ANNEX 3: **General terms and conditions of the contract between the domain name registrar and registrant as part of registering, renewing, and administering domain names under the .lu domain**

Version: 5.0 May 2018	*Contract No. (to be completed by DNS-LU)*

1. Definitions

a) In Luxembourg, administration of the national, top-level .LU domain is controlled by the Réseau Téléinformatique de l'Education Nationale et de la Recherche (RESTENA Foundation) as a public service. The RESTENA Foundation (hereinafter referred to as "DNS-LU") assumes authority over the top-level .lu domain, which the Internet Assigned Numbers Authority (IANA) assigned to it in March 1992. In this capacity, DNS-LU performs the administrative registration of .lu domain names and provides technical operations for the department.

b) DNS-LU is located at 2, avenue de l'Université L-4365 Esch-sur-Alzette, registered with the Luxembourg Business and Company Registry under number G1 and with the Customs and Excise Tax Administration under intercommunity VAT number LU18403067.

c) These general terms and conditions are an integral part of the contract between the registrar and the registrant as part of assigning and administering a .lu domain name. In the event of discrepancies, these general terms and conditions prevail over any other document belonging to this contract.

d) The registrar is the legal entity or individual that entered into a non-exclusive, registration contract with DNS-LU and received from DNS-LU the right to solicit registration and renewal of domain names in the .lu domain by acting in its customers' names, but on the registrar's own behalf.

e) The registrant shall hereinafter be referred to as the "customer." This is the legal entity or individual that entered into a contract with the registrar in order to solicit registration and renewal of a domain name in the .lu domain.

f) The Domain Name Charter contains the guiding principles the RESTENA Foundation applied when registering domain names. The Domain Name Charter attached to these general terms and conditions is the result of collaboration between the RESTENA Foundation DNS-LU and private and public players representing the national Internet community, as part of a working group formed by the Government on March 16, 2001 as adapted from time to time.

g) Data protection legislation: any law, normative act, regulation, regulatory policy, or other legislation governing the processing, confidentiality and use of Personal Data, to the extent that these texts apply to the registrar or to DNS-LU.

h) Data: personal data that the registrar or any approved subcontractors process in a processor capacity on behalf of DNS-LU in connection with the provision of the Services; "processing" of personal data and "personal data" shall acquire the meaning given thereto in the Data protection legislation.

2. Principle of "first come, first served" and acceptable domain names

a) The registrar registers domain names with the DNS-LU on a "first come, first served" basis, in accordance with the conditions defined herein. In this regard, the date and time when the registration software receives a complete and technically valid, electronic request to register a domain name, in accordance with the technical manual, shall be the sole criteria considered.

b) A request is fulfilled if it is accepted by the DNS-LU registration system and if it includes the data DNS-LU requests.

c) Domain names must have a minimum length of 3 and up to 63 alphanumeric characters per name (a ... z, 0 ... 9), including a specific range of international characters. Only the hyphen (-) is allowed as special character. The hyphen cannot be used as first or last character. The minimum length of an IDN is determined by the number of non-ASCII characters. The maximum length of an IDN, however, is determined by the ACE-String for the domain name. The only non-ASCII characters accepted are those used in Luxembourgish, German and French languages. As domain names are case insensitive, only lower case characters should be used.

3. Rejected Domain Names

The customer takes cognizance of the fact that the domain names described below may not be registered and that the registrar and DNS-LU may refuse a request concerning such domain names. In principle, DNS-LU does not conduct any *a priori* audits as to the admissibility of a domain name. Only domain names that fall into one of these categories are excluded:

a) Domain names excluded under the Domain Name Charter;

b) Domain Names excluded by DNS-LU:

domain names in quarantine.

DNS-LU will notify the registrar of any rejected registration request for a domain name referred to in Article 3. The applicant for such a name expressly acknowledges that the contract signed with the registrar in order to register such a domain name is retroactively terminated. The refusal to register a domain name shall not give rise to any (priority or other) rights for the applicant. The applicant may make a new request, in competition with others, if such a name becomes available to the public at a later date.

4. Assignment, Administration, Deletion of a Domain Name and quarantine

a) After finishing the registration procedure and after the registrar pays the registration fees, DNS-LU assigns the domain name, the subject of the request, to the applicant.

b) The subscription period for any domain name starts on the date the domain name is registered and ends the following year, on the same day of the same month in which the domain name was registered. Unless provided otherwise herein, the subscription period shall be automatically renewed, under the same terms, for successive one-year terms that end the following year, on the same day of the same month in which the domain renewal, transfer, or reactivation occurred.

c) The registrant has the option of relinquishing their domain at any time, and thereby terminating this agreement, by submitting a cancellation request to their registrar in accordance with the stipulations set forth in the contract they signed with their registrar. Said termination shall only take effect if the DNS-LU systems receive a cancellation request from the registrar prior to the end of the registration period. If DNS-LU does not receive said request from the registrar, DNS-LU shall demand payment of the applicable renewal fees for the registration renewal period, in accordance with the stipulations cited in the contract between DNS-LU and the registrar.

d) DNS-LU is in no way obligated to notify the registrant of the upcoming expiration date of the registration period.

e) DNS-LU may, at any time, delete a domain name under the following circumstances:

   (1) the registrar requests that the registration be deleted;

   (2) in the event of non-renewal of a domain name or failure to appoint a new registrar pursuant to Article 7.b) of these general terms and conditions.

   (3) the registrant does not abide by or no longer abides by the Domain Name Charter or these general terms and conditions for registration and renewal of the domain name. If the case of a breach of these terms and conditions, DNS-LU may send a warning via e-mail to the registrar and to the registrant informing them that the domain name shall be deleted if the warning is not obeyed within 15 days;

   (4) if use of the domain name is shown to be irregular or illegal for any reason whatsoever. Deletion may take place notably following a legal ruling;

   (5) the registrar furnished false information to DNS-LU, or the registrar did not furnish updated data about their information to DNS-LU within a period of 30 days;

   (6) the domain name registrant no longer exists and the potential purchaser of the name did not report the change of domain name registrants to DNS-LU within a deadline of 30 days.

   (7) Modifications of terms and conditions of this contract are rejected by the registrant.

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f) After a domain name is deleted, the domain shall be placed "in redemption" (quarantine) for a period of 30 days. During this period, if the registrar so requests from DNS-LU and in exchange for a reactivation fee (including the registration fees for starting a new subscription period), the registrar has the option to restore the domain name to its original status. At the end of this period, if no reactivation has taken place, the domain name in question is once again made available for registration.

g) A domain name placed in redemption may not be traded, with the exception of subsequent to the appointment a new registrar as stipulated under Article 7 and/or following the resolution of a conflict in case of a disputed domain domain as set forth in article 12.

h) As an exception to Article 4.f), deletion takes effect and is finalized immediately, without previously placing the domain name in redemption for 30 days, when the deletion occurred under the circumstances listed in Article 4.e) points (3), (4), and (5). The quarantine may be terminated before its regular end for a disputed domain name in case a trade request is filed in favour of the claimant subsequent to the resolution of the underlying conflict.

i) No refund of paid registration or renewal fees shall be made for the subscription period during which this contract is terminated or this domain name is deleted in accordance with this article.

5. Fees and Payment

a) The registrant is informed of the fact that the registrar, acting in their name, must pay DNS-LU the initial registration fees, as well as renewal fees, in accordance with the contract between the registrar and DNS-LU.

b) The registrar has access to the DNS-LU computer system in order to check on the status and expiration date of the domain names the registrant manages. The registrar is responsible for notifying the registrant in a timely manner about the latter's domain names that are up for renewal.

c) DNS-LU cannot be held responsible for a failure to pay on the part of the registrar (regardless of the fact that the registrant may have paid the registrar), which may cause registration not to occur or cause the deletion of a domain name.

6. Registrant's Obligations

a) Obligation to have an e-mail address: The registrant, represented by its administrative contact, must have a working e-mail address that is entered into the DNS-LU database. They declare that this e-mail address is in working order and undertake to keep it as such. The e-mail address will be used for official communications between DNS-LU and the registrant.

b) Updating incorrect data:
The registrant, represented by its administrative contact, should make sure that their contact information, particularly their e-mail address, is kept current and correct, in the records of both (i) the registrar with whom they signed a contract; and (ii) DNS-LU (via the registrar). If the e-mail address is not kept up-to-date, the registrant is in breach of these terms and conditions, and the registrar and DNS-LU have the right to delete the domain name, as stipulated in Article 4 e) (5). 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.

7. Contract between the Registrant and the Registrar

a) The applicant carries out the DNS-LU registration and renewal procedure via the authorized registrar by acting in the registrant's name, but on the applicant's own behalf. DNS-LU shall publish a list of authorized registrars on its Web site www.dns.lu, as well as the model contract between DNS-LU and the registrar. DNS-LU plays no part in the contract between the registrant and their registrar and assumes no obligations or liability as a result of such a contract.

b) If the registrar is no longer authorized because their contract with DNS-LU has ended, DNS-LU shall send an e-mail to registrants, represented by its administrative contact, informing them that they must select a different registrar within a 30-day period. If the registrant has not appointed a new registrar within this period, their domain names shall be deleted from the database. Within a 30-day period following receipt of the notice from DNS-LU about termination of the registrar's contract, the customer must notify DNS-LU of their decision to transfer the domain to another registrar, to relinquish the domain name, or to no longer avail themselves of a registrar's services. In the latter instance, a new contract must be signed with DNS-LU.

c) If a registrant cancels the contract with their registrar, they must appoint a new registrar at the same time. The latter must inform DNS-LU of the proposed change in registrars. The change in registrars shall take effect if the registrant, represented by its administrative contact, confirms this electronically or by fax with a 15-day period. If the registrant, represented by its administrative contact, does not reply within a 15-day period, the change shall not take effect, and the previous registration status shall be upheld. Moreover, the registrar cannot oppose the domain transfer for any reason whatsoever, and especially not because the customer has yet to pay all their invoices.

d) When a registrant wishes to relinquish a domain name in favour of a third party, the latter's registrar must initiate the operation. 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 12. If the change of registrants is not subsequently confirmed within a 15-day period by the administrative contact, period during which any transaction related to this name shall in principle be suspended, the transfer shall be nullified and the previous registration status shall be restored. In case of a disputed domain name, the trade will be validated manually by DNS-LU provided the resolution of the underlying conflict in favour of the claimant as future Domain name holder. DNS-LU believes that the above procedure to change registrants should not be adhered to under the following circumstances:

   (1) changing the company's name;
   (2) changing its legal status.

   The registrant must then send written confirmation that the name change is justified by one of the two scenarios listed above, without prejudice to DNS-LU's authority to make its own assessment as to the merits of this proof.

e) The successful outcome of the procedures in points c) and d) of this Article result in the opening of a new subscription period for the domain names in question, as well as invoicing for the registration fees listed in Article 5.a). No refund of paid registration or renewal fees shall be made for the initial subscription period during which the procedure described in points c) or d) occurred.

8. Privacy and processing of Personal Data

a) The registrant permits the registrar to process his personal data in order to execute this contract, as well as proper operation of the .lu domain name system. This personal data is intended to be communicated to DNS-LU, which shall use it for the sole purpose of operating the .lu domain name system. The registrar shall not communicate personal data to parties other than DNS-LU, subject to the exceptions set forth in this Article and legal and statutory exceptions.

b) The registrant has the right to access his personal data and the right to have his personal data corrected and/or updated through its registrar when they are incorrect and/or outdated. For more information on the processing of personal data by DNS-LU and the privacy rights of the registrant, refer to the document Domain name Privacy Notice on DNS-LU site dns.lu.

c) The registrar can process certain personal data in a processor capacity on behalf of DNS-LU in its function as controller when registering, renewing, transferring or managing .lu domain names. In this respect, the registrar complies with Luxembourg data protection law legislation and specifically the General Data Protection Regulation (GDPR) (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

d) The personal data that the domain name holder communicates through its registrar to DNS-LU about Involved Parties (administrative, and/or

technical contact), are processed in the same way as the holder's personal data, according to the corresponding purposes. It is the registrant's responsibility to inform Involved Parties of the terms and the purposes of this processing and the rights they have and to inform them about present clause.

e) The holder reports immediately any changes to the Data he has provided (legal name, address, email, phone and/or fax numbers) through its registrar to DNS-LU. Any omission or delay in informing DNS-LU of such changes may result in the deletion of the domain names of the holder according to the provisions of article 6.b.

f) DNS-LU makes some technical data, along with the following identification data, accessible on its site dns.lu through the so called WHOIS service in order to guarantee the transparency of the domain name system towards the public:

- name of registrant, street address, country of residence;
- nameservers;
- status of the domain name (actif, reserved);
- name of Registar;

g) The previous paragraph notwithstanding, the personal identification data of the registrant will not be accessible on the website (through the WHOIS search service) if the registrant registered the domain name solely as a private person (cf. point f) of this article). Except as noted above, the holder's country of residence is always published. To contact a holder as private person and/or involved parties, interested parties such as governmental and/or jurisdictional authorities, as well as legal or statutory representatives of third parties can submit a motivated message forwarding request to DNS-LU, whereas no direct contact may be established with the registrant.

h) When applying for registration of a domain name through its regular registrar, the applicant will mandatorily select either for the status of "private person" (natural person), or for the "company/organization" status (legal person) as the future holder. This decision determines whether future holder's contact data will be published via the WHOIS search service or remain invisible in accordance with article g) above and Terms and Conditions of the WHOIS Policy.

i) A registrant as private person may, on the other hand, explicitly request the disclosure of his personal data via the WHOIS service. The approval for the disclosure of Personal data of a private person must be obtained in accordance with the provisions of Article 7 of GDPR regarding consent.

j) DNS-LU reserves the right to institute the appropriate legal proceedings against any third party that breaches this article.

9. Warranties, Representations, and Sole Liability

   a) The registrant warranties and represents:
      - that their request complies with Luxembourg laws;
      - that they take cognizance of and agrees to the Domain Name Charter and that their request for registration abides by the provisions of the Charter;
      - that they take cognizance of and agrees to these general terms and conditions;
      - that any declarations made during the registration and renewal procedure are complete and accurate;
      - that neither the registration of a domain name nor the way this domain name is used, either directly or indirectly, infringes on the rights of a third party.
   b) DNS-LU accepts no liability for the use of a domain name in the registry of .lu domain names. More specifically, DNS-LU accepts no responsibility for any conflict of trade names, whether registered or otherwise, or with any other right to use a name. Thus DNS-LU is exempt from any liability to verify the right to use a domain name. The registrant is definitively responsible for any damages and/or legal expenses resulting from the abusive or illegal use of a domain name. The registrant indemnifies the registrar and holds it harmless in this regard. The registrant indemnifies the registrar against any claim (and resulting costs and expenses, including lawyers' fees) following the irregular or illegal registration or use of a domain name.
   c) DNS-LU cannot be held liable, notably due to a loss of use, for the allocation of the registrar or the customer's businesses, for business interruption, or for any other harm resulting from or related to the registration or use of a domain name, or the use of the DNS-LU registration software or the DNS-LU Web site www.dns.lu, even if DNS-LU was informed of the possibility of such harm, especially:
      - Registration or renewal (or failure to register or renew) for a registrant or a third party due to an error in their identity;
      - The loss of DNS-LU's authority to register .lu domain names;
      - A third party's rights to a domain name;
      - Failures or technical problems;
      - Actions or negligence by registrars regarding the request, registration, or renewal of domain names that have the effect of not registering or nullifying the domain name.

10. Revisions to these general terms and conditions for registration and renewal

a) The procedural rules for registering and renewing a domain name are liable to be revised or amended.

b) If DNS-LU should decide to modify these registration and renewal procedures, it shall make the new rules available to the public by publishing them on its Web site www.dns.lu at least 30 (thirty) days before they go into effect and by so notifying its registrars. Any registration procedure shall be treated in accordance with the rules in effect on the date the registration procedure was completed.

c) As an exception to point b), DNS-LU may revise the technical rules for registration without having to apply this minimum period of 30 (thirty) days. Such changes shall take effect as soon as they are announced on the DNS-LU Web site www.dns.lu. DNS-LU may only use this procedure as long as the changes seem warranted due to major technical reasons.

d) DNS-LU shall not notify registrants in the event of modifications to the terms and conditions for registration and renewal. Each registrar is obligated to notify their own clients on an individual basis about the impact such changes may have on the registration and renewal of their clients' domain names.

e) DNS-LU shall not notify registrants whose domain names were previously rejected, of the new rules, even if the rejected domains are now admissible under the new rules.

11. Conflict resolution

a) If a Domain Name has been registered on behalf of a customer, 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 customer so that it may be assigned the Domain Name.

b) The registrant acknowledges and accepts that DNS-LU shall never arbitrate conflicts resulting from the registration and use of a .lu domain name.

c) 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 12 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 12 hereafter in case of a disputed domain name.

12. 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 12.d. hereafter.

d) DNS-LU accepts the trade of a disputed domain in favour of the claimant provided that the future Domain Holder submits documentation to DNS-LU supporting the resolution of the underlying conflict in favour of the future domain name holder. This documentation, written or translated 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 future domain holder does not present documents that clearly identify him as such beyond doubt when submitting the request.

13. Applicable Law and Competent Court

a) These general terms and conditions for registering and renewing domain names are governed by the laws of Luxembourg.

b) The courts of the district of Luxembourg and in Luxembourg have sole competence.

14. 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.