

Contractual Provisions for the Security Lock Service as stipulated by nic.at GmbH (abbreviated nic.at) SL-ContractualProvisions/Version 1.0, January 18, 2016

Note: For the sake of readability, gender-neutral language is not used in this document. All references to persons are intended to apply equally to both genders.

These contractual provisions shall apply to any and all services provided by nic.at in connection with the Security Lock service for its clients, even if no specific reference is made hereto. The current version of the Contractual Provisions for the Security Lock Service applicable to the contractual relationship with the Client is available at www.nic.at/securitylock-contract.

These contractual provisions are subject to change by nic.at at any time; such changes will also apply to existing contractual relationships. The current version is available on the nic.at website (or will be sent at the Client's request). Changes in these contractual provisions vis-à-vis consumers shall be permissible if the change is considered reasonable with regard to the consumer, in particular where such changes are minor and are objectively justified. Consumers have the right to raise objections, in writing, to changes in the contractual provisions within one month after receiving notification of such changes; otherwise the modified contractual provisions will be considered to have been accepted by the consumer. Prior to the start of the period in which explicit objections can be raised, nic.at will inform the consumer separately about his/her right to raise objections as well as the legal consequences of refraining from such objections.

nic.at can be reached by e-mail at service@nic.at, by telephone at +43 662 4669-850, or by conventional mail at Jakob-Haringer-Straße 8/V, A-5020 Salzburg, Austria. Further information can be found on nic.at's website at www.nic.at.

1 Definitions, description of services and subject matter

1.1 Definitions

- Security Lock service: This service affords the domain holder greater security for domains by providing special protection from unauthorized and/or inadvertent changes to the domain through an additional security function.
- Credential: Proof of authorization for all transactions requested for a Security Lock domain (hereinafter referred to as an "SL domain").

1.2 Description of services

The Security Lock service can be used only by the domain holder, i.e. the natural or legal person who holds all of the rights and obligations associated with a domain vis-à-vis nic.at. In addition, the domain must already be registered with nic.at, that is, under the top-level domain ".at" or the second-level domain ".co.at" or ".or.at". This additional security function ensures that all transactions requested for an SL domain (cf. Sections 3.5. to 3.7. of nic.at's General Terms and Conditions, available at www.nic.at/terms) require an additional authorization prior to execution in accordance with the procedure defined by nic.at.

1.3 Subject matter

nic.at and the Client hereby agree that nic.at will equip the domain(s) to be named by the Client with the Security Lock service for the duration of this Agreement. Security Lock implements the functions described in Section 1.2. (last sentence) of these contractual provisions; therefore, the Client explicitly acknowledges that the service and the associated processes may result in delays in transactions requested by the Client.

2 Administrative process

2.1 Request for the Security Lock service

In principle, requests for the Security Lock service can only be submitted by the domain holder and only using the forms made available by nic.at (see www.nic.at/en/securitylock). A request is only considered to have been submitted once it has been completed in its entirety and accurately, and once all documents required on each form (which are needed to verify the identity of the party requesting the service and to verify the domain holder with complete certainty, among other purposes) have been submitted to nic.at. In addition, the party requesting the service is to adhere to the procedure required by nic.at (see www.nic.at/en/securitylock), which is necessary in order to be able to authorize all requested transactions for an SL domain before their actual execution by means of the domain holder's credential.

2.2 Activation of the Security Lock service

In cases where a valid request is submitted and accepted by nic.at, nic.at will activate the Security Lock service for the domain and issue an invoice for the service fee.

nic.at expressly reserves the right to activate the Security Lock service only once the fee has been received. The contractual relationship is established upon activation of the Security Lock service. The day and month of the activation will be defined as the annually recurring start date on which each additional Security Lock service period begins. The service period start date for the domain (cf. Section 3.4. of nic.at's General Terms and Conditions, available at www.nic.at/terms) and the start date for the Security Lock service may therefore differ.

2.3 Information for consumers

Under the provisions of the Austrian Federal Act on Distance and Off-Premises Transactions (FAGG), the consumer may rescind a service contract concluded by way of a distance transaction within fourteen business days from the date on which the contract is concluded. In order to effect rescission within the specified period, it is sufficient if the consumer sends a notification exercising his/her right of rescission before the end of the fourteen-day period. Notifications of rescission are not subject to any specific formal requirements. In order for the consumer to exercise his/her right of rescission, s/he must notify nic.at of the rescission by sending an unequivocal declaration in writing (e.g. by conventional mail, fax or e-mail) as well as his/her credential. A sample rescission form is available at www.nic.at/en/securitylock.

2.4 Special obligations of the Client

The Client shall be obliged to take all necessary measures in order to prevent unauthorized access to and use of the credential by third parties.

In this context, as the reachability (and thus the accuracy of contact data) of the Client is especially important for the Security Lock service, special reference is made to Section 1.3. (second paragraph) of nic.at's General Terms and Conditions (see www.nic.at/terms), which specifically require that the domain holder's data (including his/her e-mail address) is to be kept up to date at all times. Notifications from nic.at, especially invoices and other information as well as information relevant to contracts, shall be deemed to have been delivered as soon as they have been sent to the contact address (postal address, e-mail address) last specified by the domain holder.

2.5 Invoices, prices and due dates

As a rule, invoices for the Security Lock service will be delivered to the Client. In addition, it is possible for a third party to issue his/her explicit consent to pay for the Security Lock service when the service is requested (cf. Section 2.1. of these contractual provisions), meaning that the third party will serve as the invoice recipient for the service and all invoices will be delivered to that party. In any case, the Client shall remain liable for payment of the domain fee. The Client and any third party named as invoice recipient consent to the issuance and submission of invoices in electronic form in accordance with the relevant provisions of Austrian law. The invoice amount is to be settled in its entirety and free of any additional charges to nic.at.

The current fees for the Security Lock service can be found at www.nic.at/en/securitylock. In the first year in which the Client uses the service, the fee for Security Lock shall be due within 14 days after presentation of the invoice. The subsequent annual fees will be due no later than the cutoff date specified for the Security Lock service. In cases where invoice amounts due are not paid in full by the Client or a third party, nic.at shall have the right to terminate the service immediately and to deactivate the Security Lock service. In the case of price increases which nic.at announces to the Client by e-mail at least 14 days before they take effect, the Client shall have the right to terminate the contract with immediate effect at any time up to and including the last day before the price increase takes effect.

Offsetting nic.at's claims against unpaid claims on nic.at and withholding payments due to alleged defects not recognized as such by nic.at shall not be permitted, except in the case of consumer transactions as defined in the Austrian Consumer Protection Act (KSchG).

2.6 Authorization of requested transactions

In cases where a transaction (cf. Section 1.2. of these contractual provisions) is requested for an SL domain, nic.at will inform the Client of the transaction request prior to execution by dispatching a message to the e-mail address most recently indicated to nic.at. In order for a transaction involving an SL domain to be executed, it must be authorized prior to execution in accordance with the current requirements defined by nic.at (see www.nic.at/en/securitylock), on the basis of the Client's credential. If the transaction is authorized, the requested transaction will be executed by nic.at in a timely manner.

Messages from the invoice recipient named for the domain (cf. Section 3.3. of nic.at's General Terms and Conditions, available at www.nic.at/terms) indicating that the party in question will no longer serve as the invoice recipient will be executed at all times and do not require additional authorization by the Client.

In the case of a domain transfer (change of domain holder; cf. Section 3.6. of nic.at's General Terms and Conditions, available at www.nic.at/terms) where the domain is equipped with the Security Lock service, the Client is obliged to ensure that the change of domain holder can be carried out. For example, the Client may do so by handing the appropriate credential over to the future domain holder or by authorizing the domain transfer transaction. In cases of misuse/abuse of the Security Lock service, nic.at shall have the right to execute requested transactions without additional authorization by the Client in exceptional cases. Once a change of domain holder has been executed, the Security Lock service will be deactivated for that domain in any case.

2.7 Recovery process

Should the Client require a new credential for the Security Lock service, the Client can request a new credential in accordance with the current requirements defined by nic.at (see www.nic.at/en/faq/securitylock); the process of requesting the Security Lock service described in Section 2.1. of these contractual provisions shall apply analogously.

2.8 Duration of contract and cancellation of the Security Lock service

The contract shall be concluded for an indefinite period of time.

The Client can cancel the Security Lock service at any time, at the latest one day prior to the start of a new service period, by notifying nic.at and indicating the Client's credential using the forms provided by nic.at (see www.nic.at/en/securitylock). The cancellation will become effective immediately or, if explicitly specified by the domain holder in the cancellation notice, upon expiration of the current service period.

In cases where the cancellation takes effect before the expiration of the current service period, the domain holder shall not have the right to reimbursement for the remaining part of the service period. However, if the use of the Security Lock service qualifies as a consumer transaction as defined in the Austrian Consumer Protection Act (KSchG), from the second year of service onward nic.at will reimburse the domain holder half of the previously paid annual fee in the case of a cancellation within the first six months of the current service period.

2.9 Deactivation of the Security Lock service – extraordinary termination

The Security Lock service can be deactivated by nic.at immediately for important reasons, in particular under the following circumstances:

- Termination of the SL domain registration by the domain holder or revocation of the delegation by nic.at (cf. Sections 3.7. and 3.8. of nic.at's General Terms and Conditions, available at www.nic.at/terms);
- Change of the SL domain holder (cf. Section 3.6. of nic.at's General Terms and Conditions, available at www.nic.at/terms);
- Failure to pay fees due in accordance with Section 2.5. of these contractual provisions.

3 Liability and miscellaneous provisions

3.1 Limitation of liability

nic.at shall not be held liable for damage resulting from negligent actions on the part of nic.at (with the exception of personal damage). nic.at's liability for grossly negligent actions or willful conduct is limited to ten times the amount of the annual fee in each case; liability for loss of profit, loss of savings, etc. is excluded in any case. These limitations of liability do not apply to consumers as defined in the Austrian Consumer Protection Act (KSchG).

3.2 Choice of law and jurisdiction

The contractual relationship between nic.at and the Client shall be governed by Austrian law with explicit exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the principles regarding conflicts of law under international private law.

Any and all disputes arising from this agreement will be subject to the jurisdiction of the Vienna Commercial Court, or the Vienna District Commercial Court for district court proceedings. Where the contractual relationship is based on a consumer transaction as defined in the Austrian Consumer Protection Act (KSchG), any suits against the consumer are to be filed with the court with general jurisdiction over the consumer. In the case of legal action against nic.at, the consumer may also file suit at nic.at's place of establishment (Salzburg, Austria).