

General Terms and Conditions

Trustee agreement for the registration of domain names under the TLD .cn

between

name: _____

a customer of _____ hereafter called "Customer"

and

Nanjing Imperiosus Technology Co. Ltd
Splendid Times Building, Office 1004
139 Hanzhong Lu
210004 Nanjing
Jiangsu Province
China

hereafter called "Trustee"

Preamble

The customer as a beneficiary desires to register a domain name under the top-level-domain .cn with CNNIC using the services of the Trustee.

Whereas the customer is unable to register a domain name under the Top-Level-Domain .cn as a result of the registration rules of CNNIC, the customer authorizes the trustee to register a desired domain name with his domain registration provider (hereafter called "domain provider") and to administer the domain name during the duration of this contract.

The trustee agreement will only become effective upon the direct payment of the trust fee to domain provider of customer by the customer and the successful registration of the .cn domain name at CNNIC.

Having said this the Customer and Trustee conclude an Agreement under the below conditions:

1. Duties of the customer

a) The customer guarantees that neither the domain applied for nor the contents to be placed on a corresponding website violate any third-party rights (e.g., trademark, name-use rights and copyrights), statutory bans of China or generally-accepted Chinese and international moral precepts; in particular the Customer will not place any content that is hateful, threatening, pornographic, offers for gambling or contents that support or glorify terrorism on the website reachable under the domain name.

The Customer shall post an Imprint (Acknowledgement Notice) on the website which clearly identifies the owner and responsible party for all contents made available in accordance with Chinese law and CNNIC regulations.

b) The customer undertakes to comply with all registration rules for .cn domain names established by CNNIC. He further covenants that the domain name will not be used to resolve to or forward to a website in China (not including Taiwan, Hongkong and Macao) without a legal, Chinese government issued ICP license number for the domain name thus used. The customer accepts full legal responsibility for any consequences caused by the violation of the above commitment, including, but not limited to the immediate deletion of the domain name.

c) The customer undertakes to inform the trustee immediately and in writing by mail, fax or e-mail on all events relevant to the registration of the domain, in particular any change of the Beneficiary or initiation or if the customer is threatened with legal action or if legal action is taken against the customer.

d) The customer shall not have the right to assign the rights and obligations arising from this contract to a third party without written consent of the trustee.

e) In respect to the domain registration, the customer agrees to reply in detail to all inquiries of the trustee by mail, fax or e-mail immediately, but at the latest within 48 hours. This time period will be further limited if a third party (claimant, court, etc.) effectively sets a shorter time limit.

f) The customer is responsible for keeping his contact data up-to-date with his provider at all times and explicitly authorizes his provider to make contact data available to the trustee.

g) If the customer cannot be contacted via the contact information provided by him or if he does not reply to an inquiry of the trustee within the time limit granted to him, the trustee will be entitled to taking all necessary decisions, in particular as to the release of the domain because of actual or alleged violations of the law, to place the domain under the administration of CNNIC or to delete the domain name without further warning.

2. Duties of the trustee

- a) The trustee undertakes to fulfill all tasks assigned to him as the registrant of the domain name in trust in the customer`s interest. He will comply with the customer`s respective instructions provided they are not in conflict with the laws of China or any of the contractual agreements of the two parties. The trustee will not assist the customer in a procurement of an ICP license number for website operation.
- b) The trustee will without further delay inform the customer on all questions concerning the domain registration. To the extent possible, he will not take any decision without prior consultation with the customer.
- c) The trustee will make any decisions that can or must be made without conferring with the customer at reasonable discretion.
- d) In case of actual or alleged violations of the law or police or other government agency investigation, the trustee can suspend, block or delete a domain name without notifying the customer and without any compensation.
- e) If a domain name was deleted by the trustee and is still within redemption period, the trustee may restore the domain name to the request and expense of the customer only if the investigation that caused the deletion is closed with no further action and the domain name does not violate any policy.
- f) In case of malicious conduct or breach of this agreement, the trustee will notify the customer. If the customer does not reply within reasonable time, the trustee can suspend, block or delete the domain name without any compensation.

3. Resolution of disputes with third parties

- a) In case the trustee is called upon by a third party to release or delete a domain, the customer shall within the time limit set in section 1 declare in writing if he agrees to the release or if he wants to defend the domain.
- b) Should the customer agree to the release, the trustee will declare the deletion of the domain to CNNIC and will inform the third party/claimant. The agreement between the trustee and the customer shall be terminated by this declaration. A notice of termination is not required.

c) If the customer does not execute a declaration, the trustee shall be entitled to place the domain under the administration of CNNIC or to delete the domain.

d) In case the customer informs the trustee that he wants to defend the domain, he shall within two days cede to the trustee a collateral (cash payment/cash-equivalent in USD) in the amount determined by the trustee at reasonable discretion that in accordance with section 8 will secure the trustee`s claim for indemnification on the grounds of court fees possibly born by the trustee.

In addition, the customer within two days shall name a lawyer, who will represent the customer to third parties in and out of court. If the customer does not comply with the aforementioned obligations, the trustee will be entitled to proceed in accordance with the section 3b).

4. Contraventions

In case the domain name as such or the content posted on the web site accessible via the domain name contravene applicable law, in particular penal regulations, or in the case of police or governmental agency investigation, the trustee has the right to suspend, block or delete the domain name without prior warning and to terminate this contract with immediate effect.

5. Consideration

a) The customer must pay the proxy fee to his domain registration provider, per domain name for a contract, one year in advance. The amount payable is determined by the current price list published in the customer`s account.

b) In case of the premature deletion, suspension or transfer of a domain the customer will not be entitled to a partial refund.

6. Duration of the contract

a) This agreement shall be concluded for an indefinite period, but will only remain effective as long as a domain remains with the current domain provider.

b) The trustee and the customer denounce their right of termination of contract.

c) This will not effect a termination of contract for cause or any other causes for discharging or terminating the contract stated in this agreement.

d) In case the domain provider terminates the cooperation with the trustee, the trustee shall have the right to terminate this agreement within one month, after the end of the cooperation.

7. Liability of the trustee

The trustee shall only be liable for damages, if he violates a material obligation under the agreement (cardinal obligation) endangering the purpose of the agreement or if the damages arise from intention or gross negligence.

8. Liability of the customer

The customer shall indemnify the trustee from all costs, damages and prejudices arising from third parties asserting claims - justified or false - judicial or extra-judicial - on the grounds of the domain registration and calling upon not only the domain holder, but also the trustee, or exclusively upon the trustee. This claim exists regardless of negligence or fault. The trustee undertakes to cede any claims for indemnification against third parties acting without justification to the customer contemporaneously in return for the compensation for any disadvantages arising to the trustee.

9. Miscellaneous

Venue for all disputes resulting from this Agreement is Nanjing, Jiangsu Province, China.
The law of the China under exclusion of the provisions on standardized UN-Commercial law on the Sale of Goods exclusively governs this Agreement and any claims resulting from it .

Customer

Domain provider (on behalf of the Trustee)

Signature: _____

Signature: _____

Name: _____

Name: _____

Reseller Name: _____

Title: _____

Place/Date: _____

Place/Date: _____