Domain Name Registration Terms and Conditions

DEFINITIONS

Throughout these Domain Name Registration terms and conditions ('Terms and Conditions'), the Registration Policy, the Registration Guidelines, the Dispute Resolution Rules, the WHOIS Policy and their respective addenda, the following capitalised terms and expressions shall have the following meanings:

ADR Procedure	Has the meaning ascribed to it in the Dispute Resolution Rules.
Domain Name	Means a domain name allocated under the .eu Top Level Domain and its variants in other scripts.
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, and possible subsequent amendments.
General Eligibility Criteria	Eligibility Criteria set out in Art 4(2)(b) of the .eu Regulation.
Homoglyph(s)	Means one of two or more characters or glyphs with shapes that are either identical or cannot be differentiated at first glance. Domain names are considered homoglyphs of each other if all characters of one domain name are homoglyphs of all the characters of the other domain names, in their respective positions.
Homoglyph Bundle	Means a set of domain names that are all homoglyphs of each other.
Operational Homoglyph Bundle	Means a Homoglyph Bundle of which at least one domain name is registered, blocked, reserved, withdrawn, in quarantine, seized, or suspended.
Onsite Contact	Refers to a natural or legal person, unrelated to the Registrar, managing the technical matters relating to the domain name and/or the services linked to the domain name (such as website, email, etc.) on behalf of the Registrant.
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 and subsequent amendments.

Registrant	Means the natural or legal person who has registered the Domain Name via a Registrar and whose Personal Data is placed in the registration database and published in the web-based WHOIS.
Registrar	Means the organisation that is accredited by the Registry to provide Registration Services to Registrants.
Registration Guidelines	Means the technical guidelines made available on the Website of the Registry.
Registration Policy	Means the document available on the Website of the Registry.
Registry	Means EURid vzw (with registration number 0864240408, having its registered office at Woluwelaan 150 B-1831 Diegem, Belgium), the registry manager of the .eu Top Level Domain and its variants in other scripts, appointed by the European Commission.
Regulations	Means the .eu Regulation and the Public Policy Rules.
Rules	Means all rules and regulations applicable to the .eu and its variants in other scripts at Second and Top Level, including, without exception, Regulation 733/2002, Regulation 874/2004, Regulation 1654/2005, their subsequent amendments, the Registration Policy, these .eu Terms and Conditions, the WHOIS Policy, the ADR Rules and the ADR Supplemental Rules, as published on the website of EURid (www.eurid.eu), the Czech Arbitration Court (www.adr.eu), and the WIPO Arbitration and Mediation Center (www.wipo.int) among others.
Term	Means the (renewable) Domain Name registration period, calculated in years, starting on the registration date and ranging from one (1) to ten (10) years. Domain Names registered on 29 February will always be renewed on 28 February.
Website of the Registry	Means the website available at http://www.eurid.eu.
WHOIS Policy	Means the WHOIS Policy made available on the Website of the Registry.

These Terms and Conditions, together with the Registration Policy, the Dispute Resolution Rules, and the Regulations, set out the rights and obligations of the Registry, the Registrar and the Registrant with respect to the registration of a Domain Name and any renewals thereof, including any and all issues in relation to such a Domain Name.

SECTION 1.   ELIGIBILITY REQUIREMENTS

Only natural persons, companies, or organisations meeting 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 otherwise stated 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 Domain Name registration, as set forth in the Registration Guidelines, shall be the sole point of reference.

2.   Only the following names can be registered as a Domain Name:

(i)   available names. A name is available when:
   a. it is not already registered as a Domain Name;
   b. it is not reserved, blocked, or known to the Registry as 'not registrable' in accordance with the Public Policy Rules, unless otherwise stated therein;
   c. it is not part of an Operational Homoglyph Bundle;

(ii)   names that meet the following technical and lexical requirements:
   a. are a minimum of 2 characters long *before* their conversion into the ACE notation (not including the Top Level Domain in any possible available script), are a maximum of 63 characters long *after* their conversion into the ACE notation (not including the Top Level Domain in any possible available script), and after the conversion of capitals into small letters;
   b. exclusively use characters selected from the list of supported characters in the Latin, Greek, and Cyrillic scripts (as published on the website of the Registry in the UNICODE representation);
   c. the selected characters must match the script of the Top Level extension ('script matching').;
   d. contain letters from a single script only in the UNICODE representation, including digits '0' to '9' and/or a hyphen ('-');
   e. do not begin or end with a hyphen ('-');
   f. do not contain a hyphen ('-') in the third and fourth positions simultaneously, unless they begin with the characters 'xn';
   g. may not consist exclusively of an alpha-2 country code;
   h. may not contain any characters other than the Latin letters 'A' to 'Z' or 'a' to 'z', the digits '0' to '9' or the hyphen ('-') if they begin with the characters 'xn--'.

All of the above conditions must be met.

SECTION 3.   OBLIGATIONS OF THE REGISTRANT

Throughout the Term, the Registrant has the following obligations:

1.   as referred to in the Registration Policy, to keep its contact information 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). 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 a 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 the General Eligibility Criteria, and it shall inform the Registry when it ceases to meet such conditions via its Registrar;
2.   all information provided to the Registry during the Domain Name registration process is true, complete, and accurate;
3.   the 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.   throughout the Term, it shall 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 Registrars for the registration, renewal, term extension, transfer, and reactivation of Domain Names may be consulted on the Registry's Website.
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 deletion of the Domain Name concerned.

SECTION 6.   TERM, RENEWAL AND EXTENSION OF THE TERM OF THE DOMAIN NAME REGISTRATION

1.   The Term of any Domain Name registration shall commence and end on the dates set forth above in the definition of the Term.
      Unless otherwise stated herein, the Term shall be tacitly renewed for an additional period of one year subject to the provisions set forth in the definition of Term.
2.   The Registrant shall be entitled to terminate the Domain Name registration in accordance with its agreement with its Registrar. Such termination shall only take effect if the Registry receives a deletion request via the Registrar before the end of the Term. If no such request is received, the Registry shall be entitled to claim the applicable renewal fee 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.
4.   The Registry shall be entitled to immediately suspend or cancel the Domain Name when the Registrant is in breach of the Rules.

SECTION 7.   TRANSFER OF A DOMAIN NAME

1.   Subject to Section 8 below, the Registrant has the right to transfer the Domain Name to a new Registrant and/or to another accredited Registrar in accordance with the procedure set forth in Section 10 of the Registration Policy, provided the following conditions are met:
      1) where the Domain Name is being transferred to a new Registrant. the new Registrant has confirmed that it satisfies the General Eligibility Criteria; and
      2) the Registrar is in credit for the payment of the applicable fees.
      By following this procedure, the Registrars and Registrants involved acknowledge and warrant the validity of the transfer of the Domain Name.

2. A Domain Name that is blocked cannot be transferred other than by a decision taken by:
   a. a panel in an ADR Procedure; or
   b. the courts of a Member State.

3. During the Term, a Domain Name can be transferred at any time to the legal heirs of the Registrant (following the death of the Registrant) or to the purchaser of the Registrant's assets (in the event that the Registrant becomes subject to any of the proceedings referred to in the Public Policy Rules) following the submission of the appropriate documentation, and provided that the legal heirs or the purchaser fulfil the eligibility requirements as set out in Section 1 of these Terms and Conditions. Such a transfer shall occur in accordance with the procedure set out in Section 10 of the Registration Policy.

4. If the Registrar fails to provide the Registrant with the unique authorisation code in accordance with Section 10 of the Registration Policy, the Registrant may request the authorisation code directly from the Registry, provided that the Registrant can demonstrate it has undertaken all efforts to obtain the authorisation code from the Registrar and that the Registrar has not provided it. In such a case, after receipt of the request from the Registrant and upon examination of the information received from the Registrant, the Registry may decide to grant the authorisation code directly to the Registrant.

5. Under no circumstances shall the Registry be liable for processing the transfer of a Domain Name. The (current and/or new) Registrar and the (current and/or new) Registrant shall be jointly, fully, and solely liable for ensuring that each request for the transfer of a Domain Name is appropriately documented and filed by an authorised person.

6. For the avoidance of doubt, in the event of a transfer in accordance with Section 10.3 of the Registration Policy, the Term of the Domain Name shall remain unchanged.

SECTION 8.   SUSPENDED, BLOCKED AND REVOKED DOMAIN NAMES; REGISTRY LOCK

1. The Registry shall suspend any Domain Name:

   (i) for forty (40) days if and to the extent the Registry has received a deletion request from the Registrar as set forth in Section 6.2 of these Terms and Conditions. The 40-day suspension period shall start on (a) the date mentioned in the deletion request or (b) the date on which the deletion request was made in the event that the date mentioned in the deletion request is prior to such date, or no date was mentioned in the deletion request;
   (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, the Domain Name can no longer be used. The Registry shall show the suspended status of those Domain Names in its web-based WHOIS.

2. During the period of suspension referred to in paragraph 1(i) above

   (i) the Registrant may request to reactivate or transfer the suspended Domain Name in accordance with Section 11 of the Registration Policy. The Registry shall only reactivate a suspended Domain Name

referred to in paragraph 1(i) upon receipt by the Registry of a request by the Registrar appointed by the Registrant to re-activate the Domain Name, and if the Registrar is in credit for the payment of the applicable re-activation fees;

(ii)   the heirs of the Registrant (in the case of the death of the Registrant) or the relevant administrator (in the event that the Registrant becomes subject to the proceedings 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 event of the death of the Registrant) or by the relevant administrator (in the event that the Registrant becomes subject to the proceedings 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 the courts 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 proceedings are pending, until such proceedings are terminated and the Registry has been notified of the relevant decision; in this case (a) the Domain Name cannot be transferred to a new Registrant and/or to another accredited Registrar, and (b) the Registrant cannot change its contact information with respect to the blocked Domain Name;

c.   where it has notified the Registrant and/or the Registrar in accordance with Section 12.2 of the Registration Policy.

4.   The Registry shall revoke any Domain Name following a decision to that effect of a panel in an ADR Procedure or court order.

5.   The Registry may revoke the registration of a Domain Name on its own initiative and without submitting the dispute to any non-judicial settlement of conflict procedures, on the following grounds exclusively:
(i)   outstanding unpaid debts owed to the Registry;
(ii)   non-fulfilment by the Registrant 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.

6.   The Registrar may request that the Registry activate the Registry Lock service for a Domain Name at any time. The Registry Lock service refers to the service provided by the Registry to protect the Domain Name against accidental changes, transfers, or deletions by locking the Domain Name. During the time that the Registry Lock service is active for a specific Domain Name, that Domain Name cannot be cancelled, updated or transferred to either a new Registrant or another Registrar.

SECTION 9.   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 stated 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 the registration of a Domain Name.

SECTION 10.   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 as published in the web-based WHOIS.

2.   Any communication between the Registry and the Registrant shall be in one of the official languages of the European Union.

SECTION 11.   PRIVACY AND DATA PROTECTION

By registering a Domain Name and accepting the Terms and Conditions, the Registrant and, if applicable, the Onsite Contact authorises the Registry to process personal and other data required to operate the Domain Name system in accordance with the Privacy Policy and the WHOIS Policy, available on the Website of the Registry.

For the purposes of ensuring the accuracy of the registration data as required by the Regulation(s) and for other administrative purposes, the Registry may involve data processors and sub-data processors to process the Registrant's personal data contained in the Registry's registration database, always on behalf of, and as instructed by, the Registry.

SECTION 12.   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 in tort (including negligence) or otherwise arising, resulting from or related to the 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 Top Level Domain;
(iii)   rights that third parties might claim over a Domain Name,
(iv)   technical problems or faults;
(v)   acts or omissions of a Registrar regarding the registration or renewal of a Domain Name that may result in the deletion of such a Domain Name; except in cases where the Registry´s wilful misconduct is proved.
In any event, 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 not hold the Registry responsible in claims filed or disputes initiated by third parties, 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 registration or the use of the Domain Name by the Registrant infringe the rights of said third parties.

3. In the event that EURid is requested by any law enforcement authority to take any action against a Domain Name (including, but not limited to, redirecting or invalidating a Domain Name), EURid will comply with such a request. EURid cannot be held liable for any damages and/or losses suffered by the Registrant or any third party as a result of such compliance.

4. For the purposes of this Section, the term 'Registry' shall also refer to its members, subcontractors, and their respective directors and employees.

SECTION 13. AMENDMENTS

1. These Terms and Conditions and the Registration Policy are subject to changes 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 public by posting them on the Website of the Registry at least thirty (30) days before the new terms are enforced (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 that the Domain Name registration is completed. Possible legacies relating to Domain Name registrations that were made prior to the enforcement of these Terms and Conditions will be managed according to the procedures available on the Registry's Website.

3. By way of exception to the provision set out in Section 13.2, 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 that 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. At no time will the Registry have any obligation to personally inform Registrants that these Terms and Conditions and/or the Registration Policy are to be or have been modified.

SECTION 14. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions and any relation between the Registry and the Registrant under the same 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 15.

SECTION 15. ALTERNATIVE DISPUTE RESOLUTION ('ADR')

1.   The Registrant accepts that ADR Procedures must be conducted through one of the providers listed on the Website of the Registry.

2.   The Registrant must participate in ADR Procedures if a third party (a 'Complainant'), in compliance with the Dispute Resolution Rules, assents 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 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.

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 Dispute Resolution Rules applicable upon the 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 the revocation or transfer of the Domain Name, in the event that the ADR procedure is initiated on the basis of Article 22(1)(a) of the Public Policy Rules.