge that the Relying Party Warranty is only for the benefit of Relying Parties. The Subscriber and the Customer do not have rights under the warranty, including any right to enforce the terms of the warranty or to make a claim under the warranty.

7.9.3 Disclaimer of warranty. Register does not offer any express or implied warranties, including, without limitation, any warranty of merchantability, fitness for a particular purpose, satisfaction of Customer requirements, of non-infringement of rights, non-interruption of supply, lack of errors as well as any other warranty which may derive from the execution of the Agreement, from business practices or from negotiations relating to the Service.

7.9.4. Limitations of Liability. WITHOUT PREJUDICE TO THE PROVISIONS OF SECTION 7.9.5, THE TOTAL LIABILITY OF SECTIGO AND REGISTER AND THEIR AFFILIATES AND ANY OF THEIR OFFICIALS, DIRECTORS, PARTNERS, EMPLOYEES AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT, IS LIMITED TO THE AMOUNT PAID BY THE CUSTOMER OR BY THE SUBSCRIBER FOR THE SERVICES. LIABILITY. THE CUSTOMER AND THE SUBSCRIBER WAIVE CLAIMS FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE. THIS WAIVER COMPRISES ALL DAMAGES FOR LOSS OF PROFIT, INCOME, USE OR DATA AND APPLIES EVEN IF SECTIGO OR REGISTER ARE AWARE THAT SAID DAMAGES ARE POSSIBLE. These limitations are applicable to the fullest extent permitted by law regardless of: 1) the reason or nature of the liability, including claims for compensation, 2) the number of claims, 3) the extent or nature of the damages, and 4) the breach or nullity of any other provision of this Agreement.

7.9.5. Exceptions. Nothing in this Agreement excludes or limits either party's liability for death or personal injury resulting from that party's negligence or for any statements made fraudulently by either party.

7.10 Specific disclaimers and limitations of liability for certificates issued by DigiCert:

7.10.1. The Certificates offered shall comply in all relevant aspects to the requirements of the CSP (DigiCert Certification Practices Statement, available on the DigiCert website at the link https://www.digicert.com/legal-repository/) and to the applicable law.

7.10.2. DISCLAIMERS. IN ADDITION TO THAT WHICH IS INDICATED IN SECTION 7.10.1, THE SERVICES AND ANY RELATED SOFTWARE (INCLUDING THE PORTAL) ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, DIGICERT AND REGISTER DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DIGICERT AND REGISTER DO NOT WARRANT THAT ANY SERVICE OR PRODUCT SHALL SATISFY THE EXPECTATIONS OF THE SUBSCRIBER OR THAT ACCESS TO THE SERVICES SHALL BE TIMELY AND WITHOUT ERROR. Digicert and Register do not warrant the

accessibility of any product or service and may modify or discontinue any product or service offering at any time. The Subscriber's sole remedy for a defect in the Services is that Digicert uses commercially possible measures to correct the defect, upon notice of such defect from the Subscriber, on the understanding that DigiCert and Register have no obligation to correct defects arising from: (i) misuse, harm, modification or damage to the Services or a combination of Services with other products and services provided by parties other than DigiCert, or (ii) breach by the Subscriber or the Customer of any provision of this Agreement.

7.10.3. Limitations of Liability. This Agreement does not limit the liability of a party for: (i) death or personal injury resulting from the negligence of a party; (ii) gross negligence, wilful misconduct or violation of applicable law or (iii) fraud or fraudulent statements made by one party to the other party in relation to this Agreement. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING WHETHER ANY LIMITED REMEDY OR LIMITATION OF LIABILITY PROVIDED FOR HEREIN DOES OR DOES NOT ACHIEVE ITS ESSENTIAL PURPOSE: (A) DIGICERT AND ITS AFFILIATES, SUBSIDIARIES, COMPANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSEES (THE "DIGICERT ENTITIES") AND REGISTER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES CAUSED BY THE LOSS OF USE, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF BUSINESS OR COSTS FOR THE PROCUREMENT OF REPLACEMENT SOFTWARE OR SERVICES) CAUSED BY OR CONNECTED TO THIS AGREEMENT OR TO THE SUBJECT MATTER HEREIN; AND (B) THE TOTAL CUMULATIVE LIABILITY OF THE DIGICERT ENTITIES CAUSED BY OR CONNECTED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREIN SHALL NOT EXCEED THE AMOUNTS PAID BY OR ON BEHALF OF THE SUBSCRIBER TO DIGICERT IN THE TWELVE MONTHS PRIOR TO THE EVENT WHICH HAS GIVEN RISE TO SAID LIABILITY, REGARDLESS OF WHETHER THIS LIABILITY MAY DERIVE FROM AN AGREEMENT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER DIGICERT OR REGISTER HAVE BEEN ADVISED AS PER THE POSSIBILITY OF SAID LOSS OR DAMAGE. THE SUBSCRIBER, THE CUSTOMER OR THEIR REPRESENTATIVES CANNOT PRESENT ANY CLAIMS, REGARDLESS OF THE FORM, RELATIVE TO THIS AGREEMENT, MORE THAN ONE (1) YEAR AFTER THE BASIS FOR SAID CLAIM HAS BEEN REVEALED TO THE SUBSCRIBER.

7.10.4. Indemnity. The Subscriber shall indemnify, defend and hold harmless DigiCert and DigiCert's employees, company officers, directors, shareholders, affiliates, and assignees, as well as Register (each an "Indemnified Party"), against all third party claims and all related liabilities, damages, and costs, including reasonable legal expenses, arising from: (i) breach of this Agreement by the Subscriber or by the Customer; (ii) online assets belonging to the Subscriber or the Customer for which DigiCert or Register provides Services under this deed, or technology or content embodied therein or made available through such assets; (iii) DigiCert's or Register's access or use in compliance with this Agreement of any information, systems, data or materials provided by or on behalf of the Subscriber to DigiCert or to Register under this deed, (iv) the Subscriber's or Customer's failure to protect the authentication mechanisms used to secure the Portal or a Portal Account; (v) modification by the Subscriber or Customer of a DigiCert product or service or combination of a DigiCert or Register product or service with any product or service not provided by DigiCert or Register; (vi) an allegation that personal injury or property damage was caused by the fault or negligence of the Subscriber or of the Customer; (vii) the Subscriber's or Customer's failure to disclose a relevant fact related to the use or issuance of the Services; or (viii) an allegation that the Subscriber, or an agent of the Subscriber, or the Customer, used DigiCert's Services to infringe on the rights of a third party.

7.10.5. Indemnification obligations. An indemnified Party seeking to claim indemnification under this Agreement must promptly notify the Subscriber of any event which justifies said indemnification. However, an Indemnified Party's failure to notify shall not relieve the Subscriber of their indemnification obligations, except to the extent that this materially compromises the Subscriber. The Subscriber may assume the defence of any proceeding that requires indemnification unless assuming the defence would cause a potential conflict of interests, as determined by the Indemnified Party in good faith. An Indemnified Party may defend itself, at the expense of the Subscriber, until the legal counsel of the Subscriber initiates the defence of the Indemnified Party. Even after the Subscriber has assumed the defence, the Indemnified Party may participate in any proceeding using counsel of their choice and at their own expense. The Subscriber may not settle any proceeding relating to this Agreement unless the settlement also includes an unconditional release of liability for all Indemnified Parties. The indemnification obligations of the Subscriber are not the sole remedy for the breach of this Agreement by the Subscriber and are added to any other remedy available. The indemnification obligations of the Subscriber pursuant to this document are not the sole remedy of the Indemnified Party for events which give rise to compensation by the Subscriber under this document and are added to any other remedy that an Indemnified Party may exercise against the Subscriber under this Agreement.

7.10.6. Injunctive relief. The Subscriber and Customer acknowledge that their breach of this Agreement may lead to irreparable damage to DigiCert and to Register, the consequences of which cannot be completely annulled. Therefore, in

addition to any other legal remedies available, DigiCert and Register may file for and obtain an injunction for an infringement or threatened infringement of this Agreement by the Subscriber or the Customer, without being required to post a bank guarantee or take similar action.

7.10.7. Extension. The limitations and obligations of this Section are valid to the fullest extent permitted by law and apply regardless of: (i) the reason or nature of the liability, including tort claims; (ii) the number of claims relating to a liability; (iii) the extent or nature of the damages; or (iv) the breach or nullity of any other provision of this Agreement.

## Annex 7

## Particular Conditions of Service: Global Block

### 1. Preamble

1.1. These Special Conditions of Global Block Service establish the terms and conditions for providing the Customer with the Service Global Block, within Register's Online Brand Protection Services, according to the terms and conditions indicated in the following articles.

### 2. Contractual Documents

2.1. The Customer acknowledges that the Service is provided through the provider Brand Safety Alliance LLC, a GoDaddy Registry company (hereinafter, "**BSA**"). Therefore, by signing this Contract, the Customer, in addition to accepting the General Conditions of Service OBP and these Special Conditions of Service Global Block, declares that he has read and accepts the contractual conditions published on the web page https://globalblock.co/wpcontent/uploads/2023/12/BSA-GlobalBlock-Terms-of-Use-1.0-1.pdf and https://brandsafetyalliance.co/privacy-policy, as well as the further contractual documentation relating to the Service that may be provided by BSA and Register, to be understood as fully reproduced herein, which constitutes an integral and substantial part of this Contract.

2.2. The Customer also declares that he/she has read and complies with BSA's policies available at the following web page https://globalblock.co/policies/.

### 3. Description of the Service

3.1. Global Block is a service that prevents third parties from registering Domain Names that correspond to a trademark or a variant thereof in all the TLDs participating in the Service. Registration of said Domain Names will therefore be available, subject to unblocking, exclusively through BSA-accredited agents.

### 4. Conclusion of the Contract

4.1. Sending the Order by the Customer to Register implies full acceptance of the Contract and the Annexes thereto by the Customer. The Customer may purchase the service either on-line or by means of an off-line order sent by e-mail.

4.2. The Customer acknowledges that the Global Block Service is provided 'as is'. The technical specifications relating to the functionality and proper use of the Service are indicated in the Commercial Offer and in the additional documentation provided by Register to the Customer, including the supplier's contractual conditions indicated above, to which reference is expressly made for details relating to the modalities of performance of the Service.

4.3. The Fee and payment methods for the Service are set in Article 7 of the OBP General Conditions of Service and the Commercial Offer. In addition to the provisions of Article 7.3, the Customer expressly accepts that, at the time of renewal, the price may undergo variations due to changes, on the part of the Supplier, to the list of TLD extensions participating in the Service.

### 5. Activation of the service

5.1. By subscribing to the Service, the Customer requests to block, by possible third parties, the registration of Domain Names over which he/she has any rights. Register, within 24/36 hours after the Customer's request, will proceed to have the provider verify, on the basis of the procedure indicated in Article 2.1.2 of the contractual conditions, the legitimacy of the Customer's titles to the indicated Domain Name. If any documentary deficiency is detected, the Customer will be asked to provide the necessary supplements.

Once the checks on the Customer's rights have been positively completed, Register shall have 72 hours (we excluded) to validate the request and put a block on all the extensions that adhere to the service. An IPR code will then be generated, which Register will use for activation. The time to process the activation is a few hours. It is expressly understood that this time period does not include any delays due to malfunctions of the BSA platform.

**6. Liability waiver**

6.1. The Customer declares that he/she fully indemnifies and holds BSA and Register harmless from any and all prejudicial consequences, damages, actions, demands, claims of any nature whatsoever, including those arising from third parties, resulting from the Customer's own actions or omissions in violation of the contractual conditions referred to in this article.

**7. Duration**

7.1. The duration of the Services and its eventual renewals are indicated in Commercial offer. The Parties shall have the right to withdraw by giving notice of cancellation at least 90 (ninety) days before the expiration date by means of a registered e-mail or registered letter with return receipt.

**8. Final provisions**

8.1. It is expressly understood that, for all matters not otherwise provided for in the documents referred to in this Annex 7, the General Conditions of Service Online Brand Protection shall apply, as applicable.

8.2 Notwithstanding the provisions of the contractual terms and conditions of the Supplier referred to above and in accordance with the provisions of the General Conditions of Service Online Brand Protection, any dispute in any way related to this Contract, including those relating to its validity, effectiveness, interpretation, execution and termination, its amendment and execution, shall be deferred, exclusively, to the jurisdiction of the Court of Florence.

## Annex 8

## Particular Conditions of Service: Adult Block

### 1. Preamble

These Special Conditions of Service Adult Block establish the terms and conditions for the supply of Adult Block services (hereinafter also the 'Service') by Register to the Customer, according to the terms and conditions indicated in the following articles.

### 2. Referral

For all matters not otherwise provided for in the following articles, the General Terms and Conditions of Online Brand Protection Service of Register S.p.A. shall apply, to be construed as an integral and substantive part of this document, which the Customer declares he/she has read and accepted and undertakes to comply with.

### 3. Commercial Offer

The Commercial Offer describes the features and price of the Service. The Commercial Offer forms an integral part of these conditions and is published on the web site https://www.register.it/brandprotection/domain-monitoring.html/?lang=eg and, if necessary, supplemented by additional documentation brought to the Customer's attention by Register.

### 4. Furniture Conditions

This Service is provided under the conditions established by ICM Registry LLC, and its subsidiaries and/or affiliates operating as Registries under contract with ICANN (hereinafter 'ICM' or 'Registry').

### 5. Fees

The Fees for the Service are those indicated in the Commercial Offer.

### 6. Duration

The duration of the service is chosen by the Customer from among the durations indicated by Register in the Commercial Offer. The Customer may choose to block for any annual increment of 1, 3, 5, or 10 years, in accordance with the provisions set forth in the 'AdultBlock - Customer Terms of Use' of the Registry published at the link https://www.icmregistry.com/about/policies/adultblock-customer-terms-of-use/ and in Register's Commercial Offer.

### 7. Description of the Service

The AdultBlock Service allows trade mark owners to block terms previously registered Trademark Clearinghouse (TMCH) or already registered in the Sunrise B programme. In addition, the Service also allows the blocking of (i) unregistered trademarks, (ii) trademarks not previously registered in the .xxx Sunrise B programme and/or (iii) registered trademarks that do not have an SMD File because the trademark is not registered with the TMCH (hereinafter collectively 'New Trademarks').

### 8. Customer's Representations

The Customer declares that it has read and accepts the eligibility criteria ('Eligible Criteria') for access to the Service published by ICM at the link https://adultblock.adult/eligible-criteria/. The Customer also declares that he/she possesses, and undertakes to promptly provide upon simple request, the proofs of use ('Acceptable Proof of Use') required by ICM Registry LCC and published on the same site https://adultblock.adult/eligible-criteria/, as well as any further documentation required by Register and/or ICM for the provision of the Service.

### 9. Features of the Service

The AdultBlock service ensures that the registered term is blocked for the registration of top-level domains (TLDs), as indicated in this document and in the Offer, as detailed below. In particular, two types of services are available, one referred to as 'AdultBlock' and the other referred to as 'AdultBlock +' (collectively referred to as 'AdultBlock Services') whose characteristics are better described in the Offer. Such services will allow the Customer to block its trademarks, as

defined by ICT Registry LLC, (hereinafter referred to as 'TM' or 'Label') in the '.adult', '.porn', '.sex', '.xxx' extensions still available, in order to prevent third parties from registering the TM as a domain name ('Block'), as further described herein and in the relevant Commercial Offer (collectively 'Service'). The Fee for the Service does not vary if the Blocking relates to all or only some of the four extensions listed above. The AdultBlock + service has been developed in the languages and scripts indicated by the Registry, currently: English, Belarusian, Bosnian, Bulgarian, Chinese (Simplified), Chinese (Traditional), Danish, French, German, Hungarian, Icelandic, Italian, Korean, Latvian, Lithuanian, Macedonian, Montenegrin, Polish, Portuguese, Russian, Serbian, Spanish, Swedish, Ukrainian; these languages and scripts may be periodically updated by the Registry and made available to the Customer.

**10. Obligations of the Customer**

The Customer undertakes to provide in a correct and timely manner to Register all information necessary for the provision of the service relating to its TM. Such information may take the form of (a) a Signed Mark Data ('SMD') file in accordance with the policies and procedures established by ICANN generated by means of the clearing mark ('TMCH') or (b) a verified TM or Label, as defined above, in the case of an unregistered trademark and a trademark without an SMD file (New Trademark) (c) in the event that the requested block is based on a '. XXX Sunrise B block": (i) you must provide the blocked Sunrise B domain name; (ii) if there is more than one .XXX Sunrise B application associated with that domain name, you must select the blocked name from the original applicant of the .XXX Sunrise B block for which you are requesting the block; and/or (iii) if the Sunrise B information is inconsistent with the naming rules available in the Service, you must update the information or characters to derive the Label for use in the Service. Register reserves the right to ask the Customer, even after the Service has been activated, for confirmation and/or the production of suitable evidence to demonstrate the validity of the TM and/or that a correct SMD file has been provided, as well as the appropriate documentation to demonstrate possession of the requirements indicated on the Registry website under the link https://adultblock.adult/eligible-criteria/. The Customer acknowledges that Register, the Registry and/or their authorised agents reserve the right to carry out checks on the TMs or Labels, particularly if they are based on New Trademarks.

**11. Clarification**

The Customer acknowledges and agrees that if the Domain Name has been reserved or, at the sole discretion of the Registry, restricted by the Registry or ICANN (collectively a 'Restriction'), the Customer will not be able to obtain a Block for that specific association between the TM and the specified TLD.

**12. Customer Representations**

The Customer represents that it is the rightful owner or licensee of the TM or its authorised agent. The Customer represents and warrants that it has the requisite rights to the TM and, where applicable: (i) that it holds an SMD containing the TM at the time of the request for the Block; (ii) that the SMD originates from the TMCH and is valid at the time of the request for the Block; and/or (iii) that it is, and/or is expressly authorised to participate in the Service on behalf of, the applicant for the .XXX Sunrise B. The Customer acknowledges that the Registry or its authorised agents may carry out verifications of TMs or Labels, particularly if they are based on New Trademarks.

**13. Reference to the AdultBlock - Customer Terms of Use**

The Customer declares that he/she is aware of and undertakes to comply with the Terms of Use of the Service available at https://www.icmregistry.com/about/policies/adultblock-customer-terms-of-use/ ('AdultBlock - Customer Terms of Use') and updated from time to time by Registry.

**14. Limitations of liability**

To the maximum extent permitted by law, the Customer acknowledges and accepts that the limitations of liability and indemnity envisaged in favour of ICM in respect of the Customer within the 'AdultBlock Customer Terms of Use' are understood to extend also in favour of Register. To the fullest extent permitted by law, the Customer also declares that he/she will indemnify and hold Register harmless from all claims, refunds, damages, losses, expenses or charges due to the breach of the commitments undertaken by the Customer on the basis of this agreement, including the documentation prepared by the Registry.