

# Registrant Terms and Conditions

This details the legal terms that apply when registering a .ie domain name.



## Appendix 1: Registrant Terms and Conditions

### Registrant Terms and Conditions – Effective from 11 December 2023

#### 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;
- **“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 the Registry 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 Act 2018 (as amended) and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) (Amendment) Regulations 2019 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;
- **“Legal Person”** means any incorporated 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 the Registry, 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 the Registry collecting and processing Personal Data in accordance with the policy;
- **“Registrar”** means the party that enters into a non-exclusive registrar agreement with the Registry and obtains from the Registry the right to manage the registration and renewal of Domain Names under the “.ie” domain on behalf of future Registrants and Registrants respectively;
- **“Registrant”** means the party which has been granted the right to register and use a particular name in the “.ie” domain;
- **“Registry”** means the Irish not for profit organisation IE Domain Registry CLG, trading as .ie, currently situated at 2 Harbour Square, 4th Floor, Dun Laoghaire, Co Dublin, administrator of the “.ie” domain;
- **“Register”** means the database of all registered .ie Domain Names, operated by the Registry;
- **“Rules”** mean all rules and regulations applicable to the .ie Top Level Domain, including without limitation the Registration and Naming Policy, the WHOIS Services Policy including related Acceptable Use Rules, 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 requests to register or renew or transfer the right to use a Domain Name, or change registrar, 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 [weare.ie](http://weare.ie) or any other websites operated by the Registry 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 Services Policy”** means the rules for operation of the WHOIS lookup service which provides registration data for all .ie domain name registrations;
- **“WHOIS Acceptable Use Rules”** means the provisions of the WHOIS Services Policy as published on the Site from time to time referring to the permitted use of the WHOIS Services and the Registry systems;

## 1.2 This Agreement

By applying to register a Domain Name whether directly to the Registry 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 the Registry:

- (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, the Registry will not accept the following Domain Names for registration.

- Names that are already registered (“first come, first served” principle), names in the deletion process, names that are unavailable for registration, or names that are reserved or blocked or on hold as determined by the Registry from time to time.
- Names that are not registrable as 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 the Registry).
- 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 request is submitted and completed first. A request is complete when it is received by the Registry computer system (not when it was sent), and when all relevant information and requirements required by the 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 registration request 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 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 the Registry, its Domain Name and its name as Registrant. The Registrant acknowledges, that by the Registry registering the Domain Name, the Registry are not acknowledging that the Registrant has any rights in any words within the Domain Name, and the Registry 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 the Registry 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) The Registry 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 the Registry from time to time. In case of a breach of the terms and conditions, the Registry 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) The Registry 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 the Registry that it does so.

f) In addition to the foregoing, the Registry 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 the Registry in respect of a Domain Name are not paid within 30 days of a request by the Registry 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 the Registrant's instructions (including the absence of instructions see clause 3h)) or the instructions of a Registrar;

ix) if the Registry 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 right to use 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 the Registry that is necessary for the performance of the contract;

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

g) The Registry may suspend, 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 its users, or the Registry 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.

#### **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 the Registry according to the agreement between the Registrar and the Registry.

b) The Registrar has access to the computer system of the Registry 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) The Registry 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 the Registry relating to the .ie domain registration, accurate, complete and up to date (i) with the Registrar from whom the Registrant contracts for registration services and (ii) with the Registry (via the Registrar or directly) as described in the Registration and Naming Policy;

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

c) to provide any identification or documentary evidence the Registry reasonably ask for and allow the Registry to keep copies of these documents for the Registry files in accordance with the .ie 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 the Registry. The Registry 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. The Registry 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 the Registry as published from time to time;

f) to notify the Registry 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 Registration and Naming Policy within 30 days of any request from the Registry;

h) to respond to requests from the Registry to confirm the accuracy of the personal data, including but not limited to contact information, it holds on the Registrant and its nominated domain contacts, 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 suspension or termination of the registration without further notice.

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

a) The registration and auto-renewal process with the Registry will be conducted by the Registrant through an Accredited Registrar, who is acting on behalf of the Registrant. The Registry shall make available on its web site a list of the accredited Registrars, and a copy of the typical agreement between the Registry and the Registrar. The Registry 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 the Registry is terminated or expires, the Registrant may choose to transfer the domain to another Registrar for management purposes.

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 must be an IE accredited Registrar;

ii) the Registrant shall provide its new Registrar with the Authorisation Code for the Domain Name. The Authorisation Code may be obtained from the current Registrar or the Registry;

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

d) The Registrant acknowledges that the Registry 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 the Registry if its agreement with its Registrar terminates for any reason or expires.

## **7. Privacy policy**

a) The Registrant hereby authorises and permits the Registry 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 .ie Privacy Policy as set out on the Registry Site from time to time. The Registry shall only use this data as set out in the .ie Privacy Policy or as provided in these terms and conditions. The Registry will only transfer this data to third parties in accordance with the terms of the .ie 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 the Registry for a copy of its Personal Data and to arrange for it to be amended or erased where inaccuracies exist. Where the Registry 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 the Registry. Should the Registrant wish to avail of any of the above, a request should be sent to the Registry at [registrations@weare.ie](mailto:registrations@weare.ie).

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

c) The Registrant hereby authorises and permits the Registry to make the following Data accessible on its website (through the WHOIS Services) – along with some other technical data – to guarantee the transparency of the Domain Name system towards the public including but not limited to:

- Registrant Name (where the Registrant is a Legal Person);
- Domain Name;
- Date of registration, renewal and status of the Domain Name;
- Contact ID of the registrant contact
- Contact ID of administrative contact (admin-c);
- Contact ID of technical contact (tech-c); and
- Registrar name

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

Third Parties and Irish National 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 the Registry. The Registry will evaluate the invoked legitimacy for the disclosure and take a decision whether or not to communicate the requested data in accordance with the 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 the Registry to act on the instructions of and communicate with whichever Registrar the Registrant designates to act as its Registrar from time to time and with the Registrant's legal representative as designated by the Registrant's nominated administrative contact. Accordingly, the Registrant acknowledges and agrees that the Registry are entitled to treat any communication to or from the Registrant's Registrar or administrative contact 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 the Registry 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) the Registry 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 the Registry . The Registry 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) The Registry 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 the Registry. 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 the Registry. The Registry does not, and will not, participate in the administration or conduct of any proceedings before the Administrative Panel. Neither the Registry, 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. The Registry shall also be informed of these decisions. If the Registrant is involved in other legal procedures concerning its Domain Name, the Registrant shall inform the Registry of the final decision(s). The Registry may decide to publish the decisions referred to in the present clause.

8) Courts of competent jurisdiction. The submission to the Registry'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, the Registry 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, the Registry 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 the Registry over the Domain Name registration that are not brought under the Registry's dispute resolution procedures in 10(A) and 10(B) shall be resolved through any court proceedings, arbitration or other available proceedings.

10) The Registry will not participate in any dispute between the Registrant and any party other than the Registry over the registration and use of the Domain Name, neither in the Registry's dispute resolution proceedings, nor in any other proceedings. The Registrant shall not name the Registry as a party or otherwise include it in any such proceedings. If the Registry 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 the Registry of the identity of the Complainant and the Domain Name involved. The Registry 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 the Registry. The Registry 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 the Registry, 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. The Registry shall also be informed of these decisions. If the Registrant is involved in other legal procedures concerning its Domain Name, it shall inform the Registry of the final decision(s).

9) Courts of competent jurisdiction. The submission to the Registry'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 Registry 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, the Registry 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, the Registry 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 the Registry over the Domain Name registration that are not brought under the Registry's alternative dispute resolution procedures in 10(A) and 10(B) shall be resolved through any court proceedings, arbitration or other available proceedings.

11) The Registry will not participate in any dispute between the Registrant and any party other than the Registry over the registration and use of the Domain Name, neither in the Registry's alternative dispute resolution proceedings, nor in any other proceedings. The Registrant shall not name the Registry as a party or otherwise include it in any such proceedings. If the Registry 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. Communication between the Registry and Registrant.**

a) IE Domain Registry CLG, trading as .ie, 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@weare.ie]. Vat Registration Number 6335315V.

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

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

(i) if to the Registry to: [registrations@weare.ie](mailto:registrations@weare.ie) or by registered post to the address of the Registry as set out above;

(ii) if to the Registrant: the Administrative Contact (AdminC) email address communicated to the Registry 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 the Registry.

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

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

b) The Registry 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 Registry systems and the data in them are excluded to the maximum extent permissible by law.

d) The Registry will not be liable to the Registrant whether under contract law, tort or under statute arising from any breach by the Registry 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 the Registry 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) The Registry 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 Registry Site, systems or the information in them.

f) The Registry'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 the Registry received from the Registrant in that period or 5,000 Euro whichever is lower.

g) The Registrant shall indemnify and keep the Registry 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 the Registry and the Registrant in respect of the Services provided by the Registry, and replace all previous contracts, understandings and representations whether spoken or written.

## **18. Assignment**

The Registry 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 the Registry.

## **19. Sale or Transfer of the Right to use Domain Names**

In the event that a Registrant wishes to sell or transfer the right to use a Domain Name it has registered with the Registry to a third party (proposed future Registrant):

- a) the Registrant hereby acknowledges and shall ensure that any such sale or transfer is conditional upon (i) the proposed future Registrant complying with the terms and conditions of this Agreement and the Rules; and (ii) the proposed future Registrant complying with and satisfying the requirements of the Rules, including but not limited to the .ie Registration and Naming Policy;
- b) the Registrant shall notify the proposed future Registrant in writing that:
  - i) any transfer of the right to use a Domain Name is conditional on the proposed future Registrant applying to the Registry via the Registrar for and obtaining the right to use the Domain Name in accordance with the Rules including but not limited to the Registration and Naming Policy;
  - (ii) there is a risk that the Registry will not permit the proposed future Registrant to register the name if the proposed future Registrant does not satisfy the requirements of the Rules, including but not limited to the Registration and Naming Policy;
- d) the Registrant hereby acknowledges and agrees that it shall not have any right to make any claim against the Registry for any costs, losses or damages (whether direct, indirect, consequential or special) in the event that the Registry does not register the proposed future Registrant as having the right to use the Domain Name, on the grounds that the proposed future Registrant has not complied with and satisfied the Rules including but not limited to the Registration and Naming Policy;
- e) the Registrant shall indemnify and keep indemnified and hold harmless the Registry 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 proposed future Registrant making a claim against the Registry for the loss of any valuable consideration given by it in connection with any sale or transfer or proposed or transfer of the right to use the Domain Name.