

IP TWINS

SPECIAL TERMS AND CONDITIONS OF SALE

DNS-based Domain Name Services

Update: 21 April 2023

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1 DEFINITIONS

"Costs and disbursements"	All fees and other expenses necessary for the execution of a Service, including bank charges and exchange fees, incurred by IP Twins on behalf of the Client as a result of a Service, whether successful or not (such as an attempt to register a domain name).
"Billing Contact"	The person within the Client's organization responsible for administering the Client's billing account.
"Client"	Any natural or legal person who send a Purchase Order to IP Twins.
"Contract"	Altogether: <ul style="list-style-type: none">- IP Twins Standard Terms and Conditions of Sale for DNS-based domain names (StanTCS-DN); and- Theses Special Terms and Conditions of Sale for DNS-based domain names (SpeTCS-DN);- Any Purchase Order accepted by IP Twins;- All other contractual stipulations incorporated directly or indirectly into these SpeTCS-DN.
"Domain Name's Life Cycle"	See Article 9.1.
"Essential Information"	Information without which the execution of a Service is incomplete or fails.
"Fees"	The price, Costs and Disbursements due for the provision of the Services described in the Purchase Order or calculated by reference to the standard prices of IP Twins. The details of the Fees are contained in the Tariff Conditions.

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“Grace Period”	Period of the Domain Name's Life Cycle following the Registration Period and preceding the Redemption Period. The Grace Period gives the Client the possibility to renew the domain name with IP Twins (as a Registrar) despite the expiry of the Registration Period.
“Interlocutor”	For the Client, the natural person authorized by the Client to send the Purchase Orders and the information necessary for the execution of the Purchase Orders to the Interlocutor at IP Twins. For IP Twins, the account manager assigned to the Client, authorized to receive Purchase Orders and information sent by the Client.
“IP TWINS “	IP Twins SAS, a company incorporated under French law registered with the Paris Trade and Companies Register under number B 441 049 376 and whose registered office is at 78, rue de Turbigo, 75003 Paris, and, where applicable, any of IP Twins’ business partner.
“Parties”	Altogether, IP Twins and the Client.
“Purchase Order”	Any instructions communicated by the Client to IP Twins at the email address ivan.sly@iptwins.com .
“Redemption Period”	Period of the Domain Name's Life Cycle following the Grace Period and preceding the deletion procedure. The Redemption Period gives the Client the possibility to restore the domain name, despite the expiration of the Registration Period and the Grace period, via IP Twins (as a Registrar), directly with the competent Registry.
“Registrar”	Legal entity accredited by the Internet Corporation for Assigned Names and Numbers (ICANN) and one or several Registries to sell and manage Domain names.
“Registrant”	The natural or legal person holding control over the domain name.

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“Registrar lock”	Lock placed on the domain name by the registrar.
“Registry Lock”	Lock placed on the domain name by the competent Registry.
“Registry”	Entity in charge of the administration of a Top-Level Domain (or TLD). The Registry lays down the conditions applicable to the services concerning the domain names that fall under its competence. For example: Verisign, Inc. is the registry for .COM ; AFNIC is the registry for .FR ; UK Creative Ideas, Ltd. is the registry for .ART ; Binky Moon, LLC is the registry for .FOOTBALL .
“Service”	Service provided to the Client by IP Twins. The Services are expressed in detail in the Purchase Order. Services include any legal or technical service relating to a domain name including creation, hosting, technical maintenance, redirection, modification of zones, security, renewal, incoming transfer, outgoing transfer, backorder, restoration, obtaining the ownership of the domain name by negotiation or via an extra-judicial procedure, e-mail settings or abandonment.
“SpeTCS-DN”	These Special Terms and Conditions of Sale.
“SSL Certificate”	Certificate enabling the so-called “HTTPS” protocol to be activated, “S” meaning “secured”. Among other benefits, SSL certificates protect site data and improve its referencing.
“StanTCS-DN”	IP Twins’ Standard Terms and Conditions of Sale for DNS-based domain names.
“TLD”	See “Top-Level Domain”.
“Top-Level Domain” or “TLD”	Suffix part of the domain name located to the right of the “dot”. For example, in the following cases, the Top-Level Domain (or TLD) is highlighted: name. COM ; name. FR ; name. UK ; name. CN , name. SHOP ; name. BRAND ; name. COFFEE ; name. TOKYO .

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2 PURPOSE

1. These SpecTC apply to any Service relating to a domain name requested by the Client by submitting a Purchase Order.
2. The SpecTC supplement the StanTC. The SpecTC do not replace the StanTC.
3. In case of conflict, the SpecTC prevail over the StanTC.

3 NOTIFICATIONS

1. Unless stated otherwise, all notifications are made in writing to ivan.sly@iptwins.com.
2. All telephone conversations are confirmed in writing without delay.

4 OBLIGATION TO COOPERATE

1. The Parties recognize each other's a mutual obligation to cooperate.
2. The obligation to cooperate includes:
 1. To provide accurate, reliable and actual information;
 2. To provide Essential Information for the performance of the Service within the time limits set;
 3. To make all possible efforts to ensure the proper performance of the Services.
3. The Parties undertake to inform each other of any errors or omissions as soon as they become aware of such error or omission.
4. To this end, the Parties designate two Interlocutors to ensure dialogue in the various stages of the Services. The Parties provide the first name, surname and contact details of the Interlocutors no later than the day of the beginning of the Contract. In the event of a change of Interlocutor, the Parties shall inform each other without delay.

5 THE CLIENT'S OBLIGATION

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5.1 Duty to keep itself informed

1. By virtue of his duty of cooperation, the Client, in his capacity as a professional, has the duty to proactively keep itself informed.
2. The Client acknowledges that:
 1. There are several hundred Top-Level Domains;
 2. Each Top-level Domain is governed by specific legal provisions and contractual stipulations;
 3. The rights and obligations of the Parties to these SpeTCS-DN are themselves governed by legislative provisions and contractual stipulations.
 4. These SpeTCS-DN cannot incorporate all of the information that may be deemed useful by either Party at a given time during the precontractual phase and the performance of the Contract.
3. The Client makes every effort to become aware of the legislative and contractual framework governing the domain name for which the Client is considering a Service.
4. For example, a domain name registered under the .COM Top-Level Domain is governed by the laws and regulations in force in the countries in which the domain name and the site concerned are accessible. In addition, the registration and use of a .COM domain name are governed by the following contractual provisions:

TITME OF THE CONTRACT	PARTIES TO THE CONTRACT
Registry Agreement	ICANN and the Registry (Versign, Inc.)
Registrar Accreditation Agreement	ICANN and the Registrar (IP Twins)
ICANN Transfer Policy	ICANN and the Registrar (IP Twins)
ICANN WhoIs Data Reminder Policy	ICANN, the Registrar (IP Twins), and the Registrant
ICANN Expired Domain Deletion Policy	ICANN and the Registrar (IP Twins)
ICANN Restored Names Accuracy Policy	ICANN and the Registrar (IP Twins)
The Accreditation Agreement between the Registry and the Registrar	The Registry (Verisign, Inc.) and the Registrar (IP Twins)
The StanTCS-DN	The Registrar (IP Twins) and the Client
The SpeTCS-DN	The Registrar (IP Twins) and the Client

Uniform Domain Name Dispute Resolution Policy and the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules")	The Registrar (IP Twins) and the Client, the Third Party, and the dispute resolution service provider.
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5. The Client acknowledges that the contracts between IP Twins and ICANN and the contracts between IP Twins and Registries impact the contracts between IP Twins and the Client.
6. The Client is bound by an obligation to inform itself about the legislative provisions and contractual stipulations applicable to the Service, including, non-exhaustively:
 1. The eligibility conditions, including:
 1. A condition of territoriality (such as the obligation to own a trademark registered in the country concerned); or
 2. A requirement consisting in belonging to a specific sector of activity.
 2. The conditions for the registration of a domain name;
 3. The terms of use, where applicable, limiting the content of the website designated by the domain name.
 4. The conditions for the transfer of a domain name;
 5. The terms of abandonment, suspension or termination.
7. IP Twins informs the Client that the Internet Assigned Numbers Authority (IANA) maintains and updates the catalog of existing Top-Level Domains at the following address: <https://www.iana.org/domains/root/db>. The Client may refer to this catalog to find out about the conditions governing the Services.

5.2 Duty to comply with the legal provisions

1. In the choice and use of the Domain Name, the Client undertakes to respect:
 - Public order of the countries in which it makes available to the public:
 - The Domain Name ; and
 - The website made accessible via the Domain Name.
 - The rights of third parties, including, but not limited to, intellectual property rights, personality rights and peaceful enjoyment of their electronic devices.

- The contractual stipulations imposed by the registry in charge of the Top-Level Domain, including the conditions of eligibility, the conditions of use and the dispute resolution systems.
2. The Client carries out the verifications and due diligence necessary to comply with the applicable legislative and contractual provisions.

5.3 Due Diligence

1. By virtue of its duty to cooperate, the Client carries out all the due diligence and verifications necessary for the performance of the Contract and the effectiveness of the Services.
2. Any Purchase Order sent by the Client to IP Twins must contain complete, exact, precise and actual information.
3. In particular, the Client carries out the following diligence and verifications:
 1. Authentication of the instructing party to ensure that the latter effectively and unequivocally holds the authorization and powers to make a Purchase Order on a domain name on behalf of the Client.
 2. Relating to the performance of the Purchase Order.
4. The Client informs IP Twins of any errors or additional information required as soon as the Client becomes aware of such error or additional information required.

6 IP TWINS' OBLIGATIONS

6.1 No Prior Search

IP Twins does not carry out any prior search to eliminate the risk of confusion between the domain name chosen by the Client and intellectual property rights of third parties.

6.2 Duty to Inform

1. Regarding its obligation to cooperate, IP Twins undertakes to respond to the Client's requests for information as soon as practicable.
2. The request for information may give rise to invoicing, depending on its characteristics, in particular:
 1. The working time required;
 2. The imposed working language; or

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3. The urgency of the request.

6.3 Due Diligence

1. Regarding its duty of cooperation, IP Twins carries out all the due diligence and verifications necessary for the performance of the Contract and the effectiveness of the Services.
2. In particular, IP Twins carries out all the following diligence and verifications:
 1. Authentication of the instructing party to ensure that the latter effectively and unequivocally holds the authorization and powers to make Purchase Orders on behalf of the Client.
 2. Fulfillment of Purchase Orders.
3. IP Twins informs the Client of any errors or additional information required as soon as IP Twins becomes aware of such error or required information.
4. IP Twins reserves the right to refuse the registration of a domain name which would manifestly infringe the rights of third parties, or public order.
5. IP Twins undertakes to carry out the Service diligently, within the time limits set and in strict compliance with the laws and regulations in force.
6. IP Twins keeps the Client regularly informed of the progress of the Service referenced in the Purchase Order.

7 PERSONAL DATA AND WHOIS DIRECTORIES

1. The Client acknowledges the following:
 1. The registration or acquisition of a domain name may require, depending on the Top-Level Domain concerned and the competent Registry, the collection and publication of personal data such as:
 - The first and last names;
 - The postal address;
 - The telephone number;
 - The email address.
 2. The Competent Registry may also require proof of identity for verification purposes only (for certain Geographic Top-Level Domain).

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3. The personal data collected is intended to be published, except for identity documents (such as a passport), in a directory called WhoIs Directory.
 4. Each Top-Level Domain has a WhoIs Directory administered by the competent Registry.
2. The Client obtains the prior, written and unequivocal consent of the natural person whose personal data is to be collected and published.
 3. The Client provides accurate and reliable WhoIs data throughout the domain name registration period.
 4. In the event of a change, the Client has some time to update the WhoIs data. In the absence of an update within the time limit, the Client is liable to the suspension or cancellation of the domain name.
 1. For Generic Top-Level Domains, this period is seven days.
 2. For other Top-Level Domains, the time allowed to update the WhoIs data depends on the conditions of registration and use defined by the competent Registry.

8 PURCHASE ORDER

1. The Client orders the Services from IP Twins through a Purchase Order.
2. The Purchase Order indicates:
 1. If the Client is a natural person:
 - The registrant's first and last name, postal address, email address and telephone number; and
 - Registration or acquisition of the domain name implies acceptance of the applicable personal data policies
 - The IP Twins Personal Data Policy incorporated by reference to the StanTCS-DN, these SpeTCS-DN and accessible at the following address:
<https://wp.me/PavRrR-2re> ; and
 - The personal data policy of the competent Registry.
 2. If the Client is a legal person:
 - Its legal form;

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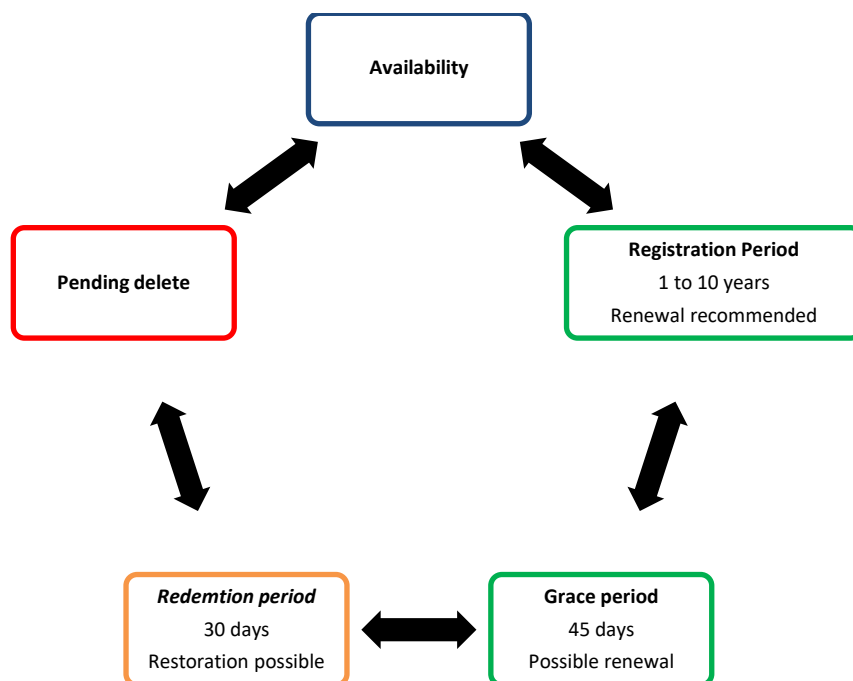
- Its registration number and, where applicable, its intra-community VAT number;
 - The first and last name of the Interlocutor, and his/her email address and phone number;
 - The first and last name of the billing contact person, and his/her email address and phone number;
3. The Purchase Order contains all the Information essential to the performance of the requested Service.
 4. The information contained in the Purchase Order is complete, accurate, actual and unequivocal.
 5. The Client may cancel or modify an Purchase Order without any payment to be claimed by IP Twins if the work relating to the requested Service has not started.
 6. The Client may cancel or modify an Purchase Order, including when the related Service has started. In this case:
 1. The Client notifies IP Twins of its decision as soon as possible.
 2. Termination of the Purchase Order is effective upon the expiry of a period of one week from the date of receipt of the notification.
 3. Within this period, the Client is required to pay the amount of the Purchase Order reduced in proportion to the Service performed by IP Twins up to the effective date of termination;
 4. IP Twins will submit a written summary report of the Services performed.
 7. In the event that IP Twins cannot perform a Purchase Order for the registration of a domain name within a period of three months from the acceptance of the said Purchase Order for reasons beyond its control, IP Twins will send to the Client a notification of non-performance.

9 SERVICES

9.1 Domain name life cycle

1. The Client takes note of the standard life cycle of a domain name registered under a Generic Top-Level Domain.

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2. The Client acknowledges that depending on the Top-Level Domain and the relevant Registries, the life cycle of the domain name may vary.

9.2 Registration

1. The Client sends IP Twins a Purchase Order containing all the Essential Information for registering the domain name.
2. The Client verifies the accuracy and completeness of the Purchase Order in accordance with the conditions of registration and use defined by the competent Registry.
3. The Client acknowledges and accepts the collection of Personal Data for the purpose of publication in the Whois Directory by the competent Registry, under the conditions provided for in **Article 7** of these SpeTCS-DN.
4. By registering a domain name, the Client agrees to receive notifications expiry and renewal warnings.
5. IP Twins carries out the usual checks, in particular the accuracy and completeness of the Purchase Order.
6. IP Twins submits the registration request as soon as it has all the Essential Information for the accomplishment of its mission.
7. The Client acknowledges that the allocation of domain names obeys the so-called "First come, first served" rule, from which it follows that a registration request may

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be refused by the competent Registry if the latter has accepted a prior request for the same domain name.

8. The Client acknowledges that it is not the responsibility of IP Twins to accept the domain name registration request and to make it effective. The Client acknowledges that the acceptance of the registration request is the responsibility of the competent Registry.
9. IP Twins provides the Client with a registration report or failure report as soon as possible.

9.3 Setup

1. The Client provides IP Twins with a Purchase Order containing all the Essential Information for the settings of the domain name such as redirection, change of zones or SSL certificates.
2. IP Twins carries out the usual checks, in particular the accuracy and completeness of the Purchase Order.
3. IP Twins performs the Services required for the settings.
4. IP Twins sends the Client a report on the status of the domain name as soon as possible.

9.4 Renewal

1. A domain name is registered for a limited time, defined by the competent Registry. Depending on the relevant Top-Level Domain and Registries, the domain name may be registered for one or more years.
2. As the expiration date approaches, IP Twins sends the Client renewal notices.
3. The Client provides IP Twins with the email address at which the Client decides to receive renewal notices.
4. The Client can decide to receive automatic renewals.
5. In the absence of automatic renewal, the Client sends to IP Twins a Purchase Order in which the Client describes its decision to renew or not to renew the domain name;
 1. If the Client decides to renew the domain name, IP Twins renews the domain name without delay;
 2. If the Client decides not to renew the domain name, IP Twins lets the domain name expire;

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3. In the absence of a response from the Client, IP Twins lets the domain name expire.
6. Despite the expiration of the domain name, IP Twins maintains the possibility of renewing the domain name during a so-called “Grace Period” of 45 days. The renewal operation occurring during the grace period is billed as a renewal occurring during the registration period.
7. At the end of the grace period, there is an additional period called the “Redemption Period” of 30 days. The Client is informed of the consequences of entering the domain name within the redemption period:
 1. DNS servers are disabled, making the domain name inactive;
 2. The domain name becomes available again when the redemption period expires;
 3. The renewal operation carried out during the Redemption Period requires an intervention with the **competent Registry** giving rise to additional invoicing, provided for in the Tariff Conditions and considering the intervention of IP Twins and any costs for reactivating determined by the competent Registry.

9.5 Abandonment

1. The Client who makes the decision to abandon the domain name informs IP Twins within a reasonable time.
2. The Client acknowledges that in the event of a delay in the notification of the decision to abandon the domain name, the renewal is invoiced in accordance with the Tariff Conditions.

9.6 Transfer in

1. The Client provides IP Twins with the Purchase Order indicating its decision to transfer the domain name from a third party Registrar to IP Twins.
2. IP Twins complies with ICANN's Policy on transfer between Registrars, available at: <https://www.icann.org/resources/pages/registrars/transfers-en>
3. The Parties acknowledge that the effectiveness of the Incoming Transfer depends on the full cooperation of all parties, including the third-party Registrar.
4. The terms of an Incoming Transfer comply with the domain name registration conditions (**Article 9.2 of these SpeTCS-DN**). However, the Client is required to collect certain Essential Information from the third-party Registrar.

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5. The Client acknowledges that any error or omission in the provision of Essential Information for the transfer of the domain name is likely to cause the interruption of all or part of the Services related to the domain name.

9.7 Transfer out

1. The Client provides IP Twins with the Purchase Order indicating its decision to transfer the domain name to a third-party Registrar.
2. IP Twins complies with the ICANN Policy on the transfer of domain names between Registrars, accessible at the following address:

<https://www.icann.org/resources/pages/registrars/transfers-en>

3. IP Twins refuses the transfer of the domain name in the following situations (the list is not exhaustive), provided for by the ICANN Policy on the transfer of domain names between registrars:
 - The transfer request is fraudulent;
 - Existence of a dispute over the identity of the domain name holder;
 - Absence of payment due by the Client to the Registrar;
 - The transfer was requested within 60 days of the date of registration or the date of the previous transfer between Registrars;
 - The transfer was requested within 60 days of a change in domain name holder;
 - Existence of pending adjudicatory legal proceedings (judicial or extra-judicial);
 - Existence of an ongoing dispute related to a previous transfer.
2. IP Twins undertakes to make every effort to:
 - Guarantee the transfer of the domain name following the usual process in the domain name industry, and as soon as possible;
 - Ensure the continuity of Services related to domain names.
3. IP Twins declines all responsibility in the event of interruption of Services related to the domain name occurring after the transfer of the domain name.

9.8 Suspension, cancellation and forced transfer

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IP Twins executes without delay any request for suspension, cancellation or transfer from:

1. An adjudicatory authority (judicial or extrajudicial);
2. An administrative authority (ICANN or the competent Registry).

10 SUSPENSION OF SERVICES

1. IP Twins reserves the right to immediately interrupt all or part of the Services in the event of an act or omission by the Client affecting or risking affecting the proper functioning or security of the network, infrastructure, or IP Twins equipment.
2. IP Twins reserves the right, in the event of an emergency, to suspend all or part of the Services in order to carry out maintenance operations on its network and/or its hardware and software components. As far as possible, IP Twins notifies the Client prior to such suspension. In such a situation, IP Twins undertakes to make every effort to restore service as soon as reasonably possible.
3. Except in cases of emergency, IP Twins undertakes to notify the Client in advance in writing of the suspension of Services.

11 PRICING CONDITIONS ET FEES

1. IP Twins informs the Client of its Pricing Conditions.
2. The Pricing Conditions are expressed in Euros and excluding tax.
3. The Client informs IP Twins by email that it accepts the Pricing Conditions.

12 BILLING

1. Each new Client provides to IP Twins:
 1. If applicable, the intra-community VAT number;
 2. An email address dedicated to sending and tracking invoices.
2. Unless stated otherwise, all Services give rise to invoicing.

13 PAYMENT TERMS

1. ***

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14 CLIENT RESPONSABILITY

1. The Client assumes full responsibility for the registration and use of the domain name.
2. The Client remains responsible for the registration and use of the domain name in the event of a license of the domain name to a third party.
3. Any error or omission made by the Client in the Purchase Order or in the provision of Essential Information engages the sole responsibility of the Client when IP Twins is unable to identify or correct the said error or omission.
4. Any error or omission made by the Client during technical manipulations engages the exclusive responsibility of the Client, particularly in the following situations:
 1. Modification of domain name zones;
 2. Modification of the SSL certificate;
 3. Redirection.

15 IP TWINS RESPONSABILITY

1. IP Twins declines all responsibility for the choice and use of the domain name made by the Client.
2. Any error or omission made by the Client in the Purchase Order or in the provision of Essential Information exonerates IP Twins from any liability if IP Twins is unable to identify or correct the said error or omission.
3. Any delay in the provision of a Purchase Order having caused the failure of an Operation exonerates IP Twins from any liability.

16 DISPUTE RESOLUTION

16.1 Disputes between IP Twins and the Client

1. The most diligent Party sends the other Party a letter of formal notice describing its grievances and requests.
2. The dispute is deemed to have started on the day of receipt of the letter of formal notice.
3. Any dispute, controversy or claim arising under, out of or relating to this Contract and any subsequent amendments of this Contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be settled amicably.

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4. If, and to the extent that, any such dispute, controversy or claim has not been settled within 60 days of the commencement of the dispute, the courts of Paris shall have exclusive jurisdiction. Alternatively, if, before the expiration of the said period of 60 days, either Party fails to participate or to continue to participate in the amicable settlement process, the courts of Paris shall have exclusive jurisdiction. The dispute, controversy or claim shall be decided in accordance with the law of France.

16.2 Disputes between the Client and third parties

The Client acknowledges that the Contract incorporates the dispute resolution clause imposed by the competent Registry. By accepting this clause, the Client makes an *erga omnes* offer to settle disputes arising from the registration, acquisition and/or use of the domain name. Any third party considering that the domain name infringes its trademark rights is free to accept the dispute resolution offer made by the Client by submitting a complaint to a dispute resolution institution of its choice among those accredited, if applicable, either by ICANN or by the competent Registry. Considering the meeting of consents between the Client and the third party, the applicable procedure is accepted and is binding on the Client.

17 SCOPE AND INTERPRETATION

1. These SpeTC are assessed in the light of the IP Twins StanTC relating to domain names (REF-CGVNDD-IPTWINS-Date-2022-01-14) and any additional agreements concluded between IP Twins and the Client.
2. In the event of any discrepancy between the StanTCS-DN and the SpeTCS-DN, the SpeTCS-DN shall prevail.

18 LANGUAGE

1. This Contract is written in French and may be translated into several languages.
2. In case of conflict, the French version prevails.

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