

# Specific terms

## Brokerage Service



These Specific Terms and Conditions apply to the Brokerage Service provided by EBRAND and are an integral part of the Agreement between EBRAND and Client.

To the extent that there is a direct conflict between these terms and the General Terms and Conditions, these terms shall prevail. Capitalised terms defined in the General Terms and Conditions shall have the same meaning in the Specific Terms and Conditions.

### 1. The Service

#### 1.1. General

EBRAND shall provide to Client a brokerage service for the purchase of registered domain names from third parties (the "Brokerage Service") as defined hereafter and insofar as Client has submitted an Order Form pursuant to the General Terms and Conditions.

The Brokerage Service also includes the transfer of the domain name to the Client Account.

#### 1.2. Brokerage budget

Client shall specify the maximal amount they are willing to pay to obtain the domain name in the Order Form (the "Budget").

Any purchase price exceeding the amount of the Budget shall require the express consent of Client.

#### 1.3. Duration

Client shall define the maximal period of time granted to EBRAND to attempt to purchase the domain name. Such period shall in no case exceed six (6) months.

#### 1.4. Anonymity

Client shall also specify in the Order Form whether EBRAND is allowed to disclose Client's identity to the current holder of the domain name to be purchased or whether this information shall remain confidential.

In case the Brokerage Service is successful, and Client has elected to remain anonymous, EBRAND shall transfer the domain name under its own name or under the name of one of its affiliates.

### 2. Payment

#### 2.1. Purchase price

Client undertakes to pay EBRAND the purchase price within forty-eight (48) hours of EBRAND notification informing Client that the purchase offer was accepted by the current domain name holder. Client understands and accepts that any delay in proceeding to this payment may prevent the successful conclusion of the purchase.

#### 2.2. Service Fees

The fees applicable to the Service are those specified in the Order Form and are non-refundable no matter the results of the purchase attempt.

#### 2.3. Additional Fees

In case where additional fees apply such as for example in case where the Registrar transfer and/or holder change incur the charging of a fee by the Registry, EBRAND will invoice such fees to Client.

### 3. EBRAND obligations

EBRAND commits to make its best efforts to broker the purchase of the domain name for a price lower or equal to

the Budget defined by Client. EBRAND however hereby only commits to a best-efforts obligation.

### 4. Responsibility

Client commits not to use the Brokerage Service for any illicit or fraudulent purposes and more generally, in any way breach the principles set forth by article 8 of the General Terms and Conditions.

Client accepts that EBRAND cannot be held liable for the use of the Service made by Client.

### 5. Guarantee

Client commits to hold EBRAND harmless against any claim and/or suit from any third party based on or arising from Client's use of the Service. This guarantee includes among others that Client will fully indemnify EBRAND for any direct or indirect damages such as but not limited to, all administrative, judiciary or extra judiciary costs incurred for EBRAND by Client's use of the Service.

### 6. Modification

In accordance with article 6 of the General Terms and Conditions, EBRAND retains the right to discontinue or suspend the Brokerage Service. EBRAND shall always make its best efforts to inform Client of any such modification or suspension within a timely fashion.

Client understands and accepts that EBRAND cannot be held liable to them or any third party for any consequences resulting from such modification, suspension or discontinuance of the Brokerage Service.

### 7. Confidentiality

Notwithstanding mandatory disclosure, such as those imposed for tax purposes, EBRAND commits not to disclose the domain name purchase price confidential.