

SPECIAL TERMS AND CONDITIONS OF SALE DOMAIN NAMES

Contract no. _

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1. Purpose

These special terms (hereinafter the “**Special Terms**”) define the conditions under which Ikoula provides its Client with services relating to Domain Names, consisting of the reservation, registration, renewal and transfer of Domain Names (as these terms are defined in Article 2) on behalf of the Client (hereinafter the “**Service**”).

The Client may therefore register available Domain Names, according to the offers in force, it being specified that the registration of Domain Names is subject to the prior approval of the competent Registry.

The Client’s attention is drawn to the fact that Domain Names are assigned for use to the eligible party that is the first to submit its request to the Registrar in accordance with the applicable technical procedures and these Specific Terms.

The registration only becomes valid once the required fees have been paid.

Depending on the Services, Ikoula may act as Registrar (as this term is defined in Article 2) or as a mere technical intermediary.

2. Definitions

- “**Registrar**”: a private company acting as an administrative and technical intermediary through which Domain Name registration requests may be submitted directly to the Registry.
- “**EPP Key**” (**Extensible Provisioning Protocol**): a unique code made up of alphanumeric characters assigned by the Registrar. This code is used to authenticate and secure the Transfer of a domain name from one Registrar to another. The EPP Key is essential to prove legitimate ownership of the Domain Name and authorization to transfer it.
- “**Access Code**”: the combination of a username and password, together with a two-factor authentication mechanism, used to log in to the Interface (as this term is defined in Article 4.2). The second authentication factor is chosen by the Client and applies at the time of the first login to the Interface.
- “**Contacts associated with the Domain Name**”: natural or legal persons designated by the Client as administrative, technical and billing contacts, respectively responsible for administrative, technical and accounting actions relating to the Domain Name.
- “**Domain Name System**” or “**DNS**”: a distributed IT service that associates Domain Names with their IP addresses or other types of records.
- “**Client Area**” or “**Extranet**”: an interface accessible from an Internet browser, allowing the management of the client profile, access rights, Services, support tickets and billing.

- **“Registration”**: the action of creating a new domain within the Domain Name System (DNS) and assigning it a unique name. This process makes it possible to replace a complex IP address with a domain name that is easier to remember and use.
- **“DNSSEC Extensions” (Domain Name System Security Extensions)**: a set of specifications developed by the Internet Engineering Task Force (IETF) to secure information exchanged in the Domain Name System (DNS) on Internet Protocol (IP) networks.
- **“Registry”**: any type of intermediary operating according to its own rules and/or rules established by any competent body such as ICANN, with which Ikoula is authorized to allow its clients to register Domain Names.
- **“ICANN” (Internet Corporation for Assigned Names and Numbers (<https://www.icann.org>))**: a third-party body to this contract, defining in particular the rules for assigning and managing Domain Names and their evolution.
- **“Domain Name(s)”**: the literal address of a website. A second-level Domain Name is composed of a root (for example: “ikoula”) and an extension or TLD (for example “.com”), such extension being considered a top-level domain. It should be noted that a domain name may include one or more prefixes (for example: “www”).
- **“Registration Data Directory Services” (RDDS)**: freely accessible online search tools on the Internet enabling any interested person to obtain the contact information of any Domain Name Holder. Such contact information is extracted from the shared Domain Name database and comes from the data provided by the Holder.
- **“Renewal”**: the process by which the registration period of a Domain Name is extended before it expires, at the Client’s request.
- **“Reservation”**: the preliminary step prior to the Registration of a Domain Name, involving verification of the availability of the Domain Name and its securing in the Domain Name System (DNS) for future use.
- **“Name Server(s)”**: a server forming part of the Domain Name System (DNS), responsible for translating human-readable domain names (such as “example.com”) into numerical IP addresses that computers use to locate and communicate with each other on the Internet.
- **“Holder”**: the natural or legal person in whose name the Domain Name is registered.
- **“TLD”**: Top-Level Domain, also commonly referred to as an “extension”, designating the final part of a domain name (e.g. “.org”, “.fr”).
- **“Transfer”**: the process by which IKOULA may transfer a Domain Name, at the Holder’s request, to another Registrar. This process is governed by ICANN’s Policy on Transfer of Registrations between Registrars ([ICANN | Archives | Policy on Transfer of Registrations between Registrars](#), see Article 3 hereof). The Transfer may also take place from one Holder to another, provided that the new Holder is also an Ikoula client.

3. Acceptance of the rules and contractual terms specific to the Service

Any request for Reservation, Registration, Transfer or Renewal of a Domain Name implies prior and unconditional acceptance of the contractual terms of the Registrars concerned, as well as the administrative and technical naming rules governing the extension of the requested Domain Name and, where applicable, acceptance of the rules for resolving disputes that may arise between the Client acting on its own behalf or on behalf of the Domain Name Holder and any third party claiming rights to all or part of that name.

In this respect, the Client undertakes to review all the contractual terms or rules mentioned above before subscribing to the Service.

In addition, the Client expressly undertakes to review all naming rules governing Domain Name extensions with the various Registries concerned. The Client remains solely responsible for complying with those rules.

The Client further acknowledges that it has read and accepted all terms imposed by ICANN, including those appearing on the following pages:

- [Information for Domain Name Registrants - ICANN](#)
- [2013 Registrar Accreditation Agreement - ICANN](#)
- [Registrants' Benefits and Responsibilities - ICANN](#)
- [ICANN | Archives | Policy on Transfer of Registrations between Registrars](#)
- [Uniform Domain-Name Dispute-Resolution Policy - ICANN](#)
- [Policy on Transfer of Registrations between Registrars | Takes effect 31 January 2015 - ICANN](#)
- [Expired Registration Recovery Policy - ICANN](#)
- [Registration Data Reminder Policy - ICANN](#)

Similarly, any amendment to the conditions binding Ikoula with the Registry, ICANN or supervisory authorities shall apply automatically and immediately to the Client, who expressly accepts this, as such amendments are binding on Ikoula.

4. Service provision conditions

Ikoula provides the Service as an administrative and technical intermediary and, depending on the relevant TLD, as Registrar, under a best-efforts obligation.

The availability of the Domain Name indicated by Ikoula on its Website is purely indicative. The same applies to the Reservation confirmation sent by email once the Registration formalities have been completed and payment recorded. Only the confirmation message sent by Ikoula to the Client after verification and effective registration by the Domain Name Provider shall constitute Registration.



It is the Client's responsibility to regularly check the availability of the desired Domain Names, as such availability cannot be established in real time by online databases. Consequently, Ikoula shall not be liable in any way for the data contained in online databases or for their updates.

If any element of the Reservation request needs to be added, clarified or amended, Ikoula shall notify the Client of its request by email, and the Client undertakes to respond within a maximum period of two (2) business days. During this period, the selected Domain Name shall not be provisionally reserved and shall not give rise to any priority right. However, if the Domain Name is reserved by a third party during this response period, Ikoula shall inform the Client, who must select a new available Domain Name.

If Ikoula is unable to perform the service ordered by the Client due to a breach by the Client, of whatever nature (provision of supporting documents, correction of erroneous information, etc.), Ikoula reserves the right to cancel the order. The order shall be refunded using the same payment method as that used for the purchase and order and shall be credited after a period of one month from the regularization request sent to the Client and left unanswered. Cancellation of the order and the refund shall only be carried out subject to Ikoula being able to cancel the order with the Registry.

Ikoula reserves the right to refuse, suspend or even terminate at any time any Domain Name whose characteristics appear to be contrary to the Registry rules and the regulations in force relating to the fight against cybercrime.

4.1. Description of the Service

The Service includes various features and operations performed by Ikoula on behalf of the Client in relation to the Domain Name(s):

- **Extensions:** Ikoula offers the Client various common or geographically based extensions. All extensions are available on Ikoula's website or upon request to Ikoula.
- **Reservation** of the Domain Name.
- **Registration** of the Domain Name.
- **Renewal** of the Domain Name.
- **Transfer** of the Domain Name between Registrars or to another Holder who is an Ikoula client.
- **Retrieval of the EPP Key (Extensible Provisioning Protocol)** in the event of a request to Transfer a Domain Name to another Registrar.
- **Security and data protection:** Ikoula may offer SSL certificates to secure the Client's websites and, if the TLD chosen by the Client is compatible, a "Whois" option to protect personal data from public databases.
- **Registrar Lock:** protection against the loss of a Domain Name.
- **Management of Name Servers with the Registrar:** association of the domain name with authoritative DNS servers.

- **Management of Contacts associated with the Domain Name:** subject to TLD compatibility, possibility of making any necessary changes to the Contacts associated with the Domain Name.
- **Tags/Labels:** possible categorization by the Client of its Domain Names for simplified management.
- **DNS zone management:** if Ikoula's servers are the authoritative servers, possibility of defining the various DNS zone records.
- **DNSSEC Extensions:** if Ikoula's servers are the authoritative servers, possibility of activating an additional level of security.

4.2. Management interface

Ikoula provides the Client with a management interface (hereinafter the “**Interface**”) enabling the Client to manage the actions to be carried out in relation to its Domain Name, such as configuring zones or redirects for its Domain Name.

The Client is assigned a confidential Access Code to access the Interface. It undertakes to maintain the confidentiality of this Access Code and not to disclose it to unauthorized third parties. The Client is solely responsible for its Access Code and for any activity carried out using it on the Interface, including any resulting consequences. Accordingly, any act performed using the Client's credentials shall be deemed to have been performed by the Client.

The Client shall immediately notify Ikoula in the event of loss, theft or unauthorized use of its Access Code. In such case, Ikoula reserves the right to block access and provide new credentials.

The Client is responsible for securing access to its account on the Interface and undertakes to take all reasonable measures to prevent any unauthorized access to its Access Code or account.

The Client's use of any other username and password that may be provided by Ikoula shall be subject to the same rules, terms and obligations as those set out for the Access Code.

The Client undertakes to enter its contact information on the Interface with the utmost diligence. In the event of incorrect completion or erroneous information provided by the Client, Ikoula cannot guarantee the Client recovery of its Domain Name or the ability to carry out operations relating to the Domain Name. The Client releases Ikoula from any liability in this respect.

In the event of additional work performed by Ikoula to recover the Domain Name belonging to the Client or to make the Interface accessible to the Client following incorrect completion of information by the Client, Ikoula reserves the right to issue additional billing, which the Client acknowledges and accepts. The Client undertakes to pay Ikoula any sums due in this respect.

5. Information obligations

When Domain Names are reserved, Ikoula shall communicate to the Registrars concerned the Client's personal data necessary for the registration of the relevant Domain Name, which the Client acknowledges and accepts. Accordingly, when the Client subscribes to the Service, it undertakes to provide Ikoula with all elements necessary for the registration of the requested Domain Name. On this occasion, the Client is provided with all essential information referred to in the national and international Domain Name registration rules issued in advance by ICANN and the Registries.

If the Holder differs from the Contacts associated with the Domain Name, the Client undertakes to declare the full names and contact details of each of the contacts concerned. The full contact details of the Holder and of the Contacts associated with the Domain Name include the full name, valid postal address, email address and telephone number. Legal entities must provide proof of the existence and identity of their company and designate a duly authorized representative to Ikoula.

The Client shall also provide the IP addresses of the primary and secondary Name Servers for the chosen Domain Name. Failing provision of a primary Name Server, Ikoula shall provide the names and addresses of its own Name Servers.

Compliance with this Article is mandatory and conditions the admissibility of the Registration procedure. Any missing information on the form shall result in failure of the Registration.

The Client represents and warrants to Ikoula that the information provided is truthful, up to date and accurate. In this respect, the Client undertakes to respond to requests initiated by Ikoula at any time for documents evidencing the validity of the information provided, where justified by Ikoula's legitimate interest in the proper performance of the Service. Such documents must be provided to Ikoula as soon as possible.

If the Client is not the Holder of the registered Domain Name and the information provided by the Client is disputed, the information of the Domain Name Holder shall prevail over that of the Contacts associated with the Domain Name.

In the event of any change to any information previously provided at the time of Reservation, Registration, Transfer or Renewal of a Domain Name and throughout the lifetime of the Service, the Client undertakes to notify Ikoula of such change within two (2) business days from its occurrence, through its Client Area.

The Client is informed that updating its contact details may generate additional fees charged by the Registries. Where applicable, Ikoula reserves the right to rebill these fees to the Client after providing the relevant supporting documents.

The Client undertakes to respond to any update request communicated by Ikoula as soon as possible. In the absence of a response, the Client may be subject to penalties depending on the regulations in force of ICANN and the Registries.

6. Term and Renewal

A Domain Name is registered, transferred or renewed for a minimum period of one (1) year from the date of Registration, Transfer or Renewal of the Domain Name notified to the Client by Ikoula.

At the Client's request, this term may be increased to two (2), three (3), five (5) and up to ten (10) years at the time of Registration, Transfer or Renewal of the Domain Name, subject to the rules specific to certain TLDs. The maximum term is determined according to the TLD chosen and may therefore be less than ten (10) years. In addition, Ikoula reserves the right not to offer all existing terms for the Registration, Transfer and Renewal of a TLD.

The Client is solely responsible for renewing the Domain Name: Ikoula is in no way required to notify the Client of the expiry of its domain name. Ikoula warns the Client of the risk of losing a Domain Name in the absence of Renewal or in the event of late Renewal and disclaims any liability in this respect.

If a Client requests the Renewal of a Domain Name late and Ikoula succeeds in recovering that Domain Name, Ikoula reserves the right to charge late Renewal fees due to the additional work generated. If, despite Ikoula's best efforts to recover a Domain Name following a late Renewal request, it has been unable to recover the Domain Name concerned, Ikoula shall not be held liable in this respect, and the Client may nevertheless owe fees related to the steps taken.

7. Right of withdrawal

The Reservation of a Domain Name cannot give rise to a right of withdrawal, as Ikoula incurs costs that cannot be reimbursed if the Client wishes to give up its Domain Name.

This right may likewise not be exercised by the Client upon Renewal of the Registration or in the event of Transfer of a Domain Name.

8. Liability

The Client is solely responsible for the compliance with law and regulations of the Domain Names for which it requests Reservation from Ikoula: the effective Reservation of a Domain Name does not prejudice its legality, which remains for the Client alone to assess, particularly with regard to trademark law and intellectual property rules.

Ikoula shall not be held liable in the event of any failure by a third-party Registrar in the Registration of a Domain Name, including unavailability of the Registrar's information system, failure of the

Registrar's systems, or any event beyond Ikoula's control that prevents it from carrying out the Reservation of the domain name.

Ikoula therefore recalls that its role is that of an administrative and technical intermediary with third-party Registrars in order to deliver a Domain Name to the Client. Accordingly, if during the process of verifying eligibility conditions for the Registration of a Domain Name a Registry refuses to issue it, Ikoula shall not be liable in any way.

The Client acknowledges and accepts that the Registration of its Domain Name, or any other operation, may be refused, cancelled, redirected, transferred, placed on hold or blocked by the Registry or Ikoula for as long as necessary and at the sole discretion of the Registry, in particular to: correct errors made by the Registry or Registrar when registering a Domain Name, address any imminent and substantial threat to the stability of the Registry, and terminate or prevent any breach of the rules prescribed by ICANN or by the Registry.

Ikoula and/or the Registries shall not incur any liability in this respect.

9. Domain Name license

The license to exploit the Domain Name, whether exclusive or not, shall under no circumstances be enforceable against Ikoula, even when notified to it.

Consequently, the Client remains Ikoula's main contact and the only party responsible towards Ikoula for acts and uses relating to the use and exploitation of the Domain Name.

The Client also remains responsible for all facts and acts relating to the registered Domain Name, even if a license to use it is granted to a third party. It is therefore the Client's responsibility to verify that use of the Domain Name complies with ICANN or Registry rules, as well as the contractual rules established by Ikoula.

10. Termination

In addition to the cases referred to in the Framework Agreement or General Terms and Conditions of Sale, Ikoula reserves the right to terminate the Service immediately by simple notice in the event of:

- Non-compliance by the Client with the contractual terms of any third-party Registrars that may be concerned;
- Non-compliance by the Client with the rules prescribed by ICANN or by the Registry, as well as the registry agreements published by ICANN (available at <https://www.icann.org/fr/registry-agreements>), which are binding on the Parties;
- Provision of erroneous information during Registration or Renewal of the Domain Name; and
- Non-compliance with public policy, laws and prevailing practices.

Executed by electronic signature,



As....