

► DOMAIN TRUST AGREEMENT

ALL-INKL.COM

Neue Medien Münnich
Hauptstraße 68
02742 Friedersdorf

Note:

Please fill out this form and send it to ALL-INKL.COM
(by post or fax to +49 35872 353-30).

TRUSTEE CONTACT:**Neue Medien Münnich GmbH:**

Managing Director René Münnich
Hauptstraße 68, D-02742 Friedersdorf
Phone: +49 35872 353 10 Fax: +49 35872 353 30

CUSTOMER (PERSON / CONSUMER)

First Name, Last Name

Street, No

Postal code, City

Country

Phone

Fax

e-Mail

CUSTOMER (COMPANY / LEGAL ENTITY)

Name of the company

Legal Representation (First Name, Last Name)

Street, No

Postal code, No

Country

Phone

Fax

e-Mail

PLEASE FILL IN ONLY THE LEFT OR RIGHT COLUMN, AS APPLICABLE

Between the above-mentioned TRUSTEE and the above-mentioned CUSTOMER, the following TRUST AGREEMENT regarding the registration and management of a DOMAIN is concluded, which comes into effect only in writing through mutual signatures on this form. Text form (e.g., unsigned fax or email) does not meet the FORMAL REQUIREMENTS.

1. PURPOSE AND SUBJECT OF THE AGREEMENT

1. The customer is / will become the domain owner of the domain ordered by them via the website www.all-inkl.com at all-inkl.com - Neue Medien Münnich, and is / will be the party materially entitled to the domain. The contractual domain is recorded in the customer interface of the ordering system at all-inkl.com - Neue Medien Münnich.
2. The registration of the domain and the hosting are carried out by the company all-inkl.com - Neue Medien Münnich (hosting provider). If the customer does not reside in Germany, they must designate an administrative contact (Admin-C) based in Germany in accordance with § 3 paragraph 1 of the DENIC domain terms, who must also act as their authorized recipient under §§ 174 ff. ZPO, and who simultaneously serves as their authorized recipient according to § 184 of the Code of Civil Procedure, § 132 of the Code of Criminal Procedure, § 56 paragraph 3 of the Code of Administrative Court Procedure, as well as § 15 of the Administrative Procedures Act and the corresponding provisions of the administrative procedure laws of the federal states. The trustee has the legal authority to submit all declarations to DENIC regarding the registered domain.

3. The trustee is willing to carry out this task from section 1.2 in accordance with the following regulations on behalf of the customer.
4. This trust agreement applies to every .de domain that the customer orders from ALL-INKL.COM – Neue Medien Münnich and that is successfully registered.

2. CUSTOMER'S WARRANTY

1. The customer assures that the domain requested from their hosting provider does not infringe on the rights of third parties (in particular, trademarks, name rights, and copyrights) and does not violate legal prohibitions or good morals.
2. The customer guarantees that, before applying for the domain, they have checked whether the domain infringes the rights of third parties.
3. The customer declares that they are familiar with the current DENIC domain guidelines and the current DENIC domain terms (www.denic.de) and keeps themselves informed about any changes.

3. CUSTOMER'S OBLIGATIONS

1. For the purpose of mutual information, the customer undertakes to keep their contact details provided to the hosting provider and the trustee, in particular their email address, constantly available and immediately reachable. Any changes of address must be reported to the trustee without delay. The email address is the primary means of contact between the parties.
2. The customer undertakes to inform the trustee without delay in text form of all registration-relevant matters concerning the domain, in particular a change of ownership and the threat or initiation of legal measures (e.g., in the case of warnings from third parties).
3. The customer undertakes to respond to inquiries from the trustee regarding the domain registration without delay, but no later than within 24 hours in text form. The period is shortened if shorter deadlines are set by a third party (claimant, court, etc.).
4. The customer undertakes, at the request of the trustee, to provide a sworn statement declaring that they have taken active measures to eliminate the alleged legal violations by third parties in connection with the domain name or the websites to which the domain name relates.

4. TRUSTEE AUTHORIZATION

The customer authorizes the trustee to obtain any information from the hosting provider that is necessary to fulfill this trust assignment, in particular to research personal data regarding address information or contact details.

5. TRUSTEE'S OBLIGATIONS

1. The trustee undertakes to perform the tasks assigned to them as administrative contact towards the registry, third parties, and the customer in a fiduciary manner in the interest of the customer.
2. The trustee will follow the customer's instructions, provided that, after careful review, they are not illegal or contrary to the contractual agreements between the parties.
3. The trustee will not make any decision without prior consultation with the customer, unless the customer is not reachable by the trustee in a timely manner.
4. If decisions can or must be made without consulting the customer, the trustee will make them at their reasonable discretion.
5. The trustee is not obliged to investigate contact options for the customer if their communications to the customer are technically or legally undeliverable.
6. The trustee does not at any time check whether the registration of the domain for its use or the use itself infringes the rights of third parties. They assume no review obligations towards the customer. The same applies to content on websites associated with the registered domain.
7. If the customer cannot be reached via the contact methods provided or does not respond in text form to a request from the trustee within a reasonable period, or fails to fulfill an obligation to remedy legal violations with respect to the trustee, the trustee is entitled to make all necessary decisions, in particular to relinquish the position of Admin-C, release the domain due to actual or alleged legal infringements, or place it under the management of the registry. This applies especially if the customer does not promptly address warnings from third parties to the trustee or notices of legal violations by third parties to the trustee, and if immediate claims against the trustee by the third party cannot be excluded. The trustee will inform the customer of the measures taken without delay in text form.

8. Under no circumstances is the trustee obliged to conduct official or judicial proceedings on behalf of the customer regarding legal infringements in connection with the domain or in connection with content on websites accessible via the domain.

6. SETTLEMENT OF DISPUTES WITH THIRD PARTIES

1. If the trustee, in their capacity as Admin-C, is held liable as a representative of the customer or directly by a third party for alleged legal infringements concerning the domain name or the website accessible via the domain, the customer must declare in text form within the reasonable period set by the trustee whether they will comply with the claims/demands of the third party, in particular whether they agree to any requested release of the domain or whether they wish to defend themselves against the alleged legal infringements. The trustee does not conduct any legal review of the alleged infringement; this is the responsibility of the customer.
2. If the customer agrees to the release of their domain, the trustee will notify the registry of the deletion of the domain and inform the third party/claimant. The contractual relationship between the trustee and the customer ends with this declaration without the need for termination. The trustee informs the customer of this in text form.
3. If the customer does not promptly remedy the legal infringement within the reasonable period set by the trustee, or in the absence of such a period, the trustee is entitled at their discretion to release the domain, place it under the management of the registry ("transit"), or relinquish their position as Admin-C with the registry by declaration in text form to the customer.
4. If the customer declares to the trustee that they wish to defend themselves against the asserted claims, they must provide the trustee within two days with a security deposit, determined by the trustee at a reasonable discretion, sufficient to cover potential claims by the third party – based on the Court Costs Act and the Attorney Remuneration Act – which secures the trustee against any reimbursement claims for the necessary costs of their legal defense, even if the trustee is also claimed by the third party. Furthermore, the customer must inform the trustee within two days whether they intend to defend themselves against the claims – if no mandatory legal representation applies. Otherwise, within the same period, they must appoint a lawyer who will represent the customer vis-à-vis the third party both extrajudicially and in court. Upon first request, the customer must provide the trustee with all documents relating to the dispute.

7. COMPENSATION

A one-time fee of 10 euros, including 19% VAT, is agreed for the services of the trustee.

8. DURATION OF THE TRUST AGREEMENT

1. This trust agreement is concluded for an indefinite period but is inseparably linked to the duration of the domain management by the hosting provider under the corresponding contract with the customer. It ends when the contract for the management of the domain ends, without the need for termination of this trust agreement (due to expiration, change of provider in the "KK procedure" or in the transit procedure, deletion, termination, etc.).
2. The trustee and the customer waive the right to ordinary termination, except as provided in section 9.2. Notwithstanding this, the situations listed in this trust agreement, under which the trustee may relinquish their trustee position with DENIC, remain unaffected.
3. The right to terminate this trust agreement for good cause remains unaffected.
4. Termination must be made in text form.

9. TRANSFER TO ANOTHER TRUSTEE

1. The trustee is entitled to transfer all rights and obligations under this agreement to another trustee and to register this new trustee as the administrative contact with the registry if the customer does not object to the information provided by the trustee about the transfer of the agreement within 14 days.
2. In the notice of the intended transfer of the agreement, the trustee will inform the customer about the identity of the future new trustee, the effective date of the transfer, and the customer's right to object. If the customer objects to the transfer, the trustee is entitled to terminate the trust agreement with 14 days' notice.

10. CUSTOMER LIABILITY / INDEMNIFICATION

1. The customer shall indemnify the trustee against all necessary expenses, costs, and damages/disadvantages arising from claims made by third parties—whether justified or unjustified, extrajudicially or judicially—related to the domain registration, where the trustee is held liable alongside the domain owner or alone. This obligation applies regardless of whether the customer caused the third party's claim.
2. The trustee undertakes, in return for reimbursement of necessary expenses or costs, to assign any claims against third parties acting without justification to the customer, so that the customer can hold themselves harmless against the third party.

11. FORMAL REQUIREMENTS

1. All amendments and additions to contractual agreements must be recorded in writing for evidentiary purposes.
2. For the purposes of this trust agreement, "text form" means a declaration made in a manner suitable for permanent reproduction with written characters (e.g., fax, even without a signature, or email, even without the attachment of a qualified electronic signature).

12. APPLICABLE LAW

The contractual relationship between the parties is governed by the substantive law of the Federal Republic of Germany, excluding international private law.

13. PLACE OF PERFORMANCE, JURISDICTION

1. The place of performance for all contractual obligations under this agreement and the jurisdiction for all disputes arising from this agreement is agreed to be the trustee's registered office. For foreign contractual partners, the jurisdiction agreement applies exclusively, without prejudice to the provisions of Art. 22 of Regulation (EC) No. 44/2001 of 22.12.2000.
2. The preceding paragraph applies only insofar as the customer is a merchant, a legal entity under public law, or a public special fund.

14. NON-REFERENCING, INVALIDITY

1. Should individual provisions of this trust agreement be or become wholly or partially invalid, the validity of the remaining provisions shall not be affected.
2. The legal consequences in the event of non-inclusion or (partial) invalidity shall be governed by statutory provisions. If these statutory provisions do not provide any regulation, a wholly or partially invalid provision shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.

Friedersdorf, dated

X

Place, Date

Neue Medien Münnich GmbH (Trustee)

X

Customer's Signature