

**Domain Name Registration Policy**

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## DEFINITIONS

All terms used herein with a capital letter are defined in the Terms and Conditions and/or the Dispute Resolution Rules available on <http://www.eurid.eu>.

## OBJECT AND SCOPE

This Registration Policy sets out the technical and administrative procedures used by the Registry as regards the Domain Name registrations, or requests for such registrations including deletion, transfer, suspension, revocation etc of these Domain Names.

The Terms and Conditions of this Registration Policy apply only to Domain Name registrations, or requests for such registrations, as referred to in Article 2, fourth paragraph, of the Public Policy Rules, i.e. Domain Names registered directly under the “.eu” Top Level Domain and possible .eu variants in other scripts.

This Registration Policy does not apply to names registered at all lower levels over which the Registry has no authority as these levels are managed exclusively by the Registrant.

## SECTION 1. THE REGISTRANT MUST DETERMINE WHETHER IT MEETS THE GENERAL ELIGIBILITY CRITERIA

In this first step the Registrant must verify whether it meets the General Eligibility Criteria, whereby it must be:

- (i) an undertaking having its registered office, central administration or principal place of business within the European Union, Norway, Iceland or Liechtenstein, or
- (ii) an organisation established within the European Union, Norway, Iceland or Liechtenstein without prejudice to the application of national law, or
- (iii) a natural person resident within the European Union, Norway, Iceland or Liechtenstein.

The eligible countries and territories are listed in Annex 1 hereto.

If the Registrant does not meet one of the above eligibility criteria, there is no entitlement to register a Domain Name.

If the Registrant files a request for a Domain Name registration and is unable to meet, or no longer meets, the above conditions, the Registry is entitled to reject the request or to revoke the Domain Name concerned at any time in accordance with Sections 6.4 and 8.4 of the Terms and Conditions.

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

The Registrant must, prior to filing a Domain Name registration request, 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:

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

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

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

Therefore, in order to file a request for registration of 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 filing a request to register a Domain Name, the Registrant enters into an agreement with the Registry, the terms and conditions of which are contained in the Rules. Thenceforth, the Registrant will be bound exclusively by these Rules, which may be subject to change at any time in accordance with the procedures laid down herein.

It is the Registrar's responsibility to provide the Registrant with the applicable Rules prior to filing its request for Domain Name registration.

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 at its own initiative in the event that the Registrant is in breach of the Rules.

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

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

- (i) the full name of the Registrant; where no name of a company or organisation is specified, the individual requesting registration of the Domain Name will be considered the Registrant; if the name of the company or the organisation is specified, then the company or organisation is considered the Registrant;
- (ii) address and country within the European Union, Norway, Iceland or Liechtenstein
  - a. where the registered office, central administration or principal place of business of the undertaking of the Registrant is located or
  - b. where the organisation of the Registrant is established or
  - c. where the Registrant resides;
- (iii) e-mail address of the Registrant (or its representative);
- (iv) the telephone number where the Registrant (or its representative) can be contacted;
- (v) the requested Domain Name;
- (vi) the language for the ADR proceedings, as referred to in Paragraph 3(a) of the Dispute Resolution Rules, being the language of the registration agreement between Registrant and Registrar in accordance with article 22(4) of the Public Policy Rules.

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

The Registry is entitled to reject a request for Domain Name registration or 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 (both directly or via the Registrant's Registrar), for instance in the context of a Domain Name application made during the Phased Registration Period.

The Registrant must undertake to supply a functioning email address in order to receive (see (iii) before) possible communications from the Registry and/or the ADR Provider. If the address provided to the Registry is not a functioning email address, the Registry is entitled to cancel the request for Domain Name registration or even revoke the Domain Name in accordance with the procedure referred to in Section 12 hereof.

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 General Eligibility Criteria.

## SECTION 6. REGISTERING A DOMAIN NAME

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

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

If the requested Domain Name is still available, the information is complete and the Registrar account is in credit, 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.

**Please note:** 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. WHOIS DATABASE

### 1. Introduction

The Public Policy Rules require the Registry to provide a WHOIS look-up facility where, by typing in a .eu Domain Name in one of the available scripts, information about the administrative and the technical contact administering the Domain Name can be found.

When a Domain Name is registered, the information relating to that Domain Name is available in a WHOIS database in compliance with the rules set out in the WHOIS Policy. The collected information includes Registrant contact information, the Registrar's name and details of the name servers to which the Registry delegates authority for the Domain Name.

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.

When registering a Domain Name, the Registrant is required to accept the Registry's Terms and Conditions which authorises the Registry to make some personal data accessible on its website, along with some other technical data, in order to guarantee the transparency of the Domain Name system towards the public.

## 2. Purpose

As set forth in the first paragraph of Article 16 of the Public Policy Rules, the purpose of the WHOIS database is to provide reasonably accurate and up to date information about the technical and administrative points of contact administering the Domain Names.

## 3. Preventing misuse of WHOIS data

WHOIS data can be accessed through a purely textual command or by use of a web-based facility. The textual WHOIS look-up facility only contains technical information, which does not specifically relate to the Registrant.

In order to prevent misuse of personal data available in the web-based WHOIS look-up facility the Registry may take appropriate measures, including but not limited to:

- (i) using a captcha code;
- (ii) rendering text as images;
- (iii) limiting the fields shown;
- (iv) limiting search mechanisms; or
- (v) enforcing access limits.

All those who submit a query to the WHOIS database will first be required to read and agree to the 'WHOIS legal statement and terms and conditions' which will inform the user that:

- a. the WHOIS services are provided for information purposes only
- b. by submitting a query the user agrees not to use the information to:
  1. allow, enable or otherwise support the transmission of unsolicited, commercial advertising or other solicitations whether via email or otherwise;
  2. target advertising in any possible way;
  3. cause nuisance to the Registrant in any way by sending messages to them.

To prevent "data mining" using the textual command method, the Registry may enforce look-up restrictions.

## 4. Internet Accessibility

For the web-based facility there will be special accessibility provisions to make sure that visually impaired people have equal access to the WHOIS information.

## SECTION 8. PROCEDURE FOR AMENDING CONTACT INFORMATION

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

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## **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 its 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. Therefore, EURid recommends that the Registrant read carefully the terms and conditions established 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.

### **IMPORTANT REMARK**

If the Registrant does not intend to renew the Domain Name upon expiry of the Term, it is important that the Registrar is informed thereof 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 such a case, it is likely that the Registrar will charge this renewal fee to the Registrant.

Every Registrar has its own invoicing terms and conditions. Some Registrars expect the Registrant to pay the invoice before their Domain Name expires, so that they 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 forth 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 such transfer from the Registry. Following the provision by the Registry of such 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 the receipt by the Registry of the authorisation code in accordance with (iii) above.

By following the above procedure, the involved Registrars and Registrant 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 that Registrar has not transferred the Domain Name portfolio to another Registrar, the Registry will notify the Registrant thereof. 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 forth 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 such transfer from the Registry. Following the provision by the Registry of such 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 the receipt by the Registry of the authorisation code in accordance with (iv) above.

By following this procedure, all involved Registrars and Registrants 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 the 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, and on the condition that the Registrar does not change pursuant to such transfer, the Registrar has the right (in addition to the procedure set out in Section 10.2 above) to update the Registrant's information of such Domain Name to that of the new Registrant. For the avoidance of doubt, no authorisation code shall be required for such update.

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

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

1. If the Registry receives a deletion request from the Registrar according to Section 6.2 of the Terms and Conditions and Section 9 hereof, 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 in case the date mentioned in the deletion request is prior to such date or no date was mentioned in the deletion request.

Within this forty-day period,

- (i) the Registrant may request its Registrar to reactivate the suspended Domain Name and the Registrar shall inform the Registry of such request.

The reactivation of a Domain Name in principle 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.

- (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 the legal heirs (in the case of the death of the Registrant) or the legally appointed administrator (in the case 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.

If no reactivation or transfer takes place as referred to above within the stated forty-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 hereof shall apply.

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

1. The Registry may revoke a Domain Name at its own discretion exclusively on the following grounds:
  - (i) outstanding unpaid debts owed by the Registrar to the Registry;
  - (ii) the Registrant's not or no longer fulfilling the General Eligibility Criteria provided under Article 4(2)(b) of the .eu Regulation;
  - (iii) breach of the Rules by the Registrant.

2. At least fourteen (14) days before revoking the Domain Name, the Registry shall notify by e-mail the Registrant and/or the Registrar through whom the Domain Name has been registered, 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 within the timeframe referred to above, the Registry shall be entitled to revoke the Domain Name.

3. As of the moment the Registry has notified the Registrant and/or the Registrar in accordance with Section 12.2, it may suspend the concerned Domain Name(s). Domain Names that have been suspended in accordance with this Section 12.3 cannot be transferred nor re-activated.

## ANNEX 1

### Who may register a Domain Name?

**Note: Residency (NOT nationality) is a criterion for the registration of Domain Names.**

Eligible countries/territories	Non-eligible countries/territories
Austria	
Belgium	
Bulgaria	
Cyprus, Southern Greek part of (under the control of the Republic of Cyprus)	Northern Turkish part of Cyprus
Croatia	
Czech Republic	
Denmark	Faroe Islands
	Greenland
Estonia	
Finland	
Åland Islands	
France	French Polynesia
Guadeloupe	Territory of the French Southern and Antarctic Lands
French Guiana	New Caledonia and Dependencies
Martinique	Saint Pierre and Miquelon
Mayotte	Wallis and Futuna Islands
Reunion	
Germany	
Greece	
Hungary	
Iceland	
Ireland	
Italy	
Latvia	
Liechtenstein	
Lithuania	
Luxemburg	
Malta	
Norway	
Poland	
Portugal	
The Azores	
Madeira	
Romania	
Slovakia	
Slovenia	
Spain	
Canary Islands	
Ceuta	
Melilla	
Sweden	
The Netherlands	Aruba Netherlands Antilles: Bonaire Curaçao Saba Sint Eustatius Sint Maarten

United Kingdom Gibraltar	Anguilla Bermuda British Antarctic Territory British Indian Ocean territory British Virgin Islands Cayman Islands Falkland Islands (Islas Malvinas) Guernsey Isle of Man Jersey Montserrat Pitcairn Saint Helena, Ascension and Tristan da Cunha South Georgia and the South Sandwich Islands Turks and Caicos Islands
	Andorra
	Monaco
	San Marino
	Switzerland
	Turkey
	Vatican City