

## Registrant Terms and Conditions – Effective from 1 July 2019

### 1.1 Definitions

- **“Abusively”** shall have the meaning set out in the Alternative Dispute Resolution Policy as set out on the Site from time to time
- **“Acceptable Use Rules”** means the provisions of the WHOIS Policy as published on the Site from time to time;
- **“Alternative Dispute Resolution Service Provider”** means the party appointed to operate the alternative dispute resolution services as set out on the Site from time to time;
- **“Agreement”** means the contract between the Registrant and IEDR comprising these terms and conditions as modified from time to time and the Rules;
- **“Alternative Dispute Resolution Policy”** means the alternative dispute resolution mechanism for resolving disputes regarding .ie domains as available on the Site from time to time. The process may involve mediation between the Parties.
- **“Bad Faith”** shall have that meaning as set out in clause 10(A)(3)(b) below;
- **“Clause”** means a clause in these Registrant Terms and Conditions;
- **“Data Protection Legislation”** means the Data Protection Acts 1988 and 2003 and 2018 (as amended) and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 as amended from time to time and any regulations or enactments thereunder, Directive 95/46EU, Directive 2002/58/EC, the General Data Protection Regulation (EU) 2016/679 and any other EU regulations, directives, decisions or guidelines on data protection or data privacy and guidance issued by the Office of the Data Protection Commissioner;
- **“Dispute Resolution Policy”** means the formal procedure for disputing .ie domain registrations which is operated by the World Intellectual Property Organisation (WIPO);
- **“Distance Selling Regulations”** means the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 as may be amended from time to time;
- **“Domain Name”** means a domain name registered under the “.ie” top level domain;
- **“IEDR”** means the Irish not for profit organisation IE Domain Registry CLG currently situated at 2 Harbour Square, 4th Floor, Dun Laoghaire, Co Dublin, administrator of the “.ie” domain;
- **“Legal Person”** means any incorporated entity, commercial individual or entity or State Agency/Statutory Body;
- **“Legitimate Interests”** shall have that meaning as set out in clause 10(A)(3)(c) below;
- **“Personal Data”** has the meaning ascribed to it in the Data Protection Legislation;
- **“Privacy Policy”** means the privacy policy of IEDR, which includes the Privacy Statement, as published on the Site from time to time, applicable to each Registrant and each Registrar in which, amongst other things, each consent to IEDR collecting and processing Personal Data in accordance with the policy;
- **“Registrar”** means the undertaking that enters into a non-exclusive registrar agreement with IEDR and obtains from IEDR the right to apply for the registration and renewal of Domain Names under the “.ie” domain on behalf of future Registrants and Registrants respectively;
- **“Registrant”** means the person having obtained the registration of a particular name in the “.ie” domain;
- **“Register”** means the database of all registered .ie Domain Names, operated by IEDR;
- **“Rules”** mean all rules and regulations applicable to the .ie Top Level Domain, including without limitation the IEDR Registration and Naming Policy, the Acceptable Use Rules, the WHOIS Policy, the Privacy Policy, the Dispute Resolution Policy, the Alternative Dispute Resolution Policy, the Data and Document Retention Policy, as published amongst others on the Site and the websites of WIPO(<http://arbiter.wipo.int/domains/rules/ie.html>) and the alternative dispute resolution process service provider, and these Registrant Terms and Conditions;

- **“Services”** means processing applications to register or renew or transfer the right to use a Domain Name, in the light of the Rules, maintaining overall ownership, control and responsibility for the Register, making change to the Register at Registrant request or at the request of your Registrar if the Domain Name is not on hold, or providing information about the .ie Domain Name system or any services available through the Site;
- **“Site”** means [iedr.ie](http://iedr.ie) or [console.iedr.ie](http://console.iedr.ie) or any other websites operated by IEDR from time to time;
- **“Trade”** or **“Sale”** means the trade, transfer or sale by a Registrant of the right to use a Domain Name, following a private sale transaction or an auction process.
- **“WHOIS Policy”** means the rules for operation of the WHOIS lookup service which provides registration data for all .ie domain name registrations.

## 1.2 This Agreement

By applying to register a Domain Name whether directly to IEDR or through a Registrar, and by using a Domain Name post Registration, the future Registrant in the case of any application for registration of a Domain Name and the Registrant in the case of an already registered Domain Name, represent and warrant to IEDR:

- (i) that they have read, understood and accepted this Agreement including in particular the limitations and exclusions from liability set out in clause 12 below;
- (ii) that the provisions of this Agreement are separate from any agreement with the Registrar who acts for them or any of them; and
- (iii) that they are at least 18 years of age.

## 2. Acceptable Domain Names

Subject to these terms and conditions, IEDR will not accept the following Domain Names for registration.

- Names that are already registered (“first come, first served” principle), names in the NRP process, names that are blocked or names that are on hold.
- Names that are not registrable as determined by IEDR from time to time or that are prescribed by law or regulation, as “not registrable” or which may not be used as part of a Domain Name.
- Names that consist of characters other than “a-z”, “0-9”, “-”, and the acute accent character on vowels “á, é, í, ó, ú”, or that start or end with “-” (as recommended in RFC 1035, published on the web site of IEDR).
- Names which contain upper case characters
- Names of more than sixty-three (63) characters.
- Names with “-” on the third and the fourth position.

Names will be registered for the person whose application is completed first. An application is complete when it is received by the IEDR computer system (not when it was sent), and when all relevant information and requirements required by the IEDR Registration and Naming Policy have been received and satisfied.

The refusal to register a Domain Name does not create any rights (priority rights or other) for the proposed future Registrant. A new application may be filed in respect of a different Domain Name, in competition with anybody else, if that name later becomes available to the public.

### **3. Registration, placing on hold, revocation, termination**

a) After the Registrant (or the Registrar if selected as the billing agent) satisfies and completes the registration process and requirements and pays the registration fees, the Registrant is granted subject to these terms and conditions the right to register in the Register operated by IEDR, its Domain Name and its name as Registrant. The Registrant acknowledges, that by IEDR registering the Domain Name, IEDR are not acknowledging that the Registrant has any rights in any words within the Domain Name, and IEDR are not providing an authorisation to the Registrant to use the Domain Name as part of a business.

b) Registration subject to these terms and conditions is valid for one year (or such longer term if registered and paid for as 'a multi-year registration') and is renewable as far as the registration fee has been settled.

c) A Domain Name is put on hold if IEDR is notified that appeal proceedings, or legal proceedings, whether within or outside the scope of a court of law, are in progress over that name. A Domain Name that is on hold cannot be transferred or deleted, nor can the details of the Registrant be modified. The Registrant can, however, still use its Domain Name.

d) IEDR may terminate the registration of a Domain Name if the Registrant submits false, misleading or fraudulent information or documentation during the registration process or breaches any of the terms and conditions of the Domain Name registration as published by IEDR from time to time. In case of a breach of the terms and conditions, IEDR can send a reminder by e-mail to both the Registrar and the Registrant informing them that the registration will be terminated if the breach is not remedied within 14 days.

e) IEDR may terminate this Agreement if the Registrant breaches any of the terms and conditions of this Agreement and does not rectify such breach within 30 days of a request from IEDR that it does so.

f) In addition to the foregoing, IEDR may (but shall not be obliged to) transfer (in the circumstances set out in clause 6d), cancel or revoke, alter, or amend a Domain Name registration, place a Domain Name registration on hold or prevent its renewal, on any of the following grounds:

i) if fees owing to IEDR in respect of a Domain Name are not paid within 30 days of a request by IEDR that they be discharged;

ii) if the Domain Name is used for any unlawful purpose;

iii) in order to satisfy the requirement of a decision of a court, regulatory authority, act of government or decision of any dispute resolution authority including any decision made by a WIPO Administrative Panel or an Alternative Dispute Resolution Service Provider Specialist or a decision made by an extra judicial body;

iv) where the Domain Name is identical or confusingly similar to a name in respect of which a right is recognised or established by national or community law;

v) where the Domain Name is defamatory, racist or contrary to public policy;

vi) if the Domain Name has been registered by the Registrant without rights or Legitimate Interest in the name;

vii) if the Domain Name has been registered or is being used in Bad Faith;

viii) on Registrant's instructions (including the absence of instructions see clause 3h)) or the instructions of a Registrar;

ix) if IEDR reasonably believe that the changes to update the Register or to correct any error ambiguity or inaccuracy relating to the Domain Name registration and related Personal Data (including an error in making the Domain Name available for registration or an error in a previous cancellation of the Domain Name) would make it more accurate;

x) if the Registrant is a legal person and withdraws its permission to having its Personal Data displayed on the WHOIS;

xi) to carry out the decision an expert or Specialist has made under the clause 10 dispute resolution process;

xii) if the Domain Name is offered for sale or sold, otherwise than in accordance with the procedures specified in this Agreement;

xiii) if the Registrant fails to provide information requested by IEDR that is necessary for the performance of the contract;

xiv) if the Domain Name has been registered or used abusively.

g) IEDR may cancel or place a Domain Name on hold by notifying the Registrant if the Domain Name is being used in a way that is likely to endanger any part of the Domain Name system or IEDR systems and internet connections.

h) If the Registrant is an individual, this Agreement will end if the Registrant dies and the person legally appointed to deal with the Registrant's assets after the Registrant does not transfer (in accordance with clause 6d) the Domain Name (either to themselves or someone else) within a year of the Registrant's death (or at the end of the personal representative's appointment whichever comes first).

i) If the Registrant is not an individual, this Agreement will end if the Registrant ceases to trade, ceases operations, or goes into liquidation.

j) For Direct Registrants: If the Registrant is a consumer within the meaning of the Distance Selling Regulations (a "**Consumer Registrant**"), the Consumer Registrant may have a right to cancel the registration of a Domain Name to which these terms and conditions apply. A Consumer Registrant may only claim this right of cancellation in respect of services for which the payment to be made by the Consumer Registrant exceeds €50. This right of cancellation may only be claimed in respect of services (including but not limited to any security checks related works) which have not yet commenced and must be claimed within fourteen working days of the application for registration of a Domain Name. In the event that a Consumer Registrant validly claims a right of cancellation in accordance with the Distance Selling Regulations, IEDR will cancel the registration of the Domain Name and the Consumer Registrant may be entitled to a refund of fees paid. However, where services have already commenced, the Consumer Registrant acknowledges that it may lose its right of cancellation and refund pursuant to the Distance Selling Regulations.

#### **4. Fees and payment**

a) The Registrant agrees and acknowledges that the Registrar acting on its behalf shall pay the initial registration fee and the renewal fee to IEDR according to the agreement between the Registrar and IEDR. For Direct Registrants, the fees are set out on the Site and may be modified at any time. Any such modified fees shall have application to the Registrant in respect of any service procured by the Registrant pursuant to this Agreement 30 days after the modified fees are published on the Site.

b) The Registrar has access to the computer system of IEDR in order to verify the status and renewal date of the Domain Names that it manages. The Registrar shall be responsible for informing the Registrant in a timely manner that registration of its Domain Names is due to be renewed.

c) IEDR is not responsible or liable for the Registrar's non-payment of registration or renewal fees, which may result in the non-registration or suspension and subsequent deletion of a Domain Name (even if the Registrant has paid the Registrar).

#### **5. Obligations of Registrant**

Throughout the term of the registration of a Domain Name, the Registrant undertakes:

a) to keep its contact information, as referred to in the Registration and Naming Policy, and all other Personal Data held by IEDR, accurate, complete and up to date (i) with the Registrar from whom the Registrant acquires registration services and (ii) with IEDR (via the Registrar or direct) as described in the Registration and Naming Policy;

b) to notify IEDR of any legal proceedings involving a Domain Name;

c) to provide any identification or documentary evidence IEDR reasonably ask for and allow IEDR to keep copies of these documents for IEDR files in accordance with the IEDR Privacy Policy and Data and Document Retention Policy;

d) to keep secret and safe any passwords the Registrant is issued with, or has, that are supposed to be or are required to be kept secret, for use with IEDR or for accessing IEDR systems. IEDR is entitled to assume that any action done or requested using that password was done or requested by the Registrant or by someone authorised to act for the Registrant. IEDR has procedures for dealing with lost, revoked or compromised passwords which it shall be entitled to enforce as against the Registrant;

e) to comply at all times with this Agreement, and in using each Domain Name for which it has a registration, it undertakes to comply with all applicable laws, regulatory requirements and additionally the Rules of IEDR as published from time to time;

f) to notify IEDR of the details of name servers for the Domain Name which the Registrant is allowed to use and which are active at the time of registration;

g) to re-submit evidence of its original compliance with the IEDR Registration and Naming Policy within 30 days of any request from IEDR;

h) to respond to requests from IEDR to confirm the accuracy of the personal data, including but not limited to contact information, it holds on the Registrant, within 30 days of any such request being issued. The Registrant also acknowledges that failure to respond to any such request within the designated time frame may result in the indefinite suspension or termination of the registration without further notice.

## **6. Agreement between Registrant and Registrar, Change of Registrar and Transfer**

a) The registration and renewal process with IEDR will be conducted by the Registrant through an accredited Registrar, who is acting on behalf of the Registrant. IEDR shall make available on its web site a list of the accredited Registrars, and a copy of the typical agreement between IEDR and the Registrar. IEDR is not a party to the agreement between the Registrant and its Registrar and incurs no obligation or liability arising from that agreement.

b) If a Registrar is no longer an Accredited Registrar because the agreement with IEDR is terminated or expires, the Registrant may choose to transfer the domain to another Registrar or 'Direct Registrant' account for management purposes. If the Registrant chooses to manage the domain as a 'Direct Registrant', these terms and conditions will continue to apply, including the Direct Registrant pricing set out on the Site.

c) If the Registrant wishes to change the Registrar from whom it purchases registration services:-

i) such a change should be initiated by the Registrant requesting that the new registrar move the Domain Names away from the current Registrar to the new registrar. The new registrar may be an IEDR accredited Registrar;

ii) the Registrant shall provide its new registrar with the AuthCode for the Domain Name. The AuthCode may be obtained from the Site;

iii) Where IEDR effect the change of Registrar, this will not affect any obligation which the Registrant may have to its current Registrar.

d) The Registrant acknowledges that IEDR will only facilitate the transfer of a Domain Name by the Registrant to another Registrant in (i) the circumstances set out in clause 3h) above; or (ii) in accordance with the procedures set out in clause 19; or (iii) in the circumstances of the acquisition, sale or merger, of the Registrant's company. Any such request should be directed to Registrant's Registrar in the first instance.

e) To notify IEDR if its agreement with its Registrar terminates for any reason or expires.

## **7. Privacy policy**

a) The Registrant hereby authorises and permits IEDR to process Personal Data and other data required to operate the ".ie" Domain Name system in accordance with these terms and conditions and the terms of the IEDR Privacy Policy as set out on the IEDR Site from time to time. IEDR shall only use this data as set out in the IEDR Privacy Policy or as provided in these terms and conditions. IEDR will only transfer this data to third parties in accordance with the terms of the IEDR Privacy Policy, or if ordered to do so by the public authorities (local or national, judicial or administrative), or upon demand of WIPO pursuant to clause 10, or upon demand of the alternative dispute resolution service provider pursuant to the terms of the Alternative Dispute Resolution Policy, or as provided in paragraph (c) of this clause, or in accordance with the Data Protection Legislation or any other applicable laws or regulations.

The Registrant has the right to make a written request to IEDR for a copy of its Personal Data and to arrange for it to be amended or erased where inaccuracies exist. Where IEDR processes the Registrant's Personal Data on the basis that the Registrant has given their specific, freely given and voluntary consent to such processing (e.g. for opting-in to Personal Data publication on the WHOIS output, where applicable), the Registrant also has the right to withdraw consent to the collection or

use of its Personal Data by IEDR. Should the Registrant wish to avail of any of the above, a request should be sent to IEDR at [registrations@iedr.ie](mailto:registrations@iedr.ie).

b) The Registrant shall keep IEDR immediately informed through the Registrar of any change in name, address, e-mail address, and telephone number. An omission or delay in informing IEDR of such changes may result in the termination of the registration.

c) The Registrant hereby authorises and permits IEDR to make the following Data accessible on its website (through the so called WHOIS-search facility) – along with some other technical data – to guarantee the transparency of the Domain Name system towards the public:

- Domain Holder Name (where the Registrant is a Legal Person);
- Domain Name;
- Date of renewal and status of the Domain Name;
- nic-handle of administrative contact (admin-c);
- nic-handle of technical contact (tech-c); and
- Name of Billing Contact (where this Contact is an accredited .ie Registrar)

The Registrant also authorises IEDR to transfer the above data to third parties engaged in Domain Name information or monitoring services.

Irish National third parties or Authorities including police, the Courts or other law enforcement agencies that want to know the Personal Data of a Registrant and that have legitimate reasons for such a disclosure, can send a request to IEDR. IEDR will evaluate the invoked legitimacy for the disclosure and take a decision whether or not to communicate the requested data in accordance with the IEDR Privacy Policy.

## **8. Representations and warranties, authority**

- a) The Registrant represents and warrants during the term of registration of a Domain Name that:
1. all statements made during the registration process and the term of the registration are true, complete and accurate;
  2. registering the Domain Name and using the Domain Name will not infringe or otherwise violate the rights of a third party;
  3. the Domain Name is not registered for and will not be used for an unlawful purpose;
  4. the Domain Name is not used or will not be used in violation of any applicable laws or regulations, such as a name that helps to discriminate on the basis of race, language, sex, religion or political view;
  5. the Domain Name is not contrary to public policy or morality (e.g. obscene or offensive names);
  6. the Domain Name was not registered in Bad Faith nor will it be used in Bad Faith;
  7. the Registrant is entitled to register the Domain Name and the Registrant has not registered the Domain Name in any way that fails to meet with any legal obligation the Registrant has;
  8. the Domain Name is not used or will not be used abusively.
- b) The Registrant authorises IEDR to act on the instructions of and communicate with whichever Registrar the Registrant designates from time to time and with whichever legal representative the Registrant designates from time to time. Accordingly, the Registrant acknowledges and agrees that IEDR are entitled to treat any communication to or from the Registrant's Registrar as being to or from the Registrant.

### **9. Change of terms and conditions**

a) This Agreement and the Rules are dynamic and subject to change.

b) If IEDR at its sole discretion opts to change this Agreement and or the Rules it will make the new or modified Agreement and or Rules available to the public by posting them on its web site at least thirty (30) days before the new or modified Agreement and or Rules take effect. Each application for registration of a Domain Name will be handled according to the Agreement and or Rules in effect on the date the application is complete.

c) Without prejudice to clause 9(b) IEDR may modify the technical registration rules of clause 2 without the application of the mentioned minimum delay of thirty (30) days. Such modifications will take effect from the moment of their announcement on the website of IEDR. IEDR can only make use of this specific procedure as far as those modifications seem justified within the national or international technical context and as far as they are intended to prevent registrations of a speculative nature.

d) IEDR shall be under no obligation to inform Registrants, whose Domain Names have been rejected in the past, that new rules apply, even if the rejected names would be allowed under the new rules.

## 10. Dispute Resolution

The Registrant shall submit to the dispute resolution processes and proceedings which are provided in accordance with the policies in operation for the .ie namespace. There are two distinct dispute resolution policies in operation:-

- The Dispute Resolution Policy (DRP). The Registrant terms and conditions are set out in 10(A) below.
- The Alternative Dispute Resolution Policy (ADRP). The Registrant terms and conditions are set out in 10(B) below.

### **A) Terms and conditions of the Dispute Resolution Policy**

1. The Registrant shall submit to the following dispute resolution process and proceedings and accepts in this regard the competence of WIPO as an accredited Dispute Resolution Entity.

2. The Registrant accepts that those proceedings shall be conducted by WIPO in accordance with the procedures on the web site of IEDR. The procedure will be conducted in the English language. Every dispute will be governed by the dispute resolution policy applicable when the complaint is filed.

### **3 Applicable disputes.**

a. The Registrant shall submit to dispute resolution proceedings if a third party (a "Complainant") asserts to WIPO, in compliance with the rules of procedure, and proves that:

- i. the Registrant's Domain Name is identical or confusingly similar to a trademark, a trade name, a social name or corporation name, a geographical designation, a name of origin, a designation of source, a personal name or name of a geographical entity in which the Complainant has rights; and
- ii. the Registrant has no rights or Legitimate Interests in the Domain Name; and
- iii. the Registrant's Domain Name has been registered or is being used in Bad Faith.

b. The evidence of such in Bad Faith registration or use of a Domain Name can inter alia be demonstrated by the following circumstances:

- i. circumstances indicating that the Domain Name was registered or acquired primarily for the purpose of selling, renting, or otherwise transferring the Domain Name to the Complainant who is the owner of the trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of the geographical entity, or to a competitor of that Complainant, for valuable consideration in excess of the costs directly related to the Domain Name; or
- ii. the Domain Name was registered in order to prevent the owner of a trademark, a trade name, a social name or corporation name, a geographical designation, a name of origin, a designation of source, a personal name or a name of a geographical entity from reflecting this name in a corresponding Domain Name, provided that the Registrant has engaged in a pattern of such conduct; or
- iii. the Domain Name was registered primarily for the purpose of disrupting the business of a competitor; or
- iv. the Domain Name was intentionally used to attract, for commercial gain, Internet users to the Registrant's web site or other on-line location, by creating a likelihood of confusion with the Complainant's trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of a geographical entity as to the source, sponsorship, affiliation, or

endorsement of the Registrant's web site or location or of a product or service on its web site or location.

c. If a complaint is filed, the Registrant can demonstrate its rights or 'Legitimate Interests' to the Domain Name by the following circumstances:

- i. prior to any notice of the dispute, the Registrant used the Domain Name or a name corresponding to the Domain Name in connection with a bona fide offering of goods or services or made demonstrable preparations for such use; or
- ii. the Registrant (as an individual, business, or other organization) has been commonly known by the Domain Name, even if it has acquired no trademark; or
- iii. the Registrant is making a legitimate and non-commercial or fair use of the Domain Name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of the geographical entity at issue.

4) Rules of procedure. The rules of procedure of WIPO state the process for initiating and conducting the proceedings and for appointing the Administrative Panel that will decide the dispute.

The rules of procedure shall determine the fees that the Complainant shall pay.

WIPO publishes the rules of procedure on its web site.

5) Non-intervention of IEDR. IEDR does not, and will not, participate in the administration or conduct of any proceedings before the Administrative Panel. Neither IEDR, WIPO nor the Administrative Panel will be liable as a result of any fault made in the dispute resolution process, except for intentional faults.

6) The remedies available to a Complainant under any proceedings before the Administrative Panel are limited to requiring the Deletion of the Domain Name registration or the transfer of the Domain Name to the Complainant.

7) Notification and publication. WIPO shall publish all decisions under this dispute resolution policy on the Internet during a reasonable term. IEDR shall also be informed of these decisions. If the Registrant is involved in other legal procedures concerning its Domain Name, he/she shall inform IEDR of the final decision(s). IEDR may decide to publish the decisions referred to in the present clause.

8) Courts of competent jurisdiction. The submission to the IEDR's dispute resolution procedures does not prevent either the Registrant or the Complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before, during or after those proceedings. If the Administrative Panel decides that the Domain Name registration should be cancelled or transferred, IEDR will implement that decision 21 days after being informed of the Administrative Panel's decision except if the Registrant has started the appeal procedure of the dispute resolution in due time. If the appeal procedure was started in time, IEDR will not take further action (whilst leaving the Domain Name on hold) until the appeal procedure has ended or has been cancelled.

9) Other disputes. All other disputes between the Registrant and any party other than IEDR over the Domain Name registration that are not brought under the IEDR's dispute resolution procedures in

10(A) and 10(B) shall be resolved through any court proceedings, arbitration or other available proceedings.

10) IEDR will not participate in any dispute between the Registrant and any party other than IEDR over the registration and use of the Domain Name, neither in the IEDR's dispute resolution proceedings, nor in any other proceedings. The Registrant shall not name IEDR as a party or otherwise include it in any such proceedings. If IEDR is named as a party in any such proceedings, it reserves the right to raise any and all defences deemed appropriate, and to take any other action necessary to defend itself.

11) Domain Name on hold. As soon as a request for dispute resolution is properly filed with WIPO and the appropriate fee is paid, WIPO shall inform IEDR of the identity of the Complainant and the Domain Name involved. IEDR shall immediately put the Domain Name involved "on hold", under clause 3 of these Registrant Terms and Conditions. The Domain Name remains on hold until the end of the proceedings set out in paragraph (g).

12) Costs of dispute resolution. The dispute resolution fee is payable by the Complainant. The potential financial loss for the Registrant is the result of the risk that the latter took for the speculative registration of Domain Names on which third parties have rights.

## **B. Terms and conditions of the Alternative Dispute Resolution Policy**

1. The Registrant shall submit to the alternative dispute resolution process and proceedings and accepts in this regard the competence of the alternative dispute resolution service provider as an accredited Dispute Resolution Entity.

2. The Registrant accepts that those proceedings shall be conducted by the alternative dispute resolution service provider in accordance with the procedures as published on the Site and on the website of the alternative dispute resolution service provider. The procedure will be conducted in the English language. Every dispute will be governed by the Alternative Dispute Resolution Policy applicable when the complaint is filed.

### **3. Applicable disputes.**

a. The Registrant shall submit to alternative dispute resolution proceedings if a third party (a "Complainant") asserts to the alternative dispute resolution service provider, in compliance with the rules of procedure, and proves that:

- i. the Complainant would ordinarily be eligible to register the domain name in question if it was not already registered by the Registrant, and
- ii. the Complainant has rights in the domain name or in marks or identifiers very similar to it, or that the Complainant's rights have been negatively impacted by the registration, and
- iii. the registration of the domain should be revoked as it has been registered or used abusively or in bad faith.

b. The Registrant may submit evidence to defend against a dispute. Examples of evidence that may demonstrate a defence against a dispute are set out within the Alternative Dispute Resolution Policy.

c. The Registrant may appeal a decision made by a Specialist. This shall be done by submitting an appeal request with the alternative dispute resolution service provider within the

allocated time frame as set out on the site of the alternative dispute resolution service provider.

4) Rules of procedure. The rules for initiating and conducting the proceedings that must be followed shall be those detailed on the site of the alternative dispute resolution service provider at the time of the dispute submission.

5) The fees that the Complainant must pay shall be those specified on the site of the alternative dispute resolution service provider at the time of dispute submission.

6) Non-intervention of IEDR. IEDR does not, and will not, participate in the dispute decision making process – decisions will be made by the Specialist or panel of Specialists only. Neither IEDR, the alternative dispute resolution service provider, nor the Specialist, will be liable as a result of any fault made in the alternative dispute resolution process, except for intentional faults.

7) The remedies available to a Complainant under any proceedings before the Specialist are limited to requiring the transfer of the Domain Name to the Complainant or the Deletion of the Domain Name registration.

8) Notification and publication. The alternative dispute resolution service provider shall publish a synopsis of decisions under the Alternative Dispute Resolution Policy on the Internet during a reasonable term. IEDR shall also be informed of these decisions. If the Registrant is involved in other legal procedures concerning its Domain Name, it shall inform IEDR of the final decision(s).

9) Courts of competent jurisdiction. The submission to the IEDR's alternative dispute resolution procedures does not prevent either the Registrant or the Complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before, during or after those proceedings. Once the IEDR is notified that the dispute has been submitted to a court of competent jurisdiction for independent resolution, the alternative dispute resolution proceedings will be suspended, pending confirmation from the Complainant that it shall withdraw the dispute or reactivate the alternative dispute resolution dispute.

If the Specialist or Specialist Panel decides that the Domain Name registration should be transferred or cancelled, IEDR will implement that decision 21 days after being informed of the decision except if the Registrant has started the appeal procedure of the alternative dispute resolution within the timeframe allowed. Provided the appeal procedure is started within the allowed time, IEDR will not take further action until the appeal procedure has ended or has been cancelled.

10) Other disputes. All other disputes between the Registrant and any party other than IEDR over the Domain Name registration that are not brought under the IEDR's alternative dispute resolution procedures in 10(A) and 10(B) shall be resolved through any court proceedings, arbitration or other available proceedings.

11) IEDR will not participate in any dispute between the Registrant and any party other than IEDR over the registration and use of the Domain Name, neither in the IEDR's alternative dispute resolution proceedings, nor in any other proceedings. The Registrant shall not name IEDR as a party or otherwise include it in any such proceedings. If IEDR is named as a party in any such proceedings, it reserves the right to raise any and all defences deemed appropriate, and to take any other action necessary to defend itself.

12) Costs of dispute resolution. The dispute resolution fee is payable by the dispute submitter or the appeal submitter. The amount of the fees payable are set out on the site of the Alternative Dispute Resolution Service Provider.

#### **11. IEDR/Communication between IEDR and Registrant.**

a) IE Domain Registry CLG is registered in the Republic of Ireland (CRO number 315315), 2 Harbour Square, 4th Floor, Dun Laoghaire, Co Dublin, Republic of Ireland, phone number +353-1-2365400, email address [registrations@iedr.ie]. Vat Registration Number 6335315V.

b) The Registrant authorises IEDR to communicate with it via email or by post at IEDR's discretion.

c) Any official communication between IEDR and the Registrant may be effected by email and or by registered post:

(i) if to IEDR to: registrations@iedr.ie or by registered post to the address of IEDR as set out above;

(ii) if to the Registrant: the Administrative Contact (AdminC) email address communicated to IEDR by the Registrant or by the Registrar acting on behalf of the Registrant or by registered post to the address of the Registrant or its Registrar held by IEDR.

#### **12. Exclusions and Limitations of Liability**

a) Nothing in this Agreement shall be taken to exclude or limit IEDR's liability for death or personal injury caused by its negligence under applicable law.

b) IEDR limits its liability for physical damage to tangible property caused by its negligence to the sum of €250,000 for any event or series of connected events. Damage to or loss of data shall not constitute physical damage to tangible property.

c) Subject to 12a above, all representations, terms, conditions and all warranties whether express or implied by statute, law or otherwise including under s 39 of the Sale of Goods and Supply of Services Act 1980, relating to the provision of the Services and the operation of the IEDR systems and the data in them are excluded to the maximum extent permissible by law.

d) IEDR will not be liable to the Registrant whether under contract law, tort or under statute arising from any breach by IEDR of the provisions of this Agreement including without limitation breach in relation to the provision of the Services, for:

- i) indirect or consequential loss;
- ii) any loss of profit, revenue, loss of business or contracts; or loss of expected savings or goodwill;
- iii) any mistake or missing information in the Register;
- iv) any loss of registration or use of a Domain Name, or both dv) or default by IEDR in registration or renewal (for whatever reason and whether temporary or otherwise), of the Domain Name; or
- vi) any; error concerning identity of a registrant; or
- vii) technical problems or faults with the Site or inability to access the Site; or
- viii) third party claims in respect of a Domain Name; or
- ix) acts or omissions of the Registrar regarding the application, registration or renewal of Domain Names which may result in the non-registration or Deletion of a Domain Name.

e) IEDR exclude any liability whatsoever to the Registrar and any Registrant to whom the Registrar provides services to, as a result of any failure or inaccuracy, delay or error in the operation of the IEDR Site, systems or the information in them.

f) IEDR's liability to the Registrant under this Agreement for any direct loss or damage in any 365-day period or part thereof for any breach or series of breaches whether or not connected to this Agreement, shall be limited to an amount corresponding to the fees IEDR received from the Registrant in that period or 5,000 Euro whichever is lower.

g) The Registrant shall indemnify and keep IEDR indemnified in full on demand against any claim (and the resulting costs, including legal fees, loss or expense) originating from the use or registration of a Domain Name that infringes the rights of a third party.

### **13. Survival**

Notwithstanding the expiry of this Agreement, or termination of this Agreement for any reason, by either party thereto, such expiry or termination shall not affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after that termination or expiry. Without prejudice to the foregoing, clauses 4, 7, 8, 12, 13, 14 and 15 shall survive the expiry or termination of this Agreement howsoever caused.

### **14. Headings**

The headings and captions to the various clauses are for convenience of reference and shall not affect the construction or interpretation of this Agreement.

### **15. Severance**

In the event that one or more provisions of this Agreement is or becomes or is deemed, illegal, invalid, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be as if such illegal invalid or unenforceable provision(s) had not been contained herein.

### **16. Governing law and jurisdiction**

This Agreement shall be governed by the laws of the Republic of Ireland and subject to clause 10, the Registrant submits to the exclusive jurisdiction of the courts of the Republic of Ireland in respect of any dispute arising hereunder.

### **17. Entire Agreement**

This Agreement together with any document referred to in it, are the entire contract between IEDR and the Registrant in respect of the Services provided by IEDR, and replace all previous contracts, understandings and representations whether spoken or written.

### **18. Assignment**

IEDR is entitled by notice to a Registrant to assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Agreement to any authority or body established by law or authorised by law or regulatory requirement, in order for such body to perform any of the functions that previously had been performed by IEDR.

### **19. Sale of Rights to use Domain Names**

In the event that a Registrant wishes to sell the right to use a Domain Name it has registered with IEDR to a third party (a "Prospective Purchaser"):

a) the Registrant hereby acknowledges and shall ensure that any such sale is conditional upon (i) the Registrant complying with the terms and conditions of this Agreement and the Rules; and (ii) the Prospective Purchaser complying with and satisfying the requirements of the Rules, including but not limited to the IEDR Registration and Naming Policy;

b) the Registrant shall notify the Prospective Purchaser in writing that:

i) any transfer of the right to use a Domain Name is conditional on the Prospective Purchaser applying to IEDR for and obtaining the right to use the Domain Name in accordance with the Rules including but not limited to the IEDR Registration and Naming Policy;

(ii) there is a risk that IEDR will not permit the Prospective Purchaser to register the name if the Prospective Purchaser does not satisfy the requirements of the Rules, including but not limited to the IEDR Registration and Naming Policy;

(iii) the Prospective Purchaser is required to provide to the Registrant an Acknowledgement & Disclaimer in the form specified by IEDR on the Site, which the Registrant shall be required to provide to IEDR as part of any sale process;

c) the Registrant shall not sell the right to use or receive any payment or other valuable consideration for the right to use the Domain Name unless (A) the Prospective Purchaser has first provided to the Registrant the Acknowledgement & Disclaimer referred to in 19(b)(iii) above) and (B) the Registrant has provided this Acknowledgement and Disclaimer to IEDR and IEDR has issued a notice in writing to the Registrant that this has been received;

d) the Registrant hereby acknowledges and agrees that it shall not have any right to make any claim against IEDR for any costs, losses or damages (whether direct, indirect, consequential or special) in the event that IEDR does not register the Prospective Purchaser as having the right to use the Domain Name, on the grounds that the Prospective Purchaser has not complied with and satisfied the Rules including but not limited to the IEDR Registration and Naming Policy;

e) the Registrant shall indemnify and keep indemnified and hold harmless IEDR in full on demand in respect of any claim for damages or costs or losses arising from the Registrant's failure to comply with its obligations hereunder and/or from any Prospective Purchaser making a claim against IEDR for the loss of any valuable consideration given by it in connection with any sale or proposed sale of the right to use the Domain Name.