

General conditions for the assignment, registration and administration of domain names under the .dk top level domain

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1. THE MAIN PRINCIPLES FOR THE ASSIGNMENT AND REGISTRATION OF DOMAIN NAMES UNDER THE .DK DOMAIN

The assignment and registration of a domain name under the .dk domain is acquired by entering into an agreement thereon with DK Hostmaster. The agreement is entered into by following the procedure set out in the present General Conditions.

DK Hostmaster assigns and registers domain names under the .dk domain on a 'first come, first served' basis. DK Hostmaster does not scrutinise whether the domain name violates third-parties' trademark rights or rights to other distinctive marks.

DK Hostmaster does not make any initial assessment of objections raised against a registration. If the parties are unable to reach agreement, the objection must be brought before the Complaints Board for Domain Names or the ordinary courts of law.

The precise rules for DK Hostmaster's assignment, registration and administration of domain names under the .dk domain are set out in the following provisions.

2. DEFINITIONS

By the *Agreement* is meant the agreement that is entered into between DK Hostmaster and the Registrant concerning registration of a domain name. The Agreement is subject to the provisions in the present General Conditions.

By *DIFO* is meant Danish Internet Forum. DIFO's remit is to determine the primary aims and means for the Danish part of the Internet, including the main principles for assignment, registration and administration of, and disputes over, domain names under the .dk domain.

By *DK Hostmaster* is meant DK Hostmaster A/S. DK Hostmaster is a wholly owned subsidiary of DIFO. DK Hostmaster, by delegation from DIFO, acts as a hostmaster by assigning, registering and administering second-level domain names under the .dk domain.

By *Proxy* is meant the natural or legal person who has been given a general power of attorney by the Registrant to enter into commitments in any respect in relation to DK Hostmaster. However, the proxy shall not be authorised to delegate the power of attorney to another person, unless the proxy is identical with the Registrant.

By *General Conditions* is meant the present general conditions for assignment, registration and administration of domain names under the .dk domain.

By *Complaints Board for Domain Names* is meant the independent complaints board, laid down in pursuance of the Internet Domain Names Act.

By *Registrant* is meant the natural or legal person who has applied for registration of a domain name under the .dk domain, and who has entered into an agreement thereon with DK Hostmaster, provided that DK Hostmaster assigns the domain name to the applicant.

By *Registrar* is meant a natural or legal person who has been approved by DK Hostmaster to register second-level domain names under the .dk domain for himself or herself or others. The relationship between DK Hostmaster and the Registrar is regulated by a separate agreement between the Registrar and DK Hostmaster. See the document "Registrar Agreement".

By *Zone Contact* is meant a natural or legal person registered by DK Hostmaster as the contact person responsible for one or more name servers approved by DK Hostmaster. The relationship between DK Hostmaster and the Zone Contact is basically regulated by a separate agreement between the Zone Contact and DK Hostmaster. See the document "Zone Contract Agreement". A Registrar may be a Zone Contact simultaneously, but a Zone Contact need not be a Registrar.

3. PROCEDURE FOR THE APPLICATION FOR, AND ALLOCATION AND REGISTRATION OF DOMAIN NAMES UNDER THE .DK DOMAIN

3.1 Application procedure

3.1.1 The application's contents and submission

A Registrant who wishes to be assigned a domain name shall submit a written application to DK Hostmaster via a Registrar, who will forward the application to DK Hostmaster using one of DK Hostmaster's electronic application forms.

Before submission, the Registrar shall test for active name service for the domain name on at least two name servers approved by DK Hostmaster.

The Registrant shall provide the following master information on the application:

- The domain name applied for.
- The length of the registration period of use (1, 2, 3 or 5 years)
- The Registrant's name, type of company (where applicable), address and telephone number.
- The Proxy's name, address and telephone number, if different from the Registrant himself/herself.
- Valid and active e-mail addresses (verification addresses) for both the Registrant and his or her Proxy.
- The Invoicee's name, type of company (where applicable), address and telephone number.
- A valid and active e-mail address to use for invoicing of registration charge and any fees.

3.1.2 Receipt for submission of application (tracking number)

DK Hostmaster registers the order in which applications for domain names are received by DK Hostmaster with the aid of a tracking number. On receiving the application, DK Hostmaster forwards the tracking number to the Registrar as a receipt and evidence of the application's serial number.

3.1.3 Acknowledgement of non-infringement

By his/her application, the Registrant warrants that the Registrant's reservation, registration and/or active use of the domain name applied for does not infringe third-party trademark rights, or rights to names or other distinctive marks, and that the Registrant is not aware that the reservation, registration and/or active use are otherwise contrary to this Agreement or Danish law, including the regulations concerning good domain name practice in the Internet Domain Names Act, Section 12 (1).

3.1.4 Acceptance of DK Hostmaster's rules

The Registrant agrees by the application to be subject to DK Hostmaster's rules in force at any time, including in particular the General Conditions in force at any time, and to accept rulings by the Complaints Board for Domain Names in accordance with the Complaints Board's regulations applicable at any time.

3.1.5 Digital and electronic signature

DK Hostmaster may set out more detailed rules for the use of digital or electronic signatures in the application process.

3.2 Reservation and registration

3.2.1 Reservation of a domain name

If DK Hostmaster, after looking up in its database, is able to establish that the domain name applied for has not been registered or reserved, and that the conditions for registration are otherwise fulfilled, including the Registrant having adhered to the application procedure described above, DK Hostmaster will reserve the domain name for the Registrant.

DK Hostmaster reserves domain names under the .dk domain on a 'first come, first served' basis. In the case of several applications for the same domain name, the tracking number described under item 3.1.2 is used to determine for whom the domain name will be reserved.

3.2.2 Activation and registration of the domain name

The Registrant will activate the domain name no more than 3 months after DK Hostmaster has sent a message that the domain name has been reserved for the Registrant. Immediately after activation, DK Hostmaster registers that the domain name has been assigned to the Registrant. Activation of the domain name is performed by following the procedure described in the e-mail which DK Hostmaster sends to the Registrant when DK Hostmaster establishes that the domain name applied for is available and that the conditions for registration have otherwise been fulfilled. The procedure presupposes the Registrant's confirmation that the information in DK Hostmaster's possession is correct and submitted by the Registrant with a view to acquiring the rights to the domain name in question.

In case the Registrant does not confirm the information within 2 months from the sending of the e-mail from DK Hostmaster, a new request shall be sent to the Registrant and at the same time the Registrar shall be informed of the lack of activation – also via e-mail. In case the Registrant does not respond within 1 month thereafter (a total of 3 months from the sending of the first e-mail from DK Hostmaster), DK Hostmaster will cancel the reservation of the domain name without notice, and the Registrant and the Registrar shall be notified of this by e-mail. The domain name will thus be made freely available.

3.2.3 The temporal extent of the registration

The registration of the domain name applies as long as the Agreement is in force. On termination of the Agreement for whatever reason, the Registration and assignment of the domain name to the Registrant become void.

4. RENEWAL OF REGISTRATION

4.1 Renewal through payment

The Registrant renews the registration by paying a registration charge for a new registration period. The registration of the domain name is renewed automatically for a new registration period unless the Registrant has requested otherwise.

4.2 Notification of renewal and prolongation

By the 10th of the month in which a registration period expires at the latest, DK Hostmaster sends an invoice, cf. item 6.5, for the registration charge for the coming registration period. Unless the Registrant has notified a change in the length of the registration period, a registration period of the same length as the current registration period is invoiced. In the event that the Registrant wishes to change the length of the registration period in connection with a registration renewal, this must be advised to DK Hostmaster not less than 3 months before expiry of a registration period. The registration charge is set in accordance with item 6.

4.3 Non-payment

In the event that the Registrant omits to pay the registration charge for a new registration period, the Agreement terminates automatically. However the Agreement only terminates once DK Hostmaster has warned the Registrant of non-payment in accordance with the procedure described under item 14.3.8.

5. OTHER DK HOSTMASTER SERVICES

5.1 Amendments to details in DK Hostmaster's databases

On the Registrant's request, DK Hostmaster undertakes administrative amendments to information concerning a Registrant's domain name in DK Hostmaster's databases such as amendments to company or personal details. DK Hostmaster does not require payment for this.

The application by the Registrant or his/her Proxy must be made by ordinary post or by e-mail with an instructing document in PDF format or by using another communication channel as prescribed by DK Hostmaster. The document must moreover contain the Registrant's or Proxy's user ID and PIN code to allow DK Hostmaster to validate the application. If the Registrant wishes to replace one Proxy with another, the document must be signed by the Registrant with his or her user ID and PIN code.

5.2 Change of Internet service provider (redelegation)

The Registrant has a right to have his/her domain name transferred from one Internet service provider to another (redelegation).

Redelegation can be carried out on the following conditions:

- DK Hostmaster has received an electronic redelegation application as defined by DK Hostmaster. The form for this is available at www.dk-hostmaster.dk.
- DK Hostmaster has received a confirmation for redelegation from the verification address to an enquiry sent to the verification address.
- The domain name must not have been suspended at DK Hostmaster on any grounds other than an incorrectly set up or missing DNS.
- The name servers at the Internet service provider to which the domain name is to be redelegated, are authorised and registered with DK Hostmaster, and that these name servers respond authoritatively for the domain name.

Once the above conditions have been met, DK Hostmaster registers the change of Internet service provider. DK Hostmaster does not require payment for delegation.

5.3 Waiting list

DK Hostmaster maintains and administers a waiting list for domain names which have already been registered.

5.3.1 Inclusion on the waiting list

The names of all those who are entitled to register a domain name under the .dk domain can be entered on a waiting list for an already registered domain name.

Applications for inclusion on a waiting list for a domain name already registered under the .dk domain must be made to DK Hostmaster via www.dk-hostmaster.dk.

Those included on a waiting list for a domain name are obliged to inform DK Hostmaster of any changes in the information included in the application. Failure to provide information regarding changes may lead to exclusion from the waiting list.

5.3.2 Placing on the waiting list

DK Hostmaster registers applications in the order they are received and assigns a number to each application which indicates which placing the waiting list member occupies on the waiting list. DK Hostmaster notifies the waiting list member of this via an e-mail to the e-mail address given in the request.

5.3.3 Waiting list fee

Inclusion on a waiting list is contingent on payment of an annual fee of DKK 75 incl. VAT per domain name. The amount is paid to DK Hostmaster, the first time when included on the waiting list. Failure to pay shall result in deletion from the waiting list in accordance with DK Hostmaster's reminder procedure in force at any time.

5.3.4 Assignment of a domain name

Once registration of a domain name, for which a waiting list has been created, has been deleted, the waiting list members are advised of this via e-mail to the e-mail addresses given by the waiting list members. The waiting list members then have 14 days in which to indicate whether they are still interested in the domain name in question. The domain name will then be assigned in accordance with the placing on the waiting list so that the waiting list member who has been waiting longest and still requires it, will be assigned the domain name.

5.4 Specially qualified domain name (VID)

5.4.1 Assignment of VID status

On special request, the Registrant can have Very Important Domain (VID) status assigned to his/her domain name.

The agreement for this can only be made by Registrants with permanent residence in Denmark, or by Registrants represented by a Proxy with permanent residence in Denmark.

The application is made using the application form at www.dk-hostmaster.dk. The application shall include the details indicated on the application form, including in particular a Danish postal address and current e-mail address for the Registrant and/or his/her Proxy.

The application shall be approved by DK Hostmaster if the Registrant's or Proxy's Danish address can be verified in the CPR or CVR registers. If not, the application is rejected. Notification of assignment or rejection of assignment is sent to the e-mail address advised in the application.

5.4.2 Automatic registration of address amendments

DK Hostmaster checks during the term of the Agreement the Registrant's or Proxy's address amendments, so that as these are recorded in the CVR/CPR registers, they are automatically recorded with DK Hostmaster. Amendments are recorded in respect of the address provided on the application form. DK Hostmaster's recording of amendments presupposes that the address provided on the application form is correctly and precisely stated.

5.4.3 Warning of termination

If DK Hostmaster intends to cancel the Agreement as a result of non-payment, non-submission of a declaration of non-infringement, or lack of name server connection by the Registrant, DK Hostmaster will follow a special warning procedure before a VID name is deleted, cf. item 14.3.8. The procedure entails that the domain name may not be deleted before a warning is sent by registered post to the Registrant's or Proxy's postal address. This special warning procedure does not apply to termination of the Agreement for reasons other than those stated above.

5.4.4 Fees

DK Hostmaster charges an annual fee of DKK 50 incl. VAT per VID name to cover DK Hostmaster's administrative costs for the arrangement.

If the scheme comes into force during a registration period, a proportional fee is charged, calculated from the next quarter until expiry of the current registration period. As a rule, the fee is charged in advance and, in the case of a registration renewal, at the same time as the renewal. In all cases, an invoice is sent to the invoice address of the domain name in question.

If the Registrant cancels the arrangement or terminates registration of the domain name in question, DK Hostmaster will not refund any prepaid fee, regardless of the reason for the cancellation.

6. PAYMENT

6.1 Registration charge and fees

The registration charge for a domain name is DKK 45 (1-year registration period), DKK 90 (2-year registration period), DKK 135 (3-year registration period) or DKK 180 (5-year registration period). All amounts are given inclusive of VAT.

The fee for inclusion on a waiting list is DKK 75 incl. VAT per annum, cf. item 5.3.3. The fee for enrolment into the VID scheme is DKK 50 incl. VAT per annum, cf. item 5.4.4. The fee for sending a physical invoice is DKK 12.50 incl. VAT per invoice. Other fees are set out in the individual provisions of the present General Conditions.

6.2 Payment for first registration period

The Registrar pays, on the Registrant's behalf, the registration charge for the first selected registration period to DK Hostmaster, as well as the fee for VID names, if this service has been selected at the time of application. The payments cover the first registration period, which runs from the reservation date for the remainder of the calendar month and for an entire year or years thereafter.

6.3 Payment for subsequent registration periods

The registration charge and fees for subsequent registration periods are paid by the Registrant.

6.4 Means of payment

Payment of all registration charges and any fees should be made via Payment Business Services - PBS, or other electronic medium prescribed by DK Hostmaster.

6.5 Invoicing

DK Hostmaster sends electronic invoices to the e-mail address specified by the Registrant for invoicing purposes.

DK Hostmaster only sends physical invoices if the Registrant or Proxy request this. DK Hostmaster charges a fee of DKK 12.50 incl. VAT per physical invoice.

7. THE REGISTRANT'S OTHER OBLIGATIONS

7.1 In general

The Registrant shall at all times fulfil the obligations set out in the Agreement.

7.2 Connection to name servers

The Registrant shall ensure that, through a Zone Contact who has signed an agreement with DK Hostmaster, the domain is connected to at least two name servers approved by DK Hostmaster. If two name servers are not connected, the domain name will be unavailable and may be deleted in accordance with the procedure in item 14.3.3 if the matter is not rectified on request to do so from DK Hostmaster. If the Zone Contact cancels his zone contact agreement with DK Hostmaster, DK Hostmaster will, from the date the cancellation takes effect, disconnect the name servers in question, after which the domain name will be unavailable. It is the Registrant's responsibility to get the domain name connected to two other name servers, if he/she wishes to keep the domain name available.

7.3 Notification of contact information and amendments thereto

The Registrant has an obligation to inform DK Hostmaster about changes to master information relating to the domain name, including invoicing address and changes of name and address of the Registrant or his or her Proxy. Notification of changes must be performed via the self-service module on DK Hostmaster's website using a user ID and PIN code.

7.4 Prohibition against warehousing

The Registrant may not reserve, register and maintain registrations of domain names solely with a view to reselling or renting them, cf. the Internet Domain Names Act Section 12 (2). For domain names registered at the time the Act came into force on 1 July 2005, the prohibition comes into force as of 1 July 2010, cf. Section 27 (3) of the Act.

8. OBJECTIONS TO RESERVATION AND REGISTRATION

8.1 No verification in connection with reservation and registration

DK Hostmaster does not undertake any verification of whether the domain name conflicts with a third-party's trademark rights or rights to names or other distinctive marks, or infringes a third-party's right in any other way. Reservation and registration of the domain name therefore do not mean that a third party cannot raise an objection to the reservation or registration.

8.2 Registration of objections

Objections against effected reservations and registrations shall in the first instance be made to the Registrant.

When DK Hostmaster has received notification from the Complaints Board for Domain Names or from the Registrant or from a third party concerning an ongoing dispute, DK Hostmaster will record this against the master information for the domain name in question so that data on the Registrant cannot be changed without the authorisation of DK Hostmaster's Managing Director. DK Hostmaster advises the Registrant of the registration via his/her verification address unless it is made by the Complaints Board for Domain Names, which, in this case, will advise the Registrant.

The registration will be removed when DK Hostmaster receives notice from the Complaints Board for Domain Names concerning the decision on a complaint, or receives documentation from the Registrant

or a third party concerning a judicial decision or compromise, unless DK Hostmaster receives substantiated information that a legal dispute is still ongoing in respect of the domain name.

A third party's objection and the registration thereof do not preclude suspension and/or deletion of the disputed domain name on the grounds of the Registrant's failure to comply with the Agreement, including the Registrant's default on payment obligations to DK Hostmaster.

8.3 Assessment of objections

8.3.1 In general – no assessment of objections

DK Hostmaster does not in the first instance make any assessment of objections raised. If the parties are unable to reach agreement, the objection must be brought before the Complaints Board for Domain Names or the ordinary courts of law.

However, in the cases below DK Hostmaster can itself opt to assess an objection and suspend, amend or delete a reservation or registration.

8.3.2 Non-submission of a declaration of non-infringement

DK Hostmaster is at any time entitled, but not obliged, to request the Registrant to submit a declaration that the Registrant warrants that the Registrant's registration and/or active use of the domain name applied for does not infringe a third party's trademark rights or rights to names or other distinctive marks, and that the Registrant is not aware that the reservation, registration and/or active use are otherwise contrary to Danish law. If DK Hostmaster has not received such a declaration within 30 days of DK Hostmaster sending the request, DK Hostmaster is entitled, but not obliged, to amend or delete the reservation or registration.

8.3.3 Request from public authority and use in manifest breach of Danish legislation

If, in accordance with legislation, a competent public authority raises an objection against a reservation or registration, in cases where the domain name is manifestly being reserved, registered and/or actively used contrary to Danish legislation, DK Hostmaster's Managing Director, in consultation with DK Hostmaster's board of directors, may delete or amend the reservation or registration in accordance with the request.

8.3.4 Suspension and deletion in connection with manifest and illegal risk of confusion

The managing director of DK Hostmaster and the chairman of the board of DIFO may jointly suspend a domain name (i.e. delist a name server reference), if it is manifest that the purpose of the Registrant's active use of the domain name is to illegally create confusion with a third party's identity, domain name, website, trademark or other distinctive marks and the circumstances go against waiting for a decision from the Complaints Board for Domain Names, the courts of law or the public authorities. When the suspension issue is taken under consideration, the Registrant shall be informed thereof by either e-mail or telephone and shall at the same time be urged to eliminate the risk of confusion. DK Hostmaster and DIFO accept no responsibility for non-receipt of the notification, and DK Hostmaster and DIFO shall be entitled to suspend the domain name notwithstanding that a sent notification may have failed to arrive or otherwise come to the Registrant's knowledge, and regardless of whether after receipt the Registrant has had the opportunity to respond to the notification. The special warning procedure for qualified domain names, cf. item 2.5.7, shall not apply.

If the Registrant does not present DK Hostmaster with a documented solution within 14 days of suspension, which will, in the opinion of both the managing director of DK Hostmaster and the chairman of the board of DIFO, eliminate the risk of confusion, DK Hostmaster shall bring the case before the Complaints Board for Domain Names for a decision as to whether the suspension shall lead to deletion or whether it shall be cancelled. The Registrant can bring the suspension decision before the Complaints Board for Domain Names within the 14-day making-good period.

In repeat cases where the domain names concerned have been suspended before, the case can be brought before the Complaints Board for Domain Names at the same time as the suspension without observing the 14-day making-good period.

The Registrant can bring the decision of the Complaints Board before the courts of law.

8.3.5 Suspension and deletion of domain names for safety and social reasons

The managing director of DK Hostmaster and the chairman of the board of DIFO may jointly suspend a domain name that is actively being used by the Registrant, if the domain name is actively being used in connection with manifestly illegal acts or omissions, which are not covered by the provisions in item 4.2.1. However, the domain name can only be suspended for significant safety or social reasons, and if these reasons go against letting a suspension or deletion await a decision from the Complaints Board for Domain Names, the courts of law or the public authorities.

When the suspension issue is taken under consideration, the Registrant shall be informed thereof by either e-mail or telephone and shall at the same time be urged to eliminate the problem concerned. DK Hostmaster and DIFO accept no responsibility for non-receipt of the notification, and DK Hostmaster and DIFO shall be entitled to suspend the domain name notwithstanding that a sent notification may have failed to arrive or otherwise come to the Registrant's knowledge, and regardless of whether after receipt the Registrant has had the opportunity to respond to the notification. The special warning procedure for qualified domain names, cf. item 2.5.7, shall not apply.

If the Registrant does not present DK Hostmaster with a documented solution within 14 days of suspension, which will, in the opinion of both the managing director of DK Hostmaster and the chairman of the board of DIFO, solve the problem, the suspension shall be brought before DIFO's board of directors for a final decision as to whether the suspension shall lead to deletion or whether it shall be cancelled.

In repeat cases where the domain names concerned have been suspended before, the case can be brought before DIFO's board of directors at the same time as the suspension without observing the 14-day making-good period.

DIFO's decision cannot be brought before the Complaints Board for Domain Names, but may be brought before the ordinary courts of law.

8.3.6 Suspension and deletion of a domain name in the event of typosquatting

If the Registrant of a domain name which is subject to active public use (e.g. for the operation of a homepage) notifies DK Hostmaster that a nearly identical domain name has been subsequently put into active use, with the risk that Internet users who are looking for the notifier's domain name, through an input error are directed to a webpage or other service available under the notified domain name, the managing director of DK Hostmaster and the chair of the board of DIFO may jointly decide to suspend the notified domain name under the following conditions:

- a. There must be an obvious risk of Internet users who are looking for the Registrant's domain name, through an input error being directed to a webpage or other service available under the notified domain name,
- b. The Registrant of the notified domain name has no trademark rights, rights to names or other distinctive marks in respect of the notified domain name, and
- c. The Registrant of the notified domain name or another person who may be suspected of operating a business in close association with him or her has undertaken registration of other domain names with an evident risk of confusion, as mentioned above.

Before the decision on suspension is made, the Registrant of the notified domain name shall be heard with a deadline of 72 hours. DK Hostmaster notifies the Registrant either by e-mail or by telephone. DK Hostmaster and DIFO accept no responsibility for non-receipt of the notification, and DK Hostmaster and DIFO shall be entitled to suspend and delete the domain name notwithstanding that a sent notification may have failed to arrive or otherwise come to the Registrant's knowledge, and regardless of whether after receipt the Registrant has had the opportunity to respond to the notification. The special warning procedure for qualified domain names, cf. item 14.3.8, shall not apply.

The decision to suspend the notified domain name may be brought before the Complaints Board for Domain Names with DK Hostmaster as the complainee. Bringing a case has no staying effect.

If the case is not brought before the Complaints Board within 4 weeks of the decision being notified to the Registrant, DK Hostmaster deletes the notified domain name.

8.3.7 Right of a third party to pursue a dispute

The above suspension rules shall not restrict a third party's right to bring a complaint regarding the domain name concerned before the Complaints Board for Domain Names or a court of law at any time.

8.3.8 Consequences for existing and new domain names

The above suspension rules apply to both new and registered domain names at the time of the rules coming into force.

9. PUBLICATION OF DETAILS

Details of reserved and registered domain names, including the Registrant's identity, are kept publicly available via DK Hostmaster's whois service, cf. the Internet Domain Names Act, Section 8 (1). On request from a Registrant, DK Hostmaster will ensure that the name, address and identity of the person concerned will not be made publicly available, if, in accordance with other legislation, these details are exempt from being published. The details may, however, be forwarded to the Complaints Board for Domain Names in connection with the hearing of specific cases and otherwise to other parties to the extent permitted in pursuance of other legislation, cf. the Internet Domain Names Act, Section 8 (2).

10. EXCLUSION OF LIABILITY

Neither DK Hostmaster nor DIFO are responsible for the Registrant's reservation, registration or active use of the domain name, including any infringement of third-party rights. The Registrant shall be obliged to indemnify DIFO and DK Hostmaster in connection with any disputes or legal proceedings regarding the use of the name, also including any disputes regarding subsidiary levels of the name.

As DK Hostmaster carries out no verification of the domain name, reservation and registration of a domain name is not synonymous with any acquisition of rights or ownership of the domain name itself, or the name or trademark rights, etc., that may be connected with the domain name.

Neither DK Hostmaster, DIFO nor their managing directors or board members may be held liable for any losses that a decision to suspend, delete or transfer a domain name might involve, if the grounds for liability are in the nature of ordinary negligence. In any case, the liability for damages shall be limited to a total of DKK 100,000 per suspension, deletion and/or transfer. In no circumstances shall it be possible to claim damages due to a decision *not* to suspend, delete or transfer a domain name.

DK Hostmaster is not responsible for the Registrant's indirect losses, including but not limited to lost profits and losses caused by lost or damaged data.

11. TRANSFER OF A DOMAIN NAME

11.1 Right to transfer

The Registrant may transfer the domain name to a third party.

The current and future Registrants shall notify this in writing to DK Hostmaster, through a Registrar, if appropriate. The notification shall contain the same master information and warranty from the new Registrant as that which appears in a domain name application, cf. item 3.1.1. The transfer shall be performed using the self-service facility at www.dk-hostmaster.dk. Through the transfer, the new Registrant assumes all the previous Registrant's rights and obligations in accordance with the Agreement.

11.2 Transfer of disputed domain names

A domain name, concerning which there is a current dispute pending through the Complaints Board for Domain Names or a court of law, registered by DK Hostmaster against the master information for the domain name in question, may only be transferred to a third party with the authorisation of DK Hostmaster's Managing Director.

DK Hostmaster may delete a disputed domain name in the same way as for other domain names, if the Registrant materially breaches the Agreement, cf. reasons for termination in item 14.3. If a third party – following deletion of a disputed domain name – makes a new registration of the domain name, this is not considered a transfer in accordance with item 11.2.

If the Complaints Board for Domain Names or a Danish or foreign court of law or arbitration has come to a decision that the domain name is to be transferred from the Registrant to a third party, DK Hostmaster will transfer the domain name. The new Registrant shall follow the procedure for application, assignment and registration under item 3, but in such a manner that the details supplied are given not to a Registrar but direct to DK Hostmaster.

12. EXTENSION OF THE CHARACTER SET

12.1 Right to extend the character set

The character set for the .dk domain will at all times be made publicly available via www.dk-hostmaster.dk. The character set may, with at least one month's notice, be extended by DK Hostmaster following a decision by DIFO. Before the change comes into effect it shall be ensured that the new character set is supported by robust technical solutions. To the extent that justifiable doubt can be raised to the contrary the public shall be given the opportunity to comment on such proposed changes.

12.2 Assignment and registration of new domain name on extension of the character set

On an extension of the character set for the .dk domain, the following rules apply to applications for assignment and registration of domain names including one or more of the characters with which the character set for domain names is being extended.

12.2.1 Application for registration

An application for registration of the domain name must be made to DK Hostmaster via an approved Registrar on an application form produced by DK Hostmaster.

Only one application per domain name per applicant may be submitted. DK Hostmaster may refuse to accept applications which are clearly intended to improve an applicant's chance of subsequent registration.

An application shall be submitted to DK Hostmaster during a period of 30 days from when DK Hostmaster's decision to extend the character set for the .dk domain comes into force.

The applicant is obliged to inform DK Hostmaster of changes to the details submitted with the application. Failure to provide information regarding changes may lead to lapse of the application.

12.2.2 Procedure for assignment and registration

A single applicant

If, after expiry of the period of 30 days specified above under 12.2.1, there is only one applicant for the domain name, DK Hostmaster will assign the domain name to this applicant.

Several applicants

If, after expiry of the period of 30 days specified above under 12.2.1, there is more than one applicant for the domain name, assignment will be made in accordance with the following rules.

DK Hostmaster will request the applicants to deposit DKK 5,000 incl. VAT within ten days from the date on which DK Hostmaster sends out the request. The amount comprises security for payment of the registration charge for the first registration period in the event that the domain name is assigned, as well as coverage of any costs awarded an opposing party through a dispute settled by the Complaints Board for Domain Names. The payment must be deposited in an escrow account at a bank indicated by DK Hostmaster. The account is in the name of DK Hostmaster, but is subject to a proviso so that payments can only be made from it in accordance with these rules. If only one applicant deposits payment, DK Hostmaster will register the domain name to this applicant. The deposited amount (DKK 5,000 incl. VAT) then comprises the registration charge for the first registration period for the domain name and coverage of any costs. If none of the applicants deposits the amount, DK Hostmaster will draw lots between the applicants and register the domain name to the winner of the draw.

If more than one applicant has deposited DKK 5,000 incl. VAT, they shall each deposit a further DKK 5,000 incl. VAT into the account indicated by DK Hostmaster within ten days of DK Hostmaster sending a request so to do. The amount comprises security for payment of the registration charge for the first registration period in the case that the domain name is assigned, as well as coverage for any costs awarded an opposing party through a dispute settled by the Complaints Board for Domain Names. If only one applicant deposits this further payment, DK Hostmaster will register the domain name to this applicant. The deposited amount (DKK 10,000 incl. VAT) then comprises the registration charge for the first registration period for the domain name and coverage of any costs. If none of the applicants deposits the further amount, DK Hostmaster will draw lots between the remaining applicants and register the domain name to the winner of the draw. The deposited amount (DKK 5,000 incl. VAT) then comprises the registration charge for the first registration period for the domain name and coverage of any costs.

If more than one applicant has then deposited DKK 5,000 incl. VAT twice, they shall each deposit a further DKK 5,000 incl. VAT into the account indicated by DK Hostmaster within ten days of DK Hostmaster sending a request so to do. The amount comprises security for payment of the registration charge for the first registration period in the case that the domain name is assigned, as well as coverage for any costs awarded an opposing party through a dispute settled by the Complaints Board for Domain Names. If only one applicant deposits this further payment, DK Hostmaster will register the domain name to this applicant. The deposited amount (DKK 15,000 incl. VAT) then comprises the registration charge for the first registration period for the domain name and coverage of any costs. If none of the applicants deposits the further amount, DK Hostmaster will draw lots between the remaining applicants and register the domain name to the winner of the draw. The deposited amount (DKK 10,000 incl. VAT) then comprises the registration charge for the first registration period for the domain name and coverage of any costs.

If more than one applicant has then deposited DKK 5,000 incl. VAT three times, DK Hostmaster will draw lots between the remaining applicants and register the domain name to the winner of the draw. The deposited amount (DKK 15,000 incl. VAT) then comprises the registration charge for the first registration period for the domain name and coverage of any costs.

The three amounts specified above (DKK 5,000, DKK 10,000 and DKK 15,000) correspond to, respectively, DKK 1,000, DKK 2,500 and DKK 5,000, all incl. VAT, when the applicant applies for a domain name corresponding to the applicant's personal name.

The amount deposited in accordance with the above procedure is returned to the remitters who are not assigned the domain name at the same time as the domain name is registered as in use by the eventual Registrant. This does not, however, apply if a claim is raised through the Complaints Board for Domain Names against a depositor in the 60-day blocking period which applies if an applicant claims a special

right to the domain name, cf. immediately below under “Applicants with a special right”. In that case, the deposited amount is retained until the Complaints Board for Domain Names has made a decision on the extent of the costs to be awarded.

Applicants with a special right

If one of the applicants on the application form provides information to the effect that he or she has a special right (e.g. a right to a name or a trademark or a statutory exclusive right to use a given designation), DK Hostmaster will notify the other applicants for the domain name in question of this and of the identity of the person claiming this special right prior to the implementation of the procedure for several applicants given above.

The applicant with the stated special right decides himself/herself whether to participate in the above procedure for several applicants in spite of claiming a special right to the domain name. In this case, the applicant participates on the same standing as the other applicants and, if the procedure leads to the applicant with the claimed special right being assigned the domain name, the applicant is obliged to pay the amount specified in the procedure for several applicants.

When DK Hostmaster has registered a Registrant as the user of a domain name in accordance with the above procedure for several applicants, DK Hostmaster will block use of the domain name for a period of 60 days, so that the applicant claiming the special right can pursue this through the Complaints Board for Domain Names, for example, or the courts of law. This does not apply if the applicant with the claimed special right chooses to participate in the procedure and, in accordance with this, is assigned the domain name.

If more than one applicant states in the application form that they have a special right (e.g. a right to a name or a trademark or a statutory exclusive right to use a given designation) the assignment of the domain name will be carried out in accordance with the above, but in such a way that the competition between the applicants with a claimed special right shall be decided either by compromise between the parties - possibly through a portal solution - or, if this proves impossible, by drawing lots.

Reserving of particular domain names for registration by public authorities

In connection with an extension of the character set, the board of directors of DIFO can decide that specifically delimited domain names containing characters included in the extension can be reserved for registration by public authorities for a period of 90 days from the coming into effect of the extension. If no public authority has applied for registration within the 90 days, the domain name is released for registration on the “first-come-first-served” principle.

12.2.3 Fees

The registration request will be invoiced to the Registrar with an application fee of DKK 75 incl. VAT. The fee is due for payment irrespective of whether the request subsequently results in assignment.

13. AMENDMENTS TO GENERAL CONDITIONS

The present General Conditions may at any time be amended by DK Hostmaster, including in respect of domain names which have already been registered. The latest and hence applicable version of the General Conditions will be published on the website www.dk-hostmaster.dk. DK Hostmaster will publish amendments to the General Conditions on www.dk-hostmaster.dk at least one month before the amendments come into force.

DK Hostmaster is not obliged to issue individual notification of amendments to the General Conditions to Registrants.

14. TERMINATION

14.1 The Registrant's right of termination

The Registrant may terminate the Agreement either by sending a signed declaration to DK Hostmaster or by using the appropriate self-service facility on the website at www.dk-hostmaster.dk. Non-payment of the registration charge for a new registration period is considered to be a termination of the Agreement on the Registrant's part. On receipt of the termination, DK Hostmaster deletes the registration of the domain name from the database of domain names.

On termination of the agreement, any excess prepaid registration charge and fee will be refunded, calculated from the end of the current full-year registration period, with deduction of an administration fee of DKK 50 incl. VAT. For example, if the registration period is 5 years and the Agreement is terminated after 2.5 years, the registration charge for the last two years is refunded after deduction of an administration fee.

14.2 DK Hostmaster's right of termination

14.2.1 Cessation of hostmaster function

DK Hostmaster can terminate the Agreement, if DK Hostmaster ceases its hostmaster function for the .dk domain. If DK Hostmaster terminates the Agreement before expiry of the registration period, this does not entail repayment of paid-up registration charges and fees for the domain name.

14.2.2 Cancellation in the public interest

DK Hostmaster may terminate the Agreement and delete the domain name registration, if DIFO deems that there is a need to cancel the domain name in the public interest and instructs DK Hostmaster accordingly. The termination may be made without warning.

If the domain name has been in active use as part of the Registrant's ordinary activities, reasonable compensation may be awarded to the Registrant, which will be defrayed by DIFO.

14.3 DK Hostmaster's right of cancellation

14.3.1 Non-payment

DK Hostmaster can cancel the Agreement and delete the registration of the domain name if the Registrant or his/her Proxy do not make payments owed. Deletion of a domain name due to non-payment of amounts owed is a last step in DK Hostmaster's reminder and warning procedure applicable at any time.

14.3.2. Non-submission of a declaration of non-infringement

DK Hostmaster may cancel the Agreement and delete or amend the registration of the domain name if the Registrant does not comply with a request from DK Hostmaster to submit a declaration that the Registrant warrants that the Registrant's registration and/or active use of the domain name applied for does not infringe a third party's trademark rights or rights to names or other distinctive marks, and that the Registrant is not aware that the reservation, registration and/or active use are otherwise contrary to the Agreement or Danish law.

14.3.3 Lack of name server connection

DK Hostmaster may cancel the Agreement and delete the registration of the domain name if the Registrant does not maintain a DNS service for the domain name on at least two DK Hostmaster-approved name servers.

14.3.4 Judicial decision or injunction

DK Hostmaster shall cancel the Agreement and delete or amend the reservation or registration of the domain name if there is a judicial decision to this effect from a Danish or foreign court of law or

arbitration, if the Complaints Board for Domain Names has made a ruling to this effect, or if a competent public authority has issued a valid injunction to this effect.

14.3.5 Request from public authority and use in manifest breach of Danish legislation

In consultation with the board of directors of DK Hostmaster, the Managing Director of DK Hostmaster shall cancel the Agreement and delete or amend the reservation or registration of the domain name, if a request to this effect has been made by a legally competent public authority and the domain name is manifestly being reserved, registered or actively used contrary to Danish legislation.

14.3.6 Instruction from DIFO

DK Hostmaster shall cancel the Agreement and delete or amend the registration of a domain name, if the board of directors of DIFO has made a unanimous decision to this effect and this decision has not been brought before a Danish court of law within 30 days of the Registrant being informed of the decision.

14.3.7 Other material breach

DK Hostmaster may cancel the Agreement and delete the registration of a domain name if the Registrant otherwise materially breaches the Agreement, including but not limited to failure to update the master information for the domain name, cf. 3.1.1.

14.3.8 Warning

In the situations given in items 14.3.4-14.3.7, DK Hostmaster is entitled to cancel the Agreement and delete and/or amend the reservation or registration of the domain name without warning once the circumstances warranting the cancellation have arisen.

In the situations given in items 14.3.1-14.3.3, DK Hostmaster is only entitled to cancel the Agreement and delete and/or amend the registration of the domain name by observing the following warning rules.

Ordinary domain names DK Hostmaster sends by e-mail a demand for remedy of the circumstances warranting cancellation to the verification address which the Registrant or his/her Proxy have most recently provided to DK Hostmaster. The demand shall state that failure to comply may lead to cancellation of the Agreement and deletion or amendment of the registration.

If the demand is not complied with within 14 days of despatch, DK Hostmaster suspends the domain name by disconnecting the related name service. The domain name is exempt from deletion and renewed registration for a period of at least 3 months from the despatch of the notification.

DK Hostmaster charges a restoration fee of DKK 125 incl. VAT per domain name, if the Registrant wishes a name service for the domain name to be restored after suspension and before final deletion.

It is the Registrant's responsibility that the verification address provided is working and in use at the time of despatch. DK Hostmaster accepts no responsibility for non-receipt of the notification and DK Hostmaster reserves the right to undertake suspension and deletion of a registration notwithstanding that a sent notification may have failed to arrive or otherwise come to the Registrant's knowledge.

VID names

DK Hostmaster sends by e-mail a demand for remedy of the circumstances warranting cancellation to the verification address which the Registrant has most recently provided to DK Hostmaster.

If the Registrant or his/her Proxy does not respond to the demand, by answering DK Hostmaster's e-mail message, by paying any amounts due, or in another fashion, within 14 days from the despatch at the latest, DK Hostmaster subsequently sends the demand by registered post to the Proxy.

If the demand is not complied with within 14 days of despatch of the demand by registered post, DK Hostmaster suspends the domain name by disconnecting the related name service. The domain name is

