

PTHOST4U 4TE

1.1 All words or expressions listed below shall be construed according to the respective meaning:

Description	Name
RRTD	Registration, Renewal and Transfer of Domains;
RD	Domain Registration;
RnD	Domain Renewal;
TD	Domain Transfer;
TLD	Domain Extension;
ccTLD	Country Domain Extensions;
gTLD	Generic Domain Extensions;
ngTLD	New Domain Extensions;
.pt	All domains with the extension .pt (including, .com.pt; .name.pt; etc) AUP - Acceptable Use Policy;
AUP	Acceptable use policy;
GC	PThost4u's General Conditions of Service, published on its website;
CE/RRTD	Specific Conditions of registration, renewal and transfer of domains;
myPThost4u	Private area for service management, customer data, billing, etc;
Registrar	Official body promoting the registration of domains;
Authcode ou EPP code	Code that the Registrar allocates when a Domain is registered. This code is like a password, ensuring that only the holder of the domain may transfer it

- 1.2 These conditions should be attached and combined with the general conditions of service, hereinafter GC, specific service conditions and Acceptable Use Policy, hereinafter AUP.
- 1.3 If the combination of these specific hereinafter CE/RRTD, and the GC result in contradictions, the former shall prevail over the latter, thus safeguarding the specific nature of the RRTD service.



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- 2 Reading, acceptance and compliance with these CE/RRTD does not exempt the CONTRACTING PARTY from the obligation to consult and comply with the specific rules of registration, renewal and transfer of domains in their respective TLDs.
- 3 Subject and Object:
- 3.1 These CE/RRTD are legally intended to govern the terms and conditions under which the provision of the RRTD occurs by PThost4u and subscriber to the services, hereinafter called the CONTRACTING PARTY.
- 3.2 Under these specific conditions, the Service(s) contracted shall be the RRTD subscribed to by the CONTRACTING PARTY on PThost4u's online page, which shall be added to its record in the customer area.
- 3.3 With the confirmation of the subscription form, the CONTRACTING PARTY expressly accepts, without reservation or qualification, any and all of these clauses, the GC and the AUP.
- 3.4 Payment for the renewal of the RRTD shall be considered as acceptance, without reservations and qualifications, of these clauses, the GC and the AUP, renewal being established under these special conditions and keeping the same duration.
- 4 Provision of the service:
- 4.1 The customer will, in due course, create a customer form or provide an existing one, to which the SERVICE(s) herein contracted will be added.
- 4.2 In relation to the customer area, the processes for access and management will be established in the GC, except in the case of any particular specificity which should be expressly indicated to the CONTRACTING PARTY.
- 4.3 The service and support provided to the CONTRACTING PARTY shall be governed by the terms of the GC. Support shall be provided 24/7 through the helpdesk and by email, phone (weekdays from 9:00 a.m. to 8:00 p.m.) and online support via our website.
- 4.4 PThost4u does not guarantee the security of the Internet and assumes no responsibility for information, software, services, or any other materials which the CONTRACTING PARTY may obtain via the internet, except those under the contract with PThost4u.
- 4.5 The CONTRACTING PARTY shall take full responsibility for compliance with applicable laws regarding the use of the service and publication of content.
- 4.6 The CONTRACTING PARTY shall likewise take responsibility for ensuring that the conditions described in 4.5 are also complied with by invited persons, employees, staff, administrators and representatives who have access to or manage the RRTD service under its aegis or permission.



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5 - The CONTRACTING PARTY acknowledges and agrees:

- 5.1 Communications made between PThost4u and the Contractor shall be conducted by email sent to the email address(es) provided as contact details in the customer area, safeguarding all communications that, by law, are otherwise provided for.
- 5.2 Any change the authorised email should be sent to PThost4u support from the authorised email address, or submitted via an authorised email alteration process.
- 5.3 PThost4u may only control the systems that form part of its network, whereby it cannot guarantee, at all times, the provision of a seamless RRTD service, or ensure full and continuous technical quality of connection to all other networks that support other equipment, programs or systems that are not under the direct control of PThost4u.
- 5.4 PThost4u reserves the right to suspend some or all services under this contract if the CONTRACTING PARTY defaults on any of its obligations or responsibilities as set forth in these clauses, the AUP and the GC.
- 5.5 PThost4u shall be forced to suspend some or all services under this contract if so required by a court or other authority so empowered.
- 5.6 As provided for in 5.4 and 5.5 PThost4u, before suspending the service, failing that urgency for preventive reasons, it will notify the contractor via email under 5.1 5.2, that the service will be suspended within 24 hours if the situation is not rectified by the CONTRACTING
- 5.7 Under 5.4, when there is need in preventive measure, immediately suspend the service in question, the contractor will be notified, by the same route, but after suspension of service and it will be kept until the situation is regularized.
- 5.8 The CONTRACTING shall ensure zeal for law enforcement and the stipulated and published in PThost4u page as forbidden as well as listed in the AUP.
- 5.9 The AUP is subject to permanent changes required by law, as well as those required for quality maintenance PThost4u service.

6 - In relation to the RD:

- a) PThost4u shall not be responsible for drafting, amending or updating the specific rules of the TLD of domains, this being the sole responsibility of entities to which it is totally unrelated;
- b) PThost4u is obliged to comply with and enforce the specific rules of TLD domains imposed upon it;
- c) PThost4u cannot comprehensively safeguard all special rules for domain registration for the numerous TLDs available on the market, providing them online for consultation on its page.
- d) Taking into account paragraph 2.3 c), by means of this EC/RRTD, the CONTRACTING PARTY acknowledges that research and information about the specific rules to which the intended TLD is subject shall be its responsibility, regardless of whether they are published or referenced on the PThost4u site.



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- e) By subscribing to a domain, the CONTRACTING PARTY declares to have prior knowledge of all specific rules inherent to the chosen TLD and, as such, likewise declares to be in scrupulous compliance with their requirements.
- f) Once the subscription to the EC/RRTD has been confirmed and the domain registered as requested by the customer, there shall be no right of retraction pursuant to article 7c) of DL 143/2001.
- g) The customer agrees to keep updated contact information available in the WHOIS database for your domain.
- h) Domain registration holder is free to change at any time the entity that manages the same.
- i) Through myPThost4u, unless extensions that do not permit, the client can administer the domain, including change of contacts, DNS change and get EPP-key.
- j) It is the customer's responsibility the provision of technical data for configuration and domain pointing. At no time PThost4u be liable for failures resulting from lack of technical information, alias DNS servers.
- k) After making the payment of RD, is due to ignorance of the rules or TLD requirements chosen by the contractor, the domain can not be registered, the PThost4u disclaims any responsibility.
- I) In accordance with the preceding paragraph, PThost4u shall only reimburse the amount once the legal procedures related to billing have been completed, reserving the right to charge an administration fee of 5% on the amount to be reimbursed.
- m) Pursuant to subsection 6. I), in order for PThost4u to process the reimbursement, the CONTRACTING PARTY shall request the reimbursement from authorised e-mail, stating, for the due purposes, the NIB to which the reimbursement should be made, the name of its holder and a valid email for notification.

7 - In relation to the RnD:

- a) You will receive an email from PThost4u warning that your domain is going to expire 30/15/5 days before the date of your last payment in relation to it. You will also be sent an e-mail on the date of expiry of the domain.
- b) PThost4u warns that, depending on the TLD of your domain, the renewal date may be taken as the day or the month, whereby the CONTRACTING PARTY must inform itself about the rules of its TLDs to ensure that payment is made in a timely manner.
- c) If the CONTRACTING PARTY does not take into consideration that expressed in paragraph 7 b) and the domain is not renewed on time, PThost4u disclaims any liability.
- d) The domain shall expire on the exact date provided, which may be the date of initial registration or the last day of the month of registration.



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- e) In cases where the expiry date of the domain is different from the date of registration, the date indicated by PThost4u for renewal of the RnD service may not be exact, and for these specific cases, the CONTRACTING PARTY shall be responsible for determining the correct date.
- f) Under the preceding subparagraph, PThost4u undertakes to provide this information to the CONTRACTING PARTY if and when requested.
- g) Further to the provisions laid down in subparagraph f) and g), should the CONTRACTING PARTY's lack of awareness result in the domain not being renewed in a timely fashion, PThost4u disclaims any liability.
- h) If the proposed domain expires without timely payment having been received, it will expire.
- i) The reactivation of your domain after the expiry date shall be subject to the payment of a fee.
- j) The domains .com / .net / .org only be renewed for the same amount over a maximum period of 15 days after the expiration date.

 Thereafter the status changes to "Redemption Period" applying if-then the recovery value available on the website.
- k) The reactivation of your domain may take between 24 to 48 business hours once reactivation has been ordered.
- I) The reactivation of domains is only possible within a certain period of time. This period may vary on the basis of the TLD.
- m) In the event of reactivation of the domain being required, the CONTRACTING PARTY shall be responsible for:
- 1 Knowing the period within which reactivation is possible and requesting it within that period;
- 2 Ilnclude in the above period time for the full implementation of payment procedures and payment validation as provided in the GC;
- 3 Timely payment of fees and amounts related to its renewal;
- 4 Awaiting the reactivation procedure.
- n) Once the period for renewing and reactivating the domain has elapsed, it may be made available again for registration.
- o) The availability of the domain for registration is not guaranteed, given that the registration entities may, if they so wish, maintain ownership of the domain.
- p) In both cases referred to in subparagraphs j) and k), PThost4u shall accept no liability where the customer has not made timely payment of the amount due for renewal and/or the reactivation fee.



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- q) In cases where the domain remains available for registration, PThost4u cannot guarantee the CONTRACTING PARTY that it may re-register it, especially in cases of registration by priority.
- r) Once payment of the RnD has been made, if the domain cannot be registered due to ignorance of the renewal rules or requirements on the part of the CONTRACTING PARTY, PThost4u disclaims any liability.
- s) In accordance with the preceding subparagraph, PThost4u shall only reimburse the amount once the legal procedures related to billing have been completed, reserving the right to charge an administration fee of 5% on the amount to be reimbursed.
- t) Pursuant to subparagraph s), in order for PThost4u to process the reimbursement, the CONTRACTING PARTY shall request the reimbursement from authorised e-mail, stating, for the due purposes, the NIB to which the reimbursement should be made, the name of its holder and a valid email for notification.
- 8 In relation to the TD.
- 8.1 Requirements for Transfer:
- a) In order to proceed with the TD, the CONTRACTING PARTY shall have in its possession the AuthCode or EPP code.
- b) Whether to transfer the domain from PThost4u or to PThost4u, the CONTRACTING PARTY shall take sole responsibility for purchasing the AuthCode or EPP code.
- c) For domains with the .pt TLD, the CONTRACTING PARTY must have the transfer key and process number, or the access and online management data of the domain.
- d) In order to access the transfer key and the process number, these should be sought at www.dns.pt. This area may be accessed using the data that the FCCN provided when the domain was registered, and where this has been lost or is not known, it may be recovered at the site www.dns.pt.
- e) For domains with a generic TLD, the CONTRACTING PARTY must ensure that:
- 1 The Domain is unlocked.
- 2 The administrative contact email specified for the domain is accessible, (email address where the recipient of the transfer will send an email in order for it to be authorised.)
- 3 The private whois or Theft Protection is disabled.
- f) he list in subparagraph 8.1 is intended only as guidance for the CONTRACTING PARTY and does not exempt it from the obligation to seek out and consult all the information necessary for the transfer of its domain and specifically the respective TLD.



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- g) For the purposes of the preceding paragraph, PThost4u shall accept no liability for any lack of information or misinformation, it being perfectly clear to the CONTRACTING PARTY that it is fully responsible for attaining any information it may require
- 8.2 Restrictions on the TD:
- a) You may not transfer your domain if:
- 1 You registered your domain within the last 60 days.
- 2 You transferred your domain from another registrar within the last 60 days.
- 3 Your domain has been locked by the current registrar.
- 4 Your domain has private whois activated.
- 5 Your domain has been suspended by your registrar.
- 6 Your domain has expired with the former registrar.
- 7 If you do not have access to the administrative contact email address.
- b) If, through a lack of knowledge, the list in subparagraph 8.2 a) or other rules that would hinder the transfer, the CONTRACTING PARTY's transfer request fails, PThost4u shall accept no liability.
- c) Pursuant to the preceding subparagraph, if the CONTRACTING PARTY has effected the payment of the transfer and the domain cannot be transferred due to a lack of knowledge of the transfer rules on the part of the CONTRACTING PARTY, PThost4u disclaims any liability.
- d) Pursuant to the preceding subparagraph, PThost4u shall only reimburse the amount once the legal procedures related to billing have been completed, reserving the right to charge an administration fee of 5% on the amount to be reimbursed.
- e) Pursuant to subparagraph d), in order for PThost4u to process the reimbursement, the CONTRACTING PARTY shall request the reimbursement from authorised e-mail, stating, for the due purposes, the NIB to which the reimbursement should be made, the name of its holder and a valid email for notification.
- 8.3 After being accepted by the administrative contact, transfer of the Domain takes, on average, 4 to 5 days to complete, during which time no changes may be made to the DNS on the domain.



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- 9 Duration, amendment and end of provision of RRTD:
- 9.1 Provision of the RRTD will have the duration established by the customer at the time of subscription.
- 9.2 The obligation to provide the RRTD renews itself in the same terms as set forth in paragraph 7 of this CE/RRTD, subject to the contracting party paying the price indicated in the warning email.
- 9.3 Once the provision of the RRTD has commenced, the agreement may not be terminated, except in the event of repeated breaches of these conditions, the GC and the AUP, as well as the cases provided by law.
- 10 Communications, Law and Jurisdiction:
- 10.1 Communicationss:
- 10.1.1 For quotation purposes under judicial action, namely aimed at fulfillment of pecuniary obligations arising from subscription to this service, the parties agree the address indicated in the subscription act as home for the Record customer area.
- 10.1.2 The CONTRACTING undertakes, as already stipulated in the CG, communication of any change of address indicated, and for the purpose of quotation, if he does not within thirty days will incur the risk of considering quoted at the address the client area of the form.
- 10.1.3 PThost4u reserves the right to, at any time, submit changes to these conditions, by notifying the CONTRACTING with five days in advance via email.
- 10.1.4 If the changes described in 10.1.3 the contractor understand enough reason to terminate this agreement, you can do it, but only when these changes conflict with the usual way such as that subscribed service is to be provided by the CONTRACTING PThost4u.
- 10.2 Law and Jurisdiction:
- 10.2.1 PThost4u is not subject to monitoring obligation on the information the contractor transmit or store through them, nor can they be held responsible for under Decree No. 7/2004 of 7 January.
- 10.2.2 A declaration of nullity, invalidity or unenforceability of any provision of these CG legally recognized by the Court, does not affect the validity and enforceability of the remaining and contract maintenance.
- 10.2.3 As provided in 9.2.2, a maintenance contract on the infected part of addiction is subject to applicable subsidiary rules, using, if necessary, legal business integration requirements, as stipulated in the art.º16º / 2 DL No 446/85, of 25 October.
- 10.2.4 When you do not make use of the provisions of 9.2.3 or, when its use results in an imbalance seriously atentatório benefits of good faith, will be effective in accordance with article 14°do Decree No. 446/85 of 25 October the reduction of legal transactions regime.



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10.2.5 -To resolve any dispute, it is so provided, shall comply to the provisional solution of disputes envisaged in article 18 DL 7/2004 of 7 January.

10.2.6 - Should the contractor know that by subscribing to RRTD service with the PThost4u, is also to commit to, in case of conflict with .uk domain names, preferably resorting to institutionalized voluntary arbitration, foreseen and regulated in Law 63/2011 of 14 December, having been specifically designated for this purpose the Arbitration Centre for Industrial Property, Domain Names, Companies and Designations - Arbitrare.

10.2.7 - For dispute resolution entres the parts that can not be resolved according to 10.2.5 and 10.2.6 should be considered only as a competent court of the district of Faro.

10.2.8 - The provision of RRTD governed by the present CP / RRTD, CG and other Portuguese legislation.