

Terms of Service

Terms and regulation of the services offered by Keliweb

Domains

The Customer acknowledges that the Keliweb.it services are offered by Keliweb s.r.l. Single-member private limited Liability company (hereinafter only Keliweb) through the internet and therefore with methods as described online, under the following conditions:

1. Statements and assumptions of responsibility

The Customer acknowledges and accepts:

- that domains .eu and .it can be registered only and exclusively by natural or legal persons resident in the European Union;
- that for domains .es there is no limitation concerning the subjects who request their registration, however it is possible to make changes to ownership of the domain or requests to transfer a domain from another Registrar to Keliweb by filling in the specific documentation provided upon request. For all extensions, except domains .it, it is specified that it is not possible to request registration of domains containing accents or particular characters;
- to have legal title to the use of the requested domain name and not to infringe, with this request, the rights of third parties;
- to be aware of and to accept that in the event of an erroneous or false declaration in the present request, the Register will proceed to the immediate revocation of the domain name, except for any wider legal action. In this case the revocation cannot in any way give rise to requests for compensation from the Register;
- to release the Register from any liability deriving from the assignment and use of the domain name by the applicant;
- to accept the Italian jurisdiction and the laws of the Italian State Ordinance.

2. Domain name registration / transfer rules

Keliweb proceeds with the registration of the domain names strictly respecting the chronological order of the requests received, provided they are assisted by the receipt by Keliweb of the confirmation about the payment of the service cost, issued by the Body identified as competent to carry out the operation, and from the documentation required by these General Terms and Conditions.

It is understood that:

- Keliweb assumes the obligation of means and not of result, therefore the successful outcome of the registration request is subject to its acceptance by the competent Registration Authorities;
- domain names that are free by a first check may actually not be, as they are already in the registration phase but have not yet been entered in the Authorities database, therefore the Customer accepts from now on to release Keliweb from any responsibility and / or request compensation for such circumstances;
- Keliweb is not responsible and cannot under any circumstances take responsibility for resolving disputes arising from the assignment of a domain name, as well as any modification made by the Authorities to the registration procedures or to the related Naming rules;
- Keliweb is not obliged to know or check the existence of any copyright, trademark, etc. on the domain name whose registration or transfer is requested by the Customer, which now for then releases Keliweb from any involvement and / or responsibility in this regard.

3. Customer charges

In order for the process of registration or transfer of the domain to be successful, the Customer must perform the procedures described in our Assistance site, which vary according to the type of request, provide correct and truthful data and produce the necessary documents. In the event of a request to transfer a domain .it, the Customer must provide the authorization code, also called EPP Code, in order to transfer the domain. In the event of a request to change ownership of a domain .it, the Parties (Transferor and Assignee) are required to complete and send a pre-printed form, which will be requested to our support via Ticket system; In the event of a request to transfer a domain with an extension other than .it, the Customer is required to respond to the transfer confirmation e-mail sent by the competent Registration Authority to the e-mail address indicated in the information relating to the registrant contact of the domain. If the Customer does not remember this e-mail address, he can still find it by searching through the Whois service of the competent Registration Authority on the domain

name data.c) Accepts, now by then, to take on all related risks; In the event that the registration or transfer or renewal procedure is not successful for reasons not attributable to Keliweb (by way of example but not exhaustive: because the data provided by the Customer are not exact, or are discrepant with respect to those sent by the Customer to Keliweb, or the Customer does not accept the transfer by clicking on the link received by email from the competent Authority, or Keliweb is unable to set off a payment for a specific service as not specified in the purpose of the payment), Keliweb, in the exclusive Customer's interest, reserves the right to repeat the registration or transfer or renewal operation. Notwithstanding the foregoing, after 12 (twelve) months from the date of payment, if the conditions that caused the blocking of the procedure are unchanged, the same will be deemed expired and Keliweb will withhold the sum paid by the Customer as reimbursement of expenses incurred.

Upon successful completion of the procedure described above, the Customer will be the legitimate holder of the chosen domain name, and will remain solely responsible for its use and contents. The Customer, in any case, will be required to check within 15 days from the date of activation of the web space the accuracy of his data in the database of the competent Authority for the chosen extension; in the event that within this period the Customer does not raise any exception regarding the correctness of his data, these will be considered correct.

4. Termination of the Contract in the event of domain transfer

4.1

If the domain is transferred to another provider / registrar, the contract will cease to be effective at the end of the transfer procedure; any web space and in any case all services connected to the domain name will remain active unless explicitly requested for cancellation, any reimbursement by Keliweb to the customer for the unused period being explicitly excluded.

4.2

The registration or transfer of a domain, once completed, does not provide for the withdrawal of the contract in the event of a change of mind of the Customer as it is an irreversible operation. Therefore any refund provided by Keliweb to the Customer is explicitly excluded.

5. Maintenance of the domain name after the expiry date

All domains managed by Keliweb will have to be renewed no later than the expiry date. In case of late renewal, recovery costs will be applied which depend on the domain itself. In the case of **.it** domains, the recovery cost will be € 5.00 + VAT for the first 15 days following the expiry date. Up to 30 days the domain will be recoverable with an additional payment of € 29.00. In the case of **.eu** domains, the recovery cost will be up to a maximum of € 29.00 +VAT. Up to 30 days the domain will be recoverable with an additional payment of € 29.00. In the case of **.com** domains, the recovery cost may vary from € 99.00 up to € 299.00 +VAT charges within 30 days of expiry. For all other extensions, refer to the respective guidelines of the competent registers. The Customer acknowledges and agrees that, in the absence of renewal (in the manner indicated above), Keliweb nevertheless reserves the right at its discretion to renew the maintenance of the domain for one or more years while keeping the registration data unchanged. It is understood that in this case, however, all the services associated with the domain will be deactivated (by way of example but not limited to: hosting, e-mail, any additional services) and a web page containing advertising messages will be inserted in place of the domain home page. The Customer will be able to regain the availability of the domain and related services, with the methods and contractual conditions published on the site [https:// www.keliweb.it](https://www.keliweb.it) and the contract will always have the duration selected in the order, but in any case, the first year will be equal to the period remaining until the domain expiration date with the Registration Authority. In this case, the customer acknowledges and accepts that Keliweb does not guarantee the conservation of the content of the web space, therefore the customer indemnifies Keliweb, now for then, from any direct and indirect liability, for any partial or total loss of data, information and content allocated at the time of the expiry of the contract on the site corresponding to the domain name in question. However, the Client's right to request the cancellation of the domain name at any time by expressly informing the writer, at Via Bartolomeo Diaz 35, by registered letter with return receipt, remains unaffected. or via Pec at the address keliweb@kelipec.it with a copy of an identity document and all the documentation necessary for the cancellation of the domain at the competent Registration Authority based on the selected extension. Once a domain has expired at Keliweb, it can no longer be transferred nor will it be possible to request the migration code required for its transfer.

6. Renewal of a Domain Name

The renewal of a domain name must take place by the expiry date. After the expiry date, reference must be made to the specifications that each Register applies based on the specific extension. Some extensions require renewal ahead of their expiration date. It will therefore be the customer's responsibility to check the terms by which the domain will be renewed and contact Keliweb in order to proceed with the renewal of the domain name within the set times by applying penalty costs for renewals made after the expiry of the domain name. As regards generic extensions, the competent Registers provide for penalties after 30 days from the expiry date. These penalties will be charged to the customer who will have to pay this sum at the same time as the renewal of the domain. Keliweb reserves the right to change the cost of renewing domain extensions as a result of events beyond its control (for example, inflation or an increase in management costs by the Registrars responsible for certain extensions). In any case, the Customer will be notified in advance about the cost changes.

Customers can independently choose whether to renew their domains via pre-paid credit directly from their customer area.

The customer can activate the credit payment only if he has sufficient credit, or to deactivate the credit payment at any time.

If the customer does not have sufficient credit during the domain renewal, he will be notified by email.

7. Change of Domain Heading Data

Changing the heading data of a domain with the extension .IT, .COM, .ORG, .NET or OTHER GENERIC EXTENSION has a cost of 9€ + VAT. To make the same operation on domains with new gTLD extensions, it is necessary to request a personalized quote from our administrative department by sending a request to the address amministrazione@keliweb.it. The customer can request the change of the header data of his domain directly from his customer area. Here he will have to download the dedicated module which, once completed in all its parts, must be signed both by the current and the new holder and provided with valid id documents of both subjects.

8. Responsibility of Keliweb

In case of non-renewal of the registration of the domain name for reasons attributable to Keliweb, the latter undertakes to pay the Customer a penalty equal to the sum paid by the Customer for the request to renew the domain name. The customer thus agrees to waive any further claims for damages.

9. Consent to the processing of personal data for registration purposes

The interested party, having read the aforementioned information, gives consent to the processing of the mandatory information for registration purposes, as defined in the aforementioned information.

The provision of data is optional, but in the case of non-consent it will not be possible to register, assign and manage the domain name.

10. Information and consent to the processing of personal data for diffusion and accessibility via Internet

The interested party, having read the above information, gives consent to the dissemination and accessibility via Internet, as defined in the information above.

The conferment is optional and the lack of consent does not allow the diffusion and accessibility via Internet of the relative data.

11. Information and acquisition of consent for the purposes of processing the data for the registration of the domain name and for visibility on Internet

Information pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (hereinafter referred to as EU Reg. 2016/679).

The data controller and data processor is Keliweb s.r.l. Single-member private limited Liability company.

To carry out the activities to which this information refers:

a. Collection purpose

The personal data of the Registrant are collected for the purpose of registering and managing the domain name.

b. Data collection and processing methods

The processing takes place, by our authorized personnel, through automated tools in compliance with current legislation and in accordance with the principles of correctness, lawfulness, transparency, protection of your privacy and your rights, for the time strictly necessary to use the service. Our computer system is structured to prevent data loss, illicit or incorrect use and unauthorized access.

c. Consequences in case of refusal

The informations collected will be processed for administrative and accounting management, protection of rights, and other purposes related to the registration, management, dispute, transfer and cancellation of the domain name, as well as to comply with legal obligations, regulations or legislation, and communicated to third parties for ancillary or necessary activities for the purpose of carrying out the aforementioned purposes. The collection of personal data supplied by you is necessary for the execution of the service offered. Failure or partial provision of the requested personal data renders the service non-deliverable.

Consent to the diffusion and accessibility of personal data is not provided in cases where the data must be made public in order to fulfill legal obligations.

d. Subjects to whom data can be communicated

Your data will be used to execute the contract and carry out the related technical, administrative, accounting, statistical and research activities. The data communicated will be solely those strictly necessary for the execution of the requested service. The communication of such data is mandatory in order to carry out the services offered to you. The data will not be used and communicated to third parties for marketing or direct marketing activities. Your data will in no way be disclosed to third parties without your prior and specific consent, however they may be made available to the Judicial Authority, if requested.

e. Data transfer to a third country or international organizations

Your data may be transferred to non-EU third countries, in compliance with current legislation.

f. Duration of storage of personal data

Your personal data will be stored for the time deemed useful for the performance of the service requested or for the management of subsequent administrative and accounting activities.

g. Rights of the Registrant and revocation of the consent given:

- Right of access (art. 15 - EU Reg. 2016/679): the right of access provides in any case the right to receive a copy of the personal data being processed. These include the expected storage period or, if this is not possible, the criteria used to define this period, as well as the guarantees applied in the event of transfer of data to third countries.
- Right to data portability (art. 20 - EU Reg. 2016/679): The Registrant has the right to request at any time that their data be transferred using automated procedures.
- At any time you can also revoke the consent given through this information. In these cases, the service offered will no longer be payable.

The exercise of the aforementioned rights may be exercised through a request addressed to Keliweb which from time to time manages the contractual relationship with the Registrant.

Acceptance of terms of service relating to the “Domains” category

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Customer, after taking careful and specific knowledge and vision, approves and expressly accepts the following clauses:

1. Declarations and assumptions of responsibility
2. Domain name registration / transfer rules
3. Customer charges
4. Termination of the Contract in case of transfer of the domain
5. Maintenance of the domain name after the deadline
6. Responsibility of Keliweb