

**.eu Domain Name Registration Terms and Conditions**

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## DEFINITIONS

Throughout these .eu Domain Name Registration Terms & Conditions (“Terms and Conditions”), the .eu Registration Policy, the Registration Guidelines, the .eu Dispute Resolution Rules, the Sunrise Rules, the WHOIS Policy and their respective addenda, the following capitalised terms and expressions shall have the meaning ascribed thereto below:

**Application** means a complete, technically correct request for a Domain Name registration submitted to the Registry, which complies with all the requirements provided for in (a) Section 3 of the Sunrise Rules and (b) the Registration Guidelines;

**ADR Procedure** has the meaning ascribed to it in the .eu Dispute Resolution Rules;

**Domain Name** means a domain name registered directly under the .eu Top Level Domain or for which a request or application for registration has been filed with the Registry;

**.eu Dispute Resolution Rules** means the rules for the Alternative dispute resolution (ADR) procedure referred to in Article 22 of the Public Policy Rules;

**.eu Regulation** means Regulation (EC) No 733/2002 of the European Parliament and of the Council of 22 April 2002 on the implementation of the .eu Top Level Domain, *OJ L*, 113, 30 April 2002, pp. 1-5;

**General Eligibility Criteria** Eligibility Criteria set out in Art 4 (2)(b) of the .eu Regulation;

**Phased Registration Period** means the four-month period prior to the start of general registration of Domain Names during which only holders of prior rights recognised or established by national and/or Community law and Public Bodies shall be eligible to register Domain Names, as referred to in Chapter IV of the Public Policy Rules and announced in accordance therewith, or any other period organised by the Registry with a similar objective;

**Public Policy Rules** means Commission Regulation (EC) No 874/2004 of 28 April 2004 laying down public policy rules concerning the implementation and functions of the .eu Top Level Domain and the principles governing registration, *OJ L*, 162, 30 April 2004, pp. 40-50;

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| <b>Registrant</b>              | means a natural person, company or organisation who is holder of a Domain Name registration or who has filed a request or application for the registration of a Domain Name;                         |
| <b>Registrar</b>               | means a person or entity that, via a contract with the Registry, provides domain name registration services to Registrants;  |
| <b>Registration Guidelines</b> | means the technical guidelines made available on the Website of the Registry;  |
| <b>Registration Policy</b>     | means the document available on the Website of the Registry;   |
| <b>Registry</b>                | means EURid vzw/asbl, a not-for-profit organisation duly incorporated and validly existing under the laws of Belgium, with registered office at Park Station, Woluwelaan 150, 1831 Diegem (Belgium); |
| <b>Regulations</b>             | means the .eu Regulation and the Public Policy Rules;  |
| <b>Rules</b>                   | means the Terms and Conditions, the Registration Policy, the .eu Dispute Resolution Rules, the Sunrise Rules (if applicable), the Registration Guidelines and the Regulations;                       |
| <b>Sunrise Rules</b>           | means the terms and conditions that shall apply during the Phased Registration Period, made available the Website of the Registry;   |
| <b>Term</b>                    | means the (renewable) term of one (1) year for registration of a Domain Name, as set out in Section 6 hereof;  |
| <b>Website of the Registry</b> | means the website available at <a href="http://www.eurid.eu">http://www.eurid.eu</a> ;   |
| <b>WHOIS Policy</b>            | means the WHOIS Policy made available on the Website of the Registry.  |

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## OBJECT AND SCOPE

These Terms and Conditions, together with the Registration Policy, the .eu Dispute Resolution Rules, the Sunrise Rules (if applicable) and the Regulations, lay down the rights and obligations of the Registry and the Registrant with respect to any application or request for registration of a Domain Name, the registration itself and any renewals thereof, including any and all issues in relation to such Domain Name.

These Terms and Conditions take effect as from October 1<sup>st</sup> 2005.

## SECTION 1. ELIGIBILITY REQUIREMENTS

Only natural persons, companies or organisations meeting, at least one of the General Eligibility Criteria, shall be eligible to register a Domain Name.

## SECTION 2. FIRST COME, FIRST SERVED PRINCIPLE; AVAILABILITY AND TECHNICAL REQUIREMENTS; BLOCKED AND RESERVED NAMES

1. Unless provided for otherwise in the Rules, the Registry shall register Domain Names on a “first come, first served” basis, in accordance with the terms and conditions set forth herein.

In this respect, the date and time of receipt by the Registry’s systems of a complete and technically correct electronic request or application for domain name registration, as set forth in the Registration Guidelines, shall be the sole reference point.

2. Only the following names can be registered as a Domain Name:
  - (i) names that are available; a name is available when:
    - a. it is not already registered as a Domain Name;
    - b. it is not reserved, blocked or notified to the Registry as “not registrable” in accordance with the Public Policy Rules, unless provided for otherwise therein;
    - c. it has not been applied for during the Phased Registration Period, unless it has been made available by the Registry in accordance with the Sunrise Rules;
  - (ii) names that meet the following technical requirements:
    - a. minimum of 2 characters selected among the letters “a” to “z” in standard Latin script, the digits “0” to “9” and the hyphen (“-”);
    - b. maximum of 63 characters (not including the “.eu” suffix);
    - c. not beginning or ending with a hyphen (“-”);
    - d. not containing a hyphen (“-”) in the 3<sup>rd</sup> and 4<sup>th</sup> positions;
    - e. not exclusively consisting of an alpha-2 country code, as set forth in the Public Policy Rules.

The above conditions must be cumulatively met.

### **SECTION 3. OBLIGATIONS OF THE REGISTRANT**

Throughout the Term, the Registrant has the following obligations:

1. to keep its contact information, as referred to in the Registration Policy, accurate, complete and up to date, both (i) with the Registrar with whom the Registrant has entered into an Agreement and (ii) with the Registry (via the Registrar), as described in the Registration Policy. Moreover, the Registrant represents and warrants that any e-mail address communicated to the Registry shall be a functioning e-mail address;
2. to use the Domain Name in such way that it does not violate any third-party rights, applicable laws or regulations, including discrimination on the basis of race, language, sex, religion or political view;
3. not to use the Domain Name (i) in bad faith or (ii) for any unlawful purpose.

### **SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE REGISTRANT**

The Registrant represents and warrants that:

1. it meets one of the General Eligibility Criteria, and it shall inform, via its Registrar, the Registry when it ceases to meet such conditions;
2. all information provided to the Registry during the Domain Name registration process is true, complete and accurate;
3. the request for Domain Name registration is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
4. the Domain Name is not contrary to public policy or morality (e.g. is not obscene or offensive) and is not unlawful;
5. it shall, throughout the Term, abide by these Terms and Conditions and any and all applicable Rules.

### **SECTION 5. FEES AND PAYMENT**

1. The applicable fees charged by the Registry to the Registrars for the registration, renewal, transfer and reactivation of Domain Names may be consulted on the Website of the Registry.

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2. Payment of any fees due, for which the Registrant is solely liable, must be made with the Registry via a Registrar. The Registry is not responsible for any failure on the part of the Registrar in this respect, including where such failure results in non-registration or cancellation of the Domain Name concerned.
  3. The Registry shall only be obliged to accept an application or request for Domain Name registration or to renew a Domain Name registration once it has been unconditionally paid in full for such service by the Registrar appointed by the Registrant.

## **SECTION 6. TERM, RENEWAL OF THE DOMAIN NAME REGISTRATION**

1. The Term of any Domain Name registration shall commence on the date of registration of the Domain Name, and shall end the following calendar year, on the last day of the month within which the Domain Name was registered.

Unless otherwise provided for herein, the Term shall be tacitly renewed for an additional period that shall end the following calendar year, on the last day of the month within which the Domain Name was renewed, transferred or reactivated.

2. The Registrant shall be entitled to terminate this agreement in accordance with its agreement with its Registrar. Such termination shall only take effect if the Registry receives, before the end of the Term, a cancellation request issued by the Registrar. If no such request is received, the Registry shall be entitled to claim the applicable renewal fee(s) for the renewed Term in accordance with the procedure set out in Section 9 of the Registration Policy.
3. The Registry is under no obligation to inform the Registrant in advance when the Term is about to expire.

## **SECTION 7. TRANSFER OF A DOMAIN NAME**

1. The Registrant shall be entitled to transfer a Domain Name where the following conditions are cumulatively met:
  - (i) the transferee has confirmed that it satisfies the General Eligibility Criteria; and
  - (ii) the Registry has received all applicable fees for such transfer via the Registrar appointed by the transferee; and
  - (iii) the procedure described in Section 13 of the Registration Policy has been successfully completed.

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2. A Domain Name that is suspended or blocked cannot be transferred other than:
    - (i) by a decision taken by (a) a panel in an ADR Procedure, or (b) by a court of a Member State; or
    - (ii) upon receipt by the Registry of any fees applicable in this respect, in case the Domain Name has been suspended in accordance with Section 9.
  3. A Domain Name can be transferred during the Term to the legal heirs of the Registrant (further to the death of the Registrant) or the purchaser of the Registrant's assets (in case the Registrant becomes subject to a proceeding referred to in Article 19(2) of the Public Policy Rules) following submission of appropriate documentation, and in accordance with the procedure laid down in the Registration Policy, provided that the legal heirs fulfil the eligibility requirements as set out in Section 1 hereof.
  4. Following transfer of a Domain Name in accordance with the above provisions, the Domain Name will be registered in the name of the transferee for a new one-year Term as provided for in Section 6, first paragraph hereof, starting on the date of transfer of the Domain Name.

## **SECTION 8. CHANGE OF REGISTRAR**

In the case of termination of the agreement (i) between the Registry and the Registrar or (ii) between the Registrar and the Registrant, the Registrant shall follow the relevant procedure set out in Section 10 of the Registration Policy in order to maintain its Domain Name registration.

## **SECTION 9. SUSPENDED, BLOCKED AND REVOKED DOMAIN NAMES**

1. The Registry shall suspend any Domain Name
  - (i) for forty (40) days if and to the extent the Registry has received a cancellation request from the Registrar as set forth in Section 6(2) hereof. The 40 days suspension period shall start on (a) the date mentioned in the cancellation request or (b) the date on which the cancellation request was made in case the date mentioned in the cancellation request is prior to such date.
  - (ii) for which the Registry has requested the Registrant to replace its Registrar in accordance with Section 10(1) of the Registration Policy.

In the above cases, (a) the Domain Name cannot be transferred nor used, and (b) the Registrant cannot change its contact information with respect to the suspended Domain Name.

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The Registry shall show the suspended status of those Domain Names in its WHOIS Database.

2. During the period of suspension referred to in paragraph 1(i) above
  - (i) the Registrant may request to reactivate the suspended Domain Name. The Registry shall only reactivate a suspended Domain Name referred to in paragraph 1(i) upon receipt by the Registry of (a) a request by the Registrar appointed by the Registrant, and (b) the applicable fees;
  - (ii) the heirs of the Registrant (in the case of the death of the Registrant) or the relevant administrator (in case the Registrant becomes subject to a proceeding referred to in Article 19(2) of the Public Policy Rules) may request to register the suspended Domain Name in the name of the heirs of the Registrant or the purchaser of the Registrant's assets, in accordance with the procedure laid down in the Registration Policy.

If, during the period of suspension referred to in paragraph 1(i) above, the Domain Name is not reactivated or registered by the heirs of the Registrant (in the case of the death of the Registrant) or by the relevant administrator (in case the Registrant becomes subject to a proceeding referred to in Article 19(2) of the Public Policy Rules), the Registry shall make the Domain Name automatically available for general registration immediately after 40 days of suspension.

3. The Registry shall block any Domain Name:
  - a. that is considered by a court of a Member State to be defamatory, racist or contrary to public policy, upon notification of the court's decision, as referred to in Article 18 of the Public Policy Rules. Upon notification of a final court order, the Domain Name shall be revoked and blocked from future registration as long as the relevant court order remains valid.
  - b. where the Registry is informed that an ADR Procedure or legal proceeding is pending, until such proceedings are terminated and the relevant decision has been notified to the Registry; in this case, (a) the Domain Name cannot be transferred, and (b) the Registrant cannot change its contact information nor can it change its Registrar with respect to the suspended Domain Name.
4. The Registry shall revoke any Domain Name following a decision of a panel in an ADR Procedure or court order.
5. The Registry may, revoke a registration of a Domain Name on its own initiative and without submitting the dispute to any non-judicial settlement of conflicts, exclusively on the following grounds:

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- (i) outstanding unpaid debts owed to the Registry; or
  - (ii) non-fulfilment by the Registrant of one of the General Eligibility Criteria; or
  - (iii) breach of the Rules by the Registrant

subject to compliance with the procedure laid down in Section 12 of the Registration Policy.

## **SECTION 10. RIGHTS GRANTED**

1. Upon registration of a Domain Name, the Registrant obtains a limited, transferable, renewable, exclusive right to use the Domain Name for the Term, unless otherwise provided for in the Rules. No other rights can be claimed by the Registrant except for those included herein.
2. The Registrant shall not be entitled to exercise any right of withdrawal following receipt by the Registry of an application or request for registration of a Domain Name.

## **SECTION 11. COMMUNICATION BETWEEN THE REGISTRY AND THE REGISTRANT**

1. Any official communication between the Registry and the Registrant shall be effected by e-mail:
  - (i) if to the Registry: info@eurid.eu;
  - (ii) if to the Registrant: the contact e-mail address communicated to the Registry via the Registrar and made available in the WHOIS Database.
2. Any communication between the Registry and the Registrant shall be in one of the official languages of the European Union.

## **SECTION 12. PRIVACY AND DATA PROTECTION**

### **1. Processing of personal data**

By registering a Domain Name and accepting the Terms and Conditions, the Registrant authorises the Registry to process personal and other data required to operate the ".eu" Domain Name system. The Registry must only use the data for operating the system (which will include attribution of the Domain Name, transfer of a Domain Name to a new Registrant, transfer of one Domain Name or a portfolio of Domain Names to a new Registrar) and can after the unambiguous consent of the Registrant transfer the data to third parties but only:

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- i. if ordered to do so by a public authority, carrying out its legitimate tasks,
  - ii. upon demand of the ADR Providers mentioned in section 16 of this document or
  - iii. as provided in section 12.3 of this document.

The Registrant has the right to access its personal data and to arrange for it to be amended, where errors exist.

## **2. Information collected for internal use**

The following personal data will be collected for the internal use of the Registry (unless where also available through the WHOIS look-up facility provided for in Section 12.3.1):

- (i) full name of the Registrant;
- (ii) technical contact name;
- (iii) postal address;
- (iv) e-mail address;
- (v) telephone number;
- (vi) fax number (optional);
- (vii) language for ADR proceedings, as referred to in Paragraph 3(a) of the .eu Dispute Resolution Rules.

## **3. WHOIS look-up facility**

### **3.1. Information published in the WHOIS**

By going to the Website of the Registry and typing in the Domain Name in the WHOIS look-up facility, information about that Domain Name and the Registrant can be accessed in accordance with the rules set out below.

- (i) When the Registrant is a legal person or another form of organisation

The Registry generally publishes the following information in its WHOIS:

- a. name, address and telephone and fax number of the Registrant;
- b. technical contact person;
- c. e-mail address of Registrant;
- d. language for the ADR proceedings, as referred to in Paragraph 3(a) of the .eu Dispute Resolution Rules;
- e. technical data (such as status of the Domain Name or the name servers).

(ii) When the Registrant is a natural person

Where the Registrant is a private individual (natural person) the Registrant contact information published is restricted to the e-mail address, unless the Registrant requests otherwise, and to the language selected for the ADR proceedings, as referred to in Paragraph 3(a) of the .eu Dispute Resolution Rules.

Natural persons who apply for a .eu Domain Name will be explicitly informed by their Registrars of the possibility to create and use a specific functional e-mail address for publication in the WHOIS as an alternative to the use of their personal e-mail address.

All other information collected will only be kept for internal use and will not be disclosed to third parties unless in accordance with this section.

3.2 Disclosure of personal data

Third parties may have legitimate reasons to request the disclosure of personal data of natural persons not published in the WHOIS, but processed by the Registry for its internal use in accordance with Section 1.2 of the WHOIS Policy.

The third party must individually request the disclosure of these data by filing an application form made available on the Website of the Registry and:

- (i) state and substantiate the legitimate reasons for the request;
- (ii) read and agree to a disclaimer which requires the third party not to use the information made available for other purposes than those justified by the abovementioned legitimate reasons;
- (iii) disclose its full name and address (including e-mail address, telephone and fax number, and the company number if the third party is a legal person).

The third party asking for access to the data would only be granted access to the requested data if it fulfils all requirements or if the Registry is ordered by a judicial authority within the European Community to grant such access.

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## **SECTION 13.      LIMITATION OF LIABILITY**

1.    The Registry shall not be liable for any loss, including direct or indirect loss, consequential loss and loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to registration or use of a Domain Name or to use of its software or Website of the Registry, even if it has been advised of the possibility of such loss, including but not limited to:
  - (i)    registration or renewal of (or the failure to register or renew) a Domain Name in favour of a Registrant or a third party due to an error concerning their identity;
  - (ii)   termination of the Registry's authority to register domain names in the .eu Top Level Domain;
  - (iii)   rights that third parties might claim to a Domain Name,
  - (iv)   technical problems or faults;
  - (v)    acts or omissions of a Registrar regarding the application or request for registration, registration or renewal of a Domain Name that may result in non-registration or cancellation of such Domain Name;except in cases where the Registry's wilful misconduct is proved.

In any case, the Registry's liability for damages shall be limited to the amount of the registration fee that applies at the time the dispute is raised with the Registry. The Registrant agrees that no greater or other damages may be claimed from the Registry.

2.    The Registrant shall be liable for any costs, expenses or damages incurred by the Registry for any breach of these Terms and Conditions by the Registrant. Furthermore, the Registrant shall hold the Registry harmless from claims filed or disputes initiated by third parties to this Agreement, and shall compensate the Registry for any costs or expenses incurred or damages it may suffer through third parties taking action against it on the grounds that the application for, the registration or the use of the Domain Name by the Registrant infringe the rights of said third parties.
3.    For the purposes of this Section, the term "Registry" shall also refer to its members, subcontractors and their respective directors and employees.

## **SECTION 14.      AMENDMENTS**

1.    These Terms and Conditions are subject to change, which changes shall take effect as described in this Section.
2.    If the Registry decides to change these Terms and Conditions and/or the Registration policy, it will make the new terms available to the

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public by posting them on the Website of the Registry at least thirty (30) days before the new terms take effect (and upon their taking effect on the announced date, said new terms shall become the Terms and Conditions and/or the Registration Policy). Each Domain Name registration will be handled according to the Rules in effect on the date the application or request for a Domain Name registration is complete.

3. By way of exception to the provision set out in Section 14(2) hereof, the Registry may dispense with the aforementioned minimum period of thirty (30) days. Such modifications will take effect at the time they are announced on the Website of the Registry. The Registry may only make use of this specific procedure provided the relevant modifications seem to be justified within the relevant national or international technical context and provided they are intended to prevent Domain Name registrations of a speculative or abusive nature.
4. The Registry will not at any time, including where an earlier application for a Domain Name registration has previously been rejected, personally inform Registrants that these Terms and Conditions and/or the Registration Policy are to be or have been modified, even if their previously rejected application or applications for Domain Name registration would otherwise be allowed under the modified Terms and Conditions and/or the Registration Policy.

## **SECTION 15. APPLICABLE LAW AND JURISDICTION**

These Terms and Conditions and any dealings between the Registry and the Registrant hereunder are subject to Belgian law. In the event of any dispute, disagreement or claim between the Registry and the Registrant, the courts in Brussels (Belgium) shall have exclusive jurisdiction, except for the cases referred to in Section 16 hereof.

## **SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (“ADR”)**

1. The Registrant accepts that ADR Procedures must be conducted before one of the providers listed at the Website of the Registry.
2. The Registrant must participate in ADR Procedures if a third party (a “Complainant”), in compliance with the .eu Dispute Resolution Rules, asserts to an ADR Provider and initiates a complaint against the Registrant on the basis of speculative or abusive registration, as referred to in Articles 21 and 22(1)(a) of the Public Policy Rules.

Furthermore, the Registrant or a third party shall be entitled to initiate an ADR Procedure in accordance with the procedures laid down in the Rules if it is of the view that a decision taken by the Registry conflicts with the Regulations.

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3. Unless otherwise agreed by the parties to an ADR Procedure or otherwise specified in the agreement between the Registrant and its Registrar, the language of the ADR Procedure shall be the language of that agreement. Any ADR Procedure initiated against the Registry shall be conducted in the English language.
  4. All disputes covered by this section will be governed by the .eu Dispute Resolution Rules applicable upon filing of the complaint and the selected ADR Provider's rules of procedure, as published on the Website of the Registry.
  5. The remedies available to a Complainant under any proceedings before an arbitrator (or panel of arbitrators) appointed by an ADR Provider are strictly limited to:
    - (i) annulment of the challenged Registry decision, in case the ADR Procedure is initiated on the basis of Article 22(1)(b) of the Public Policy Rules; and
    - (ii) revocation or transfer of the Domain Name in case the ADR procedure is initiated on the basis of Article 21.1(a) of the Public Policy Rules.