

TERMS AND CONDITIONS

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Introduction.

Netpublica.com Corp. is a company duly established and registered in Wyoming - USA, is the owner and operator of www.domain.re.

This agreement ("*Agreement*") between You ("*Customer*") and Netpublica.com Corp. ("*Provider*") consists of these online Terms and Conditions ("*Terms and Conditions*"). This Terms and Conditions includes online customer order form available on www.domain.re ("*Order Form*") and online account registration form available on www.domain.re ("*Account Registration Form*") and the online Privacy Policy available on www.domain.re ("*Privacy Policy*") and the attached Schedules and all other agreements, policies, and documents incorporated by reference herein.

The "Registry" shall mean the authority in charge of allocating domain names in the relevant domain zone as designated in the IANA (Internet Assigned Numbers Authority) database accessible at www.iana.org. This registry administers a unique database for the extension within its purview. The database also contains specific information regarding the domain names.

According to the terms and conditions of the Naming Policy for top-level-domain .RE (.RE Registry legal rules), the Domain Name holder and domain's administrative contact must be a company or individual located in EU. The Provider is legally compliant to legally register .RE domain names. The Customer want available for him a Domain Name under the top-level-domain .RE with the Provider as the Domain Name holder and the Provider as the domain's administrative contact authorized representative for receiving the service off official or court documents for the purposes of any legal Procedure under the law of the French Republic.

In accordance with the herein Terms and Conditions, the Provider sell to The Customer a licence to use the Domain Name(s).

As long as the Customer respect herein Terms and Conditions and pay the annual renewal fees before the invoice due date, Customer will own the exclusive right to use Domain Name(s).

This Terms and Conditions is hereby made part of and incorporated into the Order Form or into the Account Registration Form or into the Privacy Policy. The Terms and Conditions of this Agreement govern the respective rights and obligations of the Provider and you (Customer), the party identified on the Order Form or on the Account Registration Form. The Order Form will mention the syntax of domain name(s), the annual fees, and the duration of the licence you order to the Provider .

This Agreement will effectively bind Customer upon Customer's submission of:

- The Order Form by clicking the "COMPLETE ORDER" button at the end of the Order Form,

OR

- The Account Registration Form by clicking the "COMPLETE REGISTRATION" button at the end of the Account Registration Form.

1. Agreement: For valuable consideration, the Provider and the Customer hereby agree as follows:

Definitions:

Customer : The purchaser of the exclusive right to use a Domain Name.

Provider : Netpublica.com Corp.

Licence Fee : The yearly fees for a licence to use one single Domain Name

Domain Name : The Internet Domain Name

2. Term for this licence to use : The term is for 12 consecutive months ; The licence to use start the day of the Domain Name registration at Registry level.

3. Exclusive Right to Use: Customer acknowledges and understands that he is purchasing the exclusive right to use the Domain Name. The Customer shall have the exclusive right to use the Domain Name for any lawful purpose including any of the following:

- Customer may select any name server
- Customer may select any hosting service.

- Customer may select any E-Mail service.

- The customer may choose to use their own name servers at no additional charge with the exclusive right to use the Domain Name.

4. Prohibited Use: Customer shall not assign or transfer any part of his interest in the Domain Name or in this licence to use without prior written consent of the Provider.

5. Fees: The Customer agrees to pay a Licence Fee to the Provider.

The Provider shall also have the right to pass through to the Customer any Internet Tax(s) or documented increases in expenses or holding costs directly associated with the ownership of the above Domain Name. **The Licence Fees is (for 12 consecutive months) . Fees are paid in advance before the invoice due date.**

6. Exclusive Right to Renew and Price Guarantee: The Customer shall have the exclusive right to renew his licence to use by paying fees in advance before the invoice due date. The Licence Fee shall remain the same as the first year price. The customer shall have exclusive use of the Domain Name.

Invoice Due Date: The first day of the domain's anniversary's month (at Registry level) is set as the Invoice's Due Date.

Failure to pay in advance before the invoice due date will constitute a cancellation of the Domain Name(s) licence to use. A notice of termination is not required.

7. Domain Name Ownership: Customer acknowledges and understands that:

- Customer is not buying any ownership of Domain Name.
- Customer is buying the "Exclusive Right To Use" Only!
- Said use shall be subject to the terms and conditions stated herein.

8. Customer Representations. Customer represents that, to the best of their knowledge and belief, neither the registration of the Domain Name nor the manner in which it is directly or indirectly to be used infringes on the legal rights of any third party. The Customer is responsible for providing to the Provider with full contact information and providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Domain Name. Customers licensing use of a Domain Name according to this provision shall accept liability for harm caused by wrongful use of the Domain Name.

Customer agrees that registration of the Domain Name shall be subject to suspension, cancellation, or transfer pursuant to any AFNIC-adopted policy, or pursuant to any Registrar or Registry procedure not inconsistent with an AFNIC-adopted policy, (1) to correct mistakes by any Registrar, the Registry, or the Registry administrator in registering the name, or (2) for the resolution of disputes concerning the Domain Name.

9. Disclaimer of Warranties. EXCEPT AS SET FORTH HEREIN, Provider EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnification. Customer agrees to indemnify, defend and hold harmless the Provider from and against any third party claim, action, suit, or proceeding arising out of use of the Domain Name. Such indemnity shall apply to all losses, damages, liabilities, and reasonable attorney's fees and costs incurred by the Provider.

Customer shall indemnify and hold harmless the Provider, its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to the Domain Name registration.

11. Limitations on Liability. The Provider shall not be liable for any special, incidental or consequential damages, or for interrupted communications, lost data or lost profits, arising out of or in connection with this licence to use. The maximum amount of damages to be paid to the Customer shall be limited to the Licence Fee stated above.

12. Interpretation: In interpreting this licence to use, all captions and titles shall be disregarded, and when applicable, the singular of any word shall mean or apply to the plural, and masculine form shall mean and apply also to feminine, and vice versa.

13. Resolution of disputes with third parties

- a) In case the Provider is called upon by a third party to release or delete the Domain Name, the Customer shall within the time limit of 48 hours declare in writing if he agrees to the release or if he wants to defend the Domain Name. This 48 hours time period will be further limited if a third party (claimant, court, etc.) effectively sets a shorter time limit.
- b) Should the Customer agree to the release, the Provider will declare the deletion of the Domain Name to AFNIC and will inform the third party/claimant. The licence to use between the Provider 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 Provider shall be entitled to place the Domain Name under the administration of AFNIC or to delete the Domain Name.
- d) In case the Customer informs the Provider that he wants to defend the Domain Name, he shall within 2 days cede to the Provider a collateral (cash payment/cash-equivalent in EUR) in the amount determined by the Provider at reasonable discretion and abutted on the court fees act and the regulations regarding attorney`s fees of the European Union`s member states, that in accordance with section 10 will secure the Provider`s claim for indemnification on the grounds of court fees possibly borne by him.

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 Provider will be entitled to proceed in accordance with the section 13.b)

14. Contraventions

In case the Domain Name as such or the contents posted on the web site accessible via the Domain Name contravene applicable law, in particular penal regulations, the Provider has the right to have the Domain Name deleted or interrupt the use of the Domain Name without prior warning and to terminate this contract with immediate effect.

15. Terms Binding: All terms and conditions are included herein and no verbal agreements shall be binding.

16. Miscellaneous Provisions.

Provider is not obliged to check if the registration of the domain or the content or services offered through the domain infringe prevailing law or third party rights. However, in the event that Provider determines that the domain name or content or services offered through this infringes prevailing law or third party rights, Provider is entitled to have the domain name deleted without prior notification or warning and/or to terminate the Domain Name licence to use.

a) Customer, in the use of the above Domain Name shall abide by all government laws, rules and/or regulations. In addition the Customer shall abide by any agreements, policies, rules or regulations that are required of the Provider. These shall include but are not limited to the items listed below, plus any additional policies, rules or regulations as set out by the Internet Corporation, the web hosting provider, and the AFNIC-Domain Name registrar(s).

- No content like gambling, lottery, reverse bidding auction, pornography, exaltation of violence, or support or glorify terrorism or racism activities
- No illegal activity and no content that violate the French law or violate the law of any country where the customers/users of the web site are targeted or Emails are send.
- Email : no spam abuse, some examples of practice we banned are the same that there are listed in the yahoo Universal Anti-Spam Policy <http://docs.yahoo.com/info/guidelines/spam.html>
- No use of "black hat techniques", or buying or selling links for the purpose of manipulating a search engine rankings. We strongly encourage you to get very close attention to the "Google Quality Guidelines," which outline some of the illicit practices that we also ban. <http://www.google.com/support/webmasters/bin/answer.py?answer=35769&hlrm=en#2>
- Domain Name syntax : do not use in any way the name of a French city, a French municipality, a French organisation (public or private)
- Domain Name syntax : do not use in any way a surname
- Domain Name syntax or content of web site and emails : Trademark, copyright or any intellectual right property infringements are strictly forbidden.
- With respect to any registration of a .RE domain name, the licensee to the terms and conditions of the .RE Naming Policy, available at <http://www.afnic.fr/data/chartes/charter-re-2009-03-30.pdf> , and are hereby incorporated and made an integral part of this licence to use between the Provider and the Customer. The .RE Naming Policy may revise these terms at any time, and the licensee Customer agrees to be bound by such revisions.
- The Customer shall post an Imprint (Acknowledgement Notice) on the website which meets the requirements of the European Commission`s Directive 98/34/EC, OJ L 204 of 21.6.1998, p. 37, in the version of the Directive 98/48/EC, OJ L 217 of 5.8.1998, p. 18.
- The Customer undertakes to inform the Provider immediately and in writing by mail, fax or e-mail on all events relevant to the registration of the Domain Name or initiation or if the Customer is threatened with legal action or if legal action is taken against the Customer.

b) The customer fully agree with the Provider : It's strictly forbidden for the Customer to make any competitive activity like : .re domain names registration, .re domain names licence, .re domain names trustee service or .re domain names local service.

c) Venue for all disputes resulting from this contract is Reunion Island. The law of the French Republic under exclusion of the provisions on standardized UN-Commercial law on the Sale of Goods exclusively governs this contract and any claims resulting from it.

d) If any provision of this contract is held to be unenforceable for any reason, the remaining provisions shall remain in full force and effect.

e) The waiver of any breach of this contract will not operate as a waiver of any other or subsequent breach.

f) This contract constitutes the entire understanding and agreement between Provider and Customer. This contract may only be amended in writing acknowledged by both parties.

g) Any notices required or permitted hereunder may be given by electronic mail or fax if receipt is confirmed by the recipient, or if the notice is also sent by first class mail. Notice will be deemed given on the date the electronic mail is sent