



## TERMS OF PREMIUM DOMAIN NAMES

### § 1. DEFINITIONS

1. As used in these Terms, the following terms shall have the following meanings:
  - a. **Service Provider** – AFTERMARKET.PL LIMITED with its registered office in Cyprus at the following address: Chytron, 26 Street, Office 21, P.C. 1075 Nicosia, Cyprus, entered into the Registry of Companies maintained by the Minister of Trade, Industry and Tourism under number HE 245422, which provides services covered by the provisions of these Terms.
  - b. **General Terms of Service** – the Terms of the aftermarket.pl website use, available at: <http://aftermarket.pl>
  - c. **Terms** – these Terms of use of premium domain names, available at: <http://aftermarket.pl>
  - d. **Price List** – a list of fees and charges related to the use of the Services and the rules of their calculation.
  - e. **User** – a natural person, a legal person or an organizational unit with no legal personality but which is granted legal capacity under the law, who/which uses the Service provided by the Service Provider under the Agreement for the provision of the given Service.
  - f. **Services** – services covered by the Terms provided by the Service Provider to the User.
  - g. **Agreement** – an agreement on the performance of the Domain Name Appraisal.
  - h. **Buyer** – a User or the Service Provider who/which is interested in buying the Premium Domain Name via the Website.
  - i. **Sale of the Domain Name** – an agreement concluded between the User and the Buyer, under which the User transfers to the Buyer, for the consideration, the rights and obligations resulting from the agreement for Domain Name Registration and Maintenance concluded with the relevant Domain Name Registry, as a result of which the Buyer enters into the rights and obligations of the User.
  - j. **Domain Name Appraisal** – a Service of assessment of the possibility to qualify the Domain Name as the Premium Domain Name.
  - k. **Premium Domain Name** – a Domain Name which is potentially more valuable or attractive to the Buyers.
2. All capitalized terms which are not defined in clause 1 above, have the meanings assigned to them in the Terms of Website Use or the Terms of Provision of Domain Related Services. In case of any discrepancies between the definition of a term provided

in the Terms and the Terms of Website Use or other terms of Services, the meanings provided in clause 1 above shall prevail.

## **§ 2. GENERAL PROVISIONS**

1. Via the Website the User may request the Domain Name Appraisal of the Domain Name subscribed by him/her/it in accordance with the rules set out in the Terms.
2. The term “Premium Domain Name” is used only on the Website.
3. The Seller declares and warrants that:
  - a. he/she/it is a Subscriber of the Domain Name in accordance with the rules set out by the relevant Domain Name Registry, and his/her/its rights resulting from the Domain Name Registration and Maintenance are not limited or encumbered with any rights of third parties;
  - b. the Domain Name which is the subject of the Domain Name Appraisal as well as its Registration and current use do not violate the rights of third parties, including in particular copyrights, trademark protection or other intellectual property rights, personal interest and does not constitute an act of unfair competition;
  - c. the Domain Name which is the subject of the Domain Name Appraisal has been correctly registered by the relevant Domain Name Registry to him/her/it and the fee for its maintenance has been paid until the date of the transaction;
  - d. there are no other obstacles to the Domain Name Appraisal or Sale;
  - e. the Domain Name to which the Domain Name Appraisal relates is not a subject of any dispute and there are no grounds to predict that such a dispute would arise in the near future.
4. The Seller or the Lessor shall bear sole liability for non-compliance of the statements referred to in clause 3 above with the facts and any breach of the warranties listed therein. In the event of non-compliance of the statements referred to in clause 3 above with the facts and any breach of the warranties listed therein, the classification of the Domain Name as a Premium Domain Name shall be revoked.

## **§ 3. DOMAIN NAME APPRAISAL**

1. The Domain Name Appraisal is performed by the Service Provider within 7 days of the date of the request for the appraisal of the Domain Name in accordance with §2(1) above.
2. The classification of the Domain Name as the Premium Domain Name does not guarantee the amount of the price of the Sale of the Domain Name.
3. The Service Provider does not evaluate the price of the Sale of the Premium Domain Name.

4. The Service Provider performs the Domain Name Appraisal based on its knowledge and experience in the Domain Name trading market. As a result of the Domain Name Appraisal, the Domain may or may not be classified as the Premium Domain Name.
5. The Service Provider shall not be liable for the Domain Name Appraisal and its effects.
6. The User shall not be entitled to any claims regarding the Domain Name Appraisal, both in the case of its classification as the Premium Domain Name and refusal of such classification.
7. After classifying the Domain Name as the Premium Domain Name, the Service Provider shall allow its listing in the Premium Domain Name category on the Website, so that it can be offered to the Buyers, and its advertisement in the search results on the Website.
8. The Service Provider reserves the right to act as an intermediary in the transaction of the Sale of the Premium Domain Name.

#### **§ 4. PERFORMANCE OF THE AGREEMENT AND RETURN OF REMUNERATION**

1. The User is obliged to pay the remuneration of the Service Provider for the performance of the Domain Name Appraisal in the amount resulting from the Price List in force at that time.
2. The remuneration is collected before the performance of the Domain Name Appraisal.
3. In the case of a denial to classify the Domain Name as the Premium Domain Name, the User shall be entitled to a return of the remuneration. Such a return is made only for the purpose of listing an Auction or purchasing Advertising Services in the Domain Name Marketplace run by the Service Provider, in accordance with the Terms of the Domain Name Marketplace of the Service Provider, up to the amount of the fees for carrying out these operations, wherein the funds can be used within a maximum of 90 days from the return of the remuneration. If the amount of the fee for carrying out the operation requested by the User is higher than the value of the remuneration returned, the User shall pay the difference in accordance with the Terms of the Domain Name Marketplace.
4. If the Domain Name is classified as the Premium Domain Name, the User shall not be entitled to a return of the remuneration paid to the Service Provider.

#### **§ 4. FINAL PROVISIONS**

1. The Service Provider shall not be liable for actions or omissions of other Users using the functionalities of the Website, as well as for the User's failure to comply with the Agreement or the Terms, or for illegal actions of the User.
2. The Service Provider shall not be liable for information made available on the Website, which is the result of actions of artificial intelligence algorithms implemented and applied to serve the User.

3. The Service Provider reserves the right to amend the Terms or to publish new Terms in the following cases:
  - a. change of the law, including provisions regarding consumer protection,
  - b. change of the technical conditions of providing the Service,
  - c. change of the terms and prices of services provided by third parties to the Service Provider, which are necessary to provide the Services,
  - d. change of the range of the Services provided,
  - e. organizational changes or legal transformations of the Service Provider, including a change of the ownership of the Service Provider.
4. In the event of an amendment to the Terms, the Service Provider is obliged to inform the User about the amendments at least fourteen days before the date of their entry into force by post or via e-mail sent to the address indicated during the Registration. The provisions of the new Terms shall bind the other Party if it does not submit an offer of early termination of the Agreement. The User who is a Consumer has the right to submit an offer of early termination of the Agreement within 14 days from the moment of notification by the Service Provider about the amendments to the Terms. In the case of a User who is not a Consumer, the period is 7 days. The offer should be made in writing; this requirement does not apply to the Consumers.
5. The provisions of the Terms shall be applied taking into account strictly binding norms which regulate legal relations with the Consumers.
6. Subject to the provisions of the terms of the relevant Domain Name Registry, to all matters not settled in the Terms or the Agreement, the law in force in the Republic of Poland shall apply.
7. The contact details of the Service Provider are available at: <http://aftermarket.pl>.
8. The Terms shall enter into force on 7.06.2019.