

# Match.it: use agreement

The use of online services provided by Domain Match Ltd 119 The hub, 300 Kensal Road, W105BE Offices: 222 Canalot Studios, 222 Kensal Road W10 5BN London Company Registration Number: 11428894 VAT Number: GB304615826 is ruled by the terms and conditions at the end of this document. ("This contract).

By signing a bound document, by clicking a button or a checkbox that confirms the acceptance of this "Contract", or proceeding to use the Services (as hereinafter called), you will accept and will therefore be bound by the terms of use in this Agreement.

## 1. Definitions and Interpretation

### 1.1

In this contract, the following terms of use will have specific meanings, unless the context requires others.

#### **Auction**

It means an auction for a "domain name", conducted by Domain Match Ltd, using the auction section on match.it.

#### **Buyers**

The buyer is a person, who wants to buy a domain of Domain Match Ltd or put up for action by Domain Match Ltd on match.it

#### **Sales catalog**

When a domain is sold through match.it

#### **Domain Match Ltd**

Domain Match Ltd 119 The hub, 300 Kensal Road, W105BE Offices: 222 Canalot Studios, 222 Kensal Road W10 5BN London Company Registration Number: 11428894 VAT Number: GB304615826 owner of the backorder domain marketplace match.it

#### **Match.it**

Match.it is a domain backorder marketplace for auction and recovered domains.

#### **Property rights**

copyright, patent rights, brand rights, design, and all those rights that are already registered or suitable for registration.

### **Private sale**

When a buyer buys a domain using private sale on match.it

### **Purchase price**

The purchase price established between the buyer and the seller as part of a private sale or the purchase offer proposed by the buyer as an auction winner.

### **Rules**

Rules established by Match referring to the private sale, auction or match.it use.

### **Seller**

He is a domain owner who wants to sell domains and uses match.it to sponsor their selling.

### **User account**

Online account on Match that let the user use match.it

### **Auction winner**

He is a buyer whose offer is the best one.

## **2. Offered services**

### **2.1**

Match provides online services, according to the terms and conditions of this agreement, ("services")

1. Buyers can, through match, bid at an auction.

### **2.2**

You, as Services user, can use these Services as seller, buyer or both. Terms and conditions are the same.

# 3. Set up an account to use the Services

## 3.1 Account set up

1. You agree to create an Account on match in order to use the Services..
2. Your Account will be created using the registration process on match or through other methodologies specified by match.
3. our Account will allow you to access match.it to manage your account, use match.it and manage other features made available by match.
4. You agree to keep secret Username and Password used to log in to your Account
5. You guarantee that all information you gave to create your Account are correct and true.
6. All users of the Services must be 18 years old. Creating an Account on match.it You guarantee to be at least 18 years old.
7. You agree to create a single account to use the Services on match.it.
8. You agree to provide Match.it with any requested documents (including passport or driving license copies) in order to verify Your identity, if request.
9. You agree in receiving email communications with advertising purposes. (You can unsubscribe from this service at anytime)

## 3.2 Account and Match.it use

You declare to use your Account and Match.it only to use the available Services and not for other purposes. In particular, using your account and accessing match.it you do not:

- 1) violate the rules
- 2) resell or license your Account to third parties.
- 3) use the Account in an illegal and fraudulent manner, or send emails or illegal material, offensive, defamatory, threatening, harmful, vulgar, obscene.
- 4) use the Account to annoy other people
- 5) use the Account to impersonate other people
- 6) use the Account to violate the copyright, the brand
- 7) use the Account to send advertising emails, spam, or junk mail.
- 8) create or modify the header or information in the emails sent from your account or in relation to the Services.
- 9) use the Account to send virus, spyware, malware
- 10) use the Account in a harmful way for Match.it, nor deny other users the use of Match.it.
- 11) use the Account in a harmful way that other users will find it harmful; and
- 12) take part in auctions in order to increase the final sale price.

# 4. Auction

## 4.1 Use in accordance with the Rules

As a buyer in an auction, you must follow the Rules. You confirm, You will respect them.

## 4.2 Auction

When a domain has been booked by several users, an auction will start.

## 4.3 Auction participation requirements

In order to participate in an auction, you must have an active account on match.it, with a top up of 15€ ( by Paypal or credit card). The top-up does not have a deadline and you can't cancel it.

## 4.4 How does an auction work

1. If match.it recovers a domain and 2 or more users book it, this domain will enter the auction.
2. Domains in auction: for all domains recovered on Sunday, Monday, Tuesday, Wednesday and Thursday, for which an auction is launched, the deadline will be the following day at 17.00 (regardless if recovered in the 9 or 16 o'clock session).  
For all domains recovered on Friday and Saturday, the auction will have as deadline Monday at 5 pm. Two examples: domain recovered on Tuesday at 9 am will have the auction deadline on Wednesdays at 17.00 - domain recovered on Saturday at 16.00 will have an auction deadline at 5.00 pm on Monday. In the box below the summary of the auction deadlines

Droptime day / beginning of the auction	Backorder time	Auction expiration
monday	9:00 / 16:00	tuesday h 17:00
tuesday	9:00 / 16:00	wednesday h 17:00
wednesday	9:00 / 16:00	thursday h 17:00
thursday	9:00 / 16:00	friday h 17:00
friday	9:00 / 16:00	monday h 17:00
saturday	9:00 / 16:00	monday h 17:00
sunday	9:00 / 16:00	monday h 17:00

3. If an auction won't get offers, the domain will be assigned to the first user who booked it. Should the offers arrive at the last minute of the auction, this will be extended for other 5 minutes.

4. The offers will follow this group:

from 0 € to 300 € 10 €

from 301 € to 1000 € 50 €

from 1001 € to 5000 € 100 €

from 5001 € to 10000 € 200 €

from 10001 to € 500 €

## 4.5 Domain payments

Once the user gets the domain in the auction, this will be paid with the available credit in the Account. In case of lack of credit the user will have 7 days to pay the domain - in these 7 days, the user can't participate in other auctions or book domains. If the user won't pay the domain, he will be blocked and he can't use match.it anymore. If the domain price is higher than the user's credit, the user will go in negative. If the user won't pay the domain, he won't get the credit back.

# 5. Suspending a user account

## 5.1

Match.it can suspend the user account and all the Services at anytime, with or without notice, for any reason, at its discretion, including:

1. Match believes that you have violated any of the obligations according to this agreement;
2. Match considers that you are using the user account in bad faith;
3. You are using the User Account or the Services for illegal or fraudulent purposes or in a way that Match in its sole discretion considers offensive, illegal, harassing, defamatory, offensive, threatening, harmful, vulgar, obscene;
4. the provision of services causes excessive load of work for servers or other services of Match;
5. a copyright infringement notice has been issued to you;
6. Match has grounds to believe that you are repeatedly violating the copyright or other intellectual property rights

## 5.2

We agree that:

1. Match may suspend the Services where it is permitted by following clause 5.1.
2. The suspension of the Services by Match may, according to Match discretion, be applied only on some of the Services and / or for a fixed or indefinite period;
3. Match may reactivate at any time the Services and Accounts.

## 5.3

It's not possible to make money withdrawal or spend Match credits during the user account suspension period. Further, Match may withhold the credit to cover the damages incurred by the violation of the agreement, which led to the suspension of the account

## 5.4

During the account suspension, no action will be possible. (you can't bid neither book).

# 6. Privacy

## 6.1

Match will collect personal data such as: name, contact information, payment details (for example credit card details). All personal data will be processed, used, maintained by Match in accordance with all privacy laws and data protection laws, as well as its privacy policy.

## 6.2

The user guarantees to Match and third-party suppliers the respect of the privacy and data protection laws in relation to the saving, use and transfer of personal data

# 7. Obligations

The user says that:

## 7.1

he will not use the Services for illegal purposes or for something different than taking part in auctions and /or buying domains as Buyers.

## 7.2

he will respect all the laws about the domain name use.

## 7.3

the user will follow all rules and laws about domain names or other intellectual property rights internally or externally to UK or the territory in which it is located.

## 7.4

the user (choosing the Services offered by Match) guarantees that he will not take Match in such a situation that there may be a violation of any law or obligation due to a third party.

## 7.5

he will not damage Match, the brand, or other buyers and sellers.

## 7.6

he will not use the Services in a way that will cause the account suspension

## 7.7

he will give Match all information Match requires to provide the Services.

## 8. Duration and end of contract

### 8.1

This agreement starts when the user creates an account for the first time and will end when:

1. the Account will be closed.
2. The User won't use the Services anymore.

### 8.2

If after closing an account, the account will be reactivated and / or a new one will be opened, the use of Match must always respect the rules of the contract.

### 8.3

This Agreement and the user account may be terminated at any time and for any reason, with or without notice.

### 8.4

This Agreement may be closed by Match by written notice when:

1. If the user violates this contract;
2. When Match gives user 24 hours notice, the user can not remedy the infringement or non-compliance within 24 hours.
3. When Match has valid reasons for believing that the user is infringing the copyright or other intellectual property;
4. without reason giving 30 days notice

## 9. Miscellaneous

### 9.1

Match may change the terms and conditions of this agreement at any time. These changes apply as soon as the User receives the notification. ("update date"). Match requires that the User will accept these amendments.

### 9.2

Match can use your corporate identity (if applicable) to promote the Services and Match on the market.

### 9.3

Any communication given under this agreement must be in writing form and signed by those who have made the communication

An alert is received:

1. in the case of a communication made by hand;

2. in the case of a communication sent by registered mail, on the third day after the date of shipment;
3. in the event that a communication is sent by fax, upon receipt by the sender a report confirming that the fax was sent successfully; or
4. in the event that the communication is sent by email, upon confirmation of receipt

#### **9.4**

This agreement replaces all previous statements and all agreements between the parties in relation to the object of this agreement and establish the exclusive agreement between the parties in relation to the subject matter of this Agreement.

#### **9.5**

If any provision of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity (unless the cancellation of this provision affects one of the parties) will not affect the operation of any other provision contained in this agreement as the invalid or unenforceable provision will be treated as part excluded from the Contract.

#### **9.6**

Match may assign its rights and obligations in the following contract. You must not assign, renew or otherwise transfer your rights or obligations arising from this agreement without the prior written consent of Match (which may refuse).

#### **9.7**

The parties agree that no provision applies to the disadvantage of a part, because that part was responsible for the preparation of this agreement or part of it.

#### **9.8**

This agreement is regulated and must be construed in accordance with the laws of UK and the irrevocably submit to the exclusive jurisdiction of the english courts and theirs Courts of appeal.

## **10.1 MARKETPLACE**

The Use of the Marketplace service offered by Match.it implies acceptance of the Terms and Conditions below.

The Registration to Match.it and put a domain for sale are free.

It is strictly forbidden to provide false information about domains for sale.

As the domain information is inserted by third parties, Match.it has no responsibility on this information.

Match.it is not able to check the websites contents that are sold: this contents may be false or inaccurate.

Match.it has no responsibility on damages that may arise using these sites.

Match.it reserves the right to cancel the domains for sale at its discretion and judgment

### **Rules for seller**

By placing a domain / website on sale, the seller declares to be the legitimate assignee / owner or to have the written authorization of the assignee / owner to sell / transfer.

The seller has to provide truthful information and must not publish illegal websites according to the law.

After the definition of a domain sale price, the seller has to complete the transaction and the transfer of the domain / site at the price and conditions agreed upon, refusing any new offers.

### **Rules for buyers**

After a negotiation ended with the definition of the domain/website purchase price, the buyer has to complete the transaction and then pay the domain / site at the agreed price and terms.

By accepting the terms and conditions of the service, you keep Match.it free from any claim or claim for damages from third parties that may arise.

Our commission is 5% of the sale price, with a minimum of 10€. We allow sale prices from 50€  
If you choose to receive the price of the domain sold in recharge on Match.it there will be no commission to pay.

The seller will receive the payment once Match.it has been paid by the purchaser.

## **Privacy Policy**

Domain Match cares about your personal data.

We are bound by the Privacy Act 1988 (original document in English  
<http://www.irishstatutebook.ie/eli/1988/act/25/enacted/en/html>) ("Law")

regarding the way we process personal information and how we respond to your access requests.

By taking security measures to protect the confidentiality of information provided to us, we have adopted the Privacy Policy described in this document in accordance with the law.

This document establishes our procedures for managing information and the rights and obligations that both (You and us) have in relation to personal information.

## **Data collection**

We collect personal data in a necessary way for our type of business.

Any collection of personal information will be legal and lawful and will not be intrusive.

Upon request, we can communicate the aims of the collection, as well as details on how it is possible to access personal information and any consequences regarding the lack of sharing of information.

If possible, we collect personal information about You, only from You.

However, for the proper conduct of our business, it may be necessary to collect personal information from various external sources, including government agencies and other third parties.

When we collect personal information about you from a third party, we will ask the third part to inform you that we have this information, and to inform you about the use we will do, and if you wish, you can contact us to correct and update the information.

## Use and disclosure of information

We will not use or provide any personal data about you except for the purpose of providing you services authorized by law or by yourself.

This may include information disclosure to organizations that give us professional advice, such as lawyers, accountants and business consultants.

As far as possible, we will keep all information confidential.

All personal information provided through our online form could be processed by third parties.

By submitting personal information through an online form, you consent to the disclosure of such information to third parties, which may be located overseas, with the purpose of processing the online form.

We may also use or disclose personal information to avoid, reduce or prevent a major emergency or a crime.

If we use or revealed these information in these circumstances, we will deposit a written record of such use or disclosure.

## Safety information

We will register and store your personal information safely. We will delete your personal information once it is no longer needed or requested from the law.

## Data access

You can get the access to your personal information any time by sending a written request to our privacy responsible: Domain Match ltd 119 The hub, 300 Kensal Road, W105BE Offices: 222 Canalot Studios, 222 Kensal Road W10 5BN London Company Registration Number: 11428894 VAT Number: GB304615826 o via e-mail a [info@match.it](mailto:info@match.it).

You don't need to provide a reason for your request.

Sometimes (rarely) we are not able to provide you the information: for example when the required information will have a huge impact over the privacy of other users. If we are not able to give you the information, we will provide you the reason.

If the personal information is expired or incorrect, please inform us and we will correct them.