

## GENERAL CONTRACT CONDITIONS for the Members of the Unidomain LTD

### 1. Subject of the contractual legal relationship

1.1. In accordance with the provisions and conditions of the present agreement the Member is entitled to use the services of the Unidomain LTD and to resell the www.uniondomain.eu system that is operated by the Unidomain LTD for further potential Members. The Member is liable to perform and exercise his/her rights and liabilities with the due diligence, to act towards third parties in good faith during the use of the www.uniondomain.eu system.

1.2. In accordance with the provisions and conditions of the present agreement the Member is entitled to sell domain names through the www.uniondomain.eu system of the Unidomain Ltd.

### 2. Contracting parties

2.1. The Unidomain LTD and the Member, as the contracting parties of the present agreement, are legally and financially independent market operators.

2.2. In case of a natural person, only a person of full age and of legal capacity can be a Member; the Member is liable to prove his/her age of legal maturity when signing the present agreement and declares that he/she is not under guardianship that excludes or restricts his/her legal capacity.

2.3. The Member declares that the data in the present agreement that are delivered by him/her are true and correct, in addition, he/she did not suppress any facts, data or pieces of information that could influence the conclusion of the present agreement on behalf of the Unidomain LTD.

### 3. Rights and liabilities of the Unidomain LTD

3.1. The Unidomain LTD informs the Member in the frame of the information delivered through the www.uniondomain.eu system and by courses, further educations and advises him/her about the changes in time.

3.2. The Unidomain LTD can rework the system of the conditions, the supplements, if necessary, and harmonize them with the current inflation, economic and market situation.

3.3. The Unidomain LTD is liable to account for each month till the 10th of the next month, the Member can see it in his/her Web-Office, he/she can make a complaint within 8 days, if no complaint is submitted, Unidomain LTD is liable to pay out the Member till the 18th at the latest. If any complaint has been submitted, it has to be examined within 3 working days and the Member will be informed about the result. If the Member can accept it, he/she has to be paid out within further 3 days.

3.4. The Member approves that the Unidomain LTD is entitled to use any subcontractor or other contributor to honour its commitment.

3.5. The Member notes, if the Unidomain LTD uses any assistance to honour its commitments, it is entitled to give the data of the Member to its assistant.

### 4. Rights and liabilities of the Member

4.1. Duty of the Member is to sell the .eu domain-names and to organise sales Members under him/her.

4.2. The Member is entitled to receive the commission after the sales of each Member who is recommended by him/her (and that of the Members who are recommended by them), included him/herself as well, till the fifth level.

4.3. The Member is not entitled to give away, sell or assign the commission under any legal title that is produced in the www.uniondomain.eu system for any Member of the www.uniondomain.eu system or a third natural or legal entity.

4.4. The Member declares that he/she has filled in the registration sheet according to the truth, she/he has read it in full and by sending it he/she confirms his/her wish to register the domain name that is given by him/her and also wants to become the Member of the www.uniondomain.eu system.

4.5. Having registered in the [www.uniondomain.eu](http://www.uniondomain.eu) system the Member is not entitled to change or delete the name of his/her Recommender or to name other or several recommenders.

4.6. If the Member wants to change his/her Recommender he/she has to collect the approvals of the present and future Recommenders in the sheet that can be downloaded from the homepage of [www.uniondomain.eu](http://www.uniondomain.eu). The Unidomain LTD adjudges the request of the Member for the relocation within 8 days. The Uniomain LD can refuse the request for the relocation without offering an explanation.

4.7. The Member declares that he/she has no obligation in respect of time and location while performing his/her activity according to the present contractual legal relationship; during the performance of his/her activity he/she only uses his/her financial means and own infrastructure.

4.8. The Member has to provide for the infrastructure, financial means that are necessary to the activity according to the present contractual legal relationship on his/her own and to own expense; the taxes, other public duties and other costs in connection with his/her activity have to be born by him/her.

4.9. The Member undertakes to inform the Uniomain LTD about any change in his/her personal data and other important data and information in connection with the present contractual legal relationship that may influence the performance of his/her obligations without delay and he/she is liable to carry out the change of the data in the personal Web-Office in the [www.uniondomain.eu](http://www.uniondomain.eu) system. If the Member does not meet any of the above-mentioned obligations and for this reason the Uniomain LTD suffers any extra expenses or damage Uniomain LTD is entitled to require the Member to compensate them.

4.10. The Member notes that he/she is liable to pay the tax, contribution or any other public duties (charges, fees, etc.) on the benefit he/she received from the Uniomain LTD according to the present contract; he/she is not entitled to shift any claim to the Uniomain LTD in this respect.

4.11. The contractual parties point out that no employment relationship or other work-related legal relationship, corporate relationship have been established between the Uniomain LTD and the Member on the basis of the present contract. Only a civilian legal relationship of a content that is determined in the present agreement has been established between the parties, on the basis of which the participation of the Member in the [www.uniondomain.eu](http://www.uniondomain.eu) system and in the respect of the resell of the [www.uniondomain.eu](http://www.uniondomain.eu) system for further potential Members he/she has to be considered as an independent market operator of the Uniomain LTD.

4.12. On the basis of the present agreement the Member is not liable to perform any further mediations, readvertisings and resells, to manage any purchases, to use any services; he/she is not liable to perform any results accordingly; he/she is only entitled to take part in the operation of the [www.uniondomain.eu](http://www.uniondomain.eu) system at his/her option under the frame of the present agreement.

4.13. The Member is not entitled to represent the Uniomain LTD, to take over any cash and is not entitled to make any legal statement in the name of the Uniomain LTD, to undertake any obligations or to acknowledge any authority during his/her activity in the frame of the [www.uniondomain.eu](http://www.uniondomain.eu) system, especially when readvertising the [www.uniondomain.eu](http://www.uniondomain.eu) system for new Members. Without any special written permission of the Uniomain LTD the Member is not allowed to publish the [www.uniondomain.eu](http://www.uniondomain.eu) system or the related brand names, still existing and future patent rights on any media surface that is prepared by him/her or on his/her initiative and to include further Members into the system by that. The Member is responsible for any kind of damage, especially for the loss of profit that is suffered by the Uniomain LTD according to the general rules referring to compensation of damages.

4.14. If the Member does not inform the Uniomain LTD about the change of his/her address or his/her bank account, the Uniomain LTD considers all shipment sent to the last public address by the Uniomain LTD as posted and it is not responsible for the delay of the shipment to the Member for the reason that the shipment comes back from the last public address of the Member with the postal or electronic mark that proves the failure of the delivery. The Member notes that the Uniomain LTD is not liable to do the kind of legal actions that is unknown for the Member or to aim at searching the data that are changed.

4.15. The Member is entitled to readvertise the www.uniondomain.eu system for further potential Members but he/she is liable to use the sheets and the surface that are prepared and ordered by the Uniomain LTD.

4.16. By readvertising the www.uniondomain.eu system, the Member is only performing a marketing activity independently of territorial effect (in any country). This activity is not qualified as commercial mediating or financial mediating activity either. No work-related relationship or any similar legal relationship is established between Member and the Uniomain LTD when performing this marketing activity.

4.17. The Member is not entitled to receive any fee, commission or any other similar countervalue from the new Members. When re-advertising the www.uniondomain.eu system the Member is liable to meet the rules, therefore, he/she is especially not allowed to develop an own system within or out of the www.uniondomain.eu system that is similar to the www.uniondomain.eu system in any form and he/she is not allowed to contribute to the development of one, not even indirectly.

4.18. The Member receives commission from the Uniomain LTD for his/her marketing and sales activity of which extent and conditions the Member will be informed through the www.uniondomain.eu website of the Uniomain LTD. These commissions will be accounted for every month, but having accounted with the commission no over-demand can be made on the Uniomain LTD. If the amount of the commission exceeds the 30 €, the sum of the commission will be transferred to the account of the Member with the dates according to the point 3.3. If the commission does not amount to 30 € it will be transferred with the commission of the month together when the total commission to be transferred amounts to 30 €. If the member doesn't send his/her account number after reaching the first 30 euros, then after passing 90 days, in return of the untouched commission, the provider will prolong (in propotional measure) the accuired services by the member, for him/her.

4.19. During the effect of the contract and after its termination as well, the Member is liable to permanently treat all data referring to the Uniomain LTD and first of all the Members as business secrets. The Member is liable to keep out of any activity with which he/she does any financial or moral damage to the Uniomain LTD or injures its market position.

4.20. The Member declares that he/she has filled in the registration sheet according to the truth, she/he has read it in full and by sending it he/she confirms his/her wish to register the domain name that is given by him/her and also wants to become the Member of the www.uniondomain.eu system.

4.21. In case of every single breach of the contract, the Member is liable to refund the damage and the loss of the profit and commission of the Uniomain LTD and the profit that was made in this way has to be handed out the Uniomain LTD and he/she has to account for everything. In case of the breach of the contract, the Member loses the right for the outstanding commission.

## 5. The operation of the www.uniondomain.eu system

5.1. The password of the Member given by the Member – that can be changed by the Member – represents a top secret information The Uniomain LTD cannot take any responsibility, if the Member did not meet the regulations of data handling and for that reason the above mentioned data are misused by a third pary. If the Member detects any kind of a misuse in connection with the own access or having entered the Web-Office, he is obliged to inform the Uniomain LTD within a day. The Member notes that the Uniomain LTD considers all E-Mails that is received by the Uniomain LTD and are sent from the E-Mail address given in the course of registration and contains the identifier of the Member to have been sent by the Member.

## 6. Provisions for the .eu domain

6.1 By submitting the registration sheet through the www.uniondomain.eu system the Member declares that he/she knows and is bound by the conditions, provisions and restrictions, especially the provisions and restrictions regarding the applicant and the domain names to be applied for, that are published on the www.eurid.eu website by the EURid, the official operator of the .eu domain names.

6.2. In case of any debate on the fact whether the domain name can be chosen or delegated the Service Provider will be subjected to the decision of the arbitration body (later: ADR) that is appointed by the EURid. The Subscriber is bound by the decision of the ADR in all cases.

## 7. Charges in connection with the use of www.uniondomain.eu system

7.1. The Member can take part in the www.uniondomain.eu system, if he/she registers at least one domain name through the www.uniondomain.eu system of which monthly charge takes 10 € that has to

be paid till the 9th of each month. Other administration or other costs will not be charged, they are included in the price of 10 € of the service. For the activation of services it is necessary to pay in at least three months' fee. If the monthly charge will not be paid the membership becomes inactive after an 8 days of grace and after the arrival of the 10 € it becomes active again. If the monthly charge does not arrive before the end of the month the membership will be deleted by the system finally. In this case the sales team of the Member will be connected to his/her Recommender directly.

## 8. Modification and completion of the agreement of the membership

8.1. The present agreement can be modified by common consent of the parties in writing. The parties lay down that the proposals, declarations for the modification also meet the regulation of the coercion of the form. The written proposal for the modification is valid only with the written proposal for acceptance together. The modification in words is invalid.

8.2. The modifications of the GCC made by the Uniodomain LTD has to be considered effective and accepted by the Member in all cases, if the Member does not make any complaint against the specific modification within 8 days in writing.

8.3. The Member notes that the Uniodomain LTD is entitled to send all changes, proposals for modifications, regulations, business principles, notifications and newsletters to the E-Mail address and postal address of the Member provided by him/her as well; the notification sent to any of the two possibilities—one is enough as well—is considered to be delivered.

## 9. Termination of the Contract

9.1. On the basis of the present GCC, the agreement for the membership is for an indefinite time and Uniodomain LTD can terminate it with a notice period of 30 days in writing, by the end of the month. The Member can terminate the agreement with a notice period of 30 days at any time. During the notice period both parties are liable to fulfil the obligations stipulated in the present agreement. After the notice period the Uniodomain LTD and the Member will account for the commissions resulting from the sales of the service. Afterwards the ex-Member cannot lay any claim to any commission and the accountability of the Uniodomain LTD is terminated as well; the sales team of the ex-Member comes to his/her Recommender directly. If the Member terminated the present contract with a regular notice period he/she can register in the www.uniondomain.eu system again when receiving the permission of the Uniodomain LTD and after the expiration of the notice period; this way he/she can make a new contract with the Uniodomain LTD. In this case his/her Recommender can only be his/her original Recommender (before the termination) and he/she cannot regain his/her sales team; it remains connected to his/her Recommender directly. The claim for signing a new contract can be denied by the Uniodomain LTD without offering an explanation.

9.2. The parties can terminate the present agreement with immediate effect as well, if any of the both parties breaches any liability resulting from the present GCC very seriously and does not redress the breach of the contract on the written notice of the other party either, with the exception that the breach of the contract is so serious that the keeping of the contract cannot be expected from the other party any longer. Beside the above mentioned, the Uniodomain LTD is entitled to terminate the present contract with immediate effect in the following cases anytime:

- The Member does not meet his/her liability of supply of data or notice of the change of the data or delivers false data;

- The Member makes the kind of declarations or behaves in the way that violates or dangers the goodwill, business reputation of the Uniodomain LTD;
- The Member is advertising the www.uniondomain.eu system in the form that is not allowed by the Uniodomain LTD or use the brand name and logo of the Uniodomain LTD on his/her own materials without any permission;
- The Member wants to have other Members enter the www.uniondomain.eu system with provably false information or he/she informs the wrong about the use of the www.uniondomain.eu system and the advantages of the www.uniondomain.eu system;

### 9.3. Membership can be assigned and inherited.

The present agreement of the membership terminates immediately at the time of the death of the Member, on the day of being informed about it. In case of the death of the Member the income and the position are inherited according to the law of inheritance of the country in accordance with the citizenship of the Member.

9.4. All provisions of the present agreement of the membership remain valid till the day of the termination of the contractual legal relationship. In case of a termination, the day of the termination is the expiration of the notice period. From the day of the termination the Member is no longer entitled to use the www.uniondomain.eu system, the personal Web-Office that will be closed by the Uniodomain LTD automatically.

## 10. Responsibility for the damage from the breach of the contract

10.1. The Uniodomain LTD is responsible for any claim of the Member from the present contractual legal relationship, if the damage was caused wilfully or out of gross negligence or by any employee of the Uniodomain LTD by committing a crime; if life, security or good health of the Member or those of his/her employee were injured for reasons within the control of the Uniodomain LTD; in other cases the Uniodomain LTD exclude all of its responsibility for any claim of the Member for damages.

10.2. The Uniodomain LTD does not take any responsibility or guarantee for the constant usability, availability of the Internet and the www.uniondomain.eu. The Uniodomain LTD does not take any responsibility for the kind of damage that are caused by the non-availability or wrong operation of the above mentioned, with the exception that the damage was caused by the wilful or serious careless behaviour of the Uniodomain LTD.

10.3. The Uniodomain LTD does not take any responsibility for the wrong and misleading information that the Member receives from the recommending Member about the entry the www.uniondomain.eu system and its use. In this respect the current version of the General Contract Conditions that is published on the www.uniondomain.eu website is governing.

10.4. According to the contract, all events, so especially: natural disaster, fire, high water, official order, emergency, rebellion, civil war, war, strike and the interruption of the operation of the www.uniondomain.eu homepage and other technical primary conditions that are necessary to the access to the database of the www.uniondomain.eu system are considered to be vis major that are out of the scope of the Uniodomain LTD. The Uniodomain LTD is not responsible for the non-, defective- or late-fulfilment of the responsibilities from the contract, if they are caused by the above mentioned vis major events. In case of the vis maior event, the Uniodomain LTD is liable to inform the Member in writing without delay. During the vis maior event the effect of the contract is interrupted, as far as the fulfilment of the contract is impossible due to the vis major event.

## 11. General rules of the data handling

11.1. The Uniodomain LTD is processing the data of the Member in the frame of the present agreement that was collected in the frame of the present agreement and those that were delivered to the Uniodomain LTD through third parties on the basis of the present contractual legal relationship. The Uniodomain LTD is liable to meet the provisions of the law of the data protection of the country when processing the data. Az Uniodomain LTD can only use the above mentioned data for the identification and control of the legal-business abilities of the Member and to make them

accessible for the related recommenders taking into consideration the restrictions of the above law.

11.2. The Uniomain LTD can only use the data of the Member to provide the services in connection with the [www.uniondomain.eu](http://www.uniondomain.eu) system, to operate the [www.uniondomain.eu](http://www.uniondomain.eu) system safely and perfectly; they will not be transferred to non-competent third parties, with the exception of making them accessible for the recommenders who are connected to the Member.

11.3. The Uniomain LTD is entitled to transfer the data that are known and processed to the recommenders who are connected to the Member, only with the purpose of providing the services in connection with the [www.uniondomain.eu](http://www.uniondomain.eu) system.

## 12. General instructions

12.1. If the present contract will be concluded with an enterprise the representative of the company is liable to take care that all representatives, employees, officer-holders and freelancer adviser observe all provisions of the contract. In case of the breach of the contract by the above mentioned persons, the responsibility will be taken by the company and its representative.

12.2. To settle the disputes from the present contract the parties are liable to initiate discussions with each other and to try to settle them out of legal proceeding. If it does not produce good results, the parties submit to the exclusive competence of the Queen Elizabeth II Law Courts, Liverpool.

12.3. The present agreement compels the contracting parties to observe the provisions of the present agreement entirely. The Member is not liable to transfer or delegate his/her rights and liabilities to a third party without the prior consent of the Uniomain LTD in writing. If it is about a company, this prohibition does not concern the case of succession of title. In case of the transfer of the contractual rights, the liabilities of the Member to supply the necessary data prove more effectual.

12.4. If the single provision of the present GCC prove to be invalid it does not concern the agreement as a whole. The provisions that are not concerned by the invalidity remain valid and they can be forced out. The rule closest to the invalid provision, concerning the legal relationship between the parties has to be applied, with the exception, when the parties would not have concluded the contract at all without the invalid provisions or those that are qualified as invalid.