

.eus Registration Policy

Definitions

This Registration Policy sets forth the terms and conditions which govern the registration of .eus domain names. In this Registration Policy:

- a. **“Registrant”, “You” and “Yours”** refer to the individual or legal entity which applies for or wishes to register a .eus domain name.
- b. **“Registry Operator”, “Registry”, “We”, “Us” and “Our”** refer to the puntuEUS Fundazioa, as the body responsible for operating the .eus Top Level Domain.
- c. **“Registration Data”** refers to the complete set of contact data and information that needs to be provided for the valid registration of a .eus domain name.
- d. **“Registration Policy”** refers to this .eus Domain Name Registration Policy..
- e. **“ICANN”** means the Internet Corporation for Assigned Names and Numbers.

1. Acceptance of this Registration Policy

- 1.1. By applying to register a .eus domain name, or by asking to renew Your domain name, You agree to be legally bound by:
 - a. This Registration Policy set forth by the PuntuEUS Fundazioa (as the body responsible for operating the .eus Top Level Domain), as updated from time to time;
 - b. The Registration Agreement provided by Your Registrar (i.e. the organization accredited by ICANN and the Registry Operator to provide .eus domain name registration services) through which You applied for a .eus domain name; and
 - c. Any other policies mandated by ICANN as updated from time to time by ICANN.
- 1.2. You hereby represent and warrant to Us that the statements that you made in Your Registration Agreement with the registrar sponsoring Your .eus domain name are complete and accurate.
- 1.3. You agree and acknowledge that it is Your sole responsibility to determine whether Your .eus domain name registration and use complies with this Registration Policy.

- 1.4. Your .eus domain name shall be in accordance with the syntax norms established by ICANN and by Us, and shall not consist of any of the reserved names established by Us. You acknowledge that a domain name registered against the syntax norms, the reserved names, or this Registration Policy may be cancelled without a refund. We will not be liable in any case for such cancellation.
- 1.5. We cannot guarantee that You will obtain a desired domain name, even if an inquiry indicates that such domain name is available at the time of Your application.
- 1.6. You acknowledge and agree that registration of Your chosen .eus domain name does not confer immunity from objection to the registration or use of the domain name, as set forth in Section 5 below.

2. Eligibility Requirements

2.1. Nexus with the .eus Community

To register and renew a .eus domain name, You must be an individual or corporate entity with a nexus to the .eus community at the time of registration and thereafter.

Registrations under the .eus TLD are restricted to those fulfilling these two requirements:

- a. bona-fide membership of the Basque linguistic and cultural community on the Internet. The community consists of those who use (or commit to use) the Basque language for their online communications, and/or promote the different aspects of Basque culture online, and/or intend to specifically address their online communications and services to that community.
- b. subject to the further requirement that the registrant's actions in the Basque linguistic and cultural community, as well as the registrant's use of the registered domain name, must be:
 - generally accepted as legitimate; and
 - beneficial to the cause and the values of the Basque linguistic and cultural community; and
 - commensurate with the role and importance of the registered domain name; and
 - in good faith at the time of registration and thereafter.

Registrants are required to state their intended use of the registered domain name. A false statement of intended use is an indication of bad faith and can be the basis for the suspension of the domain name.

Upon registration and during all the life of the .eus domain name You must be able to demonstrate either of the aforementioned fields is applicable to You. Community nexus is subject to post-validation by way of an extensive compliance program based on the same criteria that form the basis of the TLD.

2.1.1. Geographic Names

To register geographical names of any of the areas where Basque is an autochthonous language, its monuments, symbols or local landmarks, or other locally-relevant and iconic names, including the variations and abbreviations thereof, you must be or have the permission from the PuntuEUS Fundazioa.

2.1.2. Names of Public Authorities and Public Services

To register:

- a. mes of Public Authorities at any level in the areas where Basque is an autochthonous language or having competences over it, including any variations and abbreviations thereof, or other terms in common use to describe them; and
- b. Names directly or indirectly related to a public service for which Public Authorities in the areas where Basque is an autochthonous language have specific responsibilities (including, e.g., public order and public safety, public affairs and institutional relations, public health, taxation, economic development and promotion, transportation, urban planning and environmental protection, culture and education, citizen participation and tourism);

you must be or have the permission from the aforementioned Public Authorities. In this section “Public Authorities” means international, national, and regional public authorities, as well as local and municipal authorities, including but not limited to agencies, consortiums, commissions, and other administrative divisions of the areas where Basque is an autochthonous language and/or having competences over it.

2.2. "First come, first served" rule

Unless otherwise provided for in certain registration phases, the registration of domain names under the .eus top-level domain is handled on a "First come, first served" basis, i.e. Registrar requests are processed in chronological order of receipt.

2.3. Syntactic rules

Your .eus domain name shall be in accordance with the syntactic standards established by ICANN.

Numbers, letters, hyphens, and all of the characters used in the Basque language and other languages using the Latin alphabet are accepted.

2.4. Reserved names

The Registry Operator can, and, under certain conditions, is required to exclude certain .eus domain names from registration.

2.4.1. Names reserved as required by ICANN

ICANN provides a list of reserved domain name categories that the Registry Operator must exclude from registration, except under certain conditions. These conditions are described in Specification 5 of the Registry Agreement. "Registry Agreement": refers to the contract signed by the Registry Operator and ICANN on December 12, 2013 , and available at:

<https://www.icann.org/resources/agreement/eus-2013-12-12-en>

2.4.2. Names reserved by the Registry Operator

We reserve, at Our sole discretion:

- a. The ability to make certain domain names unavailable for registration, or only allow them to be assigned under certain conditions;
- b. The right to determine the time and conditions under which said domain names may be registered and/or how they may be used; and
- c. The right to publish or not to publish the list of reserved terms.

3. Use of Your .eus Domain Name

You, Registrant, agree that:

- a. You are fully responsible for the registration and use of the .eus registered domain name. If You allow another person to use Your .eus domain name, You may be held liable for wrongful use of your domain name (i.e. the domain name for which You are the Registrant) by the third party.
- b. You will use the .eus domain name in a way that is:
 - i. generally accepted as legitimate; and
 - ii. beneficial to the cause and the values of the Basque community; and
 - iii. commensurate to the role and importance of the domain, according to the judgement that an average user would reasonably make in the context of that domain name; and
 - iv. based on good faith at registration and thereafter.

Names which do not meet these requirements include, among others, those which or whose use may, at the Registry Operator's discretion:

- Mislead or deceive the public, for instance as to the geographical place they refer to or the official nature of its origin; or
 - Take unfair advantage of the primary meaning or repute attributed by the public to the selected name; or
 - Hamper the potential content, from a public interest perspective, for the domain name in question, keeping in mind the primary meaning of the name (i.e. whether it is descriptive or generic in nature) and/or the repute attributed by the relevant public to such name.
- c. You will not use Your .eus domain name in violation of any rights of third-parties, including but not limited to third-party's intellectual property rights in the broadest sense.
 - d. You will not use Your .eus domain name to offer third level domain name registrations to independent third parties as a commercial registry type service.
 - e. You will not use Your .eus domain name to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet.
 - f. You will not distribute malware, abusively operate botnets, phish, piracy, trademark or copyright infringement, fraudulent or

deceptive practices, counterfeit, or otherwise engage in any activity contrary to any applicable law.

- g. You will not use Your .eus domain name for the purpose of trafficking in domain names for sale, resale or transfer. Furthermore, You shall not enable, contribute or willingly aid any third party to achieve the said purpose.
- h. You will not use Your .eus domain name in a manner that may damage or bring into disrepute the name, image or reputation of the the .eus community.

4. Registry's Rights and Compliance

- 4.1. We reserve the right, in Our sole discretion, to:
- a. deny or cancel any .eus domain name applied for or registered in violation of the eligibility requirements set forth in Section 2 above (i.e. lack of Community Nexus); and to
 - b. suspend and/or cancel any .eus domain name registration whose Registrant has lost the nexus with the .eus Community as required in Clause 2.1.

Our decision to grant, deny and/or suspend Your .eus domain name under this Clause 4.1 may be challenged through the .eus Eligibility and Reconsideration Dispute Resolution Procedure (ERDRP) referred to in Clause 5.1 c.

- 4.2. We and Our accredited Registrars reserve the right to, in Our sole discretion, deny, suspend and/or cancel Your .eus domain name registration if:
- a. You fail to follow the this Registration Policy, including but not limited to if you directly or indirectly use Your .eus domain name in contradiction with any if the obligations set forth in Clause 3;
 - b. You willfully provide inaccurate or unreliable Registration Data, or intentionally or negligently fail to promptly update it;
 - c. You fail to respond in a period of ten (10) days to inquiries by the registrar or reseller sponsoring the registration and/or by Us concerning the accuracy of the Registration Data associated with Your domain name or another incidence associated to Your .eus domain name;
 - d. You or third parties reasonably appear to be engaging in illegal activity in the use of Your .eus domain name;
 - e. Your domain name reasonably appears to be infringing upon or is likely to violate the rights of third parties;

- f. You engage in a conduct that may reasonably put Us or Our accredited registrars in breach of any applicable Law, governing authority, public policy or third party agreement; and/or
- g. Law enforcement, a Court of Justice or another relevant authority requests that We do so.

In case that We determine lack of compliance, either on this Registration Policy or on the accuracy of Your Registration Data, You will be contacted to clarify/correct the situation. Your domain name may be suspended if the Registry determines this suspension as a cautionary measure. If you can not prove that Your use of the domain name is in compliance with this Registration Policy within fifteen (15) days, the Registry may suspend or even cancel Your .eus domain name.. You acknowledge and agree that in case of suspension and/or cancellation of your .eus domain name under this Clause 4.2, you will not be reimbursed any registry fees.

You may challenge Our decision to suspend and/or cancel your .eus domain name under this Section 4.2 pursuant the Eligibility and Reconsideration Dispute Resolution Procedure (“ERDRP”), and which can be found at

<https://www.domeinuak.eus/en/register/domain-policies/>

- 4.3. We also reserve the right to deny, suspend, modify the status, cancel and/or transfer any registration that it deems necessary (i) to protect the integrity, security, and stability or the .eus registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on Our part as well as Our agents, officers, directors, representatives, employees, and stockholders.
- 4.4. Unless the lack of compliance is corrected by this deadline or there is an open compliance challenge, Your .eus domain name may be suspended for an additional period or cancelled. In case of suspension and/or cancellation of your .eus domain name under this article, You will not be reimbursed any registry fees.
- 4.5. We also reserve the right to deny, suspend, modify the status, cancel and/or transfer any registration that We deem necessary:
 - a. to protect the integrity, security, and stability or the .eus registry;

- b. to avoid any liability on the part of the PuntuEUS Fundazioa, its agents, officers, directors, representatives and employees;
- c. to comply with all applicable laws and regulations, or with any dispute resolution process;
- d. to comply with any order from a Court of competent jurisdiction

5. Dispute Resolution

- 5.1. You adhere and agree to comply with all ICANN and PuntuEUS Fundazioa policies and procedures for resolution of disputes concerning Your .eus domain name. You agree in particular to submit to the following Dispute Resolution Policies:
 - a. The Uniform Domain Name Dispute Resolution Policy ("UDRP") adopted by ICANN, which can be found at <http://www.icann.org/en/help/dndr/udrp/policy> and is incorporated into this Registration Policy by reference. Any third-party challenge to Your .eus domain name registration following UDRP Proceedings will be conducted according to the Rules available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.
 - b. The Uniform Rapid Suspension ("URS") Policy and URS Procedure adopted by ICANN, which can be found at <http://newgtlds.icann.org/en/applicants/urs>, as well as to any other dispute policies that may be mandated by ICANN; and
 - c. The .eus Eligibility Restrictions Dispute Resolution Procedure ("ERDRP"), which sets out the terms and conditions in connection with any challenge to a decision made by the PuntuEUS Fundazioa concerning the eligibility to register .eus domain names, which can be found at: <https://www.domeinuak.eus/en/register/domain-policies/>
- 5.2. You acknowledge and agree that the Registry Operator may not guarantee the peaceful and continued use of your .scot domain name in the case of a successful challenge by a legitimate third party through one of the above dispute resolution mechanisms

or by the order of a Court of competent jurisdiction or another competent public authority.

6. Registration Data and Privacy

This Section informs You about our processing of Your Registration Data in accordance with ICANN mandated policies, European Union's General Data Protection Regulation (GDPR) and other applicable data protection legislation.

Controllers

ICANN, We as Registry Operator and Your Registrar, and eventually Your reseller, are joint controllers (or Data Processors were specified) for Your data processing that is required to carry out Your Domain Name registration, as described in this Section. The main for such processing includes, among others, domain name transfers and trades, making Your domain name resolve and making available information via the Whois service.

The role of ICANN, a California based US non-for-profit corporation, is establishing the policies on aspects including the collection and publication of data as well as to ensure that the system is secure, stable and resilient.

You can find more information about ICANN here

<http://icann.org>

ICANN contractually requires Us and Your Registrar to process personal data and enforce these contractual obligations, which - in part - are policies established by ICANN's multistakeholder community. ICANN also requires the contracted parties to submit reports regularly.

It is the Registrar's, and/or the resellers', role to offer domain name registrations and potentially other services to the Registrants. According to ICANN's requirements, the Registration Data is collected by the Registrar and then transferred to the Registry.

The Registry's role is to maintain a central repository of all domain name registrations and to make domain names resolve via the Domain

Name System (DNS). The Registry does not offer domain name registrations directly to registrants.

You may contact us here:

PuntuEUS Fundazioa

Arriola pasealekua 2

20018 Donostia (Gipuzkoa)

Phone: +34 943085051

E-Mail: dba@domeinuak.eus

The data we collect

As a community based TLD we have specific Registration Data requirements. The Registration Data is the full set of data referred to in this Section, including the data of all contacts and the intended use. Registrars are required to collect data on the following contacts and transfer this Registration Data to us:

- Domain Name
- Nameservers
- Registrant Name
- Registrant Organization
- Registrant Street
- Registrant City
- Registrant Postal Code
- Registrant Province
- Registrant Country
- Registrant Phone
- Registrant Phone Ext
- Registrant Fax
- Registrant Fax Ext

The same data elements as for the Registrant apply to the Admin contact and Tech contact. The same data elements apply also for the Billing contact, being this one optional.

Intended use: additionally, You must provide the intended use for your domain name.

Legal Basis for the collection

The legal basis for the collection of personal information on these contacts is Art. 6.1.b) GDPR. For the Registrant and the intended use it is to perform the domain name registration in accordance with specific eligibility requirements and for post-registration validation for the contract performance purpose; for the Administrative Contact it is to be able to perform domain name management operations such as transfers, compliance and other; and for the Technical Contact it is contactability in case of technical issues.

When data of third parties is collected, e.g. where the Registrant, Admin Contact or Tech Contact is different from the person(s) the Registrar collects the data from, the Registrar is responsible for informing those third parties about the terms of this Registration policy, including all privacy related provisions.

ICANN, Registry and Registrar and, eventually, the Registrar's reseller are Data Controllers.

Transfer of data to the Registry

We also require the Registrar to transfer the data mentioned above to us. The legal basis for that is Art. 6.1.f) GDPR since we have a legitimate interest in identifying and investigating patterns of illegal behavior, help with ownership disputes and to operate a central repository of owner data.

For this processing activity, ICANN and the Registry are the Data Controllers and the Registrar is the Data Processor.

Processing of data by third parties

We are using a third party Back-end Registry Service Provider (CORE Association) based in Switzerland, that is a Data Processor of Your Registration Data.

We, as Data Processors, will also pass on the data to an escrow agent as required by ICANN (Data Controller) and the data might be transferred to an Emergency Backend Operator (EBERO) appointed by ICANN in case of Registry failure.

Disclosure of data

We will not publish personal data on the whois or otherwise disclose your Registration Data to third party apart from the domain name as such except in the cases referred in the following paragraph.

Disclosure of personal data will only occur if there is an established legal basis for such disclosure based on a case-by-case assessment. The legal basis for such disclosure might be Art. 6.1.b) (in case of URDP and URS), Art. 6.1.c) (in case of requests by competent authorities) or Art. 6.1.f) (based on a legitimate third party interest).

In the absence of an accreditation model adopted by ICANN, all disclosure requests will be assessed individually.

En ausencia de un modelo de acreditación adoptado por la ICANN, todas las solicitudes de divulgación se evaluarán individualmente.

Retention of data

Registration data is deleted without undue delay if and to the extent that the purpose of data collection has been reached or ceases to exist. The data processed by us will be deleted at the latest after expiry of statutory retention periods. We adhere to the requirements of Articles 17 and 18 GDPR.

Please note that there might be retention periods required by ICANN. The registration data might need to be stored for a period of one (1) year after the end of the domain name registration by the parties involved.

The following rights can be claimed against the controller:

- Right of access by the data subject. Art. 15 GDPR
- Right to rectification. Art. 16 GDPR. Modifications shall be requested to your Registrar of record or Your reseller as the Registry can not perform such modification on its own.
- Right to erasure ('right to be forgotten'). Art. 17 GDPR Be aware that the request to erase your Data may cause the deletion of your Domain Name.
- Right to restriction of processing. Art. 18 GDPR
- Right to data portability. Art. 20 GDPR
- Right to object. Art. 21 GDPR.

You have the right to lodge a complaint with a supervisory authority about the processing of personal data by the controller.

Data accuracy

You shall immediately correct and update any incorrect or inaccurate Registration Data during the term of the domain name registration.

Registration Data processing

We will only process Your Registration Data according to applicable data protection legislation and will take all technical and organizational measures to protect Your Registration Data from loss, misuse, unauthorized access or disclosure, alteration or destruction, as well as undertaking any other security measure required by applicable Law.

7. Indemnification

To the maximum extent permitted by applicable Law, You shall fully defend, indemnify and hold the Registry Operator harmless from any and all loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out any dispute in relation to the registration and/or operation of Your .eus domain name, including but not limited to disputes arising out of or in relation with the breach of Section 3.

8. Policy modifications

We reserve the right to modify this Registration Policy at any time. We will post the revised Registration Policy at at least thirty (30) calendar days before it becomes effective. Unless this version of the Registration Policy has already been invoked by the submission of a complaint or dispute under this Policy, in which event the version of this Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon You with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of Our change. In the event that You object to a change in this version of the Registration Policy, Your sole remedy is to cancel Your .eus domain name registration, provided that You will not be entitled to a refund of any registry fees. The revised Registration Policy will apply to You until You cancel Your domain name registration.

9. Governing law and jurisdiction

- 9.1. This Registration Policy is governed by Basque, Spanish and European law.
- 9.2. Any legal controversy that may arise from the interpretation or execution of this Policy shall be resolved by the competent courts of Donostia.

10. Language

- 10.1. This Registration Policy is drafted in Euskara and English.
- 10.2. In the event of any difficulty in interpreting the terms of this Policy, the Euskara version shall prevail between the parties.