

## Special Conditions: Domain names

### Applicable from 01/05/2024

**This document is provided for informational purposes only. Only the French language contract is legally binding for the services offered by our company.**

These Special Conditions (the “CP”) govern the registration and management of domain names by PulseHeberg. The CP supplement and apply in conjunction with the PulseHeberg General Conditions. In the event of a conflict between the CP and the General Conditions, the CP will prevail.

#### Article 1 - Domain name extensions

PulseHeberg offers the following domain name extensions:

- European Economic Area (EEA) extensions: .FR, .EU, .BE, .LU, .CH, .LI, .NL, .RO, .SE, .PARIS, .RE, .TF, .YT, .PM, .WF
- Extensions non-EEE : .COM, .NET, .ORG, .CO, .IO, .NINJA, .APP, .DEV, .ONE, .SH, .WTF, .TECH, .SPACE, .ME, .MX, .PH, .PRO, .TV, .WS

EEA extensions can only be registered by EEA companies and citizens. Any manipulation aimed at circumventing this restriction may result in the suspension or cancellation of the domain by the registry.

#### Article 2 - Customer contact details

The client undertakes to provide accurate and up-to-date contact details when registering a domain name. In case of incorrect or incomplete contact details,

PulseHeberg reserves the right to suspend or cancel the domain name without prior notification and without refund.

The customer is informed that the extension registry does not compensate PulseHeberg for this deletion.

#### Article 3 - Naming charter

The customer can find on the PulseHeberg Legal Notices page (<https://pulseheberg.com/company/legal-notice>) the policies and naming charters of the different extension registers offered.

By accepting these CP, the customer confirms having read and approved the policies and naming charters of the extension that he is registering.

#### **Article 4 - Registration, renewal, and transfer of domain names**

The registration, renewal and transfer of domain names are subject to the policies and procedures of the relevant registries.

PulseHeberg acts as a technical intermediary and is not responsible for decisions made by registries regarding the registration, renewal or transfer of domain names.

The customer is informed that in the event of late payment, some registries may apply late restoration or renewal fees which will be passed on to the customer by PulseHeberg.

#### **Article 5 - Right of withdrawal**

The customer is informed that, in accordance with article L.221-28 of the Consumer Code, the right of withdrawal cannot apply to contracts for the provision of services fully executed before the end of the withdrawal period and for which the execution has begun after express prior agreement of the consumer and express waiver of his right of withdrawal, as well as contracts for the supply of goods made according to the consumer's specifications or clearly personalized.

Thus, once a domain name has been created, it cannot be canceled or deleted, even in the context of a withdrawal, because it is a personalized product.

#### **Article 6 - Suspensions and cancellations of domain names**

PulseHeberg reserves the right to suspend or cancel a domain name in the event of violation of these CP, the General Conditions of PulseHeberg or the policies and procedures of the registries concerned.

The customer is informed that the extension registry may also suspend or cancel a domain name without prior notification and without reimbursement.

#### **Article 7 - Liability**

The customer is solely responsible for the use and management of his domain name. PulseHeberg cannot be held responsible for the consequences linked to the use of a domain name, particularly in the event of violation of third party rights.

However, PulseHeberg reserves the right to block a domain name if it is used for phishing or to imitate a brand, organization or company, regardless of whether the hosting is with PulseHeberg or not.

#### **Article 8 - Duration and termination**

The domain name registration contract is concluded for a period of one year, renewable by tacit agreement.

The customer can terminate the contract at any time by requesting the deletion of his domain name. PulseHeberg reserves the right to terminate the contract in the event of violation of these CP, the General Conditions of PulseHeberg or the policies and procedures of the registers concerned.