This English translation of our Framework Contract is provided solely on an informational basis. The German version, which is available HERE is solely legally binding for any contract with united-domains Reselling.

Framework Contract

between

united-domains Reselling GmbH, Gautinger Str. 10, D-82319 Starnberg
Phone no.: (+49) 8151 / 36867-30 Fax no.: (+49) 8151 / 36867-39
URL: http://www.ud-reselling.com Email: info@ud-reselling.com

- hereinafter referred to as udR -

and the

Registrar Service Provider (RSP)

Company:

Authorised representative:

Street:

Country/postal code/place:

Phone:

Fax:

Email:

URL:

- hereinafter referred to as the RSP -

1 Subject Matter of the Contract

1.1 The RSP is a reseller of domain names.

1.2 The RSP intends to use the services of udR for itself and/or for its customers.

1.3 In particular, the RSP is not a consumer.

1.4 For this purpose, udR provides a platform to the RSP, which it can use to order and administer domain registrations independently and on its own responsibility.

1.5 In addition, a separate contract between udR and the RSP on the basis of this framework contract is concluded for the relevant domain registration.

2 Fundamentals and Integral Parts of the Contract

2.1 The General Terms and Conditions of udR shall apply (http://www.ud-reselling.com/agb/).

2.2 In order to be able to use services under this contract for the registration of domains, a prerequisite is to previously conclude a relevant Appendix for the relevant so-called top-level domain.

2.3 Assignment of domain names under the various top-level domains is effected subject to the relevant registration conditions of the individual registries and registrars.

a) These registration conditions for the relevant top-level domain become explicitly an integral part of this framework contract and of each individual contract for a registration of a sub-level domain under the top-level domain.

b) The RSP undertakes to pass these registration conditions on bindingly to its customers. For each case of a violation of this obligation to pass them on and/or the RSP's own violation of the registration conditions, the RSP undertakes to pay to udR a contractual penalty of € 500.00 (in words: five-hundred Euro), under exclusion of the plea of continuation of offence.

c) The places where the relevant up-to-date versions of these registration conditions can be inspected are indicated by udR in the relevant appendices to this framework contract by stating the relevant links. The RSP is herewith informed that these links must be checked regularly, since the central registries may announce binding changes to these conditions on the destination pages of these links.

Even single violations of these conditions may also have the result that the affected domain names are not registered, not transferred or transferred or deleted against the will or without the will of the relevant owner.

3 Implementation of the Contract

3.1 The RSP receives from udR personal access data, including a password, for the platform. All declarations made using this password vis-à-vis udR are deemed to be effective for and against the RSP. RSP bears the risk of unauthorised use and/or misuse of the password.

3.2 Domain update/registration requests as well as maintenance and administration, including transfers and deletions of domain names, must be made by the RSP exclusively electronically using the password on its own responsibility.

3.3 udR is entitled but not obliged to lock the RSP's access as soon as udR thinks that there are signs justifying the assumption that there was unauthorised use of the access or use thereof violating the contractual arrangements.

3.4 In the event of compound orders, the RSP shall also accept partial deliveries or partial services.

3.5 Domain name administration - in particular registrations, renewals and transfers - will only be provided if the RSP has sufficient funds on an account with udR (see also no. 6.2).

3.6 All declarations of udR may be sent electronically to the RSP using its email address specified above. udR is not obliged to use other methods if communication with the RSP via email has failed. This does not apply insofar as another form is required explicitly in a provision of the General Terms and Conditions applicable to this contract or by law.

3.7 With regard to domain transactions that require a written declaration of consent of the domain owner and/or administrative contact (admin-c) of the relevant domain, the RSP undertakes to ensure storage and immediate availability of these documents and will furnish them on first request directly to the central registry and other organisations involved in the transaction process. udR offers the RSP only the possibility of using the registration system and, in particular, has no responsibility that the declarations of the owner and/or the administrative contact of a domain, which are necessary for various domain transactions, can be procured and furnished by udR.

3.8 RSP is prohibited from displaying the ICANN or ICANN-Accredited Registrar logo, or from otherwise representing itself as accredited by ICANN unless it has written permission from ICANN to do so.

4 Warranty/Server Availability

4.1 udR guarantees the availability of its internet web servers generally 7 days a week and 52 weeks a year and a yearly average availability of 97% in total. This total amount does not include any periods in which individual or all web servers are not accessible via the internet due to technical or other problems that are not under the control of udR - in particular force majeure and/or fault of third parties, etc. In addition, not included are periods of previously announced maintenance work to a reasonable extent.

4.2 Since the sub-area of the udR platform, which area is made available to the RSP for independent operation, can be used by the RSP on its own responsibility and is accessed directly be the RSP (in particular, since the RSP may connect additional sub-resellers to it - if contractually agreed - without the consent of udR), the damaged party must give proof in the event of damage that possible non-availability of udR's servers is based on a server failure for which udR is responsible.

5 Term

5.1 This framework contract becomes effective upon dispatch of the access data by udR to the RSP and is concluded for an unspecified period.

5.2 Both parties may terminate this contractual relationship without indicating any reasons with a period of notice of 3 months.

5.3 The right to extraordinary termination shall not be affected.

5.4 In addition, the regulations concerning the term of the relevant contracts for the individual registered domain names shall explicitly not be affected as well.

5.5 If the framework contract is terminated, this is deemed, in the case of doubt, simultaneously as ordinary termination of all domain names registered via the access of the RSP.

5.6 If the framework contract is terminated, udR is entitled, from the effective date of termination, to stop any renewals of the relevant domain names and, therefore, to release or to delete any domain names to be renewed.

6 Prices/Accounting/Usage Fee

6.1 The prices stated in the most recent price list apply (http://www.ud-reselling.com/preise/).

6.2 The RSP shall always ensure that sufficient funds are available on its account with udR in order to cover the contractually owed fee for the new registrations ordered, the domain name to be renewed and other services (registration account).

7   Transfer Clause/Non-exclusiveness

The RSP is not obliged to order its domain names exclusively via udR (non-exclusiveness).

(Place/date, stamp, signature of the authorised representative

Please return the fully completed and signed framework contract by fax to:
(+49) (0)8151 / 3 68 67 39

Version of March 2013