



Registrar Contract

DK Hostmaster's terms and conditions for Registrar pursuant to Section 13 (3) of the Danish Act on Internet Domains

Version 4.0, August 2018

This contract (hereinafter “the Contract”) is concluded between the following parties:

DK Hostmaster A/S
Ørestads Boulevard 108, 11th floor
2300 Copenhagen S
CVR no. 24210375
(hereinafter “DK Hostmaster”)

and

Company:
Address:
Postcode and city:
CVR no.:
Telephone number:
Email address:
(hereinafter “Registrar”)

1. Contract parties and scope

- 1.1 On behalf of Dansk Internet Forum (DIFO), DK Hostmaster administers second-level domain names under the .dk domain (hereinafter “Domain Name”) by appointment of the Danish Business Authority and on behalf of the Danish state.
- 1.2 Registrar is a legal person that sells the right to use Domain Names pursuant to the Contract.
- 1.3 DK Hostmaster and Registrar are obliged to inform each other of changes to the information about the parties that is stated in the Contract.
- 1.4 The Contract sets out conditions for the collaboration between DK Hostmaster and Registrar, including on processing of applications for Domain Names and conclusion of agreements on the right to use Domain Names.
- 1.5 The parties have the right to use each other’s name and logo in connection with loyal marketing of their own services and activities. The parties must

use the materials made available by the other party whose name and logo are used for marketing purposes.

2. Selling the right to use Domain Names

- 2.1 Registrar has the right to receive applications for a Domain Name and payment of registration fee for the first registration period from a person who wants to obtain the right to use a Domain Name (hereinafter “Applicant”).
- 2.2 Registrar has access to electronically enquire and receive replies from DK Hostmaster as to whether a requested domain name is available for registration.
- 2.3 Registrar receives applications for Domain Names and, as part of the processing of an application, Applicant is offered a registration period of a duration provided by DK Hostmaster.
- 2.4 Registrar electronically transfers an application for a Domain Name to DK Hostmaster, along with the following information:
 - The Domain Name sought in the application.
 - Applicant’s contact information, i.e. name, address, telephone number and email address.
 - The registration period, i.e. how long the application seeks to register the Domain Name (the registration periods that are available to an Applicant are stated on DK Hostmaster’s website).
 - The names of at least two authoritative name servers that are registered with DK Hostmaster.
 - CVR number, if Applicant is a legal person with residence in Denmark.
- 2.5 DK Hostmaster may conclude an agreement with an applicant on the right to use a Domain Name on the basis of the information specified in section 2.4 if the Domain Name sought in the application is not already registered and the stated authoritative name servers are registered with DK Hostmaster.
- 2.6 Registrar assists DK Hostmaster with conclusion of an agreement on the right to use the Domain Name by presenting Applicant with the following in a single format on its website:

- 1) Specification of the Domain Name applied for and Applicant's name and address, which must be completely identical with the information specified pursuant to section 2.4.
- 2) DK Hostmaster's name and address.
- 3) A text written by DK Hostmaster, containing information about:
 - The most significant characteristics regarding the right to use a Domain Name, including on the termination of the right of use.
 - Payment obligation.
 - Information that, pursuant to the Danish Consumer Contract Act, Applicant has no right of withdrawal.
 - Other conditions of significant importance to the agreement.
- 4) Static link to DK Hostmaster's "Terms and conditions for the right of use to a .dk domain name".
- 5) Static link to DK Hostmaster's personal data policy.
- 6) A function whereby Applicant gives its acceptance of the agreement on the right to use the Domain Name and thereby to become Registrant of the Domain Name in question.

When Applicant have accepted the agreement on the right to use the Domain Name, Registrar must immediately after having received payment for the first registration period send documentation of the acceptance to DK Hostmaster in the manner specified by DK Hostmaster.

Registrar must, upon request, be able to provide documentation to DK Hostmaster that acceptance of an agreement on the right to use the Domain Name have been obtained from an Applicant for up to one year from the time at which the acceptance was given.

- 2.7. If Registrar only forwards an application for a Domain Name to DK Hostmaster, Registrar must present Applicant with a text written by DK Hostmaster about the requirement of subsequently entering into an agreement on the right to use the Domain Name prior to sending the information listed in section 2.4 to DK Hostmaster.

Registrar reimburses Applicant's fee if Applicant for any reason does not conclude an agreement with DK Hostmaster on the right to use the Domain Name.

3. Registrar as billing contact and proxy

- 3.1 Registrar is entitled to perform the role of either billing contact or proxy for the Registrant.

“Billing contact”, which performs payment to DK Hostmaster on behalf of the Registrant for a renewed registration period, is registered as the billing contact in DK Hostmaster’s IT system. The authority of a Billing contact’s is specified in DK Hostmaster’s “Terms and conditions for the right of use to a .dk domain name”.

“Proxy”, which can take action on behalf of the Registrant and which is registered as proxy in DK Hostmaster’s IT system. The authority of a Proxy is specified in DK Hostmaster’s “Terms and conditions for the right of use to a .dk domain name”.

- 3.2 Registrar must ensure the existence of specific, informed, explicit and verifiable consent from a Registrant before Registrar can perform the role of billing contact or proxy for the Registrant.

- 3.3 Prior to obtaining consent, cf. section 3.2., Registrar must ensure that the Registrant is clearly and unambiguously presented with a text written by DK Hostmaster, explaining the following:

- 1) The Registrant’s right to allow Registrar to be billing contact and proxy.
- 2) What allowing a Registrar to be billing contact and proxy entails.
- 3) How consent may be withdrawn using the IT system provided by DK Hostmaster.

DK Hostmaster notifies Registrar three months prior to any amendment of the text regarding billing contact and proxy.

- 3.4 Registrar must, upon request, be able to provide documentation to DK Hostmaster of the existence of consent from a Registrant for a given action taken by Registrar on behalf of the Registrant, cf. section 3.2, as well as documentation of compliance with the information obligation, cf. section 3.3.

4. Registrar list

- 4.1 DK Hostmaster publishes a registrar list on its website, where Registrar has the right to the presentation of information about its services for registrants in a form specified by DK Hostmaster.

- 4.2 At DK Hostmaster's request, Registrar must provide documentation that its own information on the registrar list is correct. If Registrar's information is incorrect, it will not be published on the list.

5. List of .dk domain names

- 5.1 Registrar has the right to access a complete list of Domain Names registered at DK Hostmaster (hereinafter "the Domain List").
- 5.2 Registrar must not disclose the Domain List to third parties and use the Domain List for other purposes than to conduct its business as Registrar.
- 5.3 DK Hostmaster may close Registrar's access to the Domain List, if Registrar discloses or uses the Domain List in violation of section 5.2.

6. DK Hostmaster's IT support

- 6.1 Registrar must – when using links and exchanging information with DK Hostmaster in order to comply with the Contract – use the links and IT systems specified and provided by DK Hostmaster.
- 6.2 DK Hostmaster must notify Registrar of planned interruptions in operation of IT systems used by Registrar, if the interruption is planned to last more than five minutes.
- 6.3 Notification of interruptions in operation, cf. section 6.2, is provided to Registrar in the manner prescribed by DK Hostmaster as follows:
- one week's notice for planned maintenance of an IT system.
 - three months' notice for implementation of major changes to an existing IT system.
 - three months' notice for shutdown of an IT system.
 - one month's notice for an emergency exercise.

7. Information security

- 7.1 Registrar takes appropriate technical and administrative security measures for protection of Registrar's access to DK Hostmaster's IT systems used by Registrar. The measures must protect the accessibility and the integrity of IT systems and the confidentiality of Registrar's login information.
- 7.2 The parties must notify each other of the name, telephone number and email address of a contact person who may be contacted regarding information security issues.

- 7.3 DK Hostmaster informs Registrar as quickly as possible of a detected IT security incident or remedy of a detected critical vulnerability that has impacted IT systems provided by DK Hostmaster for use by Registrar.

8. Personal data protection

- 8.1 Registrar is data controller for the personal data collected by Registrar for use in the establishment of an agreement with a Registrant. In connection with the transfer of this personal data to DK Hostmaster, the parties become data controllers individually, and thus each have responsibility for their respective processing in relation to the registered person, in accordance with the personal data regulations currently in force.

9. Confidentiality

- 9.1 The parties must observe unconditional secrecy with regard to all of the other party's confidential information that comes to the knowledge of a party.
- 9.2 The parties may only process the other party's confidential information that is exchanged as part of the compliance of the Contract.
- 9.3 Confidential information includes all information about circumstances of a party, e.g. processes, systems, contractual relationships, customer data, know-how, employee relationships, intellectual rights or the like, whether the information is written, spoken, electronic or via another medium or format. Confidential information does not include information which, at the time when a party has gained such information, must be regarded as generally known, or which later becomes generally known without this being due to a breach of the obligation of confidentiality under the Contract.
- 9.4 The obligation of confidentiality also applies after the termination of the Contract, regardless of the reason for termination.

10. Registrar's payments to DK Hostmaster

- 10.1 Registrar pays an annual fee of DKK 7,500 without VAT to DK Hostmaster for the right to sell Domain Names, including the right to receive the Registrar services DK Hostmaster provides. The fee is invoiced and paid for in advance.
- 10.2 The amount of the fee is based on cost coverage of DK Hostmaster's activities relating to registrars. On this basis, DK Hostmaster may change the fee by addendum to the Contract with a notice of three months.

- 10.3 Upon termination of the Contract, there will be no refund of already prepaid fee by the Registrar.
- 10.4 For each Domain Name sold by Registrar, cf. section 2, and for Domain Names for which Registrar is Billing Contact, Registrar must pay DK Hostmaster an amount corresponding with DK Hostmaster's list prices for registration fees.
- 10.5 With three months' notice, DK Hostmaster may demand that Registrar pays the amount specified in section 10.4 as part of a prepayment scheme. DK Hostmaster is subsequently entitled to deduct this amount from an account with DK Hostmaster, set up for Registrar for this purpose.
- 10.6 Registrar has an obligation to ensure that there are always sufficient funds on this account, cf. section 10.5, to cover the amount for as long as the Contract remains in force.
- 10.7 Up to the introduction of a prepayment scheme, cf. section 10.5, the provisions regarding deposits set out in section 9 of the Registrar Agreement (conditions for the relationship between DK Hostmaster and Registrar relating to registration and administration of domain names under the Danish top-level domain .dk), version 3.1 of March 2017, apply.
- 10.8 DK Hostmaster sets out detailed rules on conditions relating to payment from Registrar and payment from DK Hostmaster, cf. sections 10.1 – 10.6.
- 10.9 Registrar may only exercise its rights pursuant to the Contract if Registrar complies with the provisions pursuant to sections 10.1 – 10.8. If Registrar does not do this, DK Hostmaster may with immediate effect deny Registrar access to sell Domain Names, cf. section 2, until DK Hostmaster receives payment and there are sufficient funds on Registrar's account.

11. Controls

- 11.1 DK Hostmaster may perform controls of compliance with Registrar's obligations under the Contract.
- 11.2 For control purposes, DK Hostmaster may require Registrar to provide the information and the written documentation DK Hostmaster deems relevant pursuant to the Contract within 14 days. The documentation must be in Danish or English.
- 11.3 The deadline for providing this information and documentation may be extended if DK Hostmaster finds specific reason to do so.
- 11.4 The results of DK Hostmaster's controls will be reported to Registrar.

- 11.5 If DK Hostmaster decides that Registrar is not in compliance with its obligations under the Contract, DK Hostmaster will give Registrar 14 days to remedy this non-compliance and send documentation of this remedy to DK Hostmaster.
- 11.6 DK Hostmaster will give Registrar a written warning if Registrar does not provide information and documentation requested by DK Hostmaster, or if Registrar does not comply with its obligations after expiry of the remediation period.

12. Termination of the Contract

- 12.1 The Contract is valid until one party's written termination of the Contract. For DK Hostmaster the term of notice is 3 months, and for Registrar the term of notice is with immediate effect as of DK Hostmaster's receipt of notification of termination from Registrar.
- 12.2 On notification of termination of the Contract, Registrar's and DK Hostmaster's contractual rights and obligations cease.

13. Transfer of the Contract

- 13.1 Registrar may not transfer the Contract or its rights and obligations pursuant to the Contract to a third party.
- 13.2 In the event that DK Hostmaster's function as administrator of Domain Names ceases, DK Hostmaster is obliged and entitled to transfer the Contract to a new administrator without prior consent from Registrar.

14. Cancellation of the Contract

- 14.1 If a party commits material breach of the Contract, the other party is entitled to cancel the Contract with immediate effect. Circumstances considered as constituting material breach include
- Registrar goes bankrupt.
 - Registrar receives 3 notices, cf. section 11.6, within a 3-year period.
 - One party commits fraud against the other party.

15. Compensation

- 15.1 The parties are liable to each other in accordance with the standard compensation rules of Danish law.
- 15.2 DK Hostmaster's total liability in damages to Registrar is limited to DKK 100,000 per injurious action.
- 15.3 DK Hostmaster is not liable to Registrar for losses due to
- indirect circumstances, such as lost earnings, loss of data and the like,
 - force majeure,
 - DK Hostmaster's decision to reject an application for the right to use a Domain Name,
 - DK Hostmaster's decision to delete or suspend registration of a Domain Name,
 - incorrect information given to DK Hostmaster by Registrar or others, including contact details of the registrant, or
 - the registrant's inability to perform data and identity checks with DK Hostmaster in accordance with DK Hostmaster's rules on such verification.

16. Applicable law and venue

- 16.1 This Contract is subject to Danish law.
- 16.2 Any disagreement or dispute between the parties regarding the interpretation and scope of the Contract will be settled in Copenhagen District Court.

17. Signing of the Contract

- 17.1 The Contract is signed electronically by both parties.

18. Languages

- 18.1 This Contract exists in Danish and English. In the event of inconsistencies between the two versions, the Danish version is valid.