



General Terms and Conditions

Domain Names



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Preamble

NAMEBAY is a Monegasque limited company with a capital of 150 000 euros, whose head office is located at CATS Business Center - 28 boulevard Princesse Charlotte, 98000 Monaco, registered under the number RCI 99S03660, and represented by Mr. Gérard Gourjon.

Hereinafter referred to as "**NAMEBAY**".

NAMEBAY has the status of Domain Name registrar ("**Registrar**"), accredited by ICANN and, as a consequence, is entitled to register generic " Generic Top Level Domain " (GTLD), national " Country Code Top Level Domain " (CCTLD) and sponsored " Sponsored Top Level Domain " (STLD), hereinafter referred to as " **Domain Names** ".

The natural or legal person who is to become the holder of the all the rights of property on Domain Names is the Client.

Hereinafter referred to as the "**Client**" or "**Registrant**".

Article 1. Purpose

NAMEBAY offers, as part of its main activity as a Registrar, Domain Name registration, renewal, transfer and management services.

Domain Name registration and renewal services provided by NAMEBAY are subject to the present General Terms and Conditions and to the Special Conditions.

NAMEBAY may modify the articles of the General and Special Conditions at any time, in particular at the request of ICANN or the Registries. Any new version of the General Terms and Conditions shall come into force as soon as it is published on the NAMEBAY website.

The General and Special Conditions constitute the agreement (hereinafter referred to as "the **Agreement**") between NAMEBAY and the Client. The following documents apply to gTLDs, unless otherwise specified:

- ❖ Document 1 "Document 1 "Uniform Domain Name Dispute Resolution Policy": <http://www.icann.org/udrp/udrp-policy-24oct99.htm>
- ❖ Document 2 "Rules for Uniform Domain Name Dispute Resolution Policy": <http://www.icann.org/udrp/udrp-rules-24oct99.htm>
- ❖ Document 3 "Inter-Registrar Transfer Policy": <http://www.icann.org/en/transfers/policy-en.htm>
- ❖ Document 4 « Inter-Registrar Transfer Dispute Resolution Policy”: <http://www.icann.org/transfers/dispute-policy-12jul04.htm>

By this Agreement, NAMEBAY undertakes to submit to the Registry or Registry Operator concerned, the Client's request for registration, renewal and/or transfer of the Domain Names indicated in the reservation form, in accordance with the terms and conditions set out below. NAMEBAY undertakes to do its best to ensure that the request(s) is (are) processed successfully.

Article 2. Definitions

For the purpose of this Agreement, the following definitions shall apply:



“Auth-code”: The "auth-code" is a code provided by the Registrar in order to allow a transfer of Domain Names between Registrars.

“ICANN”: Acronym for "Internet Corporation for Assigned Names and Numbers". ICANN is an international non-profit organization whose role is to manage the Domain Name system.

“FOA”: Authorization Form - The standardized consent form that Registrars are required to use to obtain the registrant's or administrative contact's authorization to properly process the transfer of a Domain Name from one Registrar to another.

“Domain Name”: It consists of two parts: the radical chosen by the Domain Name holder, made up of a series of characters (from A to Z, from 0 to 9 and the hyphen) and the suffix .com, .net... commonly called "extension".

“Registrar”: a Domain Name registrar or accredited service provider that registers and manages domains in a competitive sector and with official organisations known as "Registries".

“Registrant”: A legal or natural person who registers, renews and transfers Domain Names in its own name or on behalf of a customer (in the case of a reseller). The registrant is the owner of the Domain Name.

“Registry”: Organization in charge of the centralization of the registration of Domain Names for a given TLD.

“Registry Operator”: Any individual or legal entity responsible for providing registry services for a specific Top Level Domain (TLD), Country Code Top Level Domain (CCTLD) or Sponsored Top Level Domain (STLD), in accordance with the terms of its contract with ICANN or the relevant government authority. The organization authorized by ICANN to provide registration services for a given TLD to ICANN-accredited Registrars.

“WHOIS”: A protocol for accessing databases containing all information relating to registered Domain Names: Registrant details, contact details (administrative and technical), and the servers on which the name is technically installed.

Article 3. Identification of the Registrant

The Client expressly declares that it has the power, authority and capacity to enter into and perform its obligations under the Agreement.

By express agreement between the Client and NAMEBAY, the mere act of sending the reservation form by the Client shall constitute full and complete acceptance of the terms of the Agreement, which the Client undertakes to read in their entirety prior to doing so.

3.1. Provision of information

The Client shall provide NAMEBAY with true, accurate and reliable information and shall update it immediately during the entire duration of the domain registration. This information shall include: first and last name, postal address, email address, telephone number, fax number of the Domain Name holder, administrative contact and technical contact; first and last name of the person authorized and designated as the administrative contact in case the Domain Name holder is an organization, association or company; DNS of the primary and secondary name servers; and any other information required for the registration of the Domain Names.

The Client declares that it has obtained the consent of the third parties whose personal information was provided to NAMEBAY on the online reservation form.

NAMEBAY reserves the right to suspend or delete Domain Names without prejudice to the Client if the information is incomplete or inaccurate, if the information has not been updated or if the Client has not replied within 15 days to a request from NAMEBAY.

If the Client intends to license its Domain Name to a third party, the Client remains the owner of the Domain Name and is therefore responsible for the accuracy and reliability of the information provided. The Client is responsible for the accuracy and reliability of the information provided. The Client is therefore required to update the contact information to facilitate the resolution of any problems that may arise in relation to the Domain Name. NAMEBAY shall in no event be liable for damages caused by unlawful use of the Domain Name unless it discloses the current contact information provided by the Licensee and the identity of the Licensee within seven (7) days to a party providing the registered Domain Name holder with reasonable evidence of actionable damage.

3.2. Contact IDs and Passwords

The identifier (contact ID) and the confidential code (password) given to the Client to enable it to identify itself to NAMEBAY's servers and to carry out certain operations directly, are personal and confidential. The Client shall not, under any circumstances, reveal them to a third party and remains solely responsible for their management and conservation. NAMEBAY shall not be held responsible for any fraudulent use of these.

In the event of loss, theft or possible disclosure of such data, the Client shall immediately inform NAMEBAY, which shall proceed to create a new password in the shortest possible time.

Article 4. Domain Name registration procedure

Applications for the registration and renewal of Domain Names are transmitted online, using a reservation form available at <http://www.namebay.com/>, which includes the information mentioned in Article 4 "Registrant Identification".

4.1. Availability of the Domain Name to be registered

A Domain Name may appear to be available when the Client consults the Whois service, whereas in reality it is already reserved or in the process of being reserved. In this case, the Client's request shall be rejected and the Client shall not hold NAMEBAY or the Registry or the corresponding Registry Operator liable.

NAMEBAY shall use its best efforts to ensure that the Client's request is forwarded to the relevant Registry Operator within 48 hours from the receipt of the complete Registration Information by NAMEBAY.

NAMEBAY shall not be held responsible for technical difficulties beyond its control, encountered both in the transmission and in the registration of data by the Registry or Registry Operator in question.

4.2. 5.2 Registration conditions

When the Client applies for registration, it undertakes to read and accept the eligibility conditions for each chosen TLD and undertakes to respect them. These conditions are available on the NAMEBAY website and are accessible during the online registration process. By accepting this Agreement, the Client also accepts the conditions and rules imposed by the Registries, which can be accessed in the Special Conditions of this Agreement and at the following link: <https://www.namebay.com/liste-des-conditions-des-registres/>.

If the Client decides to cancel the registration procedure, when the application is refused by the Registry or the Registry Operator or when the Client has applied for registration without fulfilling the eligibility requirements, a cancellation fee shall be retained by NAMEBAY.

This cancellation fee shall amount to 20% of the registration fee and shall not be less than 10 Euros.

If NAMEBAY asks the Client to provide documents in order to confirm a registration or to meet the eligibility requirements, the Client's failure to respond shall result in the impossibility to register the chosen Domain Name. Under no circumstances shall NAMEBAY be held responsible, nor shall it refund the Client.

The Client agrees that its Domain Name may be suspended, cancelled or transferred in order to (1) correct any errors made by the Registry Operator or by NAMEBAY, during the registration of the Domain Name or (2) to resolve disputes concerning the registered name.

Article 5. Intellectual property

5.1. 5.1. Respect of third party rights

The Client hereby declares that he/she alone is responsible for any infringement of third party rights, particularly intellectual property rights and personality rights, which may result from the registration, renewal, use in any form whatsoever, or transfer of a Domain Name.

It is the Client's responsibility to conduct prior art searches on previous distinctive signs, in particular with respect to the trademark, trade name, company name, Domain Names and other creations protected by current intellectual property law, and to ensure that the chosen Domain Name does not infringe upon them.

The Client shall be solely responsible for all consequences of any infringement of prior rights, without NAMEBAY being held directly or indirectly liable.

5.2. 5. Illicit use

In general, the Client agrees that the Domain Name shall not infringe upon public order, good morals, and applicable laws and regulations. NAMEBAY shall not be held responsible for any illegal or fraudulent activity or liable to pay any compensation whatsoever, and reserves the right to suspend or delete the registration of a Domain Name in the event of a breach of these contractual obligations or complaints from third parties.

The Client also agrees not to use NAMEBAY's services for the purposes of illicit trade in Domain Names, nor for fraudulent appropriation for resale to the legitimate owner of a distinctive sign or corresponding name, nor for computer attacks such as denial of service or phishing attacks, nor for unsolicited mass email solicitations to entities other than the existing clients and usual contacts of the recipient of the data. In case of violation of this commitment, the Client will bear the consequences of this activity alone.

The Client is solely responsible for any violations of public order, public safety and public morality that may occur as a result of the registration of a Domain Name.

5.3. Whois database

In accordance with the current regulations and procedures governing the Domain Name System, the Information required for the registration or renewal of a Domain Name, namely

- the registered Domain Name(s);
- the name and postal address of the holder of the Domain Name(s);
- the name(s), postal address(es), e-mail address(es), telephone and fax numbers, if any, of the technical and administrative contact for the Domain Name(s);
- the primary and secondary Internet Protocol (IP) addresses of the Domain Name(s);
- the primary and secondary DNS (Domain Name Server) addresses of the Domain Name(s);
- the date of the initial creation of the registration and its expiration date;
- and all other necessary and required data specified in the appropriate documents,



shall be made public by NAMEBAY in a searchable database (Whois directory) unless restricted by ICANN or the Registries.

The Domain Name holder expressly consents to the processing and storage of the data mentioned in this Article.

Article 6. Domain Name management

6.1. Modification of Whois contact information (gTLDs)

In accordance with the ICANN regulation called IRTP (Inter-Registrar Transfer Policy), any change in the contact details in the Whois file concerning the name of the holder organization, the first and last name of the holder, and/or the email address of the holder of a Domain Name registered under a generic TLD (gTLD), is considered as a change of holder, and thus results in the Domain Name being locked at the Registrar for a period of 60 calendar days, starting from the date of finalization of the changes made.

Thus, when changing the holder of a Generic Domain Name, a double check must be carried out by the Registrar managing the concerned Domain Name.

The Registrar must first send an email requesting validation of the transfer of the Domain Name to the old and the new holder, and then an email confirming the transfer of the Domain Name to the old and the new holder when the operation is finalized.

In order to facilitate the transfer of ownership, the Client accepts that NAMEBAY be designated as its validating agent. Therefore, the Client explicitly authorizes NAMEBAY to approve on its behalf any transfer of Domain Name ownership requested by the Client concerning generic Domain Names operated through NAMEBAY.

If the Client no longer wishes NAMEBAY to be its validating agent, it shall send a written request by mail to NAMEBAY's customer service.

In the case of a reseller Client, in addition to the above conditions, it is the reseller's responsibility to ensure that the former and new holders of the Domain Name under a generic Top Level Domain (gTLD) undergoing a change of ownership are informed that NAMEBAY is their validating agent. Upon ICANN's request, NAMEBAY may ask the Reseller to provide evidence of the designation of NAMEBAY as validating agent by the said Registrants.

6.2. Renewal of Domain Names

The registration of a Domain Name must be periodically renewed. The frequency of such renewal shall depend on the period subscribed to at the time of the first registration or the previous renewal of the Domain Name.

NAMEBAY shall notify the Client by e-mail, with reasonable notice, of the obligation to pay the renewal price of the Domain Names concerned, effective on the renewal anniversary date.

This notification shall be sent to the billing contact or the reseller contact of the Domain Name, as follows

- 60 days before the expiration date (e-mail sent only to the billing contact)
- 30 days before expiration (e-mail sent only to the billing contact)
- 15 days before expiration (e-mail sent only to the billing contact)
- 5 days before expiration (e-mail sent only to billing contact)
- The day of expiration (email sent only to the billing contact)

If the renewal fee is not paid in full within the deadline, the Domain Name in question will not be renewed and the Client alone will bear all the consequences.

6.3. Transfer of Domain Names (GTLDS)

The Client may transfer its Domain Name to any person, except for restrictive conditions set forth by ICANN or the Registries, as long as the Agreement is in force;

- provided that the Client has paid all amounts due or to become due to NAMEBAY;
- provided that no proceedings concerning the Domain Name are pending or have been closed for less than fifteen days; and
- provided that the new holder meets the requirements and obligations related to the use of the Domain Name, the verification of this point being the exclusive responsibility of the Client.

6.3.1. Transmission of the transfer certificate

This transfer shall be carried out by the transmission of a transfer certificate of which the Client may obtain a model on the NAMEBAY website under the heading "legal documents".

This certificate shall only be valid if it has been duly signed by the beneficiary and the Client. By signing, the beneficiary agrees to this Agreement.

The Client shall assume all responsibility for the fraudulent or illicit use of its Domain Name.

6.3.2. Authorization code (Auth-code)

The auth-code is a code provided by the Registrar to allow the transfer of Domain Names between Registrars at the Registrant's request.

Auth-codes are strictly confidential. The Client has access to the auth-code necessary for the transfer by consulting its management interface.

The Client must not, under any circumstances, reveal them to third parties and remains solely responsible for their management and conservation. NAMEBAY shall not be held responsible for any fraudulent use of these.

6.3.3. Transfer or deletion by enforcement

Any enforceable court decision served on NAMEBAY as well as any arbitration decision duly notified to NAMEBAY ordering the transfer or deletion of a Domain Name shall be executed immediately without prior notice to the Client.

6.3.4. License

The Domain Name is an intangible asset of the Client which it may license.

A Domain Name license is defined as authorizing a third party to use the said Domain Name for a certain period of time in return for payment of royalties. It does not constitute a legal transfer of the Domain Name and the Client shall retain control of it. Therefore, the Domain Name holder remains exclusively responsible for the use made of the Domain Name vis-à-vis Namebay.

6.3.5. Bankruptcy proceedings

If the Client is subject to a bankruptcy proceeding, such as liquidation, cessation of business, receivership or any other procedure specific to companies in difficulty, the transfer of the Client's assets, and thus the Domain Names, remains the responsibility of the designated representative.

6.4. Change of Registrar

The Client may decide to change Registrar as of the sixty-first (61st) day following :

- the registration of its Domain Name by NAMEBAY;
- the last transfer of ownership.

For further information, please consult the "Inter-Registrar Transfer Policy":

<http://www.icann.org/fr/resources/registrars/transfers>

6.4.1. Outgoing transfer

The request for a change of registrar shall be taken into account upon receipt by NAMEBAY of the following elements

- Notification of the request by the Registry Operator,
- Payment of all amounts due to NAMEBAY by the Client (fees etc.).

NAMEBAY shall be entitled to reject the transfer request in the following cases:

- situations described in the Domain Name Dispute Resolution Policy,
- bankruptcy proceedings (receivership, liquidation, etc.) in progress against the Domain Name Client,
- dispute about the identity of the administrative contact or registrant (hereinafter referred to as the Transfer Contact) who initiated the request,
- Request made within the first sixty (60) days following the transfer to NAMEBAY,
- Cancellation of the request expressly requested by the Registrant. In case of conflict between the Registrant and the administrative contact, the authority of the Registrant of the Domain Name shall prevail over that of the administrative contact.

6.4.2. Incoming Transfer

The request for transfer of a Domain Name to NAMEBAY must be submitted online, using the corresponding form available on its website www.namebay.com.

The Client represents and warrants that:

- the information transmitted to NAMEBAY is accurate and complete,
- the person submitting the request is authorized to do so and has the authority to legally represent the Domain Name holder.

Upon receipt of the request by NAMEBAY, an ICANN standardized authorization email form (FOA) entitled "Initial Authorization for Registrar Transfer" including a reference number allowing the tracking of the request will be sent to the current transfer contact for verification and authorization of the request.

<http://www.icann.org/en/resources/registrars/transfers/foa-auth-12jul04-en.htm>

The transfer request will be considered confirmed when NAMEBAY has received the transfer authorization from the transfer contact, through the online confirmation form on a web page whose URL will be indicated in the acceptance request email.

The request is effective as soon as NAMEBAY receives the following elements:

- Approval of the request by the transfer contact according to the method accepted by NAMEBAY and described above,
- Notification of database update (taking into account the change of Registrar in favor of NAMEBAY) from the Registry Operator.

NAMEBAY, the Registry Operator or the current Registrar are entitled to reject the transfer, in particular in the following cases:

- the transfer contact does not respond to the notification e-mail within 30 days after it has been sent or, at the latest, two days before the Domain Name's expiration date.
- the Transfer Contact refuses the Registrar transfer.
- the Registrant of the Domain Name refuses the request despite the agreement of the administrative contact, i.e. one of the situations described in the Domain Name Dispute Resolution Policy occurs
- the Domain Name holder is bankrupt or in the process of bankruptcy
- Presence of a dispute or reasonable doubt as to the identity of the Transferring Contact.
- the request is made to NAMEBAY within the first sixty (60) days following the initial registration of the Domain Name.
- the request is made to NAMEBAY within the first sixty (60) days following a previous transfer of Registrar.

In case of refusal of the request for any reason whatsoever, the transfer fees paid to NAMEBAY shall not be refunded to the Client and such refusal shall not entitle the Client to any compensation.

Transfers between Registrars as well as any dispute arising from such a transfer are subject to the rules set forth by ICANN:

- Principles governing transfers between Registrars: <http://www.icann.org/en/transfers/policy-en.htm>
- Principles of Inter-Registrar Transfer Dispute Resolution: <http://www.icann.org/transfers/dispute-policy-12jul04.htm>

These documents may be amended at any time by ICANN and shall be binding on the Client unless the Client requests termination of the Agreement upon learning of the amendment.

6.4.3. Transfer of "Cctld" And "Stld" Domain Names

For the transfer of ccTLD Domain Names, the Client shall refer to the specific characteristics of each extension, which are available on the Namebay website and in the Special Conditions of the Agreement.

Article 7. Pricing elements

7.1. Fees and Payment

Registration and renewal fees are listed on the NAMEBAY website. They may vary at any time without prior notice and may include the applicable value added tax. The applicable rates and taxes are those in effect on the day of registration or renewal.

Payment must be made by credit card (Visa, Mastercard, Eurocard, American Express, JCB).

The total price is due upon receipt of the registration or renewal request made by the Client. The price will not be refunded if the competent authorities, ICANN, the Registry or the Registry Operator, suspend or delete the registered or renewed Domain Names.

7.2. Modification of prices

NAMEBAY reserves the right to readjust its prices at any time, in particular according to possible variations imposed by the Registries, currency parities or additional taxes. The new rates shall come into effect as soon as they are published on the NAMEBAY website. They shall apply to any Domain Name registration or any renewal made after their publication

Article 8. Retraction

The Client in its capacity of consumer, even if it has a period of seven clear days to exercise its right of withdrawal in accordance with the Monegasque law in force, and of 14 calendar days for consumer clients located in the European Union, accepts that this right of withdrawal cannot be executed after the services have been fully performed, due to the clearly personalized nature of the Domain Name order.

The Client exercises his right of withdrawal by mail or email.

The right of withdrawal is exercised without having to give reasons or pay penalties. For services, it takes effect from the day of acceptance of the offer.

When the right of withdrawal is exercised, NAMEBAY is obliged to reimburse the sums paid as soon as possible.

Article 9. Additional services

NAMEBAY offers additional services related to Domain Names. These services remain subject to the present Agreement. These services allow the Client to perform web and email redirections, to benefit from pop accounts, to subscribe to an advanced DNS management service, to use specific web tools such as the API (Application Programming Interface).

The list of these services is not exhaustive. Any other service related to Domain Names shall also be subject to these General Terms and Conditions of Sale, as well as to the specific conditions applicable to this service.

Article 10. Personal data protection

Parties undertake to comply with the legal and regulatory provisions in force relating to personal data protection (hereinafter "**Personal Data**"), in particular Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, abrogating Directive 95/46/EC as from May 25th 2018.

The Client is informed that Personal Data it communicates to NAMEBAY are subject to processing, which is necessary for the provision and monitoring of the Services, but also for their proper operation, in compliance with applicable laws, regulations and contractual conditions, in particular between Nameshield and the Registries.

The Client ensures that the Personal Data it provides to Nameshield have been collected fairly and lawfully from the concerned persons. In particular, the Client guarantees to respect the obligation to inform the concerned persons and to obtain their consent where necessary.

NAMEBAY undertakes to process Personal Data only as necessary to manage the commercial relationship and to provide the Services ordered by the Client, in compliance with its obligations. NAMEBAY undertakes not to store, process or transmit all or part of the Personal Data provided by the Client to third parties, apart from the obligations imposed by ICANN, Registries and any other entity necessary for the performance of the Services.

Parties undertake, with regard to the processing of Personal Data for which they are responsible, to carry out all the formalities required by the competent control authority and to respect and jointly ensure the rights of the concerned persons by the processing (rights of access, rectification, opposition and deletion).

Parties undertake that concerned persons by the processing of Personal Data will have knowledge of the purposes, categories of Personal Data, categories of recipients, the duration of their storage, the rights of the persons concerned

over the Personal Data, as well as the existence of a possible transfer of Personal Data outside the European Union, and if necessary in a State which is subject of an adequacy decision or not.

The Client is informed that NAMEBAY takes all necessary precautions to preserve the security of all Personal Datas, and in particular to prevent them from being distorted, damaged, lost, destroyed or used fraudulently. As such, NAMEBAY implements appropriate technical and organizational measures to ensure the security and confidentiality of Personal Data.

The Client of registered Domain Name declares that a notice indicating how the holder of the registered Domain Name or the person concerned can access and, if necessary, rectify the data held about him/her and, has been provided to any third party whose personal data is provided to the Registrar by the Client of the registered Domain Name, and that the Client of the registered Domain Name has obtained consent to the processing of personal data from any third party.

The Client may object to the transmission and/or storage of information, unless this is essential for the proper functioning of the registration, the management of the Domain Names or for the respect of the agreements concluded with ICANN and the Registry Operator. This objection must be sent to donneespersonnelles@namebay.com.

The Client shall have the right to access and rectify its personal data through the administration interface available on the NAMEBAY website.

NAMEBAY agrees not to store, process or transmit all or any part of the Information in contravention of the rules set forth in this Agreement and to take all reasonable precautions to protect all or any part of the Information from loss or misuse, or unauthorized access or disclosure, alteration or destruction.

The Client acknowledges that NAMEBAY is the owner of all rights on the client file constituted from the information transmitted, as well as on the extracts and compilations of this file, for the whole world.

Article 11. Liability

NAMEBAY is only subject to an obligation of means.

NAMEBAY performs the following services:

- Search for Domain Name availability in the "Whois" database;
- Registration, renewal and transfer of Domain Names, and other related services;

NAMEBAY is bound by the ICANN Charter "Registrant Rights and Responsibilities" :
<http://www.icann.org/fr/resources/registrars/raa/registrant-rights-responsibilities>

The indication by NAMEBAY of the availability of the Domain Name on its website www.namebay.com in the Whois section is purely indicative. The same applies to the confirmation of the reservation made by e-mail as soon as the registration formalities have been completed and the payment recorded. Consequently, only the effective registration by the Registry is considered as a definitive registration.

NAMEBAY shall do its best to ensure that the Client's request is forwarded to the corresponding Registry as soon as possible after receipt of the required information by NAMEBAY.

NAMEBAY shall not be liable to the Client or to any third party for any loss or damage that may occur due to events beyond its control, including but not limited to, interruption of service beyond its control, malfunctions of the Internet network, technical problems affecting the registration system or any damage attributable to the Registries.

NAMEBAY shall in no case be held liable to the Client or third parties for any direct, indirect, immaterial or consequential loss or damage of any kind, commercial or financial loss, loss of clientele, loss of brand image, operating loss, loss of profit or orders and/or any commercial disturbance whatsoever, as well as loss of data or Domain Names, resulting from the Agreement and which may arise as a result of:

- of the use by a third party of the Domain Name belonging to the Client,
- delay or interruption of access to the Registry's Domain Name registration system,
- events beyond NAMEBAY's control,
- of any error, omission or action of the Registries or ICANN,
- of the application of the provisions of the ICANN and Registries' Dispute Resolution Policy,
- the loss of a Domain Name,

In all cases, NAMEBAY's financial liability shall be limited to the direct damages suffered and proven by the Client, within the limit of the amounts actually paid by the Client to NAMEBAY for the service concerned, during the 12-month period preceding the occurrence of the event leading to NAMEBAY's liability.

NAMEBAY shall not be held responsible for the total or partial non-performance of the agreement due to force majeure.

By express agreement, events such as interruption, breakdown, sabotage of telecommunication means, fire, flood, damage, natural disasters, riots, social conflicts, state of war, intervention of governmental authorities, strike, epidemic, malfunction or interruption of the electrical or telecommunication network, either at NAMEBAY or at its suppliers or service providers, delays in delivery by Namebay's suppliers or service providers, shall be considered as cases of force majeure, even if they are only partial and whatever the cause.

NAMEBAY shall not be held responsible for the total or partial failure to execute the contract due to force majeure.

Article 12. Indemnification

The Client agrees to indemnify, defend, hold harmless and avoid being sued by its involuntary acts or omissions, in connection with its Domain Name or its use, NAMEBAY, the Registry, ICANN and any person acting on their behalf against any claim, action or demand, liability, as well as any costs and expenses that may result therefrom, including fees and disbursements of their counsel.

This indemnification shall be in addition to that provided for in the ICANN Dispute Resolution Policy.

Article 13. Dispute resolution

The Client undertakes to respect the provisions of the ICANN Dispute Resolution Policy. This Charter consists of two documents issued by ICANN:

- As to the dispute resolution (<http://www.icann.org/en/help/dndr/udrp>),
- regarding the guiding principles (<http://www.icann.org/fr/help/dndr>).

Any dispute relating to a Domain Name will be subject to these rules.

In addition, any dispute relating to a Domain Name shall be subject to the specific rules set out in the relevant documents and Special Conditions.

In particular, the Client accepts that his Domain Name may be suspended, cancelled or transferred in order to resolve disputes concerning it.

These rules may be modified at any time by ICANN or the Registry Operator and these modifications shall be binding on the Client unless the Client requests the termination of the Agreement as soon as they are modified.

Article 14. Duration

This Agreement is concluded for the period for which the Client has subscribed to the registration rights relating to its Domain Name.

Article 15. Nullity

If one of the clauses of the Agreement is found to be invalid under an applicable legal rule, said clause shall be deemed unwritten but shall not invalidate the other clauses of the Agreement.

Article 16. Election of domicile

For the purposes of the Agreement, the parties elect domicile:

- For the Client, at the postal address of the administrative contact communicated to NAMEBAY;
- For NAMEBAY, at the postal address indicated in this Agreement;

The Client undertakes to inform NAMEBAY of any change of address as soon as possible. In the event of failure to communicate, NAMEBAY shall not be held responsible for any consequences that may arise from the impossibility of contacting the retailer of any emergency or essential information.

Article 17. Legislative competence

Monegasque law is the only law applicable to the Agreement, unless otherwise stated in the Special Conditions.

Article 18. Jurisdictional competence

In the event of a dispute relating to the interpretation or performance of this Agreement, the parties undertake to seek an amicable solution.

Failing such a solution, the dispute shall fall under the exclusive jurisdiction of the Monegasque courts, notwithstanding multiple defendants or the introduction of third parties.

Special Conditions

namebay

Article 1. Preamble

The present conditions apply in addition to the General Terms and Conditions of Sale. They are included in the Agreement as soon as the Client has chosen to register a domain name in the chosen TLD zone.

The registration terms and conditions, as well as the dispute resolution terms and conditions, may be modified by the Registries or the competent authorities. These modifications are binding on the Client as soon as they are published on the websites of the registries or authorities concerned. The Client certifies that he has read the special conditions applicable to the chosen extension. The conditions are also available during the online registration procedure.

Article 2. Registries policies

2.1. General Registries conditions

Conditions of registries are available following this link: <https://www.namebay.com/liste-des-conditions-des-registres/>

2.2. Conditions of specific Registries

2.2.1. Sector Domain .CCI.FR

a) CCI.fr naming rules for the consular network

In order to respect the coherence of the domain names of all the institutional sites of the CCI (Chambers of Commerce and Industry) and the national sites of products and services offered by the network, the present document organizes the process of registering domain names in .cci.fr knowing that the ACFCI controls any request for a domain name in .cci.fr from a (R)CCI (Chamber of Commerce and Industry, Regional Chamber of Commerce and Industry)

b) Conditions of eligibility

- Connection to the identity of a Chamber

A (R)CCI has the right to use the domain name nameofthechamber.cci.fr. It must therefore use this domain name to promote its own products or services.

Note that a product or service developed by a single Chamber may use a web address such as: <http://www.nomdeproduit.nomdelachambre.cci.fr>.

Preferably or <http://www.nomdelachambre.cci.fr/nomdeproduit>

These addresses do not require the registration of a new domain name because they depend on the domain nameofthechamber.cci.fr.

- The connection to the consular identity

National consular projects or projects that bring together several a (R)CCI are, on the whole, carriers of the consular identity, and should therefore be submitted with an address such as projectname.cci.fr.

c) Attribution procedures

The Chamber submits a request for a .cci.fr domain name to NAMEBAY, the sole provider approved by the ACFCI. NAMEBAY proceeds with a validation request to the ACFCI concerning the conformity of the domain name. Once validated by the ACFCI, the domain is made operational by NAMEBAY.

NAMEBAY's responsibility is limited to the provision of registration and renewal services. NAMEBAY is only subject to an obligation of means.

In no event shall NAMEBAY substitute itself for the ACFCI in the confirmation or refusal of a domain name creation or registrant modification request. Similarly, NAMEBAY shall not be held responsible for the renewal of a domain name.

2.2.2. .Asia (Asie)

a) Conditions

Find the registration conditions on: <https://www.namebay.com/liste-des-conditions-des-registres/>

b) Dispute resolution

- Control of supporting evidence:

At NAMEBAY's request, the Client agrees to provide at any time within 48 hours, any document justifying the registration of the domain name. If the Client fails to comply with this commitment, NAMEBAY reserves the right to suspend or delete the registered domain name.

- Reconsideration Procedure:

If the Verification Agent is faced with incorrect information, it is entitled to reject the domain name registration application. However, it is possible for an applicant to initiate a reconsideration procedure.

When this procedure is initiated, NAMEBAY charges a fee for this new procedure to reapply for the domain registration and to correct the errors of the previous application.

- Dispute Resolution Procedures:

Registrant agrees to submit to ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP")."