

# General Terms and Conditions for RCODEZERO DNS Services

provided by ipcom GmbH  
(hereinafter referred to as ipcom) – Terms 2017 / Version 1.3, November 01, 2017

These General Terms and Conditions apply to all services covered in this document and provided by ipcom for its contract partners, even in cases where these terms are not specifically mentioned. The current version of the General Terms and Conditions applicable to contractual relationships with ipcom can be retrieved from [www.rcodezero.at/terms](http://www.rcodezero.at/terms).

All services offered by ipcom under these General Terms and Conditions are intended exclusively for business undertakings as de-fined in Austrian consumer protection legislation. ipcom will therefore not enter into contracts with consumers pursuant to the Austrian Consumer Protection Act (KSchG). In concluding the agreement, the User explicitly declares that the services will be used exclusively for the purposes of his/her business undertaking.

These General Terms and Conditions are subject to change by ipcom at any time; such changes will also apply to previously existing contractual relationships. The current version of these General Terms and Conditions can be retrieved from the ipcom web site and will be sent to the e-mail address indicated by the User 14 days before each new version comes into effect.

ipcom can be reached by e-mail at [rcodezero@ipcom.at](mailto:rcodezero@ipcom.at) or by conventional mail at the address Karlsplatz 1/2/9, A-1010 Vienna, Austria. Further information can be found on ipcom's website ([www.ipcom.at](http://www.ipcom.at)).

## 1 Definitions, description of services and subject matter

### 1.1 Definitions

- Anycast name server: Anycast name servers support the connection of the same IP address to the Internet via multiple globally distributed locations.
- Master DNS: refers to an authoritative name server, which is responsible for a particular zone. On such a name server the resource records of the respective zone are configured.
- Secondary DNS: replicates zones from the master DNS to the anycast DNS name servers.
- Dedicated IP address: An IP address used exclusively by a single user.
- DNSSEC (= Domain Name System Security Extensions) refers to a security extension for the Domain Name System (=DNS). DNSSEC uses cryptographic signatures to verify the authenticity and integrity of DNS responses.
- User: Contracting party for whom ipcom makes anycast DNS services available on the basis of these General Terms and Conditions.

### 1.2 Description of services

ipcom operates multiple instances of name servers and makes anycast DNS services available. Along with the anycast name servers, ipcom reserves the right to use unicast name servers to provide this service. TLD zone hosting is not possible under this agreement.

### 1.3 Subject matter

- a) ipcom and the User agree that ipcom will provide secondary DNS services for the zones to be named by the User for the duration of the agreement. In addition, ipcom provides upon request master DNS services, which the user has to configure and manage independently via the user account.
- b) In addition, the User may have some or all of his/her notified zones signed by ipcom using DNSSEC. At present, this is only possible for zones that do not use the master DNS services (see point 1.3 a) last sentence above). ipcom also offers users the possibility of operating anycast services at a dedicated IP address.
- c) ipcom offers the User various services which differ in terms of their scope of services and pricing; these services are described in the product description (see [www.rcodezero.at/anycast-dns](http://www.rcodezero.at/anycast-dns)), which forms an integral part of this agreement. ipcom is entitled to make appropriate amendments to this product description at any time. Such amendments will take effect upon de-livery of the notification to the User (including delivery by e-mail); the period preceding entry into effect shall generally be 14 days unless there is an important reason to implement such changes immediately.
- d) The User shall make use of all services under this agreement, in particular the selection of the desired product, by way of the User's administration of the online account made available by ipcom (cf. additional information in Section 6 of these General Terms and Conditions). The User can, at any time, use this account to switch (i.e. upgrade) from the product currently selected to a product with a broader scope of services; downgrades are not possible using the online account.
- e) Should the User decide to use one or both of ipcom's optional services listed in Section 1.3.a) of these General Terms and Conditions (where included in the scope of services according to the product description), the additional provisions under Sections 4 and 5 of these General Terms and Conditions shall apply in addition to the general provisions of this agreement.

## 2 General

- a) ipcom shall be responsible for the execution, operation, security and monitoring of the service offered, and will intervene as quickly as possible when irregularities arise. The User hereby acknowledges and agrees that ipcom is authorized to use the services of third-party enterprises without obtaining the User's consent.
- b) The current list of name server locations operated by ipcom can be found on the website (see [www.rcodezero.at](http://www.rcodezero.at)).
- c) The provisions governing the availability of all services provided by ipcom under this agreement as well as the terms regarding disruptions of those services are agreed upon by the contracting parties in Section 7 of these General Terms and Conditions (Service Level Agreement).
- d) ipcom shall have the right to deny the User the name service partly or entirely, but only as long as necessary if the stability of the service is or could be endangered by the User's zones. Should the problem be limited to a certain zone, ipcom will partly or entirely deny service for that zone only. The User will be notified of any such actions immediately by e-mail.
- e) The contracting parties mutually undertake to use any and all information, especially data, exchanged or conveyed by the other party under this agreement only for the agreed purpose, not to disclose such information to third parties, and not to allow third parties to use such

information. Moreover, each party undertakes to take all measures necessary in order to prevent such information and data from becoming known to third parties and from being used by third parties.

### 3 Duties of the User

- a) In using ipcom's name service, the User alone shall be responsible for the master DNS zones he has created and the secondary DNS zones. This applies in particular to configurations made by him and the data contained therein. The User hereby confirms that s/he has the power of disposal over all of the data in question.
- b) The User must have the technical and other capabilities necessary in order to use these services.
- c) In the case of attacks on the User, on ipcom or on name servers where such attacks endanger or could endanger the stability of the services offered by ipcom, the User shall be obliged to take all possible and reasonable measures in his/her power in order to eliminate or at least mitigate the effects of the attack on ipcom.
- d) In addition, in the case of errors or problems not covered by Section 3.c), the User shall also be obliged to respond within 4 hours after being informed of such errors or problems by ipcom in order to ensure that any and all negative effects on the services offered by ipcom are eliminated or at least mitigated. Should the User fail to respond (or fail to respond in a qualified manner), ipcom shall be authorized to temporarily deny the name service partly or entirely.
- e) The User shall be obliged to settle any unpaid claims invoiced by ipcom for the provision of services in accordance with Section 6.3 of these General Terms and Conditions within the specified period.
- f) The User undertakes to maintain the confidentiality of all access codes and data made available by ipcom and to take all possible and reasonable data backup measures in this regard.

### 4 Provision of a DNSSEC signing service

- a) In addition to the name services governed by these General Terms and Conditions, ipcom also offers a service (note exception according to the regulation under point 1.3 a) last sentence) which enables some or all of the zones already administered by ipcom to be signed using DNSSEC. This service is made available by ipcom free of charge.
- b) In order to use this optional service, the User must notify ipcom of the zone(s) to be signed by indicating them via the administrative functions in his/her online account. Therefore, the User may, at any time, activate or deactivate the DNSSEC signing service free of charge for some or all of the zones notified.
- c) When the DNSSEC signing service is activated, ipcom shall handle the necessary administration (generation, deletion and secure storage) of keys and the signing of the zone.
- d) The User himself/herself shall be responsible for publishing, changing and removing the public key in the parent zone. ipcom shall make the necessary information available to the User for this purpose.
- e) The User hereby acknowledges that, as a basic prerequisite for effective termination of the signing service, the User must first remove the relevant public key published in the parent zone and then notify ipcom of the deactivation of the signing service for the zone to be deleted.

## 5 Operation of dedicated IP addresses

- a) In addition to the name services governed by these General Terms and Conditions, ipcom also offers the option of employing dedicated IP addresses for the name service. Dedicated IP addresses can be made available by the User himself/herself or by ipcom.
- b) In cases where the User employs IP addresses from the ipcom address range, the contracting parties agree that ipcom will make such IP addresses available exclusively to the User.
- c) In order to use this optional service, the User must request the service and inform ipcom whether s/he plans to provide the IP addresses himself/herself or to use ipcom's addresses. In the latter case, ipcom will make the IP addresses available to the User only for the time in which the User makes use of this service. After termination of the agreement, the User must refrain from any further use of those IP addresses.

## 6 Administrative process

### 6.1 Creation of an online account

Before using ipcom's services pursuant to the agreement, clients are required to set up a user account at <https://my.rcodezero.at>.

The User is to submit all of the information required in the web-based form completely and accurately. In the case of changes in the data to be entered (in particular the expiration of credit card information entered by the User), the User is to notify ipcom without delay via his/her online account. Messages from ipcom, in particular information and contract related messages, will be considered to have been delivered when sent to the most recent (e-mail) address indicated by the User. All data provided and exchanged in the contracting parties' business relationship will be processed by ipcom for the purposes of administration and billing.

In cases of suspected misuse of ipcom's services, ipcom reserves the right to refuse the setup of an online account or to block an online account.

### 6.2 Use of services

In order to make use of ipcom's services, the User shall be required to create an online account (see Section 6.1 of these General Terms and Conditions) and to use the administrative functions of that online account to communicate which product and services s/he wishes to use. In addition, the User shall be required to provide all information necessary for the provision of the services.

### 6.3 Prices and billing

- a) The current prices of each product and ipcom's various services can be found at [www.rcodezero.at/anycast-dns](http://www.rcodezero.at/anycast-dns).
- b) ipcom will invoice these fees to the User on a monthly basis (in the first month: on a pro rata basis), and the fees are to be paid to ipcom within 14 days of submission of the invoice, which will take place after each month in which the service is used. ipcom will subsequently charge the amount outstanding to the User's credit card. Objections to the amounts charged to the User's credit card are to be submitted in writing (by e-mail or conventional mail) within 10 days, otherwise the debit shall be considered accepted. Invoices may be presented in printed or electronic form via the User's online account.
- c) By entering his/her credit card information, the User authorizes ipcom to charge the invoiced amounts to his/her credit card. Moreover, the User is obliged to ensure that sufficient credit is available and that ipcom is able to charge those amounts successfully. The User is also

obliged to provide ipcom with new credit card data at least 4 weeks prior to the expiration of the credit card. The User shall be obliged to reimburse ipcom without delay for any and all necessary costs (reminder charges actually incurred and necessary for the assertion of legal rights, funds transfer charges and default interest at the legally defined rate) arising from the failure of debit attempts (e.g. due to insufficient credit or the expiration of the credit card). Moreover, ipcom shall have the right to discontinue all of the User's services temporarily or, in the case of repeated violations, to effect extraordinary termination of this agreement in accordance with Section 10.a) of these General Terms and Conditions.

- d) The offsetting of ipcom's claims against unpaid receivables from ipcom and the withholding of payments due to alleged defects not recognized as such by ipcom shall not be permitted. In the case of price increases which ipcom announces to the User by e-mail at least 14 days before they take effect, the User shall have the right to terminate the contract with immediate effect at any time up to and including the last day before the price increase takes effect.
- e) In cases where the User makes use of special support or advisory services, in particular those resulting from the User's lack of technical capabilities, ipcom shall have the right to charge the User for the additional expense of technical staff as described in the product description (see <http://www.rcodezero.at/anycast-dns>). Before providing such services, ipcom will inform the User explicitly that costs will be incurred.
- f) In cases where the User upgrades his/her services in accordance with the provisions of Section 1.3.c) of these General Terms and Conditions, ipcom will charge the User for the services on a pro rata basis.
- g) For the first 30 days after the initial creation of the User's online account, the name services will be made available to the User free of charge for testing purposes. During this trial period, ipcom shall have the right to block access to the service in question at any time in the case of misuse and the like; at the same time, the provisions of Section 7 of these General Terms and Conditions shall not be applicable during that period. In addition, both contracting parties shall have the right to terminate this agreement with immediate effect and without advance notice at any time during the 30-day trial period. Once the trial period has ended the contractual relationship (unless terminated) between ipcom and the User will automatically become a conventional paid contractual relationship without the need for a specific declaration to this effect.

## 7 Service level agreement (SLA)

### 7.1 Availability and maintenance windows

- a) ipcom makes great technical effort to achieve maximum availability of the name server locations offered by ipcom.
- b) In the case of maintenance activities, which may be carried out by ipcom at any time, the availability of the name services in question may be reduced. Technically necessary maintenance activities which ipcom announces to the User in advance shall not lead to a reduction in the fee to be paid as long as at least two locations remain available. Scheduled maintenance activities will be announced at least one week in advance, while unscheduled maintenance activities (e.g., security-critical software updates) will be announced at least four hours in advance unless some imminent danger makes it necessary to act without delay. The provisions of this paragraph do not apply to maintenance activities, which can be performed without a noticeable reduction in availability.

## 7.2 Failure to attain availability levels

Should the monthly availability of the name server locations offered by ipcom fall below 50%, the User shall have the right to a reduction of the prices to be paid as follows, with any compensation to be paid by ipcom being limited to the monthly fee paid for the service:

- a) For each failure to attain the defined level of availability, the User shall be granted compensation for reduced availability in the amount of 10% of the monthly fee to be paid. Should the service remain unavailable for longer than one hour, each additional hour will be counted as an additional failure.
- b) Any claims pursuant to Section 7.2.a) of these, General Terms and Conditions must be asserted by the User in writing within 10 days of submission of the invoice.
- c) In the case of such a failure, ipcom will inform the User as quickly as possible after the failure becomes known, in any case with-in 4 hours during ipcom's business hours, using the emergency e-mail address provided by the User.

## 7.3 Special agreement for DoS or DDoS attacks

In the case of reduced availability or complete unavailability of the name services provided by ipcom due to targeted attacks on the User or ipcom based on the User's zones, or due to a third party's deliberate misuse of the services provided under the agreement, the contracting parties agree that the provisions stipulated in Section 7.2 of these General Terms and Conditions shall not apply. ipcom will, of course, make every effort to maintain the name service wherever possible.

## 7.4 Miscellaneous

- a) ipcom's technical support staff is available for qualified inquiries during ipcom's business hours (Monday to Friday from 8:00 am to 6:00 pm CET, except on legal holidays in Austria).
- b) In cases where all of the name server locations provided by ipcom fail, ipcom will inform the User as quickly as possible once the failure becomes known by sending a message to the emergency e-mail address provided by the User.
- c) In the case of failures – especially total failures – ipcom shall be obliged to make special efforts to remedy the situation as quickly as possible.

## 8 Liability

- a) The contracting parties shall not be held liable – regardless of the underlying legal reasons – for mild negligence or for indirect damage, consequential damage (including lost profits), costs of replacement, or property damage, even in cases where the contracting parties were informed about the possibility of such damage.
- b) In all other cases, the contracting parties' liability for damage each year shall be limited to twice the fees paid to ipcom by the User over the 12 months prior to the time at which the damage incurred. ipcom shall not be held liable for the recovery of any data destroyed.
- c) ipcom shall not be held liable for the data received from the User on the basis of this agreement or for the use of such data. The contracting parties explicitly acknowledge that ipcom shall not be obliged to review the content of data provided by the User (or changed by the User at any later point in time). The User explicitly agrees to indemnify ipcom against any third-party claims on the basis of this data.
- d) ipcom shall not be held liable for delays in fulfilment or for non-fulfilment in cases where unforeseen circumstances or causes exist which cannot be reasonably controlled by ipcom or third-party enterprises commissioned by ipcom. Moreover, no damage claims due to force majeure pursuant to Section 12.b) of these General Terms and Conditions shall be permitted.

## 9 Duration and ordinary termination of the agreement

- a) The agreement will be concluded upon the User's creation of an online account and will remain valid for an indefinite period of time.
- b) The agreement may be terminated by the User in writing (at least by e-mail) with due adherence to a one-month notice period, and by ipcom with due adherence to a three-month notice period. Such notice can only be given at the end of each calendar month. ipcom will inform the User of the termination by e-mail using the most recent address indicated under "General Contact Person (User)".

## 10 Extraordinary termination of the agreement

This agreement can be terminated with immediate effect by either party for important reasons without adherence to a notice period. In addition to the reasons explicitly mentioned in this agreement, important reasons which justify extraordinary termination include the following in particular:

- a) Repeated failure to meet financial obligations, especially in the case of failure to effect payment in accordance with Section 6.3 of this agreement;
- b) Price increases on the part of ipcom in accordance with the provisions of Section 6.3 d) of these General Terms and Conditions.
- c) Changes in the General Terms and Conditions or in the services on the part of ipcom, in particular due to changes in the product description according to the provisions of Section 1.3 b) of these General Terms and Conditions where such changes bring about a substantial deterioration of the services for the User or render the services useless to the User.
- d) Wilful or grossly negligent misconduct on the part of an employee of one contracting party which incurs damage to the other contracting party;
- e) Repeated attacks on the User, ipcom or the name servers due to the zones of the User where such attacks endanger or could endanger the stability of the services;
- f) Availability of less than 50% of the name server locations offered by ipcom for a period of 72 hours or more.
- g) Repeated violations of material provisions of this agreement by the other contracting party.

Should this agreement be dissolved, ipcom shall have the right and obligation to destroy all data transmitted by the User, unless otherwise specified by legal retention periods. In addition, in the case of extraordinary termination, any fees will be charged on a pro rata basis, with the last day of service to be used as the cut-off date for calculation.

## 11 Applicable law, jurisdiction

This agreement shall be governed by Austrian law, with the exception of the principles regarding conflicts of law under private inter-national law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any and all disputes arising from this agreement with users incorporated in Austria shall be subject to the jurisdiction of the Vienna Commercial Court or the Vienna District Commercial Court for district court proceedings. In the case of users incorporated in other countries, ipcom shall have the right to file suit with the materially competent court in Vienna as well as any other materially competent, geographically relevant court. However, suits against ipcom can only be filed at the court competent for commercial matters in Vienna.

## 12 Miscellaneous provisions

- a) Should one or more of the provisions in this agreement be ineffective, invalid or overturned, the validity of the remaining provisions shall not be affected. The invalid, ineffective or overturned clause will then be replaced by a clause which most closely reflects the economic intentions of these General Terms and Conditions.
- b) In cases where force majeure causes a disruption of the services, the contracting parties will be relieved of their obligations under this agreement for the duration of the disruption. Should the provision of the service be prevented entirely and on a continuing basis in cases of force majeure, the contracting parties shall have the right to effect an extraordinary termination of this agreement. Should a case of force majeure arise, ipcom will inform the User accordingly.
- c) Any and all services of ipcom will be provided only according to the provisions of these General Terms and Conditions. The contracting parties explicitly agree that the User's General Terms and Conditions cannot be made applicable to this agreement.
- d) Ancillary agreements, supplements and changes to this agreement shall require the consent of both contracting parties in order to take effect and can only be made in writing; this also applies to agreements to deviate from the requirement of written form.

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