

Terms and conditions for the right of use to a .dk domain name

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These terms and conditions are version 13 with effective date 26th April 2023 and are laid down in accordance with section 14(1) of the Danish Domain Names Act. Punktum dk A/S is obliged to observe good domain name practice in the laying down of these terms; see section 14(3) of the Danish Domain Names Act.

1. About the right of use to a .dk Domain Name

- 1.1 These terms and conditions for the right of use to a .dk domain name (hereinafter "Terms and Conditions") lay down conditions for obtaining the right of use to a second-level domain name under the .dk domain, including rights and obligations in connection with the use of such a .dk domain name (hereinafter "Domain Name").
- 1.2 These Terms and Conditions are laid down by Punktum dk A/S (hereinafter "Punktum dk") and are accepted upon the conclusion, renewal, or extension of an agreement with Punktum dk on the right of use to a Domain Name (hereinafter the "Agreement").
- 1.3 An "Applicant" is a legal or natural person who submits an application for a Domain Name to a "Registrar" of his choice. A Registrar can be established both within and outside the EU and sells Domain Names based on a valid Registrar contract with Punktum dk.

An Applicant can only be considered for the right of use to a Domain Name that is not already registered or suspended.

- 1.4 An Applicant who has been granted the right of use to a Domain Name by submitting an application for registration of a Domain Name or a legal or natural person who has had a Domain Name transferred becomes a "Registrant" by concluding the Agreement with Punktum dk. The Terms and Conditions are an integral part of the Agreement between the Registrant and Punktum dk.
- 1.5 An Agreement on the right of use to a Domain Name and a renewal or extension thereof shall not be covered by the provisions on the right of cancellation in the Danish Consumer Contracts Act (*forbrugeraftaleloven*), cf. the exception in Section 18.2(13) in the Danish Consumer Contracts Act (*forbrugeraftaleloven*).
- 1.6 Punktum dk may cancel the Agreement as described in detail in these Terms and Conditions, including if a Registrant does not meet his/her obligations. In such cases, a registrant is not entitled to reimbursement of any payment for a Domain Name.

When an Agreement is cancelled for whatever reason, it implies that the Domain Name is suspended for a period of 30 days, after which the Domain Name is deleted. From the time of suspension, Punktum dk will no longer publish information about the Registrant.

Suspension of a Domain Name means that the Domain Name is disconnected from name servers, so that amongst other any website in its entirety and email addresses associated with the Domain Name will be out of order.

Deletion of a Domain Name means that the Domain Name is again available for registration.

2. Administration of Domain Name

2.1 A Registrant may choose one of two possible arrangements for managing the right of use to the Domain Name:

1. By agreement with a Registrar the Registrant authorizes the Registrar to take certain actions on behalf of the Registrant (hereinafter "Registrar Management"), which collectively include:
 - Make payment to Punktum dk in connection with a conclusion of Agreement and the renewal and extension thereof, and with a restoration of a Domain Name, which has been suspended where this is possible according to these Terms and Conditions.
 - Update the Registrant's contact information: Email address, telephone and fax number and specified contact person if the Registrant is resident in Denmark and in addition postal address if the Registrant is resident outside Denmark.
 - Manage name servers: Secure connection of at least two authoritative name servers, change name servers, attend to security measures, including about DNSSEC, and register name servers under the Domain Name.
 - Carry out Domain Name transfer. The registrar will only be able to offer this service to a Registrant at a time determined by Punktum dk and announced on Punktum dk's website.
 - Terminate the Agreement.
2. The Registrant may take certain actions himself to manage the right of use to a Domain Name or by agreement let others assist (hereinafter "Registrant Management"). This assistance may include the following:
 - The Registrant may agree with another legal or natural person that the person in question should be appointed billing contact for the Registrant's Domain Name, which thus handles all payments to Punktum dk on behalf of the Registrant.
 - The Registrant may agree with another legal or natural person that the person in question should be appointed proxy to act on behalf of the Registrant to a limited extent, which includes: Initiate change of name servers, attend to security measures, including DNSSEC, register name servers on the Domain Name, change the registration period for a Domain Name, replace the billing contact for the Registrant's Domain Name etc.

2.2 The billing contact's and the proxy's options to act on behalf of the Registrant, cf. section 2.1, no. 2, are described in more details on Punktum dk's website.

In relation to Punktum dk, the Registrant is responsible for ensuring that the contact information of the billing contact and the proxy are accurate.

2.3 With Registrar Management a Registrant is entitled at any time to make a change to Registrar Management by another Registrar or a change to Registrant Management. A change as mentioned above can only be carried out once a possible control according to section 4.3 has been completed.

If the Registrar with whom the Registrant has an agreement does not have a valid Registrar Contract with Punktum dk, Punktum dk will make a change for the Registrant to Registrant Management.

- 2.4 With Registrant Management a Registrant may make a change to Registrar Management of a Domain Name if there are no unpaid invoices from Punktum dk regarding the Domain Name.

3. Application for the right of use to a Domain Name

- 3.1 An application for the right of use to a Domain Name must be made through a Registrar.

- 3.2 The Applicant must enable the Registrar to submit an application to Punktum dk with the following information.

- The Domain Name applied for.
- The registration period, i.e., the requested period of the Domain Name registration (the registration periods that an Applicant can choose are stated on the website of Punktum dk).
- The names of at least two authoritative name servers that are registered with Punktum dk.
- Choice of management arrangement, cf. section 2.1.
- The Applicant's own correct contact information, i.e., full name, one physical postal address, telephone number and email address
- CVR number if the applicant is a Danish legal person.

In addition, if the application concerns a Domain Name that Punktum dk has offered separately to the Applicant, the Applicant must ensure that the Registrar can disclose an associated code issued by Punktum dk.

- 3.3 The registration period starts when Punktum dk registers the Domain Name after having ascertained:

- that the Domain Name is not already registered or suspended,
- that the application contains the information stated in sub-clause 3.2, and
- that the name servers stated are registered with Punktum dk.

The first registration period runs from the date when Punktum dk registers the Domain Name and until the end of the period as applied for.

The registration period may be interrupted if an Applicant for a Domain Name has not accepted the Agreement with Punktum dk within four days and nights after Punktum dk sent the Agreement to the Applicant at the email address stated.

4. Accurate contact information

4.1 A Registrant must ensure that its contact information in Punktum dk's systems is accurate at all times. This means that the Registrant's contact information must be correct and up-to-date which means

- that Punktum dk as a result has registered the Registrant with correct identity, and
- that it is possible at any time to be informed who the Registrant behind a domain name is, and
- that the Registrant can be contacted directly.

4.2 With Registrant Management the Registrant must ensure accurate contact information in accordance with the method specified by Punktum dk.

With Registrar Management a Registrant has authorized a Registrar to update on his behalf email address, telephone number and specified contact person if the Registrant is domiciled in Denmark and, in addition, physical postal address if the registrant is domiciled abroad.

4.3 Punktum dk may, as part of the verification of the registrant's contact information, carry out an examination of the information associated with the registration of the Domain Name.

Punktum dk may also, as part of the verification that the Registrant's contact information is accurate, specify the measures that the Registrant must follow. This may include:

- electronic identification,
- request to submit documentation in Danish or English of the Registrant's contact information, as they appear in Punktum dk's systems, or
- update of its contact information at the request of Punktum dk.

4.4 If a Registrant does not ensure that the contact information is accurate, including that a request, cf. section 4.3, has not been answered, within 25 days of sending the request from Punktum dk, Punktum dk may decide to cancel the Agreement. Such a decision may apply to all the Domain Names to which a Registrant with the contact information in question has a right of use.

4.5 Notifications from Punktum dk to a Registrant will be sent electronically via the contact information stated by the Registrant. Punktum dk is entitled to enforce a decision to cancel the Agreement; this also applies if the Registrant has not received the notification or if for some other reason the notification has not been brought to the Registrant's attention.

5. Payment for a Domain Name

5.1 A Registrant pays a fee for having a Domain Name registered for a period (hereinafter "Domain Fee"). Fee for the first registration period of a Domain Name

is paid to the Registrar, who is then responsible for the further payment of the Period Fee to Punktum dk.

- 5.2 The right of use to a Domain Name is renewed by payment of a Domain fee for a new period and may be extended during the registration period upon payment of a fee. When this payment is made, the Agreement with Punktum dk on the right of use to the Domain Name is renewed or extended at the same time.
- 5.3 With Registrar Management the Registrar is automatically responsible for payment of the Domain Name to Punktum dk, unless the Registrar has informed Punktum dk that the Agreement will not be renewed.
- 5.4 With Registrant Management, after the first registration period, a Registrant or the person who has been appointed billing contact of the Registrant's Domain Name may pay the fee for renewal or extension of the Agreement direct to Punktum dk.

If the Registrant has appointed another person to be billing contact, Punktum dk will issue invoices and send notifications about payments to this person.

A Registrant or the person who has been appointed proxy by the Registrant cannot change billing contact for the Domain Name if there is an unpaid invoice from Punktum dk regarding the Domain Name.

- 5.5 If a registration period is not renewed by payment of a new Domain Fee, Punktum dk will suspend the Domain Name for a period of 30 days.
- 5.6 Against payment of a fee, a Registrant is entitled to have a Domain Name restored when the Domain Name has been suspended owing to non-payment of a Domain fee.

With Registrar Management the Registrant has authorized a Registrar on behalf of the Registrant to have a suspended Domain Name restored when the suspension is due to non-payment of a Domain fee.

With Registrant Management, payment can be made for restoring a suspended Domain Name, regardless of who is making the payment. In that case, it is a condition for renewal of the registration period that the Registrant subsequently declares in accordance with the method specified by Punktum dk that the Registrant wish to renew the Agreement. It is also a condition that the Registrant must ensure that his contact information is correct, cf. section 4.

- 5.7 If no new Domain Fee and fee for restoring the Domain Name have been paid during the suspension period, cf. section 5.5, Punktum dk deletes the Domain Name.
- 5.8 Punktum dk may unilaterally introduce or change fees if it is necessary to cover costs for supplying and operating services connected to the administration of Domain Names. An introduction of or change in fees may be caused by matters related to maintaining and updating user interfaces, IT systems and

administrative operations; product development; changes in legislation or standards; inflation and regulations of price index; expenses to suppliers or other external parties, and measures to meet legal actions. A further elaboration of this is available on the website of Punktum dk.

- 5.9 All fees are stated on the website of Punktum dk. All payments to Punktum dk must be made in the manner specified by Punktum dk.

6. Requirement of connection to name servers

- 6.1 A Domain Name must be connected to at least two authoritative name servers registered with Punktum dk by the legal or natural person who has control over the name servers in question.

If there are not at least two authoritative name servers connected to the Domain Name, Punktum dk may cancel the Agreement unless the Registrant has chosen Registrar Management.

- 6.2 With Registrar Management the following applies:

- Registrar must ensure that section 6.1 is met.
- Registrar must attend to security measures on the Domain Name, including about DNSSEC. The Registrar either offering the Registrant DNSSEC signing or informing who can offer this ensures the latter.
- Registrar must change name servers connected to the Domain Name if needed.

- 6.3 With Registrant Management the following applies:

- The person who controls the name servers, cf. section 6.1, may attend to security measures on the Domain Name, including about DNSSEC. If a Registrar has this control, the Registrar must either offer DNSSEC signing or inform who can offer this.
- In so far as it is permitted by technical trade standards, Registrants can choose to attend to the above-mentioned security measures themselves and Registrants can opt out of the security measures. This must be done in the manner specified by Punktum dk.
- A Registrant is entitled to initiate change of the name servers connected to the Domain Name.

- 6.4 A change of name servers is done in the manner specified by Punktum dk and presupposes that the Domain Name has not been suspended by Punktum dk and that the name servers to which the Domain Name is requested to be changed are registered with Punktum dk and respond authoritatively for the Domain Name.

7. Registrant's Transfer of a Domain Name and termination of Agreement

7.1 A Registrant is entitled to transfer a Domain Name to another natural or legal person in the manner specified by Punktum dk. Under Registrant Management a transfer can be carried out only when there are no unpaid invoices from Punktum dk regarding the Domain Name.

7.2 In the case of a transfer of a Domain Name, the new Registrant is substituted for the former Registrant for the prepaid registration period of the former Registrant.

It is a condition for a transfer of a Domain Name that the new Registrant concludes an Agreement with Punktum dk on the right of use to the Domain Name and that a transfer fee is paid to Punktum dk. In addition, in the event of a transfer of a Domain Name, Punktum dk's control procedures, cf. section 4, apply.

7.3 A Registrant is entitled to terminate the Agreement at any time so that the Agreement terminates, and the Domain Name is suspended on a date chosen by the Registrant within the prepaid registration period. The termination of the Agreement must be carried out in the manner specified by Punktum dk.

With Registrar Management the Registrant authorizes the Registrar to terminate the Agreement on behalf of the Registrant.

7.4 If a Registrant terminates the Agreement within a registration period, Punktum dk will make an electronic payment of any excess amount to the Registrant. An amount is paid that corresponds to the Domain fee for the remaining part of the prepaid registration period with deduction of a termination fee.

7.5 When an Agreement has been terminated by the Registrant the Domain Name is suspended for a period of 30 days and is subsequently deleted, unless the Registrant, upon payment of a fee, has regained the right of use by restoring the Domain Name before the end of the suspension period.

With Registrar Management the Registrant must authorize Registrar to restore the Domain Name on behalf of the Registrant and make payment for restoring the Domain Name.

7.6 A Registrant cannot transfer a Domain Name in the following instances:

- When the Danish Complaints Board for Domain Names has begun hearing a complaint concerning the Domain Name in question and for as long as the complaint is being handled by the Complaints Board.
- When Punktum dk has received documentation that legal proceedings have been instituted before a court concerning the Domain Name and for as long as it can be documented that the case is under court proceedings.

8. Release of data

8.1 A Registrant is entitled to gain access to data of which Punktum dk is in possession on a Domain Name of which the person in question is or has been a

Registrant. However, a Registrant can only gain access in relation to the period during which the person in question was a Registrant of the Domain Name.

8.2 A Registrant is entitled to gain access to information about a Registrar related to the Registrant and for the period, he or she has been the Registrant of the Domain Name.

8.3 Punktum dk may release or give access to a Registrant's contact information and any other information related to the Domain Name to the following:

- A Registrar who is managing the Domain Name on behalf of the Registrant in connection with Registrar Management.
- A Registrar or another third party who, by agreement with the Registrant, has been appointed billing contact or proxy.

Information about the Registrant and the Domain Name can only be released to the Registrar or third party for the period he or she had an agreement with the Registrant.

8.4 On request, Punktum dk may release or give access to data on a Registrant or on a registered Domain Name to other natural and legal persons than those mentioned in sections 8.1 and 8.3, who have a right to such release in pursuance of Danish legislation.

9. Unlawful use of a Domain Name

9.1 Punktum dk may suspend a Domain Name if:

- There is an obvious risk that the spelling or typing errors of internet users when they type an URL in an address bar are used to create confusion with a different almost identical Domain Name and thereby generate traffic on their own website,
- The Registrant of the Domain Name that is exploited in the case of confusion submits a notification,
- The Domain Name that is exploited in the case of confusion and the notified Domain Name are active in relation to the public, for example for the operation of a website,
- The notified Domain Name is registered at a later time than the notifier had his/her Domain name registered,
- The Registrant of the notified Domain Name does not have relevant trademark rights or rights to names or other distinctive marks or any other technical reason to make use of the Domain Name, and
- The Registrant of the notified Domain Name and/or a legal or natural person who is closely related to the Registrant has registered at least two other

Domain Names with a corresponding obvious risk of confusion as mentioned above.

Punktum dk will not decide on suspension of the notified Domain Name until the Registrant of the Domain Name has had an opportunity to make a statement in the case.

The Registrant of the notified Domain Name gets a deadline of 72 hours to make a statement. The deadline is calculated from the time when Punktum dk sends the notification to the Registrant with a request for the Registrant to make a statement.

Suspension of the Domain Name is maintained for four weeks or if the decision on suspension is brought before the Complaints Board for Domain Names until the decision of the Board in the case.

After the expiry of the suspension period, Punktum dk deletes the notified Domain Name unless the notifier has prior to this requested Punktum dk to have the Domain Name transferred.

If the same Registrant has in at least two cases had a Domain Name suspended in accordance with this clause, an Agreement on the right of use to a Domain Name will be concluded with Punktum dk only when the Registrant enters a code sent by Punktum dk in a physical letter.

9.2 Punktum dk may suspend a Domain Name if:

- The Domain Name is used in connection with an obvious risk of economic crime, compromising of IT equipment, for example phishing and malware distribution, and/or content of a highly offensive nature, and
- The use of the Domain Name creates a risk of confusion with the Domain Name, name, logo, trademark, or other distinctive marks of another natural or legal person,
- The circumstances call for not awaiting a decision from the Complaints Board for Domain Names or the courts.

Suspension of the Domain Name is maintained for four weeks or if the decision on suspension is brought before the Complaints Board for Domain Names until the decision of the Board in the case.

After the expiry of the suspension period, Punktum dk deletes the Domain Name unless the Registrant has documented to Punktum dk that the circumstance that motivated the suspension no longer exists.

9.3 Punktum dk may suspend a Domain Name if:

- The Domain Name is used in connection with manifestly illegal acts or omissions that infringe substantial considerations of security or public interest, and
- The circumstances call for not awaiting a decision from the Complaints Board for Domain Names or the courts.

Suspension of the Domain Name is maintained for four weeks or, if the decision on suspension is brought before the Complaints Board for Domain Names, until the decision of the Board in the case.

After the expiry of the suspension period, Punktum dk deletes the Domain Name.

9.4 Punktum dk may suspend a Domain Name if:

- The Domain Name is used in connection with manifestly illegal acts or omissions, and
- An injunction or prohibition in a specific case regarding illegal content on a website has first been sought against the infringer or other intermediaries than Punktum dk, who technically contribute to the spread of the illegal content, and
- Such an injunction or prohibition – in view of the purpose hereof – is not a real possibility or must be considered hopeless or has proved insufficient, and
- The circumstances call for not awaiting a decision from the Complaints Board for Domain Names or the courts.

Suspension of the Domain Name is maintained for four weeks or, if the decision on suspension is brought before the Complaints Board for Domain Names, until the decision of the Board in the case.

After the expiry of the suspension period, Punktum dk deletes the Domain Name.

9.5 If the manifestly illegal act or omission is directly related to a specific Domain Name, Punktum dk may block the Domain Name and thereby prevent any new registration of the Domain Name.

9.6 Blocking a Domain Name means that Punktum dk ensures that the right of use to the Domain Name can no longer be obtained and that the Domain Name cannot be registered in Punktum dk's systems and name servers cannot be connected.

10. Enforcement of decisions

10.1 Punktum dk transfers, deletes, or blocks a Domain Name if there is a decision on this from a court or an arbitration tribunal if the Complaints Board for Domain Names has decided in this respect or if a competent authority has issued a valid injunction in this respect.

Enforcement of a decision is carried out in the manner specified by Punktum dk.

- 10.2 A Domain Name that is subject to a court order on seizure is transferred to the police, who then becomes Registrant of the Domain Name.

On request, the police may gain restricted user rights to the seized Domain Name for up to two years. The police can extend this period for one year at a time by submitting documentation to Punktum dk that the case is still pending.

11. Complaint and case administration requirements

- 11.1 Punktum dk makes decisions in accordance with these Terms and Conditions as soon as possible.

In the case of notification of a decision that is binding on a Registrant, Punktum dk provides guidance on the right to complain to the Complaints Board for Domain Names. Guidance on the lodging of a complaint is always available on the website of the Complaints Board.

12. Changes to Terms and Conditions

- 12.1 Punktum dk can unilaterally change these Terms and Conditions and thus a Registrant is covered by the Terms and Conditions in force from time to time. Punktum dk publishes changed Terms and Conditions not later than one month before the change takes effect.

A Registrant of a Domain Name is informed individually of major changes to these Terms and Conditions not later than one month before the changes take effect.

- 12.2 These Terms and Conditions are available in Danish and English. In the event of discrepancies between the two versions, the Danish version shall prevail.

13. Limitation of liability

- 13.1 Punktum dk cannot be held liable for the loss that a decision to make a suspension, blocking, deletion or transfer of a Domain Name may involve and Punktum dk cannot be held liable for a Registrant's indirect losses.

- 13.2 Punktum dk cannot be held liable for a Registrant's infringement of the rights of a third party.

- 13.3 The Registrant shall be obliged to indemnify Punktum dk in connection with any disputes on the right of use to a Domain Name.

- 13.4 Punktum dk is not liable for the loss suffered by a Registrant as a result of the enforcement of decisions under section 10.

- 13.5 Punktum dk's liability for damages is in any event limited to no more than DKK 100,000 for each suspension, blocking, deletion or transfer of a Domain Name.

- 13.6 The limitations of liability shall not apply if Punktum dk has acted deliberately or with gross negligence.

14. Governing law and venue

- 14.1 A dispute between Punktum dk and a Registrant must be settled in accordance with Danish law. The venue is the Copenhagen City Court.