

# **General Conditions for the Assignment, Registration and Administration of Domain Names under the .dk Top Level Domain**

**Version 05  
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## **1. THE MAIN PRINCIPLES FOR THE ASSIGNMENT AND REGISTRATION OF DOMAIN NAMES UNDER THE .DK DOMAIN**

The assignment and registration of a domain name under the .dk domain is acquired by entering into an agreement thereon with DK Hostmaster. The agreement is entered into by following the procedure set out in the present General Conditions.

DK Hostmaster assigns and registers domain names under the .dk domain on a 'first come, first served' basis. DK Hostmaster does not verify whether the domain name violates third-parties' trademark rights or rights to other distinctive marks.

Generally, DK Hostmaster does not make any assessment of objections raised against a registration, cf. however Section 8 on suspension. If the parties are unable to reach an agreement, the objection must be brought before the Complaints Board for Domain Names or the ordinary courts of law.

The precise rules for DK Hostmaster's assignment, registration and administration of domain names under the .dk domain are set out in the following provisions.

## **2. DEFINITIONS**

The *Agreement* shall mean the agreement that is entered into between DK Hostmaster and the Registrant concerning registration of a domain name. The Agreement shall be subject to the provisions in the present General Conditions.

*Blocking* shall mean a registration of the domain name in a particular database where the domain name is exempt from a new registration, cf. Clauses 8.3.3 - 8.3.7.

*DIFO* shall mean Danish Internet Forum. DIFO's remit is to determine the primary aims and means for the Danish part of the Internet, including the main principles for assignment, registration and administration of, and disputes over, domain names under the .dk domain.

*DK Hostmaster* shall mean DK Hostmaster A/S. DK Hostmaster is a wholly owned subsidiary of DIFO. DK Hostmaster, by delegation from DIFO, acts as a hostmaster by assigning, registering and administering second-level domain names under the .dk domain.

*DNSSEC* shall mean a technical security facility that cryptographically and on the basis of internationally recognised standards reduces the risk that the response to a DNS request is compromised during the process.

*Proxy* shall mean the natural or legal person who has been given a general power of attorney by the Registrant to enter into commitments in any respect in relation to DK Hostmaster. However, the proxy shall not be authorised to delegate the power of attorney to another person, unless the proxy is the Registrant.

*General Conditions* shall mean the present general conditions for assignment, registration and administration of domain names under the .dk domain.

*Complaints Board for Domain Names* shall mean the independent complaints board, set up in pursuance of the Internet Domains Act (*lov om internet-domæner*).

*Key Proxy* shall mean a natural or legal person authorised by the Registrant to handle transactions that include changes to the set-up and contents of encryption keys for DNSSEC.

*Registrant* shall mean the natural or legal person who has applied for registration of a domain name under the .dk domain, and who has entered into an agreement thereon with DK Hostmaster, provided that DK Hostmaster assigns the domain name to the applicant. A notifier whose request for blocking is granted shall become a Registrant with the exceptions stated in Clauses 4.1 and 7.2.

*Registrar* shall mean a natural or legal person who has been approved by DK Hostmaster to register second-level domain names under the .dk domain for himself or herself or others. The relationship between DK Hostmaster and the Registrar is regulated by a separate agreement between the Registrar and DK Hostmaster. See the document "Registrar Agreement".

*Suspension* shall mean a temporary disconnection of name service for a domain name.

*Zone Contact* shall mean a natural or legal person registered by DK Hostmaster as the contact person responsible for one or more name servers approved by DK Hostmaster. The relationship between DK Hostmaster and the Zone Contact is generally regulated by a separate agreement between the Zone Contact and DK Hostmaster. See the document "Zone Contact Agreement". A Registrar may also be a Zone Contact, but a Zone Contact need not be a Registrar.

### **3. PROCEDURE FOR THE APPLICATION FOR AND ALLOCATION AND REGISTRATION OF DOMAIN NAMES UNDER THE .DK DOMAIN**

#### **3.1 Application procedure**

##### *3.1.1 The application's content and submission*

A Registrant who wishes to be assigned a domain name shall submit a written application to DK Hostmaster via a Registrar, who will forward the application to DK Hostmaster using one of DK Hostmaster's electronic application forms.

Before submission, the Registrar shall test for active name service for the domain name on at least two name servers approved by DK Hostmaster.

The Registrant shall provide the following basic information on the application:

- The domain name applied for;
- The length of the registration period (1, 2, 3 or 5 years);
- The Registrant's name, type of company, where applicable, address and telephone number;
- The Proxy's name, address and telephone number, if the proxy is not the Registrant;
- Valid and active e-mail addresses (verification addresses) for both the Registrant and his or her Proxy;
- The Invoicee's name, type of company, where applicable, address and telephone number;
- A valid and active e-mail address to use for invoicing of registration charge and any fees;
- A Key Proxy, if any.

#### *3.1.2 Receipt for submission of application (tracking number)*

DK Hostmaster registers the order in which applications for domain names are received by DK Hostmaster with the aid of a tracking number. On receiving the application, DK Hostmaster forwards the tracking number to the Registrar as a receipt and evidence of the application's number on the order.

#### *3.1.3 Warranty of non-infringement*

By his/her application, the Registrant warrants that the Registrant's reservation, registration and/or active use of the domain name applied for does not infringe third-party trademark rights or rights to names or other distinctive marks, and that, to the Registrant's knowledge, the reservation, registration and/or active use are not otherwise contrary to this Agreement or Danish law, including the regulations concerning good domain name practice in the Internet Domains Act, Section 12(1).

#### *3.1.4 Acceptance of DK Hostmaster's rules*

The Registrant agrees by the application to be subject to DK Hostmaster's rules in force from time to time, including in particular the General Conditions in force from time to time, and to accept rulings by the Complaints Board for Domain Names in accordance with the Complaints Board's regulations applicable from time to time.

### *3.1.5 Digital and electronic signature*

DK Hostmaster may set out more detailed rules for the use of digital or electronic signatures in the application process.

## **3.2 Reservation and registration**

### *3.2.1 Checking the Registrant's other registrations*

Before registering the domain name applied for, DK Hostmaster shall check whether the Registrant has been recorded for having registered domain names considered typosquatting under Clause 8.3.6 hereof. In the event that the Registrant has been considered a typosquatter in more than two cases, DK Hostmaster shall submit an order confirmation by standard mail only.

### *3.2.2 Reservation of a domain name*

If DK Hostmaster, after looking up in its databases, establishes that the domain name applied for has not been registered, reserved or blocked, and that the conditions for registration are otherwise fulfilled, including the Registrant having adhered to the application procedure described above, DK Hostmaster shall reserve the domain name for the Registrant.

In the event that the domain name is blocked, DK Hostmaster shall forward the application via e-mail to the party requesting such blocking of the domain name, requesting the party to consider whether the blocked domain name may be released for registration. A response to DK Hostmaster's request shall be made no later than 28 days from the date of the e-mail. Otherwise the domain name application shall be released for further processing.

DK Hostmaster reserves domain names under the .dk domain on a 'first come, first served' basis. In the case of several applications for the same domain name, the tracking number described under Clause 3.1.2 shall be used to determine for whom the domain name will be reserved.

### *3.2.3 Activation and registration of the domain name*

The Registrant shall activate the domain name no later than three months after DK Hostmaster has sent a message that the domain name has been reserved for the Registrant. Immediately after activation, DK Hostmaster shall register the domain name as having been assigned to the Registrant. Activation of the domain name shall be performed by following the procedure described in the e-mail or the letter which DK Hostmaster sends to the Registrant when DK Hostmaster establishes that the domain name applied for is available and that the conditions for registration have otherwise been fulfilled. Under the procedure, the Registrant shall confirm that the information in DK Hostmaster's possession is correct and submitted by the Registrant with a view to acquiring the rights to the domain name in question.

In case the Registrant does not confirm the information within two months of the submission of the e-mail or letter from DK Hostmaster, a new request shall be sent to the Registrant and at the same time, the Registrar shall be informed of his or her failure to activate the domain name by e-mail. If the Registrant fails to respond within one month (a total of three months

from the submission of the first e-mail or letter from DK Hostmaster), DK Hostmaster shall cancel the reservation of the domain name without notice, and the Registrant and the Registrar shall be notified of this by e-mail or letter. The domain name will thus be made freely available.

#### *3.2.4 Validity period*

The registration of the domain name shall be valid as long as the Agreement is in force. On termination of the Agreement for whatever reason, the registration and assignment of the domain name to the Registrant shall become void.

## **4. RENEWAL OF REGISTRATION**

### **4.1 Renewal through payment**

The Registrant shall renew the registration by paying the registration charge for a new registration period. The registration of the domain name is renewed automatically for a new registration period unless the Registrant has requested otherwise.

No registration charge or other fees shall be paid for blocked domain names.

### **4.2 Notification of renewal and prolongation**

By the 10<sup>th</sup> day of the month in which a registration period expires, at the latest, DK Hostmaster shall send an invoice, cf. Clause 6.5, for the registration charge for the coming registration period. Unless the Registrant has notified a change in the duration of the registration period, a registration period of the same duration as the current registration period shall be invoiced. In the event that the Registrant wishes to change the duration of the registration period in connection with a registration renewal, this must be advised to DK Hostmaster not less than three months before the expiry of a registration period. The registration charge is set in accordance with Clause 6.

### **4.3 Non-payment**

In the event that the Registrant fails to pay the registration charge for a new registration period or any other service fallen due, the Agreement shall terminate automatically. However the Agreement shall only terminate when DK Hostmaster has given the Registrant notice of non-payment in accordance with the procedure described in Clause 14.3.8.

## **5. OTHER DK HOSTMASTER SERVICES**

### **5.1 Changes to information in DK Hostmaster's databases**

On the Registrant's request, DK Hostmaster shall undertake administrative changes to information concerning a Registrant's domain name in DK Hostmaster's databases such as changes to company or personal information. DK Hostmaster shall not claim payment for this.

The change request from the Registrant or his/her Proxy shall be made by standard mail or by e-mail with an instructing document in PDF format or by using another communication channel as prescribed by DK Hostmaster. The document shall moreover contain the Registrant's or the Proxy's user ID and access code to allow DK Hostmaster to validate the request. If the Registrant wishes to replace one Proxy with another, the document shall be signed by the Registrant with his or her user ID and access code. For VID domain names, see also Clauses 5.4.2 and 5.4.3.

## **5.2 Change of Internet service provider (redelegation)**

The Registrant has a right to have his/her domain name transferred from one Internet service provider to another (redelegation).

Redelegation can be carried out on the following conditions:

- DK Hostmaster must have received an electronic redelegation application as defined by DK Hostmaster. The form for this is available at [www.dk-hostmaster.dk](http://www.dk-hostmaster.dk).
- DK Hostmaster must have received a confirmation of redelegation from the verification address in response to an enquiry sent to the verification address.
- The domain name must not have been suspended at DK Hostmaster on any grounds other than an incorrectly set up or missing DNS.
- The name servers at the Internet service provider to which the domain name is to be redelegated must be authorised and registered with DK Hostmaster, and these name servers must respond authoritatively for the domain name.

Once the above conditions have been met, DK Hostmaster shall register the change of Internet service provider. When redelegating a domain name with DNSSEC keys, the DNSSEC service shall generally be interrupted until the Registrant has reported a new Key Proxy and new keys, and DK Hostmaster has registered the new Key Proxy and the new keys.

DK Hostmaster shall not charge for redelegation.

## **5.3 Waiting list**

DK Hostmaster shall maintain and administer a waiting list for domain names which have already been registered. No waiting lists shall be set up for blocked domain names.

### *5.3.1 Inclusion on the waiting list*

Everyone who is entitled to register a domain name under the .dk domain can be entered on a waiting list for an already registered domain name.

Applications for inclusion on a waiting list for a domain name already registered under the .dk domain shall be made to DK Hostmaster via [www.dk-hostmaster.dk](http://www.dk-hostmaster.dk).

Those included on a waiting list for a domain name shall be obliged to inform DK Hostmaster of any changes in the information stated in the application. Failure to provide information regarding changes may lead to exclusion from the waiting list.

#### *5.3.2 Placement on the waiting list*

DK Hostmaster shall register applications in the order they are received and shall assign a number to each application which indicates which placement the waiting list member occupies on the waiting list. DK Hostmaster shall notify the waiting list member of this via e-mail to the e-mail address given in the request.

#### *5.3.3 Waiting list fee*

Inclusion on a waiting list shall be subject to payment of an annual fee of DKK 75 incl. VAT per domain name. The amount shall be paid to DK Hostmaster, the first time upon inclusion on the waiting list. Failure to pay shall result in deletion from the waiting list in accordance with DK Hostmaster's reminder procedure in force from time to time.

#### *5.3.4 Assignment of a domain name*

Once registration of a domain name, for which a waiting list has been created, has been deleted, the waiting list members shall be advised of this via e-mail to the e-mail addresses given by the waiting list members. The waiting list members shall then have 14 days in which to indicate whether they are still interested in the domain name in question. The domain name shall then be assigned in accordance with the placement on the waiting list so that the waiting list member who has been waiting the longest and still wishes to have the name assigned, shall be assigned the domain name.

### **5.4 Specially qualified domain name (VID)**

#### *5.4.1 Assignment of VID status*

On special request, the Registrant can have Very Important Domain (VID) status assigned to his/her domain name.

The agreement for this can only be made by Registrants with permanent residence in Denmark or by Registrants represented by a Proxy with permanent residence in Denmark.

The application shall be made using the application form at [www.dk-hostmaster.dk](http://www.dk-hostmaster.dk). The application shall include the details indicated on the application form, including in particular a Danish postal address and current e-mail address for the Registrant and/or his/her Proxy.

The application shall be approved by DK Hostmaster if the Registrant's or Proxy's Danish address can be verified in the CPR or CVR registers. If not, the application shall be rejected. Notification of assignment or rejection of assignment shall be sent to the e-mail address stated in the application.

#### *5.4.2 Automatic registration of changes of address*

During the term of the Agreement, DK Hostmaster shall check the Registrant's or Proxy's address changes, so that as these are recorded in the CVR/CPR registers, they shall automatically be recorded with DK Hostmaster. Changes shall be recorded in respect of the address provided on the application form. DK Hostmaster's recording of changes presupposes that the address provided on the application form is correctly and precisely stated and that, in the case of natural persons, address protection is not recorded in the CPR register.

#### *5.4.3 Notice of a change in master data*

If DK Hostmaster is requested to change master data, including but not limited to changes to the name service for the VID name, DK Hostmaster shall, by sending a registered letter to the Registrant's or his/her Proxy's postal address, obtain the Registrant's or Proxy's written consent, before the desired change is implemented.

#### *5.4.4 Notice of termination*

If DK Hostmaster intends to cancel the Agreement as a result of non-payment, non-submission of a declaration of non-infringement, or lack of name server connection, DK Hostmaster shall follow a special notice procedure before a VID name is deleted, cf. Clause 14.3.8. According to this procedure, the domain name may not be deleted before a notice is sent by registered post to the Registrant's or Proxy's postal address. This special notice procedure shall not apply to termination of the Agreement for reasons other than those stated above.

#### *5.4.5 Fees*

DK Hostmaster shall charge an annual fee of DKK 50 incl. VAT per VID domain name to cover DK Hostmaster's administrative costs for the scheme.

If the scheme comes into force during a registration period, a proportional fee shall be charged, calculated from the next quarter until expiry of the current registration period. As a rule, the fee shall be charged in advance and, in the case of a registration renewal, at the same time as the renewal. In all cases, an invoice shall be sent to the invoice address of the domain name in question.

If the Registrant cancels the arrangement or terminates registration of the domain name in question, DK Hostmaster shall not refund any prepaid fee, regardless of the reason for the cancellation.

## **6. PAYMENT**

### **6.1 Registration charge and fees**

The registration charge for a domain name shall be DKK 45 (1-year registration period), DKK 90 (2-year registration period), DKK 135 (3-year registration period) or DKK 180 (5-year registration period). All amounts are stated inclusive of VAT.

The fee for inclusion on a waiting list shall be DKK 75 incl. VAT per year, cf. Clause 5.3.3. The fee for enrolment into the VID scheme shall be DKK 50 incl. VAT per year, cf. Clause 5.4.4. The fee for sending a physical invoice shall be DKK 12.50 incl. VAT per invoice. Other fees shall be set out in the individual provisions of the present General Conditions.

### **6.2 Payment for the first registration period**

The Registrar shall, on the Registrant's behalf, pay the registration charge for the first selected registration period to DK Hostmaster, as well as the fee for VID names, if this service has been selected at the time of application. The payments shall cover the first registration period, which runs from the reservation date for the remainder of the calendar month and for a full year or years thereafter.

### **6.3 Payment for subsequent registration periods**

The registration charge and fees for subsequent registration periods shall be paid by the Registrant.

### **6.4 Means of payment**

Payment of all registration charges and any fees shall be made via Payment Business Services – PBS, or other electronic medium prescribed by DK Hostmaster.

### **6.5 Invoicing**

DK Hostmaster shall send electronic invoices to the e-mail address specified by the Registrant for invoicing purposes.

DK Hostmaster shall only send physical invoices if the Registrant or Proxy so requests. DK Hostmaster shall charge a fee of DKK 12.50 incl. VAT per physical invoice.

## **7. THE REGISTRANT'S OTHER OBLIGATIONS**

### **7.1 General**

The Registrant shall at all times fulfil the obligations set out in the Agreement.

### **7.2 Connection to name servers**

The Registrant shall ensure that, through a Zone Contact who has signed an agreement with DK Hostmaster, the domain is connected to at least two name servers approved by DK Hostmaster. If two name servers are not connected, the domain name shall be unavailable and may be deleted in accordance with the procedure in Clause 14.3.3 if the matter is not rectified on demand from DK Hostmaster. If the Zone Contact cancels his zone contact agreement with DK Hostmaster, DK Hostmaster shall, from the date when the cancellation takes effect, disconnect the name servers in question, after which time the domain name shall be unavailable. It is the Registrant's responsibility to have the domain name connected to two other name servers, if he/she wishes to keep the domain name available.

The above obligations shall not apply to blocked domain names.

### **7.3 Notification of contact information and changes thereto**

The Registrant shall be obliged to inform DK Hostmaster of changes to basic information relating to the domain name, including invoicing address and changes of name and address of the Registrant or his or her Proxy. Notification of changes shall be made via the self-service module on DK Hostmaster's website using a user name and password.

### **7.4 Prohibition against warehousing**

The Registrant may not reserve, register and maintain registrations of domain names solely with a view to reselling or letting them, cf. the Internet Domains Act, Section 12(2). For domain names registered at the time when the Act came into force on 1 July 2005, the prohibition shall come into force as of 1 July 2010, cf. Section 27(3) of the Act.

## **8. OBJECTIONS TO RESERVATION AND REGISTRATION**

### **8.1 No verification in connection with reservation and registration**

DK Hostmaster shall not undertake any verification of whether the domain name infringes a third-party's trademark rights or rights to names or other distinctive marks, or infringes a third-party's right in any other way. Reservation and registration of the domain name shall therefore not mean that a third party cannot raise an objection to the reservation or registration.

### **8.2 Registration of objections**

Objections against effected reservations and registrations shall in the first instance be made to the Registrant.

When DK Hostmaster has received notification from the Complaints Board for Domain Names or from the Registrant or from a third party of an ongoing dispute, DK Hostmaster shall make note of this in the basic information for the domain name in question so that data on the Registrant cannot be changed without the authorisation of DK Hostmaster's Managing Director. DK Hostmaster shall advise the Registrant of this via his/her verification address

unless it is made by the Complaints Board for Domain Names, which, in this case, will advise the Registrant.

The registration shall be removed when DK Hostmaster receives notice from the Complaints Board for Domain Names of the decision on a complaint, or receives documentation from the Registrant or a third party concerning a judicial decision or settlement, unless DK Hostmaster receives substantiated information that a legal dispute is still pending in respect of the domain name.

A third party's objection and the registration thereof shall not preclude suspension and/or deletion of the disputed domain name on the grounds of the Registrant's failure to comply with the Agreement, including the Registrant's default on payment obligations.

### **8.3 Assessment of objections**

#### *8.3.1 In general – no assessment of objections*

DK Hostmaster shall not in the first instance make any assessment of objections raised. If the parties are unable to reach an agreement, the objection shall be brought before the Complaints Board for Domain Names or the ordinary courts of law.

However, in the cases below, DK Hostmaster may elect to assess an objection itself and suspend, change or delete a reservation or registration.

#### *8.3.2 Non-submission of a declaration of non-infringement*

DK Hostmaster shall at any time be entitled, but not obliged, to ask the Registrant to submit a declaration stating that the Registrant warrants that the Registrant's registration and/or active use of the domain name applied for does not infringe a third party's trademark rights or rights to names or other distinctive marks, and that, to the Registrant's knowledge, the reservation, registration and/or active use are not otherwise contrary to Danish law. If DK Hostmaster has not received such declaration within 30 days of DK Hostmaster sending the request, DK Hostmaster shall be entitled, but not obliged, to change or delete the reservation or registration.

#### *8.3.3 Request from public authority and use in manifest breach of Danish legislation*

If, in accordance with legislation, a competent public authority raises an objection against a reservation or registration, in cases where the domain name is manifestly being reserved, registered and/or actively used contrary to Danish legislation, DK Hostmaster's Managing Director, in consultation with DK Hostmaster's board of directors, may delete, block or change the reservation or registration in accordance with the request.

#### *8.3.4 Suspension and blocking or deletion in connection with manifest and illegal risk of confusion*

The Managing Director of DK Hostmaster and the chairman of the board of DIFO may jointly suspend a domain name, if it is obvious that the purpose of the Registrant's active use of the domain name is to illegally create confusion with a third party's identity, domain name, website, trademark or other distinctive marks and the circumstances, e.g. strongly offensive content, attempt at phishing, attempt at installing malware and similar, justify not awaiting a decision from the Complaints Board for Domain Names, the courts of law or the public

authorities. When the suspension issue is taken under consideration, the Registrant shall be informed thereof by either e-mail or telephone and shall at the same time be urged to eliminate the risk of confusion. DK Hostmaster and DIFO shall accept no responsibility for non-receipt of the notification, and DK Hostmaster and DIFO shall be entitled to suspend the domain name, irrespective of whether a sent notification has not arrived or otherwise not come to the Registrant's knowledge, and regardless of whether after receipt the Registrant has had the opportunity to respond to the notification. The special notice procedure for qualified domain names, cf. Clause 14.3.8, shall not apply.

If the Registrant does not present DK Hostmaster with a documented solution within 14 days of suspension, which solution will, in the opinion of both the managing director of DK Hostmaster and the chairman of the board of DIFO, eliminate the risk of confusion, DK Hostmaster shall bring the case before the Complaints Board for Domain Names for a decision as to whether the suspension shall lead to deletion or whether it shall be cancelled. The Registrant can bring the suspension decision before the Complaints Board for Domain Names within the 14-day making-good period. In the event that the Complaints Board for Domain Names accepts the suspension decision, the domain name shall be blocked or deleted.

In cases where the domain names concerned have been suspended before, the case can be brought before the Complaints Board for Domain Names at the same time as the suspension without observing the 14-day making-good period.

The Registrant can bring the decision of the Complaints Board before the courts of law.

#### *8.3.5 Suspension and blocking or deletion of domain names for safety and social reasons*

The managing director of DK Hostmaster and the chairman of the board of DIFO may jointly suspend a domain name that is actively being used by the Registrant, if the domain name is actively being used in connection with manifestly illegal acts or omissions, which are not covered by the provisions in Clause 8.3.4. However, the domain name may only be suspended for significant safety or social reasons, and if these reasons justify not awaiting a decision from the Complaints Board for Domain Names, the courts of law or the public authorities before suspension, blocking or deletion.

When the suspension issue is taken under consideration, the Registrant shall be informed thereof by either e-mail or telephone and shall at the same time be urged to eliminate the problem concerned. DK Hostmaster and DIFO shall accept no responsibility for non-receipt of the notification, and DK Hostmaster and DIFO shall be entitled to suspend the domain name, irrespective of whether a sent notification has not arrived or otherwise not come to the Registrant's knowledge, and regardless of whether after receipt the Registrant has had the opportunity to respond to the notification. The special notice procedure for qualified domain names, cf. Clause 14.3.8, shall not apply.

If the Registrant does not present DK Hostmaster with a documented solution within 14 days of suspension, which solution will, in the opinion of both the managing director of DK Hostmaster and the chairman of the board of DIFO, solve the problem, the suspension shall be brought before DIFO's board of directors for a final decision as to whether the suspension shall lead to blocking or deletion or whether it shall be cancelled.

In cases where the domain names concerned have been suspended before, the case can be brought before DIFO's board of directors at the same time as the suspension without observing the 14-day making-good period.

DIFO's decision may can be brought before the Complaints Board for Domain Names, but may be brought before the ordinary courts of law.

#### *8.3.6 Suspension and subsequent blocking or deletion of a domain name in the event of typosquatting*

If the Registrant of a domain name which is subject to active public use (e.g. for the operation of a homepage) notifies DK Hostmaster that an almost identical domain name has been subsequently put into active use, with the risk that Internet users who are looking for the notifier's domain name, through an input error, are directed to a webpage or other service available under the notified domain name, the managing director of DK Hostmaster and the chairman of the board of DIFO may jointly decide to suspend and subsequently block or delete the notified domain name on the following conditions:

- a. There must be an obvious risk of Internet users who are looking for the Registrant's domain name, through an input error, being directed to a webpage or other service available under the notified domain name,
- b. The Registrant of the notified domain name must have no rights to distinctive marks for the notified domain name or any other loyal reason to make use of such name.
- c. The Registrant of the notified domain name or another person who may be suspected of operating a business in close association with him or her must have undertaken registration of other domain names with an evident risk of confusion, as mentioned above.

In the notification, the notifier shall state whether he or she wants the domain name to be deleted or blocked. Unless otherwise stated in the notification, the domain name shall be deleted after the suspension.

Before the decision on suspension is made with a view to subsequent blocking or deletion, the Registrant of the notified domain name shall be heard with a deadline of 72 hours. DK Hostmaster shall notify the Registrant by e-mail. DK Hostmaster and DIFO shall not accept any risk for non-receipt of the notification. DK Hostmaster and DIFO shall therefore be entitled to suspend and subsequently block or delete the domain name, irrespective of whether a notification has not arrived or otherwise not come to the Registrant's knowledge, and regardless of whether after receipt the Registrant has had the opportunity to respond to the notification. The special notice procedure for qualified domain names, cf. Clause 14.3.8, shall not apply.

The decision to suspend the notified domain name with a view to subsequent blocking or deletion may be brought before the Complaints Board for Domain Names with DK Hostmaster as the defendant. Bringing a case shall have no staying effect.

If the case is not brought before the Complaints Board within four weeks of the decision being notified to the Registrant, DK Hostmaster shall block or delete the notified domain name.

### *8.3.7 Suspension and subsequent blocking or deletion of domain name following repeated violation of good domain name practice*

In the event that the owner of a company name, trademark, domain name, distinctive business mark or any other type of right to distinctive marks or names (in the following called the "notifier") notifies DK Hostmaster that a domain name identical to or containing the notifier's distinctive mark has been actively used for a website or any other service available under the notified domain name, the managing director of DK Hostmaster and the board of directors of DIFO may jointly decide to suspend with a view to blocking or deleting the notified domain name on the following conditions:

- a. The notified domain name must be identical to or contain the notifier's distinctive mark and must be actively used for a website.
- b. The Registrant of the notified domain name must have no rights to distinctive marks for the notified domain name or any other loyal reason to make use of such name.
- c. Prior to the notification, the Complaints Board for Domain Names must have found, in at least two cases, that the registrant of the notified domain name or any other person assumed to run a business that is closely related to this, has acted contrary to good domain name practice.

In the notification, the notifier shall state whether he or she wants the domain name to be blocked or deleted. Unless otherwise stated in the notification, the domain name shall be deleted after the suspension. The notifier shall furthermore state any complaints cases invoked under item c above. Such cases shall not be older than five years as from the date of the decisions.

Before the decision on suspension is made with a view to blocking or deletion, the Registrant of the notified domain name shall be heard with a deadline of 72 hours. DK Hostmaster shall notify the Registrant by e-mail. DK Hostmaster and DIFO shall not accept any risk for non-receipt of the notification. DK Hostmaster and DIFO shall therefore be entitled to suspend and subsequently block or delete the domain name, irrespective of whether a notification has not arrived or otherwise not come to the Registrant's knowledge, and regardless of whether after receipt the Registrant has had the opportunity to respond to the notification. The special notice procedure for qualified domain names, cf. Clause 14.3.8, shall not apply.

The decision to suspend the notified domain name may be brought before the Complaints Board for Domain Names with DK Hostmaster as the defendant. Bringing a case shall have no staying effect on the suspension.

If the case is not brought before the Complaints Board within four weeks of the decision being notified to the Registrant, DK Hostmaster shall block or delete the notified domain name.

### *8.3.8 Right of a third party to pursue a dispute*

The above suspension rules shall not restrict a third party's right to bring a complaint regarding the domain name concerned before the Complaints Board for Domain Names or a court of law at any time.

#### *8.3.9 Consequences for existing and new domain names*

The rules stated in Clauses 8.3.3-8.3.7 on suspension and blocking shall apply to both new and existing domain names as per the date when such rules come into force. Therefore, domain names previously considered to be typosquatting, cf. Clause 8.3.6, and subsequently registered by the notifier may be blocked following an application to DK Hostmaster.

If a waiting list has been set up for a domain name, the domain name cannot be blocked.

## **9. PUBLICATION OF INFORMATION**

Information of reserved and registered domain names, including the Registrant's identity, shall be kept publicly available via DK Hostmaster's whois service, cf. the Internet Domains Act, Section 8(1). On request from a Registrant, DK Hostmaster shall ensure that the name, address and identity of the person concerned shall not be disclosed, if, in accordance with other legislation, such information is exempt from being published. The information may, however, be forwarded to the Complaints Board for Domain Names in connection with the hearing of specific cases and otherwise to other parties to the extent permitted under other legislation, cf. the Internet Domains Act, Section 8(2).

## **10. EXCLUSION OF LIABILITY**

Neither DK Hostmaster nor DIFO shall be responsible for the Registrant's reservation, registration or active use of the domain name, including any infringement of third-party rights. The Registrant shall be obliged to indemnify DIFO and DK Hostmaster in connection with any disputes or legal proceedings regarding the right to use the name, also including any disputes regarding subsidiary levels of the name.

As DK Hostmaster carries out no verification of the domain name, reservation and registration of a domain name shall not be synonymous with any acquisition of rights or ownership of the domain name itself, or the name or trademark rights etc. that may be connected with the domain name.

DK Hostmaster shall ensure that the encryption keys generated by DK Hostmaster for use on DNSSEC on the .dk zone are valid and advertised correctly. The Registrant shall be responsible for encryption keys and the handling thereof.

The Registrant shall:

- generate encryption keys to be used for DNSSEC
- submit the public key from the generated set of keys to DK Hostmaster
- publish the keys in DNS
- ensure that the keys cannot be compromised.

Therefore, the use of DNSSEC shall not imply an extension of DK Hostmaster's responsibility for the correctness of DNS information.

Neither DK Hostmaster, DIFO nor their managing directors or board members may be held liable for any losses that a decision to suspend, block, delete or transfer a domain name might involve, if the grounds for liability are in the nature of ordinary negligence. In any case, the liability for damages shall be limited to a total of DKK 100,000 per suspension, blocking, deletion and/or transfer. In no circumstances shall it be possible to claim damages due to a decision *not* to suspend, block, delete or transfer a domain name.

DK Hostmaster shall not be responsible for the Registrant's indirect losses, including but not limited to lost profits and losses caused by lost or damaged data.

## **11. TRANSFER OF A DOMAIN NAME**

### **11.1 Right to transfer**

The Registrant may transfer the domain name to a third party.

The current and future Registrant shall notify DK Hostmaster of this in writing, through a Registrar, if appropriate. The notification shall contain the same basic information and warranty from the new Registrant as that which appears in a domain name application, cf. Clause 3.1.1. The transfer shall be performed using the self-service facility at [www.dk-hostmaster.dk](http://www.dk-hostmaster.dk).

Through the transfer, the new Registrant shall assume all the previous Registrant's rights and obligations under the Agreement.

### **11.2 Transfer of disputed domain names**

A domain name, concerning which there is a current dispute pending before the Complaints Board for Domain Names or a court of law, registered by DK Hostmaster in the basic information for the domain name in question, may only be transferred to a third party with the authorisation of DK Hostmaster's Managing Director.

DK Hostmaster may delete a disputed domain name in the same way as for other domain names, if the Registrant materially breaches the Agreement, cf. reasons for termination in Clause 14.3. If a third party – following deletion of a disputed domain name – makes a new registration of the domain name, this shall not be considered a transfer under Clause 11.2.

If the Complaints Board for Domain Names or a Danish or foreign court of law or arbitration has come to a decision that the domain name is to be transferred from the Registrant to a third party, DK Hostmaster shall transfer the domain name. The new Registrant shall follow the

procedure for application, assignment and registration under Clause 3, but in such a manner that the information supplied is given not to a Registrar but directly to DK Hostmaster.

## **12. EXTENSION OF THE CHARACTER SET**

### **12.1 Right to extend the character set**

The character set for the .dk domain shall at all times be made publicly available via [www.dk-hostmaster.dk](http://www.dk-hostmaster.dk). The character set may, with at least one month's notice, be extended by DK Hostmaster following a decision by DIFO. Before the change comes into effect, it shall be ensured that the new character set is supported by robust technical solutions. To the extent that justifiable doubt can be raised to the contrary, the public shall be given the opportunity to comment on such proposed changes.

### **12.2 Assignment and registration of new domain name on extension of the character set**

On extension of the character set for the .dk domain, the following rules shall apply to applications for assignment and registration of domain names including one or more of the characters with which the character set for domain names is being extended.

#### *12.2.1 Application for registration*

An application for registration of the domain name shall be made to DK Hostmaster via an approved Registrar on an application form produced by DK Hostmaster.

Only one application per domain name per applicant may be submitted. DK Hostmaster may refuse to accept applications which are clearly intended to improve an applicant's chance of subsequent registration.

An application shall be submitted to DK Hostmaster within a period of 30 days from the entry into force of DK Hostmaster's decision to extend the character set for the .dk domain.

The applicant shall be obliged to inform DK Hostmaster of changes to the information submitted with the application. Failure to provide information regarding changes may lead to lapse of the application.

#### *12.2.2 Procedure for assignment and registration*

##### A single applicant

If, after expiry of the period of 30 days specified above under 12.2.1, there is only one applicant for the domain name, DK Hostmaster shall assign the domain name to this applicant.

##### Several applicants

If, after expiry of the period of 30 days specified above under 12.2.1, there is more than one applicant for the domain name, assignment will be made in accordance with the following rules.

DK Hostmaster shall ask the applicants to deposit DKK 5,000 incl. VAT within 10 days from the date on which DK Hostmaster submits the request. The amount shall cover security for payment of the registration charge for the first registration period in the case that the domain name is assigned, as well as any costs awarded to an opposing party in a dispute settled by the Complaints Board for Domain Names. The payment shall be deposited in an escrow account in a bank indicated by DK Hostmaster. The account is in the name of DK Hostmaster, but shall be subject to a proviso that payments can only be made from it in accordance with these rules. If only one applicant deposits payment, DK Hostmaster shall register the domain name to this applicant. The deposited amount (DKK 5,000 incl. VAT) shall then cover the registration charge for the first registration period for the domain name and any costs. If none of the applicants deposits the amount, DK Hostmaster shall draw lots between the applicants and register the domain name to the winner of the draw.

If more than one applicant has deposited DKK 5,000 incl. VAT, they shall each deposit an additional DKK 5,000 incl. VAT into the account indicated by DK Hostmaster within 10 days of DK Hostmaster submitting a request to do so. The amount shall cover security for payment of the registration charge for the first registration period in the case that the domain name is assigned as well as any costs awarded to an opposing party in a dispute settled by the Complaints Board for Domain Names. If only one applicant deposits this additional payment, DK Hostmaster shall register the domain name to this applicant. The deposited amount (DKK 10,000 incl. VAT) shall then cover the registration charge for the first registration period for the domain name and any costs. If none of the applicants deposits the additional amount, DK Hostmaster shall draw lots between the remaining applicants and register the domain name to the winner of the draw. The deposited amount (DKK 5,000 incl. VAT) shall then cover the registration charge for the first registration period for the domain name and any costs.

If more than one applicant has then deposited DKK 5,000 incl. VAT twice, they shall each deposit an additional DKK 5,000 incl. VAT into the account indicated by DK Hostmaster within ten days of DK Hostmaster sending a request to do so. The amount shall cover security for payment of the registration charge for the first registration period in the case that the domain name is assigned as well as any costs awarded to an opposing party in a dispute settled by the Complaints Board for Domain Names. If only one applicant deposits this additional payment, DK Hostmaster shall register the domain name to this applicant. The deposited amount (DKK 15,000 incl. VAT) shall then cover the registration charge for the first registration period for the domain name and any costs. If none of the applicants deposits the additional amount, DK Hostmaster shall draw lots between the remaining applicants and register the domain name to the winner of the draw. The deposited amount (DKK 10,000 incl. VAT) shall then cover the registration charge for the first registration period for the domain name and any costs.

If more than one applicant has then deposited DKK 5,000 incl. VAT three times, DK Hostmaster shall draw lots between the remaining applicants and register the domain name to the winner of the draw. The deposited amount (DKK 15,000 incl. VAT) shall then cover the registration charge for the first registration period for the domain name and any costs.

The three amounts specified above (DKK 5,000, DKK 10,000 and DKK 15,000) correspond to DKK 1,000, DKK 2,500 and DKK 5,000, respectively, all incl. VAT, when the applicant applies for a domain name corresponding to the applicant's personal name.

The amount deposited in accordance with the above procedure shall be returned to the applicants who are not assigned the domain name at the same time as the domain name is registered as in use by the eventual Registrant. This shall, however, not apply if a claim is raised through the Complaints Board for Domain Names against a depositor in the 60-day blocking period which applies if an applicant claims a special right to the domain name, cf. immediately below under "Applicants with a special right". In that case, the deposited amount shall be retained until the Complaints Board for Domain Names has made a decision on whether costs are to be awarded.

#### Applicants with a special right

If one of the applicants states in the application form that he or she has a special right (e.g. a right to a name or a trademark or a statutory exclusive right to use a given designation), DK Hostmaster shall notify the other applicants for the domain name in question of this and of the identity of the person claiming this special right prior to launching the procedure for several applicants given above.

The applicant with the stated special right shall be free to decide whether to participate in the above procedure for several applicants in spite of claiming a special right to the domain name. In this case, the applicant shall participate on the same standing as the other applicants and, if the procedure leads to the applicant claiming a special right being assigned the domain name, the applicant shall be obliged to pay the amount specified in the procedure for several applicants.

When DK Hostmaster has registered a Registrant as the user of a domain name in accordance with the above procedure for several applicants, DK Hostmaster shall block use of the domain name for a period of 60 days, so that the applicant claiming the special right can pursue this through the Complaints Board for Domain Names, for example, or the courts of law. This shall not apply if the applicant claiming a special right chooses to participate in the procedure and, in accordance with this, is assigned the domain name.

If more than one applicant states in the application form that they have a special right (e.g. a right to a name or a trademark or a statutory exclusive right to use a given designation), the assignment of the domain name shall be carried out in accordance with the above, but in such a way that the competition between the applicants claiming a special right shall be decided either by compromise between the parties – possibly through a portal solution – or, if this proves impossible, by drawing lots.

#### Reserving of particular domain names for registration by public authorities

In connection with an extension of the character set, the board of directors of DIFO may decide that specifically delimited domain names containing characters included in the

extension can be reserved for registration by public authorities for a period of 90 days from the coming into effect of the extension. If no public authority has applied for registration within 90 days, the domain name shall be released for registration on a "first-come-first-served" basis.

#### *12.2.3 Fees*

The registration request shall be invoiced to the Registrar with an application fee of DKK 75 incl. VAT. The fee shall be due for payment irrespective of whether the request subsequently results in assignment.

### **13. CHANGES TO GENERAL CONDITIONS**

The present General Conditions may at any time be changed by DK Hostmaster, including in respect of domain names which have already been registered. The latest and hence applicable version of the General Conditions shall be published on the website [www.dk-hostmaster.dk](http://www.dk-hostmaster.dk). DK Hostmaster shall publish changes to the General Conditions on [www.dk-hostmaster.dk](http://www.dk-hostmaster.dk) at least one month before such changes come into force.

DK Hostmaster shall not be obliged to issue individual notification of changes to the General Conditions to Registrants.

### **14. TERMINATION**

#### **14.1 The Registrant's right of termination**

The Registrant may terminate the Agreement either by sending a signed declaration to DK Hostmaster or by using the appropriate self-service facility on the website at [www.dk-hostmaster.dk](http://www.dk-hostmaster.dk). Non-payment of the registration charge for a new registration period shall be considered to be termination of the Agreement on the Registrant's part. On receipt of the termination, DK Hostmaster shall delete the registration of the domain name from the database of domain names.

On termination of the Agreement, any excess prepaid registration charge and fee shall be refunded, calculated from the end of the current full-year registration period, with deduction of an administration fee of DKK 50 incl. VAT. For example, if the registration period is five years and the Agreement is terminated after 2.5 years, the registration charge for the last two years shall be refunded after deduction of an administration fee.

#### **14.2 DK Hostmaster's right of termination**

##### *14.2.1 Cessation of hostmaster function*

DK Hostmaster shall be entitled to terminate the Agreement, if DK Hostmaster ceases its hostmaster function for the .dk domain. If DK Hostmaster terminates the Agreement before

expiry of the registration period, this shall not entail repayment of paid-up registration charges and fees for the domain name.

#### *14.2.2 Cancellation in the public interest*

DK Hostmaster may terminate the Agreement and delete the domain name registration, if DIFO assesses that there is a need to cancel the domain name in the public interest and instructs DK Hostmaster accordingly. The termination may be made without notice.

If the domain name has been in active use as part of the Registrant's ordinary activities, reasonable compensation may be awarded to the Registrant, which compensation shall be defrayed by DIFO.

### **14.3 DK Hostmaster's right of cancellation**

#### *14.3.1 Non-payment*

DK Hostmaster may cancel the Agreement and delete the registration of the domain name if the Registrant or his/her Proxy does not make payments due. Deletion of a domain name due to non-payment of amounts due shall be a last step in DK Hostmaster's reminder and notice procedure applicable from time to time.

#### *14.3.2. Non-submission of a declaration of non-infringement*

DK Hostmaster may cancel the Agreement and delete or change the registration of the domain name if the Registrant does not comply with a request from DK Hostmaster to submit a declaration stating that the Registrant warrants that the Registrant's registration and/or active use of the domain name applied for does not infringe a third party's trademark rights or rights to names or other distinctive marks, and that, to the Registrant's knowledge, the reservation, registration and/or active use are not otherwise contrary to the Agreement or Danish law.

#### *14.3.3 Lack of name server connection*

DK Hostmaster may cancel the Agreement and delete the registration of the domain name if the Registrant does not maintain a DNS service for the domain name on at least two DK Hostmaster-approved name servers.

#### *14.3.4 Judicial decision or injunction*

DK Hostmaster shall cancel the Agreement and delete or change the reservation or registration of the domain name if there is a judicial decision to this effect from a Danish or foreign court of law or arbitration, if the Complaints Board for Domain Names has made a ruling to this effect, or if a competent public authority has issued a valid injunction to this effect.

#### *14.3.5 Request from public authority and use in manifest breach of Danish legislation*

In consultation with the board of directors of DK Hostmaster, the managing director of DK Hostmaster shall cancel the Agreement and delete or change the reservation or registration of the domain name, if a request to this effect has been made by a legally competent public authority and the domain name is obviously being reserved, registered or actively used contrary to Danish legislation.

#### *14.3.6 Instruction from DIFO*

DK Hostmaster shall cancel the Agreement and delete or change the registration of a domain name, if the board of directors of DIFO has made a unanimous decision to this effect and this decision has not been brought before a Danish court of law within 30 days of the Registrant being informed of the decision.

#### *14.3.7 Other material breach*

DK Hostmaster may cancel the Agreement and delete the registration of a domain name if the Registrant otherwise materially breaches the Agreement, including but not limited to failure to update the basic information for the domain name, cf. 3.1.1.

#### *14.3.8 Notice*

In the situations given in Clauses 14.3.4-14.3.7, DK Hostmaster shall be entitled to cancel the Agreement and delete and/or change the reservation or registration of the domain name without notice once the circumstances warranting the cancellation have arisen.

In the situations given in Clauses 14.3.1-14.3.3, DK Hostmaster shall only be entitled to cancel the Agreement and delete and/or change the registration of the domain name by observing the following notice rules.

##### Ordinary domain names

DK Hostmaster shall e-mail a demand for remedy of the circumstances warranting cancellation to the verification address which the Registrant or his/her Proxy has most recently provided to DK Hostmaster. The demand shall state that failure to comply may lead to cancellation of the Agreement and deletion or change of the registration.

If the demand is not complied with within 14 days of dispatch, DK Hostmaster shall suspend the domain name by disconnecting the related name service. The domain name shall be exempt from deletion and renewed registration for a period of at least three months from the dispatch of the notification.

DK Hostmaster shall charge a restoration fee of DKK 125 incl. VAT per domain name, if the Registrant wishes a name service for the domain name to be restored after suspension and before final deletion.

It shall be the Registrant's responsibility that the verification address provided is working and in use at the time of dispatch. DK Hostmaster shall accept no responsibility for non-receipt of the notification and DK Hostmaster shall reserve the right to undertake suspension and deletion of a registration notwithstanding that a notification may not have arrived or otherwise come to the Registrant's knowledge.

##### VID names

DK Hostmaster shall e-mail a demand for remedy of the circumstances warranting cancellation to the verification address which the Registrant has most recently provided to DK Hostmaster.

If the Registrant or his/her Proxy does not respond to the demand, by answering DK Hostmaster's e-mail, by paying any amounts due or in another fashion within 14 days from the dispatch at the latest, DK Hostmaster shall subsequently send the demand by registered post to the Proxy.

If the demand is not complied with within 14 days of dispatch of the demand by registered post, DK Hostmaster shall suspend the domain name by disconnecting the related name service. The domain name shall be exempt from deletion and renewed registration for a period of at least three months from the dispatch of the last notification.

DK Hostmaster shall charge a restoration fee of DKK 125 incl. VAT per domain name, if the Registrant wishes a name service for the domain name to be restored after suspension and before final deletion.

## **15. GOVERNING LAW AND LEGAL VENUE**

Any dispute arising out of the Agreement and/or the present General Conditions, including disputes involving DIFO, shall be governed by Danish law and with the Maritime and Commercial Court in Copenhagen as the legal venue.

## **16. LANGUAGE**

The present General Conditions shall be available both in Danish and in English. In the event of any discrepancy between the two versions, the Danish version shall apply.

Copenhagen, 31 May 2010

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