ANNEX .DK - SPECIAL CONDITIONS FOR THE .DK ccTLD

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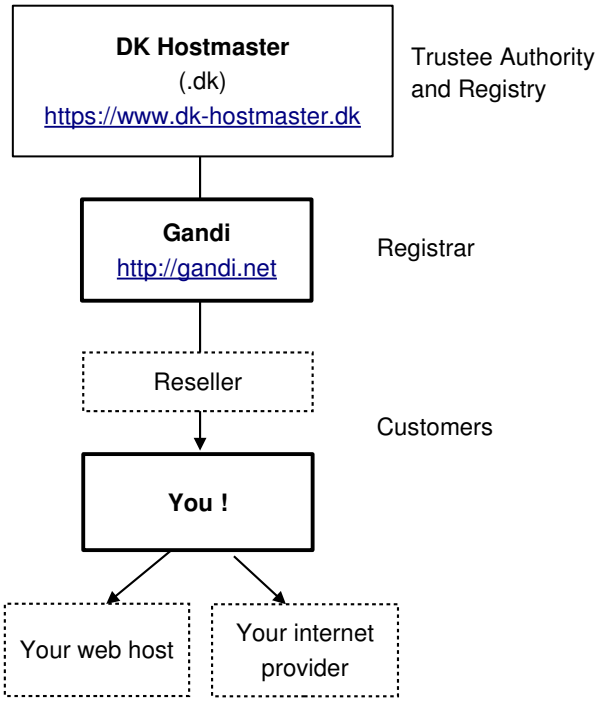
In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .DK domain name implies the acceptance of and compliance to the present special conditions contained herein.

All Your legal information and contracts can be viewed at any time via Our website. Capitalized terms have the definition attributed to them in Our General Terms and Conditions of Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi. Your current contracts are freely available for viewing when You log into Your account at: http://www.gandi.net/admin/contracts/.

Section .DK.1. Trustee authority and Registry

.DK is the official country code Top-Level-Domain (ccTLD) of Denmark. The following diagram presents the various parties involved and the Trustee Authority for the .DK TLD:



You can view the information and special rules of each party involved by clicking on the respective links.

Section .DK.2. Registration terms and conditions

When You apply to register a .DK domain name, You acknowledge that You have fully understood, and that You certify to have full knowledge of and that You agree to abide by all the rules and specific conditions of .DK domain names, as defined by DK Hostmaster, and which may be viewed at the following pages:

- General Conditions: https://www.dk-hostmaster.dk/fileadmin/filer/pdf/generelle_vilkaar/generelle_vilkaar_EN06.pdf
- The Act on Internet Domain: https://www.dk-hostmaster.dk/english/laws-conditions/the-act-on-internet-domains/
- Data Privacy Policy: https://www.dk-hostmaster.dk/english/laws-conditions/privacy-policy/data-privacy-policy/

These contracts are binding between You and the .DK Registry. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and accepted these rules on Our Website.

Section .DK.3. Special requirements

.DK special requirements are available at: http://www.gandi.net/domain/dk/info

.DK domain names are open to anyone.

To register a .DK domain name, You must adhere to the following conditions:

- the registration term is 1 year,
- to avoid any deletion of the domain name, the renewal must be paid and funds cleared **at least 26 days before the Expiration date**,
- provide and maintain accurate, reliable and up-to-date personal contact information, failing the .DK Registry can delete Your domain name,
- the Registry checks the email address validity, You must provide an email address not related to the domain name requested, valid and perennial that You consult regularly. If Your email address is not valid, the Registry can delete Your domain name,
- at any time, the .DK Registry may request You to send a declaration, within a deadline of 30 days, warranting that the registration and the use of Your domain name do not infringe third party's rights (in particular trademark rights...) and are not contrary to Danish legislation. Failing the Registry can delete Your domain name or assign it to another person (General Conditions 10.3.2),
- the .DK Registry can request You documents proving the legality of the registration and the use of Your domain name and/or block, suspend, delete Your domain name, or assign it to another person, particularly, in case of breach of registration

rules and/or of Danish legislation, of confusion with identity, domain name, website or trademark of a third party, of phishing, of typosquatting, or of repeated violation of good domain name practice,
- under the Registry rules, You do not acquire property rights of the domain name registered but rather that You are granted user rights of the domain name,
- names containing two characters followed by two hyphens are not allowed,
- Gandi does not provide the Registry VID (Very Important Domain) service.

Technical requirements

Your registration application must specify at least 2 name servers (DNS) approved by the Registry, You can:

- indicate Gandi's DNS (approved by the Registry) or,
- before Your registration request, fill out the DNS approval procedure on the Registry website at the following address: https://www.dk-hostmaster.dk/english/technical-administration/dns-server-contacts/apply-for-nameserver/

You can check if Your DNS are approved at the following page: https://www.dk-hostmaster.dk/english/technical-administration/dns-server-contacts/approved-name-servers/

The .DK Registry checks if the DNS specified in the registration application are correctly configured for the domain name, according to the Registry's "zonecheck" standards.

If you want change Your DNS, they must also be approved by the Registry, then please fill out the DNS change form on line. The Registry will request You a confirmation, by email.

The name server host names must not be stated as CNAMEs for other host names.

Registration

During Your registration request on Our website, if You are a legal person, You shall have to provide Your VAT number.

The Registry processes registration applications in the arrival order. For any application, the registry checks if the application is complete and correct, and if the requested domain name is available:

- in case of mistake in Your application or if the domain name requested is not available, the Registry will reject Your application. If You want correct the mistake You shall have to submit a new application,
- once Your application validated, the Registry sends You an email indicating that the domain name is reserved to You. Within 3 months after this email, You must activate Your domain name. To do this, please log You on the Registry website (with Your user ID and Your password indicated in the Registry's email) and follow the steps (the full procedure is available in Danish only),
- once Your domain name activated, the Registry sends You an email confirmating that Your domain name is registered,
- if Your domain name is not activated within 3 months, it will be deleted by the Registry without penalty nor refund and it will become available for registration under the "first-come first-served" basis.

Once Your application validated and/or Your domain name registered, if the Registry notes that Your application was invalid (for example: invalid email address ...), the Registry can delete Your domain name.

Billing contact

You expressly agree, by this contract, that, at the Registry, Gandi is assigned to the billing contact of Your domain name at the registration and throughout its registration with Gandi.

Modification of the contact details

Updating the contact information associated to a .DK domain name via Your Gandi interface is not automatically reflected to the .DK Registry and can not be done by Gandi. **In accordance with the .DK rules, to be effective with the Registry, the update must be made by You via the Registry interface.**

Section .DK.4. Pricing

Our prices can be viewed on:
https://www.gandi.net/domain/price/detail/dk/

Section .DK.5. Storage of contact information

You accept that the .DK Registry can access Your personal contact information and display it in the public Whois database.

Individuals (natural persons) can opt-out of disclosing some personal information from the Registry Whois public database on request to the Registry and under some conditions which may be viewed at the following page:

- Data privacy policy: https://www.dk-hostmaster.dk/english/laws-conditions/privacy-policy/data-privacy-policy/

However the personal contact information hidden can be released by the Registry, on request where a legal interest is demonstrated (ex: in case of alternative dispute resolution procedure...):

- Disclosure procedure: https://www.dk-hostmaster.dk/fileadmin/filer/pdf/Procedure_for_disclosing_data.pdf

The .DK Registry is obliged to deposit personal contact information collected at a designated repository institution for an unspecified period. However, as a main rule, the Registry deletes all personal contact information associated to a domain name in

its databases at the latest 5 years after the deletion of the domain name.

Section .DK.6. Dispute resolution policy

The .DK Registry has set forth a .DK domain name Alternative Dispute Resolution Policy (« Complaint Board ») that You agree fully abide by:

- Explanations: https://www.dk-hostmaster.dk/english/complaints-and-suspension/complaints
- Rules: https://www.dk-hostmaster.dk/english/laws-conditions/rules-concerning-the-complaints-board
- Dispute Resolution Service Provider: http://www.domaeneklager.dk/uk/frontpage

The .DK Registry has also set forth a suspension procedure in some cases where it is manifest that the domain name is used for illegal purposes: https://www.dk-hostmaster.dk/english/complaints-and-suspension/suspension

Section .DK.7. Transfer (change of Registrar)

The process is started on Our Interface. Then, please contact Our customer service department to finalize Your transfer request (special procedure).

Before requesting the transfer of the domain, please be sure that Your domain name will **not expire in less than 1 month.**

According to the Registry's technical rules, it is not possible to set a Transfer prohibited status on a .DK domain name, to avoid any transfer request.

The transfer of a .DK domain name does not change the domain's Expiration date.

Section .DK.8. Ownership change

The change owner is launched from the Registry's website. Please fill out the change owner form on line, print and sign it, then send it to the Registry by standard mail, fax or email. Then, please contact Our customer service department to finalize the owner change.

The owner change of a .DK domain name does not change the domain's Expiration date.

Section .DK.9. Deletion process

25 days before the Expiration date, the domain name is released by Gandi to the Registry. All the associated technical services are deactivated. The domain **can not be renewed nor restored**, it will be deleted by the Registry, and will become available for registration under the “first-come first-served” basis.

-end of annex .DK-