



# Terms and conditions of the Online Platform for the registration and management of .lu Domain Names

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(Hereinafter referred to as "Terms and Conditions")

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("registrar" shall hereinafter be referred to the Restena Foundation's registrar activity, as appropriate, and ".lu registry" to the Restena Foundation's registry activity, as appropriate.)

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## 1 General provisions

### 1.1 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 online registration and management system, hereafter called "Online Platform". 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 .lu registry and modified from time to time, form an integral part of the contract between the applicant and the registrar.

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 the registrar.

### 1.2 Definitions

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

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

Account: collection of Data organized for personalized access by the Manager to the Online Platform using his Identification Elements and containing the collection of Data as defined below.

Administrative Contact: the natural person or legal entity, legitimately authorized to represent the Registrant with the registrar for registration and management of one or more Domain Names. All legal entities appoint an identifiable natural person within their organization to act officially on their behalf. In

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the event that the Administrative Contact is not part of the legal entity, he must be in possession of a valid power (proxy) to represent the legal entity. The Administrative Contact shall have no access to the Online Platform unless he is also the Manager for one or more Domain Names.

Applicant / Requestor: an entity that has submitted a request for registration of a domain name. Or the person or entity requesting to enter into a relationship with the private person as future Holder.

Billing Contact: a person appointed by the Manager in whose name the invoice is labeled. The Billing Contact shall have no access to the Online Platform unless he is also the Manager for one or more Domain Names.

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

Data including Personal Data: all administrative and technical information, Domain Names, and requested Operations that the registrar processes in connection with the provision of its services, including personal data concerning the Registrant or related to involved parties (Administrative Contact, Technical Contact and Billing Contact) with their contact details.

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 Registrant or Contact, to the registrar or to the registrar.

Dispute entry: request filed with the .lu registry 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.

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.

Domain Name: a domain name comprises a series of characters (a to z, 0 to 9, a specific range of international 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").

Double Click Procedure: procedure whereby the Manager can reiterate his approval of the Operations request after checking and, where necessary, modifying the information contained in the Operations request.

Identification Elements: elements resulting from technical resources for identification and authentication of the Manager on the Online Platform. This includes a personal password, chosen by the Manager when he logs on to the Online Platform for the first time, and a user name (login) assigned by the registrar on account creation. These Identification Elements required for identification of the Manager on each login and the identification and authentication technology are susceptible to change in the future as technology develops, in which case the Manager shall be notified by any means deemed appropriate by the registrar.

Manager: the person who uses the Online Platform for the performance of Operations.

Online Platform: transactional part of the registrar website that can be accessed at the address [www.my.lu](http://www.my.lu) allowing the Manager to perform, on his own behalf or on behalf of the Registrant and/or the Administrative Contact, as appropriate, any Operation within the context of management of .lu Domain Names subject to having previously signed the Contractual Documents (as defined in Article 1.2) and specifically accepted these Terms and Conditions.

Operation: an action that may be performed through the Online Platform, in particular the registration, renewal, Trade (as defined in Article 2.12), Management Transfer (as defined in Article 2.11), Cancellation and Restoration of Domain Names (as defined in Articles 2.8 and 2.9), of paragraph B. Operations relating

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to Domain Names the updating of certain Data, the consultation of a Domain Name portfolio or the addition, modification and removal of certain Data.

**Register:** contains the primary data for the .lu registry.

**Registrant:** contractual Holder of the Domain Name. Only the information held in the database managed by the .lu 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.

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

**Technical Contact:** the person appointed by the Manager responsible for all technical aspects associated with the Domain Name. The Technical Contact shall have no access to the Online Platform unless he is also the Manager for one or more Domain Names.

### **1.3 The roles of the .lu registry, the registrar and the Manager covered by the Terms and Conditions**

The Restena Foundation, also referred to hereinafter as the .lu registry, is responsible for the technical and administrative management of the .lu country code top-level domain name register.

The Restena Foundation also acts as a Registrar. The URL [www.my.lu](http://www.my.lu) gives access to the registrar website on the internet and allows the Manager to perform Operations through the Online Platform.

The Manager 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 Manager to ensure it obtains this mandate which should be formalized through the agreement for assigning "Power for registration and management of a .lu domain name" available at [www.my.lu](http://www.my.lu). The registrar shall have no part in the mandate between the Registrant and the Manager 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 Manager, it must appoint a new Manager. The Registrant must notify the registrar of this change. It is up to the new Manager to make sure it obtains the mandate as referred to above. The appointment of a new Manager terminates by default the mandate of the former Manager. The Registrant undertakes to release the registrar and hold it harmless in the event of any claim by any former Manager relating to a change of Manager.

These Terms and Conditions, available at [www.my.lu](http://www.my.lu), regulate the online registration and management of second-level Domain Names under the .lu top-level domain using the Online Platform that the registrar provides to the Domain Name Manager.

These Terms and Conditions, the Domain Name Charter, the document Fees for Registration of a Second-Level Domain Name in Luxembourg and the Agreement for assigning power for registration and management of a .lu domain name, and the Domain name privacy Notice documents that can all be found at [www.my.lu](http://www.my.lu), together with any instructions sent through the Online Platform form an integral part of the contract between the Manager and the registrar (the "Contractual Documents").

With regard to Domain Names registered and managed by virtue of previous terms and conditions, the change to electronic management of these Domain Names using the Online Platform means that these Terms and Conditions are immediately applicable to the exclusion of all 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.

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## **1.4 Connection to the Online Platform**

The Online Platform can be accessed 24 hours a day, 7 days a week, unless it is undergoing maintenance or has suffered a breakdown or been subject to a force majeure event as defined in Article 3 of the Final provisions of these Terms and Conditions.

The registrar may refuse access to my.lu, in whole or in part, without needing to justify its decision.

The registrar reserves the right, at any time, to block the Manager's access to the Online Platform, either permanently or temporarily, particularly for maintenance purposes or to make improvements, without being obliged to compensate for any damages directly or indirectly incurred by the Registrant or the Manager as a result of the interruption. As far as possible, the registrar shall keep the Manager informed by email or by any other means that the registrar deems appropriate, particularly with regard to the expected duration of the interruption. In any case, the registrar shall take all the measures necessary for re-establishing the connection as quickly as possible.

## **1.5 Use and protection of Identification Elements**

The Manager is solely and fully responsible for using and protecting his Identification Elements, which are to be considered personal and confidential.

With this in mind, the Manager undertakes to ensure the confidentiality of his Identification Elements with regard to third parties. Any access to the Account and any Operation performed using the Manager's Identification Elements shall be deemed conclusively to have been done by the Manager. He is recommended in particular not to write down or disclose his Identification Elements and to change his password regularly.

In the event of theft, loss, fraudulent use, of which he is aware, or if he assumes that third parties have had access to his Identification Elements, the Manager is obliged to notify the registrar immediately to block all access to the Account. New Identification Elements will then be supplied to the Manager.

The Manager is responsible for any error or carelessness in protection of his Identification Elements and for any abuse of his Identification Elements by third parties. Except in the event of gross negligence or intentional wrong on its part, the registrar shall accept no responsibility in this regard.

## **1.6 Rules for internet use and recommendations**

The Manager declares that he is aware of and accepts how the means of communication (including internet, email, etc.) work and the technical limitations relating to the use thereof. He is aware of the limitations of internet security, knows that third parties can easily see the data he is processing if his computer system is not secured adequately (particularly by a correctly configured firewall and recent, regularly updated antivirus software) and that connection may be slow or interrupted, for reasons completely beyond the control of the registrar, as a result, for example, of the type of connection or the volume of network traffic at any given moment.

The Manager shall provide himself with his connection, at his expense, through the internet service provider of his choice. The registrar may, under no circumstances, be party to a dispute between the Manager and the provider of the internet or telecommunications service (private or public) used by the Manager, both with regard to the confidentiality of the messages sent and the invoicing of the cost of sending them.

The Manager shall be solely and fully responsible for the installation and use of his hardware and all the consequences thereof. In this regard, the Manager shall accept all the direct and indirect consequences of failure to meet his legal, regulatory and contractual obligations.

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## **1.7 Manager's Responsibilities**

The Manager declares and guarantees that all the Data entered during the registration and renewal process is accurate and complete and acknowledges that he is solely and entirely responsible in this regard.

The Manager declares and guarantees, for and on behalf of the Registrant, that the registration and use of Domain Names assigned to it shall comply with all legal texts, Contractual Documents and third party rights and that he acknowledges that he is solely and entirely responsible in this regard.

The Manager guarantees, for and on behalf of the Registrant that the Registrant shall be solely and entirely responsible for the use of Domain Names registered in its name and on its behalf on the .lu Domain Names register.

## **1.8 The registrar Responsibilities**

The registrar shall provide the Manager 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, the registrar may under no circumstances be held liable for direct or indirect damages of any kind, resulting in particular but not exclusively from the use of the Online Platform by the Manager and from any consequences thereof (unavailability, viruses, loss of data, etc.).

In the event of a problem making the Online Platform unavailable, the Manager shall take no action against the Restena Foundation.

Neither the Manager 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 and the use of the Online Platform and the www.my.lu website (such as deprivation or alteration of the use of its Domain Names, interruption or alteration of the Registrant's business, etc.).

In particular, the Manager and the Registrant (represented by the Manager) shall have no entitlement to compensation due to:

- I. 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;
- II. the loss of the registrar's authority to register .lu Domain Names;
- III. technical faults or problems;
- IV. action or negligence by the Manager relating to the request for an Operation or to the Operation itself, the effects of which may include the failure to register or the cancellation of the Domain Name; and more generally,
- V. any event not directly attributable to the registrar or beyond its control.

The registrar 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, the registrar shall perform no checks as to the Manager's right to register and use the Domain Name for and on behalf of the Registrant.

The Manager accepts, for and on behalf of the Registrant, that the registrar 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 3.3) 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 2.12), it shall be the responsibility of the new Registrant to initiate this Trade.

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The registrar 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.

The registrar shall, under no circumstances, be held liable in relations of any kind between the Registrant, the Administrative Contact, the Billing Contact and the Manager. The Manager therefore guarantees the registrar against any action by the Registrant and/or by the Administrative Contact and by any other person who has suffered damages associated with an Operation performed by the Manager.

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

## **1.9 Guarantees**

The Manager 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 the registrar harmless in this regard.

## **2 Operations relating to Domain Names**

### **2.1 General information**

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

Any changes to the Domain Name itself and the identity of the Registrant are excluded from the Operations.

In addition, depending on technological developments, the registrar shall apply the developments and updates to the Online Platform that are necessary or which seem desirable in the interests of the Manager, by deleting, adapting or adding, for example, the functionalities associated with the Operations.

### **2.2 Processing of Operations**

#### **2.2.1 Operations request and approval**

For each Operation request, the Manager must follow the procedure and the instructions given to it successively on the pages of the Online Platform. Otherwise, the Operation requested by the Manager shall not be performed. There shall be no exception to this rule. In particular, the Manager should follow the Double Click Procedure to summarize, modify and then confirm the Operations request and the Data pertaining thereto. Completion of this procedure constitutes irrevocable, firm and definitive acceptance by the Manager. There may be no subsequent retraction.

The requests entered by the various Managers via the Online Platform are processed in the order they are received by the .lu registry servers on a "first come, first served" basis. The date and time of receipt by the registration software of a complete and valid electronic Domain Name registration request shall be the only criteria taken into account. No challenges shall be accepted in this regard.

#### **2.2.2 Performance of Operations**

Only Operation requests submitted and approved by the Manager within the context of the on-screen procedure, and particularly within the context of the Double Click Procedure, may be performed by the registrar.

The Operation requested by the Manager may only be performed if it satisfies the conditions established by the Contractual Documents and if payment for the Operation has been authorized by the financial establishment of the Manager, the Registrant or the Billing Contact. An Operation is considered to have

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been completed as soon as it has been processed by the .lu registry's computer system or, for Operations in which the .lu registry is not involved, the registrar's computer system and not when it is requested by the Manager. Once these conditions have been met, the Operation may be performed by the registrar.

The Manager acknowledges that the registrar is not responsible for additional time being needed or for delays caused by the intervention of third parties, particularly the time required for payment to be authorized by a financial establishment or a request not being accepted, in any case, before confirmation of the payment of fees payable for the Operation in question, where applicable.

The Manager acknowledges that the registrar is not responsible for any delays that may be caused by a failure of its own computer system and/or the .lu registry's computer system or if, in general, the registrar should have to check the legitimacy of the Operation.

Any request that satisfies the conditions referred to above does not in any way prejudice the performance of the Operation, particularly taking into account circumstances beyond the control of the registrar, such as the unavailability of a Domain Name at the time payment is authorized by the Manager's financial establishment or even the speed of the network at the time of the request.

The Manager acknowledges in particular that with regard to the time required for entry and acceptance by financial establishments and the existence of Registrars other than the registrar, a registration request may be finalized as a priority through the registrar or another Registrar. A Domain Name may appear as available but then be unavailable at the end of the registration period insofar as, for example, another applicant registering the same Domain Name completes his application more quickly.

The registrar reserves the right to defer performance of Operations and to request further information, or even written confirmation, if it considers that the Operation or a document does not appear to be authentic or if there is a risk of opposition or fraud. In this case, the Manager shall accept any consequences that may arise from the delay or refusal to perform an Operation and may not make any claim..

### **2.2.3 Proof of performance of Operations**

The Manager is forbidden from challenging the performance of Operations by the registrar. The Manager accepts that electronic registrations performed by the registrar, regardless of the method used, constitute official and adequate proof that the operations have been performed by the Manager himself.

The Manager renounces the recourse to the provisions of Article 1341 of the Luxembourg Civil Code and acknowledges admittance of electronic registrations held by the registrar and relating to all Operations performed via [www.my.lu](http://www.my.lu) as proof. Only email confirmation by the registrar of the completion of the Operation may be considered as definitive proof that the Operation has been completed.

Furthermore, chargeable Operations performed following instruction from the Manager are included on the invoices and/or statements available on the Online Platform. If a written complaint is not sent by the Manager within 30 days of the invoices and/or statements being published, the information thereon, in particular the Operations referred to, is deemed to be accurate and approved by the Manager.

In addition, printed copies of the information sent may not be used with regard to third parties as documents or official proof issued by the registrar.

### **2.2.4 Commitments**

The Manager assumes full responsibility for the Operations requested. He therefore acknowledges having received from the registrar 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 the registrar (contact details available at [www.my.lu](http://www.my.lu)).

Generally speaking, the Manager is personally liable with regard to the registrar 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 the registrar.

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## 2.3 Fees and invoicing

All Operations requested, performed and invoiced via the Online Platform are payable by credit card in accordance with the prices in force at the time of the Operation request, set in the document entitled "Fees for Online Registration and Management of .lu Domain Names" available on the [www.my.lu](http://www.my.lu) website. No other method of payment is accepted. All prices are inclusive of VAT.

Prices may be modified at any time by the registrar who shall notify the public and the Managers by way of special publication on the [www.my.lu](http://www.my.lu) website or using any other communication method that the registrar deems appropriate.

The invoice will be marked for the attention of the Billing Contact. The Manager may download a copy of the paid invoice from the Online Platform.

The registrar reserves the right to refuse a valid request for registration of a Domain Name from a Manager with whom it has a payment dispute in progress.

The registrar 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 registrar website.

## 2.4 Domain Name servers

Active use of a domain name requires addresses for at least one primary DNS server and one secondary DNS server, which must be operational. For both these DNS servers, the IP connection must be permanent (IETF-compliant software must be used for the queries, the current IETF standards being RFC1035 and RFC2181). The servers should ideally be physically separate and be located on different networks (see Best Current Practice RFC2182). In case of IDN, the servers may only be made up of the ACE-String, and not the IDN itself.

The servers must be correctly configured and must satisfy the conditions imposed by the .lu registry. If they are incorrectly configured during the registration procedure, the Domain Name shall be reserved and the Manager should activate the Domain Name at a later date via the Online Platform. Activation of the Domain Name will be rejected as long as the name servers are incorrectly configured. A detailed technical description of the tests used is available on the [www.my.lu](http://www.my.lu) website.

The registrar 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.

## 2.5 Notifications

The registrar mostly communicates directly with the Manager by email. Therefore, the Manager shall ensure that he regularly updates his contact details, in particular his email address. If the email address is not kept up-to-date, the Manager is in breach of these Terms and Conditions and the registrar shall be entitled to immediately terminate the contract signed with the Manager. The latter may under no circumstances claim reimbursement of fees paid for the registration period in question.

The Manager undertakes to regularly check the emails sent to him by the registrar at the email address provided by him. Any communication or notification sent to this email address is considered to have been addressed to the Manager in person and to have been received and read by the Manager himself.

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

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register the email address info@my.lu in its address book in order to prevent the email client to consider emails issued by the registrar as spam.

In the event of any doubt, the log files of the registrar's email servers shall be taken as proof.

The registrar may request that all communication must be done by the channel provided on the Online Platform.

## **2.6 Registration period and renewal of the Domain Name**

The registration period for any Domain Name shall commence on the date the Domain Name is registered by the registrar and shall terminate the following year or after two years (depending on the Manager's choice) on the same day of the month in which the Domain Name was registered ("Anniversary"). The registration date is shown on the Online Platform. In case of the restoration of a domain name, subsequent registration period is limited to one year.

Unless otherwise stated in these Terms and Conditions, the registration period shall be renewable each year or every two years (depending on the Manager's choice) on the Anniversary of the registration, the Trade, the Management Transfer or the restoration of the Domain Name, following payment via the Online Platform of the current price at the time of renewal, specified in the "Fees for Domain Name Registration and Management under the Second-Level .lu on the my.lu Online Platform".

Domain Name renewal shall only take effect once payment of the current price has been made. The registrar shall notify the Manager by email of the expiry of the Domain Name registration period 60, 30 and 5 days before the Anniversary. Should the registrar not receive the fees payable by the Anniversary Date, it shall revoke the Domain Name in accordance with Article 2.8 of these Terms and Conditions.

## **2.7 Relinquishment of the Domain Name**

The Manager may, at any time, relinquish, for and behalf of the Registrant, a Domain Name that it has registered and terminate the contract relating thereto, in accordance with Article 2.8. To do this, the Manager should submit a cancellation request via the Online Platform.

The terms and consequences of cancellation are laid down in Article 2.8.

## **2.8 Domain Name Revocation and quarantine period**

The registrar may, at any time, revoke a Domain Name, without any refund or compensation being payable to the Manager or the Registrant he represents if:

- I. the Domain Name has not been renewed pursuant to Article 2.6, of these Terms and Conditions;
- II. the Manager and/or the Registrant fails to comply with the Contractual Documents, in which case the registrar notifies the Manager 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 Article 7 of paragraph A. General provisions;
- IV. the Manager has provided false information to the registrar 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 2.12;
- VI. the Registrant relinquishes the Domain Name;
- VII. the modifications made to the Terms and Conditions are rejected by the Manager.

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.

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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 2.9, 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) or 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.

## **2.9 Restoration**

During the quarantine period, the Manager 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 domain name registration and management under the second level .lu on the online platform". 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.

## **2.10 Refusal of instructions**

The registrar may refuse any request for Operations relating to a Domain Name in accordance with the provisions below. In principle, the registrar 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 are excluded from registration by the registrar 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 authorize the payment of fees to the registrar;
  - III. fees are not paid;
  - IV. the Manager does not have the authority to represent the Registrant;
  - V. Domain Name in quarantine;
  - VI. Domain Name bears a Dispute entry.

The Manager is notified via the Online Platform of any rejection of his Operation request.

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

## **2.11 Management transfer**

### **2.11.1 Transfer of management from the registrar to another accredited .lu Registrar**

The Manager may request, at any time, the transfer of administrative and technical management of a Domain Name from the registrar to another Registrar. Such a transfer terminates the contract between the Registrant and the registrar in accordance with paragraph 3.8. The Registrant loses the functionalities specific to the Domain Name in question and, in particular, the Manager may no longer manage a Domain Name he has transferred by his Account with the registrar.

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.

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### 2.11.2 Transfer of management from an accredited .lu Registrar to the registrar

A Manager may launch a transfer request via the Online Platform for a .lu Domain Name from one accredited .lu Registrar to the registrar.

The Manager submits his transfer request on the Online Platform. All Domain Name Transfers requests submitted by the Manager of this Domain Name must be confirmed by the Original Registrant, represented by its Administrative contact.

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

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

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 the registrar and to payment of the registration fees based on 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 the registrar. The registrar does, however, reserve the right to limit the number of attempted Transfer Operation requests for a Manager, severally for a given Domain Name.

If the transfer is successful, the Domain Name is registered through the registrar who is then the new Registrar.

### 2.11.3 Consequences of management transfer to the registrar

The transfer to the registrar:

- 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 Manager combines the transfer with a Change of Registrant. In this case, the two operations (Management Transfer and Domain Name Trade) shall be simultaneous.

The service provided by the registrar 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 the registrar. The registrar 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).

## 2.12 Change of Registrant

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 2.3 (d).

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 submitted by the Manager of this Domain Name and confirmed by the Original Registrant, represented by its Administrative contact, excepted for a disputed domain name. In such case the trade will be validated manually by the registrar provided the resolution of the underlying conflict in favour 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 2.11.



The registrar 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 the registrar as regards the merits of such changes.

The Manager may represent the New Registrant if authorized to do so. Otherwise, the Registrant will be represented by a new Manager.

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

### 3 Final provisions

#### 3.1 Privacy and Personal data processing

a) The Manager, where he is also the Registrant and/or, Administrative Contact and/or the Technical Contact, and/or the Billing Contact, authorizes the registrar to process the Personal Data it has provided in accordance with the terms described below. The Manager, where he is not the same person as the Registrant, or Administrative Contact, or the Technical Contact or the Billing Contact ("Involved Parties") declares that he is allowed to process Personal Data relating to these Involved Parties and to provide them to the registrar.

Personal Data relates essentially to surnames and forenames or legal names, places of street addresses, email addresses, fax and/or telephone numbers of the Manager, the Registrant, the Administrative Contact, the Technical Contact and/or the Billing Contact, including all technical data and the history of orders made via the registrar online platform. They are intended for communication to the registrar which will use it for the sole purpose of ensuring the execution of this contract, as well as the proper functioning of the .lu domain name system and services related to this management.

In this respect, the Manager and the registrar comply 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.

The personal data that the Manager communicates about Involved Parties to the registrar, are processed in the same way as personal data of the Registrant, according to the corresponding purposes. It is the responsibility of the Manager 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

The Manager shall hold the registrar harmless of any damages resulting from misinformation of the Involved Parties and shall be solely responsible for the use made of it..

The Registrant has amongst other the right to access his personal data and the right to have his personal data corrected and/or updated, when they are incorrect and/or outdated. For more information on the processing of personal data by the registrar and the privacy rights of the Registrant, refer to the document Domain Name Privacy Notice on the registrar website my.lu.

The Manager reports immediately any changes to the Data he has provided to the registrar on his own behalf or, where appropriate, on behalf of the Involved Parties, using the forms provided for this purpose. Any omission or delay in informing the registrar of such changes may result in the deletion of the domain names of the Holder according to Art 8 of the provisions.

The Manager 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 the registrar's right to cancel domain name registration based on incorrect or misleading information.

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(b) the .lu registry makes some technical data, along with the following identification data, accessible on its site [dns.lu](https://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;
- name servers;
- status of the domain name (active, reserved);
- name of Registrar.

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 c) 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 the .lu registry, whereas no direct contact may be established with the Registrant.

(c) When applying for registration of a domain name on the online platform, the manager will necessarily choose either for the status of "private person" (natural person), or for the "company / organization" status (legal person) as the future Holder by ticking the corresponding box. This decision determines whether future Holder's contact data will be published via the WHOIS search service or remain invisible in accordance with (b) above and terms and conditions of the WHOIS Policy.

(d) A Registrant as natural 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 natural person must be obtained in accordance with the provisions of Article 7 of GDPR regarding consent.

### **3.2 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 Manager acknowledges and accepts, for and on behalf of the Registrant that the registrar 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 the registrar 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. The registrar may 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 3.3. Intervention by the registrar is limited to executing enforceable court rulings or extrajudicial agreements reached in the dispute between a Registrant and a third party, with the registrar 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 the registrar within the following ten business days while respecting the provisions as set forth in article 3 in case of disputed domain names.

### **3.3 Dispute entry**

a. The .lu registry reserves the right, but is not obliged to, to place a Dispute entry on a domain name, without the registrar 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.

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In order for any request for a Dispute entry to be valid, it must be presented in writing using a form available from the .lu registry. 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 the .lu registry 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 the .lu registry. The .lu registry will extend it for another six months provided the claimant files another application with the .lu registry at least 4 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. The .lu registry accepts the trade of a disputed domain in favor of the claimant provided that the future Domain Holder submits documentation to the registrar supporting the resolution of the underlying conflict in favor 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 the registrar or to a .lu registrar of his choice in compliance with applicable terms and conditions.

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

The registrar 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.

### **3.4 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 the registrar 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, the registrar may be forced to interrupt the availability of the Online Platform in whole or in part without prior notice. As far as possible, the registrar shall keep the Manager informed of interruption times in particular and shall take all necessary measures to re-establish the connection as quickly as possible. However, the registrar 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.

### **3.5 Intellectual property**

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

The Online Platform, including the programs from which it is made and the documents and information published thereon ("Elements"), is the property of the registrar. The registrar grants the Manager license to use these Elements within the framework of these Terms and Conditions. This license 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.

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The Manager may only consult, download and print the documents and information available on the Online Platform within the framework and in accordance with the provisions of these Terms and Conditions. It is not permitted to modify them or distribute them in any way whatsoever.

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

### **3.6 Modification of these Terms and Conditions**

The registrar 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 via the Online Platform. The registrar shall notify the public of the new provisions at least 30 days before entry into force thereof, particularly through publication on its website my.lu. These modifications shall also be made available to the Manager within the same timeframe by email and/or by any other means deemed appropriate by the registrar.

At the same time, the registrar shall notify the Manager of the impact of such changes on Domain Name registration and renewal.

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

In the event of the Manager rejecting the changes made by the registrar to these Terms and Conditions, the registrar shall revoke the Domain Names affected by these modifications in accordance with Article 2.8. 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 Manager submits an Operation Request, including Domain Name registration, shall apply.

By way of exception and solely because of major technical considerations, the registrar 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 my.lu website. Unless stated otherwise, the modified terms and conditions shall have no retroactive effect.

### **3.7 Applicable law and competent jurisdiction**

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

### **3.8 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.

### **3.9 End of contractual relations**

In accordance with the provisions of Article 2.7, the Manager is authorized to terminate these Terms and Conditions at any time, for and on behalf of the Registrant, among others following a Management Transfer.

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A replacement of the Manager immediately terminates all contractual agreement between the registrar and the current Manager.

In all cases 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.