

## DNS24 Terms and Conditions

Version 1, 23 October 2012.

These Terms and Conditions is work in progress and subject to change. Updated versions will be published on the DNS24 website.

When these Terms and Conditions change, DNS24 account holders will be notified by email.

**DNS24:** DNS24 is a trademark of ENIDAN Technologies GmbH (henceforth "ENIDAN").

You represent that you are fully able and competent to enter into the terms, conditions, obligations, representations and warranties set forth in these Terms and Conditions. If you are using DNS24 as a representative of a company or legal entity, (i) you represent that you have the authority to enter into this Agreement on behalf of that company or entity, and (ii) you agree that the terms "you" and "your" in this Agreement refers to your company or legal entity.

By registering an account, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information and (d) your use of DNS24 does not violate any applicable law or regulation.

**Usage:** You are free to use DNS24 for anything you want, as long as it does not violate any term of this Agreement.

**Termination:** Any kind of misuse or abuse and any kind of behaviour or use that affects ENIDAN, the operation of DNS24 or other users of DNS24, in a negative way is grounds for immediate termination of your account.

**Password:** When you register a DNS24 account, you will also be asked to choose a password for your account. You are solely responsible for maintaining the confidentiality of your password, and fully responsible for all activities that occur under your account. You agree not to use the account, username or password of another user at any time or to disclose your password to any third party or do anything else that might jeopardize the security of your account.

**Indemnity:** You agree to indemnify, defend, and hold harmless ENIDAN Technologies GmbH, its subsidiaries and affiliates and their

respective officers and employees from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to: (a) any content you submit, post, transmit, or otherwise make available through your use of DNS24; (b) your use or misuse of DNS24; (c) your connection to DNS24; (d) your breach or alleged breach of this agreement; or (e) your violation of any rights (including intellectual property rights) of a third party.

**Applicable legislation:** DNS24 is controlled and operated by ENIDAN Technologies from our offices in Herrliberg, Switzerland. This agreement shall be governed by and construed in accordance with the laws of Switzerland, without giving effect to any principles of conflicts of law. All disputes are to be resolved under the exclusive jurisdiction of the courts of Switzerland.

**Severability:** Should individual terms of this Agreement be ineffective or lose their effectiveness due to later circumstances or should a loophole emerge in this Agreement, the legal effectiveness of the other provisions is not affected.

Herrliberg, October 23, 2012