

## **Domain Name Registration Policy**

### **DEFINITIONS**

This Domain Name Registration Policy (the 'Registration Policy') adopts the terms defined in the Terms and Conditions and/or the ADR Rules.

### **OBJECT AND SCOPE**

This Registration Policy sets out the technical and administrative procedures used by the Registry regarding Domain Name registration, or the deletion, transfer, suspension, revocation etc of these Domain Names.

The terms and conditions of this Registration Policy apply only to Domain Names registered directly under the 'eu' Top Level Domain and possible .eu variants in other scripts.

This Registration Policy does not apply to Domain Names registered at any lower level over which the Registry has no authority, as these levels are managed exclusively by the Registrant.

### **SECTION 1. ELIGIBILITY CRITERIA**

The Registrant must meet the following Eligibility Criteria and be:

- (a) a European Union citizen, independently of their place of residence (criterion applicable as from 19 October 2019, based on article 20 juncto article 22 of the Regulation (EU) 2019/517); or
- b) a natural person who is not a European Union citizen and who is resident of a European Union Member State, Iceland, Liechtenstein or Norway; or
- c) an undertaking established in the European Union, Iceland, Liechtenstein or Norway; or
- d) an organisation established in the European Union, Iceland, Liechtenstein or Norway without prejudice to the application of national law.

Registrants who do not meet any of the above Eligibility Criteria are not entitled to register a Domain Name.

If the Registrant no longer meets the above conditions, the Registry is entitled to revoke the Domain Name in question at any time, in accordance with the Terms and Conditions.

### **SECTION 2. CHOOSING A NAME - AVAILABILITY AND TECHNICAL REQUIREMENTS**

The Registrant must, prior to registering a Domain Name, verify whether the requested Domain Name meets the availability and technical requirements set forth in Section 2.2 of the Terms and Conditions.

In this respect, the Registrant must take the following steps:

- a) check whether the requested Domain Name meets the technical requirements set out in Section 2.2 b) of the Terms and Conditions;
- b) check in the web-based WHOIS (available on the Website of the Registry) whether the Domain Name is available. Domain Names contained in the lists of blocked or reserved names (published on the Website of the Registry) are not (yet) available for Registration.

### **SECTION 3. SELECTING A REGISTRAR**

Domain Names can only be registered or renewed with the Registry, through a Registrar who acts on behalf of the Registrant.

Therefore, in order to register a Domain Name, the Registrant should select a Registrar accredited by the Registry from the list available on the Website of the Registry.

#### **SECTION 4. READING THE RULES**

When registering a Domain Name, the Registrant enters into an agreement with the Registry, the terms and conditions of which are contained in the Rules. As of that moment, the Registrant will be bound exclusively by these Rules, which may be subject to change at any time in accordance with the procedures laid out in this Registration Policy.

It is the Registrar's responsibility to provide the Registrant with the applicable Rules prior to registering their Domain Name.

The Terms and Conditions and all other Rules that currently apply are available on the Website of the Registry.

Please note that the Registry is entitled to revoke a Domain Name on its own initiative in the event that the Registrant is in breach of the Rules.

#### **SECTION 5. PROVIDING ACCURATE AND COMPLETE CONTACT INFORMATION**

A Domain Name registration will only be considered complete when, through a Registrar, the Registrant provides the Registry with at least the following information:

- a) The full name of the Registrant. Where no undertaking or organisation name is specified, the individual requesting registration of the Domain Name will be considered the Registrant; if the name of the undertaking or organisation is specified, then the undertaking or organisation is considered the Registrant;
- b) The full address of the Registrant;
- c) Indication of country of citizenship for European Union citizens not residing in a European Union Member State;
- d) The Registrant's e-mail address (or that of their representative);
- e) The telephone number by which the Registrant (or its representative) can be contacted;
- f) The requested Domain Name;
- g) The language for ADR proceedings, as referred to in Paragraph 3(a) of the ADR Rules, being the language of the registration agreement between Registrant and Registrar in accordance with the Rules.

The Registrant is under obligation to keep the above information complete and accurate at all times throughout the Term of registration (see Section 8 concerning the amendment of contact information).

The Registry is entitled to revoke a Domain Name for which the Registrant has provided incomplete or inaccurate information.

The Registry is entitled to request further information from the Registrant (directly or via the Registrant's Registrar).

The Registrant must supply a functioning email address in order to receive communications from the Registry and/or the ADR Provider. If the address provided to the Registry is not a functioning e-mail address, the Registry is entitled to revoke the Domain Name in accordance with the procedure referred to in Section 12 of this Registration Policy.

The information must be that of the Registrant, and must not be that of the Registrar, proxy, or representative of a person or entity that does not meet the Eligibility Criteria.

## **SECTION 6. REGISTERING A DOMAIN NAME**

Domain Names can only be registered with the Registry through a Registrar accredited by the Registry. It is likely that the Registrar will charge a fee for this service. It is not possible to file a request for Domain Name registration directly with the Registry.

Provided that the Registrant has supplied all the necessary information to the Registrar and fulfilled any and all other relevant obligations, it is the responsibility of the Registrar to enter such information directly into the Registry system according to the technical procedures established by the Registry and provided to the Registrar.

If the requested Domain Name is still available and the information is complete, the Domain Name will be automatically registered for a (renewable) Term as described in and subject to the provisions set forth in the Terms and Conditions.

It is not possible to correct a spelling mistake in the Domain Name itself; registering the correct Domain Name is the only solution to the aforementioned issue.

## **SECTION 7. WEB-BASED WHOIS**

The Rules require the Registry to provide a web-based WHOIS. Further details on the purpose of, and information published in, the web-based WHOIS, in addition to misuse prevention, disclosure of personal data, and the accessibility of the web-based WHOIS to visually-impaired individuals, are set out in the WHOIS Policy, available on the Website of the Registry.

## **SECTION 8. PROCEDURE FOR AMENDING CONTACT INFORMATION**

If the contact information for the Registrant changes, the Registrant must ask the Registrar(s) to amend this information with the Registry within one (1) month following any such change. It is not possible to file such a request directly with the Registry.

## **SECTION 9. PROCEDURE FOR THE RENEWAL, DELETION, OR EXTENSION OF THE TERM OF A DOMAIN NAME**

In principle, and subject to the provisions set forth in the Terms and Conditions, the Term of a registered Domain Name is automatically renewed for consecutive one (1) year periods.

The Registrant is entitled to cancel a Domain Name registration by filing a request with their Registrar; the Registrar is the only entity that may file a deletion request with the Registry. It is not possible for a Registrant to file a deletion request directly with the Registry.

The procedures used by Registrars for the renewal, deletion, or extension of the Term of Domain Names may vary. EURid therefore recommends that the Registrant carefully reads the terms and conditions set out by the selected Registrar. In some cases, the Registrar will cancel, renew, or extend the Term of a Domain Name if certain conditions are met.

If the Registrant does not intend to renew the Domain Name upon expiry of the Term, it is important that the Registrar is informed of this in due time, and always in accordance with the agreement between the Registrar and the Registrant. If the expiry date of the Domain Name registration passes, the Registry will automatically invoice the Registrar for a new one-year Term. In this event, it is likely that the Registrar will charge the renewal fee to the Registrant.

Every Registrar has its own invoicing terms and conditions. Some Registrars expect the Registrant to pay any outstanding invoice before their Domain Name expires, so that they may know whether the registration should be renewed or not. Please note that the Registry will not intervene in any dispute between a Registrar and its customers.

## **SECTION 10. PROCEDURE FOR TRANSFER**

### **10.1 Transfer of a Domain Name to another accredited Registrar**

Subject to Section 8 of the Terms and Conditions, the Registrant has the right to transfer the Domain Name to another Registrar in accordance with the procedure set out below.

Upon request from the Registrant to transfer the Domain Name to another accredited Registrar, the current Registrar shall request a unique authorisation code for a transfer from the Registry. Following the provision by the Registry of this authorisation code to the Registrar, the authorisation code will be provided subsequently (i) by the Registrar to the Registrant, (ii) by the Registrant to the new Registrar and (iii) by the new Registrar to the Registry via the appropriate transaction.

The Registry shall execute the transfer after receipt by the Registry of the authorisation code in accordance with (iii) above.

By following this procedure, the Registrars and Registrant involved acknowledge and warrant the validity of the transfer of the Domain Name to the new accredited Registrar.

If the agreement between the Registry and the Registrar appointed by the Registrant is terminated, and if the Registrar has not transferred the Domain Name portfolio to another Registrar, the Registry will notify the Registrant of this fact. The Registrant must select a new Registrar before the end of the Term. At the end of the Term, the Domain Name will be suspended.

### **10.2 Transfer of a Domain Name to a new Registrant**

Subject to Section 8 of the Terms and Conditions, the Registrant has the right to transfer the Domain Name to another Registrant in accordance with the procedure set out below.

Upon request from the Registrant to transfer the Domain Name to a new Registrant, the current Registrar shall request a unique authorisation code for a transfer from the Registry. Following the provision by the Registry of this authorisation code to the Registrar, the authorisation code will be provided subsequently (i) by the Registrar to the transferring Registrant, (ii) by the transferring Registrant to the new Registrant, (iii) by the new Registrant to the (current or new) Registrar and (iv) by the (current or new) Registrar to the Registry via the appropriate transaction.

The Registry shall execute the transfer after receipt by the Registry of the authorisation code in accordance with (iv) above.

By following this procedure, the Registrars and Registrants involved acknowledge and warrant the validity of the transfer of the Domain Name to the new Registrant.

If, during the Term, the Registrant ceases to exist, becomes subject to insolvency proceedings, winding up, cessation of trading, bankruptcy, or similar, the legal heirs

or the legally appointed administrator may request the transfer of the Domain Name in accordance with Section 7 of the Terms and Conditions.

### **10.3 Update of information**

If a Registrant wishes to transfer the Domain Name to a new Registrant, so long as the Registrar does not change pursuant to such a transfer, the Registrar has the right (in addition to the procedure set out in Section 10.2 above) to update the Domain Name Registrant's information to that of the new Registrant. For the avoidance of doubt, no authorisation code shall be required for an update of this kind.

By following this procedure, the Registrar and Registrants involved acknowledge and warrant the validity of the transfer of the Domain Name to the new Registrant.

## **SECTION 11. SUSPENSION OF DOMAIN NAMES AND PROCEDURE FOR REACTIVATION**

1. If the Registry receives a deletion request from the Registrar pursuant to Section 6.2 of the Terms and Conditions and Section 9 of this Registration Policy, it will immediately suspend the Domain Name in question for a period of forty (40) calendar days following (i) the date mentioned in the deletion request or (ii) the date on which the deletion request was made if later than the date mentioned in the deletion request, or if no date was mentioned in the deletion request.

Within this 40-day period:

- (i) the Registrant may request that their Registrar reactivate the suspended Domain Name, and the Registrar shall inform the Registry of such a request.

In principle, the reactivation of a Domain Name does not change the registration date or the registration anniversary date, but adds another year to the Term, subject to the provisions set forth in the Terms and Conditions; or

- (ii) the Registrant may request the transfer of the Domain Name (implicitly reactivating the Domain Name).

Furthermore, during the aforementioned suspension period, the executor of the estate of the Registrant or their legal heirs (in the event of the death of the Registrant), or the legally appointed administrator (in the event of the winding up of the Registrant) may, notwithstanding suspension of the Domain Name, apply to transfer the name via a Registrar at the time of submitting the appropriate documentation, as referred to in Section 10 of this Registration Policy.

If no reactivation or transfer takes place as referred to above within the stated 40-day period, or if the Registry does not receive the relevant fees, it shall make the Domain Name in question available for general registration. No reimbursement shall be made of fees paid for the initial Domain Name registration (or renewals thereof).

2. If the Registry suspends a Domain Name upon termination of the agreement between the Registry and the Registrar, the procedure provided for in Section 11.1 of this Registration Policy shall apply.

## **SECTION 12. PROCEDURE FOR THE REVOCATION OF DOMAIN NAMES**

1. The Registry may revoke a Domain Name at its own discretion on the following grounds exclusively:
  - (i) Outstanding unpaid debts owed by the Registrar to the Registry;

- (ii) The Registrant not or no longer fulfilling the Eligibility Criteria provided under article 4(2)(b) of the Regulation (EC) 733/2002 and article 20 juncto article 22 of Regulation (EU) 2019/517;
  - (iii) Any breach of the Rules by the Registrant.
- 2. Before revoking the Domain Name, the Registry shall notify the Registrant and/or the Registrar through whom the Domain Name has been registered by email, affording the Registrant and/or the Registrar the opportunity to remedy, where possible, the aforementioned grounds for revocation.  

If the aforementioned grounds for revocation are not remedied in due time, the Registry shall be entitled to revoke the Domain Name.
- 3. As of the moment the Registry notifies the Registrant and/or the Registrar in accordance with Section 12.2, it may suspend the Domain Name(s) in question. Domain Names that have been suspended in accordance with this Section 12.3 cannot be transferred or re-activated.