

Domain Rules

The following is the .is top-level domain naming policy. Also, note the following terms which apply.

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Please note that the icelandic language version of this policy is authoritative. In case of discrepancies between the english and icelandic text, the icelandic text takes precedence.

1. General

Internet á Íslandi hf., ISNIC, which administers the country code top-level domain (ccTLD) .is has approved the following rules for registering domain names (naming policy). The purpose of these rules is to ensure the security of domain delegation, the accuracy of the registration data and that the registration process is as efficient and as transparent as possible. The registration of a domain gives temporary rights to the use of the domain according to ISNIC rules at any time but does not confer ownership of the domain.

1.1. Definitions

1.1.1. Domain

Domains are identifiers on the Internet. Only letters of the English alphabet, numerals, hyphens and the letters áéýúíóþæöð may be used in domain names. A domain name shall not begin or end with a hyphen, and shall not contain a hyphen in both third and fourth position. A domain name, including the ending .is, shall not be longer than 66 letters. ACE encoding of a domain name shall not be longer than 59 letters. No distinction is made between upper and lower case letters in a domain name.

1.1.2. Applicant

An applicant is whoever applies for a domain.

1.1.3. Domain Holder/Registrant

A registrant is the person or legal entity to which the domain is registered. The registrant may request a change in the domain's administrative contact. The registrant can also transfer the domain to a new registrant. All other requests regarding the domain must be made by the administrative contact.

1.1.4. The Administrative Contact

A domain's administrative contact is responsible for the domain on behalf of the registrant. The domain's administrative contact is authorized to change any item concerning the registration of the domain, including changing the hosting of the domain, its transfer to a new registrant or cancellation.

1.1.5. Technical Contact

The technical contact is responsible for ensuring that all the technical aspects of the domain's set-up are correct.

1.1.6. Billing Contact

The billing contact is responsible for renewal fees and other payments that may become due in respect of the domain and receives billing notices and other information for the payer.

1.1.7. Custodian

The custodian hosts the domain on behalf of the registrant.

1.1.8. Internet Service Provider (ISP)

The ISP is a custodian who offers or intends to offer services to the public regarding the hosting of domains and has therefore entered into a special service agreement with ISNIC. This includes registration of the service on ISNIC's web.

1.1.9. Agent

An agent is the party representing foreign registrants. The agent enters into a special agreement with ISNIC specifying the rights and obligations of the parties to the agreement. Domestic agents may assist registrants in legal matters and provide information about local affairs. Trademark holders, copyright holders should consider the services of agents when they register domains.

1.1.10. Whois Registry

The Whois Registry is a database maintained by ISNIC containing information on the registrants.

1.1.11. Renewal

Renewal means that the registrant renews the rights and obligations of the domain in accordance with the ISNIC rules as current at the time of renewal.

1.1.12. Transfer

Transfer means that all the rights and obligations of a domain are transferred to a new registrant.

1.1.13. Cancellation and Deletion

To cancel and delete a domain means that a domain is removed from the ISNIC whois registry and the delegation records for the domain are removed from the .is zone. When a domain is cancelled and deleted the rights to the domain become void and the domain is free for re-registration.

1.1.14. Termination

A termination of a domain includes a request for cancellation and deletion of that domain.

1.1.15. Holding Area

A domain can be registered and delegated to a special set of nameservers; the holding area, to which the registrant has no access and no services (e-mail or web) can be assigned.

1.1.16. Information on Registrants in the .is Whois Registry

The registrant and the domain's administrative contact are responsible for the accuracy of the information registered in the ISNIC Whois database.

2. Application for a Domain

2.1. General

An applicant who wishes to register a domain must send an application to ISNIC and include payment of the registration fee. The applicant registers the domain via the appropriate ISNIC web form. The applicant must be legally qualified to enter into commitments or to commit the legal entity in question in accordance with Icelandic legislation at any time.

3. Domain Registration

3.1. The general rule for registrations of domains with ISNIC is "first come, first served". This shall apply if there are two or more applications for the same domain and when both applicants meet the conditions established for the delegation.

3.2. ISNIC reserves the right to reject applications for domains if the conditions for the domain name are not observed or the name does not comply with the traditions and general rules of the Internet.

3.3. ISNIC can at any time request documents confirming that the applicant meets the conditions set with regard to the registration of domains.

3.4. An applicant who registers a domain becomes the registrant of that domain in accordance with ISNIC's rules. The registrant is responsible for ensuring that the use of the domain is within the limits of Icelandic law as current at any time. The registrant is also responsible for the payment of any fees due regarding delegation and renewal of the domain.

3.5. The registrant/domain holder is under obligation to comply with the decision of a special Board of Appeals for domains cf. **Chapters 9-11** of these rules.

3.6. The registrant/domain holder is under obligation to compensate ISNIC for any damage that the use of the domain may cause ISNIC.

3.7. ISNIC reserves the right to reject applications for the following domains which are marked reserved in the ISNIC Registry: net.is, com.is, edu.is, gov.is, org.is, and int.is.

3.8. ISNIC reserves the right to reject registration for a domain where the information provided about the registrant or contacts is obviously incorrect or incomplete.

4. Technical Requirements

4.1. A domain must be hosted with a custodian on the Internet or in a holding area before or as soon as it is registered with ISNIC. The technical setup of a domain shall follow the rules on the delegation of .is domains set by ISNIC at any given time.

4.2. The nameservers of a domain, usually located with custodian, must be registered with ISNIC before the domain is delegated.

5. Changes in the Hosting of Domain Names

5.1. Should the registrant of a domain decide to change custodian, which implies changes in the delegation records, the domain's administrative or technical contact requests such a change via the appropriate ISNIC web form. Should ISNIC perform the redelegation a fee is charged to the billing contact.

5.2. A registered custodian (ISP) may change the delegation records of domains delegated to his servers.

6. Transfer of Domains

6.1. General

Transferring a domain from one registrant to another entails a change in domain's registrant in the ISNIC registry. The new registrant must fulfill ISNIC rules as if a new registration were being made.

6.2. Domestic Registrant

6.2.1. A domestic registrant may request a domain transfer at any time. The request must be made by the domain's administrative contact or the registrant.

6.3. Foreign Registrant

6.3.1. A foreign registrant may request a domain transfer at any time. The request must be made by the domain's administrative contact.

6.3.2. ISNIC reserves the right to reject transfers for a domain where the information provided about the registrant or contacts is obviously incorrect or incomplete.

7. Payments for Domains

7.1. The domain registration period is one year, paid in advance on or before the domain expiration date. All domain application, and requests for hosting in a holding area shall be accompanied by a payment. Payments can be made by credit card directly on the website, or by providing payment detail through telephone or fax.

7.2. The prices for the different services provided by ISNIC are, at any given time, as prices in the company tariff.

7.3. ISNIC refunds initial registration fee if the initial registration was paid but the application denied. No other fees are refunded.

8. Cancellation of Domains

8.1. The rights to a registered domain may be cancelled pursuant to the policies described in this chapter.

8.2. The general rule is that use of a domain is valid for one year at a time. If the annual renewal fee has not been received by the domain's expiration date the domain will be suspended by ISNIC, the delegation records for the domain are removed from the IS zone. If a domain is suspended for **60** days or more it is removed from the domain registry; the rights to the domain then become void and the domain becomes available for registration again.

Domain removal is normally only done on working days, therefore the grace period may be extended if day 60 is a non-work day.

8.3. In the case a domain experiences technical problems, i.e. its nameservers are no longer connected, the domain is missing from the defined nameservers, the domain's zone is improperly formatted in the delegated nameservers or otherwise fails to comply with ISNIC's technical requirements, a warning is issued to the administrative contact and the technical contact for the domain. If no heed has been taken of the warning within **60** days the domain is suspended.

If a domain is suspended for **60** days or more it is removed from the domain registry; the rights to the domain become void and the domain becomes available for application again.

8.4. The administrative contact for the domain can terminate the domain. Subsequent to the termination the domain is removed from the domain registry. The domain becomes available to applicants again.

8.5. Rights to a domain become void if the Board of Appeals or an Icelandic court comes to the decision that another party than the registrant has greater rights to that domain.

8.6. A registered custodian (ISP) may inform ISNIC that he no longer services a particular domain (no longer holds the domain's zone data). ISNIC will put that domain on hold pending redelegation to a new custodian by the domain's registrant.

8.7. For domains where the information about the registrant or contacts is found to be faulty or not in accordance with the registration rules, ISNIC reserves the right to suspend the domain. Before suspension ISNIC will contact the registrant in order to allow for any inaccuracies or omissions to be corrected.

If a domain is suspended for **60** days or more it is removed from the domain registry; the rights to the domain become void and the domain becomes available for application again.

9. Board of Appeals

9.1. A Board of Appeals handles disputes regarding the delegation of domains. The Board of Appeals is autonomous and independent. ISNIC carries out decisions of the

Board within 10 days after they have been passed or on the next business day thereafter. ISNIC will not carry out the Board of Appeal's judgements if legal proceedings have been instigated in respect of the same issue or an injunction been placed on the use of the domain in question before the Board of Appeals has reached a decision. Cases involving the registration of domains or refusal to register domains may be referred to the Board of Appeals.

9.2. The members of the Board of Appeals are appointed by ISNIC. The Board of Appeals consists of three members and an equal number of alternate members. The chairman and his alternate, who is also the vice chairman, shall meet conditions normally required for appointment to the Icelandic Supreme Court. One of the members shall have the professional knowledge of competition and trade mark act and one member shall have knowledge of the Internet and Internet technologies. The Board of Appeal shall be appointed for a term of two years. The Chairman and his alternate shall be appointed by ISNIC without nomination while other members of the Board of Appeals and their alternates shall be appointed based on nominations from the Internet community and the University of Iceland. The Board of Appeal's secretary shall be an employee of ISNIC. The secretary has neither the right to submit motions nor the right to influence the work of the Board of Appeals.

9.3. The Board of Appeals shall have jurisdiction to pass decisions on domains registered or renewed after these rules are adopted.

9.4. The Board of Appeals may render decisions on the transfer of domains registered with ISNIC. The Board shall not address cases where legal proceedings have been instigated. The Board may also dismiss cases that do not meet the conditions required for the appeal to be addressed by the Board, or where a the preparation of the case, lack of investigation or obscurity render any decision impossible.

9.5. An appeals fee shall be included with all appeals placed before the Board. Appeals will not be processed before payment of the appeals fee. The fee is non-refundable.

10. Appeals to the Board of Appeals

10.1. Appeals to the Board shall be in writing and sent by letter or in electronic form to ISNIC marked "Board of Appeals".

10.2. The appeal shall include the following:

- a) Information on the appellant, name, Id. No., address, telephone No. and e-mail address.
- b) Which domain the appeal concerns
- c) Appellants claims
- d) Principal circumstances of the case

The appeal shall be accompanied by all necessary data in support of the appellant's case.

10.3. The Board of Appeals shall inform the other party of the appeal and provide such party with the documents submitted. The opposing party shall then be allowed reasonable time to submit comments to the Board of Appeals.

10.4. The Board of Appeals is authorized to gather additional data on its own initiative, but shall give the parties the opportunity to submit comments.

11. Rules of procedure of the Board of Appeals.

11.1. Proceedings in the settlement of disputes shall be in writing only.

11.2. The Board of Appeals shall take a position on issues relevant to the form of the case, such as the competence of Board members and motions for dismissal. The Board shall give both parties the opportunity to comment on formalities before it makes a ruling unless such comments are clearly unnecessary.

11.3. Decisions shall be taken by majority vote. The Board of Appeals, as a rule, shall make its decision known within two weeks of all data being placed before it. Decisions shall be accompanied by a brief reasoning.

11.4. The Board's decision shall be posted, in full, on the ISNIC web. A written document containing an identical text shall also be preserved. If the Board is unable to reach a unanimous decision, the views of the minority shall be recorded in the final decision. Decisions must be recorded securely in the minutes, which may be kept in electronic form.

11.5. A transcript of the decision shall be sent electronically to the parties involved.

11.6. The Board of Appeals shall only make decisions on appeals based on the following substantial rules as well as ISNIC's registration policy:

i) a domain name is the same as a registered trade mark, consisting exclusively of letters or numerals, registered at the Icelandic Patent Office before the domain was registered
and

ii) the party who registered the domain does not have any legitimate interest of the use of the domain **and**

iii) the party that registered the domain was not in good faith regarding his right to the domain when the application was made.

The following examples indicate that an application for a domain was not been made in good faith of the applicant's right to the domain.

i) a domain was registered with the purpose of selling, leasing or allowing a third party access to the domain for a price that is demonstrably higher than the registration and renewal costs **or**

ii) a domain has been registered for the sole purpose of preventing a competitor from registering the same domain.

12. ISNIC's Responsibilities

12.1. ISNIC is responsible for delegating and registering domains in accordance with these rules.

12.2. ISNIC is responsible for implementing changes in conformance with these rules when requested to do so by the domain's registrant, the administrative contact for a domain or the Board of Appeals.

12.3. ISNIC is not liable for any damage suffered by the applicant as a result of any delay in processing an application for a particular domain or the refusal to register a specific domain.

12.4. ISNIC is not liable in any way for any damage resulting from any decision of the Board of Appeals.

12.5. ISNIC is not liable for any damages that can be traced to the suspension of a domain or its cancellation from the registry as a result of legal proceedings or an injunction.

13. Term of Effect

13.1. These rules were approved by the Board of Directors of Internet á Íslandi hf. on November 20 2000 and shall take effect December 1 2000. Changes to 1.1.3, 1.1.16 and 2.2.2 posted on the ISNIC website October 25 2001 take effect December 1 2001. Changes to 1.1.6 published August 30 2002 take effect on October 1 2002. Changes to 2.1 and 8.3, addition of articles 5.2 and 8.6, and the deletion of provisional articles on IDN registration, published in November 2004, took effect on January 7 2005. Changes to 2.3.1 and abolishing of rule 2.3.2. was published on www.isnic.is news August 13. 2007 and took effect on September 10. 2007 Effective 29th October 2008, there is no need for a domestic presence and changes were made to articles 1.1.3, 2.1 and 1.1.16. Articles 2.1 and 2.2 were dropped, and articles 3.8, 6.3.2 and 8.7 were added.

13.2. ISNIC reserves the right to change these rules at its discretion; Such changes will be posted to the ISNIC website (www.isnic.is), one full month before they are due to take effect.