



Terms and Conditions  
***for .eu, .eu and .eu Domain Names***

EURid vzw

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# Colophon

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These terms and conditions (“**Terms and Conditions**”) constitute a binding agreement between EURid, the Registry and you, the Domain Name Holder.

By registering or renewing your Domain Name, you confirm that you have read, understood and agree to be bound by these Terms and Conditions, which may be updated as set forth below.

## 1. Definitions

<b>Term</b>	<b>Definition</b>
<b>Domain Name</b>	means a domain name under the .eu Top Level Domain and its variants in other scripts (.eu and .eu).
<b>Domain Name Holder, Registrant or you(r)</b>	refers to the natural person, or the legal entity represented by an authorised person acting on behalf of such legal entity, who has registered a Domain Name via a Registrar.
<b>On Hold</b>	means that the Domain Name cannot be transferred to a new Domain Name Holder and/or to another Registrar and that the Domain Name Holder cannot change the registration data related to the Domain Name pending the outcome of an ADR or court proceeding.
<b>Registrar</b>	means the natural person or legal entity that is accredited by us to provide registration services to the Domain Name Holder, either directly or via its resellers, agents or sub-contractors in accordance with these Terms and Conditions.
<b>Registry, EURid, or we/us</b>	means the not-for-profit association EURid vzw (RPR Brussel – VAT BE 0864.240.405, with a registered office at Telecomlaan 9, 1831 Diegem, Belgium) appointed by the European Commission as the registry manager of the .eu Top Level Domain and its variants in other scripts (.eu and .eu).
<b>Revoke(d) / Revocation / Revoking</b>	means that the Domain Name is (temporarily) inactive, subject to investigation, the outcome of which resulting in the domain name being reinstated or made available for registration on a first-come, first-served basis.

<b>Term</b>	<b>Definition</b>
<b>Rules</b>	means all (EU) legislation, regulations and rules applicable to domain names under the .eu and its variants in other scripts, these Terms and Conditions, ADR Rules, Privacy Policy and other applicable policies, rules and/or regulations as published on the Website.
<b>Website</b>	refers to the official website of the Registry ( <a href="http://eurid.eu">eurid.eu</a> ) or other websites referred to.

## 2. Registering your Domain Name

You may register a Domain Name via a Registrar based on a first-come, first-served basis provided that you meet the eligibility criteria set forth herein, that the Domain Name is available and that it meets the technical requirements as published on our Website.

Your Domain Name registration may be subject to verification of your registration data and to some additional security checks at any time, either before or after your Domain Name is included in the .eu, .eu or .eu zone and functioning.

You may transfer your Domain Name to another Registrar and/or to a new Domain Name Holder who meets the eligibility criteria in accordance with the procedure indicated on our Website.

## 3. Your obligations

Throughout the Term of your Domain Name registration, you must:

- a. abide by all applicable Rules and meet the following eligibility criteria:
  - i. you are a citizen of the European Union, Iceland, Liechtenstein or Norway, irrespective of your place of residence; or
  - ii. you are a natural person who is not a citizen of the European Union, Iceland, Liechtenstein or Norway, but you are a resident of a European Union Member State, Iceland, Liechtenstein or Norway; or
  - iii. you are an undertaking established in the European Union, Iceland, Liechtenstein or Norway; or
  - iv. you are an organisation established in the European Union, Iceland, Liechtenstein or Norway without prejudice to the application of national law;

- b. keep your registration data accurate, complete and up-to-date at all times. Your registration data must be your own data and must not be that of your Registrar, or of a proxy holder or a representative of a natural person or legal entity who does not meet the eligibility criteria. You may at any time check your registration data via the web-based WHOIS or the secure registrant portal available on our Website. If your registration data needs to be updated, you may update it via your Registrar only. Inaccurate registration data shall constitute breach of these Terms and Conditions and grounds for Revocation of your Domain Name;
- c. provide us, upon request, with all information verifying your registration data;
- d. ensure that your registration data includes a functioning e-mail address where you can be reached directly;
- e. not register or use your Domain Name in a speculative or abusive way, in a way that violates any third-party rights, applicable laws or regulations, in bad faith, contrary to public interest or morality, or for any unlawful purpose;
- f. notify us promptly of any legal proceedings relating to your Domain Name.

## 4. Term, renewal and termination

The (renewable) term of your Domain Name registration (“**Term**”) starts upon its registration date and ranges from one (1) to ten (10) years. Unless otherwise stated herein or unless otherwise agreed, the Term shall be tacitly renewed for consecutive periods of one (1) year.

It is not possible to terminate your Domain Name registration directly with us. You may terminate your Domain Name registration in accordance with your agreement with your Registrar. Such termination shall only take effect if we receive a deletion request via your Registrar before the end of the Term. If no such request is received, the applicable renewal fee is due.

We may terminate your Domain Name registration and Revoke your Domain Name in the following cases:

- a. upon notification of a final court decision from a Member State, Iceland, Liechtenstein or Norway considering the Domain Name defamatory, racist or contrary to public policy or public security under Union law or national law that complies with Union law;
- b. upon notification of an alternative dispute resolution (“**ADR**”) decision or a final court decision from a Member State, Iceland, Liechtenstein or Norway considering the Domain Name identical or confusingly similar to a name in respect of which a right is established by Union or national law and which has been registered without any rights or legitimate interest in the name or has been registered or is being used in bad faith;
- c. outstanding unpaid debts owed to us;

- d. you do not fulfil the Eligibility Criteria;
- e. you are in breach of our Rules.

Before Revoking your Domain Name we shall notify you by e-mail affording you the opportunity to remedy, where possible, the grounds for Revocation. If the grounds for Revocation are not or cannot be remedied in due time, we shall Revoke the Domain Name.

## 5. Fees and payment

The applicable fees that we charge to your Registrar for all paid transactions, such as the registration, renewal, extension, transfer, registry lock and reactivation of your Domain Name, are posted on our Website.

You are solely liable for the timely payment to your Registrar of any fees related to your Domain Name which we subsequently receive via your Registrar. We are not responsible for any failure on the part of the Registrar in this respect, including where such failure results in the non-registration, deletion or Revocation of your Domain Name.

## 6. Disputes

Without prejudice to court proceedings, any dispute related to your Domain Name shall be conducted through an ADR provider in accordance with the Rules. In case of a dispute, your Domain Name will be put “On Hold” upon written notification of a pending ADR or court proceeding until such proceedings are terminated and we have been notified of the relevant decision.

## 7. Liability

We cannot be held liable for any loss, including direct or indirect loss, consequential loss and loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the registration or use of your Domain Name or the use of our software or our Website, even when advised of the possibility of such loss, including but not limited to:

- a. registration or renewal of (or the failure to register or renew) a Domain Name in favour of a Domain Name Holder or a third party due to an error concerning their identity or contact information;
- b. termination of our authority to register Domain Names in the Top Level Domain;
- c. rights that third parties might claim over a Domain Name;

- d. technical problems or faults;
- e. transfer or absence of transfer of a Domain Name;
- f. acts or omissions on the part of the Registrar, including where such failure results in the non-registration or deletion of the Domain Name concerned.

In the event that we are requested by any law enforcement authority to take any action against a Domain Name (including, but not limited to, redirecting or Revoking a Domain Name), we will comply with such a request. We cannot be held liable for any damages and/or losses suffered by you or any third party as a result of such compliance.

In any event, our liability for damages is limited to the amount of the registration fee that applies at the time the dispute is raised with us. You agree that no greater or other damages may be claimed from us.

You are liable for any costs, expenses or damages that we may incur due to your breach of these Terms and Conditions. Furthermore, you shall not hold us responsible in the event of claims filed or disputes initiated by third parties, and you shall compensate us for any costs or expenses incurred or damages that we may suffer through third parties taking action against us on the grounds that the registration or use of your Domain Name infringes the rights of said third parties.

## **8. Applicable law and jurisdiction**

These Terms and Conditions are subject to Belgian law. In the event of any dispute between EURid and you, the courts in Brussels (Belgium) shall have exclusive jurisdiction.

## **9. Protection of personal data**

By registering and renewing your Domain Name and accepting these Terms and Conditions, you and, if applicable, any other contact person linked to your Domain Name authorise us to process your personal and other data required to operate the Domain Name system in accordance with the Rules made available on our Website.

## **10. Revision**

Your Domain Name will be subject to the Rules in effect on the date your Domain Name is registered or renewed, whichever is the later. We may modify these Terms and Conditions at any time; in such event we shall post the modified Terms and Conditions on our Website and/or notify you at least thirty (30) days before the new terms become effective. We may dispense with the notice period of thirty (30) days in the case of purely technical or procedural modifications. Such



modifications will take effect at the time the notification is sent or when they are announced on our Website. Possible legacies relating to Domain Names registered prior to the effective date of such modified Terms and Conditions are subject to the procedures posted on our Website.

## **11. Miscellaneous**

We reserve the right to contact you at any time concerning matters related to your Domain Name. Any official communication between us shall be conducted in one of the official languages of the European Union via the e-mail address that you provided upon registration of your Domain Name.

Any technical and procedural information related to your Domain Name can be found on our Website.

In case of discrepancy between the different language versions of these Terms and Conditions, the English version shall prevail.