

## TERMS OF SERVICE OF REGISTRY LOCK

### §1. General Provisions

The Terms of Service govern the intermediation in activation/deactivation of the Registry Lock Service by the Service Provider.

### §2. Definitions

1. As used in these Terms of Service, the following terms shall have the following meanings:
  - a. **Registry Lock Service** – a service provided electronically by the relevant Registry whereby the possibility to perform specific actions with respect to a Domain Name is blocked. The Registry Lock Service may be activated or deactivated only by the .pl domain registrars which cooperate with the appropriate Registry, including the Service Provider.
  - b. **Terms of Service** – these Terms of Service of the Registry Lock.
2. All capitalised terms 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 of Service and the Terms of Website Use or other terms of Services, the meanings provided in clause 1 above shall prevail.

### §3. Details of the Registry Lock Service

1. The activation of the Registry Lock Service blocks the following actions in the period between the activation of the Registry Lock Service and its deactivation:
  - a. deletion of a Domain Name for which a fee has been paid in accordance with the Price List,
  - b. change of the Subscriber's data,
  - c. change of the Subscriber,
  - d. Outgoing Transfer of the Domain Name,
  - e. change of delegation of the Domain Name to other nameservers used to maintain the Domain Name,
  - f. deletion or change of IP address of the nameserver assigned to the Domain Name, as long as it is included in its delegation,
  - g. change of contact details for the Domain Name.

2. If the Registry Lock Service is active, actions referred to in clause 1 may be performed only after accepting a request for deactivation of the Registry Lock Service.
3. The activation of the Registry Lock Service does not affect the rights and obligations of the Domain Name Subscriber.
4. The Registry Lock Service applies to one Domain Name only and requires activation/deactivation for each Domain Name separately.

#### **§4. Conditions of use of the Registry Lock Service**

1. The Service Provider solely intermediates electronically in the actions of activation or deactivation of the Registry Lock Service by the relevant Registry by enabling the Subscriber to submit a request for activation or deactivation of the Registry Lock Service on the Website through the relevant functionality available in the Website User panel, forwarding the request to the relevant Registry, obtaining and providing information regarding the activation or deactivation of the Registry Lock Service.
2. To activate or deactivate the Registry Lock Service, the Subscriber should:
  - a. submit a request for the activation or deactivation of the Registry Lock Service through the relevant functionality available in the Website User panel,
  - b. authorise the submitted request by second level authentication via SMS code or the Google Authenticator application,
  - c. pay the fee for the request as specified in the Price List available on the website [www.aftermarket.pl](http://www.aftermarket.pl),
  - d. meet other conditions specified in the Terms of Website Use.
3. The request referred to in clause 2 may concern only the Maintained Domain Name, for which the Service Provider provides the Service of Maintenance of the Domain Name.
4. By submitting the request, the Subscriber accepts the provisions of these Terms of Service.
5. The Service Provider does not guarantee the effectiveness of the Registry Lock Service, which depends solely on the decision of the relevant Registry. The Registry Lock Service shall be deemed to have been performed when the relevant Registry has completed the relevant actions in the Registry and not when the Subscriber has submitted the request referred to in clause 2 above or the Service Provider has forwarded it.
6. The relevant Registry shall confirm the activation/deactivation of the Registry Lock Service by sending an email to the email address of the Subscriber of the Domain Name in respect of which the activation/deactivation of Registry Lock service is requested.
7. The Service Provider charges a fee for intermediating in the activation/deactivation of the Registry Lock Service in the amount specified in the Price List available on the website [www.aftermarket.pl](http://www.aftermarket.pl).

8. In addition to the cases indicated in the Terms of Website Use or the Terms of Provision of Domain Related Services, the Service Provider shall have the right to refuse to act as an intermediary in the activation/deactivation of the Registry Lock Service also in the event that:
  - a. the Subscriber fails to pay the fee for intermediating in the activation/deactivation of the Registry Lock Service, or
  - b. the request for the activation/deactivation of the Registry Lock Service concerns a Domain Name whose status does not allow for the activation/deactivation of the Registry Lock Service.

## **§5. Final Provisions**

1. The Service Provider reserves the right to amend the Terms of Service or to publish new Terms of Service 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. organisational changes or legal transformations of the Service Provider, including a change of the ownership of the Service Provider.
2. To all matters not settled in these Terms of Service, the Terms of Website Use and the Terms of Provision of Domain Related Services available on the website [www.aftermarket.pl](http://www.aftermarket.pl) shall apply.
3. The Terms of Service shall enter into force on 1.02.2022 r.