

**.eu Domain Name Registration Policy**

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## DEFINITIONS

Terms defined in the Terms & Conditions and/or the .eu Dispute Resolution Rules are used herein with a capital letter.

## OBJECT AND SCOPE

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

The terms and conditions of this Registration Policy apply only to Domain Name registrations, or requests for such registrations, as referred to in Article 2, fourth paragraph, of the Public Policy Rules, i.e. Domain Names registered directly under the “.eu” TLD.

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

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

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

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

The countries and territories that are considered to form part of the Community are listed in Annex 1 hereto.

**In case of a negative answer:** if the Registrant does not meet one of the above requirements, it unfortunately is not entitled to register a Domain Name under the .eu TLD. If the Registrant files a request for Domain Name registration, or if it is able to register a Domain Name without meeting the above conditions, the Registry is entitled at any time to reject a request for Domain Name registration or revoke the Domain Name concerned as it sees fit (Sections 6(4) and 9(4) of the Terms and Conditions).

**In case of a positive answer:** If the Registrant meets one of the above requirements, it can proceed to Section 2.

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

The Registrant must, prior to filing a Domain Name registration request, verify whether the Domain Name requested meets the availability and technical requirements set forth in Section 2.2 of the Terms and Conditions. In this respect, the Registrant must take the following steps:

- (i) check whether the Domain Name requested meets the technical requirements set out in Section 2.2 (ii) of the Terms and Conditions;
- (ii) check in the .eu WHOIS Database (available on the Website of the Registry) whether the Domain Name is available; domain names contained in the lists of blocked or suspended names (published on the Website of the Registry) are not (yet) available for Registration; and
- (iii) check in the .eu Sunrise WHOIS Database (available on the Website of the Registry) whether the Domain Name requested has been applied for during the Phased Registration Period; a Domain Name applied for during the Phased Registration Period shall not be available for general registration until the Registry has decided to make that Domain Name available, according to the Sunrise Rules.

## **SECTION 3. SELECT A REGISTRAR**

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

Therefore, in order to file a request for registration of a Domain Name, the Registrant should select a Registrar accredited by the Registry from the list available on the Website of the Registry.

## **SECTION 4. READ THE RULES**

When filing a request for registration of a Domain Name, the Registrant enters into an agreement with the Registry, the terms and conditions of which are

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contained in the Rules. Thenceforth, the Registrant will be bound exclusively by these Rules, which may be subject to change at any time in accordance with the procedures laid down herein.

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

The Terms and Conditions and any and all other Rules that currently apply are available on the Website of the Registry.

Please note that the Registry is entitled to revoke a Domain Name at its own initiative in the event that the Registrant is in breach of the Rules.

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

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

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

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

The Registry is entitled to reject a request for Domain Name registration or to revoke a Domain Name for which the Registrant has provided incomplete or inaccurate information.

The Registry is entitled to request further information from the Registrant (via the Registrant's Registrar), for instance in the context of a Domain Name application made during the Phased Registration Period.

The Registrant has to make sure that it has a functioning e-mail address (see (iii) before), for communicating with the Registry and/or the ADR Provider. If the address provided to the Registry is not a functioning e-mail address, the Registry is entitled to cancel the request for Domain Name registration or even revoke the Domain Name in accordance with the procedure referred to in Section 12 hereof.

The information must be that of the Registrant and must not be that of the Registrar, proxy or representative of a person or entity that does not meet the General Eligibility Criteria.

## **SECTION 6. REGISTER THE DOMAIN NAME**

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

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

If the Domain Name requested is still available and once all requisite information is complete and the Registry has received payment for registration of the Domain Name from the Registrar, the Domain Name will be automatically registered for a (renewable) Term of one year, as set out in Section 6 of the Terms and Conditions.

**Important:** it is not possible to correct an error in the Domain Name itself: it will be only possible to correct that error by registering the correct Domain Name.

## **SECTION 7. WHOIS DATABASE**

### **1. Introduction**

The Public Policy Rules for require the Registry to provide a WHOIS look-up facility where, by typing in a .eu Domain Name, information about the

administrative and the technical contact administering the Domain Name can be found.

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

By going to the Website of the Registry and typing in the Domain Name in the WHOIS look-up facility, information about that Domain Name and the Registrant can be accessed in accordance with the rules set out below.

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

## **2. Purpose**

The purpose of the WHOIS database, as set forth in the first paragraph of Article 16 of the Public Policy Rules is to provide reasonably accurate and up to date information about the technical and administrative points of contact administering the domain names under the .eu TLD.

## **3. Preventing misuse of WHOIS data**

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

In order to prevent misuse of personal data available in the web-based WHOIS look-up facility the Registry takes the following steps:

- (i) All who submit a WHOIS query is to be provided with an automatically generated random code which they must type in before receiving the answer to their query. Providing the code in the form of a picture rather than text will prevent easy automation of the system for data mining.
- (ii) E-mail addresses, and if published, postal addresses, telephone and fax numbers are displayed as images (pictures) rather than text making it difficult to automate capture of the data.

- (iii) Multi-criteria searching and other search facilities to search by name, e-mail address, address, fax or telephone numbers will not be possible.
- (iv) All those who submit a query to the WHOIS database will first be required to read and agree to the 'WHOIS legal statement and terms and conditions' which will inform the user that:
  - a. the WHOIS services are provided for information purposes only
  - b. by submitting a query the user agrees not to use the information to:
    - 1. allow, enable or otherwise support the transmission of unsolicited, commercial advertising or other solicitations whether via email or otherwise;
    - 2. target advertising in any possible way;
    - 3. cause nuisance to the Registrant in any way by sending messages to them.

To prevent "data mining" using the textual command method, a maximum of 1 domain name per second and a maximum of 100 domain names per hour may be retrieved from the same IP address.

#### **4. Internet Accessibility**

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

The automatically generated random code which must be typed in before receiving answer to the query will be displayed randomly in two colour combinations, facilitating the access for most colour-blind users.

All visually impaired users can request a special password from the Registry to access the data without having to type in the random code and to get the e-mail addresses in the form of plain text instead of images displaying the e-mail addresses.

To prevent "data mining" using the special password, a maximum of 100 domain names per day may be retrieved.

Visually impaired users will be requested to provide the Registry with a certificate confirming their disability. This certificate can be sent to the Registry by postal mail or by e-mail and should be issued by the responsible authority from each member state. The e-mail address of the user asking for the special password has to be included in the application for the special password as the user will receive it via e-mail.



The Registry shall deal with these applications in complete confidence and shall not pass on any information to third parties.

## **SECTION 8. PROCEDURE FOR THE AMENDMENT OF CONTACT INFORMATION**

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

## **SECTION 9. PROCEDURE FOR THE RENEWAL OR CANCELLATION OF A DOMAIN NAME**

In principle, renewal of a Domain Name is automatic.

The Registrant is entitled to cancel a Domain Name registration by filing a request with its Registrar, who is the only person that may file a cancellation request with the Registry. It is not possible for a Registrant to file a cancellation request directly with the Registry.

The procedures used by Registrars for the renewal or cancellation of Domain Names may vary; we therefore urge the Registrant to read clearly the terms and conditions laid down by the appointed Registrar. In some cases, the Registrar will only cancel or renew a Domain Name if certain conditions are met.

### **IMPORTANT REMARK**

If the Registrant does not intend to renew the Domain Name upon expiry of the one-year Term, it is important that it informs its Registrar thereof in due time and in accordance with its agreement with this Registrar. If the expiry date for the Domain Name registration passes, the Registry will automatically invoice the Registrar for a new one-year Term. In such a case, it is likely that the Registrar will charge this renewal fee to the Registrant.

Every Registrar has its own invoicing terms and conditions. Some Registrars expect the Registrant to pay the invoice before their Domain Name expires, so that they know whether the registration should be renewed or not. Please note that the Registry will not intervene in any dispute between a Registrar and its customers.

## **SECTION 10. PROCEDURE FOR CHANGING REGISTRARS**

1. If the agreement between the Registry and the Registrar appointed by the Registrant is terminated and that Registrar has not transferred its

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Domain Name portfolio to another Registrar, the Registry will notify the Registrant thereof. The Registrant must select a new Registrar within one (1) month following the date on which such notice is sent.

If the Registrant designates another Registrar within the above timeframe, the Registry will charge the renewal fees to the new Registrar upon expiry of the Term.

If the Registrant fails to appoint a new Registrar within the above timeframe, the Domain Name will expire at the end of the Term. In such a case, the Domain Name will be suspended for the longer of:

- three months after the notice period referred to above; or
- two months following expiry of the Term.

2. If the Registrant wishes to change its Registrar during the Term, it must appoint a new Registrar and request that Registrar to notify the Registry of the change.

Upon receipt of such notification, the Registry will confirm receipt of the proposed change by sending the Registrant an e-mail containing a code enabling the Registrant to confirm or reject the change request via the Website of the Registry per Domain Name for which a change of Registrar has been requested.

If the Registrant fails to confirm the change of Registrar via the Website of the Registry within seven (7) calendar days following the date on which the Registry sends the e-mail referred to above, the Registry will send an e-mail to the new Registrar appointed by the Registrant. In this second e-mail, the new Registrar will be informed that the transfer shall only take effect if the Registrant confirms the change of Registrar to the Registry by means of a duly signed fax message or confirmation via the Website of the Registry within seven (7) calendar days following the date on which the e-mail reminder is sent. Failing receipt by the Registry of such confirmation within this seven-day period, the initiated change of Registrar will be automatically cancelled.

No reimbursement shall be made of fees paid for the initial Domain Name registration (or renewals thereof).

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

1. If the Registry receives a cancellation request from the Registrar according to Section 6(2) of the Terms and Conditions and Section 9 hereof, it will immediately suspend the Domain Name in question for a period of forty (40) calendar days following (i) the date mentioned in the cancellation request or (ii) the date on which the cancellation request

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was made in case the date mentioned in the cancellation request is prior to such date.

Within this forty-day period,

- (i) the Registrant may request its Registrar to reactivate the suspended Domain Name and the Registrar shall inform the Registry of such request;
- (ii) the Registrant may request a change of Registrar via a newly appointed Registrar (implicitly reactivating the Domain Name).

Furthermore, during the aforementioned suspension period, the executor of the estate of the Registrant or its legal heirs (in the case of the death of the Registrant) or the legally appointed administrator (in the case of the winding-up of the Registrant) may, notwithstanding suspension of the Domain Name, apply to transfer the name via a Registrar at the time of submitting the appropriate documentation as referred to in Section 13(2) and (3) below.

If no reactivation or transfer takes place as referred to above within the stated forty-day period or if the Registry does not receive the relevant fees, it shall make the Domain Name in question available for general registration. No reimbursement shall be made of fees paid for the initial Domain Name registration (or renewals thereof).

3. If the Registry suspends a Domain Name upon termination of the agreement between the Registry and the Registrar, the procedure provided for in Section 10(1) hereof shall apply.

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

1. The Registry may revoke a Domain Name at its own discretion exclusively on the following grounds:
  - (i) outstanding unpaid debts owed by the Registrar to the Registry;
  - (ii) the Registrant's not or no longer fulfilling the General Eligibility Criteria provided under Article 4(2)(b) of the .eu Regulation;
  - (iii) breach by the Registrant of the Rules.
2. At least fourteen (14) days before revoking the Domain Name, the Registry shall by e-mail notify the Registrant and/or the Registrar through whom the Domain Name has been registered, affording the Registrant and/or the Registrar the opportunity to remedy, where possible, the aforementioned grounds for revocation.

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If the aforementioned grounds for revocation are not remedied within the timeframe referred to above, the Registry shall be entitled to revoke the Domain Name.

3. As of the moment the Registry has notified the Registrant and/or the Registrar in accordance with Section 12(2) of this Registration Policy, it may suspend the concerned Domain Name(s).

### **SECTION 13. PROCEDURE FOR THE TRANSFER OF DOMAIN NAMES**

1. Any transfer of a Domain Name, being a change of holder of a domain name, must be done in accordance with the following procedure.

The transferee must appoint a Registrar and request him to notify the Registry of the Domain Name transfer.

Upon receipt of such notification, the Registry will confirm receipt of the proposed change to the transferor and the transferee by e-mail and each e-mail will contain a unique code permitting both parties to confirm or reject the proposed transfer via the Website of the Registry.

If one of the parties fails to confirm the transfer via the Website of the Registry within seven (7) calendar days following the date on which the Registry sends its confirmation e-mails as referred to above, the Registry shall send an e-mail to the Registrar appointed by the transferee. In this e-mail, the Registry will inform that Registrar that the transfer shall only take effect if both the transferor and the transferee confirm the transfer to the Registry by duly signed fax message or via the Website of the Registry within seven (7) calendar days following the date on which the e-mail reminder was sent.

Failing such confirmation within this seven-day period, the initiated transfer will be automatically cancelled and the Domain Name will remain registered in the name of the (initial) Registrant.

2. If the Registrant dies during the Term, the executors of its estate or its legal heirs may request transfer of the name to the heirs within the timeframe set forth in Section 7(3) of the Terms and Conditions at the time of submitting the appropriate relevant documentation and provided they meet the General Eligibility Criteria.
3. If, during the Term, the Registrant becomes subject to insolvency proceedings, winding-up, cessation of trading, bankruptcy or any similar proceeding provided for by national law, the legally appointed administrator may request transfer of the name to the purchaser of the Registrant's assets within the timeframe set forth in Section 7(3) of the Terms and Conditions at the time of submitting the appropriate relevant

documentation and provided the purchaser meets the General Eligibility Criteria.

4. A Domain Name is only successfully transferred in accordance with the procedure described herein upon payment of the applicable fees as specified in the Terms and Conditions. No refund shall be made of fees paid for the initial Domain Name registration (or renewals thereof).

## ANNEX 1

### Who may register a .eu Domain Name?

**Note: Residency and NOT nationality is a criterion for accepting the registration of .eu domain name.**

<b>Countries/territories forming part of the EU</b>	<b>Countries/territories not forming part of the EU</b>
Austria	
Belgium	
Bulgaria	
Cyprus, Southern Greek part of (under the control of the Republic of Cyprus)	Northern Turkish part of Cyprus, which is not internationally recognised
Czech Republic	
Denmark	Faroe Islands Greenland
Estonia	
Finland Aland Islands	
France Guadaloupe French Guiana Martinique Réunion	French Polynesia French Southern and Antarctic territories Mayotte New Caledonia and dependencies Saint Pierre and Miquelon Wallis and Futuna Islands
Germany	
Greece	
Hungary	
Italy	
Ireland	
Latvia	
Lithuania	
Luxemburg	
Malta	
Poland	
Portugal The Azores Madeira	
Romania	
Slovakia	
Slovenia	

Spain Canary Islands Ceuta Melilla	
Sweden	
The Netherlands	Aruba Netherlands Antilles: Bonaire Curaçao Saba Sint Eustatius Sint Maarten
United Kingdom Gibraltar	Anguilla Bermuda British Antarctic Territory British Indian Ocean territory British Virgin Islands Cayman Islands Falkland Islands (Islas Malvinas) Guernsey Isle of Man Jersey Island Montserrat Pitcairn Saint Helena and Dependencies South Georgia and the South Sandwich Islands Turks and Caicos Islands
	Andorra
	Croatia
	Iceland
	Liechtenstein
	Monaco
	Norway
	San Marino
	Switzerland
	Turkey
	Vatican City