

# Bestcert.net Website User License Agreement

Welcome to BestCert (us", "we", "our" or the "Company")") (Powered by Xiamen Juli Trust Technology Co., Ltd.) website and please pay attention to the products and services we provide.

Please be sure to carefully read and understand all the terms stipulated in the BestCert User License Agreement (hereinafter referred to as the "Agreement"), and choose to accept or not to accept the terms of the "Agreement" after confirming your full understanding; By completing the " Agree " "Agreement" and " BestCert [Privacy Policy](#)" or starting to use BestCert products or services, it means that you have read and agreed to be bound by the terms of the agreement. If you "do not agree" with any terms in the "Agreement" and "[Privacy Policy](#)" , you should not proceed to the next step or stop registration, installation or use.

"BestCert User License Agreement" is the agreement between you and BestCert to register and log in to the BestCert website (including the website with the [domain name](#) www.bestcert.net, A legal agreement to install and use the software, products, and services we provide. In order to access and use the products and services mentioned above, you must accept all the terms of use without modification. Terms, conditions and notices. If you do not fully accept the terms of this agreement, then you should stop accessing or using the products and services of "BestCert Account ". BestCert once again reminds you to read carefully and fully understand the terms Content, especially the corresponding terms of limitation or exclusion of liability.

If you are under the age of 18, please read these Terms of Service accompanied by a legal guardian.

## Article 1 Account registration, use and security

### 1-1 Account Description

1-1-1 "BestCert Account " is an identification service operated by BestCert, which enables you to log in to BestCert related service websites and perform operations on these websites process becomes easier.

1-1-2 **Some parts of the** "BestCert Account " service may be subject to some published guidelines, regulations, other terms, and conditions. Therefore, as the introduction of the terms of this agreement, the user should also comply with all such guidelines, regulations, terms and conditions. In the event of a conflict between the

terms of this Agreement and other guidelines, regulations, terms and conditions, the terms of this Agreement shall control. However, as far as the subject matter covered by the "BestCert Account " Privacy Statement is concerned, [the "BestCert Privacy Policy"](#) will supersede the terms of this agreement and/or all other privacy policies for the "BestCert Account ". The subject matter contained in the statement is related to the conflicting parts of the guidelines, regulations, terms, and conditions that have been published in relation to the products and services of "BestCert Account ".

## **1-2 Registration Qualifications**

**1-2-1** You confirm that when you complete the registration process or use our products and services in other ways permitted by BestCert, you should be a natural person, legal person, or other person with full capacity for civil rights and full capacity for civil conduct. Organization (hereinafter referred to as " you").

**1-2-2** If you are a minor or a person with limited capacity for civil conduct, you do not have the aforementioned subject qualifications, and you and your guardian shall bear all the consequences caused by your improper registration.

## **1-3 Account Registration**

**1-3-1** When you fill in the information according to the registration page prompts, read, and agree to the terms of this agreement, and complete all the registration procedures, you can obtain a BestCert account and become a BestCert user.

**1-3-2** **The** account number and password you set or confirm during registration will become your account after successful registration (the account number and password are collectively referred to as " account").

**1-3-3** Your account must not violate national laws and regulations and the management norms of BestCert, otherwise BestCert has the right to cancel your account after notifying you.

**1-3-4** **BestCert may require you to provide more identity information and information for further identity authentication or qualification verification after obtaining your consent for the opening and use of certain software, products or services, your account can only be eligible to use the relevant software, products or services after passing these certifications and verifications.**

**1-3-5** You should provide and timely update your account information in accordance with the requirements of laws and regulations or the prompts on the corresponding pages. If the account information you provide does not meet the requirements of

laws and regulations or the management specifications of BestCert, BestCert can send you a notice of inquiry and/or request for correction, and you should cooperate in providing or updating relevant information as required. Otherwise, you will be responsible for the consequences and losses of your inability to use the BestCert account (unable to register successfully, account frozen, or canceled) or in the process of using it.

**1-3-6 After** you become a BestCert user, purchase software, products, and services of BestCert and ask for an invoice. If it is false, it will bear the corresponding legal responsibility.

**1-3-7** You understand and agree that in order to ensure that you log in to the website of BestCert, install and use software, products and services, and provide a more comfortable experience, BestCert may send emails, internal letters to the website to provide a more comfortable experience, SMS, phone, system information or instant messaging to prompt you for the next step or return visit.

#### **1-4 Account use and security**

**1-4-1** BestCert password is set by you. You agree to keep all your passwords safe. BestCert does not maintain a database of user passwords, **so if you do not keep your password and account information confidential, you will be responsible for the consequences. In addition, you are solely responsible for any activity on your account. BestCert does not assume any responsibility for any loss to you caused by others using your password, account, or public / private key (whether you know it or not). However, you shall be responsible for the losses caused to BestCert or the other party due to the use of your password, account, or public / private key by others (whether you know it or not). You agree to immediately report any** unauthorized use of your account, or if you become aware of any suspected breach of security, including what you believe to be your password or account information has been stolen or subject to other security threats.

**1-4-2** You need to take specific measures to protect the safety of all types of software you download from BestCert, including but not limited to properly keeping software and passwords, installing anti-virus Trojan software, and changing passwords regularly.

**1-4-3** After losing or forgetting the password of the user BestCert account, they must follow the BestCert appeal channel to make a timely appeal and request to retrieve the account. Users should provide personal password-protected information that can

increase account security. Users can fill in an appeal with the initial registration information and personal password protection information to apply to BestCert for account recovery. BestCert's password recovery mechanism is only responsible for identifying the correctness of the information filled in the appeal form and the data recorded in the system, and it is impossible to identify whether the complainant is the real account user. BestCert does not assume any responsibility for any loss caused by the user being complained under the name of others. The user knows that the responsibility for keeping the account and password of BestCert lies with the user, and BestCert does not promise that the user be able to retrieve the account by appealing after the account is lost or the password is forgotten,

## **Article 2 Freezing, Cancellation and Appeal of Accounts**

### **2-1 Freezing of Accounts**

Your BestCert account (all or part of the permissions or functions) may be frozen under the following circumstances, BestCert will notify you by email, internal letter, text message, phone call, system information or instant messaging:

**2- 1-1** Violation of national laws, regulations, policies, management norms of BestCert and the terms of this agreement;

**2-1-2** You have been complained by others , and the other party has provided relevant legal enforcement documents to freeze the account, and you have failed to follow the We request to provide contrary evidence;

**2-1-3** BestCert judges that your account operation is abnormal and abnormal entry, consumption or exchange occurs

according to reasonable analysis ; Authorized to use your BestCert account number and password to freeze, and at the same time you can provide evidence that the account is legally held by you;

**2-1-5** The freezing is required by the relevant state agencies.

### **2-2 Cancellation of account**

**2-2-1** Based on the requirements of the competent authorities of the state, BestCert cooperates to cancel your account. BestCert will notify you by email, internal letter, text message, telephone, system information or instant messaging.

**2-2-2** If you notify our after-sales staff by email to request to cancel your account, you can also provide BestCert evidence that the account is legally held by you, and BestCert will assist you to complete the cancellation.

## **2-3 Appeal**

In the event of 2-1 and 2-2, you should pay attention in time and follow the procedures to appeal and other follow-up operations.

**2-3-1** For the safety of your account, you should cooperate with and truthfully provide the identity certificate and other relevant certification materials required by BestCert through the appeal procedure, so that BestCert can verify. You should fully understand that your appeal is not necessarily allowed, and BestCert has the right to decide whether to agree to your appeal request.

**2-3-2** You understand and agree that if you refuse to provide your identity certificate and other relevant information truthfully, or fail to pass the review of BestCert, BestCert has the right to freeze the account for a long time and limit the part of the account for a long time or full functionality and permissions.

## **Article 3 Privacy and Protection of Personal Information**

Your trust is very important to BestCert. BestCert knows the importance of user information security. BestCert will take security protection measures in accordance with the requirements of laws and regulations to protect the security and controllability of your user information.

**3-1** You must have an account with "BestCert Account " in order to use the products and services of "BestCert Account ". To set up an account, you must provide your personal information and update it as necessary to keep it current. BestCert promises to use your personal information in accordance with the terms of the "BestCert Account " Privacy Statement. For details, please refer to ["BestCertPrivacy Policy"](#).

## **Article 4 Intellectual Property Statement**

**4-1** The "software" (hereinafter referred to as "software") referred to in this agreement is developed and owned by BestCert. All copyrights, trademarks, patents, trade secrets and other intellectual property rights of the software, and all information related to the software, including but not limited to: text expressions and their combinations, icons, graphics, graphics, colors, interface design, layout The framework, related data, printed materials, or electronic documents are all protected by the Copyright Law, Trademark Law, Patent Law, Anti-Unfair Competition Law and corresponding international treaties and other intellectual property laws and regulations of the People's Republic of China, except for third-party authorization. In addition to the software or technology, BestCert enjoys the above intellectual

property rights.

**4-2** Some software products include the main control terminal and the controlled terminal. The controlled terminal must be installed on the [remote](#) computer before remote management can be performed on the main control terminal. If you do not have the consent of the controlled computer, use illegal You are solely responsible for all the consequences caused by running and installing the server program by means of this means.

**4-3 Without the** written consent of BestCert, you shall not implement, utilize, transfer, or license any third party to implement, utilize or transfer the above intellectual property rights for any profit or non-profit purpose. BestCert reserves the right to the right to pursue the above-mentioned unauthorized actions.

#### Article 5. Website Services and Specifications

5-1 . You have the right to enjoy the related services provided by our website through this website. At the same time, you shall also perform responsibilities for timely payment and service management in accordance with these Terms of Service and the relevant terms and conditions confirmed when you purchase specific services.

5-2. When you use the services of the company's website, you should guarantee:

5-2.1. You will abide by national and local laws and regulations, industry practices and social and public morals when using the services of the company's website, and will not use the services provided by the company's website to store, publish, and disseminate the following information and content:

(i) Any content (information) that violates national laws, regulations and policies; / or news information in violation of state regulations ;

(iii) information involving state secrets and / or security;

(iv) Feudal superstition and / or obscene, pornographic, indecent information or information that abets crime;

(v) Betting with prizes, gambling games; information that violates national ethnic and religious policies;

(vi) Information that hinders the security of Internet operation;

(vii) Information that infringes upon the legitimate rights and interests of others and other information or content that is detrimental to social order, social security, and public morality;

(viii) You also promise not to provide any convenience for others to publish the above-mentioned information content that does not comply with national regulations and the terms of service, including but not limited to setting URLs , BANNER links, etc.;

5-2-2. There should not be any behavior that damages or attempts to damage network security, etc., including not using technology or other means to damage or disrupt the company's website and the websites of other customers of the company's website;

5-2-3. Your use of the services of the company's website shall comply with these terms of service;

If you violate the above guarantees, the company has the right to delete information, suspend the service, and terminate the service in accordance with the relevant terms of service, and has the right to freeze or cancel some or all of the functions of your account.

## **Article 6 Dispute Resolution**

**6-1 All disputes** related to these terms of service shall be resolved by both parties through friendly negotiation. If the negotiation fails, both parties agree to file a lawsuit at **Xiamen' s Court, China.**

## **Article 7 Force Majeure and Accidents**

**7-1 If the performance of the terms of this agreement is impossible, unnecessary or meaningless** due to force majeure or other unexpected events, the party suffering the force majeure or unexpected event shall not be liable.

**7-2 Force** majeure and unexpected events refer to objective events that cannot be foreseen, overcome and unavoidable and that have a significant impact on one or both parties, including but not limited to power supply failures, communication network failures and other public service factors, as well as natural disasters such as Floods, earthquakes, epidemics of plague, etc. and social events such as wars, unrest, government actions, etc.

**7-3 In view of the particularity of computers and the Internet, events caused by Y2K problems, hacker problems, technical adjustments of the telecommunications sector and government regulations, Internet connection**

**interruptions or system failures , etc. BestCert should not be held responsible for the loss of the company.**

## **Article 8 Others**

**8-1** If the relevant clauses are deemed invalid by the authority, it will not affect the validity of other clauses, nor will it affect the validity of the interpretation of this agreement, the liability for breach of contract and the validity of the relevant agreements on dispute resolution.

**8 -2** The terms of this agreement shall be governed by the laws and regulations of the People's Republic of China and the norms of the computer industry.

**8 -3** Either party is obliged to keep the other party's business secrets (including but not limited to business and technical secrets, source codes, databases, etc.) confidential.

**8-4** If either party changes the notice, mailing address or other contact information, it shall notify the other party of the changed address and contact information within one month from the date of the change, otherwise the changing party shall be responsible for all the consequences.

**8 -5 In the event of listing, acquisition, merger with a third party, name change, etc. of BestCert ,** you agree that BestCert can transfer its rights and/or obligations to the corresponding BestCert rights/obligations the recipient.

**8-6** If the relevant terms or agreements of the application service are inconsistent or contradicted with the relevant terms previously signed by both parties or the relevant statements of BestCert , this shall prevail.

**8 -7** BestCert sometimes wishes to update or change the terms, conditions and notices of the "BestCert Account " service to reflect changes in services, changes in legal provisions affecting services or other reasonable reason. You should understand that BestCert reserves the right to make changes, and you are responsible for regularly reviewing these terms, conditions and notices. When these terms, conditions and notices are changed, your continued access to or use of the "BestCert Account " service constitutes your agreement to all such changes. Unless expressly stated otherwise, all changes or improvements to the "BestCert Account " service will be subject to the terms of use.

**8 -8** The service description, price description and application form of the Internet application services provided by BestCert on the relevant pages are an integral part of these terms.

## Privacy Policy

Your trust is very important to our company. We are well aware of the importance of user information security. We will take security protection measures in accordance with the requirements of laws and regulations to keep your user information safe and controllable. For details, please refer to the homepage "Privacy Protection Statement"

# BestCert Domains Terms of Service

These Terms of Service constitute a valid agreement between BestCert and you and/or the domain name registrant you represented.

By directly confirming on the web page, accepting the link to this page and prompt for compliance, signing a written agreement in relation to these Services, any usage of these Services, or accepting these Terms of Service in any other legal or customary manner, you and BestCert shall be deemed to have entered into an agreement and have agreed to be bound by these Terms of Service. You should pay special attention to the terms in bold or underlined that relate to limitation of liabilities, disclaimers, BestCert's ascertainment of user breach and noncompliance, choice of jurisdiction, etc.

These Terms of Service constitute an integral part of the BestCert Product and Service Agreement, and shall apply specifically to domain name services provided by BestCert. Any matters not covered by these special terms shall be subject to the relevant BestCert Terms & Disclaimer, Privacy Policy.

If you have any questions about these Terms of Service, please contact us on by the available methods published on our official site; if you disagree with any term hereof or do not understand the interpretation of any term by BestCert, please do not proceed.

## 1. Definitions and Interpretations

1.1 **BestCert:** means, with respect to the provision of domain name registration and other domain name services ("Services") to users, Xiamen Juli Trust Technology Co.Ltd (BestCert.net). BestCert provisions a platform to connect Users(as defined below) registrations to TLDs corresponding up-streams.

1.2 **User:** means the individual (including natural person, individual partnership, individual business, etc.) or organization (including institution, association, corporation, enterprise, partnership, public institution, social organization, etc.) that registers a domain name at a competent domain name registry by virtue of the Services provided by BestCert. The term "User" hereof includes both the holder of a registered name and the holder of an BestCert account.

1.3 **Registered Name Holder:** means the holder of a registered domain name filled in by the User when the domain name is being registered, and displayed in the form of whois information. In some cases, this may be expressed as "domain name owner", but this expression does not in any way imply that the Registered Name Holder has any title or similar interest in the registered domain name.

1.4 **BestCert Account Holder (Account Holder):** means, other than the Registered Name Holder, the holder of an BestCert account (including an individual or entity) who actually pays for, or otherwise manages, the registered domain name.

1.5 **Top-Level Domains (TLD):** mean the top-level domain names in the Internet domain name system, including international generic top-level domain names (gTLD), country code top-level domain names (ccTLD), new generic top-level domain names (new gTLD), and internationalized domain names (IDN TLD), whose operation and management are undertaken by different Domain Name Registries.

1.6 **Domain Name Registration:** means the registration process completed by the User for purpose of domain name application.

1.7 **Illegal Activities:** mean any acts to register a domain name violating applicable laws.

1.8 **Domain Name Dispute Resolution Mechanisms:** mean the policies, rules and the same applicable to the settlement of disputes arising from the registration and use of domain names, including but not limited to: the Uniform Domain Name Dispute Resolution Policy (UDRP), the Uniform Rapid Suspension System (URS), the Measures for CNNIC National Top-Level Domain Name Dispute Resolution, relevant procedural rules, supplementary rules, etc. Such Domain Name Dispute Resolution Mechanisms shall be applied accordingly to different types of Top-Level Domains (e.g.: gTLD, ccTLD, new gTLD, etc.).

1.9 Unless otherwise specified herein, the term “Laws” hereof shall mean the laws, regulations and normative legal documents of the People’s Republic of China.

## **2. General Services**

2.1 BestCert provides the User with a registration platform and channel for registration of domain names and related services. The User shall keep the account number and password of BestCert business platform secure, to prevent them from being stolen or disclosed. Any consequence arising from the User’s improper maintenance of the account number and password, or unauthorized use or misuse of such account number and password by others, shall be at the sole risk of the User.

2.2 The User understands and agrees that BestCert will submit users applications of the registration, renewal or other issues of the domain name to its up-stream at the time, but successful order payment does not guarantee successful domain name registration. The status of registration of a domain name depends on conditions of registration, the time of application, etc., which is at the sole discretion of the Registry.

2.3 The usage of a registered domain name (e.g. creating a website, setting up a mailbox server, generating a network application, etc.) will be affected by relevant laws and regulations, network controls and policies applicable in the country or region where the User is located, as well as the actions of the User, as well as the regulations of the Registry. BestCert does not expressly or implicitly guarantee that the registered domain name can be used normally, and shall not be liable for any consequences and liabilities arising from any inability to usage the registered domain name.

2.4 BestCert shall have the right (but not the obligation) to take appropriate actions against the User for any illegal acts, in accordance with ICANN policies, applicable laws, competent authority's orders, these Terms of Service, etc., including but not limited to requiring the User to make rectifications, restricting amendments to the domain name, suspension, deletion or de-registration, etc.

### **3. Domain Name Registration**

3.1 BestCert shall complete application procedures relating to registration and renewal of domain name, submit relevant documents, and pay relevant fees on behalf of the User. The application for domain name registration of the User submitted by BestCert is subject to the registration status and query results in the domain name database of the Registry when such application is submitted. However, no conflict revealed in such query results does not mean that the registration of such domain name will definitely be successful.

3.2 BestCert will neither verify whether (i) the application for domain name registration of the User has violated the priority right of others, or (ii) a domain name proposed to be registered by others has violated the priority right of the User, nor will BestCert be responsible for the authenticity, accuracy and integrity of the registration information provided by the User.

3.3 If the domain name of the User is not successfully registered under any of the following circumstances, BestCert will make a refund to the User (except in cases where the fees are non-refundable as specified by the Registry). BestCert will thereafter be exempted from any other liabilities under such circumstances.

3.3.1 The domain name has been taken by other parties when the User is submitting the application form for domain name registration online;

3.3.2 The domain name is taken by other parties as the User fails to comply with the registration requirements by the Registry;

3.3.3 The registration has failed or is delayed due to system failure or operational error of BestCert or its up-stream at the time of processing.

3.3.4 The registration is cancelled due to national laws and regulations, the Registry's policy changes, technical concerns, etc.;

3.3.5 The registration has failed due to other unforeseeable events or events outside the control of BestCert.

3.3.6 There is no grace period for canceling a domain name's registration. If you ask BestCert to cancel a domain name's registration, or, delete it, the processing fee will be incurred. The fee may vary from TLDs, please check with support team if you insist on doing so. The domain name may be dropped into redemption period or released to public for new registration after cancellation.

#### **4. Domain Name Renewal**

4.1 If the User wishes to continue to retain the domain name ownership and related services provided by BestCert after the expiration of the validity of such domain name, the User shall pay renewal fees and ensure that BestCert has received such renewal fees before the domain name expires. BestCert will, within a certain period before and after the expiration of the domain name, send a renewal notice to the User. However, the failure of the User to receive BestCert's renewal notice shall not be invoked by the User as justification for failure to pay the renewal fees and other fees as per the schedule.

4.2 Where the User has paid the renewal fees as per the applicable rules and the Registry has accepted such fees, BestCert's term of service will be extended to the expiration date of such domain name recognized by the Registry. The User agrees that, if the domain name registered, or the registration information provide by the User is incorrect, inaccurate or incomplete, BestCert has the right to reject such renewal.

4.3 You acknowledge and agree that BestCert may, but are not obligated to, offer this process, called the "renewal grace period." You acknowledge that you assume all risks and all consequences if you wait until close to or after the expiration of the original term of domain name registration services to attempt to renew the domain name registration services. You acknowledge that we, for any reason and in our sole discretion, may choose not to offer a renewal grace period and that we shall not be liable therefore.

4.4 Consequences of Non-Renewal: If not renewed on time, the Domain Name will cease to resolve on the Internet immediately after the Expiry Date. Notwithstanding any of the provisions above, a Domain Name cannot be renewed if its status in our system is shown as "Hold", "Pending Transfer" or "Renew Prohibited".

#### **5. Domain Name Redemption**

5.1 If the User fails to complete the renewal, the domain name willd upon the expiration and goes into the Redemption Period.

5.2 During the Redemption Period, if the User wishes to redeem it back, he/she shall pay redemption fees to BestCert as per the fees published by BestCert, and apply to relevant up-streams for redemption. However, BestCert does not guarantee that the domain name will be redeemed back successfully.

5.3 If the domain name is successfully redeemed after the User has paid the redemption fees, the validity of the domain name will be extended by one (1) year from its original expiration date. If the domain name is not redeemed back during the Redemption Period, BestCert will refund the redemption fees.

## **6. Domain Name Management**

6.1 The User may, through the domain name service platform of BestCert, change the current holder of a domain name to another individual or entity, or change the registration information of a domain name. The User shall be responsible for the authenticity and legality of the aforesaid change of domain name information. If the domain name holder is changed, the User shall further ensure that the new holder agrees with and accepts these Terms of Service.

6.2 BestCert shall provide services relating to change of domain name holder and domain name registration information for the registered domain name only if;

6.2.1 The domain name is in a normal state that is not subject to any dispute and controversy, and is free from any overdue charges;

6.2.2 The domain name has not expired;

6.3 The User may, through the domain name service platform of BestCert, transfer a registered domain name from another Registrar. BestCert shall provide avenue for users to retrieve Auth Code for transfer registrar purpose.

6.4 The User understands and agrees that, BestCert reserves the right to reject or agree to provide services relating to domain name transfers between Registrars in accordance with applicable laws, ICANN policies, Registry policies.

6.5 Domain Name Lock, Hold or Cancellation

6.5.1 The User acknowledges and agrees that, relevant Registry reserves the right to unilaterally reject, cancel and/or transfer the right to any domain name registration, or place a domain name upon lock, suspension or similar status, or cancel (delete) a registered domain name, and will notify

BestCert, through EPP commands, e-mail or telephone, to cancel, transfer, change or lock the domain name:

6.5.2 to maintain the integrity of the domain name registration system, and the stability of its operation;

6.5.3 to comply with any and all applicable laws, government rules or requirements, enforcement requests or any dispute resolution procedures;

6.5.4 to comply with all Internet industry codes developed by competent authority (e.g. RFC) to which the Registry is a member;

6.5.5 to protect the Registry and any and all of its affiliates, subsidiaries, officers, directors and employees, and the officers, directors and employees of its affiliates and subsidiaries against any civil or criminal liabilities;

6.5.6 to correct any operational errors made by the Registry or the Registrar in a domain name registration;

6.5.7 where the User fails to make charges to the Registry;

6.5.8 where the registered domain name is subject to disputes.

6.5.9 The User agrees that BestCert shall, subject to national laws, ICANN policies and competent authority's orders, or the Registry's requirements in line with the applicable laws, policies and orders, take actions against the registered domain name of the User, including but not limited to imposing restrictions on change of registration information, transfer or deletion of domain name, placing the domain name hold:

6.5.9.1 to correct any operational errors made by the Registry or the Registrar in domain name registration;

6.5.9.2 to settle disputes, complaints and disputes relating to domain name registration;

6.5.9.3 to maintain the overall security and the stability of registration management.

6.5.9.4 when the domain name held by the User is subject to judicial proceedings, arbitration proceedings or domain name dispute settlement proceedings and for a period of ten (10) days after a verdict has been delivered (during this period, the User may not apply to change, transfer or cancel the disputed domain name, except where the transferee of such domain name agrees to be bound by the verdict of judicial proceedings, arbitration proceedings or domain name dispute settlement proceedings by written consent).

6.5.10 BestCert has the right to cancel (delete) the registered domain name under the following circumstances:

6.5.10.1 the User or its agent applies to cancel the domain name;

6.5.10.2 the registration information submitted by the User is inauthentic, inaccurate or incomplete, or fails to be updated after the change has taken place;

6.5.10.3 the User fails to pay relevant fees;

6.5.10.4 the registered domain name is required to be cancelled as per the decisions, decisions or orders of the Registry, courts or domain name dispute settlement entities;

6.5.10.5 the registered domain name has violated relevant provisions hereof and/or other applicable laws and regulations.

6.5.10.6 if a domain name registered by the User is canceled or transferred due to breach of any provisions hereof, the domain name fees paid by the User will be non-refundable.

6.5.10.7 If the User makes payment in offline mode, it shall use the same user name as that used when the domain name is being registered, and shall specify the domain name, user name and other information relating to the payment for cross-checking purposes. If, due to the User's failure to comply with the provisions in this section, the domain name has not been registered and/or renewed successfully and/or has been canceled by the Registry, or has been preemptively registered by others, the User shall solely assume the liabilities arising therefrom.

## **7. User Information and Data**

7.1 The User shall ensure that, throughout the registration and the validity of the domain name, the registration information provided shall be authentic, accurate and complete, and free from any false or misleading statements.

7.2 In case any relevant information is to be changed after the registration has been completed, in particular with regard to the management contact, the technical contact or the payment contact (e.g. mailing address, telephone, fax or e-mail, etc.) of such domain name, the User shall, within seven (7) to thirty (30) days after the change of such information (subject to the specific time limit prescribed by relevant Registry), complete information change formalities in accordance with the mode and process displayed on relevant webpages on BestCert's website ([www.bestcert.net](http://www.bestcert.net)).

7.3 Should the User intentionally provide inaccurate or unreliable information, fail to update the information within seven (7) days after the change has taken place, or fail to make any response within fifteen (15) days regarding BestCert's findings on the accuracy of its contact information, the

User shall be deemed to have seriously violated these Terms of Service, and BestCert shall, however, have the right to compel the modification of domain name registration information as per applicable requirements, or take other actions (e.g. place on hold, cancel, transfer the domain names, etc.), if necessary.

7.4 BestCert may, on its own or via a relevant Registry, provide relevant information filled out by the User in course of domain name registration to public databases and publications, to provide Internet users with domain name information directory services. BestCert shall:

7.5 provide specific instructions to the User, when a domain name is being registered, with regard to which information is compulsory and which information is optional, the means by which the User may access or change (if necessary) the stored data, as well as the recipients and the nature of recipients of such data;

7.6 comply with Whois Accuracy Program Specification, conduct regular investigations to validate the accuracy of the domain name information provided by the User and/or at any time, if necessary, and take appropriate actions in accordance with the findings;

7.7 neither permit, authorize nor otherwise give support, via e-mail, telephone or facsimile, to send commercial advertising or mass information dissemination, except for the User and a third party related to the User (including but not limited to the User's existing clients).

7.8 The User acknowledges and agrees that, its personal information and data may be collected, used, disposed and disclosed in the following circumstances:

7.9 without the User's consent, BestCert will not use or disclose to any third party the information and data of the User, except in case where competent administrative or judicial authorities, domain name dispute settlement entities, or a third party who claims for any right against the User, requires, after going through necessary procedures, BestCert to disclose such information and data due to the illegal and/or infringing acts of the User.

## **8. Commitment and Warranty of User**

8.1 Before accepting these Terms of Service and proceeding to domain name registration, the User shall ensure that:

8.2 he/she has acquired all necessary rights required to register and use the domain name, and its acceptance of these Terms of Service or registration of domain name will neither violate any previous agreement entered into by the User, nor place BestCert in any situation of non-compliance and/or breach of any relevant laws or regulations.

8.3 he/she has read the ICANN Consensus Policies and Specifications relating to the Registrant Rights and Responsibilities

(<https://www.icann.org/resources/pages/responsibilities-2014-03-14-en>).

8.4 he/she has read and fully understood the entire Terms of Service, and agreed to pay relevant fees as per all applicable requirements, and assume all obligations of a user.

8.5 in case the User will register a domain name on behalf of a third party, the User shall ensure the third party has understood and agreed to be bound by all the aforesaid obligations. In addition, if the registration information submitted by the User contains the information of the third party, the User shall further ensure that the third party has been informed of, and agreed to use of such information.

8.6 The User undertakes that, when registering the domain name and using the registered domain name for information dissemination and internal purposes, it will abide by all applicable laws and procedures, policies, practices, etc., including but not limited to:

8.7 all policies in force that are issued by ICANN. Should any term of such policies be inconsistent with these Terms of Service, the policies released by ICANN shall prevail.

8.8 all applicable laws and regulations, management policies and regulations (e.g. users intending to register domestic domain names shall abide by the Measures for the Administration of Internet Domain Names of China, the China Internet Network Information Center (CNNIC) Implementing Rules of Domain Name Registration, etc.).

8.9 if required by competent Registry, the User shall also comply with: (including but not limited to) applicable laws relating to privacy, data collection and consumer protection (including misleading and deceptive conduct); laws relating to fair lending, debt collection and organic agriculture (where applicable), and data disclosure and financial regulations; and other relevant laws, regulations, administrative rules and national policies. If the User is collecting and storing sensitive medical and financial data, the User must also comply with applicable laws on the provision of such services and take appropriate and reasonable security measures according to the industry requirements and/or best standards.

8.10 With respect to gTLD, the User shall comply with the Uniform Dispute Resolution Policy (UDRP), and with respect to new gTLD, the User shall also be subject to the Uniform Rapid Suspension System (URS);

8.11 With respect to ccTLD, the User shall abide by the Domain Name Dispute Resolution Mechanism as required by competent Registry. For example, as to the domestic domain names in China, the User shall be subject to the Measures for CNNIC National Top-Level Domain Name Dispute Resolution.

8.12 The registration of the domain name should neither infringe upon the rights of any third party, nor be involved in any malicious or any illegal purpose; and the usage of the domain name will not violate any applicable laws and regulations.

8.13 The User shall not use the registered domain name to make, copy, publish or disseminate any information prohibited by any laws and regulations. The User further warrants that, the use of the domain name will not involve the distribution of malware, botnets, phishing, piracy, trademark or intellectual property infringement, fraudulent or deceptive practices, counterfeiting, spam e-mails or otherwise engage in activity contrary to any applicable laws and regulations.

8.14 The registration of the domain name and the direct or indirect usage of the domain name by the User shall not infringe upon the legal rights of others (including but not limited to others' name rights, trademark rights and domain name rights).

## **9. Service Term and Termination**

9.1 Except as set out in herein, BestCert will continue to provide the User with domain name services, and the service term shall be equal to the validity period of the registered domain name of the User.

9.2 BestCert shall have the right to immediately terminate the services under any of the following circumstances:

9.3 The User has transferred the domain name away from BestCert to a other service providers.

9.4 The domain name has expired as the User has failed to make payment as per the schedule;

9.5 The User does not exist or has been cancelled, and there is no successor;

9.6 BestCert discovers that the User had completed domain name registration by using deception or illegal means;

9.7 The Registry has terminated the services, or has notified BestCert to terminate the services;

9.8 BestCert terminates the services due to the User's violation of these Terms of Service;

9.9 BestCert terminates the services pursuant to the verdicts, notices and other orders issued by competent authorities/judicial authorities (including but not limited to courts, domain name arbitration entities, etc.);

9.10 BestCert terminates the Services if, in its sole opinion, the User has infringed upon the rights of others, or has conducted illegal acts in violation of national and local laws and regulations;

9.11 In view of the interdependence of network security technologies and the unpredictability of user behaviors, BestCert may suspend or terminate the Services if the User's domain name has caused BestCert's domain name resolution server to suffer from computer virus, network intrusion and attack (including but not limited to DDOS) and/or other matters or acts endangering network security, which have damaged or may cause damage to other parties.

## **10. Disclaimers and Limitation of Liabilities**

10.1 The User acknowledges and agrees that:

10.1.1 to the fullest extent permitted by law, it shall indemnify, defend and hold harmless the Registry, its designated entities and their subcontractors, BestCert and its related entities, and their respective directors, officers, employees, agents and affiliates, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the registration and use of domain name by the User. This indemnification obligation shall survive the termination or expiration of these Terms of Service without limitation in time.

10.1.2 The User understands and agrees that BestCert shall be exempted from losses to the User under the following circumstances:

10.1.2.1 Force Majeure. In no event shall the BestCert be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

10.1.2.2 In view of the characteristics of the Internet, BestCert shall not be liable for losses suffered by the User due to hacker attacks, Internet connectivity disruption or system failure, communication outage caused by telecommunication department and other reasons not solely and directly caused by BestCert.

10.2 After the registration of domain name has been completed, if the registered domain name is lost or cancelled due to the fault of BestCert, and the User has therefore suffered losses, BestCert's total liabilities shall not exceed the annual management fees paid by the User to BestCert for the domain name in that year. BestCert is not liable for any direct or indirect loss, loss of business opportunities, loss of profits, infringement, other intangible loss, or any loss suffered by the User based on any contract or agreement between the User and any third parties.

## 11. GOVERNING LAW

These Terms will be governed by the China Laws without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and BestCert agree to submit to the personal and exclusive jurisdiction of the state located within XiaMen City, Fujian Province, China for the purpose of litigating all such disputes.

## 12. Miscellaneous

In case there is any conflict or inconsistency between these Terms of Service and any agreement entered into by the parties, or any statement made by BestCert, these Terms of Service shall prevail.

The User further acknowledges that it has read, understood and agreed to the entire Terms of Service, and intends to officially proceed to online domain name registration pursuant to the terms and conditions prescribed above.