**General Terms and Conditions
for the Use of the Services of OpusDNS GmbH**

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This English translation of the General Terms and Conditions of OpusDNS GmbH is provided for informational purposes only and is not legally binding. The legally authoritative version is the original German text. In the event of any discrepancies or differences in interpretation between the English and German versions, the German version shall prevail.

1. Scope and General

1.1 Scope: These General Terms and Conditions (hereinafter referred to as "**GTC**") shall apply for all contracts concluded and/or for all (future) business/contractual relationships between OpusDNS GmbH, Franz-Mayer-Str. 1, 93053 Regensburg, Germany (hereinafter referred to as "**OpusDNS**") and their business customers (hereinafter referred to as "**Customer(s)**"), in particular - but not limited to - the registration and management of domain names (especially domain name transfer and domain name renewals), other related services (e.g. the use of certificates) as well as SaaS-Subscriptions (see Sect. 3.1), insofar as these are made available to the Customer via the customer portal (hereinafter referred to as "**Dashboard**") - hereinafter collectively referred to as "**Service(s)**". The Customer and OpusDNS either individually referred to as the "**Party**" or collectively referred to as the "**Parties**".

1.2 Customer Status: Traders within the Meaning of Sect. 14 of the German Civil Code ("BGB"): These GTC and all Services offered by OpusDNS are exclusively directed at business customers, i.e. traders within the meaning of Sect.

14 BGB. This includes individuals or legal entities or partnerships with legal capacity who act in the exercise of their trade, business, or profession and not as consumers. The Services may be used either for the Customer's own business purposes or for resale to their own customers (whether end customers or business customers/traders themselves). Consumers within the meaning of Sect. 13 BGB are explicitly excluded from the scope of these GTC and will not be accepted as Customers of OpusDNS. The Customer is obliged to inform OpusDNS without undue delay and in writing if they cease their business activities in whole or in part, or if they no longer qualify as a trader within the meaning of Sect. 14 of the German Civil Code (BGB).

1.3 Deviating Terms and Conditions of the Customer: Deviating, conflicting or supplementary terms and conditions of the Customer shall not become part of the contractual relationship between the Customer and OpusDNS unless OpusDNS has expressly agreed to their applicability in writing.

1.4 Amendment to the GTC: OpusDNS shall be entitled to amend these GTC at any time with future effect if there is a legitimate reason. Legitimate reasons shall in particular be deemed to exist in the event of changes in legal or regulatory requirements, binding court decisions, technical or organizational developments or if the contractual balance is significantly disturbed due to unforeseen market development.

The amended GTC will be announced to the Customer exclusively by making the updated version available in the Dashboard. Any additional notification by email to the email address stored in the Dashboard is for informational purposes only and is not required for the validity of the amendment. The provision of the information in the Dashboard is decisive for the effectiveness of the amendment.

If the Customer does not object to the amendment within fourteen (14) calendar days of receipt of the notification, the amendment shall be considered accepted. OpusDNS shall explicitly notify the Customer that their silence shall be deemed as acceptance, at the start of the objection period.

If the Customer objects in due time, the amendment shall not come into force. In such a case, OpusDNS shall be entitled to terminate the contractual relationship for cause, effective as of the scheduled date on which the amendment would take effect.

1.5 Availability of the GTC: The current version of these GTC can be accessed at any time at www.opusdns.com/terms-conditions.

2. Conclusion of Contract

2.1 Conclusion of Contract: The presentation of the Services or the provision of contractual documents (e.g. the Master Service Agreement) does not constitute a legally binding offer by OpusDNS. The contract shall only be concluded by the express order confirmation by OpusDNS or the actual provision of the Services.

2.2 Reservation of Acceptance: OpusDNS shall be entitled to reject orders or offers without stating reasons, in

particular to make the conclusion of a contract and the provision of Services contingent upon a prior positive credit check.

3. Services of OpusDNS

3.1 Scope of Services and SaaS-Subscriptions: OpusDNS provides the Customer with a wide range of Services and products - including domain name registrations, API access, certificates, management functions and, if applicable, licenses. These Services are typically provided as part of a Software-as-a-Service model (hereinafter referred to as "**SaaS-Subscriptions**") via the Dashboard operated by OpusDNS. The scope and availability of functions depend on the subscription selected by the Customer, as set out in the Dashboard.

Regardless of whether a Service is offered as a standalone product or as part of a package, whether chargeable or free of charge, any Service requested by the Customer or provided by OpusDNS is part of the "Services" governed by these GTC and any other applicable policies. OpusDNS shall be entitled to offer certain features or Service content only in specific pricing tiers.

In particular, specific Services - such as domain name registrations - are additionally subject to applicable external conditions, e.g. registration conditions of the respective registry/registries (hereinafter referred to as "**Registries**" - singular: "**Registry**") for the individual Top-Level Domains (hereinafter referred to as "**TLD(s)**") - such as the policies of DENIC eG or of VeriSign, Inc. - the requirements of the respective certification authority responsible for issuing and managing digital SSL certificates (hereinafter referred to as "**Certificate Authority**") as well as the requirements of the Internet Corporation for Assigned Names and Numbers (hereinafter referred to as "**ICANN**"). In the event of any uncertainty or omissions, these GTC shall prevail unless expressly agreed otherwise in writing.

3.2 Domain Name Registration / Special Conditions and Role as Intermediary: Where OpusDNS provides domain name registration Services, it acts solely as a technical intermediary toward the respective Registry. Upon successful registration, a direct contractual relationship may arise between the Customer and the respective Registry. The Customer is solely responsible for complying with such special conditions regarding this contractual relationship; OpusDNS has no control over these.

OpusDNS makes no warranty regarding the actual availability or eligibility of requested domain names; neither can OpusDNS guarantee that a registered domain name will be permanently qualified as registrable by the Registry or that it will not be qualified as a so-called "Registry Premium Domain Name" subject to higher fees in the future. However, OpusDNS will promptly notify the Customer upon becoming aware of such changes.

Domain name registration and management are further subject to the conditions and policies of third parties, in particular:

- the registration requirements and technical guidelines of the respective Registry,
- ICANN's requirements and policies, particularly the Registrar Accreditation Agreement (RAA).

These external conditions are an integral part of the contractual relationship between the Customer and OpusDNS. The currently valid versions can be viewed at www.opusdns.com/services-policies. The Customer undertakes to take note of and comply with these relevant conditions. Amendments to these conditions take effect automatically upon becoming effective with the Registry, without requiring separate notification by OpusDNS.

3.3 Individual Agreements and Order Process: The specific scope of Services is subject to individual agreements, in particular the Master Service Agreement of OpusDNS, or the respective details in the order process within the Dashboard.

3.4 Performance of Services: OpusDNS shall perform the Services at its own discretion with regard to time, place and manner, aiming for maximum efficiency. Coordination with the Customer may occur if it serves efficient Service delivery. There is no personal dependence on or integration into the Customer's business organization.

3.5 Due Care and Technical Development: OpusDNS shall provide the Services with utmost care and diligence in accordance with the latest standards and knowledge. However, the Customer shall have no claim to specific adaptations of Services to future technical developments.

3.6 Free Services: As long as OpusDNS provides its Services free of charge, the Customer has no right to demand fulfillment or continued free provision of these Services. If necessary, OpusDNS shall be entitled to offer these previously free of charge Services as paid Services at any time.

3.7 Adjustments of Services, Products and Prices: OpusDNS shall be entitled to modify the offered Services, products and/or prices at any time with a notice period of at least one (1) month via notification in the Dashboard (in accordance with Sect. 4.10) or by email, provided that such adjustments are reasonable and not unduly disadvantageous to the Customer. Reasons for such adjustments may include legal, technical or economic reasons (e.g. changes in market conditions, technological advances or disruptions in the contractual balance of performance and consideration).

The adjustments shall be implemented in a manner that ensures a fair balance of interests between OpusDNS and the Customer. Material changes to the scope of Services, as well as price changes, will be communicated to the Customer at least one (1) month in advance of their effective date via the Dashboard in accordance with Sect. 4.10. At the same time with such notification, the Customer shall be informed that the amended terms will become part of the existing contractual relationship between the Parties as of the specified effective date and that the amendment shall be deemed accepted unless the Customer expressly objects within fourteen (14) calendar days of the notification being made available in the Dashboard. In the event of a timely objection, either Party shall be entitled to terminate the contractual relationship for cause with fourteen (14) calendar days' notice, effective as of the date the changes were scheduled to take effect.

3.8 Performance and Delivery Dates: Agreed performance and delivery dates shall only be legally binding if expressly confirmed in writing by OpusDNS. If Services are only partially available for technical or operational reasons, OpusDNS shall be entitled to deliver in parts. The Customer must accept partial deliveries unless this is deemed unreasonable in consideration of its interests.

3.9 Usage Rights to the Dashboard: For the duration of the contractual relationship and as long as the Customer duly meets their contractual obligations, the Customer is granted a non-transferable, non-exclusive and revocable right to use the Dashboard and corresponding API interfaces of OpusDNS as per the agreed Service scope.

3.10 Availability, Issue Resolution: The average availability of OpusDNS Services amounts to nearly one hundred (100) percent on an annual average. Exceptions include periods of downtime due to technical or other issues outside OpusDNS's control (e.g. force majeure, third-party faults) or required maintenance of up to one (1) percent of total annual time. Preventive maintenance interruptions will be announced in advance and - where feasible - scheduled outside of normal business hours.

OpusDNS shall remedy Service disruptions without undue delay upon becoming aware thereof, within the bounds of technical and operational feasibility.

The Customer shall immediately report any Service disruptions ("error reports") it observes.

Service disruptions within OpusDNS's responsibility shall be reported in writing without undue delay. If such Service disruption is not remedied within a reasonable period (generally at least one (1) week), the Customer may terminate the contract for cause.

3.11 Change of IP and URL addresses: OpusDNS shall be entitled, if necessary (i.e. due to technical need), to change IP addresses or URL addresses. A change of the IP address or the URL does not change the contractual relationship; any other terms of the contractual relationship shall remain untouched and enforceable.

3.12 Use of Subcontractors: OpusDNS shall be entitled to subcontract the Services in its own name and at its own expense. Subcontractors may in turn engage other subcontractors. OpusDNS remains the sole contractual partner of the Customer. The use of subcontractors shall not take place if it is apparent to OpusDNS that their use is contrary to the legitimate interests of the Customer.

4. Customer Obligations

4.1 General Obligations: The Customer must provide the information, data and other content required for the provision of Services fully and accurately. Changes must be communicated without undue delay, and the Customer must ensure that all provided information remains up to date at all times. In particular, the (contact) data and other relevant details stored in the Dashboard must always be kept up to date and promptly updated in the event of any changes. Furthermore, the Customer is obliged to respond to inquiries from OpusDNS promptly and in full.

4.2 Technical Requirements: The Customer is responsible for establishing and permanently maintaining all technical and organizational requirements necessary for the proper use of the Services of OpusDNS. This includes, in particular, the provision and maintenance of a functional technical infrastructure, the correct setup, configuration and maintenance of any technical interfaces (e.g. API connections), access to a stable and high-performance internet connection and the use of appropriately qualified and trained personnel. In addition, the Customer is responsible for

the general administration of the Services provided by OpusDNS, unless expressly agreed otherwise.

4.3 Consequences of Insufficient Cooperation: Delays in Service delivery caused by the Customer's delayed, incomplete, or incorrect cooperation shall not entitle the Customer to make any claims against OpusDNS. In such cases, OpusDNS shall be entitled to suspend the commencement or continuation of Service provision until full cooperation is restored, including the temporary or permanent suspension of access to the Dashboard or API interfaces. Provisions regarding liability and indemnification remain unaffected.

4.4 Compliance with Legal and Third-Party Rights: The Customer is obliged to ensure that the domain names registered and managed through their customer account do not infringe any third-party rights and do not violate any applicable laws or accepted standards of decency. The same applies to the content accessible via those domain names. In addition, the Customer must refrain from any improper use.

The following are strictly prohibited:

- **Publication of Illegal Content:** The publication or distribution of content that violates legal or regulatory requirements, third-party rights (in particular personality, trademark, copyright, or naming rights) or accepted moral standards.
- **Endangering System and Network Security:** Any activity that is likely to compromise the stability, security or availability of OpusDNS's systems or networks, in particular the publication or dissemination of illegal content, is prohibited. OpusDNS shall be entitled to remove such content without prior notice and to block access.
- **Unsolicited Sending of Advertising Emails (Spam):** Sending of emails without prior explicit consent of the recipients, especially those containing promotional content as defined by Sect. 7 of the German Unfair Competition Act (UWG) ("email spamming").
- **Excessive or Unauthorized API Access:** Performing excessive or improperly managed API requests, automated data retrievals or other mass or unauthorized system accesses.
- **Disproportionate or Improper Data Processing causing Network Load or Impairment:** Triggering disproportionate or technically improper data processing that may increase network load or interfere with other Customers.
- **Failure to Report or Delayed Reporting of Incidents, as well as Lack of Cooperation in their Resolution:** Failure or delay in reporting recognized malfunctions, attacks, or system errors affecting OpusDNS's systems, as well as any lack of cooperation in investigating or remedying such issues.

4.5 Compliance with Policies and Registration Conditions: The Customer agrees to comply with all applicable requirements, policies and registration conditions of the respective Registry or other suppliers or institutions involved in fulfilling the contract (including ICANN). The same applies to legal and regulatory regulations. The Customer must also ensure that all third parties authorized to use the Services are appropriately informed of and bound to comply with these obligations. This includes, in particular, the acceptance of applicable dispute resolution procedures (such as UDRP, URS, etc.) required by Registries for specific TLDs.

4.6 Special Obligations for Reseller Activities: If the Customer registers or manages domain names not exclusively for themself or their own company, but on behalf of a third party - i.e. acts as a so-called reseller - the Customer represents and warrants that, at the time of registration or management, they always act on behalf of and with the appropriate authorization of the respective domain holder.

Upon request by OpusDNS, the Customer must immediately (at any time and without delay) provide appropriate evidence of such existing authorization. As long as such evidence is not provided, OpusDNS shall be entitled to suspend the provision of Services.

The Customer further agrees to effectively and legally pass on the provisions of these GTC as well as to the applicable requirements of the respective Registry and ICANN to their own customers and to conclude with OpusDNS a corresponding Master Service Agreement and - if required - a data processing agreement in accordance with Art. 28 para. 3 GDPR in its applicable version or any corresponding successor regulation ("DPA") with OpusDNS.

4.7 Protection and Handling of Access Credentials: The Customer agrees to treat login credentials, passwords, and API keys as strictly confidential, protect them from third-party access, and update them regularly for security purposes. If the Customer suspects that a third party has obtained access credentials, they must change the password immediately and notify OpusDNS in documented form without delay.

The Customer agrees to properly use the security measures and tools provided by OpusDNS (e.g. two-factor authentication) and ensure that any third parties acting on their behalf do so as well.

Any case of unauthorized access, misuse, or suspected misuse must be reported to OpusDNS without delay and in a documented manner.

In case of repeated incorrect login attempts or justified suspicion of unauthorized use, OpusDNS may temporarily block access and shall promptly notify the Customer.

All actions performed using the access credentials shall be deemed to have been carried out by the Customer, who bears full risk for unauthorized use.

4.8 Responsibility for Customer Account / Liability: The Customer bears full responsibility for all activities carried out via their Customer account, regardless of whether these activities are performed by the Customer themselves, by third parties acting on their behalf or by unauthorized third parties. This includes domain name registrations and management, message transmissions, API access, and any other use of the Services. The Customer must ensure that all account activities comply with these GTC and applicable law.

In case of misuse or unauthorized access, the Customer is obliged to inform OpusDNS immediately and take appropriate measures to secure their account. The Customer is fully liable for any direct or indirect damages resulting from (unauthorized) use or misuse of the account - especially where the account has been hacked or used by third parties to access the Services. Any liability of OpusDNS is excluded.

4.9 Duty to Stay Informed about Product and Service Developments: The Customer is obliged to inform themselves regularly and independently on their own responsibility about the current status of OpusDNS's products, Services, technical requirements and applicable pricing. This shall apply in particular where Services are accessed via automated interfaces (API). Any changes - including changes to the GTC - notifications and system messages are deemed to have been announced when they are made available in the Dashboard, regardless of whether a separate notification is sent by email to the address stored in the Customer account.

4.10 Notification of Communications: The Customer agrees that important notifications from OpusDNS will generally be made available via publication in the Dashboard. Once published in the Dashboard, such notifications are considered received and acknowledged. An additional email notification to the address stored in the customer account may be sent for informational purposes but is not required for effective delivery.

The Customer is also obligated to keep the email address stored in the customer account up to date and check it regularly. Similarly, the Customer must regularly check the Dashboard for new notifications. OpusDNS is not liable if the Customer fails to take note of communications in the Dashboard or related email notifications (e.g. about the availability of a new message in the dashboard).

4.11 Sanctions for Breach of Duties: Violations of the obligations arising from this Section may result in the partial or complete blocking/suspension of Services, the deletion of affected domain names or termination for cause with immediate effect of the contractual relationship. The Customer shall indemnify OpusDNS against all third-party claims and any resulting costs (including reasonable legal defense) arising from a culpable breach of duty by the Customer.

4.12 Audit Rights: The Customer agrees, upon request, to grant OpusDNS or a third party commissioned by OpusDNS and bound to confidentiality reasonable access to the information, systems and documents to verify compliance with applicable legal requirements (in particular data protection regulations), contractual obligations or regulatory requirements. Such Audits shall generally be carried out with a reasonable notice period of at least ten (10) business days and with due regard to the Customer's interest in undisturbed business operations. In exceptional cases - such as concrete suspicion of material breaches of contract or urgent security-related incidents - audits may also be carried out on shorter notice.

5. Prices, Price Changes, Payment and Default

5.1 Validity of Prices and VAT: Unless otherwise agreed in the contract, the current prices listed in the price list available on the Dashboard shall apply. Prices are exclusively for business Customers, i.e. traders within the meaning of Sect. 14 BGB (for more details see Sect. 1.2) and are net prices excluding any applicable statutory value-added tax ("VAT").

5.2 Billing Currency: The billing currency chosen by the Customer at the time of signing up for the customer account (EUR or US Dollar) shall be legally binding for the entire term of the contractual relationship and cannot be changed afterwards. If the Customer wishes to be billed in a different currency, a new customer account must be created. Deviations require the express written consent of OpusDNS. Price indications marked with the symbol "$" - regardless

of whether they appear in the Dashboard, on the website, in price lists, or elsewhere - always refer to US Dollars unless explicitly stated otherwise.

5.3 Payment Due Dates: Fees due shall be invoiced periodically. For domain names, fees shall be first invoiced upon domain name registration or upon successful transfer into OpusDNS systems, and for renewals ("renew") on the due date of the respective domain name. Unless otherwise agreed, domain name fees shall be invoiced annually in advance. Postpayment (payment after Service provision) is the standard procedure. At the Customer's request or due to Registry requirements, Services may also be invoiced for a longer period or the entire term. OpusDNS shall be entitled to register, transfer, or renew domain names only after payment of the applicable fees has been received.

5.4 Invoicing and Receipt: Invoices shall be issued monthly via a transmission method specified by OpusDNS (e.g. through the Dashboard). Unless otherwise expressly agreed between the Parties or specified on the specific invoice, invoice amounts are immediately due without deduction and will generally be offset against any existing credit balance in the Customer account. The Customer is obliged to pay invoices within the specified period in all cases. An invoice is deemed received no later than the third business day after being made available (e.g. accessible in the Dashboard or sent by email), unless the Customer proves that the invoice was received later or not at all. The Customer is obliged to ensure that access to the Dashboard and receipt of emails is technically possible and regularly checked. Any technical malfunction within the Customer's area of influence does not affect timely receipt.

5.5 SEPA: If the Customer participates in the SEPA Direct Debit Procedure, the debit will be announced seven (7) calendar days before the debit date by sending the invoice via the Dashboard (pre-notification according to SEPA conditions). This period may be amended by mutual agreement within existing contractual relationships.

5.6 Price Adjustments regarding Services and Products: Price adjustments shall be made in accordance with the provisions in Sect. 3.7.

5.7 Chargebacks: If a payment is reversed by the Customer's bank or credit card company ("chargeback") or there is a justified suspicion of fraud, all Customer rights to the related Services shall immediately expire. OpusDNS shall be entitled at its discretion to block or terminate the affected Services immediately, assert outstanding claims, and terminate the contractual relationship for cause with immediate effect**.**

5.8 Adjustments Due to Registries or Currency Fluctuations: If Registries change their billing model or pricing for their respective TLD, OpusDNS shall be entitled to adjust the fees charged to the Customer accordingly, effective immediately upon such change, without any separate notice period. The same shall apply if OpusDNS must procure the respective domain names in a foreign currency and material currency fluctuations have a significant impact on OpusDNS's pricing of the respective TLD. OpusDNS shall use all reasonable efforts to notify the Customer via the Dashboard without undue delay upon becoming aware of the changed conditions. Should such an adjustment be unreasonable for the Customer, the Customer shall be entitled to a special right of termination with effect as of the date the change takes effect.

5.9 Default in Payment: If the Customer defaults on due payments, OpusDNS shall be entitled to take the following measures:

5.9.1. Default Interest: OpusDNS shall be entitled to charge the statutory default interest at a rate of nine (9) percentage points per annum above the applicable base rate of interest applicable at the time. Further claims, in particular for damages or reimbursement of reminder costs, remain unaffected.

5.9.2 Suspension of Services for Default: After unsuccessful reminder, OpusDNS may temporarily deactivate or block the Customer's access to the offered Services, especially the Dashboard and API, until all outstanding claims have been settled in full. Such suspension does not release the Customer from payment obligations. OpusDNS assumes no liability for any outages or damages caused by such suspension.

5.9.3 Retention and Utilization of Domain Names: OpusDNS shall be entitled to utilize domain names in the Customer's account in the event of overdue or otherwise outstanding payments, until all such amounts have been fully settled - within the framework of the applicable registry policies. If, despite a reminder, the Customer fails to meet its payment obligations within fourteen (14) calendar days after such reminder, OpusDNS shall be entitled to take further action with respect to the affected domain name(s), in accordance with Sect. 6.7 of these GTC and subject to the applicable registry policies.

5.9.4 Right to Refuse Services: As long as there are outstanding claims, OpusDNS may refuse the renewal of domain names or the provision of other Services. Automatic renewal only occurs if all outstanding amounts have been paid on time. OpusDNS is not liable for damages resulting from non-renewed domain names.

5.10 Set-off and Right of Retention: The Customer may only set off counterclaims if such claims are undisputed, legally established, or ready for decision. The right of retention may only be exercised if the counterclaim arises from the same contractual relationship. The right under § 320 BGB remains unaffected.

6. Term and Termination

6.1 Term: The term of the contractual relationship depends on the agreed term of the Services, in particular the respective domain name registrations. Unless otherwise agreed or stated in the Service description, a standard term of twelve (12) months shall apply.

6.2 Automatic Renewal: If the contract for Services - particularly domain-related Services such as domain name registration - is not duly terminated (for domain names, this means no later than one (1) month before the respective due date) at the end of the agreed term, the respective Service will automatically renew for the originally agreed term or, in the absence of any agreement, for an additional twelve (12) months. A prerequisite for this automatic renewal is that the Customer's account holds a sufficient balance (in case of "prepayment") at the time of renewal or all outstanding receivables have been paid (in case of "postpayment").

For domain names, the automatic renewal generally takes place no later than one (1) month before the respective due date, provided that OpusDNS has not received a termination notice for the respective domain name (e.g. via a timely deletion request submitted in the Dashboard) and the customer account is adequately funded. The Customer is solely responsible for ensuring timely and sufficient funding. Bank-related delays shall be attributed to the Customer;

applicable business days are those in Germany.

If a domain name registration is not renewed in time, is deleted by the Customer or the domain holder, if required fees are not paid in due time or if the registration contract ends for any other reason, all rights of the Customer to the respective domain name expire with immediate effect. From that point on, OpusDNS shall be entitled to delete, reassign or otherwise manage the domain name at its sole discretion. Measures may include blocking, return, takeover, transfer to third parties or public auction of the domain name. In this context, OpusDNS is authorized to act as the "Designated Agent" of the previous domain holder in order to carry out necessary changes or transfers. The Customer has no right to restore, transfer or return of the domain name once the registration relationship has ended.

6.3 Form of Termination: Terminations must be made in - at least - text form (Sect. 126b BGB); email is sufficient.

6.4 Termination for Cause: Early termination for cause with immediate effect remains untouched. In the event of such termination for cause, all rights of the Customer to the Services shall expire immediately.

For OpusDNS, cause shall in particular include - but is not limited to - the following:

- the Customer is in default of payment for more than ten (10) business days;
- insolvency proceedings are applied for or opened in respect of the Customer's assets, or opening is denied due to insufficient assets;
- the Customer is culpably in breach of essential contractual obligations or these GTC;
- the Customer is clearly and evidently in breach of applicable laws;
- the Customer fails to adjust usage of the Services after being warned and within a reasonable period;
- the Customer acts culpably or negligently in breach of the registration terms or policies of the respective Registries (if applicable);
- the Customer significantly violates applicable dispute resolution procedures provided by Registries for the respective TLDs (e.g. UDRP, URS, etc.);
- the Customer otherwise commits any material breach of contract that makes continuation of the contractual relationship unreasonable for OpusDNS.

6.5 Consequences of Early Termination: In the event of early termination of a Service, OpusDNS is not obliged to refund any portion of the fees agreed upon for the minimum contract term to the Customer on a pro rata basis. This also applies to the fee for any renewal period, other Services, or in cases of termination due to binding decisions in domain name disputes. This does not apply if the Customer terminates for good cause attributable to OpusDNS, such as in the event of intentional or grossly negligent breach of contract.

6.6 Exclusion of Compensation Claims: The Customer shall not be entitled to any compensation claims upon termination of the contractual relationship.

6.7 Domain Expiry and Realization: If OpusDNS still has outstanding claims against the Customer after termination of the contractual relationship, OpusDNS shall be entitled to exercise a right of retention on domains in the Customer's

account - within the framework of the applicable registry policies. This applies in particular to domain names registered or renewed through OpusDNS for which the Customer has not yet paid the corresponding fees. Furthermore, OpusDNS shall be entitled to utilize such domain names - including blocking, return, takeover, transfer to third parties, or public auction - to cover outstanding claims, provided the domain name registration was not renewed in time, was deleted, required transfer fees were not paid on time, or the registration contract otherwise ended. After such utilization, all rights of the Customer in relation to the respective domain name(s) shall expire permanently; the Customer shall have no right to restore, return or retransfer.

7. Intellectual Property and Usage Rights

7.1 Pre-existing IP Rights: Nothing in these GTC or in any other contractual documents (e.g. the Master Service Agreement) shall constitute a transfer of any intellectual property rights ("IP Rights") that belonged to the other Party prior to the commencement of the Services. Each Party retains all pre-existing IP Rights to its own materials.

7.2 Ownership of Materials Created by OpusDNS: All IP Rights in any materials created or provided by OpusDNS as part of the Services (including, but not limited to websites, designs, reports, data, information, software, documentation) shall remain exclusively with OpusDNS unless expressly agreed otherwise in writing.

7.3 Customer's Right of Use: OpusDNS grants the Customer a temporary limited, revocable, non-exclusive, non-transferable and royalty-free right of use in the materials referred to in Sect. 7.2 solely for the purpose of performing the contractually agreed Services. The Customer's right of use shall expire at the latest upon termination of the respective contractual relationship.

7.4 Protection of the IP Rights: The Customer is obliged to respect the IP rights of OpusDNS and, in particular, not to remove or change any rights or proprietary notices (e.g. copyright notices, trademark notices). Any other use, reproduction, modification or disclosure to third parties beyond the scope of the license requires the express written consent of OpusDNS.

7.5 Revocation of the Right of Use: OpusDNS shall be entitled to revoke the right of use at any time with immediate effect, in particular in the event of breaches of contract or unauthorized use by the Customer.

8. Limitation of Liability and Indemnification

8.1 Liability for Intent and Gross Negligence: OpusDNS shall be liable without limitation for damages caused by intent or gross negligence on the part of OpusDNS, its legal representatives or vicarious agents. The same shall apply in cases of injury to life, body or health, for claims based on assumed guarantees and in cases of mandatory statutory liability (e.g. under product liability laws). Where damages are caused by vicarious agents of OpusDNS with gross negligence, liability shall be limited to such damages as may typically be expected to arise under the contractual relationship.

8.2 Liability for Simple Negligence: In cases of simple negligence, OpusDNS shall only be liable for the breach of essential contractual obligations ("cardinal obligations"). Cardinal obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the Customer may regularly rely. In such cases, liability shall be limited to the foreseeable damage typical of the contract.

8.3 Exclusions of Liability: To the extent permitted by law, OpusDNS shall not be liable in the following cases:

- No liability for indirect damages, loss of profit or loss of data;
- No liability for damages caused by force majeure. Force majeure includes, but is not limited to, natural disasters, war, terrorist attacks, pandemics, strikes, civil unrest, official measures, power failures, cyberattacks, or other comparable unforeseen events beyond the control of OpusDNS. Such events release OpusDNS from its performance obligations for the duration and to the extent of their impact. OpusDNS shall promptly inform the Customer of the occurrence of such an event;
- No liability for content or programs (software) distributed on the internet or provided on the Customer's servers, or for damages arising from network infrastructure errors or defective data carriers. The Customer is solely responsible for the software used, including its licensing and lawful use;
- No liability for damages resulting from the deletion, deactivation, or suspension of a domain name by the respective Registry, particularly where the registry removes or deactivates the domain name due to policy violations, technical or administrative actions, or for other reasons beyond OpusDNS's control. The Customer is responsible for complying with the applicable policies and conditions of the respective registry;
- No liability for damages caused by misuse or (unauthorized) use of the Customer's account, including cases of account hacking or unauthorized use by third parties to access OpusDNS Services.

8.4 Indemnification by the Customer: If OpusDNS is subject to claims by third parties due to the unlawful use of the Service, a domain name, content accessible via that domain name, or a breach of these contractual terms, the Customer shall indemnify OpusDNS against all such third-party claims. This indemnification also includes necessary legal defense costs, including all attorney and court fees.

8.5 Liability for Resale or Third-Party Use: If the Customer transfers or resells OpusDNS Services to third parties, the Customer shall be fully liable for any resulting damages and shall indemnify OpusDNS from all resulting third-party claims.

8.6 Limitation of Liability for Financial Losses: The liability of OpusDNS for financial losses shall - as far as legally permissible - be limited to the amount paid by the Customer for the specific Service (e.g. the individual domain name registration) or for the relevant Service period for that specific Service, but not exceeding the total amount of fees paid during the twelve (12) months preceding the damaging event.

8.7 Limitation Period: Claims for damages against OpusDNS based on simple negligence or breaches of ancillary contractual obligations shall expire within six (6) months. Claims based on deficiencies shall expire within one (1) year from the beginning of the statutory limitation period. The statutory limitation periods shall apply to claims arising from

intent, gross negligence, injury to life, body, or health, mandatory liability (e.g. product liability), and fraudulent concealment.

8.8 Customer's Duty of Care Regarding Access Data: The Customer is obliged to keep all access credentials for OpusDNS Services strictly confidential and to protect them from unauthorized access by third parties. Upon becoming aware of or suspecting that unauthorized third parties have obtained or may gain access to such credentials, the Customer must immediately inform OpusDNS and take appropriate security measures (e.g. password change). If the Customer breaches these obligations through fault or negligence, it shall be liable for any resulting damages and shall indemnify OpusDNS from corresponding third-party claims.

8.9 Applicability to Legal Representatives and Agents: The above provisions shall also apply in favor of the legal representatives, employees, and vicarious agents of OpusDNS.

9. Data Protection

9.1 Processing by OpusDNS: OpusDNS processes personal data of the Customer exclusively in accordance with the applicable data protection laws, in particular Regulation (EU) 2016/679 (General Data Protection Regulation - "GDPR") and the Federal Data Protection Act ("BDSG"), where applicable. Processing is carried out solely for the purposes agreed upon in the contract or based on legal obligations. Further information on the nature, scope, and purposes of the processing, as well as on data subject rights, can be found in the OpusDNS privacy policy, available at: www.opusdns.com/privacy-policy.

9.2 Data Transfer to Registries: In the context of ordering, managing, and, if applicable, transferring domain names, OpusDNS transmits certain personal data provided by the Customer (in particular name, address, email address, and, if necessary, telephone number) to the respective Registry. This transfer is necessary for the performance of pre-contractual measures and the fulfillment of the contractual relationship between the Customer (or their customers) and the Registry pursuant to Art. 6 para. 1 lit. b GDPR in its applicable version or any corresponding successor regulation..

9.3 Registry as Independent Data Controller: Each Registry processes the transmitted data under its own responsibility in accordance with applicable data protection laws. OpusDNS has no control over the nature, scope, or duration of the data processing carried out by the respective Registry.

9.4 Data Transfer to Third Countries: Where Registries are located outside the European Union or the European Economic Area and no adequacy decision pursuant to Art. 45 GDPR in its applicable version or any corresponding successor regulation exists for the respective third country, the transfer of personal data is based on Art. 49 para. 1 lit. b GDPR in its applicable version or any corresponding successor regulation, as it is necessary for the registration and administration of the domain name requested by the Customer. The Customer is informed that such third countries may not ensure a level of data protection equivalent to that guaranteed within the EU.

9.5 Further Information on Data Protection: Further details on how OpusDNS processes personal data are set out in its Privacy Policy. Information on the applicable data protection provisions of the respective Registries is provided by

OpusDNS as part of the applicable TLD registration terms, in the Dashboard, or upon request.

9.6 Security of Data Transmission: The Customer is advised that, despite technical safeguards, complete protection against unauthorized access by third parties cannot be guaranteed when transmitting data over the internet. This applies in particular to unencrypted communication channels such as email. The Customer is therefore obliged to transmit confidential or personal data only via secure connections.

10. Confidentiality

10.1 Confidentiality Obligations: The Parties agree to keep confidential information disclosed in connection with the contractual relationship - in particular information marked as confidential or, under the circumstances, deemed to be trade or business secrets – strictly confidential for an unlimited period. This includes, without limitation, technical details, contractual procedures, internal processes, financial information, Customer and supplier data, and in particular all prices, terms, and margins agreed between the Parties.

10.2 Handling of Confidential Information: Unless strictly necessary to achieve the contractual purpose, the confidential information may not be reproduced, stored, recorded, disclosed to any third party, or otherwise utilized. Furthermore, each Party shall ensure through appropriate contractual arrangements with its employees, agents, or other third parties who have access to such information that they are likewise bound to maintain confidentiality indefinitely for an unlimited period of time by means of suitable contractual agreements.

10.3 Protective Measures: Each Party shall implement appropriate technical and organizational measures to ensure that confidential information is protected against unauthorized access.

10.4 Continuation of the Confidentiality Obligation: The confidentiality obligation shall survive the termination of the contractual relationship.

10.5 Exceptions to Confidentiality: The confidentiality obligation does not apply to information that:

- was already demonstrably known to the receiving party before disclosure;
- becomes publicly known without violation of this agreement;
- is disclosed to a party by a legitimate third party without breach of confidentiality obligations; or
- must be disclosed due to statutory provisions or an official/judicial order, provided that the affected party is promptly informed thereof.was already demonstrably known to the other party prior to disclosure;

10.6 No Transfer of Rights: The disclosure of confidential information shall not establish any rights of use, license or otherwise exploit such information in favor of the receiving party, unless expressly agreed otherwise in writing.

11. Place of Performance, Applicable Law and Jurisdiction

11.1 Place of Performance and Jurisdiction: The place of performance and the place of jurisdiction for all disputes arising from or in connection with these GTC is the registered office of OpusDNS in Regensburg, provided that the Customer is a merchant, a legal entity under public law, a special fund under public law or does not have a general jurisdictional venue in Germany; legally mandatory courts of jurisdiction remain unaffected by this provision. However, OpusDNS reserves the right to bring an action at the Customer's general place of jurisdiction. The same applies to the assertion of a right of retention.

11.2 Applicable Law: The law of the Federal Republic of Germany shall apply exclusively to contracts concluded by OpusDNS on the basis of these GTC and to claims arising from them - of whatever nature - excluding applicable provisions available under the UN Convention on the International Sale of Goods.

12. Final Provisions

12.1 Writing Requirement and Side Agreements: There shall be no additional oral (side) agreement. Any amendments or supplements (except for a modification of these GTC under Sect. 1.2 or Sect. 2.3) must be made in writing in order to be effective. This also applies for an amendment of the writing requirement.

12.2 Assignment: The Customer may only be entitled to transfer their rights and obligations - in whole or in part - under this contractual relationship to third parties with the prior written consent of OpusDNS.

12.3 Governing Language Version: All contractual documents issued by OpusDNS, including these GTC, may be provided to the Customer in several languages. However, only the German version shall be legally binding with regard to content, interpretation, and execution of the contractual relationship. In the event of discrepancies or differences between the various language versions, the German version shall prevail.

12.4 Headings: The headings contained in these GTC are for convenience only and shall not be legally binding for the interpretation of the respective provisions.

12.5 Severability: If any provision of these GTC or of a contract based thereon is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions. In such cases, the Parties undertake to negotiate in good faith to replace the invalid or unenforceable provision with a valid one that most closely reflects the original economic intent. The same shall apply in the event of any unintended omission.