

**General Terms and Conditions of Business and Registration (GTBR)  
CSL Computer Service Langenbach GmbH at “Joker.com”  
- Version 25.05.2018 -**

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1. Bases of contract

- 1.1 The present GTBR govern the framework conditions for the registration and renewal of so-called Registered Names, hereinafter referred to as “Domain”, and for the alteration of the related inventory data.

The GTBR – including other terms and conditions referred to here - are fully incorporated in the registration agreement upon conclusion of the registration procedure. Other terms and conditions of the customer, for example its general terms and conditions of business, purchasing, order terms and conditions or other terms and conditions, are not incorporated into the contract.

The present GTBR are permanently available on the Joker.com Internet sites via the link <http://joker.com/goto/agb>. You are expressly asked to acknowledge their content. The GTBR can be called up at all times, printed out using the print function of the customer browser, and/or stored in reproducible form.

The notification of alterations at this point is agreed as sufficiently binding notification.

Alterations of the privacy policy provided at <https://joker.com/goto/impressum#privacy> become effective upon announcement.

Joker.com registers domains in the central databases kept by the responsible Registries. The order process takes place via a protected SSL link.

- 1.2 The contractual relationship comes into being between the customer in the first instance and CSL Computer Service Langenbach GmbH, Hansaallee 191-193 in D-40549 Düsseldorf (hereinafter also referred to as “CSL GmbH” and/or “Joker.com”), in the second instance.
- 1.3 Joker.com is authorised to register domains as Registrar. Joker.com is a registration body (Registrar) for domains accredited by ICANN (Internet Cooperation for Assigned Names and Numbers).
- 1.4 Upon complete performance of the prescribed registration procedure in the version applicable at the time of registration, the Registrant/customer acknowledges the contents of the GTBR, the privacy policy and the registration policy in their entirety.
- 1.5 The customer hereby warrants that he/she is above the age of majority.

1.6 The customer is obliged to indicate his/her status as consumer (Section 13 BGB (German Civil Code)) or as entrepreneur, or as party acting for a legal entity or a partnership with legal capacity, including with partial legal capacity (Section 14 BGB).

1.7 If the customer places orders on behalf of third parties or for third parties, he remains the sole contractual partner of Joker.com. The GTBR, the privacy policy and registration policy also apply to the third party. The customer must pass these conditions on bindingly to the third party and commit to the obligations and actions resulting from this.

## 2. Area of application/amendments to the terms and conditions of contract

2.1 Joker.com provides the contractually owed services exclusively on the basis of the present GTBR and any annexes, and on the basis of the provisions for the registration of domains prescribed by ICANN or the relevant Registry that must be observed for performance of the contractual relations.

2.2 ICANN is entitled to pass regulations that affect the registration relations with the customer. The same applies to requirements of, and amendments to, the terms and conditions of the Registries. Compliance with these provisions by Joker.com is mandatory in the context of the registration procedure and they must be applied vis-à-vis the customer in the latest version. For these and other reasons, there may be a need additionally to amend the present GTBR. In such cases, the customer will be notified by e-mail of the amendments, and of the possibility associated with the same of submitting a written objection to the amendment of the GTBR within one month of receipt. If the customer does not object, the contractual relations continue on the basis of the amended version of the GTBR. In the event of timely objection, Joker.com is entitled to terminate the contract extraordinarily without notice.

2.3 Joker.com is entitled to make and/or accept alterations to the service and the technical environment within its own organisation without informing the customer, provided that the contractual service is not impaired or the alteration takes account of technical progress.

2.4 If Joker.com provides free services to the benefit of the customer, this does not establish a legal obligation or precedent with regard to the future provision of such services. The customer has no entitlement to the further provision of these services. Joker.com is entitled to discontinue these services at all times without prior notice, and without the customer accruing any rights whatsoever as a result – for example, to compensation for damages, rights to a reduction in the price or to reimbursement.

## 3. Information request concerning the availability of a domain/consequences of non-availability

- 3.1 The availability of the desired domain will be checked prior to registration. The free check to this purpose is based on the data available to Joker.com and merely reflects the current data inventory in the database of the Registry responsible for the registration procedure at the time of the information request. Consequently, no guarantee can be given for the correctness and completeness of the information provided to Joker.com.
- 3.2 If the domain is not available, Joker.com is entitled to terminate the contract prematurely and is not obliged to provide the services envisaged under the contract. Joker.com will inform the customer without delay and return any consideration already furnished without delay.

#### 4. Services of Joker.com

- 4.1 Joker.com forwards the data received from the customer to the relevant responsible Registry so that – subject to the availability of the domain name – the latter can arrange registration in conformity with the application.
- 4.2 If the customer applies for the registration of several domains and the registration of all domains is not possible due to lack of availability, Joker.com is entitled to provide part of the service – i.e. the registration of those domains available at this time.
- 4.3 If the customer so demands, Joker.com shall undertake desired changes to the entries. The transfer of a domain to another Registrar within the first 60 (in words: sixty) days following first-time registration, or following the transfer of a domain to Joker.com is not permitted.
- 4.4 Joker.com will provide nameserver services in connection with the domain, enabling the domain to be called up using the Domain Name System (DNS), and optional web forwarding on request.
- 4.5 No check is made of the completeness or plausibility of the information provided to Joker.com by the customer. Joker.com reserves the right to process - and/or have processed - only applications that are correct and completed in full in conformity with the requirements stipulated during the registration procedure.
- 4.6 Joker.com assumes the registration fees incurred by it and invoiced to it by the Registry and the further maintenance of the domain, i.e. the renewal of the domain registration and, at the request of the customer, updating of the database during the contract term.
- 4.7 The service will be provided on a 24/7 basis with average time availability of 99% over the year.
- 4.8 The service owed is the functionality of the technical infrastructure at Joker.com. The use of the service also requires the use of third-party networks

and technology that are beyond the control of Joker.com and, therefore, cannot be guaranteed by Joker.com.

- 4.9 With an order for domain registration, a domain transfer or a domain renewal, the customer expressly agrees to the immediate start of the execution of the service by Joker.com. These services are also specific services tailored to the customer's specifications. The right of revocation and return for distance contracts (§ 312g BGB) is therefore not applicable.

## 5. Domain status

- 5.1 As a standard procedure, domains registered via Joker.com or transferred to Joker.com initially receive the domain status "clientTransferProhibited" - or the corresponding equivalent of the relevant Registrar, if available. A domain status of this kind protects the domain against unintentional transfers in the interests of the Registrant.
- 5.2 This domain status must be removed by the Registrant prior to transfer to another Registrar.
- 5.3 Each Registrant - and/or their authorised representatives – can enable and disable the "clientTransferProhibited" status autonomously at any time via the "Joker.com" portal.

## 6. Transfers

- 6.1 Transfers to another registrar are generally free of charge; nevertheless, the relevant domain is normally renewed automatically by one further year and this can involve costs with the new registrar.
- 6.2 However, if a domain is not renewed until after its standard term, i.e. within the "AutorenewGracePeriod", and is then transferred within 45 days of the end of the original term, the domain year acquired as a result of the renewal will be removed by the relevant registry, and the domain year acquired as a result of the transfer will be added.
- 6.3 The result is a renewal of the term of the relevant domain by a further year. Costs incurred as a result of renewal are not reimbursed.
- 6.4 This procedure conforms to the rules of ICANN or to the technical requirements of the Registries.

## 7. Change of Registrant (COR) (only with ICANN-regulated generic top-level domains)

- 7.1 Each Joker.com customer with access authorisation who registers domains or transfers domains to Joker.com must be regarded as Designated Agent of the Registrant of the relevant domain.
  - 7.2 As Registrar, Joker.com is to be regarded as Designated Agent of the Registrant of the relevant domain, if the latter makes use of Joker.com privacy services.
  - 7.3 By applying for a transfer of a domain name to a third party ("change of registrant"), the customer confirms that the third party has expressly agreed to the change of the registrant, the GTBR, the privacy policy and the registration policy. This must be proven by suitable documents upon request. Otherwise Joker.com is entitled to reject or cancel the change of registrant.
8. Terms and conditions for the registration of domains in the context of special offers ("Promotional prices")
- 8.1 Joker.com is entitled to alter the conditions stated in the relevant special promotions at all times at its own discretion.
  - 8.2 The terms and conditions of the relevant special promotion apply exclusively for the periods stated in the description of the promotion.
  - 8.3 The promotional price for a domain presupposes the use of this domain in the manner intended. If Joker.com or the relevant registration body (Registry) establishes any infringement of the relevant domain provisions, this may result in subsequent claims against the buyer up to the amount of the normal selling price.
9. Terms and conditions for the registration of domains in the context of pharmaceutical offers
- 9.1 Pharmaceutical offers providing for the dispatch of medicines to Germany: this requires evidence of the administrative licence as PDF or fax as well as inclusion in the DIMDI register (German Institute of Medical Documentation and Information) and must be submitted on request.
  - 9.2 Pharmaceutical offers providing for the sending of medicines to countries requiring an administrative licence: evidence of the administrative licence as PDF or fax or an entry in an official register is required and must be submitted on request
  - 9.3 Documentation on the handling of prescriptions must be submitted on request for the dispatch of medicines available on prescription only.
  - 9.4 In the event of a check, non-compliance with the above conditions can result in the corresponding domain being shut down.

## 10. Duties of the customer/consequences of breaching these duties

- 10.1 The customer is obliged to submit a status enquiry via the support site at <https://joker.com/goto/> if it receives no reply from Joker.com within three working days of carrying out the registration procedure, in order to allow investigations into the status of the domain registration.
- 10.2 The customer must satisfy itself and ensure that, to the best of its knowledge and belief, the registration and the subsequent direct or indirect use of the domain do not interfere with rights of third parties, and hereby warrants that no such rights are infringed.
- 10.3 Within the scope of domain registration, the customer is obliged to provide at least the following data truthfully and completely for the purpose of documenting ownership, fulfilling contractual obligations and, if applicable, forwarding them to the registry.
- first name and surname of the domain owner, postal address, e-mail address, telephone number and fax number (if available)
  - if the domain owner is a legal entity or a partnership with legal/partial legal capacity (Section 14 (2) BGB): organization, first name and surname of the legal representative and/or of a contact person verifiably authorised to make decisions, if this person is not the legal representative
  - name and IP addresses of the primary and secondary nameservers for the domain applied for
  - first name and surname or organization, postal address, e-mail address, telephone number for billing purposes.

The required data may vary depending on the type of domain. If additional data is required, it must be provided during domain registration.

- 10.4 During the term of the contract, the customer is obliged to notify Joker.com immediately of any changes to the information set out in Article 10.3. Contractually-relevant information will normally be sent by e-mail, meaning that it is particularly important to maintain a valid e-mail address and this is hereby agreed as being contractually binding. Until such time as the customer provides binding notification of a change of e-mail address, the e-mail address provided at the time of conclusion of the contract remains an integral part of the contract, and applies as the suitable means through which Joker.com contacts the customer concerning performance of the contract.
- 10.5 Requests by Joker.com concerning the correctness of the information provided in Articles 10.2 and 10.3 must be answered by the customer within a period of fourteen days and incorrect data corrected.
- 10.6 The customer is obliged to call up the messages forwarded to it by Joker.com by e-mail at the latest on the next but one day, so that it is informed of their content in this manner which is agreed as binding.

- 10.7 If the customer permits use of the contractual domain by third parties, it will remain domain owner itself and obliged to maintain the inventory data as per Articles 10.3 to 10.6, in order to enable the speedy resolution of problems that could arise in connection with the maintenance and operation of the domain.
- 10.8 If the customer licenses the use of the contractual domain to third parties, it nevertheless acknowledges that it has strict liability for claims and damages resulting from unlawful use of the domain. It is also obliged to provide Joker.com and the claimant with full details of the licensee's identity without delay and in binding form.
- 10.9 The customer must refrain from any measures that infringe the applicable law of the country in which the infringement of rights occurs. In particular, it must ensure the following with regard to the use of the contractual service or contractual domain:
- that the content capable of call-up using the domain has provider identification if this is a teleservice or media service
  - that no unsolicited e-mails are sent to a large number of recipients using an e-mail address corresponding to the contractual domain.
- 10.10 The customer must keep secret the access data forwarded to it under all circumstances. Any loss of data must be reported directly to Joker.com. If the customer forwards the data to third parties or is otherwise responsible for use of the service by third parties, it is liable for any claims and damages arising for Joker.com or third parties as a result.

## 11. Domain disputes/UDRP procedure/consumer dispute resolution

- 11.1 Top-level domains are administered by various national or private-law organisations (Registries) who, in addition to ICANN, have established own terms and conditions concerning the procedure in the event of domain disputes, so-called "Acceptable Use Policies" (AUP) and "Terms of Service". The customer must comply with these procedural rules when resolving disputes. By issuing an own domain-registration order or domain-transfer order, the customer declares that it is aware of the terms and conditions of registration, applicable at the relevant time for the domain applied for, and/or that it is obliged to procure knowledge thereof, and also that it accepts these terms and conditions as being an integral part of the contract.

A further indispensable prerequisite for the registration of domain names is that, in the event of domain disputes, the customer recognises in particular the UDRP Procedure (Uniform Dispute Resolution Procedure). The above procedures may be subject to changes during the term of the contract.

- 11.2 The customer hereby declares its agreement, in the event of disputes in which a third party claims to the customer or Joker.com that registration or use of the domain encroaches upon its rights, to the application of the so-called UDRP Procedure.

- 11.3 The essential features of the procedure are set out below. Through the Uniform Dispute Resolution Policy (UDRP) – available only in English – ICANN, as responsible administrative body for the organisation of the domain name system, provides a procedure through which disputes concerning rights to a specific domain can be resolved.

Under this procedure, trademark owners can apply for the transfer to themselves of a name that has been registered by persons as a domain for themselves that is identical to or able to be confused with this trademark. However, the dispute-resolution body will only allow this application if the current domain owner on the one hand holds no own rights to the name (i.e. is not itself the owner of the trademark or neither it nor its company bears this name) and, on the other hand, both the registration and the use of the domain is carried out with malicious intent. Such intent will be assumed, for example, if the domain owner has had the domain registered solely for the purpose of offering it for sale to the trademark owner, and subsequently also offers this domain to the trademark owner for sale, or has had the name registered with the intention of using the trademark name for own business purposes and uses it accordingly.

- 11.4 In the dispute-resolution procedure, the trademark owner must provide evidence of its own legal position and be able to explain why the current domain owner has no own rights to the domain and what form the malicious intent takes during its registration and use.
- 11.5 During the procedure, the domain owner will be given the opportunity to set out its own legal position. Under the rules of the UDRP, it will be granted a period of 20 working days to do so from the date of announcement of the proceedings by the UDRP provider.

Under the UDRP rules, the language of the proceedings is always the language of the registration agreement, unless the dispute-resolution body considers another ruling expedient, or the parties have agreed on a different language.

- 11.6 The dispute-resolution body will normally decide, on the basis of the written statements available to it, whether it holds the claim of the trademark owner to be justified or not. If it comes to the conclusion that the domain name must be transferred to the complainant, the defeated domain owner shall have a period of 10 working days within which to bring the matter before an ordinary court. In this event, the decision of the dispute-resolution body will not be implemented and the previous domain owner shall remain owner of the domain. If no ordinary court is seised, the decision of the dispute-resolution body will be implemented by the responsible Registrar upon expiry of this period, i.e. the domain will be transferred to the prevailing trademark owner.
- 11.7 Dispute-resolution proceedings can be applied for with any ICANN-approved UDRP provider (see the list at [https://joker.com/goto/icann\\_udrp](https://joker.com/goto/icann_udrp)). As soon as dispute resolution has been applied for, the transfer of the domain to third parties during the entire duration of these proceedings and for a period of 15 days following the decision of the dispute-resolution body is only admissible



and possible if the third parties accept the decision of the dispute-resolution body as being binding upon them. The same applies in the event of ordinary court proceedings being initiated with regard to the rights to the domain during the dispute-resolution proceedings or within a period of 15 working days of receipt of the decision of the dispute-resolution body and until such time as a final and non-appealable court decision is given.

- 11.8 Joker.com draws attention to the fact that, in view of the UDRP procedure agreed above, no provision is made for participation in dispute-resolution proceedings before a consumer dispute-resolution body under the Consumer Dispute Resolution Act (*Verbraucherstreitbeilegungsgesetz (VSBG)*) that came into effect on 01.02.2017.

## 12. Release from liability

- 12.1 If third parties take measures against Joker.com based on alleged infringements of rights by the customer or third parties in connection with the contractual service, the customer is obliged to indemnify Joker.com, its employees, ICANN, the relevant Registry (including Verisign Inc.), suppliers, agents, partners as well as all persons and companies involved in provision of the service, against all justified claims, if it is responsible for the underlying infringement or it is under an obligation to desist.

The agreement on liability includes the necessary costs of appropriate legal action and the related necessary outlay. If claims are brought against the customer, it shall have the right to show and prove that the claims asserted do not exist, or do not exist in the amount claimed, and/or that the customer is not responsible for these.

## 13. Prices/payments/default in payment

- 13.1 The prices as published on the website <https://joker.com> at the time of conclusion of the contract apply.
- 13.2 Payments to be made by the customer must be made exclusively by credit card and in advance.
- 13.3 The customer shall be informed of its payment obligation 30 days prior to renewal of the domain. If timely payment is not made by the date of expiry of the relevant contract term, Joker.com is entitled to arrange deletion or the release of the domain. All rights of the customer to the domain shall lapse at the latest 14 days following expiry of the relevant contract term.
- 13.4 If the customer fails to meet its payment obligations despite a reminder setting a deadline, or if the bank handling the credit-card payment or another authorised body notifies or forwards Joker.com a charge-back notification, Joker.com shall be entitled to proceed as per Article 13.3 above.

13.5 If the customer prematurely transfers the domain to another provider/ Registrar, or if the contractual relations are terminated for other reasons for which the customer is responsible, payments already made will not be refunded.

#### 14. Liability

14.1 Joker.com always has unlimited liability for intent and gross negligence.

14.2 If services are provided in return for payment, the liability of Joker.com for slight negligence is excluded – where legally admissible – unless it is a matter of physical injury or harm to health and/or the breach of main contractual obligations or essential accessory contractual duties (so-called cardinal duties). In this case, the amount of liability is limited to the typically foreseeable damages. In all other cases of slight negligence, the liability of Joker.com is limited to the amount corresponding to the remuneration payable or paid by the customer for the service or service period concerned.

For services provided by Joker.com free of charge, liability for slight negligence is limited to EUR 25.00 per individual case, and to EUR 100.00 in aggregate during the current contract term.

14.3 The principles stated in Article 14.2 also apply in cases of tort, unless the application of these principles is excluded by statute in the individual case.

#### 15. Confidentiality/data privacy

15.1 Joker.com processes and stores personal data within the context of the execution of the contract in accordance with the applicable data protection conditions, which are an integral part of these GTBR. The data may be passed on to third parties if they are involved in the execution of the contract. This includes the possibility that data may be placed in freely accessible databases for domain name registration data. The domain holder is hereby informed of this fact. The associated processing is carried out on the basis of Articles 6 I b) - f) of the General Data Protection Regulation (GDPR).

Further information regarding the specific processing and the underlying legal basis can be found in the data privacy policy of Joker.com, which are expressly part of these GTBR.

The customer declares that it holds consent from third parties named in connection with the registration to the collection and forwarding of data. Otherwise, the customer is obliged to obtain the consent in writing and to submit it to Joker.com on request.

15.2 Joker.com is entitled to permanently store the data required for billing in accordance with legal requirements.

- 15.3 Joker.com warrants that it will not use the data collected for any purposes other than those notified to the customer in the context of the domain registration. In particular, the data collected will not be made available to third parties for advertising purposes. The pertinent statutory data-protection provisions also apply.
- 15.4 Joker.com shall take organisational and technical measures that it considers appropriate to protect the data inventories against unauthorised access or publication, alteration or destruction by third parties. It is hereby agreed as an integral part of the contract that no guarantee of absolute data security exists, and consequently will not be declared.
- 15.5 Joker.com is entitled to disclose data of the domain holder or the customer to police or authorized authorities, if appropriate inquiries are available.
- 15.6 The customer has the right to obtain information about the data stored about him at Joker.com.

16. Conclusion of contract/contract term/termination

- 16.1 The contract comes into being upon confirmation of the order by Joker.com by e-mail.
- 16.2 The contract is concluded for the term of the registration desired by the customer, but for a maximum of 10 years. The customer shall have the option of renewing the contract for further maximum periods of 10 years in each case.
- 16.3 If the contract is not renewed, it expires at the end of its term without the need for notice of termination. In this case, there is a risk of immediate loss of the domain.
- 16.4 This does not affect the right of extraordinary termination for good cause. There is good cause in particular if the customer
- intentionally provides Joker.com with information as per Article 10.3 that is inaccurate or unreliable
  - breaches the obligation under Article 10.4 to inform Joker.com without delay of changes to the data stipulated in Article 10.3 and update the data inventory
  - breaches the obligation governed by Article 10.5 to react to requests from Joker.com within the time required
  - continues to breach its obligation under Article 10 even after a reminder setting a deadline
  - gets into default with payment and remains in default even after a reminder setting a deadline.
- 16.5 If the customer involves Joker.com in transferring the domain to Joker.com from a Registrar other than the Registrar appointed, the domain registration

will be automatically renewed by the period prescribed by the customer, however, for a maximum term of 10 years.

16.6 The contractual relations end early at midnight on the day on which the customer has the domain transferred to a Registrar other than Joker.com and transfer has been completed in conformity with the procedure prescribed by Joker.com. This procedure is described in the Joker.com FAQ and represents an integral part of the contract.

## 17. Miscellaneous

17.1 The customer is only entitled to offset or retain against counterclaims arising from the present contractual relations that are undisputed or have been established as being final and non-appealable.

17.2 Joker.com is entitled to appoint third parties to provide the services. This does not involve any increase in costs to the detriment of the customer.

## 18. Place of jurisdiction and place of performance

18.1 The registered office of CSL GmbH is agreed as place of jurisdiction for all disputes arising from use of the domain or the use of the service provided by CSL GmbH, provided that no mandatory statutory provisions governing local jurisdiction exist to the contrary.

18.2 Düsseldorf, Germany, is agreed as place of performance.

## 19. Resellers

19.1 Upon full completion of the prescribed registration procedure in the version applicable at the time of registration, any reseller acting on behalf of the customer has simultaneously declared that it accepts the GTBR, and that it will act in accordance with the relevant contents thereof.

19.2 The reseller undertakes to incorporate the GTBR without limitation into the essential inventory data of the contractual basis between itself and the customer.

19.3 This does not affect the responsibility of the customer for the domain applied for.

19.4 The reseller is obliged to inform the customer of all notifications and procedures in connection with the domain, and to take the necessary measures on behalf of the customer.

- 19.5 Joker.com is entitled to obtain the consent of the customer before carrying out any alteration or supplementation of the domain inventory data.
- 19.6 Any credit balance of a reseller on its dedicated account with Joker.com can be liquidated with a period of notice of four (4) weeks to the end of a month. Notice of termination must be sent by fax stating the bank account, including SWIFT address and IBAN. The credit balance will be transferred back after deduction of any bonus granted and of an administration charge of USD 50.00, provided that the notice of termination satisfies the said preconditions.

20. Concluding provisions

- 20.1 The application of the provisions of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 20.2 Ancillary agreements, amendments and supplements of the GTBR as well as the performance of the contract must be in writing. Waiving the written form is only valid if made in writing. It is agreed that the requirement for the written form is met by sending e-mail messages in protected form and with confirmation of receipt.
- 20.3 Should one or more provisions of the present GTBR be or become invalid or unenforceable wholly or in part, or in the event of omissions in the GTBR, this shall not affect the validity of the other provisions.

In such cases, the contractual parties undertake, each for itself, to replace the invalid, incomplete or unenforceable provision with complete, valid or enforceable provisions that come as close as possible to the specific intent of the contractual parties at the time of concluding the contract.

Düsseldorf, 25 May 2018