

AGREEMENT

BETWEEN:

Organisation	DNS België vzw, Belgische Vereniging voor Internet Domeinnaamregistratie
Address	Ubicenter Philipssite 5, bus 13 3001 Leuven België
Company number	0466158640
Represented by	<u>Jo Van Gorp</u>
Called "DNS BE"	

AND:

BACKGROUND:

- DNS BE is the registration authority that grants the rights to use domain names under the ".be" domain;
- The registrar wants to participate in the registration process of domain names in the ".be" domain by registering or renewing domain names with DNS BE on behalf of its clients but for its own account;
- DNS BE wants to co-operate with the registrar in registering and renewing the ".be" domain names under the terms and conditions of this agreement;

THE PARTIES HAVE AGREED AS FOLLOWS:**1. THE RIGHT OF USE****1.1 Right of use**

According to this agreement, DNS BE will grant a right to use any domain name under the ".be" domain (hereafter the "domain name"), for which the registrar requests the registration or renewal on behalf of its client but for its own account (the registrar's client applying for the registration or renewal of a domain name is called the "domain name holder");

The right to use the domain name under the conditions of this agreement is granted for 1 (one) year. After that the right of use is renewable for successive one-year periods.

1.2 Non-exclusive right of use

The rights granted under this agreement are not exclusive.

DNS BE will however not attribute any right for the registration or the renewal of domain names that were not introduced with DNS BE by a registrar, the provisions under article 8 excepted.

2. REGISTRATION AGREEMENT

To obtain or renew a registration the registrar must:

- Guarantee that the domain name holder has accepted the registration agreement applicable when the application is made. Exhibit 1 is a copy of the registration agreement that applies on signing this agreement.
- Guarantee that the domain name holder meets all requirements to obtain or renew a registration.
- Inform the domain name holder of all information the registrar receives from DNS BE that may influence the domain name holder and DNS BE's contractual relationship, particularly about a potential termination of the registration.

DNS BE may amend the registration agreement if DNS BE informs the registrar of amendments no later than 30 days before they become effective. DNS BE must send this information by e-mail and publish it on its website.

3. FEES

3.1 Amount of fees

1. The registrar must pay DNS BE a flat fee of at least EUR 2,500 (two thousand and five hundred Euro) for the right to apply for the registration of a domain name (or for its renewal) on behalf of the domain name holders but for its own account.

This amount is an advance payment from which DNS BE deducts the registrar's registration, renewal and possible transfer fees under the second and third paragraph of this article. The fees for new registrations are immediately deducted while the fees for the renewals are settled at the end of the month in which the registrations have been renewed. If any transfer fees are due, they will be deducted as soon as the transfer has been executed. When the balance of the advance reaches zero, the registrar must pay a new advance. If the registrar does not, DNS BE will no longer grant or renew registrations. Notwithstanding the foregoing, the registrar has to maintain his initial level of advance by paying the invoices for the registration and renewal fees issued by DNS BE in accordance with article 3.2.

2. The registrar must pay the registration and renewal fees for the domain names he registers or renews on behalf of the domain name holders but for its own account. Exhibit 2 sets out the registration and renewal fees applicable on signing of this agreement.
3. The registrar can request DNS BE to transfer all or a part of his domain names to another registrar. For these transfers DNS BE will charge a specific transfer fee as from January 1st 2002 onwards. The transfer fee applicable on signing of this agreement is set out in exhibit 2.
4. In order to protect the domain name holder against involuntary deletions, a domain name will be put in quarantine during a certain period following its deletion regardless whether this deletion has explicitly been requested by the domain name holder or whether it is due to the non-renewal by the registrar. During this period the domain name can be reactivated. DNS BE will charge a specific fee for the re-activation of each domain name. The period during which the domain name can be re-activated as well as the re-activation fee applicable on signing of this agreement are set out in exhibit 2.
5. DNS BE may increase or decrease the fees mentioned in the three preceding paragraphs at any time and it will inform the registrar of any changes at least 30 days before the new fees become effective by e-mail and by publishing the new fees on DNS BE's website.

3.2 Payments

1. Fees in article 3.1.1 must be paid according to the invoice DNS BE issues on signing this agreement.
2. The registration and renewal fees must be paid according to the payment modalities indicated in DNS BE's monthly invoices to the registrar.

DNS BE will issue monthly invoices for the right of use of domain names registered or renewed in that month. The registrar must take all steps to delete a domain name from the automatic registration system at the latest on the last working day of that month if the right of use of the name will expire during the month of invoicing and may not be renewed. Domain names for which the right of use will expire during the month of invoicing and which are not deleted from the system will be automatically renewed and invoiced by DNS BE. The registration and renewal fees are due as soon as the right of use is granted or renewed, whether or not the domain name holder pays the registrar.

3. Transfer fees must be paid according to payment modalities indicated by the specific invoice that DNS BE issues following the execution of the transfer.
4. Invoices must be paid within 30 days after the invoice date. If the registrar pays fees late then the following penalties apply without notice:
 - 10 % of the amount due (a minimum of 250,00 EUR), and
 - interest of 1 % a month calculated for each month started.This does not affect other remedies in this agreement

4. TECHNICAL PROVISIONS

4.1 The registration procedure

The registration procedure is fully automated and the registrar must respect the procedures developed by DNS BE to register or renew a domain name, including on updating information about domain name holders. DNS BE must publish an overview of the procedure on its web site.

DNS BE may adjust or amend the registration procedure and must inform the registrar no later than 30 (thirty) days before those adjustments or amendments become operational. At the same time, DNS BE must provide the registrar with all technical information required for their implementation.

During the registration procedure, the registrar always states the details of the domain name holder and not its own details. The e-mail address shown in the contact information for the domain name holder is the address of the domain name holder itself and not the registrar's, except where expressly requested otherwise by the domain name holder.

The registrar is allowed to register domain names for his own use. Registrars must, however, refrain from 'warehousing' practices. Warehousing is the registering of large number of domain names without having been specifically instructed to do so by one or more users. Registering large numbers of domain names on behalf of a user (natural or legal person) that is associated or linked with the registrar is also considered as 'warehousing' and hence is not permitted.

The registrar may not directly or indirectly insert procedures in any of its conditions, or take part in any such procedures, that are designed to sell domain names or to result in a change to the domain name holder of a particular domain name, except where the proper transaction is used that DNS BE provides for this type of operation.

4.2 Technical defects

The registrar may not overload DNS BE's network or hinder DNS BE from providing its services (for example by denial of service attacks). The registrar may do nothing that could threaten the stability of the Internet.

The registrar commits himself not to take any unlawful advantage of the “bugs and vulnerabilities” in DNS BE’s technical systems that come to the registrar’s notice neither to abuse them in any way. The registrar also agrees to report defaults such as mentioned above to DNS BE immediately. Under no circumstances will he make these acquaintances public or disclose them to third parties.

If the registrar breaches these obligations, DNS BE may suspend this agreement immediately and without notice for 14 days. DNS BE may terminate the agreement if after 14 days the registrar still breaches these obligations.

5. CHOICE OF REGISTRAR

The registrar must grant the domain name holder a right to choose another registrar (a “new registrar”) for the domain names that the registrar has registered or renewed. The registrar must cooperate with the domain name holder, the new registrar and DNS BE for the transfer.

When the new registrar initiates the requested transfer according to the applicable procedure, DNS BE will send an e-mail to the new registrar and the domain name holder. The transfer only becomes effective if the domain name holder does not object to the transfer within 7 days following DNS BE’s e-mail. The domain name holder need not give reasons if he objects.

The transfer will come into effect if the domain name holder confirms the transfer within 7 days after DNS BE’s e-mail. If the domain name holder does not respond within 7 days, DNS BE will send a reminder by e-mail to the new registrar explaining that the transfer will only become effective if the domain name holder confirms the transfer to DNS BE by fax within 7 days after the date of the second e-mail.

As a result of the transfer, the new registrar must pay to DNS BE the annual registration fee as soon as the transfer becomes effective. DNS BE will not refund the fee the old registrar paid, neither in whole or in part. The old registrar may not require the domain name holder to pay a fee, to give reasons for the transfer, or to give more than one month’s notice for the transfer to become effective.

6. DURATION

This agreement is established at the moment of its signature by the registrar. It will enter into force at the moment DNS BE receives the original document signed by the registrar.

The agreement is concluded for a period of one year starting from the signing of it. For the calculation of this period, the date of signature will be considered to coincide with the first day of the month following the month in which the agreement was signed by the registrar unless the signature took place on the first day of the month itself in which case this date will be regarded as the date of signature.

At the end of its term, the agreement will be extended for one year unless a party notifies the other party in writing no later than one and a half months before the end of the initial agreement that he or she does not want to extend the agreement or wants to change the conditions of the agreement.

Moreover, the agreement can only be extended if the registrar succeeds to obtain the turn-over figure set out in exhibit 2 at the end of the one year term. The turn-over figure can be increased or decreased by DNS BE at any time. DNS BE will inform the registrar of any changes to the turn-over figure at least 30 days before the new figure becomes effective by e-mail and by publication on its website.

7. TERMINATION OF THE AGREEMENT

7.1 Termination of DNS BE's registration authority

This agreement will terminate immediately if DNS BE may no longer grant the rights to use domain names for whatever reason. The registrar cannot hold DNS BE responsible for damage resulting from this termination, unless the termination is due to DNS BE's gross negligence or fraud.

DNS BE will immediately inform the registrar of any fact brought to its attention that may reasonably cause the termination of DNS BE's registration authority.

At the termination of its registration authority, DNS BE shall use its best efforts to:

- facilitate the continuation or the transfer of the existing contracts between DNS BE and the registrars at the termination date;
- obtain a notice period before the termination of its registration authority.

7.2 Breach of contract

If the registrar breaches this agreement, DNS BE will write to the registrar asking the registrar to stop breaching the agreement. DNS BE may terminate the agreement if the registrar does not comply with the letter within 14 days.

7.3 Bankruptcy or winding-up

This agreement will terminate immediately if the registrar becomes bankrupt or the registrar's business is wound up.

8. CONSEQUENCES OF TERMINATION

Even after termination, the registrar must pay the fees that were due before termination.

DNS BE will transfer the domain names of the registrar whose agreement has been terminated to other registrars upon the request of that registrar or the person who is entitled to represent him. In such case DNS BE will charge the transfer fee that is mentioned in article 3.1.3 and will deduct the fee from the remainder of the flat fee that was paid in conformity with article 3.1 of this agreement. The possible remaining amount will be reimbursed to the agent.

DNS BE may claim full compensation for the costs incurred, if they exceed the remainder of the advance.

Within 2 weeks after termination of the agreement the registrar must return to DNS BE all its documentation and software.

If the agreement is terminated and for as much as a the registrar doesn't succeed to accomplish a transfer of the domain names he has in his custody to other registrars within one month following the termination of the agreement, DNS BE must inform the domain name holders that their domain names have been put "out-of-support" under the registration agreement (Exhibit 1 contains a copy of this agreement). At the same time DNS BE must inform the domain name holders that they have one month to choose another registrar.

If the domain name holder designates another registrar, DNS BE will charge the renewal fees to the new registrar when the registration concluded through the old registrar ends. If the domain name holder does not appoint another registrar, DNS BE will terminate the registration of the domain name at the end of its term. The domain name will remain "out-of-support" for the longer of three months after the notice asking domain name holders to designate a new registrar or two months after the termination of the registration.

While the domain name is "out-of-support", the domain name holder may appoint another registrar. The prospective registrar must send a motivated request to DNS BE applying to become the new registrar and to restore any terminated registrations.

9. ASSIGNMENT OF RIGHTS

The registrar may assign rights under this agreement to a third party if the registrar informs DNS BE in writing no later than one month before the assignment becomes effective. The old registrar and the assignee are jointly and separately liable for performing this agreement until the end of the agreement with DNS BE.

10. GUARANTEES

The registrar must indemnify DNS BE against a claim for damages in or out of court by domain name holders or third parties against DNS BE for the products and services offered by DNS BE or by the registrar including claims for:

- Granting or not granting, renewing or not renewing a registration to a domain name holder or a third party for a domain name, because for example, of an error regarding identity;
- Terminating DNS BE's registration authority under the ".be" domain;
- Third parties claiming rights on a domain name;
- Technical defects or shortcomings.

DNS BE must make a reasonable effort to provide its services according to the principles of the Best Practices guidelines of the registration authorities.

11. MISCELLANEOUS

11.1 Effect of this agreement on third parties

This agreement only creates rights and obligations for the signing parties and not for third parties. Third parties cannot claim any rights against the registrar or DNS BE.

11.2 Amendments

Both parties must agree to amendments of this agreement in writing. This does not apply to amendments to the registration agreement and the registration and renewal fees which DNS BE may amend under this agreement.

11.3 Disputes

Only the Brussels courts may handle disputes under this agreement.
The Brussels courts must apply Belgian law.

11.4 Intellectual property

This agreement does not change the status of any intellectual property rights of the parties. The parties will remain owners of their intellectual property rights.

11.5 Use of logo's and name of DNS BE

This agreement does not grant the registrar the right to use the logo and name of DNS BE unless with explicit permission of the latter. DNS BE can create specific logos for the benefit of the registrars and can grant the usage of these logo's to the registrars. DNS BE will inform the registrars of any such event.

11.6 Website of the registrar

The registrar has the obligation to communicate to DNS BE the exact reference of the part of his website where referral is made to the domain name registration. DNS BE has the right to record this reference on its own website so that customers can contact the registrar directly. DNS BE also has the right to update this reference if it proves to be outdated.

For DNS BE



Jo Van Gorp
General Manager

For the registrar

(name + title)

Exhibit 1: Registration agreement that applies on signing this agreement
This is the registration agreement between DNS BE and the domain name holders, called "Terms and conditions".

Exhibit 2: Registration and renewal fees that apply on signing this agreement

Terms and conditions for domain name registrations under the “.be” domain operated by DNS BE

Version 4.2 – 15 January 2009

1. Definitions

- “DNS BE” means the Belgian non profit organisation DNS Belgium vzw, Belgische vereniging voor Internetdomeinregistratie, situated at 3001 Leuven, Ubicenter, Philipssite 5, box 13, and with enterprise number 046618640, administrator of the “.be” domain;
- “the registrar” means the undertaking that enters into a non-exclusive registrar agreement with DNS BE and obtains from DNS BE the right to apply for the registration and renewal of domain names under the “.be” domain on behalf of its clients but for its own account;
- “the domain name holder” means the person having obtained or having applied for the registration of a particular name in the “.be” domain;
- “the consumer” means each private person or legal entity who is, exclusively for a non professional objective, domain name holder.

2. Acceptable domain names

DNS BE will not accept the following domain names for registration :

- Names that are already registered (“first come, first served” –principle), names in quarantine, names that are put “out-of-support” or on hold. Names that consist of characters other than “a-z”, “A-Z”, “0-9” and “-”, or that start or end with “-” (as recommended in RFC 1035, published on the web site of DNS BE).
- Names of less than two (2) or more than sixty-three (63) characters.
- Names with “-” on the third and the fourth position.

Names will be registered for the person whose application is completed first, notwithstanding earlier applications for those names that are not yet complete. An application is complete when it is received by the DNS BE computer system (not when it was sent), and when it contains all the data required by DNS BE.

The refusal to register a domain name does not create any rights (priority rights or other) for the applicant. The applicant may file a new application, in competition with anybody else, if that name later becomes available to the public.

3. Right of use

- a) After the registrar completes the registration process and pays the registration fees, the domain name holder is granted the exclusive right to use the domain name applied for.
- b) The right of use is valid for one year and is renewable as far as the registration fee has been settled.
- c) A domain name is put on hold if DNS BE is notified that legal proceedings, whether within or outside the scope of a court of law, are in progress over that name. A domain name that is on hold cannot be transferred or deleted, nor can the details of the domain name holder be modified. The domain name holder can, however, still use his domain name.
- d) DNS BE may terminate the registration if the domain name holder breaches any of the terms and conditions of the domain name registration. In case of a breach of the terms and conditions, DNS BE can send a reminder by e-mail to both the registrar and the domain name holder informing them that the registration will be terminated if the breach is not remedied within 14 days.

- e) After termination of the registration for reasons outside the scope of item d) of this article, the concerned domain name shall be placed in quarantine for forty (40) days. During this period the registrar can restore the domain name to its original status at the request of the domain name holder provided that a reactivation fee is paid. At the end of this period the concerned domain name can be made available again for registration provided that it has not been reactivated.
- f) A domain name is labelled “out-of-support” in case the registrar contract with DNS BE is terminated and DNS BE has asked the domain name holders to find a new registrar.

4. Fees and payment

- a) The domain name holder is aware that the registrar acting on his behalf must pay the initial registration fee and the renewal fee according to the agreement between the registrar and DNS BE.
- b) The registrar has access to the computer system of DNS BE in order to verify the status and expiration date of the domain names that he manages. The registrar is responsible for the timely information of the domain name holder that the registration of his domain names is due to be renewed.
- c) DNS BE is not responsible for the registrar’s non-payment of registration or renewal fees, which may result in the non-registration or cancellation of a domain name (even if the domain name holder has paid the registrar).

5. Obligation to have a working e-mail address

The domain name holder must have a working e-mail address, which is inserted in the DNS BE data base. DNS BE and the domain name holder must use this e-mail address for official communication between them, and the domain name holder must keep the address up-to-date through his registrar. If the e-mail address is not kept up-to-date, the domain name holder is in breach of these terms and conditions and DNS BE may terminate the registration as provided in article 3 above.

6. Agreement between domain name holder and registrar

- a) The registration and renewal process with DNS BE can only be conducted by the domain name holder through an authorised registrar, who is acting on behalf of the domain name holder but for its own account. DNS BE must make available on its web site a list of the authorised registrars, and a copy of the typical agreement between DNS BE and the registrar. DNS BE is not a party to the agreement between the domain name holder and his registrar incurs no obligation or liability from that agreement.
- b) If a registrar is no longer an authorised registrar because the agreement with DNS BE is terminated, DNS BE must send an e-mail to the domain name holders informing them that their domain name is put “out-of-support” and asking them to appoint another registrar within one month. If the domain name holder does not appoint another registrar within one month, the registration agreement between DNS BE and the domain name holder will be terminated at the end of its term with no possibility of renewal. The domain name holder’s domain name will remain “out-of-support” until the later of three months after DNS BE sent the notice-mail to the domain name holder, or two months after the registration was terminated.

While the domain name is “out-of-support” the domain name holder may appoint another registrar who may send a request, including its reasons, to DNS BE to become the new registrar of the domain name holder and restore the registration if terminated.

- c) If a domain name holder terminates the agreement with his registrar, he must at the same time designate a new registrar who must inform DNS BE of the proposed change of registrar. After the reception of the transfer request made by the new registrar, DNS BE will inform the domain name holder of the proposed change by e-mail. This e-mail will contain a code which will permit the domain name holder to confirm or to reject the transfer via the website of DNS BE. The domain name holder must bring in his confirmation or rejection via the website of DNS BE within 7 days following the e-mail from DNS BE. If the domain name holder does not respond within 7 days, DNS BE must send a reminder by e-mail to the new registrar informing him that the transfer will only take effect if the domain name holder confirms the change to DNS BE by a duly undersigned fax message within 7 days following the reminder by e-mail. In absence of confirmation within 7 days, the initiated transfer will be cancelled.
- d) When a domain name holder wants to transfer a domain name to a third party, the latter must ask his registrar to start the procedure described in item c) of this article with the exception that the domain name holder *and* the third party must confirm the proposed change via the website or fax.
- e) The successful execution of the procedures described in items c) and d) of this article means that a new registration period is started for the concerned domain names and implies payment of the original registration fee as specified in article 4 a). No reimbursement of fees paid for the initial registration period shall be made.

7. Privacy policy

- a) The domain name holder authorises DNS BE to process personal and other data required to operate the ".be" domain name system. DNS BE shall only use these data within the framework of the management of the .be domain name zone and related services. DNS BE may only transfer these data to third parties if ordered to do so by the public authorities (local or national, judicial or administrative), upon demand of the dispute resolution entity mentioned in article 10 or as provided in paragraph (c) of this article. The domain name holder has the right to access his personal data and to arrange for it to be amended, where errors exist.
- b) The domain name holder must keep DNS BE immediately informed through the registrar of any change in name, address, e-mail address, telephone and fax numbers. An omission or delay in informing DNS BE of such changes may result in the termination of the registration.
- c) The domain name holder authorises DNS BE to make the following personal data accessible on its web site (through the so called WHOIS-search facility) – along with some other technical data – to guarantee the transparency of the domain name system towards the public:
 - name, address and telephone and fax number of domain name holder;
 - date of registration and status of the domain name;
 - e-mail address of domain name holder;
 - language chosen for the dispute resolution set out in article 10.

The domain name holder also authorises DNS BE to transfer these data to third parties within the scope of domain name information or monitoring services.

In exception to the two previous paragraphs, the name, address, telephone and fax number of the domain name holder will not be accessible on the website (through WHOIS search facility) nor be transferred to third parties if the domain name holder is a private person.

Third parties that want to know the personal data of a private domain name holder and that have legitimate reasons for such a disclosure, can send a motivated request to DNS BE. DNS BE will evaluate the invoked legitimacy for the disclosure and take a decision whether or not to communicate the requested data.

8. Representations and warranties

- a) The domain name holder represents and warrants that:
 - 1° all statements made during the registration process and the term of the registration are complete and accurate;
 - 2° registering the domain name will not infringe or otherwise violate the rights of a third party;
 - 3° the domain name is not registered for an unlawful purpose;
 - 4° the domain name is not used in violation of any applicable laws or regulations, such as a name that helps to discriminate on the basis of race, language, sex, religion or political view;
 - 5° the domain name is not contrary to public order or morality (e.g. obscene or offensive names);
- b) DNS BE is not liable for any damage, including direct or indirect damage, consequential damage and loss of profits, whether in contract, tort (including negligence), or otherwise, resulting from or related to the registration or use of a domain name or to the use of its software or web site, even if DNS BE has been advised of the possibility of such damage, e.g. regarding :
 - 1. registration or renewal (or the default of registration or renewal) of a domain name in favour of a domain name holder or a third party due to an error concerning their identity;
 - 2. termination of DNS BE's authority to register domain names in the ".be" domain;
 - 3. rights that third parties claim to domain names;
 - 4. technical problems or faults;
 - 5. acts or omissions of the registrars regarding the application, registration or renewal of domain names which may result in the non-registration or cancellation of a domain name.

Point 4, however, does not apply when the domain name holder is a consumer.

DNS BE will use its best efforts to provide its services according to the "best practices" standards adopted and approved in national or international context.

The domain name holder must indemnify DNS BE against any claim (and the resulting costs, including attorneys' fees) originating from the use or registration of a domain name that infringes the rights of a third party.

Disputes between DNS BE and the domain name holder must be brought before the courts of Brussels who will have exclusive jurisdiction, and must be governed and interpreted in accordance with the laws of Belgium, unless the consumer has the legal right to bring the dispute before another court or to have it governed in accordance to other law.

9. Change of terms and conditions

- c) The rules of the domain name registration procedure are dynamic and subject to change.
- d) If DNS BE decides to change its rules, it will make the new rules available to the public by posting them on its web site at least thirty (30) days before the new rules take effect. Each registration procedure will be handled according to the rules in effect on the date the application is complete.
- e) As a deviation of the previous rule, DNS BE can modify the technical registration rules of article 2 without the application of the mentioned minimum delay of thirty (30) days. Such modifications will take effect from the moment of their announcement on the website of DNS BE. DNS BE can only make use of this specific procedure as far as those modifications seem justified within the national or international technical context and as far as they are intended to prevent registrations of speculative nature.
- f) DNS BE will not personally inform domain name holders, whose domain names have been rejected in the past, that new rules apply, even if the rejected names would be allowed under the new rules.

10. Dispute resolution policy

- a) Dispute resolution. The domain name holder must submit the type of disputes set out below to alternative dispute resolution proceedings and accepts in this regard the competence of an accredited Dispute Resolution Entity. The domain name holder accepts that those proceedings must be conducted before one of the accredited Dispute Resolution Entities listed at the web site of DNS BE. The procedure will be conducted in the language chosen by the domain name holder during his application. Every dispute will be governed by the dispute resolution policy applicable when the complaint is filed.
- b) Applicable disputes.
1. The domain name holder must submit a dispute to alternative dispute resolution proceedings if a third party (a "Complainant") asserts to the Dispute Resolution Entity, in compliance with the rules of procedure, and proves that :
 - (i) the domain name holder's domain name is identical or confusingly similar to a trademark, a trade name, a social name or corporation name, a geographical designation, a name of origin, a designation of source, a personal name or name of a geographical entity in which the Complainant has rights; and
 - (ii) the domain name holder has no rights or legitimate interests in the domain name; and
 - (iii) the domain name holder's domain name has been registered or is being used in bad faith.
 2. The evidence of such in bad faith registration or use of a domain name can inter alia be demonstrated by the following circumstances:
 - circumstances indicating that the domain name was registered or acquired primarily for the purpose of selling, renting, or otherwise transferring the domain name to the Complainant who is the owner of the trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of the geographical entity, or to a competitor of that Complainant, for valuable consideration in excess of the costs directly related to the domain name; or
 - the domain name was registered in order to prevent the owner of a trademark, a trade name, a social name or corporation name, a geographical designation, a name of origin, a designation of source, a personal name or a name of a geographical entity from reflecting this name in a corresponding domain name, provided that the domain name holder has engaged in a pattern of such conduct; or
 - the domain name was registered primarily for the purpose of disrupting the business of a competitor; or
 - the domain name was intentionally used to attract, for commercial gain, Internet users to the domain name holder's web site or other on-line location, by creating a likelihood of confusion with the Complainant's trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of a geographical entity as to the source, sponsorship, affiliation, or endorsement of the domain name holder's web site or location or of a product or service on his web site or location.
 - the domain name holder registers one or more personal names without the existence of a demonstrable link between the domain name holder and the registered domain names.
 3. If a complaint is filed, the domain name holder can demonstrate his rights or legitimate interests to the domain name by the following circumstances:
 - prior to any notice of the dispute, the domain name holder used the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services or made demonstrable preparations for such use; or
 - the domain name holder (as an individual, business, or other organization) has been commonly known by the domain name, even if he has acquired no trademark; or
 - the domain name holder is making a legitimate and non-commercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of the geographical entity at issue.
- c) Rules of procedure. The rules of procedure of the Dispute Resolution Entity state how to initiate and conduct the proceedings, which delays apply and how to appoint the Third-party Decider that will decide the dispute. The rules of procedure also determine the fees that the Complainant must pay. The Dispute Resolution Entity publishes the rules of procedure on its web site.
- d) Non-intervention of DNS BE. DNS BE does not, and will not, participate in the administration or conduct of any proceedings before a Third-party Decider. Neither DNS BE, the Dispute Resolution Entity or the Third-party Decider will be liable as a result of any fault made in the dispute resolution process, except for intentional faults.
- e) Remedies. The remedies available to a Complainant under any proceedings before the Third-party Decider are limited to requiring the cancellation of the domain name registration or the transfer of the domain name to the Complainant.
- f) Notification and publication. The Dispute Resolution Entity must publish all decisions under this dispute resolution policy on the Internet during a reasonable term. DNS BE must also be informed of these decisions. If the domain name holder is involved in other legal procedures concerning his/her domain name, he/she must inform DNS BE of the final decision(s). DNS BE may decide to publish the decisions referred to in the present article.
- g) Courts of competent jurisdiction. The submission to the alternative dispute resolution procedures does not prevent either the domain name holder or the Complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before, during or after those proceedings. If a Third-party Decider decides that the domain name registration should be cancelled or transferred, DNS BE will implement that decision 15 days after being informed of the Third-party Decider's decision except if the domain name holder has started the appeal procedure of the dispute resolution in due time. If the appeal procedure was started in time, DNS BE will not take further action (whilst leaving the domain name on hold) until the appeal procedure has ended or has been cancelled.
- h) Other disputes. All other disputes between the domain name holder and any party other than DNS BE over the domain name registration that are not brought under the alternative dispute resolution procedures must be resolved through any court proceedings, arbitration or other available proceedings.
- i) Defences. DNS BE will not participate in any dispute between the domain name holder and any party other than DNS BE over the registration and use of the domain name, neither in the alternative dispute resolution proceedings, nor in any other proceedings. The domain name holder must not name DNS BE as a party or otherwise include it in any such proceedings. If DNS BE is named as a party in any such proceedings, it reserves the right to raise any and all defences deemed appropriate, and to take any other action necessary to defend itself.
- j) Domain name on hold. As soon as a request for alternative dispute resolution is properly filed with the Dispute Resolution Entity and the appropriate fee is paid, the Dispute Resolution Entity must inform DNS BE of the identity of the Complainant and the domain name involved. DNS BE must immediately put the domain name involved "on hold", under article 3 of these terms and conditions. The domain name remains on hold until the end of the proceedings set out in paragraph (g).

- k) Costs of dispute resolution. The dispute resolution fee is payable by the Complainant. However, if the Third-party Decider concludes that the domain name registration needs to be struck out or transferred, DNS BE shall repay the total of these costs to the Complainant and reclaim the thus repaid costs from the domain name holder. Upon DNS BE's first request, the domain name holder shall reimburse the repaid amounts. The domain name holder shall not have a right of recourse against DNS BE, the Dispute Resolution Entity, the Third-party Decider or the Complainant for the thus suffered financial loss. The potential financial loss for the domain name holder is the risk that the latter took for the speculative registration of domain names on which third parties have rights.

The repayment provision specified in the previous paragraph does not apply to the appeal procedure of the dispute resolution. The costs of the appeal procedure are payable by the party that instituted this procedure.

The costs mentioned in this article only refer to the administrative costs of the dispute resolution as stipulated in article 10 and do not include any costs or fees for legal advice of the parties.

11. Severability clause

If one or more clauses of these terms and conditions are found to be invalid, unenforceable or illegal, the other clauses of the terms and conditions will nevertheless remain in full force. DNS BE and the domain name holder also agree to replace the invalid, unenforceable or illegal clause with a valid, enforceable and legal clause preserving the economic aims and maintaining the spirit of the clause so replaced.

Exhibit 2 – Registration and renewal fees that apply on signing the agreement

1. The fee for the registration of a domain name is 2.50 EUR (excl. VAT).
This fee includes the right to use the domain name for a 1 year period after the registration.
2. The renewal fee for the right of use of a domain name is 2.50 EUR (excl. VAT).
3. The fee for the transfer of domain names by DNS BE upon demand of the registrar is 0.25 EUR (excl. VAT) per domain name with a minimum amount of 500 EUR (excl. VAT) per requested transaction.
4. The fee for the re-activation of a domain name that was put in “QUARANTINE” status is 10 EUR (excl. VAT). Domain names in “QUARANTINE” status can be re-activated during a period of 40 days following their deletion by the registrar that had the domain under his management upon the time of the deletion.
5. The turn-over figure that the registrar yearly needs to obtain in order to extend his agreement with DNS BE amounts to 250 domain names. Each new registration, each renewal of an existing domain name, each transfer or trade introduced and successfully finalised by the registrar and each re-activation of a domain name will add 1 unit to the actual turn-over figure. In case of a take over of an existing portfolio by the registrar, the equivalent in units of the total number of domain names that were taken over, will be added to the actual turn-over figure.