

# GENERAL CONDITIONS FOR THE ASSIGNMENT, REGISTRATION AND ADMINISTRATION OF .DK DOMAIN NAMES

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*Under Section 9(1) of Danish Act No. 598 of 24 June 2005 on Internet Domains Specifically Allocated to Denmark (lov om internetdomæner, der særligt tildeles Danmark), DIFO handed responsibility for the day-to-day administration of .dk domain names to DK Hostmaster A/S (hereinafter DK Hostmaster). DK Hostmaster has drawn up these General Conditions in pursuance of Section 11(1) of the Danish Act on Internet Domains Specifically Allocated to Denmark.*

## 1. MAIN PRINCIPLES FOR THE ASSIGNMENT AND REGISTRATION OF .DK DOMAIN NAMES

The assignment and registration of a .dk domain name is effected by entering into an agreement thereon with DK Hostmaster. The assignment and registration of a .dk domain name is effected on a 'first come, first served' basis. Registration solely acquires the right of use of the registered .dk domain name.

DK Hostmaster shall not undertake any verification of whether a .dk 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 in connection with the application for a .dk domain name.

Generally, DK Hostmaster does not make any assessment of objections raised against reserved or registered .dk domain names.

An application for a domain name must be made through a registrar approved by DK Hostmaster.

The precise conditions for DK Hostmaster's assignment, registration and administration of .dk domain names are set out in the following provisions. For a description of the procedures in force from time to time as well as charges and fees, reference is made to DK Hostmaster's website, [www.dk-hostmaster.dk](http://www.dk-hostmaster.dk).

## 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 DK Hostmaster's rules in force from time to time, including the General Conditions in force from time to time.

*Blocking* shall mean the registration of a domain name in DK Hostmaster's database, to which no services can be linked.

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

*.dk domain names* shall mean second-level domain names under the .dk top-level domain. In these General Conditions, .dk domain name and domain name are used synonymously.

*DK Hostmaster* shall mean DK Hostmaster A/S. DK Hostmaster is a wholly owned subsidiary of DIFO. DK Hostmaster, by delegation from DIFO, is in charge of the day-to-day administration of .dk domain names.

*DNSSEC* shall mean Domain Name System Security Extensions. DNSSEC is a security safeguard that verifies the correctness of the response to a DNS request.

The *Domain Names Act* (Domæneloven) shall mean Danish Act No. 598 of 24 June 2005 on Internet Domains Specifically Allocated to Denmark as subsequently amended.

*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 these provisions for assignment, registration and administration of .dk domain names. For a description of the currently applicable procedures as well as charges and fees, reference is made to DK Hostmaster's website, [www.dk-hostmaster.dk](http://www.dk-hostmaster.dk).

*Complaints Board for Domain Names* shall mean the independent complaints board set up in pursuance of Section 13 of the Domain Names Act.

*Name server* shall mean a server that provides a name service.

*Name server manager* shall mean a natural or legal person registered by DK Hostmaster as the contact person responsible for one or more name servers, also referred to as zone contact.

*Name service* shall mean a service that translates domain names into machine-readable IP addresses and vice versa for communication on the Internet. Name service is often abbreviated to DNS (Domain Name Service).

*Key proxy* shall mean a natural or legal person authorised by the registrant to handle transactions involving changes to the set-up and content of encryption keys for DNSSEC.

*Registrant* shall mean the natural or legal person who has applied for registration of a domain name through a registrar approved by DK Hostmaster and who is assigned the domain name by agreement thereon with DK Hostmaster. A notifier whose request for blocking of a domain

name is granted shall become the registrant of the domain name with the exceptions stated in Clauses 4.3 and 6.2.

*Registrar* shall mean a natural or legal person who has been approved by DK Hostmaster to register domain names for himself or herself or others.

*Self-service* shall mean the facility on DK Hostmaster's website whereby, using a user ID and password, users can update their contact information, etc. in DK Hostmaster's system.

*Deletion* shall mean the removal of a domain name registration from DK Hostmaster's database, after which the domain name can be registered again.

*Basic information* shall mean the information registered about a domain name, including e.g. contact information regarding the registrant.

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

*Top-level domain* shall mean the rightmost label of a domain name.

*Change* shall mean one or more change(s) to the basic information regarding a domain name.

### **3. APPLICATION FOR, RESERVATION OF AND CONFIRMATION OF THE AGREEMENT ON REGISTRATION OF A .DK DOMAIN NAME**

#### **3.1 General**

The application for a .dk domain name shall be made through a registrar. Subsequent communication related to the administration of the domain name shall take place between the registrant and DK Hostmaster.

#### **3.2 Application**

##### *3.2.1 Content of the application*

A registrant who wishes to be assigned a domain name shall submit an application via a registrar approved by DK Hostmaster. The list of approved registrars is available on DK Hostmaster's website.

The registrar shall use DK Hostmaster's application form in connection with the application for a domain name.

The application shall include the following information:

- The domain name applied for;
- The length of the registration period (1, 2, 3 or 5 years);
- The names of at least two name servers approved by DK Hostmaster;

- The registrant's name, type of company (where applicable), valid address, valid and active e-mail address and valid and active telephone number;
- The proxy's name, type of company (where applicable), valid address, valid and active e-mail address and valid and active telephone number, if the proxy is not the registrant;
- The payer's name, type of company (where applicable), valid address, valid and active e-mail address and valid and active telephone number, if the payer is not the registrant;
- The name, type of company (where applicable), valid address, valid and active e-mail address and valid and active telephone number of the key proxy, if any.

### *3.2.2 Warranty of non-infringement*

By his/her application, the registrant warrants that the reservation, registration and/or 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 use is not otherwise contrary to the agreement or Danish law.

### *3.2.3 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 as well as the descriptions of procedures, charges and fees, etc. on DK Hostmaster's website, [www.dk-hostmaster.dk](http://www.dk-hostmaster.dk). In addition, the registrant agrees to accept rulings by the Danish Complaints Board for Domain Names.

### *3.2.4 Digital and electronic signature*

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

### *3.2.5 Character set for domain names*

The rules in force from time to time regarding the characters that may be used in connection with the registration of a domain name are described on DK Hostmaster's website.

DK Hostmaster reserves the right to change the above rules. The character set may, with at least one month's notice, be extended by DK Hostmaster following a decision by DIFO's board of directors. Before any changes come 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.

The procedure for the assignment and registration of new domain names in connection with an extension of the character set is described on DK Hostmaster's website.

## **3.3 Reservation**

### *3.3.1 Reservation of a domain name*

DK Hostmaster shall register the order in which applications for domain names are received by DK Hostmaster.

If the domain name applied for has not been reserved, registered or blocked, and if the conditions for registration are otherwise fulfilled, cf. Clause 3.2, DK Hostmaster shall reserve the domain name for the registrant.

If the domain name applied for has been reserved or registered, reference is made to Clause 5.4.

### *3.3.2 If the domain name applied for has been blocked*

If the domain name applied for has been blocked, DK Hostmaster shall forward the application by e-mail to the registrant of the blocked domain name, requesting a decision as to whether the domain name can be released for registration. A response to DK Hostmaster's request shall be given no later than 28 days from the date of the e-mail. Otherwise, the domain name application shall be released for further processing.

### *3.3.3 Order confirmation*

If DK Hostmaster reserves the domain name, an order confirmation to this effect shall be submitted by letter or e-mail to the registrant stated in the application.

For registrants who have been noted as having registered domain names on more than two previous occasions which, according to Clause 8.3.3, have been regarded as typosquatting, the order confirmation shall be forwarded only by post.

## **3.4 Confirmation of the agreement on registration of a domain name**

The registrant shall confirm the agreement on registration of a domain name by following the currently applicable procedure prescribed by DK Hostmaster. The currently applicable procedure is set out on DK Hostmaster's website.

By confirming the agreement, the registrant warrants that the information in DK Hostmaster's possession is correct and provided by the registrant for the purpose of acquiring the right of use of the domain name in question.

If the registrant does not confirm the agreement on registration of a domain name, the reservation shall be cancelled, cf. the currently applicable procedure set out on DK Hostmaster's website.

## **3.5 Prohibition against warehousing**

A registrant may not reserve, register and maintain registrations of domain names solely for the purpose of selling or renting to other parties (also known as warehousing), cf. Section 12(2) of the Domain Names Act.

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

### **4.1 General**

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

## **4.2 Notice of changes to basic information**

The registrant shall be responsible for and thus have an obligation to inform DK Hostmaster about any changes to basic information regarding the domain name, including but not limited to changes to contact information.

Changes to basic information can be made via Self-service on DK Hostmaster's website or by sending a signed request by post, stating the user ID and password to DK Hostmaster.

## **4.3 Connection to name servers**

The Registrant shall ensure that, through a name server manager, at least two name servers approved by DK Hostmaster are connected to the domain name.

If at least two name servers are not connected to a domain name, the domain name will be unavailable, and DK Hostmaster may cancel the agreement and delete the registration of the domain name, cf. Clause 10.3.3.

The above obligation shall not apply to the registrant of a blocked domain name.

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

### **5.1 DNSSEC**

DK Hostmaster offers the DNSSEC security safeguard. Registration of DNSSEC can be effected via Self-service on DK Hostmaster's website.

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,
- specify a key proxy.

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 the registrant's encryption keys and the handling thereof.

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

DK Hostmaster shall not require payment for the connection of DNSSEC.

### **5.2 VID service (Very Important Domain)**

DK Hostmaster offers a VID service.

#### *5.2.1 Registration for VID service*

Registration for VID service can be effected via Self-service on DK Hostmaster's website.

Assignment of the VID service is conditional upon the registrant having permanent residence in Denmark or upon the registrant being represented by a proxy with permanent residence in Denmark.

#### *5.2.2 Automatic registration of changes of address*

During the term of the service agreement, DK Hostmaster shall ensure that the registrant's or proxy's records in the CVR/CPR registers are automatically registered with DK Hostmaster. DK Hostmaster is unable to ensure that address changes are updated in respect of natural persons with name and address protection in the CPR register, so it is the responsibility of individual registrants to notify DK Hostmaster of any address changes in accordance with the currently applicable procedure set out on DK Hostmaster's website.

#### *5.2.3 Notice of changes to information relating to a domain name*

If DK Hostmaster is requested to change the information relating to a domain name with VID service, DK Hostmaster shall, by sending a registered letter to the registrant's or his/her proxy's Danish postal address, obtain the registrant's or proxy's written consent, before the requested change is implemented.

#### *5.2.4 Notice of DK Hostmaster's intention to cancel the agreement*

If DK Hostmaster intends to cancel the agreement as a result of the registrant's 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 domain name with VID service is deleted, cf. Clause 10.3.7.

This special notice procedure shall not apply to termination of the agreement for reasons other than those stated above.

#### *5.2.5 Charges*

DK Hostmaster shall charge an annual fee per domain name with VID service. The currently applicable fee is set out on DK Hostmaster's website.

If the service agreement is cancelled or if registration of a domain name with VID service is terminated, DK Hostmaster shall not refund any prepaid fee, regardless of the reason for the termination.

### **5.3 Redelegation**

The registrant has a right to have his/her domain name transferred from current name servers to new name servers (also known as redelegation).

Redelegation can be carried out via Self-service on DK Hostmaster's website.

Redelegation can be carried out on the condition that the domain name has not been suspended by DK Hostmaster on any grounds other than a name service being incorrectly set up or missing, and that the name servers to which the domain name is to be redelegated have been approved by DK Hostmaster, and that these names servers respond authoritatively for the domain name.

When redelegating a domain name with DNSSEC keys, the DNSSEC service shall generally be interrupted until a new key proxy and new keys have been registered in the basic information regarding the domain name.

DK Hostmaster shall not require payment for redelegation.

## **5.4 Waiting list**

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

### *5.4.1 Inclusion on the waiting list*

Applications for inclusion on a waiting list for a domain name that has already been reserved or registered shall be made via DK Hostmaster's website.

Applications shall be included on the waiting list in the order they are received.

Notification of changes to the contact information submitted with the application can be made via Self-service on DK Hostmaster's website. Failure to provide notification may lead to exclusion from the waiting list.

### *5.4.2 Placement on the waiting list during consideration by a board or court of law*

If DK Hostmaster is notified that a case has been brought before the Complaints Board for Domain Names or a court of law claiming that the domain name should be transferred to a party other than the registrant, the party to which it should be transferred according to the claim shall be included free of charge on the waiting list for the domain name. The placement shall become void following the final ruling issued by either the Complaints Board for Domain Names or a court of law. If the complainant subsequently wishes to be included on a waiting list, the complainant shall follow the process described in Clause 5.4.1.

### *5.4.3 Charges*

Inclusion on a waiting list is contingent on payment of an annual fee per domain name to DK Hostmaster. The currently applicable fee is set out on DK Hostmaster's website.

Failure to pay shall result in deletion from the waiting list.

### *5.4.4 Assignment of a domain name*

Once reservation or 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 by e-mail. 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 to the waiting list member who has been waiting the longest.

The person assigned the domain name shall subsequently: 1) confirm the agreement on registration of the domain name, cf. Clause 3.4; 2) redelegate the domain name as soon as possible and no later than four weeks from the reservation date, cf. Clause 5.3; and 3) pay for the first registration period, cf. Clause 6.3. Failure to comply with this may lead to deletion of the reservation/registration of the domain name by DK Hostmaster.

## **6. PAYMENT**

### **6.1 General**

The registration of a domain name shall be renewed automatically for a new registration period unless the registrant has requested otherwise. In the event that the registrant wishes to change the duration of the registration period, this must be advised to DK Hostmaster not less than three months before the expiry of a registration period.

In the event that the registrant fails to pay the fee for a new registration period or any other service fallen due, DK Hostmaster may cancel the agreement and delete the domain name registration, cf. Clause 10.3.1.

### **6.2 Charges and fees**

The period fees for use of a domain name are:

- DKK 45, including VAT, for a 1-year registration period
- DKK 90, including VAT, for a 2-year registration period
- DKK 135, including VAT, for a 3-year registration period
- DKK 180, including VAT, for a 5-year registration period

For other charges and fees, reference is made to DK Hostmaster's website.

Period fees and other charges and fees shall not apply to blocked domain names.

### **6.3 Payment for the first registration period (new registration)**

The registrar shall, on the registrant's behalf, pay to DK Hostmaster the period fee for the first registration period selected. The first registration period runs from the reservation date for the remainder of the calendar month and for a full year or years thereafter.

However, if the domain name has been assigned via a waiting list, the registrant shall pay the period fee for the first registration period to DK Hostmaster.

#### **6.4 Payment for subsequent registration periods and any other charges and fees**

After expiry of the first registration period, the fees for subsequent registration periods and any other charges and fees shall be paid by the registrant.

#### **6.5 Means of payment**

Payment of period fees and any other charges and fees shall be made via Nets' direct debit service (Betalingservice) or another electronic medium prescribed by DK Hostmaster.

#### **6.6 Invoicing**

DK Hostmaster shall send electronic invoices to the party recorded as the payer for the domain name.

DK Hostmaster shall send physical invoices only if the registrant so requests. In this connection DK Hostmaster shall charge a fee per invoice. The currently applicable fee is set out on DK Hostmaster's website.

### **7. PUBLICATION OF INFORMATION**

Information on registered and blocked domain names, including the registrant's name, address and telephone number, is publicly available via DK Hostmaster's whois service, cf. Section 8 of the Domain Names Act.

On request from a registrant, DK Hostmaster shall ensure that the registrant's name, address and telephone number are not 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 to other parties to the extent permitted under other legislation, cf. Section 8(3) of the Domain Names Act. For a more detailed review of DK Hostmaster's privacy policy, reference is made to DK Hostmaster's website.

### **8. OBJECTIONS TO RESERVED, REGISTERED OR BLOCKED DOMAIN NAMES**

#### **8.1 General**

DK Hostmaster shall not undertake any verification of whether a .dk 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 in connection with the application for a .dk domain name. Therefore, reservation or registration of a .dk domain name shall not mean that a third party cannot raise an objection.

Objections to reserved or registered domain names shall in the first instance be made to the registrant, however cf. Clause 8.3. If the parties are unable to reach agreement, the objection must be brought before the Complaints Board for Domain Names or a court of law.

## **8.2 Locking of basic information**

### **8.2.1 Locking of basic information in connection with cases brought before the Complaints Board for Domain Names**

When the Complaints Board for Domain Names begins hearing a complaint, the Complaints Board shall register this in the basic information regarding the domain name, and the basic information shall be locked so that only the address information can be maintained. The Complaints Board for Domain Names shall advise the registrant of the registration. The registration shall be removed if the case is dismissed, if a settlement is reached, or if the Complaints Board for Domain Names has made a decision.

### **8.2.2 Locking of basic information in connection with other disputes**

In case of an ongoing dispute over a domain name, and if DK Hostmaster has received documentation that an action has been brought before a court of law or that the police has been notified as a result of the ongoing dispute over the domain name, DK Hostmaster shall register this in the basic information regarding the domain name, and the basic information shall be locked so that only the address information can be maintained. However, the basic information is not locked if a decision from the Complaints Board for Domain Names is brought before a court of law and this is not granted suspensive effect by the Complaints Board, cf. Section 16 of the Domain Names Act.

DK Hostmaster shall advise the registrant of the registration. The registration shall be removed if DK Hostmaster receives documentation from the registrant or a third party concerning a final judicial decision or settlement.

### **8.2.3 Change of basic information**

As long as a dispute is pending that causes the locking of basic information, the basic information regarding the domain name except the address information can be changed only with the approval of the management of DK Hostmaster and DIFO.

### **8.2.4 DK Hostmaster's enforcement of the General Conditions**

A third party's objection and the registration thereof shall not preclude suspension and subsequent blocking or deletion of a domain name on the grounds of the registrant's failure to comply with the agreement, including the registrant's failure to pay. In the event of the suspension and subsequent blocking or deletion by DK Hostmaster as a result of the registrant's failure to comply with the agreement, DK Hostmaster shall advise the complainant thereof when the domain name has been blocked or deleted.

## **8.3 Assessment of objections in special situations**

### *8.3.1 Manifest risk of confusion*

The managing director of DK Hostmaster and the chairman of the board of DIFO may jointly decide to suspend a domain name when the following conditions are met:

1. It is obvious that the purpose of the registrant's use of the domain name is to create confusion with a third party's domain name, trademark rights or rights to names or other distinctive marks.
2. The circumstances, e.g. strongly offensive content, attempts at phishing, attempts at installing malware and similar, justify not awaiting a decision from the Complaints Board for Domain Names or a court of law.

When the suspension issue is taken under consideration, the registrant shall be informed thereof by either e-mail or telephone. The registrant shall at the same time be urged to eliminate the risk of confusion. DK Hostmaster shall accept no responsibility for non-receipt of the notification.

DK Hostmaster shall be entitled to suspend the domain name in question, irrespective of whether the above notification has arrived or has otherwise not come to the registrant's knowledge, and regardless of whether, following receipt of the notification, the registrant has had the opportunity to respond to the notification. The special notice procedure for domain names with VID service, cf. Clause 10.3.7, shall not apply.

If the domain name is suspended, the registrant shall have 14 days from the date of the notification to present a documented solution. The managing director of DK Hostmaster and the chairman of the board of DIFO shall jointly assess whether the risk of confusion has been eliminated. If the suspension of the domain name is maintained after the 14-day period, the case shall be brought before the Complaints Board for Domain Names. The Complaints Board shall decide whether the suspension shall lead to blocking or deletion or whether it shall be cancelled.

The registrant can bring the suspension decision before the Complaints Board for Domain Names without awaiting 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 name concerned has been suspended before, the case may be brought before the Complaints Board for Domain Names at the same time as the suspension without observing the 14-day making-good period.

See also the provision in Clause 3.3.2 on the blocking of domain names and the option of subsequent release.

### *8.3.2 Significant safety or other social considerations*

The board of directors of DIFO may jointly decide to suspend a domain name when the following conditions are met:

1. The domain name is used in connection with manifestly illegal acts or omissions.

2. Significant safety or other social considerations justify not awaiting a decision from the Complaints Board for Domain Names or from a court of law.

This provision shall not apply if the matter can be referred to the provision mentioned in Clause 8.3.1.

When the suspension issue is taken under consideration, the registrant shall be informed thereof by either e-mail or telephone. The registrant shall at the same time be urged to eliminate the problem concerned. DK Hostmaster shall accept no responsibility for non-receipt of the notification.

DK Hostmaster shall be entitled to suspend the domain name in question, irrespective of whether the above notification has arrived or has otherwise not come to the registrant's knowledge, and regardless of whether, following receipt of the notification, the registrant has had the opportunity to respond to the notification. The special notice procedure for domain names with VID service, cf. Clause 10.3.7, shall not apply.

If the domain name is suspended, the registrant shall have 14 days from the date of the notification to present a documented solution. The board of directors of DIFO shall jointly assess whether the problem has been solved. If the suspension of the domain name is maintained after the 14-day period, the board of directors of DIFO shall decide by a simple majority vote whether the suspension shall lead to blocking or deletion. In the event of a tie, the chairman shall have the casting vote.

In cases where the domain name concerned has been suspended before, the decision to let the suspension lead to blocking or deletion can be made without observing the 14-day correction period.

The decision to suspend and subsequently block or delete a domain name may be brought before the Complaints Board for Domain Names. Bringing a case before the Complaints Board shall not stay 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 domain name in question.

See also the provision in Clause 3.3.2 on the blocking of domain names and the option of subsequent release.

### *8.3.3 Typosquatting*

Typosquatting shall mean that a domain name which is almost identical with another domain name is registered with the obvious risk that Internet users who are looking for a service under a domain name are directed to another service through an input error, a spelling error or simple interchange of words.

A domain name which typosquats another domain name may be suspended and subsequently blocked or deleted in accordance with the following rules.

The registrant of a domain name that is subject to public use (e.g. for the operation of a website) and which is being typosquatted can notify this to DK Hostmaster.

The management of DK Hostmaster and DIFO may jointly decide to suspend and subsequently block or delete a domain name which typosquats another domain name when the following conditions are met:

1. The notified domain name shall be registered at a later date than the notifier's domain name.
2. There must be an obvious risk that Internet users who are looking for a service under the notifier's domain name are directed, through an input error, a spelling error or simple interchange of words, to another service available under the domain name to be suspended.
3. The registrant of the notified domain name has no trademark rights or rights to names or other distinctive marks or any other loyal reason to make use of the domain name.
4. The registrant of the notified domain name or a natural or legal person closely related to the registrant has registered other domain names with a similar obvious risk of confusion, as described in item 2 above.

The domain name shall be blocked after the suspension. If the notifier does not want the domain name to be blocked, the notifier shall specifically request DK Hostmaster to delete the domain name.

When the suspension issue is taken under consideration, the registrant of the notified domain name shall be informed thereof by e-mail. At the same time, the registrant shall be granted a response deadline of 72 hours. DK Hostmaster shall accept no responsibility for non-receipt of the notification.

DK Hostmaster shall be entitled to suspend and subsequently block or delete the domain name, irrespective of whether the above notification has arrived or has otherwise not come to the registrant's knowledge, and regardless of whether, following receipt of the notification, the registrant has had the opportunity to respond to the notification. The special notice procedure for domain names with VID service, cf. Clause 10.3.7, shall not apply.

The decision to suspend and subsequently block or delete the notified domain name may be brought before the Complaints Board for Domain Names. Bringing a case before the Complaints Board shall not stay the suspension.

If the case is not brought before the Complaints Board within 4 weeks of the decision being notified to the registrant, DK Hostmaster shall block or delete the notified domain name.

See also the provision in Clause 3.3.2 on the blocking of domain names and the option of subsequent release.

#### *8.3.4 Infringement of a third party's trademark rights or rights to names or other distinctive marks*

A domain name may be suspended and subsequently blocked or deleted if it is identical with or contains a third party's trademark rights or rights to names or other distinctive marks and has been used for a website or another service.

The rights holder may notify DK Hostmaster of the above.

The management of DK Hostmaster and DIFO may jointly decide to suspend and subsequently block or delete a domain name when the following conditions are met:

1. The notified domain name must be identical with or contain the notifier's trademark rights or rights to names or other distinctive marks.
2. The notified domain name shall have been used for a website or another service.
3. The registrant of the notified domain name has no trademark rights or rights to names or other distinctive marks, including any other loyal reason to make use of the domain name.
4. 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 natural or legal person closely related to the registrant has acted contrary to good domain name practice, cf. Section 12(1) of the Domain Names Act. The Complaints Board decisions shall not be older than five years as from the date of the decisions.

In the notification, the notifier shall state the Complaints Board decisions invoked under item 4 above.

The domain name shall be blocked after the suspension. If the notifier does not want the domain name to be blocked, the notifier shall specifically request DK Hostmaster to delete the domain name.

When the suspension issue is taken under consideration, the registrant of the notified domain name shall be informed thereof by e-mail. At the same time, the registrant shall be granted a response deadline of 72 hours. DK Hostmaster shall accept no responsibility for non-receipt of the notification.

DK Hostmaster shall be entitled to suspend and subsequently block or delete the domain name, irrespective of whether the above notification has arrived or has otherwise not come to the registrant's knowledge, and regardless of whether, following receipt of the notification, the registrant has had the opportunity to respond to the notification. The special notice procedure for domain names with VID service, cf. Clause 10.3.7, shall not apply.

The decision to suspend and subsequently block or delete the notified domain name may be brought before the Complaints Board for Domain Names. Bringing a case before the Complaints Board shall not stay 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.

See also the provision in Clause 3.3.2 on the blocking of domain names and the option of subsequent release.

### *8.3.5 Blocking of previously suspended domain names*

Domain names that have previously been suspended under the above suspension rules, and which have subsequently been registered by the notifier, may be blocked by submitting a request to DK Hostmaster.

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

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

The suspension rules in Clause 8.3 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 to bring an action before a court of law.

## **9. TRANSFER**

### **9.1 Transfer of a domain name**

A domain name may be transferred to a third party via Self-service on DK Hostmaster's website or via a transfer form, unless the domain name is disputed. When the transfer form is used, both the current and the future registrant shall sign the form before it is submitted to DK Hostmaster. The transfer form can be found on DK Hostmaster's website.

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

If it is registered in the basic information regarding the domain name that a dispute is pending, the domain name may only be transferred to a third party with the approval of the management of DK Hostmaster and DIFO.

If DK Hostmaster deletes a disputed domain name, e.g. due to non-payment, a third party's new registration of the domain name shall not be considered a transfer under this Clause 9.1.

### **9.2 Transfer of a disputed domain name**

If the Complaints Board for Domain Names or a Danish court of law or Danish arbitration has come to a decision that the domain name is to be transferred to a third party, DK Hostmaster shall transfer the domain name on receipt of a signed information form from the coming registrant. The information form can be found on DK Hostmaster's website.

## **10. TERMINATION**

## **10.1 The registrant's right of termination**

The registrant may terminate the agreement via Self-service on DK Hostmaster's website. The registrant may also terminate the agreement by requesting DK Hostmaster to delete the domain name. This is done by submitting a completed deletion form. The deletion form can be found on DK Hostmaster's website.

On termination of the agreement by the registrant, any excess prepaid period fee shall be refunded, calculated from the end of the current full-year registration period, with deduction of an administration fee. The currently applicable fee is set out on DK Hostmaster's website.

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

### *10.2.1 Cessation of administrator function*

DK Hostmaster shall be entitled to terminate the agreement if DK Hostmaster ceases to act as administrator of the .dk domain.

If DK Hostmaster terminates the agreement before expiry of the registration period, this shall not entail repayment of any excess prepaid period fee or other charges and fees.

### *10.2.2 Cancellation of domain names in the public interest*

DK Hostmaster may terminate the agreement and delete a domain name registration if the board of directors of DIFO jointly assess that there is a need to cancel the domain name in the public interest and instruct DK Hostmaster accordingly.

If the domain name has been used by the registrant, reasonable compensation may be awarded to the registrant, which compensation shall be defrayed by DIFO.

The decision to cancel a domain name in the public interest may be brought before the Complaints Board for Domain Names. Complaints to the Complaints Board for Domain Names shall be submitted within four weeks of the decision being notified to the registrant.

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

### *10.3.1 Non-payment*

DK Hostmaster may cancel the agreement and delete the registration of a domain name if payments due, including period fees and restoration fees, have not been made.

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

DK Hostmaster shall at any time be entitled, but not obliged, to request the registrant to submit a declaration stating that the registrant warrants that the reservation, registration and/or use of the domain name 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 use is not otherwise contrary to Danish law.

DK Hostmaster may cancel the agreement and delete or change the registration of the domain name if the registrant does not comply with the above request.

#### *10.3.3 Lack of name server connection*

DK Hostmaster may cancel the agreement and delete the registration of a domain name if the registrant does not have at least two name servers connected to the domain name. The name servers shall be approved by DK Hostmaster.

#### *10.3.4 Judicial decision or injunction*

DK Hostmaster shall cancel the agreement and delete or change the reservation or registration of a domain name if there is a judicial decision to this effect from a Danish 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.

DK Hostmaster may cancel the agreement and delete or change the reservation or registration of a domain name if there is a judicial decision to this effect from a foreign court of law or arbitration. DK Hostmaster may require that DK Hostmaster receives substantiated information to the effect that the decision concerned can be enforced in Denmark, before the judicial decision is enforced.

#### *10.3.5 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 contact information.

#### *10.3.6 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 the Complaints Board for Domain Names or a court of law within four weeks of the registrant being informed of the decision.

#### *10.3.7 Notice*

In the situations given in Clauses 10.3.4, 10.3.5 and 10.3.6, DK Hostmaster shall be entitled to cancel the agreement and delete 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 10.3.1, 10.3.2 and 10.3.3, DK Hostmaster shall be entitled to cancel the agreement and delete or change the registration of the domain name by observing the following notice rules.

#### Domain names **without** VID service

DK Hostmaster shall send a written notice by letter or e-mail to the registrant requiring the registrant to remedy the circumstances warranting the cancellation.

If the registrant fails to remedy the circumstances warranting the cancellation within 14 days of DK Hostmaster sending the notice, DK Hostmaster shall suspend the domain name. The domain name shall be exempt from deletion and renewed registration for a period of three months from the forwarding of the notice.

If the registrant remedies the circumstances warranting the cancellation after the suspension but before expiry of the three-month deadline from the date of forwarding of the notice, and if the registrant wishes to restore a name service for the domain name, the registrant shall be charged a restoration fee per domain name. The currently applicable fee is set out on DK Hostmaster's website.

If the circumstances warranting the cancellation are not remedied, DK Hostmaster may cancel the agreement and delete or change the registration of the domain name after expiry of the three-month deadline stated.

DK Hostmaster may suspend and delete or change the registration of the domain name, irrespective of whether the above notice has arrived or has otherwise not come to the registrant's knowledge.

It is the registrant's responsibility that the contact information provided is working and in use at the time of forwarding, cf. the registrant's obligation under Clause 4.2 to update basic information.

#### Domain names **with** VID service

DK Hostmaster shall send a written notice by letter or e-mail to the registrant requiring the registrant to remedy the circumstances warranting the cancellation.

If the registrant fails to remedy the circumstances warranting the cancellation within 14 days of DK Hostmaster sending the notice, DK Hostmaster shall reforward the notice by registered letter to the registrant's or his/her proxy's Danish postal address. If the registrant fails to remedy the circumstances warranting the cancellation within 14 days of DK Hostmaster reforwarding the notice by registered letter, DK Hostmaster shall suspend the domain name. The domain name shall be exempt from deletion and renewed registration for a period of three months from the forwarding of the last notice.

If the registrant remedies the circumstances warranting the cancellation after the suspension but before expiry of the three-month deadline from the date of reforwarding of the notice by registered letter, and if the registrant wishes to restore a name service for the domain name, the registrant shall be charged a restoration fee per domain name. The currently applicable fee is set out on DK Hostmaster's website.

If the circumstances warranting the cancellation are not remedied, DK Hostmaster may cancel the agreement and delete or change the registration of the domain name after expiry of the three-month deadline stated.

DK Hostmaster may suspend and delete or change the registration of the domain name, irrespective of whether the above notice has arrived or has otherwise not come to the registrant's knowledge.

It is the registrant's responsibility that the contact information provided is working and in use at the time of forwarding, cf. the registrant's obligation under Clause 4.2 to update basic information.

## **11. EXCLUSION OF LIABILITY**

Neither DK Hostmaster nor DIFO nor the Complaints Board for Domain Names shall be responsible for the registrant's reservation, registration and/or use of the domain name, including any infringement of a third party's trademark rights or rights to names or other distinctive marks. The registrant shall be obliged to indemnify DK Hostmaster, DIFO and the Complaints Board for Domain Names in connection with any disputes or legal proceedings regarding the right of use of the name, also including any disputes regarding subsidiary levels of the name.

Neither DK Hostmaster nor DIFO nor the Complaints Board for Domain Names, including their managing directors, board members or employees, may be held liable for any losses that might be caused by a decision to suspend, block, delete, change and/or transfer a domain name if the grounds for liability are in the nature of ordinary negligence.

In any case, the liability for damages shall be limited to DKK 100,000 per suspension, blocking, deletion, change and/or transfer of a domain name. Neither DK Hostmaster nor DIFO nor the Complaints Board for Domain Names shall be responsible for the registrant's indirect losses, including but not limited to lost profits and losses caused by lost or damaged data.

In no circumstances shall it be possible to claim damages due to a decision not to suspend, block, delete, change and/or transfer a domain name.

## **12. COMPLAINT PROCEDURE**

DK Hostmaster's and DIFO's decisions in accordance with the General Conditions may be brought before the Complaints Board for Domain Names, cf. Section 15(1)(ii) and (iii) of the Domain Names Act.

Unless otherwise specified by the General Conditions, complaints to the Complaints Board for Domain Names shall be submitted within four weeks of the decision being notified to the complainant.

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

The present General Conditions, including conditions, charges and fees set out in pursuance thereof, may at any time be changed by DK Hostmaster, including in respect of domain names which have already been registered. The most recent and hence applicable version of the General Conditions shall be publicly available on DK Hostmaster's website.

DK Hostmaster shall conduct public hearings regarding significant changes to the General Conditions.

All changes to the General Conditions, including conditions, charges and fees set out in pursuance thereof, shall be published on DK Hostmaster's website 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. 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.

In cases covered by Section 244 of the Danish Administration of Justice Act, consumers may, however, bring cases before their home courts.

#### **15. LANGUAGE**

The present General Conditions have been drawn up in Danish and English. In the event of any discrepancy between the two versions, the Danish version shall apply.

Copenhagen, 30 November 2012

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