Domain Name Policy for the LU top level domain

Purpose

The purpose of this document is to define the terms and conditions regarding the use and registration of second level domain names within the LU top level domain. These terms and conditions, together with the documents Domain name charter and Fees for domain name registration all issued by the registry RESTENA, in each case as amended from time to time, form part of the contract between the applicant and RESTENA Foundation.

By submitting its application form for the registration of a domain name the applicant agrees to abide to the terms and conditions stated in these documents and with any subsequent modification to these documents by RESTENA Foundation.

If any clause of these terms and conditions is held to be invalid or unenforceable in whole or in part, the invalid or unenforceable wording shall be deemed to be omitted.

Definition of terms

a) Name space:
refers to any conceptual area in which domain names must be unique as they may only be used once.

b) Domain:
an Internet domain.

c) Entity:
refers to a natural person or a legal person (company, association, organization) or any other group wishing to have a domain name registered

an entity is represented by the administrative contact as stated in the domain name application form.

d) Administrative contact

natural or legal person who has to be established in Luxembourg and who has valid power with regard to the registry RESTENA Foundation DNS-LU for the registration of a domain name

e) Applicant:
an entity which has introduced an application form for the registration of a domain name

f) Registrant
an entity which has registered a domain name

g) Registry:
a registry comprises the roles and activities involved in the administration of a portion of the domain name space. The registry RESTENA Foundation will subsequently be designated as DNS-LU or registry.

h) Registrar
a registrar is the person which is authorized to enter and modify a registry's data, based on data supplied by the registrant and on the requirements of the latter.

i) Repository:
contains the primary (master) data for the registry.

Terms and Conditions

1. Nameservers

1.1. For registered active domain names there must be an operational primary and an operational secondary Domain Name System (DNS) nameserver. Both need permanent IP connectivity to the Internet (for queries and zone transfers) in order to be easily checked for operational status and database accuracy at any time by DNS-LU. The software used must implement the IETF standards for DNS, currently RFC1035 and RFC2181. The servers should be in physically separate locations and on different networks (cf. Best Current Practice RFC2182).

1.2. The primary and secondary domain nameservers should be active permanently and respond to DNS queries before the application form for the registration of a new active domain name is submitted. If the nameservers do not respond properly during the registration process, the application form cannot be processed.

1.3. DNS-LU has the right to test the DNS operation regularly and may set the domain name to inactive in case of repeated failures (cf. 1.1.).

2. Fees

2.1. A charging scheme based on a cost recovery model for the reservation and the use of domain names under the top level domain LU is introduced as from January 1, 1997. For further information, please check the document "Fees for domain name registration" which is an integral part of the terms and conditions of this contract.

3. Invoices

3.1. Invoices are sent to the billing contact (agent) as listed in the application form or to the administrative contact if no billing contact has been provided.

3.2. If the applicant uses an agent for payment of fees, DNS-LU will first seek payment from the agent; but if the agent does not pay the fees for whatever reason, DNS-LU will have the right to recover the fees from the applicant.

3.3. The applicant acknowledges that the non-payment of the fees by the billing agent according to the terms of article 7 will result in DNS-LU having the right to cancel the domain name without prior notification to the applicant.

4. Processing order of requests

4.1. Fax messages and letters are processed in chronological sequence of arrival. The registry will not be liable for any errors which may occur when fax messages and letters are being processed.

4.2. The entity seeking registration is fully responsible for the accuracy of the information provided to the RESTENA Foundation and is therefore required to

supervise any records in the repository belonging to said entity.

4.3. Applications for modifications and termination of domain names are processed in the same way as described above. Exceptions to chronological order may occur under certain circumstances and upon special request by registrants.

5. Start of registration, processing time

The domain name will be registered normally within 10 working days upon receipt by the RESTENA Foundation of a valid application form for a new second level domain name.

6. Suspension of registration

When an entity submits an application form containing gross errors, the registry may suspend the registration process.

7. Inactivation of domain names, 'on-hold' period

7.1. If the applicant does not pay the outstanding fees, a first reminder will be sent to the applicant after a period of 30 days from the date of the invoice. If no payment is received by DNS-LU after another period of 30 days, a second reminder will be issued to the applicant and active domain names will be set to inactive.

7.2. DNS-LU will in this case put that domain name 'on-hold' status for a period of 30 days. As long as the domain name is 'on-hold' status, that domain name will be set to inactive and not be available for use by any party.

7.3. After elapse of this final period of 30 days (90 days from the date of the invoice), DNS-LU will have the right to remove the domain name from the LU nameserver.

7.4. 7.4. Removed domains become available subjet to conditions described under point 8.3.

8. Termination of registration

8.1. An active or inactive registration of second level domain names may be erased from the repository due to notably the following reasons:

(a) When the applicant requests termination of his entry. The request needs to be sent to the RESTENA Foundation in writing on the pre-printed forms and must be signed by the administrative contact. Allow normally no more than 30 days to process the request.

(b) When no or insufficient payment for registration/reservation is received after elapse of the 'on-hold' period as defined in article 7.

(c) When the registration had been unlawful. Deletion may be enforced as result of a court decision.

(d) The applicant has provided false information to DNS-LU, or has failed to notify an updated version of its form to DNS-LU within 30 days time.

(e) The holder of the domain name has ceased to exist, and the RESTENA Foundation has not been notified an eventual transfer of the domain name by the transferee.

(f) The holder fails to respect any of its obligations as contained in the present document and the documents Domain name charter and Fees for domain name registration, as amended from time to time by DNS-LU.

8.2. When an entity loses its right to use a domain name, no refund of any pre-paid fees will be made.

8.3. After a domain name name has been deleted, it spends 30 days in quarantine. During this period of time, the domain name may be reactivated on behalf of the former holder, subject to the payment of registration fees by which the domain name is then automatically renewed for one additional year. Once the 30 day quarantine period has passed, the name is again made available to the public to register. During the quarantine, a domain name may never be transferred to a new holder. By way of derogation, there is no quarantine if a domain name is deleted for reasons stated under paragraph 8.1. points (c), (d), (f).

9. Responsibilities for domain names

9.1. The applicant warrants to DNS-LU that the details submitted by the applicant to DNS-LU are true and correct, and that future additions or alterations to those details will be true and correct.

9.2. DNS-LU does not accept any responsibility for the use of any domain name on the register of LU domain names and in particular for any conflict with trade marks, registered or unregistered, or with rights to names in other contexts. DNS-LU is hereby expressly exempted from any and all responsibility for the verification of rights to a name.

9.3. The applicant indemnifies the registry against any claim that the registration of the domain name or the manner in which the domain name is directly or indirectly used infringes the legal rights of any third party and indemnifies them against the reasonable costs and expenses, however they may arise, incurred in defending or dealing with such a claim.

10. Solving conflicts

10.1. When a domain name has been registered or is in progress of being registered, it is the responsibility of the entity wishing afterwards to apply for the same domain name to research the existing repository and pursue any litigation which may be necessary against the existing registrant, should the applicant believe that he holds a valid title to that name and that the existing registrant has no right to the domain name.

10.2. Entities and registrants acknowledge and agree that the RESTENA Foundation cannot act as arbiter of disputes arising out of the registration and use of domain names. The conflicting parties should solve their conflict by either reaching a settlement, which must be in written form and duly signed by both parties, or by obtaining a court decision. The court decision or the settlement must be notified by registered mail to the RESTENA Foundation within the following ten days.

11. Transfer of ownership ("Trade")

11.1. In order to change ownership (trade) of an existing domain name, the new applicant must file a Trade Request Form and join a new application form for said domain name. The operation will be validated upon reception of the approval by the actual holder.

11.2. The transferee must pay the corresponding fees as provided in the document

Fees for domain name registration.

11.3. The previous owner of the domain name has in that case no right to any refund of pre-paid fees.

11.4. DNS-LU will not require a transfer of the domain name in the following cases:

(a) A change occurs in the name of the legal entity.
(b) The entity changes its legal form.

11.5. Any transfer and any change to the holder of the domain name as provided at point 11.4. must be notified within 30 days to the RESTENA Foundation on the pre-printed form, which has to be duly dated and signed by the administrative contact.

12. Liability of the RESTENA Foundation

12.1. In no circumstances will the RESTENA Foundation be liable for any loss of use, profit or interruption of business, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), or otherwise, to the registrant or any other person, even if the registry has been advised of the possibility of such damages.

12.2. DNS-LU's liability to the applicant under the contract or otherwise (including liability for negligence) is limited to 125% of the registration fees paid in respect of a particular period of registration.

13. Rejects

13.1. Reasons for rejecting domain name applications are notably:

(a) incomplete or missing entries in the application form,
(b) any part of the data stated in the application form turns out to be false,
(c) the domain name fails to meet the requirements specified in the Domain name charter,
(d) administrative contact is not an authorized agent of the entity,
(e) no primary and/or secondary DNS server(s) responding,
(f) primary and/or secondary DNS server(s) not responding properly,
(g) open payments by the applicant for the same domain name,
(h) no or no valid e-mail adresses provided for all contacts

14. Notifications

Notifications are sent to the entity when applications for registration, modification or deletion have been accepted or rejected. Notifications are sent by e-mail if a valid and working e-mail address is provided. In case of failure of the e-mail notification, a notification is sent by postal mail or fax.

15. Privacy

15.1. The RESTENA Foundation reserves the right to make entries in the repository publicly available in any electronic and written form. The data provided by the applicant will thus be included in the WHOIS database, where it can be accessed by every user. According to international standards, the data has to be made public in order to guarantee the proper functioning of the Internet.

15.2. The applicant can check the accuracy of the information about its domain name at any time in the WHOIS database, and must inform DNS-LU in due time

about any errors contained in that database.

15.3. If changes occur to the provided information, the applicant has the duty to notify the new data within 30 days to DNS-LU. The applicant assumes the responsibility for the accuracy of the provided information, and acknowledges expressly the right of DNS-LU to cancel any registration which is based on false or misleading data.

16. Applicable law, jurisdiction

16.1. This domain name policy shall be governed by and construed according to Luxembourg law.

16.2. The courts of Luxembourg shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this domain name policy.

This document is an integral part of the following associated documents: Fees for domain name registration, Transfer form and Registration contract for a second level domain name, all issued by the registry RESTENA DNS-LU. All documents are subject to change by the registry.

Document last modified: September 2006