

dotAmsterdam B.V.

Terms & Conditions

**for the registration and maintenance
of .amsterdam domain names**

Version Control

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Version 1.1 Provisions for Complaints and Dispute Resolution added

Table of Contents

TERMS & CONDITIONS

TABLE OF CONTENTS

DEFINITIONS

INTRODUCTION; SCOPE OF APPLICATION

ARTICLE 1. DOMAIN NAME SYNTAX REQUIREMENTS; REPRESENTATIONS AND WARRANTIES

ARTICLE 2. DOMAIN NAME ALLOCATION

ARTICLE 3. DISPUTE RESOLUTION

ARTICLE 4. TERM

ARTICLE 5. GENERAL PROVISIONS

ARTICLE 6. PRIVACY POLICY

Definitions

All capitalized terms used throughout these Terms & Conditions, including any Annex thereto, have the following meanings:

Acceptable Use Policy	means Annex 2 to these Terms & Conditions;
Accredited Registrar	means an entity that has (i) obtained an accreditation from ICANN under the 2013 Registrar Accreditation Agreement, and (ii) entered into a contract with the Registry for the provision of Domain Name Registration Services for the .amsterdam TLD to Applicants, Registrants, and/or their respective agents;
Applicant	means a person or entity submitting a Domain Name Registration Request to the Registry;
Blocked Names	means a name that will be made unavailable for registration following a decision taken by the Registry in accordance with the process described in Annex 4 hereto;
Complaints regulations	Regulations as described in annex 6 to these terms and conditions
Dispute Resolution Regulations	Regulations as described in annex 7 to these terms and conditions
Domain Name	means a name at the second level within the .amsterdam TLD;
Domain Name Registration	means a Domain Name about which the Registry maintains data in the Shared Registry System of the .amsterdam TLD;
Domain Name Registration Request	means a complete and technically correct instruction given by an Accredited Registrar on behalf of a candidate Registrant to perform a Domain Name Registration;
Domain Name Registration Services	means the services referred to in Registry's "Registry - Registrar Agreement";
IDN	Internationalized Domain Name: Domain name that contains at least one character that is not in the standard ASCII character set
Launch Policies	means any specific program or process developed by Registry for the release or pre-release of certain Domain Names, as included in one or more specific policy documents contained in Annex 5 hereto;
Registration Fee	means the fee charged by the Registry to the Accredited Registrar for the registration of a Domain Name;
Registrant	means the person or entity in whose name a Domain Name is

	registered;
Registry Agreement	means the agreement entered into by and between Registry and ICANN in relation to the management of the .amsterdam TLD;
Registry	means dotAmsterdam BV, with registered office at Leeuwarden;
Registry Web Site	means the various pages and websites available under or related to the .amsterdam TLD, available at http://registreer.amsterdam ;
Reserved Name	means a Domain Name that is mentioned on the list referred to in Annex 2 hereto, which will only be available for registration following release by the Registry to a particular Applicant or Registrant in accordance with the process described in Annex 4 hereto;
Shared Registry System	means the system operated on behalf of the Registry that allows Accredited Registrars to apply for, register, renew and maintain Domain Names;
TLD	means Top Level Domain;
UDRP	means the Uniform Dispute Resolution Policy, as adopted by ICANN and as described in http://www.icann.org/dndr/udrp/policy.htm ;
URS	means the Uniform Rapid Suspension system, referred to in Specification 7 of the Registry Agreement;

Introduction; Scope of Application; Hierarchy

These Terms & Conditions together with the Annexes hereto describe, among other items, all the technical and administrative measures that the Registry shall use to ensure proper, fair and technically sound administration of the .amsterdam launch, setting out the basic rules and procedures applicable to:

- Applicants;
- Registrants;
- Accredited Registrars; and
- Registry;
- any person or entity interested in registering a Domain Name.

Article 1. Domain Name Syntax Requirements; Representations and Warranties

- 1.1. Every Domain Name must meet the following technical and syntax requirements:
 - standard (ASCII) Domain Names must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and the hyphen ("-");
 - the Domain Name cannot begin or end with a hyphen ("-");
 - the Domain Name cannot have two consecutive hyphens ("--") in the 3rd and 4th positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n");
 - The name must contain at least 2 characters (U-label) and must not exceed 63 characters (A-label or U-label) (excluding the TLD).
- 1.2. The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.
- 1.3. By submitting a Domain Name Registration Request, Registrant represents and warrants that:
 - to its knowledge, the registration of the Domain Name mentioned in the Domain Name Registration Request will not infringe upon or otherwise violate the rights of any third party;
 - it is not submitting the Domain Name Registration Request and, upon registration, will not use the Domain Name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices; and
 - it will participate in good faith in any proceedings initiated by a third party under the UDRP, the URS, the Complaints Regulations, the Dispute Resolutions or any other proceedings or policy in relation to a Domain Name of which it is the Registrant; and
 - it will not knowingly use the domain name in violation of any applicable laws or regulations, including third party interests; and

- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times, both with its Registrar and the Registry, and will immediately comply with any requests to such effect issued by or on behalf of the Registry;
 - it will comply with the Acceptable Use Policy at all times throughout the term of the Domain Name Registration.
- 1.4. The Registry shall be entitled, but by no means obliged, to suspend or revoke any Domain Name in case of non-compliance or violation of these Terms & Conditions, and in particular the representations and warranties set out in Article 1.3 above, and the Applicant / Registrant acknowledges and accepts that it shall not hold Registry liable for any such suspension or revocation.

Article 2. Domain Name Allocation

- 2.1. With the exception of Domain Names that have been allocated or reserved in the context of the Launch Policies, any party shall be entitled to request a Domain Name Registration with the Registry for any Domain Name that is (i) available and (ii) meets the technical requirements imposed by the Registry.
- 2.2. Domain Names that are identical to the names contained on the list of Reserved Names or Blocked Names will be unavailable until further notice.
- 2.3. The Registry shall effectuate such Domain Name Registration on a first-come, first-served basis, subject to the terms and conditions laid down herein. This entails that, in principle, the first complete and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Shared Registry System will result in a Domain Name Registration.

Article 3. Dispute Resolution

- 3.1. Every Registrant acknowledges and accepts:
- that, save for proceedings initiated before any competent court, any proceedings concerning a Domain Name must be conducted before an Domain Name Dispute Resolution Services Provider appointed by ICANN in accordance with the Uniform Dispute Resolution Policy, the Rules for Uniform Domain Name Dispute Resolution Policy (as stated in <http://www.icann.org/dndr/udrp/uniform-rules.htm>) and any relevant supplemental or additional (e.g., URS) rules; and
 - to participate in good faith in any Domain Name dispute initiated by a third party complainant, whether before the courts, Complaints Board or Panelist, under the UDRP or URS against Registrant in compliance therewith and with the respective applicable Rules.
- 3.2. Unless agreed upon otherwise by the parties to a Domain Name Dispute or otherwise stated in the agreement between the Registrant and its Registrar, the language of the proceedings shall be the language of that agreement.

- 3.3. The Registry shall not be a party in any proceedings, whether before the courts, Complaints Board or Panelist, under the UDRP, the URS or any other proceeding in relation to a Domain Name, and the Applicant, *c.q.* Registrant of a Domain Name shall defend and hold harmless Registry in the event Registry is involved in any legal proceedings.

Article 4. Term

- 4.1. When registering the Domain Name, the Applicant / Registrant must select the number of years for which the Domain Name is registered (the "Term"). The Term shall commence on the date of registration of the Domain Name, and shall expire on the same day of the month within which the Domain Name was registered.
- 4.2. The Registry is under no obligation to inform any party, including in particular the Registrant in advance when the Term is about to expire or has expired.

Article 5. General Provisions

- 5.1. The Registry shall be entitled at all times to cancel a Domain Name Registration or delete a Domain Name if the Registrant is considered to be in breach of any provision of these Terms & Conditions. In case of a breach, the Registry can send a reminder by e-mail to both the Accredited Registrar and the Registrant informing them that the registration will be terminated if the breach is not remedied within 14 days.
- 5.2. The Registry may amend the provisions of these Terms from time to time, which amendments will take effect at the time they are published on the Registry Web Site, without prior notice to Accredited Registrars, Registrants and/or Applicants, unless provided for otherwise in the Registry Agreement. The Registry may furthermore issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of these Terms, unless provided for otherwise in the Registry Agreement.
- 5.3. If any part of these Terms shall be found invalid or unenforceable for any reason, the remainder of these Terms shall be valid and enforceable as if such provision was not included therein.
- 5.4. There shall be substituted for any such provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of these Terms, in so far and to the extent allowed by the terms of the Registry Agreement.
- 5.5. To the extent allowed under governing law, the Registry shall only be liable in cases where its willful misconduct or gross negligence is finally determined by the arbitral tribunal or courts referred to below. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of a Domain Name Registration Request, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Web Site, even if they have been advised

of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register, not to register or cancel the registration of a Domain Name on the basis of the findings of or information provided by a third party, or upon receipt of a written instruction given by the authorities, as well as the consequences of those decisions.

- 5.6. To the extent allowed under applicable law and unless provided otherwise herein, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Domain Name Registration Request concerned (excluding additional fees paid by the Registrant to an Accredited Registrar or reseller, auction fees and/or reconsideration fees). Registrant agrees that no greater or other damages may be claimed from the Registry.
- 5.7. In addition to Article 3.3 hereof, any Applicant and/or Registrant shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Domain Name Registration Request or the Domain Name registered by the Registrant infringes the rights of a third party, or is deemed contrary to morality, public order or unlawful under applicable laws.
- 5.8. For the purposes of this Article, the term "Registry" shall also refer to its shareholders, directors, employees, members, subcontractors, agents, and their respective directors, agents and employees.
- 5.9. The Registry, its directors, employees, contractors and agents are not a party to the agreement between an Accredited Registrar and its Applicants, its Registrants or any party acting in the name and/or on behalf of such Applicants or Registrants.
- 5.10. The Registry shall only be obliged to accept a Domain Name Registration Request or to renew a Domain Name Registration once it has been unconditionally paid in full for such service by the Accredited Registrar appointed by the Applicant or Registrant.

Payment of any fees due, for which the Registrant is solely liable, must be made with the Registry via an Accredited Registrar. The Registry is not responsible for any failure on the part of the Accredited Registrar in this respect, including where such failure results in non-registration or cancellation of the Domain Name concerned.

- 5.11. All notices (to be) given by the Registry hereunder shall be given in writing at the most recent email address of the Registrant provided to the Registry in connection with the Domain Name concerned. All notices to be given to the Registry shall be deemed to have been properly given (i) in paper form, when delivered in person or via courier service with confirmation of receipt and (ii) by electronic mail, upon confirmation of receipt by the Registry's email server.
- 5.12. Unless expressly provided for otherwise herein, neither Party may assign any right or obligation hereunder without the written consent of the other Party. These Terms & Conditions shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

- 5.13. If any provision of these Terms & Conditions is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from these Terms & Conditions, while the remainder of them will continue in full force and effect.
- 5.14. No waiver of any right under these Terms & Conditions shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under these Terms & Conditions. All rights, remedies, undertakings, obligations and agreements contained in these Terms & Conditions shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.
- 5.15. Any party to whom these Terms & Conditions apply agrees that it will not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing the other party to be in violation thereof.
- 5.16. These Terms & Conditions, as amended from time to time or supplemented by other documents, will be governed by the laws of the Netherlands.

Unless referred to otherwise in these Terms or policy documents incorporated by reference hereto, any dispute, controversy or claim in relation to or arising under these Terms & Conditions shall, upon the filing of a complaint, be referred to and determined by arbitration in accordance with the arbitration rules of the International Chamber of Commerce (ICC). The arbitral tribunal shall consist of three arbiters. The place of arbitration shall be Amsterdam, the Netherlands and the arbitration language shall be English. Any such arbitration award shall be final and binding and may, if necessary, be enforced by a court or authority having jurisdiction.

The foregoing is without any party's right to seek injunctive or other interim relief, which it is authorized to do in the Courts of Leeuwarden, the Netherlands.

Article 6. Privacy Policy

- 6.1. The Registrant authorizes Registry to process personal and other data required to operate the TLD. Registry shall only use this data within the framework of the management of the .amsterdam TLD and related services. Registry may only transfer these data to third parties if ordered to do so by the public authorities (local or national, judicial or administrative), upon demand of the arbitral tribunal mentioned in Article 5.16, upon demand of a Domain Name Dispute Resolution Services Provider as mentioned in Article 3.1, upon demand of the Complaints Board as mentioned in Annex 6, upon demand of the Center as mentioned in Annex 7 or as provided in section 6.2 of this Article. The Registrant, through his Accredited Registrar, has the right to access his personal data and the right to modify or correct his personal data, when they are no longer up-to-date or incorrect.

- 6.2. The Registrant authorizes Registry to make the following personal data accessible on its web site (through the so-called WHOIS-search facility) – along with some other technical data - to guarantee the transparency of the domain name system towards the public:
- name, company name, address, e-mail address, telephone and fax number of Registrant, Administrative and Technical contacts;
 - date of registration and status of the Domain Name;
in accordance with the policies described in Annex 3 hereto.

Annexes

Annex 1:	List of Reserved Names
Annex 2:	Acceptable Use Policy
Annex 3:	WHOIS and Data Protection Policy
Annex 4:	Reserved Names activation procedure
Annex 5:	Launch Policy
Annex 6:	Complaints Regulations
Annex 7:	Dispute Resolution Regulations