

CODE OF CONDUCT FOR EURid REGISTRARS

Preamble

The objective in setting up a Code of Conduct is to respond to the need to create a framework of rules which assure end-users that they have access to reliable information and high-quality services, as provided by EURid's registrars. Under all circumstances, users are entitled to equitable, just, non-discriminatory, and fair treatment. Given the sensitiveness of domain name registration, it is important to make sure that registrars adhere to these rules. Furthermore, the logo awarded to registrars adhering to the CODE OF CONDUCT can help consumers make an informed choice. But the CODE OF CONDUCT is a voluntary instrument for self-regulation.

EURid, the registry for the *.eu* top-level domain (ccTLD), is determined to devote full attention to these matters. Clearly, the contractual obligations between EURid and its accredited registrars govern all matters, in addition to the applicable EC regulations (in particular EC Regulation 733/2002 and EC regulation 874/2004). Important documents accepted by the international Internet community (such as RFC 1591) specify a number of responsibilities in this area as well.

For this purpose, and in accordance with the service contract between the European Commission and EURid, a Code of Conduct will be designed, proposed to the registrar community for adoption, and a board of conduct will be appointed in order to govern all matters related to the application and evolution of the code.

Therefore, a voluntary Code of Conduct (CoC) will be made available to which each registrar is free to subscribe. This will help registrants to make an informed choice when selecting registration services by providing an indication of those registrars who are prepared to conform to additional, consumer-friendly standards. The Code of Conduct will be set up as a 'quality label'. This means that any registrar who subscribes to the principles will get the label.

A complaints commission (designated as Board of Conduct), consisting of elected representatives of EURid registrars, assisted by appointed registry staff, will evaluate all complaints concerning breaches of the Code of Conduct and if found to be valid, the registrar will lose the right to use the label.

The registry will fund the administration of the Code of Conduct, and take on a secretarial role.

The *.eu* website will make a clear distinction between those registrars permitted to make use of and those not permitted to make use of the label.

The proposal for a Code of Conduct will be subjected to a consultation process with the Registrar community.

Although the Registry will facilitate and fund the Code of Conduct, it is for the registrar community to continue to develop good practices and to review complaints.

The Code of Conduct will be adopted only after the European Commission has been duly consulted on those matters for which the Commission has competences such as competition, consumer rights, etc.

The Code of Conduct shall respect the Community Law.

Thus, the code will also serve as a quality label for registrars, by publicising which organisations or companies are able to provide reliable information and services with respect for the basic rights and expectations of the registrants.

Registrars who have subscribed to the code are bound by the principles contained herein and have declared that they will uphold them to the benefit of their registrants.

Subscription to the code of conduct in no way replaces the obligations contained within the registrar contract ("registrar agreement") or the terms and conditions for registration in the .eu ccTLD. All registrars remain fully bound with regard to those documents.

Section 1: Terminology

Domain name: domain name registration within the .eu top-level domain, for example, *name-of-your-company.eu*.

Registry: the entity entrusted with the organisation, administration and management of the .eu TLD including maintenance of the corresponding databases and the associated public query services, registration of domain names, operation of the Registry of domain names, operation of the Registry TLD name servers and dissemination of TLD zone files.

EURid, the not-for-profit organisation, established in Belgium, has been appointed by Commission Decision of 21 May 2003 on the designation of the .eu Top Level Domain as the registry for the .eu top level domain. EURid will provide appropriate support from 4 geographical regions (with offices in Belgium, Sweden, Italy and the Czech republic)

Registrar: a person or entity that, via contract with the Registry provides domain name registration services to registrants.

Registrant: an individual or legal entity that is the requester of a specific domain name and applies for the registration of this domain name. After successful registration, the registrant is the holder of the domain name.

Section 2: Registration policy principles

1. During the registration process, the data that the registrar provides for the registrant contact will be that of the registrant who made the initial request for the registration of the domain name(s) concerned and not his own. Nor will it be the data of any other third party, unless specifically instructed to do so by the original requestor for the domain name. The e-mail address submitted in the registrant contact information (including the billing and technical contact) will be that of the registrant alone and not that of the registrar.

2. The registrar will ensure that the country code used during registration is the correct one and is a true reflection of the residential (physical) address of the registrant. More specifically, non-EU codes may not be used! Also, the registrar should never change the country code in order to make a registrant eligible.

3. Registrars will acknowledge the orders that the registrants submit by replying by e-mail or fax (or in any other written way if these two methods are not appropriate for the registrant). In the confirmation of the order, the registrar will acknowledge the exact time of reception of the order of the registrant (time stamp) and state whether the order has been accepted. The registrar (NOT only the registrant) has the obligation to make sure that the registrant's data is correct.

4. Registrars will archive the registration orders received from their customers. (see the question about the data : how long will it be archived? What are the securities taken for it?)

5. Registrars will not register Domain Names without being specifically instructed to do so by registrants. Notwithstanding the foregoing, the Registrar may register Domain names solely for its own use, and in such case the Registrar will provide EURid at its first request and without undue delay with proof that these Domain Names are registered solely for the Registrar's own use. Instructions by Registrants that share substantial similarities with or are linked to the Registrar (substantial similarities include but are not limited to: having the same telephone number or email address or where the registrant's contact person is identical to the Registrar's technical or billing contact) will not be considered to be acceptable instructions in the sense of this paragraph.

6. Registrars who have obtained names for their own use are not allowed to transfer or trade these names to other registrars or registrants, unless this is done at cost of the original registration fee. In particular, auctioning domain names is not allowed. This article remains applicable when a registrar business is sold or liquidated as a whole, containing the obtained domain names as assets.

7. Registrars must have the technical competence required to successfully perform the different types of actions in the automated systems of EURid (new registration, update domain, transfer domain, trade domain, update contact information, update nameservers etc.) Moreover, they must be able to implement and operate name servers for the registrant, if they offer such services directly. If such services are not offered by the registrar himself, then he is obliged to refer any registrant seeking such services to an individual or company that does offers those services or to provide him with the necessary technical information. At the request of his registrant, the registrar will verify whether the name servers are functioning properly. The registrar has to be able to perform all necessary domain name updates and be able to initiate transfers/trades when requested to do so by the registrant (i.e. the actual or the new intended holder of the domain name).

Section 3: Service policy principles

1. *In addition to the obligations set out in Section 2.7*, registrars are free to offer any services they see fit and to determine the price for those services. However, they will always clearly indicate what type of services they are offering, the way those services are bundled or if they are available to the registrant individually, and the prices charged for the services or service complement. At all times, they will ensure that the information made available to the registrant is precise, reliable and complete.

2. If registrars offer services connected to the registration and management of domain names (such as web hosting and e-mail forwarding), these can only be accepted if they are in full compliance with the applicable national commercial legislation of the country in which the registrar has established his commercial residence.

3. In determining prices for their services, registrars will ensure that they are not discounting below cost (selling at a loss). If different types of services are bundled, the price considered is the one that is charged for the entire package of services.

4. Registrars will refrain from practices such as initiating trades and/or transfers for domain names unless requested to do so by the registrant (current or intended holder of the domain name).

5. Registrars will assist in trades and/or transfers initiated by other registrars upon the request of the registrant (present or intended holder of the domain name) whenever their assistance is required. They will in any event not attempt to block a pending transfer or obstruct it in any other way. When a transfer procedure has been finalised and has been confirmed by EURid, the

former registrar will remove the domain(s) from his name servers if they are no longer being used by the registrant.

6. Registrars will allow their registrants to use name servers other than those suggested by the registrar. If this involves an extra fee, this fee will be mentioned in their service list.

7. The registrar will provide the registrant with the following information through his website:

- identity, address and legal form of his enterprise
- VAT number (if applicable)
- clear description of the products and services offered
- possible guarantees for those products and services
- terms and conditions for delivery
- different methods of payment and connected specifications
- applicable terms and conditions in case of purchase of offered products or services.

Section 4 Quality aspects

Registrars will strive to provide a best in class level of quality, in other words, Registrars shall constantly do their best to provide their customers with the highest possible level of service they can offer. In particular the following commitments must be made:

- Acknowledging requests from registrants and allowing the status tracking thereof.
- Servicing requests by registrants within a maximum of 3 working days .
- Providing accurate, complete and non misleading information on their website(s).
- Offering secure payment services.

Furthermore, the Registrar may not overload the EURid network, impede the EURid from providing its services (for example through "Denial of Service attacks") or implement any other measure that can jeopardise the operation or stability of the .eu domain.

Section 5: Privacy policy principles

1. Registrars will maintain a clear privacy policy and will inform their registrants thereof. Under no circumstances will such a policy be more lenient than the WHOIS policy imposed by EURid. More specifically, should the registrar elect to publish WHOIS-like data relating to his

registrants, this data should be published in a way that conforms to the "WHOIS policy," and to article 2.4 of said policy in particular (available on the EURID.eu website.)

2. The Registrar may not distribute unsolicited commercial information through electronic mail ("spam") or fax to Holders with whom the Registrar does not have an established and continuous customer relationship, unless the Holders' express consent has been previously obtained.

The invitation to existing registrants to renew their domains and the transmission to those registrants of additional information about the services offered is not considered spamming.

3. Registrars will not transmit the personal data of their registrants to third parties unless required to do so by the competent authorities. The possibility of verifying certain details of the domain name registration records through the WHOIS function of EURid will not be deemed to be transmission of personal data.

Section 6: Cooperation

1. Registrars will explicitly impose upon their registrants the most up to date version of the Terms and Conditions of EURid concerning the use of domain names and this is required in every language indicated by the registrar.

2 Registrars will inform their registrants, at their request, of the alternative dispute-resolution procedures (ADR) that EURid has selected to resolve .eu domain-name disputes. More precisely, they will include a direct link to the ADR procedures on their website.

3. Registrars will endeavour to resolve registrant complaints efficiently within 5 working days. They will provide each registrant with the contact information of their customer-support personnel (phone number, fax number, e-mail, and website).

4. Registrars are obliged to provide registrant support in the languages indicated by the registrar either by email or by phone or both. The Registrar is obliged to operate a functional website which contains all the information mentioned in the sections 3.1 and 3.7.

5. All registrars that sign the code of conduct are obliged to work with each other to solve problems their registrants encounter. In this context, they will make available a contact e-mail address for internal relations between all registrars that have signed the code. This address can be used should they need to contact each other for a specific problem relating to one of their registrants. These e-mail addresses will be published on the EURid website.

Section 7: Logo of the code of conduct – List of logo-ed registrars

1. This code of conduct is linked with the usage of a specific logo.

This logo (as illustrated in Annex 1) has been developed as a visual quality label and can be used only by the subscribers to the code.

The logo is under the exclusive copyright of EURid and can only be used according to the stipulations stated below.

2. EURid will dedicate a special page on its website for the list of the registrars who are entitled to use the logo. EURid will also endeavour to call the attention of the press, other media, and user groups to the logo and connected features.

3. The registrars who sign and uphold this code are entitled to use this logo in their commercial relations with the registrant. That is, they may print the logo on their commercial letterhead, put it on their website, and use it in their commercial messaging. In case the logo is put on a website, it needs to contain a link to the website where the Code of Conduct can be consulted simply by clicking on the logo.

Registrars who have not signed this code or who have been sanctioned with the temporary or permanent withdrawal of the logo are not entitled to make any use of the logo whatsoever.

4. EURid, being proprietor of the copyright on the logo, will prosecute any unlawful use of the logo by registrars or other parties.

Section 8: Board of Conduct

1. A Board of Conduct will be appointed in order to manage all aspects related to the Code of Conduct.

The composition of the board, the procedures for the election and replacement of its members, the term of office of the members, the frequency and venue of its meetings, and similar topics are specified in a Rules & Procedures document.

2. A complaints-ruling process will be implemented, under the responsibility of the Board of Conduct, to examine alleged breaches of the Code of Conduct.

The procedures for the introduction, acknowledgement, and examination of complaints, the language, the rules of procedure, and the rules for appeals are also to be specified in the Rules & Procedures document.

[The Rules and Procedures document in brief: in the event of a breach of the code, the board can apply one of the following sanctions depending on the nature and gravity of the infraction and whether it is repetitive in nature. The board can:

- reprimand the registrar or issue a warning;
- withdraw the logo and features associated with the code for a limited time;
- withdraw the logo and features associated with the code permanently.

The board also rules on the duration of such a withdrawal.]

3. EURid will provide secretarial support for the activities of the Board of Conduct, the complaints reception and follow up and the maintenance of the Code of Conduct

EURid will also provide a website page including the version of the Code of Conduct in force.

All information concerning the board and its competence to examine complaints, the minutes of the meetings, dates for future meetings, details about the Board, a forum for discussion between registrars... will be published on the EURid website.

**(signature and identification of the registrar preceded by the following handwritten statement
"By signing this code of conduct I commit to abide by its principles.")**

ANNEX 1 (to be supplied)