Terms and Conditions of Classic Registration and Management of .lu Domain Names

Version 5.1 October 2015

(hereinafter referred to as "**Terms and Conditions**")

Fondation RESTENA
2, avenue de l'Université
L-4365 Esch-sur-Alzette
VAT No.: LU 18403067 Trade and Companies Register: G1
Tel.: +352 42 44 091 Fax: +352 42 24 73
Email: admin@restena.lu

("**DNS-LU**" shall hereinafter be referred to as "registrar", as appropriate, and "**RESTENA**" as "registry", as appropriate.)

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A. General provisions

1. Preamble

The purpose of this document is to regulate the use and registration of second-level domain names under the .lu top-level domain using the Classic procedure. These Terms and Conditions, together with the documents entitled Domain Name Charter and Fees for Registration of a Second-Level Domain Name in Luxembourg, published by the DNS-LU registry and modified from time to time, form an integral part of the contract between the applicant and DNS-LU.

By submitting a request for registration of a second-level domain name, the applicant accepts the general provisions laid down in these documents and any subsequent modification to these documents by DNS-LU.

2. Definitions

Other terms may be defined within the body of these Terms and Conditions.

Claimant: entity suggesting that it has a right to a domain or that its rights are being infringed by the domain name and is calling upon his rights on the use of a name recorded as domain name.

DNS (Domain Name System): the purpose of the domain name system (including servers and databases) is, amongst other things, to convert between Domain Names and IP addresses identifying equipment connected to the internet.

Dispute entry: request filed with DNS-LU to block a domain for any trade by a third party ("claimant") presenting a credible case that its rights are being infringed by the domain name.

Domain Name: a domain name comprises a series of characters (a to z, 0 to 9, specific range of international l characters and the hyphen) corresponding to the name of a company, trademark, association, individual or even an existing or made-up word, and a suffix known as TLD or Top Level Domain, the term used to describe the last part of a domain name (e.g. the ".lu" in "dns.lu").

Name space: all internet domain names ("domain name") to which the rule applies whereby each domain name must be unique in that it can only be used once.

Register: contains the primary data for the registry.

Entity: refers to a natural person or legal entity (company, association, organisation) or any other group that wants to register a domain name.

Applicant: an entity that has submitted a request for registration of a domain name.

Domain Name Charter: the charter the purpose of which is to define the main rules for registration and management relating to the domain name zones managed by the registry.

Registrar: any natural person or legal entity that has signed a contract with the RESTENA Foundation. The registrar is involved in the administrative procedure by registering and renewing domain names with the RESTENA Foundation on behalf of its customers, but for its own account.

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Registrant: contractual holder of the Domain Name. Only the information held in the database managed by the registry is authentic. After completion of the administrative formalities required and payment of the fees payable for registration of a Domain Name, the Registrant is entitled to exclusive use of this Domain Name for the established registration period, in accordance with usage restrictions pertaining thereto.

Administrative Contact: the natural person or legal entity, legitimately authorised to represent the Registrant with DNS-LU for registration and management of one or more Domain Names. All legal entities must appoint an identifiable natural person within their organisation to act officially on their behalf.

Billing Contact: a person appointed by the Registrant to whom the invoice will be addressed.

Technical Contact: the person appointed by the Registrant responsible for all technical aspects associated with the Domain Name.

Data: all the name-related and administrative information about or relating to the various contacts registered (Registrant, Administrative Contact and Billing Contact), including contact details, technical information, Domain Names and requested Operations.

3. The roles of RESTENA and DNS-LU covered by the Terms and Conditions

The RESTENA Foundation, hereinafter referred to as the registry, is responsible for the technical and administrative management of the .lu country code top-level domain name register. This authority is authorised to enter and amend information in accordance with information provided by the applicant/registrant or upon request from it.

The registry also acts as a Registrar under the name **DNS-LU**. The URL www.dns.lu gives access to the DNS-LU website which provides all applicants and registrants with the information and tools they need to register and manage .lu domain names.

The administrative contact will be responsible for the registration and management of one or more Domain Names for and on behalf of the Registrant who will have previously appointed this contact as its representative for this purpose. It is the responsibility of the administrative contact to ensure it obtains this mandate which should be formalised through the "Agreement for assigning power for registration and management of a .lu domain name" available at www.dns.lu. DNS-LU shall have no part in the mandate between the Registrant and the administrative contact and has no obligation or responsibility resulting from this mandate. It does, however, reserve the right to request presentation of this mandate.

If the Registrant terminates the contract with its Administrative Contact, it must appoint another Administrative Contact. The Registrant must notify DNS-LU of this change. It is up to the new Administrative Contact to make sure it obtains the mandate as referred to above. The Registrant undertakes to release DNS-LU and hold it harmless in the event of any claim by any former Administrative Contact relating to a change of Administrative Contact.

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Phone +352 42 44 091 Fax: +352 42 24 73 email: admin@restena.lu

These Terms and Conditions, available at www.dns.lu, regulate the registration and management of second-level domain names under the .lu top-level domain using the so-called "Classic" procedure.

These Terms and Conditions, the Domain Name Charter, the document Fees for Registration of a Second-Level Domain Name in Luxembourg, the Agreement for assigning power for registration and management of a .lu domain name, and the List of non-ASCII characters of domain names under .lu, documents that can all be found at www.dns.lu, together with any instructions sent through any formal communication method by DNS-LU, form an integral part of the contract between the Administrative Contact and DNS-LU (the "**Contractual Documents**").

With regard to Domain Names registered and managed by virtue of previous terms and conditions with DNS-LU, changing management of these Domain Names to the Classic procedure means that these Terms and Conditions are immediately applicable to the exclusion of any others that applied to these Domain Names previously. Under no circumstances may application of these Terms and Conditions be interpreted as a new registration. In particular, such a change has no consequences for the status of the existing registration, the duration of this registration and any payments made previously to DNS-LU.

4. Registrant responsibilities

The entity guarantees to DNS-LU that the information it provides to DNS-LU is accurate and that any subsequent amendment to this information will be correct.

DNS-LU assumes no responsibility for the use of a domain name on the .lu domain name register and more specifically for any conflict with trademarks, registered or otherwise, or with any other right to the use of a name. DNS-LU is in no way responsible for checking the right to use a domain name.

In the event of a dispute, all damages, interest and/or procedural costs following unfair or illegal use of the domain name are to be borne by the registrant who shall hold DNS-LU harmless.

5. DNS-LU responsibilities

DNS-LU shall provide the Registrant, represented by the Administrative Contact, with a service that it uses with full knowledge of the facts and under its own and sole responsibility in accordance with the Contractual Documents.

Except in the event of gross negligence or intentional wrong on its part, DNS-LU may, under no circumstances, be held liable for direct or indirect damages of any kind, resulting in particular but not exclusively from the unavailability of the www.dns.lu website and from any consequences pertaining thereto (unavailability, viruses, loss of data, etc.).

In the event of a problem making the www.dns.lu website unavailable, the Administrative Contact shall take no action against RESTENA.

Neither the Administrative Contact nor the Registrant may claim any entitlement to compensation for damages suffered as a result, in particular, of the registration, failure to register or use of a Domain Name (such as deprivation or alteration of the use of its Domain Names, interruption or alteration of the Registrant's business, etc.).

In particular, the Administrative Contact and the Registrant shall have no entitlement to compensation due to:

- registration or renewal (or the failure to register or renew) for a Registrant or for a third party due to an error as regards their identity;
- the loss of DNS-LU's authority to register .lu Domain Names;
- technical faults or problems;
- action or negligence by the Administrative Contact relating to the request for an Operation, the effects of which may include the failure to register or the cancellation of the Domain Name; and
- more generally, any event not directly attributable to DNS-LU or beyond its control.

DNS-LU shall in no way be held responsible for the use of a Domain Name and the consequences thereof and more specifically for any conflict arising with trademarks, registered or otherwise, or with any other intellectual property right or other third party right. With this in mind, DNS-LU shall perform no checks as to the Administrative Contact's right to register and use the Domain Name for and on behalf of the Registrant.

The Administrative Contact accepts, for and on behalf of the Registrant, that DNS-LU reserves the right, but is not obliged,:

- to suspend the use of the Domain Name in the event of a dispute and/or to revoke this Domain Name, particularly in light of a legal ruling.
- to place a Dispute entry on a domain name (as defined in Article C.3) if a third party presents a credible case suggesting that it has a right to the domain or that its rights are being infringed by the domain name.

In the event of a legal ruling or resolution of a conflict calling for the Domain Name to be traded (as defined in Article B.13), it shall be the responsibility of the new Registrant to initiate this Trade.

DNS-LU shall not be held responsible in the event of a domain name revocation or Trade with a new Registrant resulting from a legal ruling or resolution of a conflict.

DNS-LU shall, under no circumstances, be held responsible for relationships of any kind between the Registrant, the Billing Contact, the Technical Contact and the Administrative Contact. The Administrative Contact therefore guarantees DNS-LU against any action by the Registrant or by any other person who has suffered damages associated with an Operation requested by the Administrative Contact.

In any case, in the subsidiary, DNS-LU's responsibility to the Registrant, where it is liable, is limited to 100% of the fees payable for the year in which the incident took place.

6. Guarantees

The Administrative Contact accepts, for and on behalf of the Registrant, that all damages and/or procedural costs, as well as any expenses related to a claim (including solicitor's fees and costs) that may arise from the unfair or illegal use of a Domain Name are to be borne by the Registrant, who shall hold DNS-LU harmless in this regard.

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B. Operations relating to Domain Names

1. General information

For each Operation requested by the Administrative Contact, DNS-LU reserves the right to ask for any documentary evidence it deems useful, without prejudice to DNS-LU's discretionary authority to assess the validity of the documents provided.

2. Processing of Operations

Messages received by fax or by post are processed during working hours on working days in the order they are received. DNS-LU shall assume no responsibility for any errors that may occur during such processing.

Requests for modification or revocation shall be processed in the same way as described above. Exceptions to chronological processing may be made under certain conditions and upon express request from registrants.

The Administrative Contact assumes full responsibility for the Operations requested. He therefore acknowledges having received from DNS-LU all the information he needs to make an informed decision with full knowledge of the facts. Failing that, if he believes he has not received sufficient information, he is strongly recommended to contact DNS-LU (contact details available at www.dns.lu).

Generally speaking, the Administrative Contact is personally liable with regard to DNS-LU for all Operations he has requested for and on behalf of the Registrant and for performance thereof in accordance with the instructions and Data provided to DNS-LU. He must therefore check the accuracy of the Data on the register in which he is involved.

3. Fees and invoicing

The reservation and the registration of the name are subject to payment of the fees corresponding to the cost of registration and use of a domain name. The document Fees for Registration and Use of a Domain Name, which forms an integral part of these Terms and Conditions, should be referred to.

Invoices are sent to the person indicated as the Billing Contact on the registration form, or to the Administrative Contact if the first is missing.

If the Registrant has a representative (Billing Contact) for the payment of fees, DNS-LU shall first request payment from this representative. If no payment is received from the representative for whatever reason, DNS-LU shall be entitled to recover the fees from the Registrant.

The Registrant acknowledges that DNS-LU shall have the right to cancel the domain name, without first notifying the applicant, if the representative appointed for this purpose on the registration form does not pay the fees in accordance with the terms laid down under point 7.

Prices may be modified at any time by DNS-LU who shall notify the public and the Administrative Contacts by way of a special publication on the www.dns.lu website or using any other communication method that DNS-LU deems appropriate.

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DNS-LU reserves the right to refuse a valid request for registration of a Domain Name from a Registrant with whom it has a payment dispute in progress.

DNS-LU reserves the right to request, for certain additional services, a payment, the amount and collection frequency of which it shall set in due time. These are charges not necessarily associated with the Operations themselves but that may be due for a request for documentary evidence, records, proof of operations, etc. Prior notice shall be published on the DNS-LU website.

4. Domain Name Servers

Active use of a domain name requires a primary DNS server and a secondary DNS (Domain Name System) server, which must be operational. These two servers must have a permanent IP connection to the internet (for queries and zone transfer) to enable the registry to check the status of operations and the accuracy of databases at any time. They must use IETF-compliant software, the current IETF standards being RFC1035 and RFC2181. The servers should be physically separate and be located on different networks (see Best Current Practice RFC2182).

The servers must be permanently connected to each other and satisfy the conditions imposed by the registry before submission of a new registration form. If they are incorrectly connected at the time of registration, registration cannot be completed.

DNS-LU reserves the right to make the domain name active, in which case the domain name is reserved for its holder but active use is no longer possible, in the event that, following registration of the name or change of Domain Name Servers, several attempts to check the compliance of the registrant's servers (as defined under B.4.) prove unsuccessful. In case of IDN, a name server must not be made up of the IDN himself, but only of the ACE-String.

5. Notifications

DNS-LU mostly communicates directly with the Administrative Contact by email. Therefore, the Administrative Contact shall ensure that he regularly updates his contact details, in particular his email address.

The Administrative Contact undertakes to regularly check the emails sent to him by DNS-LU at the email address provided by him. Any communication or notification sent to this email address is considered to have been addressed to the Administrative Contact in person and to have been received by the Administrative Contact himself.

The Administrative Contact must also make sure that his inbox is available. DNS-LU may, under no circumstances, be held responsible for information sent by DNS-LU but not received or received incorrectly by the Administrative Contact, or vice versa, due, for example, to the Administrative Contact's inbox being full.

In the event of any doubt, the log files of DNS-LU's mail servers shall be taken as proof.

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6. Commencement of registration and renewal of the Domain Name

Registration of a second-level domain name normally commences within 2 days of receipt by DNS-LU of a legitimate and valid registration request for a new second-level domain name.

The registration period for any Domain Name shall commence on the date the Domain Name is registered by DNS-LU and shall terminate the following year on the same day of the month in which the Domain Name was registered ("**Anniversary**").

The registration date is shown on the confirmation email sent to the Administrative Contact.

Unless otherwise stated in these Terms and Conditions, the registration period shall be renewable each year on the Anniversary of the registration, the Trade, the Management Transfer or the restoration of the Domain Name, following payment of the current price at the time of renewal, specified in the "Fees for Registration of a Second-Level Domain Name in Luxembourg".

Domain Name renewal shall only take effect once payment of the current price has been made. Should DNS-LU not receive the fees payable, it shall revoke the Domain Name in accordance with Article 9 of these Terms and Conditions.

7. On-hold period, activity freeze

If the registrant has not paid the fees payable within 30 days of the invoice being sent, DNS-LU shall issue a first reminder. If, after this second 30-day period, the invoice has still not been settled by the entity, it shall be sent a second reminder and DNS-LU shall make the domain name inactive.

The domain name is then put on hold for 30 days. During this period, all activity relating to this domain name is suspended and the domain name may not be used by anyone.

DNS-LU has the right to cancel this domain name if no payment is made before the end of this final 30-day period (90 days after the invoice was sent).

Once cancelled, this domain name becomes available for a new registration request.

8. Relinquishment of the Domain Name

The Registrant may, at any time, relinquish a Domain Name that it has registered and terminate the contract pertaining thereto in accordance with Article 9. To do this, the Registrant should submit a cancellation request.

The terms and consequences of cancellation are laid down in Article 9 of these Terms and Conditions.

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9. Domain Name Revocation and quarantine period

DNS-LU may, at any time, revoke a Domain Name, without any refund or compensation being payable to the Billing Contact or the Registrant if:

(i) the Domain Name has not been renewed pursuant to Article 7 of these Terms and Conditions;
(ii) the Registrant fails to comply with the Contractual Documents, in which case DNS-LU notifies the Administrative Contact by email of the revocation of the Domain Name if the situation is not resolved within 15 days of the said notification being sent;
(iii) use of the Domain Name proves to be unfair or illegal for whatever reason. The domain name may be revoked particularly further to a legal ruling, in accordance with the provisions of the article C.2 in the Terms and Conditions;
(iv) the Administrative Contact has provided false information to DNS-LU or has not updated the Data within 30 days of modification thereof;
(v) the Domain Name Holder has ceased to exist and the party potentially taking up the Domain Name has not followed the Change of Domain Name Holder procedure laid down in Article 13 of these Terms and Conditions;
(vi) the Registrant relinquishes the Domain Name;
(vii) the modifications made to the Terms and Conditions are rejected by the Administrative Contact.

There shall be no refund of registration or renewal fees paid for the period of registration still to run during which the Domain Name is revoked, pursuant to this article, even if the revocation takes place before the Anniversary.

Following revocation of a Domain Name, it will be placed in quarantine for a period of 30 days from the revocation date.

During this quarantine period, all activity and requests for Operations relating to this Domain Name are suspended, no changes may be made and the Domain Name may not be used. During this period, only restoration of the Domain Name shall be possible in accordance with the provisions of Article 9, where appropriate with the appointment of a new Registrar.

Notwithstanding the foregoing, the revocation shall come into effect and shall become definitive immediately without the Domain Name first being quarantined for 30 days if revocation is due to any of the situations listed in sections (ii), (iii) or (iv) of this Article.

The quarantine may be terminated before its regular end for a disputed domain name in case a trade request is filed by the claimant subsequent to the resolution of the underlying conflict.

10. Restoration

During the quarantine period, the Registrant may restore the Domain Name by payment of the restoration fees in addition to the registration fees, as defined in the document entitled "Fees for Registration of a Second-Level Domain Name in Luxembourg".
If, by the end of the quarantine period, the Domain Name in question has not been restored, it shall be declared available for registration. Subsequent registration period is limited to one year.

11. Refusal of instructions

DNS-LU may refuse any request for Operations relating to a Domain Name in accordance with the provisions below. In principle, DNS-LU does not conduct any checks as to the admissibility of a Domain Name for registration.

a. Domain Names excluded from registration by the Domain Name Charter.

b. Domain Names excluded from registration by DNS-LU if no email address for the Administrative Contact is given..

c. Operation requests will also be refused if:

(i) the Data entered is incomplete or clearly incorrect;
(ii) the financial establishment involved does not authorise the payment of fees to DNS-LU;
(iii) fees are not paid;
(iv) the Administrative Contact does not have the authority to represent the Registrant;
(v) domain name is quarantined;
(vi) domain name bears a dispute entry.

The Administrative Contact is notified by email of any Operation request being refused.

The refusal by DNS-LU to carry out an Operation does not convey any rights on the Administrative Contact and the Registrant he represents. The latter may submit a new request for the same Domain Name.

12. Management transfer

a. Transfer of management from DNS-LU to another accredited Registrar

The Registrant may, at any time, request the transfer of administrative and technical management of a Domain Name from DNS-LU to another Registrar. Such a transfer leads to the termination of the contract between the Registrant and DNS-LU in accordance with Paragraph C.8.

There shall be no refund of registration or renewal fees paid for the subscription period still to run during which the Domain Name is transferred, pursuant to this article, even if the transfer takes place before the Anniversary.

b. Transfer of management from an accredited .lu Registrar to DNS-LU

The Registrant represented by the Administrative Contact submits its transfer request to DNS-LU as a new registration request in accordance with the provisions of these Terms and Conditions.

Before submitting the transfer request, the Administrative Contact must ensure that he has a valid email address to confirm the request for transfer of the Domain Name in question.

If the Administrative Contact does not respond within seven days, a reminder will be sent, giving him a further seven days for him to confirm, where appropriate, his approval of the transfer to DNS-LU by fax. In all cases, the transfer request must be confirmed within two weeks of its registration by the Administrative Contact.

If the transfer is not confirmed in accordance with the conditions and deadlines established, the transfer may not be completed. Confirmation is subject to acceptance of all the Contractual Documents with DNS-LU. The Registrant undertakes to pay the registration fees at the current price, set in the document entitled "Fees for Online Registration and Management of .lu Domain Names". If a Transfer Operation request is not completed, no invoice is raised by DNS-LU. DNS-LU does, however, reserve the right to limit the number of attempted Transfer Operation requests for a Registrant, severally for a given Domain Name.
If the transfer is successful, the Domain Name is registered through DNS-LU who is then the new Registrar.

c. Consequences of management transfer to DNS-LU

The transfer to DNS-LU:

- results in the commencement of a new registration period for the Domain Name;
- does not necessarily change the identity of the Domain Name Holder unless the transfer is combined with a Change of Registrant. In this case, the two operations (Management Transfer and Domain Name Trade) shall be simultaneous.

The service provided by DNS-LU involves assisting the applicant in completing the required steps. However, this may take some time (up to two weeks) as several parties are involved and performance is not solely dependent on DNS-LU. DNS-LU accepts no responsibility if the transfer should fail through no fault of its own (e.g. expiry date passed, refusal or absence of authorisation by the administrative contact, invalid email address).

13. Change of Registrant, Domain Name Trade

Domain Names may be traded by the Registrant ("**Original Registrant**") with a third party who will become the new Registrant ("**New Registrant**"). This Operation is referred to as "**Trade**". A domain that bears a domain name holder Dispute entry cannot be transferred to anyone else, except to the claimant himself in compliance with article C.3.

A Trade involves the simultaneous revocation of the Domain Name in question for the Original Registrant and its registration by the New Registrant. All Domain Name Trade requests must be confirmed by the Original Registrant, represented by its Administrative Contact. In case of a disputed domain name the trade will be validated manually by DNS-LU provided the resolution of the underlying conflict in favor of the claimant as future Domain name holder

The procedure and the consequences associated with a Domain Name Trade are the same as those for a Management Transfer, as described in Article 12.

DNS-LU considers that the Change of Registrant procedure need not be observed if the Original Registrant changes its company name or legal status. In that case, the Registrant should confirm in writing that the changes are the result of one of the two situations referred to above, without prejudice to the discretion of DNS-LU as regards the merits of such changes.

The Original Domain Name Holder may, under no circumstances, claim from DNS-LU reimbursement of fees it has already paid for the Domain Name in question, even if the Trade takes place before the Anniversary.

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Phone +352 42 44 091 Fax: +352 42 24 73 email: admin@restena.lu

C. Final provisions

1. Privacy and personal data protection

The Administrative Contact, where he is also the Registrant, and/or the Technical Contact, and/or the Billing Contact, authorises DNS-LU to process the Personal Data it has provided in accordance with the terms described below. The Administrative Contact, where he is not the same person as the Registrant, or the Technical Contact or the Billing Contact ("**Involved Parties**") declares that he has the authority to provide to DNS-LU Personal Data relating to these Involved Parties. In this respect, the Administrative Contact undertakes to comply with Luxembourg data protection law and shall, to this end, notify the Involved Parties that Data relating to them is being processed, the terms and the purposes of this processing and the rights they have. The Administrative Contact shall hold DNS-LU harmless of any damages resulting from misinformation of the Involved Parties and shall be solely responsible for the use made of it.

Personal Data relates essentially to names, places of residence, email addresses, fax and/or telephone numbers of the Administrative Contact, the Registrant and the Technical Contact.

DNS-LU will use Personal Data for the following purposes only:
- for fulfilment of these Terms and Conditions and to ensure the smooth operation of the .lu Domain Name System;
- to provide details of the Involved Parties through the relevant "WHOIS" service, which are available to the public, in particular through the www.dns.lu website, to ensure the transparency of the Domain Name System;
- to send information to the Administrative Contact and the Involved Parties relating to DNS-LU and registry products and services;
- to send session cookies which will, in particular, be used for identification purposes during browsing on the DNS-LU website and to make browsing more fluid.

DNS-LU will not send any Personal Data to third parties, subject to the exceptions provided for in this article and to legal, regulatory and judicial obligations imposed on DNS-LU.

The Administrative Contact may, on his own behalf or, where appropriate, on behalf of the Involved Parties, object freely to processing of Data by notifying DNS-LU at the following address: admin@restena.lu. In this case, DNS-LU may refuse to enter into a relationship with the Administrative Contact in question or choose to break off any existing relationship and revoke the Domain Name or Names in question.

The Administrative Contact is entitled to access the Data freely and amend it, on his own behalf or, where appropriate, on behalf of the Involved Parties.

The Administrative Contact is obliged to report any changes to Data he has provided to DNS-LU on his own behalf or, where appropriate, on behalf of the Involved Parties , within 30 days using the forms provided for this purpose. The Administrative Contact assumes full responsibility for the accuracy of the Data provided and expressly acknowledges on his own behalf or, where appropriate, on behalf of the Involved Parties DNS-LU's right to cancel domain name registration based on incorrect or misleading information.

2. Conflict resolution

If a Domain Name has been registered on behalf of a Registrant, it is the responsibility of any third party who later wants to assign the same Domain Name to prove that it is entitled to assign the Domain Name in question and to take action against the Registrant so that it may be assigned the Domain Name.

The Administrative Contact acknowledges and accepts, for and on behalf of the Registrant, that DNS-LU shall never arbitrate in conflicts arising from the registration and use of a Domain Name.

The disputing parties must either secure a court ruling or settle the dispute through an extrajudicial agreement. Thus DNS-LU shall play no role whatsoever in a dispute between a registrant and a third party during the course of a dispute proceeding between a registrant and a third party. DNS-LU may however assist the claimant in finding an agreement with the domain Holder based on a formal request ("**Dispute entry**") filed by the claimant in compliance with article 3 hereafter. Intervention by DNS-LU is limited to executing enforceable court rulings or extrajudicial agreements reached in the dispute between a registrant and a third party, with DNS-LU being bound to ensure, on its own initiative, the definitive nature of a ruling or the existence of contradictory rulings handed down in the various countries involved. The ruling or extrajudicial agreement, respectively, must be sent in writing, by registered mail, to DNS-LU within the following ten business days while respecting the provisions as set forth in article 3 in case of disputed domain names.

3. Dispute entry

a. DNS-LU reserves the right, but is not obliged to, to place a Dispute entry on a domain name, without DNS-LU being a party to the corresponding proceedings if a third party presents a credible case suggesting that it has a right to the domain or that its rights are being infringed by the domain name, and if such third party declares that it has instigated formal measures vis-à-vis present domain name Holder in order to enforce its resultant claims.

In order for any request for a Dispute entry to be valid, it must be presented in writing using a form available from DNS-LU. Any form that has not been fully and/or properly completed is deemed invalid and thus refused. Supporting documentation proving the claim, written (or translated) in French, German or English language,is integral part of said request, without prejudice to the discretion of DNS-LU as regards the merits of such documentation received.

b. The domain name holder Dispute entry is valid for an initial period of one year after its formal acceptance by DNS-LU. DNS-LU will extend it for another six months provided the claimant files another application with DNS-LU at least four weeks prior to its initial expiration date and submits evidence that the dispute has still not been solved.

c. A domain that bears a domain name holder Dispute entry can still be used by its holder, but cannot be transferred to anyone else ("trade"), except to the claimant himself in compliance with article 3.d hereafter.

d. DNS-LU accepts the trade of a disputed domain in favor of the claimant provided that the future Domain Holder submits documentation to DNS-LU supporting the resolution of the underlying conflict in favor of the future Domain name holder. This documentation, written or tanslated in French, German or English language, is an integral part of the trade request.

The future holder may submit its trade request to DNS-LU or to a .lu registrar of his choice in compliance with applicable terms and conditions.

The trade will be validated by DNS-LU without prejudice to the discretion of DNS-LU as regards the merits of supporting documentation received.

DNS-LU reserves the right to reject a trade request in case the futur Domain Holder does not present documents that clearly identify him as such beyond doubt when submitting the request.

4. Force Majeure

Events of force majeure shall include those usually considered as such by Luxembourg law as the applicable law for these Terms and Conditions, attacks, war, bad weather, transport blockades, barriers to telecommunication or supply, fire, storms, floods, water damage (insofar as DNS-LU has not itself caused or contributed to these events). Any unforeseeable, unpreventable events beyond the control of the party prevented from fulfilling its obligations shall also be considered as force majeure events.

In an event of force majeure, DNS-LU may be forced to interrupt the availability of its services in whole or in part without prior notice. As far as possible, DNS-LU shall keep the Administrative Contact informed of interruption times in particular and shall take all necessary measures to re-establish the connection as quickly as possible. However, DNS-LU may, under no circumstances, be held responsible for such interruptions and or service resumption delays except in the event of gross negligence or intentional wrong on its part.

5. Intellectual property

The website www.dns.lu and all elements thereof, including the layout ("**Website**"), are protected by intellectual property laws, in particular copyright law and trademark law.

"RESTENA" and "DNS-LU" are registered trademarks. These trademarks may only be used with prior written agreement from DNS-LU.

The website, including the programs from which it is made and the documents and information published thereon ("**Elements**"), is the property of DNS-LU. DNS-LU grants the Registrant represented by the Administrative Contact licence to use these Elements within the framework of these Terms and Conditions. This licence in no way constitutes a transfer of any kind or constitution of property rights.

More specifically, no reproduction, in whole or in part, and no use of the Elements, in any form and by any means, is permitted other than within the framework and in accordance with the provisions of these Terms and Conditions.

The Administrative Contact may only consult, download and print the documents and information available on the Website within the framework and in accordance with the provisions of these Terms and Conditions. It is not permitted to modify them or have them modified by third parties in any way whatsoever.

The Website may not be incorporated, in whole or in part and in any way, into another website.

6. Modification of these Terms and Conditions

DNS-LU reserves the right to modify these Terms and Conditions and any other Contractual Document (including the fees) as well as the type of services offered. DNS-LU shall notify the public of the new provisions at least 30 days before entry into force thereof, particularly through publication on its website www.dns.lu. These modifications shall also be sent to the Administrative Contact within the same timeframe by email and/or by any other means deemed appropriate by DNS-LU.

At the same time, DNS-LU shall notify the Administrative Contact of the impact of such changes on Domain Name registration and renewal.

The modifications shall be considered to have been approved if the Administrative Contact does not oppose them in writing within 30 days of the modifications being notified.

In the event of the Administrative Contact rejecting the changes made by DNS-LU to these Terms and Conditions, DNS-LU shall revoke the Domain Names affected by these modifications in accordance with Article B.9. There shall be no refund of registration or renewal fees paid for the registration period during which the modification of these Terms and Conditions was rejected pursuant to this Article, even if the rejection takes place before the Anniversary.

Only the conditions in force on the day the Administrative Contact submits an Operation Request, including Domain Name registration, shall apply.

By way of exception and solely because of major technical considerations, DNS-LU may modify the Terms and Conditions without having to apply the minimum 30-day notice period. Such modifications shall enter into force as soon as they are announced on the www.dns.lu website. Unless stated otherwise, the modified terms and conditions shall have no retroactive effect.

7. Applicable law and competent jurisdiction

These Terms and Conditions are governed by Luxembourg law. Any disputes relating to these Terms and Conditions shall be brought before the sole jurisdiction of the courts of the city of Luxembourg. Unless stated otherwise, the registered office of DNS-LU shall be the place for fulfilment of DNS-LU's obligations.

8. Divisibility

If any of the provisions of these Terms and Conditions is declared null and void or inapplicable under Luxembourg law it shall be deemed to have not been written. However, it shall not affect the validity of the other provisions of these Terms and Conditions and shall not affect the continuity of contractual relations.

The only authentic version of these Terms and Conditions shall be the French version. In the event of any discrepancy between the other language versions, the French text shall be the only one to apply.

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RESTENA Foundation 2, avenue de l'Université L-4365 Esch-sur-Alzette
Phone +352 42 44 091 Fax: +352 42 24 73 email: admin@restena.lu

9. End of contractual relations

The Administrative Contact is authorised to terminate these Terms and Conditions at any time, for and on behalf of the Registrant, among others, following a Management Transfer. There shall be no refund of registration or renewal fees paid for the registration period during which this termination occurs, even if it takes place before the Anniversary.

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