Terms and conditions
for the right of use to a .dk domain name

.dk hostmaster

Content

1. About the right of use to a .dk Domain Name

1.1 These terms and conditions for the right of use to a .dk domain name (hereinafter "Terms and Conditions") lay down conditions for obtaining the right of use to a second-level domain name under the .dk domain, including rights and obligations in connection with the use of such a .dk domain name (hereinafter "Domain Name").

1.2 These Terms and Conditions are laid down by DK Hostmaster A/S (hereinafter "DK Hostmaster") and are accepted upon the conclusion of an agreement with DK Hostmaster on the right of use to a .dk domain name (hereinafter the "Agreement").

1.3 An "Applicant" is a legal or natural person who submits an application for a Domain Name. An Applicant can only be considered for the right of use to a .dk domain name that is not already registered.

1.4 An Applicant who has been granted the right of use to a Domain Name by submitting an application for registration of a Domain Name or a legal or natural person who has had a Domain Name transferred becomes a "Registrant" by concluding the Agreement with DK Hostmaster. The Terms and Conditions are an integral part of the Agreement between the Registrant and DK Hostmaster.

1.5 An Agreement on the right of use to a Domain Name shall not be covered by the provisions on the right of cancellation in the Danish Consumer Contracts Act (*forbrugeraftaleloven*), cf. the exception in Section 18.2(13) in the Danish Consumer Contracts Act (*forbrugeraftaleloven*).

1.6 DK Hostmaster may suspend and delete a Domain Name as described in details in these Terms and Conditions, including if a Registrant does not meet his/her obligations. In such cases a registrant is not entitled to reimbursement of any payment for a domain name.

Suspension of a Domain Name means that the Domain Name is disconnected from name servers and thereby is not active. That means that any website and email addresses associated with the Domain Name are inactive.

Deletion of a Domain Name means that the right of use to the Domain Name lapses, and that the agreement with DK Hostmaster is cancelled.

2. Application for the right of use to a Domain Name

2.1 An application for the right of use to a Domain Name must be made through a provider of Domain Names (hereinafter "Registrar").

2.2 The Applicant must enable the Registrar to submit an application to DK Hostmaster with the following information.

- The Domain Name applied for
- The Applicant's contact information, i.e. name, address, telephone number and email address
- The registration period, i.e. the requested period of time of the Domain Name registration (the registration periods that an Applicant can choose are stated on the website of DK Hostmaster)

- The names of at least two authoritative name servers that are registered with DK Hostmaster
- CVR number if the applicant is a Danish legal person

2.3 The registration period starts when DK Hostmaster registers the Domain Name in the whois database after having ascertained:

- That the Domain Name is not already registered,
- That the application contains the information stated in sub-clause 2.2, and
- That the name servers stated are registered with DK Hostmaster.

The first registration period runs from the date when DK Hostmaster registers the Domain Name and until the end of the month with the addition of the period as applied for.

The registration period may be interrupted if an Applicant for a Domain Name has not accepted the Agreement with DK Hostmaster within four days and nights after DK Hostmaster sent the Agreement to the Applicant at the email address stated.

3. Accurate contact information

3.1 An Applicant must provide accurate contact information.

As part of DK Hostmaster's control that the Applicant's contact information is accurate, the Applicant must observe the control measures specified by DK Hostmaster, including on electronic identification.

3.2 When the contact information of a Registrant is changed, the Registrant must ensure that these changes are registered with DK Hostmaster in accordance with the method specified by DK Hostmaster.

3.3 If a Registrant does not ensure that the contact information is accurate, DK Hostmaster may decide to suspend and subsequently delete the Domain Name.

3.4 The Registrant can have the Domain Name restored after suspension by correcting the contact information within 30 days after suspension of the Domain Name.

3.5 For the purpose of DK Hostmaster's control of a Registrant's contact information, the Registrant must submit on request documentation in Danish or English of the Registrant's identity.

3.6 If the Registrant has not submitted documentation in accordance with sub-clause 3.5 not later than 30 days after DK Hostmaster's request, DK Hostmaster may delete the Domain Name.

3.7 Notifications from DK Hostmaster to a Registrant will be sent electronically via the contact information stated by the Registrant. DK Hostmaster is entitled to enforce a decision to suspend or delete a Domain Name; this also applies if the Registrant has not received the notification or if for some other reason the notification has not been brought to the Registrant's attention.

4. Payment for a Domain Name

4.1   A Registrant pays a fee for the first registration period of a Domain Name (hereinafter "Domain Fee") to the Registrar who is thereafter responsible for payment to DK Hostmaster. For subsequent registration periods, the Registrant can pay the Domain fee direct to DK Hostmaster.

All fees are stated on the website of DK Hostmaster. All payments to DK Hostmaster must be made in the manner specified by DK Hostmaster.

4.2   A Registrant can agree with another legal or natural person (e.g. the Registrar) that the person in question should be appointed billing contact for the Registrant's Domain Name. That means that DK Hostmaster issues invoices concerning the Registrant's Domain Name to the billing contact appointed and that DK Hostmaster sends notifications concerning payments to the billing contact.

In relation to DK Hostmaster, the Registrant is responsible for ensuring that the contact information of the billing contact is accurate and that payment is made.

4.3   The registration period is renewed by payment of a Domain fee for a new period. When this payment is made, the Agreement with DK Hostmaster on the right of use to the Domain Name is renewed at the same time.

DK Hostmaster must be notified of a change of the duration of the registration period going forward not later than one month prior to the expiry of the current registration period.

4.4   If a registration period is not renewed by payment of a new Domain fee, DK Hostmaster will suspend the Domain Name.

4.5   Against payment of a fee, the Registrant is entitled to have a Domain Name restored when the Domain Name has been suspended owing to non-payment of a Domain fee.

If the Registrant has not paid a new Domain fee and a fee for restoring the Domain Name at the latest three months after the date of suspension (see sub-clause 4.4), DK Hostmaster will delete the Domain Name.

4.6   DK Hostmaster may unilaterally introduce or change fees if it is necessary in order to cover costs for supplying and operating services connected to the administration of Domain Names. An introduction of or change in fees may be caused by matters related to maintaining and updating user interfaces, IT systems and administrative operations; product development; changes in legislation or standards; inflation and regulations of price index; expenses to suppliers or other external parties, and measures to meet legal actions. A further elaboration of this is available on the website of DK Hostmaster.

5. Requirement of connection to name servers

5.1   A Registrant must ensure that at least two authoritative name servers registered with DK Hostmaster are connected to the Domain Name. Otherwise, DK Hostmaster is entitled to delete the Domain Name.

5.2 The legal or natural person who is in control of the name servers to which a Domain Name is connected is referred to as a name server manager.

A name server manager can attend to measures for increased security for the Domain Name on behalf of the Registrant in the manner specified by DK Hostmaster.

In so far as it is permitted by technical trade standards, Registrants can choose to attend to the above-mentioned security safeguards themselves and Registrants can opt out of the security safeguards. This must be done in the manner specified by DK Hostmaster.

5.3 Registrants are entitled to change the name servers at their Domain Name.

Others besides the Registrant can request DK Hostmaster to change a Domain Name's name servers. The change cannot be completed until the request has been approved in the manner specified by DK Hostmaster.

A change of name servers presupposes that the Domain Name has not been suspended by DK Hostmaster and that the name servers to which the Domain Name is requested to be changed are registered with DK Hostmaster and respond authoritatively for the Domain Name.

6. Transfer and deletion of a Domain Name by the Registrant

6.1 A Registrant is entitled to transfer a Domain Name to a different natural or legal person in the manner specified by DK Hostmaster.

A transfer can be effected only when all balances owed to DK Hostmaster have been paid.

6.2 In the case of a transfer, the new Registrant is substituted for the former Registrant for the prepaid registration period of the former Registrant.

In the case of a transfer, DK Hostmaster checks the contact information of the new Registrant; see sub-clauses 3.2 – 3.6. Before the transfer can be effected, the new Registrant must conclude an Agreement with DK Hostmaster on the right of use to the Domain Name, and in this connection these Terms and Conditions must be accepted.

6.3 A Registrant is entitled to delete a Domain Name at any time in the manner specified by DK Hostmaster.

If a Registrant deletes a Domain Name within a registration period, DK Hostmaster will make an electronic payment of any excess amount to the Registrant. An amount is paid that corresponds to the Domain fee for the remaining part of the prepaid registration period. A notice fee will be deducted which cannot exceed the amount due to the Registrant.

6.4 A Registrant cannot transfer or delete a Domain Name in the following instances:

- When the Danish Complaints Board for Domain Names has begun hearing a complaint concerning the Domain Name in question. The Registrant will not be able to transfer or delete the Domain Name until the case has been dismissed, the

dispute has been settled out of court or the Complaints Board for Domain Names has made a decision in the case.

- When DK Hostmaster has received documentation that legal proceedings have been instituted before a court concerning the Domain Name. The Registrant will be able to transfer or delete the Domain Name only when the court has heard and determined the case or the dispute has been settled out of court and DK Hostmaster has received documentation for this or when five years have passed since DK Hostmaster received documentation for the institution of proceedings, unless DK Hostmaster has received documentation prior to this that the case is still pending.

7. Release of data

7.1   A Registrant is entitled to gain access to data of which DK Hostmaster is in possession on a Domain Name of which the person in question is or has been a Registrant. However, a Registrant can only gain access in relation to the period during which the person in question was a Registrant of the Domain Name. The Registrar is only entitled to data in pursuance of sub-clause 7.2.

7.2   On request, DK Hostmaster may release data on a Registrant or on a registered Domain Name to natural and legal persons who have documented their right to such release in pursuance of Danish legislation.

8. Use of a proxy

8.1   A Registrant may agree with another legal or natural person (e.g. the Registrar) that the person in question be appointed proxy. It is a condition that the person in question accepts the role of proxy, including that DK Hostmaster publishes the name, address and telephone number of the proxy.

The proxy can act on behalf of the Registrant, including changing the Registrant's Domain name's name servers and changing the billing contact. Notifications from DK Hostmaster concerning the acts which the proxy has the right to perform on behalf of the Registrant are sent only to the proxy.

8.2   The proxy does not have the right to delete or transfer the Registrant's Domain Name or perform acts that can otherwise give the proxy access to delete or transfer the Registrant's Domain Name, including access to change the Registrant's address or email address.

9. Unlawful use of a Domain Name

9.1   DK Hostmaster may suspend a Domain Name if:

- There is an obvious risk that the spelling or typing errors of internet users when they type an URL in an address bar are used to create confusion with a different almost identical Domain Name and thereby generate traffic on their own website,

- The Registrant of the Domain Name that is exploited in the case of confusion submits a notification,

- The Domain Name that is exploited in the case of confusion and the notified Domain Name are active in relation to the public, for example for the operation of a website,

- The notified Domain Name is registered at a later time than the notifier had his/her Domain name registered,

- The Registrant of the notified Domain Name does not have relevant trademark rights or rights to names or other distinctive marks or any other technical reason to make use of the Domain Name, and

- The Registrant of the notified Domain Name and/or a legal or natural person who is closely related to the Registrant has registered at least two other Domain Names with a corresponding obvious risk of confusion as mentioned above.

DK Hostmaster will not make a decision on suspension of the notified Domain Name until the Registrant of the Domain Name has had an opportunity to make a statement in the case.

The Registrant of the notified Domain Name gets a deadline of 72 hours to make a statement. The deadline is calculated from the time when DK Hostmaster sends the notification to the Registrant with a request for the Registrant to make a statement.

Suspension of the Domain Name is maintained for four weeks or if the decision on suspension is brought before the Complaints Board for Domain Names until the decision of the Board in the case.

After the expiry of the suspension period, DK Hostmaster deletes the notified Domain Name unless the notifier has prior to this requested DK Hostmaster to have the Domain Name transferred.

If the same Registrant has in at least two cases had a Domain Name suspended in accordance with this clause, an Agreement on the right of use to a Domain Name will be concluded with DK Hostmaster only when the Registrant enters a code sent by DK Hostmaster in a physical letter.

9.2   DK Hostmaster may suspend a Domain Name if:

- The Domain Name is used in connection with an obvious risk of economic crime, compromising of IT equipment, for example phishing and malware distribution, and/or content of a highly offensive nature, and
- The use of the Domain Name creates a risk of confusion with the Domain Name, name, logo, trademark or other distinctive marks of another natural or legal person,

- The circumstances call for not awaiting a decision from the Complaints Board for Domain Names or the courts.

Suspension of the Domain Name is maintained for four weeks or if the decision on suspension is brought before the Complaints Board for Domain Names until the decision of the Board in the case.

After the expiry of the suspension period, DK Hostmaster deletes the Domain Name unless the Registrant has documented to DK Hostmaster that the circumstance that motivated the suspension no longer exists.

9.3 DK Hostmaster may suspend a Domain Name if:

- The Domain Name is used in connection with manifestly illegal acts or omissions that infringe substantial considerations of security or public interest, and

- The circumstances call for not awaiting a decision from the Complaints Board for Domain Names or the courts.

Suspension of the Domain Name is maintained for four weeks or, if the decision on suspension is brought before the Complaints Board for Domain Names, until the decision of the Board in the case.

After the expiry of the suspension period, DK Hostmaster deletes the Domain Name.

9.4 If the manifestly illegal act or omission is directly related to a specific Domain Name, DK Hostmaster may block the Domain Name and thereby prevent any new registration of the Domain Name.

9.5 Blocking of a Domain Name means that the Domain Name is transferred to the party who has blocked the Domain Name in accordance with these Terms and Conditions. Name servers are not connected to the Domain Name which is thereby blocked from use. A Domain fee is not payable for a blocked Domain Name.

10. Enforcement of decisions

10.1 DK Hostmaster transfers, suspends, deletes or blocks a Domain Name if there is a decision on this from a court or an arbitration tribunal, if the Complaints Board for Domain Names has made an order in this respect or if a competent authority has issued a valid injunction in this respect.

Enforcement of a decision is effected in the manner specified by DK Hostmaster.

10.2 A Domain Name that is subject to a court order on seizure is transferred to the police.

On request, the police can have the seized Domain Name blocked for up to two years with the police stated as the Registrant.
The police can extend the blocking period for one year at a time by submitting documentation to DK Hostmaster that the case is still pending.

A natural or legal person who wishes to register a Domain Name that has been seized and subsequently blocked on the request of the police can ask the police to have the Domain Name transferred.

11. Complaint and case administration requirements

11.1 DK Hostmaster makes decisions in accordance with these Terms and Conditions as soon as possible.

In the case of notification of a decision that is binding on a Registrant, DK Hostmaster provides guidance on the right to complain to the Complaints Board for Domain Names. Guidance on the lodging of a complaint is always available on the website of the Complaints Board.

12. Changes to Terms and Conditions

12.1 DK Hostmaster can unilaterally change these Terms and Conditions and thus a Registrant is covered by the Terms and Conditions in force from time to time. DK Hostmaster publishes changed Terms and Conditions not later than one month before the change takes effect.

A Registrant of a Domain Name is informed individually of major changes to these Terms and Conditions not later than one month before the changes take effect.

12.2 These Terms and Conditions are available in Danish and English. In the event of discrepancies between the two versions, the Danish version shall prevail.

13. Limitation of liability

13.1 DK Hostmaster cannot be held liable for a Registrant's infringement of the rights of a third party.

The Registrant shall be obliged to indemnify DK Hostmaster in connection with any disputes on the right of use to a Domain Name.

DK Hostmaster cannot be held liable for the loss that a decision to make or omit making a suspension, blocking, deletion or transfer of a Domain Name may involve and DK Hostmaster cannot be held liable for a Registrant's indirect losses.

13.2 DK Hostmaster's liability for damages is in any event limited to no more than DKK 100,000 for each suspension, blocking, deletion or transfer of a Domain Name.

13.3 The limitations of liability shall not apply if DK Hostmaster has acted deliberately or with gross negligence.

14. Governing law and venue

14.1 A dispute between DK Hostmaster and a Registrant must be settled in accordance with Danish law. The venue is the Copenhagen City Court.