**Model Contract Clauses to the Code of Conduct Domain Names**

###### Notice and Takedown Procedure

The Customer may only use the services of [DOMAIN PROVIDER] (hereinafter called the "Domain Provider") in a lawful manner. The Customer warrants that, while using the Domain Provider's services, the Customer shall only lawfully register or use domains. The term "unlawful registration and use" refers, in particular, to the registration or use of a domain that violates the rights of third parties, including but not limited to intellectual property rights generally (e.g., copyrights or trademark rights) or privacy rights, or meets the definition of one or more crimes (particularly in the areas of pornography, violent images, racism and libel) (such content referred to hereinafter as "Unlawful Registration and Use").

The Domain Provider administers domains to the extent chosen by the Customer and in particular arranges for respective registrations. The Domain Provider is under no duty to monitor the registrations or use. The Customer is exclusively liable for monitoring the domains. However, the Customer acknowledges and agrees that the Domain Provider may examine the registration and use of a domain, (i) if the Domain Provider receives a notification that the registration or use of a domain administered by the Domain Provider is unlawful (hereinafter called "Notice"), (ii) if requested to do this by a court or public authority, or (iii) if he could be held liable at law or otherwise. The Domain Provider reserves the right to conduct checks even in the absence of any notice. The examination upon receipt of a notice is consistent with the Notice and Takedown Procedure defined in the Code of Conduct Domain Names (hereinafter called "CCD") of Swico.

The Domain Provider has the right to block the registration, deny a requested assignment or transfer, block a user account, to not renew a registration and to discontinue its services if (i) the relevant requirements of the Notice and Takedown Procedure (sections 5 and 6 of the CCD) are met or (ii) the Domain Provider is requested to do this by a court or public authority or could otherwise be held directly liable or face criminal charges, or (iii) a spot check brings to light registrations or uses that are highly likely to be unlawful.

The Domain Provider shall decide at its own discretion if it will also make a report to the CVCO (Cybercrime Coordination Unit Switzerland) in the case of criminal acts or to the relevant law enforcement agencies. In any case, the Domain Provider has the right and the duty to disclose the Customer's identity to the courts, public authorities or other third parties based on an administrative or court order.

A description of the Notice and Takedown Procedure specified in the CCD is available on the Domain Provider's website or on that of Swico. The Customer must inform himself of the Notice and Takedown Procedure. The Customer acknowledges and agrees that the Domain Provider may terminate the Agreement with the Customer effective immediately if the Customer fails to follow the Domain Provider's instructions per the Notice and Takedown Procedure as described in these General Terms and Conditions or in the CCD.

The Domain Provider has the right to bill the Customer for the expense incurred by the Domain Provider in the course of processing a notice. The Customer must reimburse the Domain Provider for any other loss that the Domain Provider incurs because of any claims asserted. The Domain Provider may request that the Customer provide security as a precaution to cover this loss. If this security is not paid, the Domain Provider may discontinue the services.