

Terms of Service - WEB-SET Interactive GmbH

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION

WEB-SET interactive GmbH, a swiss registered company, defined as ("WEB-SET") provides this Web site located at www.web-set.com (this "Site"), and the wholesale domain name registration service and other products and services offered on the Site (collectively, the "Service") subject to your compliance with the terms and conditions set forth below ("Terms of Use"). Please read the Terms of Use carefully because it constitutes a legally binding contract between you and WEB-SET and governs your use of this Site. BY USING THIS SITE YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE AND THE ASSOCIATED POLICIES OF THIS SITE. IF YOU DO NOT AGREE, YOU MAY NOT USE THIS SITE.

1. USE OF THE SITE AND SERVICE

As a condition of your use of the Site and Service, you warrant to WEB-SET that you will not use the Site and Service for any purpose that is unlawful or prohibited by these Terms of Use. WEB-SET expressly prohibits any unauthorized commercial use of the Site and Service. You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your account or password. WEB-SET has no obligation to monitor the Service or any user's use thereof or retain the content of any user session. However, WEB-SET reserves the right at all times to monitor, review, retain and/or disclose any information as it deems necessary, in its sole discretion, to satisfy any applicable law, regulation, legal process or governmental request or as consistent with its Privacy Policy.

2. INTELLECTUAL PROPERTY

The WEB-SET name and logo are trademarks and service marks of WEB-SET. All other trademarks, service marks and logos used on this Site are the property of their respective owners.

3. WEB-SET POLICIES

You acknowledge and understand that by accepting the Terms of Use, you agree to be bound by any pertinent rules, policies or agreements that have been or in the future may be adopted by WEB-SET (the "WEB-SET Policies") and which are or in the future may be posted on this Site.

4. ACCURATE INFORMATION

As a condition of your use of the Service and the Site, you agree to: (a) provide current, complete and accurate information where required on the Site; and (b) maintain and update this information as needed to keep it current, complete and accurate.

5. PRIVACY POLICY

You agree that WEB-SET shall have the right to use any information collected from you or provided by you in accordance with the WEB-SET Privacy Policy located at <http://www.WEB-SET.com/policies/PrivacyPolicy.shtml>. You understand that WEB-SET cannot guarantee or ensure the privacy of the users of the Service or the Site.

6. THIRD PARTIES

You understand that WEB-SET may permit third party product and service providers ("Third Party Vendors") to advertise or offer their products and services on this Site ("Third Party Products") or have links to their own Web

sites ("Linked Sites"), in order to facilitate the provision of Third Party Products to you. However, you acknowledge and agree that at no time is WEB-SET making any representations or warranties regarding any Third Party Products, nor will WEB-SET be liable to you or any third party for any claims arising from or in connection with such Third Party Products. You also understand and agree that the Linked Sites are not under the control of WEB-SET and WEB-SET is not responsible for the contents of any Linked Site or any link contained in a Linked Site, or any changes or updates to such Linked Sites. WEB-SET is not responsible for webcasting or any other form of transmission received from any Linked Site. WEB-SET is providing these links to Linked Sites to you only as a convenience, and the inclusion of any link does not imply endorsement by WEB-SET of the Linked Site.

7. LIMITATION OF LIABILITY

You specifically agree that WEB-SET and their officers, directors, shareholders, licensors, related companies, employees, agents, subcontractors and attorneys (collectively, "Related Parties") shall not be liable for losses or liabilities arising in connection with your use of this Site or the Service. WITHOUT LIMITING THE FOREGOING TO THE MAXIMUM EXTENT PERMITTED BY LAW, WEB-SET AND ITS RELATED PARTIES SHALL NOT BE LIABLE TO YOU, YOUR EMPLOYEES, OFFICERS, SHAREHOLDERS, YOUR BUSINESS, RELATED COMPANIES OR INDIVIDUALS AND AGENTS, AS APPLICABLE, FOR ANY ACTUAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES ARISING OUT OF OR RELATING IN ANY WAY TO THIS SITE, THE TERMS OF USE OR THE SERVICE, OR INFORMATION CONTAINED WITHIN THIS SITE, WHETHER FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) AND IRRESPECTIVE OF WHETHER YOU HAVE ADVISED WEB-SET OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

8. INDEMNIFICATION

You agree to release, indemnify, defend and hold WEB-SET and their Related Parties harmless from any liabilities, claims, demands, losses, costs and expenses, or damages, including attorneys' fees, asserted by any third party ("Claims") due to or arising out of your use of or conduct on this Site or the Service. Without limiting the generality of the foregoing, you specifically agree to release, indemnify, defend and hold WEB-SET and their Related Parties harmless from any Claims due to or arising out of your use of the Site, indication of interest, registration or attempted registration of any domain name.

9. NO WARRANTIES

THE SERVICE AND THIS SITE, INCLUDING ANY SOFTWARE, CONTENT OR INFORMATION CONTAINED WITHIN IT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, TITLE AND NON-INFRINGEMENT. IN PARTICULAR, BUT WITHOUT LIMITATION, WEB-SET DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE,

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THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WEB-SET DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS SITE, IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. YOU UNDERSTAND AND AGREE THAT YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THIS SITE AND THE SERVICE, INCLUDING, BUT NOT LIMITED, USE THAT RESULTS IN DAMAGE TO YOUR COMPUTER OR LOSS OF DATA.

10. MODIFICATIONS

You acknowledge that the domain name system and the practice of registering and administering domain names are evolving, and therefore, you agree that WEB-SET shall have the right, in its sole discretion, to modify the WEB-SET Policies from time to time. Any such modification shall be binding and effective immediately upon posting of the modified WEB-SET Policies on this Site. You agree to periodically review this Site to be aware of any such modifications. WEB-SET reserves the right to withdraw, suspend or discontinue, in its sole discretion, any functionality or features in this Site, including the cessation of all activities and services associated with this Site.

11. Copyright Information and Infringement

The Site and the content within the Site are the property of WEB-SET and are protected by Swiss copyright laws and international treaty provisions. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our Notice and Procedures for Making Claims of Copyright Infringement below.

If you believe that you hold a claim of copyright infringement against WEB-SET submit notice of your claim to the following address:

Service Provider:
WEB-SET interactive GmbH

Address:
WEB-SET, Baarerstr. 79, Postfach 738, CH-6301 Zug

E-Mail:
info@web-set.com

12. GENERAL PROVISIONS

a. No Relationship Created.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and WEB-SET as a result of the Terms of Use or your use of the Service.

b. Compliance with Laws.

WEB-SET' performance of the Terms of Use is subject to existing laws and legal process, and nothing contained in the Terms of Use is in derogation of WEB-SET' right or obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by WEB-SET with respect to such use.

c. Severability.

If any part of the Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect. If no enforceable provision can be substituted, then that provision shall be deemed severable from the Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

d. Electronic Form.

A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

e. Governing Law; Jurisdiction.

The parties agree that the Terms of Use is made and performed in Kanton of Zug, 6301 Zug (Switzerland). The Terms of Use shall be governed by the Swiss laws. The parties agree that jurisdiction and venue for any matter arising out of or pertaining to the Terms of Use shall be proper only in the state and federal courts located in Zug, Switzerland.

Terms of Service of WEB-SET Interactive GmbH,
Zug, Switzerland

Date: 14.09.2011