DK HOSTMASTER'S GENERAL CONDITIONS FOR THE ASSIGNMENT, REGISTRATION AND ADMINISTRATION OF .DK DOMAIN NAMES

Version 08
31 January 2016

Under Section 12(1) of Danish Act No. 164 of 26 February 2014 on Internet Domain Names (hereinafter referred to as the Domain Names Act), DIFO has handed the responsibility for the day-to-day administration of .dk domain names to DK Hostmaster A/S. On behalf of DIFO, DK Hostmaster A/S has drawn up these General Conditions in pursuance with Section 14(1) of the Domain Names Act.

Content

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 A/S
CVR (VAT) no. 24210375
Kalvebod Brygge 45, 3.
1560 Copenhagen V
Tel.: + 45 33 64 60 60
E-mail: info@dk-hostmaster.dk
Web: www.dk-hostmaster.dk
(hereinafter DK Hostmaster)

The assignment and registration of a .dk domain name is effected on a 'first come, first served' basis.

According to the Domain Names Act Section 3, .dk domain names belong to the Danish government.

Upon registration the registrant 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 and in the procedures referred to on DK Hostmaster's website: www.dk-hostmaster.dk.

2.   DEFINITIONS

Agreement	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.
Payer	Payer shall mean the person who has been appointed by the registrant to make all payments regarding the domain name. The payer is also referred to as the "billing contact".
Blocking	Blocking shall mean the special registration of a domain name in DK Hostmaster's database, to which no services can be linked.
DIFO	DIFO shall mean the association Dansk Internet Forum. Under the Domain Names Act, DIFO is responsible for setting out the general objectives and principles for the assignment, registration and administration of .dk domain names.
.dk domain name and domain name	.dk domain name 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	DK Hostmaster shall mean DK Hostmaster A/S (CVR/VAT no.: 24210375). 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.
DK Hostmaster's General Terms and Conditions for the Assignment, Registration and Administration of .dk Domain Names	DK Hostmaster's General Terms and Conditions for the Assignment, Registration and Administration of .dk Domain Names shall mean these provisions for the assignment, registration and administration of .dk domain names. For a description of the currently applicable procedures, reference is made to DK Hostmaster's website: www.dk-hostmaster.dk. In these General Conditions "DK Hostmaster's General Terms and Conditions for the Assignment, Registration and Administration of .dk Domain Names" and "the General Conditions" are used synonymously.
DNSSEC	DNSSEC shall mean Domain Name System Security Extensions. DNSSEC is a security safeguard that enable verification of the correctness of the response to a DNS request.
The Domain Names Act	The Domain Names Act (*lov om internetdomæner*) shall mean Danish Act No. 164 of 26 February 2014 on Internet Domain Names, as subsequently amended.
Proxy	Proxy shall mean the natural or legal person who has been given a power of attorney by the registrant to initiate transactions in relation to DK Hostmaster in accordance

	with the conditions defined by DK Hostmaster.
General Conditions	Please refer to "DK Hostmaster's General Terms and Conditions for the Assignment, Registration and Administration of .dk Domain Names".
The Complaints Board for Domain Names	The Complaints Board for Domain Names shall mean the independent complaints board set up in accordance with Section 26 of the Domain Names Act. For further information on the Complaints Board reference is made to: www.domaeneklager.dk
Name server	Name server shall mean a server that provides a name service.
Name server manager	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.
Name service	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	Key proxy shall mean a natural or legal person who handles transactions involving changes to the set-up and content of encryption keys for DNSSEC. As a general rule, the Name server manager is the key proxy, however the registrant may at any time become the key proxy.
Registrant	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.
Registrar	Registrar shall mean a natural or legal person who has been approved by DK Hostmaster to register domain names.
Self-service	Self-service shall mean the functionality on DK Hostmaster's website giving access to administration of a registered domain name using a user ID and a password.
Deletion	Deletion shall mean permanent removal of a domain name from DK Hostmaster's database of registered domain names, after which the domain name can be registered again. Deletion can be undertaken solely by DK Hostmaster.
Basic information	Basic information shall mean the information registered for a domain name, including the registrant's, proxy's and payer's (billing contact's) contact information (name, address, e-mail address and telephone number). For legal persons with a Danish Business Registration

	(CVR/VAT) number, the basic information shall also include the CVR/VAT number.
Suspension	Suspension shall mean a temporary disconnection of a name service for a domain name.
Top-level domain	Top-level domain shall mean the words in a domain name that appear to the far right.
VID-contact	VID-contact shall mean the natural or legal person, authorized by the registrant to approve transactions regarding the domain name in relation to DK Hostmaster in accordance with the conditions defined by DK Hostmaster for the VID-service.
Whois database	Whois database shall mean DK Hostmaster's public database of registered and blocked domain names. The database contains the registrant's and the proxy's name, address, telephone number and user ID, unless they are entitled to anonymity. The legal basis of the whois database is Section 18(1) of the Domain Names Act.

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

3.1 General

The registrant applies for a .dk domain name through a registrar, but the agreement on the right of use of a domain name shall be concluded between the registrant and DK Hostmaster.

All subsequent communication related to the administration of the domain name shall take place directly between DK Hostmaster and the registrant or the proxy or payer (billing contact) authorised by the registrant.

Registration of a domain name shall require the following:
1. that an application for the domain name is submitted through a registrar, cf. Clause 3.2;
2. that DK Hostmaster reserves the domain name, cf. Clause 3.3;
3. that the registrant's name, address and telephone number are validated by DK Hostmaster, cf. Clause 3.4; and
4. that the registrant subsequently confirms the agreement on the registration of a domain name, cf. Clause 3.5.

3.2 Application for a .dk domain name

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 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.
- Information regarding the registrant:
  - The registrant's name (for legal persons also corporate form and CVR (VAT) number). In case an attention person is indicated for the registrant, the right of use of the domain name belongs to the registrant and not the indicated attention person.
  - Valid address (for natural persons with a Danish postal address the address must be identical to the individual's officially registered address and for legal persons with a Danish postal address the address must be identical to the officially registered address in the Danish Central Business Register (CVR)).
  - Valid and active e-mail address and valid and active telephone number. E-mail address and telephone number shall be under the registrant's control.
- Information regarding the proxy:
  - The proxy's name (for legal persons also corporate form and CVR (VAT) number).
  - Valid address (for natural persons with a Danish address the address must be identical to the individual's officially registered address and for legal persons with a Danish postal address the address must be identical to the officially registered address in the Danish Central Business Register (CVR)).
  - Valid and active e-mail address and valid and active telephone number, if the proxy is not the registrant. E-mail address and telephone number shall under the proxy's control.
- Information regarding the payer (billing contact)
  - The payer's (billing contact's) name (for legal persons also corporate form and CVR (VAT) number).
  - Valid address (for natural persons with a Danish address the address must be identical to the individual's officially registered address and for legal persons with a Danish postal address the address must be identical to the officially registered address in the Danish Central Business Register (CVR)).
  - Valid and active e-mail address and valid and active telephone number, if the payer (billing contact) is not the registrant. E-mail address and telephone number shall be under the the payer's (billing contact) control.
- Information regarding a possible key proxy:

  o The key proxy's name (for legal persons also corporate form and CVR (VAT) number).

  o Valid address (for natural persons with a Danish address the address must be identical to the individual's officially registered address and for legal persons with a Danish postal address the address must be identical to the officially registered address in the Danish Central Business Register (CVR)).

  o Valid and active e-mail address and valid and active telephone number. E-mail address and telephone number shall be under the key proxy's control.

3.2.1.1 Proxy and payer (billing contact)

It is the registrant who decides whether to designate a proxy and/or payer (billing contact) for the domain name. In case the registrant does not designate a proxy and/or payer (billing contact) both functions will automatically go to the registrant.

The registrant can designate the proxy or payer (billing contact) when applying for the domain name or subsequently using DK Hostmaster's Self-service.

A proxy cannot be guaranteed to become anonymous in DK Hostmaster's whois database, unless the proxy is the registrant and the registrant is entitled to be anonymous.

A proxy's request for external redelegation, change of key proxy, deletion or transfer of a domain name shall require the registrant's subsequent consent before being effected by DK Hostmaster. It is noted that a proxy is not authorised to change the registrant's basic information.

A proxy cannot assign the power of attorney to another natural or legal person, unless the proxy is the registrant.

The payer (billing contact) can only pay for the domain name and is anonymous in DK Hostmaster's whois database. The registrant will be the payer (billing contact) unless the registrant has stated a different payer (billing contact) cf. Clause 3.2.1.

The registrant has at all times access to all information regarding a proxy and/or payer (billing contact) assigned to the registrant's domain name regardless of whether one or more of these are entitled to anonymity in DK Hostmaster's whois database.

A proxy has at all times access to all information regarding a payer (billing contact) assigned to the domain name to which the proxy is also assigned, regardless of whether the payer (billing contact) is entitled to anonymity in DK Hostmaster's whois database.

3.2.2 Right of cancellation

An agreement on the right of use of a domain name shall not be covered by the provisions on right of cancellation in the Danish Consumer Contracts Act (*forbrugeraftaleloven*), cf. the exception in Section 18.2(2) in the Danish Consumer Contracts Act (*forbrugeraftaleloven*).

The registrant may terminate the agreement at any time, cf. Clause 10.1.

3.2.3 Warranty of non-infringement

By his/her application, the registrant warrants to DK Hostmaster 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.

3.2.4 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 mentioned rules with at least one (1) months' notice 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: www.dk-hostmaster.dk

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.

Upon receiving an application, DK Hostmaster shall check whether the domain name is available. 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 on the possibility of being included on a waiting list for the domain name.

3.3.2 If the domain name applied for has been blocked

If the domain name applied for has been blocked, DK Hostmaster shall send an e-mail to the registrant of the blocked domain name, requesting a decision as to whether the domain name can be released for registration to the party applying for the domain name.

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.

If the registrant refuses to release the domain name, the block shall be maintained.

3.4 Validation of the registrant's name and address information

According to the Domain Names Act, DK Hostmaster shall ensure that the information on the registrant's name, address and telephone number in the whois database is correct and up to date, to the extend this is technical feasible and reasonable.

Consequently, it is a prerequisite for registration of a domain name that DK Hostmaster, to the extend this is technical feasible and reasonable, is able to validate the registrant's information on name, address and telephone number as correct.

3.4.1 Validation of information on natural persons with a Danish postal address

Natural persons with a Danish postal address shall be validated by matching the name and address with the information in the Danish Civil Registration Register (the CPR register). In exceptional cases, validation may be performed using the registrant's Danish civil registration (CPR) number if a match of the name and address is not possible.

To have a domain name registered, the registrant shall be willing to disclose his or her Danish CPR number for validation purposes, if necessary. DK Hostmaster shall be entitled to reject an application for a domain name if the registrant refuses to disclose his or her Danish CPR number.

3.4.2 Validation of information on legal persons with a Danish Business Registration (CVR/VAT) number

Legal persons with a Danish CVR (VAT) number shall be validated in the Danish Central Business Register (the CVR–register).

To have a domain name registered, the registrant shall be willing to disclose its CVR (VAT) number for validation purposes. DK Hostmaster shall be entitled to reject an application for a domain name if the registrant refuses to disclose its CVR (VAT) number.

Legal persons with a Danish postal address but without a CVR (VAT) number shall be covered by Clause 3.4.1. For validation of information on associations, reference is made to Clause 3.4.3.

3.4.3 Validation of information on associations with a Danish postal address

Associations with a Danish postal address shall be validated in the CVR (VAT) register. To have a domain name registered, the registrant shall be willing to disclose its CVR (VAT) number for validation purposes.

If the association does not have a CVR (VAT) number, it must state the name, address and possibly Danish CPR number of a contact for the association for validation purposes.

DK Hostmaster shall be entitled to reject an application for a domain name if the registrant refuses to disclose a Danish CPR or CVR (VAT) number.

3.4.4 For other registrants

Other registrants than those mentioned in Clauses 3.4.1-3.4.3 cannot be validated in public Danish registers.

Instead, DK Hostmaster shall be entitled to validate names and addresses by sending a letter by post to these registrants. If the letter is returned, the name and address shall be regarded as not having been validated, and DK Hostmaster shall be entitled to cancel the agreement on registration of the domain name, cf. Clause 10.3.5.

3.5 Confirmation of the agreement on registration of a domain name

Following the validation of the registrant, cf. the provisions in Clause 3.4, an order confirmation shall be submitted by e-mail to the registrant stated in the application. DK Hostmaster may also choose to send an order confirmation by post in order to validate the registrant's information, cf. Clause 3.4.

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.

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 within the deadline stated in the order confirmation, the reservation shall be cancelled.

3.5.1 Acceptance of DK Hostmaster's rules

By confirming the agreement, the registrant accepts to be bound by DK Hostmaster's rules, including the General Conditions, descriptions of procedures etc. on DK Hostmaster's website: www.dk-hostmaster.dk, and DK Hostmaster's Privacy Policy.

The registrant also accepts that DK Hostmaster will comply with and implement the decisions made by the Complaints Board for Domain Names.

3.6   Prohibition against warehousing

Registrants may not register and maintain registrations of domain names solely with the purpose of reselling or renting them to other parties (also known as warehousing), cf. Section 25(2) of the Domain Names Act.

4.   THE REGISTRANT'S OTHER OBLIGATIONS

4.1   Notice of changes to basic information

The registrant shall be responsible for informing DK Hostmaster about any changes to basic information regarding the domain name, including but not limited to changes to contact information in the form of name, e-mail address, telephone number or address, cf. the provisions below regarding the automatic update of the name and address information.

DK Hostmaster shall be entitled to update name and address information on behalf of the registrant in the following cases:
- If DK Hostmaster receives a notice of change of address from the Danish postal service Post Danmark or a similar service.
- If DK Hostmaster receives a notice of change of name and/or address from the Danish CPR- or CVR-register.
- If DK Hostmaster can ascertain a change of name and/or address by checking the Danish CPR- or CVR-register.

For registrants, whose information has been validated by DK Hostmaster in the Danish CPR register in connection with an application for a domain name, and who do not have name and address protection in the Danish CPR register, DK Hostmaster shall ensure that the whois database is automatically updated with any changes of name and address registered in the Danish CPR register. This does not included name and address changes for registrants with a Danish address who move abroad and in the circumstances where the CPR register does not provide information of name and address changes for registrants. In these circumstances the registrants are required to inform DK Hostmaster of changes in name and addresses.

In all other cases, DK Hostmaster cannot guarantee that changes of name and address are automatically updated. Such registrants shall be obliged to notify DK Hostmaster of changes of name and address using the procedure published on DK Hostmaster's website.

Changes to basic information can be made via Self-service on DK Hostmaster's website or by using another method prescribed by DK Hostmaster.

4.2 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.

The registrant has three options regarding DNSSEC:
- The registrant may choose to let the name server manager handle DNSSEC.
- The registrant may choose to handle DNSSEC itself.
- The registrant may opt out of DNSSEC altogether.

DK Hostmaster shall ensure that the encryption keys generated by DK Hostmaster used for DNSSEC signing of the .dk zone are valid and advertised correctly.

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

Reference is made to DK Hostmaster's website for a description of the DNSSEC service and the procedures connected thereto.

5.1.1 DNSSEC handled by the name server manager
The name server managers that have entered in to an agreement with DK Hostmaster have the possibility to assign DNSSEC keys and thereby become the key proxy for the registrant's domain names. Thus, the domain names will automatically have the DNSSEC security safeguard enabled.

The registrant can at all times disable the name servicer manager's keys, thereby disabling the management of DNSSEC by the name server manager.

5.1.2 DNSSEC handled by the registrant

In case the registrant choses to handle DNSSEC on its own, the conditions in this Clause will apply.

Registration of DNSSEC can be made via DK Hostmaster's Self-service.

The registrant is required to:
- 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.

The registrant may delegate the abovementioned tasks to the proxy.

The registrant shall be responsible for the registrant's encryption keys and the handling thereof.
DK Hostmaster shall not require payment for the connection of DNSSEC from the registrant.

5.1.3 Opt out of DNSSEC

The registrant has at all times the right to opt out of the DNSSEC service for the domain name altogether regardless of whether the service is handled by the name server manager or the registrant.

5.2   VID service (Very Important Domain)

DK Hostmaster offers a VID service, which can be purchased in relation to a domain name registration.

Reference is made to DK Hostmaster's website for a description of the VID service and the procedures connected thereto.

5.2.1 Registration and disconnection of the VID service

Registration and disconnection of the VID-service must follow the procedures related thereto determined by DK Hostmaster, cf. the descriptions on DK Hostmaster's website.

Registration of VID service can only be made by the registrant. If a proxy requests registration of VID service, the registrant must approve the registration before VID service can be created.

Disconnection of VID service for a domain name must be approved by the registrant before disconnection will be effected by DK Hostmaster.

5.2.2 VID-contact

The registrant is encouraged to appoint minimum one (1) and maximum three (3) VID-contact(s) per domain name with VID service. In case more than one (1) VID-contact is assigned these are of equal rank. The registrant may continuously change and appoint new VID-contacts.

A VID-contact is authorized by the registrant to approve transactions regarding the domain name in relation to DK Hostmaster in accordance with the conditions defined by DK Hostmaster for the VID-service, cf. the description on DK Hostmaster's website.

5.2.3 Notice of DK Hostmaster's intention to cancel the registrant's domain name agreement

If DK Hostmaster intends to cancel the registrant's domain name 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 10.3.8.

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

5.2.4 Update of basic information

Reference is made to Clause 4.1 regarding the registrant's obligation to update its basic information. In case the registrant does not update the basic information, it is the registrant's responsibility if letters sent to the registrant are not received by the registrant.

5.2.5 Breach of the VID-service agreement

The following conditions are always considered a material breach of the agreement regarding VID-service justifying DK Hostmaster to cancel the agreement regarding VID-service:

- Failure to update the basic information, cf. Clause 10.3.6.
- If sent registered letters repeatedly cannot be delivered to the registrant, regardless of the reason for this.

5.2.6 Charges

DK Hostmaster shall charge an annual fee per domain name with VID service, cf. Clause 6.2.2.

If the service agreement is terminated 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).

A request for redelegation can be made via Self-service on DK Hostmaster's website or by using another method prescribed by DK Hostmaster in special cases.

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 charge for redelegation.

If the request was made by other parties than the registrant, the registrant shall accept the request before DK Hostmaster will carry out redelegation. An exemption to this is internal redelegations.

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.

To be included on a waiting list, information must be provided on the requesting party wishing to be included on the waiting list, including e-mail address.

The applicants shall be included on the waiting list in the order the applications 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 the Complaints Board or a court of law

If DK Hostmaster receives documentation 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 is to be transferred according to the claim shall be included free of charge on the waiting list for the domain name. If a waiting list for the domain name in question already exists, the party shall be placed after the other members on the waiting list. 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, cf. Clause 6.2.2.

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 to accept the offer of registering the domain name in question. The domain name shall then be assigned to the highest placed waiting list member who has accepted the offer of registering the domain name within the deadline of 14 days.

The person assigned the domain name shall follow the currently applicable procedure set out on DK Hostmaster's website for assignment of a domain name via a waiting list.

The party to whom the domain name is to be assigned shall be validated before assignment, cf. Clause 3.4.

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 one (1) month 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

6.2.1 Period 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

6.2.2 Other charges and fees
DK Hostmaster has the following other charges and fees. All amounts include VAT:

VID service: DKK 150 per year per domain name.

Inclusion on a waiting list: DKK 75 per year per domain name.

Restoration: DKK 125 per domain name.

Physical invoices: DKK 37.50 per invoice.

Administration fee for refund of excess prepaid fee: DKK 50 per refund.

6.2.3 Blocked domain names
Blocked domain names shall be exempt from payment of period fee and other charges and fees.

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, unless the registrant has designated a payer (billing contact) for the domain name, cf. Clause 3. Payment shall be made directly to DK Hostmaster.

6.5 Means of payment

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

6.6 Invoicing

DK Hostmaster shall send electronic invoices to the party recorded as the payer (billing contact) for the domain name. If a separate payer (billing contact) for the domain name has not been recorded, invoices shall be sent to the registrant.

DK Hostmaster shall send physical invoices only if the registrant or a payer (billing contact) designated by the registrant so requests. In this connection, DK Hostmaster shall charge a fee per invoice, cf. Clause 6.2.2.

6.7 Non-payment

In the event of non-payment of period fee, restoration fee or the like, a notice shall be submitted in accordance with the notice procedure set out in Clause 10.3.8.

7. PUBLICATION OF INFORMATION IN THE WHOIS DATABASE

7.1 General

Information on registered and blocked domain names, including the registrant's and the proxy's name, address and telephone number and user ID, is publicly available via DK Hostmaster's whois database, cf. Section 18 of the Domain Names Act.

7.2 Anonymity in the whois database

According to the Domain Names Act, DK Hostmaster shall ensure that registrants are anonymous in the whois database if the information is exempt from being published in accordance with other legislation, and if DK Hostmaster can ascertain this by checking a publicly available register. In the event that DK Hostmaster cannot ascertain this by checking

a publicly available register, the registrant is required to contact DK Hostmaster if the registrant wishes to become anonymous in the whois database, and document their right to become anonymous.

If the registrant is no longer entitled to anonymity in accordance with other legislation, the registrant shall be shown in the whois database.

Anonymity shall only be granted to natural persons.

A proxy cannot be guaranteed to become anonymous in DK Hostmaster's whois database, unless the proxy is the registrant, and the registrant is entitled to be anonymous.

DK Hostmaster will by using the national Danish directory enquiries service in existence from time to time investigate whether the registrant's phone number shall be unlisted in the whois-database.

7.2.1 *Natural persons with a Danish postal address*

For natural persons with a Danish postal address, DK Hostmaster will automatically ensure that the registrant becomes anonymous in the whois database in the event that DK Hostmaster, by checking a publicly available register using the information given by the registrant, can ascertain that the registrant have name and address protection in the Danish CPR register.

7.2.2 *Natural persons with a foreign postal address*

Natural persons with name and address protection under another country's legislation shall document to DK Hostmaster that they are entitled to name and address protection according to the legislation in the country where they are resident. When DK Hostmaster has received this documentation, DK Hostmaster shall ensure on request that the registrant is made anonymous in the whois database. DK Hostmaster shall be entitled to request at any time that the registrant produce updated documentation for continued entitlement to anonymity.

7.3   Disclosure of information on anonymous registrants in the whois database

Information on registrants who are anonymous in DK Hostmaster's whois database will always be disclosed 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 18(5) of the Domain Names Act. For a more detailed review of DK Hostmaster's privacy policy, reference is made to DK Hostmaster's website: www.dk-hostmaster.dk.

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. If the parties are unable to reach an agreement, the objection must be brought before the Complaints Board for Domain Names or a court of law. In special situations objections can be brought before DK Hostmaster, cf. the provisions in Clauses 8.3.1 - 8.3.4.

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 at the request of the notifier. The basic information shall then be locked so that only the address information can be maintained.

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. The parties shall be responsible for informing DK Hostmaster of any circumstances justifying removal of the registration. If DK Hostmaster has not heard from the parties within five (5) years of the registration, it shall automatically be removed, unless DK Hostmaster receives documentation establishing that the registration should be maintained.

8.2.3 Change in 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 by e-mail when the domain name has been blocked or deleted.

8.3 DK Hostmaster's 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; and
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 alleged condition. 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 10.3.8, shall not apply.

If the domain name is suspended, the registrant shall have 14 days from the date of the notification to document that the circumstances leading to the suspension are no longer present. The managing director of DK Hostmaster and the chairman of the board of DIFO shall jointly assess whether the circumstances leading to the suspension still exist. If the suspension of the domain name is maintained after the 14-day period, the managing director of DK Hostmaster and the chairman of the board of DIFO shall decide whether the suspension is to lead to blocking or deletion. Normally, the domain name shall be blocked

after the suspension, cf., however, Clause 8.3.6. If the notifier does not wish for the domain name to be blocked, the notifier shall specifically request that DK Hostmaster delete the domain name.

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 (4) 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.

8.3.2 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; and.
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 10.3.8, shall not apply.

If the domain name is suspended, the registrant shall have 14 days from the date of the notification to document that the circumstances leading to the suspension are no longer present. The board of directors of DIFO shall jointly assess whether the circumstances leading to the suspension still exist. 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 is to lead to blocking or deletion cf., however, Clause 8.3.6. 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 (4) 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, transferred 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; and
4. the registrant of the notified domain name or a natural or legal person closely related to the registrant has registered at least two (2) 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 cf., however, Clause 8.3.6. If the notifier does not want the domain name to be blocked, the notifier shall instead specifically request that DK Hostmaster transfer or 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, transfer 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 10.3.8, shall not apply.

The decision to suspend and subsequently block, transfer 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 (4) weeks of the decision being notified to the registrant, DK Hostmaster shall block, transfer 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; and

4. prior to the notification, the Complaints Board for Domain Names must have found, in at least two (2) 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 25(1) of the Domain Names Act. The Complaints Board's decisions shall not be older than five (5)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 that DK Hostmaster 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 10.3.8, 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 (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.

8.3.5 Request concerning blocked domain names
If a notifier's request for blocking of a domain name is granted in accordance with Clauses 8.3.1-8.3.4 and 8.5, the notifier shall become registrant of the domain name subject to the limitations set out in Clauses 4.2 and 6.2.3, cf., however, Clause 8.3.6.

8.3.6 Request concerning blocked domain names with a waiting list
If a waiting list has been set up for a domain name, the domain name cannot be blocked.

8.3.7 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, cf., however, Clause 8.3.6.

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.

8.5 Blocking of domain names at the request of the police

A domain name which is to be seized by the police according to a decision from a Danish court of law may be blocked for up to two (2) years at the request of the police in accordance with DK Hostmaster's rules on blocking. After this time, the blocking shall automatically be removed, and the domain name will be released, unless the public authority has chosen to become a actual registrant.

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, including the previous registrant's chosen registration period.

A domain name shall only be transferred if all balances relating to the domain name have been paid, including but not limited to payment of invoiced annual fee and restoration fee. Transfers effected in accordance with decisions from courts of law or the Complaints Board for Domain Names or injunctions, cf. Clause 10.3.4, shall be exempted from the above provision.

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, cf. Clause 8.2.3.

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.

The transferee shall be validated before the transfer may be effected, cf. Clause 3.4.

9.2   Transfer of a disputed domain name

If the Complaints Board for Domain Names or a Danish court of law or arbitration has come to a decision that a 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 future registrant. The information form shall be accompanied by documentation for the disputed decision. In addition, the transferee shall be validated before the transfer may be effected, cf. Clause 3.4.

The information form can be found on DK Hostmaster's website.

10.   TERMINATION AND EXPIRY OF THE AGREEMENT

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 that DK Hostmaster 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 of DKK 50.00 including VAT, cf. Clause 6.2.2.

10.2 DK Hostmaster's right of termination

10.2.1 Cessation of administrator function

DK Hostmaster shall be entitled to assign the agreement to a new administrator if DK Hostmaster ceases to act as administrator in accordance with Section 32 of the Domain Names Act.

If DK Hostmaster assigns the agreement before expiry of the registration period, excess prepaid period fee and other charges and fees shall be refunded, calculated from the date of assignment to the new administrator.

In case of a change of administrators in accordance with Section 32 of the Domain Names Act, DK Hostmaster shall be entitled to transfer all information on existing agreements with registrants, including the information in the whois database, to the new administrator. This also applies to registrants who are anonymous in the whois database due to their name and address protection in the Danish CPR register or similar foreign registers.

10.2.2 Withdrawal 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 withdraw 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 withdraw 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 (4) 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.

Further reference is made to Clause 6.7 on non-payment.

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

DK Hostmaster may at any time request that the registrant submit a declaration stating that the registrant warrants to DK Hostmaster 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 fulfil the obligations set out in Clause 4.2 on connection to name servers.

10.3.4 Judicial decision or injunction

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

The Complaints Board for Domain Names shall on its own motion submit the decisions to be enforced to DK Hostmaster which shall then enforce the decisions according to their terms.

Other decisions shall be submitted to DK Hostmaster by the competent authority or the party wishing to invoke the decision with the required documentation, including documentation for the enforceability of the decision. If the decision and the documentation submitted or the documentation requested by DK Hostmaster do not indisputably show that the decision gives grounds for enforcing a claim for suspension, deletion or transfer of a domain name, the person invoking the decision shall be referred to the Complaints Board for Domain Names or the courts of law.

10.3.5 Lack of validation

DK Hostmaster may refuse to register a domain name and cancel the agreement and delete the registration of a domain name if the registrant cannot be validated in accordance with Clause 3.4 or if the registrant fails to submit the information required for validation.

10.3.6 Other material breach

In addition to the grounds mentioned in Clauses 10.3.1-10.3.5, 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.

10.3.7 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 (4) weeks of the decision being notified to the registrant.

10.3.8 Notice

In the situations given in Clauses 10.3.4, 10.3.5, 10.3.6, and 10.3.7, 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.

10.3.8.1 Domain names without VID service

DK Hostmaster shall send a written notice by post or e-mail to the registrant requiring the registrant to remedy the circumstances warranting the cancellation. In case of lack of payment, cf. Clause 10.3.1, the notice will be sent to the payer (billing contact) instead of the registrant, if the registrant has designated a payer (billing contact) for the domain name.

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 (3) 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, cf. Clause 6.2.2.

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.

10.3.8.2 Domain names with VID service

DK Hostmaster shall send a written notice by post or e-mail to the registrant requiring the registrant to remedy the circumstances warranting the cancellation. In case of lack of payment, cf. Clause 10.3.1, the notice will be sent to the payer (billing contact) instead of the registrant, if the registrant has designated a payer (billing contact) for the domain name.

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 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 (3) 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 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, cf. Clause 6.2.2.

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.

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 by any person having a legal interest in the outcome of the case, cf. Section 28(2) and (3) of the Domain Names Act.

The Complaints Board's contact information:

The Complaints Board for Domain Names
Kalvebod Brygge 45, 3.
1560 Copenhagen V
Tel. +45 33 36 11 00
Fax +45 33 36 21 00
E-mail: sekretariatet@domaeneklager.dk
Web: www.domaeneklager.dk

Complaints to the Complaints Board for Domain Names shall be submitted within four (4) weeks of the decision being notified to the complainant. Reference is made to the Rules of the Complaints Board and its Rules of Procedure which are available on the Complaints Board's website: www.domaeneklager.dk.

Complaints submitted to the Complaints Board for Domain Names or the courts of law before the entry into force of these General Conditions shall be heard according to the rules in force at the time of submission of the complaint. Previous versions of the General Conditions may be found on DK Hostmaster's website: www.dk-hostmaster.dk.

13. CHANGES TO THE 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 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 shall be published on DK Hostmaster's website at least one (1) month before such changes come into force.

In addition, DK Hostmaster shall give notice of material changes to the General Conditions to each individual registrant by submitting an e-mail no later than one (1) month before such changes come into force. If the registrant does not accept the new conditions and notifies DK Hostmaster of this, DK Hostmaster shall be entitled to terminate the registrant's agreement with DK Hostmaster with the effect that the domain name will be deleted when the new conditions come into force.

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 or alternatively the District Court of Copenhagen as the legal venue.

In cases covered by Section 244 of the Danish Administration of Justice Act (*retsplejeloven*), consumers may, however, bring cases before their home courts. The same applies to consumers residing in the other EU and EEA countries.

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 03.12.2015

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