

## Contractual Provisions for the Security Lock Service

as stipulated by nic.at GmbH (nic.at) SL-ContractualProvisions/Version 2.0, April 26, 2021

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 apply to any and all services provided by nic.at to its clients in connection with the Security Lock service, even if no specific reference is made to these Provisions. The current version of the Contractual Provisions for the Security Lock service, as applicable to the contractual relationship with the Client, is available at [www.nic.at/securitylock-contract](http://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 to the Client on request). Changes in these Contractual Provisions vis-à-vis consumers will 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 of 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 their right to raise objections as well as the legal consequences of refraining from such objections.

nic.at can be contacted by e-mail at [service@nic.at](mailto:service@nic.at), by telephone at +43 662 4669-840, or by post at Jakob-Haringer-Strasse 8/V, A-5020 Salzburg, Austria. Further information can be found on nic.at's website at [www.nic.at](http://www.nic.at).

## 1 Definitions, description of services and subject matter

### 1.1 Definitions

- **Security Lock service:** This service gives the domain holder greater security for domains, by providing special protection against unauthorized and/or inadvertent changes to the domain by means of an additional security function.
- **Security Lock domain (SL domain):** A domain for which the Security Lock service has been activated.

### 1.2 Description of services

The Security Lock service can only be used by the domain holder, i.e. the natural or legal person who holds all of the rights and obligations vis-à-vis nic.at associated with a domain. In addition, the domain must already be registered with nic.at, i.e. under the top-level domain ".at" or the second-level domain ".co.at" or ".or.at". The effect of this additional security function is that all transactions requested for an SL domain (see sections 3.5.-3.7. of nic.at's General Terms and Conditions [GTC], available at [www.nic.at/en/terms](http://www.nic.at/en/terms)) must be authorized using the procedure specified by nic.at before they are executed.

### 1.3 Subject matter

nic.at and the Client hereby agree that nic.at will activate the Security Lock service for one or more domains, to be named by the Client, for the duration of this contract. Security Lock implements the functions described in clause 1.2. (final 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

Requests for the Security Lock service for domains without a registrar that are administered by nic.at must be submitted to nic.at directly, in accordance with the applicable requirements (see [www.nic.at/en/securitylock](http://www.nic.at/en/securitylock)). Requests for the service in relation to domains administered by a registrar in accordance with section 3.9. of nic.at's GTC ([www.nic.at/en/terms](http://www.nic.at/en/terms)) must be made through the registrar concerned. A request is only considered to have been submitted once it has been completed accurately and in full, and submitted to nic.at together with all the necessary documents. The party submitting the request must follow the procedure specified by nic.at (see [www.nic.at/en/securitylock](http://www.nic.at/en/securitylock)). When submitting the request, nic.at must be provided with an e-mail address, with which all transactions subsequently requested must be authorized before they are executed, in accordance with clause 2.6. of these Contractual Provisions. If the party submitting the request provides an e-mail address that does not match that of the domain holder, a third party may authorize the transaction instead of the domain holder. Consequently, the party submitting the request is responsible for providing the e-mail address for authorization, and this party will indemnify and hold harmless nic.at for any damages arising in this regard.

## 2.2 Activation of the Security Lock service

When a valid request has been submitted and nic.at has accepted it, 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 when the Security Lock service is activated. The Security Lock service will be invoiced in the first year – where necessary on a pro rata basis – for the period until the next cutoff date for the domain, on which the new service period begins. From the second year onwards, invoicing will take place in accordance with clause 2.5 of these Contractual Provisions, in line with the recurring annual cutoff date for the domain (see section 3.2.1 of nic.at's GTC – [www.nic.at/en/terms](http://www.nic.at/en/terms)).

## 2.3 Information for consumers

Under the Austrian *Fern- und Auswärtsgeschäfte-Gesetz* (Online and Distance Selling Act), consumers may rescind a service contract concluded by way of a distance transaction within fourteen business days of 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 to exercise their right of rescission, consumers must notify nic.at of the rescission by sending an unequivocal declaration in writing (e.g. by post, fax or e-mail). A sample rescission form is available at [www.nic.at/en/securitylock](http://www.nic.at/en/securitylock).

## 2.4 Special obligations of the party submitting a request for the Security Lock service

The party submitting a request for the Security Lock service is obliged to ensure that the e-mail address for authorization of transactions, which must be provided in accordance with clause 2.1 of these Contractual Provisions, is that of a trustworthy contact person who is entitled to authorize transactions related to the domain. Under nic.at's applicable requirements (see [www.nic.at/en/securitylock](http://www.nic.at/en/securitylock)), the e-mail address must be updated immediately in the event of any changes.

In this regard, as it is especially important for provision of the Security Lock service that the Client can be contacted, and therefore that the Client's contact details are correct, reference is made to section 1.3. (second paragraph) of nic.at's GTC (see [www.nic.at/en/terms](http://www.nic.at/en/terms)), which specifically requires that the domain holder's details (including the e-mail address) are kept up to date at all times. Notifications from nic.at, in particular invoices and other information, as well as contract-related notifications, are deemed to have been delivered as soon as they have been sent to the last known contact address (postal address, e-mail address).

## 2.5 Invoices, prices and due dates

Invoices for the Security Lock service are usually issued to the registered invoice recipient for the domain in question (see section 3.3. of nic.at's GTC – [www.nic.at/en/terms](http://www.nic.at/en/terms)); in the case of non-payment by the registered recipient, the invoice will be sent to the domain holder. In any event, the domain holder is liable for payment for the domain. The domain holder, the registrar and any third party registered as the invoice recipient consent to the issuance and submission of invoices in electronic form in accordance with the relevant Austrian statutory provisions. The invoice amount must be paid in full 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](http://www.nic.at/en/securitylock). In the first year in which the service is used, the fee for Security Lock is payable within 14 days of submission of the invoice. The subsequent annual fees will be payable no later than the cutoff date for the domain concerned. If invoice amounts are not paid in full by the domain holder or a third party, nic.at will have the right to terminate the service immediately and deactivate the Security Lock service. In the case of price increases of which nic.at notifies the Client by e-mail at least 14 days before they take effect, the Client is entitled to terminate the contract with immediate effect at any time, up to and including the last day before the price increase takes effect.

Offsetting arrears payable to nic.at and outstanding claims against nic.at, and withholding payments due to alleged defects not recognized as such by nic.at is not permitted, except in the case of consumer transactions in the meaning of the Austrian *Konsumentenschutzgesetz* (Consumer Protection Act).

## 2.6 Authorization of requested transactions

If a transaction is requested for an SL domain, the Client will be informed of the requested transaction prior to its execution via the e-mail address provided to nic.at when the Security Lock service was requested (see clause 2.1 of these Contractual Provisions), or, if a new e-mail address has subsequently been provided, via the updated address (see clause 2.4 of these Contractual Provisions). Transactions involving an SL domain must be authorized prior to execution in accordance with the current requirements specified by nic.at (see [www.nic.at/en/securitylock](http://www.nic.at/en/securitylock)). If the requested transaction is authorized, it will be executed promptly by nic.at.

Notifications from the specified invoice recipient for the domain (see section 3.3. of nic.at's GTC – [www.nic.at/en/terms](http://www.nic.at/en/terms)) indicating that the party in question is no longer the invoice recipient will be executed at all times and do not require additional authorization by the Client.

If a change of registrar is planned for a domain for which the Security Lock service has been activated (see section 3.9 of nic.at's GTC – [www.nic.at/en/terms](http://www.nic.at/en/terms)), the service must be terminated before the application for the registrar transfer is submitted (see clause 2.7. of these Contractual Provisions). If the service is still required, a new request must be submitted after the registrar transfer has been completed.

In the case of the transfer of a domain name to a new domain holder (change of domain holder – see section 3.6. of nic.at's GTC, available at [www.nic.at/en/terms](http://www.nic.at/en/terms)) where the Security Lock service has been activated for the domain in question, the Client is obliged to ensure that the change of domain holder can be carried out. This is done by authorizing the transaction to effect the change of domain holder via the e-mail address provided for the purpose of authorizing transactions. Once a change of domain holder has been completed, the Security Lock service will in any case be deactivated for the domain concerned.

Where there are significant grounds, or in cases of misuse/abuse of the Security Lock service, nic.at is entitled in such exceptional cases to execute requested transactions without additional authorization by the Client.

## 2.7 Term of the contract and termination of the Security Lock service

The contract will be concluded for an indefinite period.

The Client can terminate the Security Lock service at any time, at the latest one day before the start of a new service period. In addition, in the case of SL domains administered by a registrar in accordance with section 3.9. of nic.at's GTC ([www.nic.at/en/terms](http://www.nic.at/en/terms)), the registrar must terminate the Security Lock service. With regard to SL domains without a registrar that are administered by nic.at, the Security Lock service must be terminated by contacting nic.at directly in accordance with the applicable requirements (see [www.nic.at/en/securitylock](http://www.nic.at/en/securitylock)). Termination will become effective immediately or, if explicitly requested by the domain holder in the termination notice, when the current service period expires.

In cases where termination takes effect before the expiry of a service period, the domain holder is not entitled to reimbursement of fees for the remainder of the service period in question. However, if use of the Security Lock service represents a consumer transaction in the meaning of the Austrian Consumer Protection Act, from the second year of service onwards, in the case of termination within the first six months of a particular service period, nic.at will reimburse the domain holder half of the annual fee paid.

## 2.8 Deactivation of the Security Lock service – extraordinary termination

The Security Lock service can be deactivated by nic.at immediately on significant grounds, in particular under the following circumstances:

- Termination of the SL domain registration by the domain holder or revocation of the delegation by nic.at (see sections 3.7. and 3.8. of nic.at's GTC – [www.nic.at/en/terms](http://www.nic.at/en/terms))
- Change of the SL domain holder (see section 3.6. of nic.at's GTC – [www.nic.at/en/terms](http://www.nic.at/en/terms))
- Failure to pay fees due in accordance with clause 2.5. of these Contractual Provisions

## 3 Liability and miscellaneous provisions

### 3.1 Limitation of liability

nic.at assumes no liability for damages resulting from minor negligence on its part (with the exception of personal injury). nic.at's liability for intentional or grossly negligent behavior 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 in the meaning of the Austrian Consumer Protection Act.

### 3.2 Applicable law and jurisdiction

The contractual relationship between nic.at and the Client is governed by Austrian law; the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules of international private law are excluded.

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