

CEDDARP Policy

Freenom



Cancellation, Expired Domain Deletion, and Auto-Renew Policy / Version 1.00

This Cancellation, Expired Domain Deletion, and Auto-Renew Policy ("CEDDARP Policy") is made and enforced by OpenTLD B.V., doing business as Freenom, a company organized under the laws of the Netherlands and registered with the Amsterdam Chamber of Commerce registration number 54730619 (further referred as "we", "us", "Registrar", "our" and "OpenTLD") and are additional terms and conditions to the Registration Agreement and Reseller Account Agreement.

1. Cancellation

If you have signed up for a new, paid Freenom recurring service you have a right to cancel this service if you did not willingly authorize the transaction(s), and if the cancellation is submitted in the first five (5) days following the date of purchase. If you exercise this right, we will refund the fees you have paid and remove these services from your Freenom account.

How to exercise this right:

You must exercise this right of cancellation by sending a written notice of cancellation to support@freenom.com or otherwise contacting OpenTLD B.V. dba Freenom, Keizersgracht 213, 1016 DT Amsterdam, Netherlands, and providing the following details:

- Your account email address
- That you want to cancel your services under this Cancellation, Expired Domain Deletion, and Auto-Renew Policy
- Which services you want to cancel
- Description of why you did not willingly authorize the transaction(s)

If you have sent us this notice within the applicable timeframe, your service payment will be reimbursed within 30 days of your sending of the notice of cancellation.

2. Renewals, Expiration and Deletion

You acknowledge that it is your responsibility to keep your own records and to maintain your own reminders regarding when your domain name registration or other Services are set to expire. As a

convenience to you, and not as a binding commitment, we may notify you via an email message or via your account when renewal fees are due.

At the conclusion of the registration period, failure by you to consent that the registration be renewed within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration by the end of the auto-renew grace period.

2.1. Extenuating circumstances are defined as: UDRP action, valid court order, failure of OpenTLDs' renewal process (which does not include failure of a registrant to respond), the domain name is used by a name server that provides DNS service to third-parties (additional time may be required to migrate the records managed by the name server), the registrant is subject to bankruptcy proceedings, payment dispute (where a registrant claims to have paid for a renewal, or a discrepancy in the amount paid), billing dispute (where a registrant disputes the amount on a bill), domain name subject to litigation in a court of competent jurisdiction, or other circumstance as approved specifically by ICANN.

2.2. Where OpenTLD choose, under extenuating circumstances, to renew a domain name without the explicit consent of the registrant, OpenTLD will maintain a record of the extenuating circumstances associated with renewing that specific domain name for inspection by ICANN

2.3. In the absence of extenuating circumstances (as defined in Section 1.1 above), a domain name will be deleted within 45 days of either OpenTLD or the registrant terminating a registration agreement.

2.4. OpenTLD will sent renewal reminder notice to each registrant. These notices will be sent on 30 days, 10 days , 5 days prior to expiration, and within 5 days after the expiration of the registration. If OpenTLD make any material changes to our deletion policy during the period of the registration agreement or reseller account agreement, OpenTLD will inform the registrant or reseller of the changes as well as other material changes to the registration agreement or reseller account agreement.

2.5 After the deletion of a domain, certain Registries may allow you to redeem your domain name during a Registry Redemption Grace Period, in which case you agree to pay us a Recovery fee of EUR 125 (one hundred twenty five Euros), plus any renewal fees for the domain name registration. To redeem a deleted domain name during a Registry Redemption Grace Period, please contact our customer support according to the Customer support contact procedure described in the Registration Agreement.

2.6 A domain name registration that is not redeemed by the expiration of the Registry Redemption Grace Period will be placed on "Pending Delete" status with the Registry Operator for five (5) additional days, after which it will be deleted and the domain name character string will once again become available for registration by any party.

2.7. In the event that a domain which is the subject of a UDRP dispute is deleted or expires during the course of the dispute, the complainant in the UDRP dispute will have the option to renew or restore the name under the same commercial terms as the registrant. If the complainant renews or restores the name, the name will be placed in Registrar HOLD and Registrar LOCK status, the WHOIS contact information for the registrant will be removed, and the WHOIS entry will indicate that the name is subject to dispute. If the complaint is terminated, or the UDRP dispute finds against the complainant, the name will be deleted within 45 days. The registrant retains the right under the existing redemption grace period provisions to recover the name at any time during the Redemption Grace Period, and retains the right to renew the name before it is deleted.

2.8. When you register a domain name successfully, the automatic renewal option is disabled by default and you must activate it if you want your domain name(s) to be automatically renewed. When the Auto Renew option of a domain name is enabled, we will attempt to renew a domain name within 24 hours before the expiration date of that domain, provided that your account has enough funds, or if we have valid payment information, such as a credit card number, allowing us to collect sufficient payment for that service. Domain name renewals will be non-refundable. When auto-renew period approaches a end, If for any reason OpenTLD is not able to take the payment from the Payment Method you have on file, and you fail to respond to our notices, your domain name will be deleted or will do in Deactivation mode, depending on the policies of the Registry Operator. Thus, It is your responsibility to keep your Payment Method information current, which includes the expiration date if you are using a credit card. If you do not elect that the domain name be automatically renewed, You have the responsibility of logging into the Domain Management Center of your Account for that domain name and manually implementing the renewal by the expiration date (should you in fact want the domain name to be renewed). If you fail to manually implement the renewal before auto-renew period ends, the domain name will be deleted and You will no longer have use of that name. You agree that OpenTLD will not be responsible for deleted domain names that you fail to renew, either automatically or manually in the timeframes indicated in this CEDDARP Policy.