

SPECIAL TERMS AND CONDITIONS FOR DOMAIN SERVICES

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1. Introduction and Object

1.1 These Special Terms and Conditions form an integral part of the Contract, along with the General Terms and Conditions and other documents referred to in Article 2 to the extent applicable. In the event of any conflicts with other provisions of the Contract, these Special Terms and Conditions shall prevail.

1.2 The subject of this Contract is the Domain Registration service provided by VirtSYS IT (hereinafter referred to as the "Service"). Any additional services beyond those specified in the offer may be provided only upon feasibility assessment, upon specific request by the Customer, and subject to mutually agreed conditions, terms, and fees.

2. Description of the Service

2.1 VirtSYS IT offers the Customer various service solutions with different features, which are described and accessible online on the VirtSYS IT website at the link <https://clients.dedi.express/checkdomain/>. The service provider for this specific Service is NemaSilo, and the terms and conditions applied can be found on their website (<https://www.namesilo.com/support/v2/articles/about/about-namesilo>). VirtSYS IT bears no responsibility whatsoever for the application of those terms and conditions.

2.2 The Customer undertakes to fully review the different solutions and options of the Service and remains solely responsible for choosing the configuration(s) that meet their needs, with no claims to be made against VirtSYS IT. By signing this contract, the Customer acknowledges and accepts the characteristics of the purchased Service.

3. Statements and Assumption of Responsibility

With this Contract, the Customer:

- A. acknowledges and accepts that [.eu] and [.it] domains can only be registered by individuals or legal entities residing or having a registered office within the European Union;
- B. acknowledges and accepts that there are no limitations regarding the entities intending to register [.es] domains. However, domain ownership transfers or requests to transfer a domain from another Registrar to VirtSYS IT can be made by completing the appropriate documentation provided upon request. For all extensions, except for [.it] domains, it should be noted that requests for domain registrations containing accents or special characters are not possible;
- C. declares to have the right to use and/or legal availability of the requested domain name and to not infringe upon the rights of third parties with such registration request, assuming full responsibility for it;

- D. acknowledges and accepts that in case of incorrect or false declaration in this request, the Registry will immediately revoke the domain name without any legal action. In such cases, the revocation cannot give rise to any claims for compensation against the Registry;
- E. declares to release the Registry from any responsibility arising from the assignment and use of the domain name by the applicant.

4. Rules for Domain Name Registration/Transfer

4.1 VirtSYS IT proceeds with the registration of domain names strictly in the chronological order of the received requests, provided that the payment for the service has been made and the documentation required by the Contract has been submitted.

4.2 It is understood that:

- A. VirtSYS IT assumes an obligation of means and not of results; therefore, the successful outcome of the registration request is subject to its acceptance by the competent Registration Authorities;
- B. Domain names that appear to be available upon verification may already be in the process of registration but not yet included in the Authorities' databases. Therefore, the Customer hereby agrees to indemnify VirtSYS IT from any liability and/or claims for damages arising from such circumstances;
- C. VirtSYS IT is not responsible and cannot, under any circumstances, resolve disputes arising from the assignment of a domain name, as well as any changes made by the Authorities to the registration procedures or naming rules;
- D. VirtSYS IT is not obliged to know or verify the existence of any rights of any kind concerning the domain name requested for registration or transfer by the Customer. The Customer hereby releases VirtSYS IT from any involvement and/or liability in this regard.

5. Customer Obligations

5.1 In order for the domain registration or transfer process to be successful, the Customer agrees to follow the procedures described on the VirtSYS IT website, which may vary depending on the type of request, provide accurate and truthful information, and submit the necessary documents.

5.2 To transfer an [.it] domain, the Customer must provide the authorization code, also known as the EPP code. In the case of a request for a change of ownership of an [.it] domain, the transferor and transferee are required to complete and submit a pre-printed form, which can be obtained from VirtSYS IT support. In the case of a request to transfer a domain with an extension other than [.it], the Customer is required to respond to the transfer confirmation email sent by the relevant Registration Authority to the email address provided in the registrant contact information of the domain.

5.3 If the registration, transfer, or renewal procedure fails due to reasons not attributable to VirtSYS IT (for example, incorrect or inconsistent data provided by the Customer or failure of the Customer to accept the transfer by clicking the link received via email from the relevant Authority, or VirtSYS IT being unable to allocate a payment to a specific service due to lack of payment reference), VirtSYS IT reserves the right, in the sole interest of the Customer, to repeat the registration, transfer, or renewal operation. However, after 12 (twelve) months from the date of payment, and with no changes to the conditions that caused the procedure to be blocked, it will be considered expired, and VirtSYS IT will retain the amount paid by the Customer as reimbursement for expenses incurred.

5.4 Upon successful completion of the aforementioned procedure, the Customer will become the lawful owner of the chosen domain name and will be solely responsible for its use and content. The Customer is required to verify the accuracy of their data in the database of the relevant Registration Authority for the chosen extension within 15 days from the activation date of the web space. If the Customer does not raise any objections regarding the accuracy of their data within this period, the data will be considered correct.

6. Termination of the Contract in case of Domain Transfer

6.1 In the event of a domain transfer to another provider/registrar, the Contract will cease to be effective upon completion of the transfer procedure. The web space, if applicable, and all services connected to the domain name will remain active unless an explicit cancellation request is made. It is explicitly stated that VirtSYS IT will not provide any refund to the Customer for the unused period.

6.2 The registration or transfer of a domain, once completed, is irreversible, and the Customer cannot reconsider their decision. Therefore, VirtSYS IT will not provide any refund to the Customer.

7. Maintenance of the Domain Name after Expiry

7.1 All domains managed by VirtSYS IT must be renewed before or on the expiration date. In case of late renewal, recovery costs will be applied, which depend on the specific domain.

7.2 The Customer acknowledges and agrees that, in the absence of renewal, VirtSYS IT reserves the right to renew the maintenance of the domain at its discretion for one or more years, keeping the registration data unchanged. However, all services associated with the domain (such as hosting, email, and any additional services) will be deactivated, and a web page containing advertisements will be displayed instead of the domain's home page. The Customer can regain access to the domain and the associated services according to the contractual terms and conditions published on the VirtSYS IT website. The contract will always have the selected duration during the ordering process, but the first year will be equal to the remaining period until the expiration date of the domain with the Registration Authority. In this case, the Customer acknowledges and accepts that VirtSYS IT does not guarantee the preservation of the content of the web space, and therefore releases VirtSYS IT from any direct or indirect liability for any partial or total loss of data, information, and content stored on the corresponding website at the time of contract expiration.

7.3 However, the Customer has the option to request the cancellation of the domain name at any time by giving explicit notice to VirtSYS IT via certified email (PEC) or registered letter with return receipt. The Customer must attach a copy of an identification document and all the necessary documentation for the cancellation of the domain with the competent Registration Authority, based on the selected extension. Once a domain has expired with VirtSYS IT, it can no longer be transferred, and it will not be possible to request the migration code required for its transfer.

8. Domain Name Renewal

8.1 The renewal of a domain name must be carried out by the Customer before the expiration date, and it is the Customer's responsibility to verify the renewal terms and take appropriate action in a timely manner.

8.2 In the event of renewal after the expiration date, the Customer acknowledges and agrees that a penalty will be applied, equal to the amount set by the competent Registry, plus an additional 30% to cover the expenses incurred by VirtSYS IT. The Customer agrees to pay the penalty at the time of domain renewal and accepts that failure to do so will result in the inability to renew the domain.

8.3 VirtSYS IT reserves the right to modify the renewal cost of domain extensions due to events beyond its control (such as inflation, increased management costs by Registrars, increased general management costs, geopolitical situation). VirtSYS IT undertakes to provide timely communication to the Customer regarding any changes in renewal costs.

9. Domain Name Ownership Transfer

9.1 To make changes to domains with new gTLD extensions, it is necessary to request a personalized quote by contacting VirtSYS IT directly.

9.2 The Customer can request the change of ownership details for their domain directly from their client area. They will need to download the dedicated form, which must be completed in its entirety and signed by the current and new domain owners. Valid identification documents for both parties must be provided with the form.

10. Rights and Responsibilities of VirtSYS IT

10.1 In the event of a failure to renew the domain name registration due to VirtSYS IT's fault, VirtSYS IT agrees to pay the Customer a penalty equal to the amount paid by the Customer for the domain name renewal request. By accepting this, the Customer waives any further claims or requests for compensation.

10.2 In the event of a failure to renew the domain name registration, VirtSYS IT reserves the right to renew the registration of the domain name with the competent Authority at its discretion and as a courtesy, without assuming any obligations towards the Customer or any third parties involved. The rightful assignee of the disputed domain name may obtain its availability by paying VirtSYS IT for the renewal(s) performed within the specified time frame. The previous measures taken by VirtSYS IT will remain in effect.