



# Registry-Registrar Contract

Version: 6.0

Date: January 2022

N° contract (for internal use only; do not complete):

Between

(Company) represented by Mr./Mrs./Ms. (), manager, party of the first part, hereinafter referred to as "the registrar,"

and

The Restena Foundation (Restena), represented by Mr. (), manager, party of the second part, hereby agree to the following provisions:

## 1 Recitals

1.1. The Restena Foundation, through its .lu service, assumes authority over the top-level .lu domain, which the Internet Assigned Numbers Authority (IANA) assigned to it in March 1992. In this capacity, the Restena Foundation performs the administrative registration of .lu domain names and provides technical operations for the department.

The Restena Foundation (hereinafter referred to as ".lu registry") is located at

2, place de l'Université L-4365 Esch-sur-Alzette, registered with the Luxembourg Business and Company Registry under number G1 and with the Customs and Excise Tax Administration under intercommunity VAT number LU18403067.

1.2. The .lu registry accepts registrars as part of administering .lu domain names and, more specifically, the .lu registry accepts registrars for registering and renewing domain names ending in .lu. The registrar participates in the administrative procedure by registering and renewing domain names by acting in their customers' names with the .lu registry, but on the registrar's own behalf.

1.3. The registrar undertakes to abide by the fundamental principles governing the registration of domain names in Luxembourg, as these principles are stated in the Domain Name Charter. The Domain Name Charter is the result of collaboration between the Restena Foundation's .lu registry and private and public players representing the national internet community, as part of a working group instated by the Government on 16 March, 2001, as adapted from time to time. A copy of the current version of the Domain Name Charter is attached hereto and forms an integral part hereof (Annex 2).

1.4. The .lu registry does not intervene in the contractual bonds between the registrar and their customer, the domain registrant. The .lu registry shall limit itself to communicating and exchanging such information with the registrant of a domain name, or its administrative contact that is made necessary for the proper course of operations between the .lu registry and the registrar. This particularly relates to verifying and/or confirming operations made by the registrar on the registrant's behalf. The .lu registry communicates directly with the Administrative Contact by email. Any communication or notification sent to his email address is considered to have been addressed to the Administrative Contact in person and to have been received by the Administrative Contact himself.

## 2 Appointing the registrar

2.1. The registrar may be a legal entity or an individual. The registrar and the customer (domain registrant) may belong to the same legal entity.

2.2. The registrar expressly recognizes the commercial benefit they receive from this collaboration, since the registrar can notably demonstrate their capacity as a registrar for their customers. Usage of the term "accredited .lu agent" or other designation referring to the position of registrar for .lu domain names is subject to the conclusion of this contract.



2.3. In order for any request for access to the position of registrar to be valid, it must be presented in writing using a form available from the .lu registry and from the Web site [www.dns.lu](http://www.dns.lu). Any form that has not been fully and/or properly completed is deemed invalid and thus refused. The .lu registry assigns a contact number to the applicant and sends them a copy of this contract, along with its annexes. The contract should be returned, duly signed in duplicate, in order to be countersigned. Photocopies or copies sent by fax are not accepted.

2.4. The registrar should have the necessary means and technical competency to carry out the administrative procedure for registering domain names. By returning the signed copy of the contract, the applicant for the position of registrar grants the .lu registry the right to test the applicant's technical ability. The applicant acknowledges that only the .lu registry is competent to judge admissibility for the position of registrar and may deny any request if it determines that the applicant is not suited for that position. The .lu registry need not justify such a refusal. The same applicant may only submit a second request after at least three months have passed since the previous application was refused.

2.5. The registrar undertakes to pay the .lu registry the amount of 500 (five hundred) euro (excl. tax) for the right the .lu registry grants it to participate in the administrative procedure to register domain names. This is a one-time, non-refundable fee. This fee covers administrative expenses, particularly expenses related to setting up an account with the .lu registry, expenses related to a possible technical aptitude test, and expenses for the registration software, including subsequent updates. The registrar must, unreservedly, include a copy of proof of payment when sending the .lu registry the signed copy of the contract. An acknowledgement of receipt of the contract is e-mailed to the applicant. Cheques are not accepted.

Any signed contract thus presented to the .lu registry is processed within a period of 30 days following receipt of same. The potential technical aptitude test would take place during this period. The .lu registry then sends the approved applicant its signed copy of this contract by registered mail.

2.6. The registrar undertakes to make a prepayment of at least 2,500 (two thousand five hundred) euro (excluding bank fees or wire transfer fees) into their account opened with the the .lu registry. The price of every operation they perform when acting for their clients, but on the registrar's own behalf, shall be deducted from this amount. No operation may be made before this initial prepayment is received by the .lu registry. Checks are not accepted.

2.7. The registrar undertakes to continuously maintain, by depositing advance payments into their account, a balance of at least 500 (five hundred) euro as a guarantee for their obligations. The prepayment, as well as the advances into their account, shall not bear interest benefiting the registrar.

2.8. The .lu registry accepts no liability for damages incurred by the registrar or their customer for failure to receive the one-time fee, the prepayment, or advance payments for subsequent operations listed in paragraphs 2.5, 2.6, and 2.7 caused by an inherent flaw or delay in the banking system.

2.9. This contract is valid for an initial term of two years and may then be legitimately terminated by registered letter sent with at least three months advance notice.

2.10. The .lu registry reserves the right to not automatically extend this contract based on Article 2.10. if the registrar has not continuously maintained a minimum balance of 500 (five hundred) euro in their account over the last 12 months of the period covered by the contract.

2.11. Rights derived from this contract are not exclusive, such that the .lu registry still has the right to designate other registrars and to register domain names based on requests sent directly to the .lu registry from customers who do not wish to rely on the services of a registrar.



### 3 Contractual Relations between the Parties

3.1. The registrar registers domain names by acting in their customers' names, but on the registrar's own behalf. The .lu registry shall not be a party to a contract between the registrar and their customer. Such contracts cannot result in any obligation or liability for the .lu registry.

3.2. The registrar registers domain names with the .lu registry by acting in the name of their customer, who shall become the holder of a right to use the domain name in question. The customer appears as the registrant of the domain name in the .lu registry's registries.

3.3. The registrar, who registers domain names on their own behalf, shall be held personally responsible for all obligations under this contract. The registrar may not be released from any of their obligations for any reason whatsoever. In particular, the registrar may not claim their customer's potential failings as a justification for refusing to fulfill their contractual obligations toward the .lu registry.

3.4. When registering a domain name, the registrar must be certain that the customer has duly accepted the General Terms and Conditions (Annex 3), as well as the .lu registry's Domain Name Charter (Annex 2). Furthermore, it is obligated to inform the customer about any information received from the .lu registry that might influence the registrant, particularly with regard to renewals and deletions of domain names. He shall, to this end, notify the customer that data relating to him is being processed, the terms and the purposes of this processing and the rights he has.

In the contract they conclude with the customer, the registrar shall oversee adherence to the mandatory provisions of the revised law of 14 August, 2000 on electronic commerce. At any time and whenever the .lu registry so requests, the registrar must be capable of presenting to the .lu registry proof that the customer has accepted the general terms and conditions for registering a .lu domain name. The registrar must also keep this proof in a safe place throughout the term of the contract with the customer and for at least one year after the domain has been cancelled or after contractual ties have been nullified between the registrar and the customer regarding the domain in question. In accordance with Article 10.4. hereof, the .lu registry shall notably have the right to terminate this contract if it comes to light that the registrar has not met these conditions or if the registrar is not in a position to provide the proof defined above, and the .lu registry reserves the right to file a claim for damages and/or court costs that the .lu registry may incur as a result of this.

### 4 Invoicing

4.1. The registrar accepts the prices for operations related to administering domain names, as shown in the .lu registry's list of Fees for Domain Registration attached to this contract (Annex 1). The registrar expressly acknowledges the .lu registry's right to periodically change these prices.

At least 30 days before the new prices go into effect, the .lu registry shall notify the registrar of the new prices by e-mail and by publishing the new price list on the Web site [www.dns.lu](http://www.dns.lu).

4.2. The registrar shall have the right to terminate this contract if the .lu registry makes a substantial change to prices. "Substantial change" is defined as an increase of at least 25% (twenty-five per cent) for registration fees or, more specifically, renewal fees. The registrar's termination letter, sent via registered mail, must reach the .lu registry by no later than 15 days before the new prices go into effect.

4.3. By signing this contract, the registrar expressly authorizes the .lu registry to deduct the prices of operations, when these occur, from the account it set up with the .lu registry, in accordance with Article 2.7 hereof.

4.4. At the beginning of each month, the registrar shall receive, via electronic means, from the .lu registry a statement of operations which took place during the preceding month, as well as the amounts deducted from their account for this purpose. Unless the registrar disputes this statement within a period



of 30 days after it is sent, the registrar shall be deemed to have accepted it, and disputes shall no longer be admissible from the registrar regarding this statement. A detailed list of billed operations and their prices are shown in the attached document "Fees for Domain Registration."

4.5. The detailed statement of operations and the amounts deducted for this purpose shall be sent every month to the contact person at the address shown in the first paragraph of this contract. This contact person shall have an e-mail address and undertakes to keep this address in working order.

4.6. The registrar shall not be able to claim reimbursement for amounts that the .lu registry will have deducted for operations that the registrar performed. In particular, they shall not be able to claim reimbursement for registration or renewal fees when a domain name is deleted or when a contract with a registrant ends during the subscription period, as set forth in Articles 4 and 7 of the general terms and conditions (Annex 3). Thus, among other things, the registrar must take all necessary steps to delete a domain name from the registry by no later than the last business day before the expiration date and to ensure that it is not renewed. Domain names that expire and are not deleted from the registry shall be automatically renewed, and the applicable price shall be deducted from the prepayment stipulated in Article 2.7.

4.7. In accordance with Article 2.8., the registrar must ensure that their account with the .lu registry contains a minimum balance of 500 (five hundred) euro at all times in order to cover operations in progress. The .lu registry refuses to carry out any operation when the positive balance in the account is no longer sufficient.

4.8. This contract shall be terminated automatically if, in the case cited in 4.7 above, the registrar has not deposited the amount necessary to update the balance of the registrar's account with the .lu registry within a period of 15 days and following a formal notice sent to the registrar by registered mail informing them of this situation.

4.9. The .lu registry shall accept no liability for suspension of this contract under Article 4.7. or for termination of this contract under Article 4.8., which the registrar alone has brought about. The registrar expressly undertakes to indemnify the .lu registry and hold the latter harmless for all damages and/or court costs that the .lu registry may incur as a result of this.

## 5 Processing Requests

5.1. The registration procedure is wholly automated. The registrar is obligated to adhere to the procedures developed by the .lu registry to administer, and especially to register and renew, a domain name. The registrar is also obligated to adhere to the procedure to update information about registrants.

5.2. The .lu registry may modify the registration and renewal procedure without this change causing a revision to provisions 6, 7, 8, and 9 of this contract. The .lu registry must notify the registrar of any change no later than 30 (thirty) days before the new procedures take effect, by e-mail and by publishing this information on the site [www.dns.lu](http://www.dns.lu). At the same time, the .lu registry must provide the registrar with the necessary technical information to implement these changes.

5.3. The provisions of Article 5.1. and 5.2. still apply when a modification or major update is made to the registration software. In accordance with the provisions of Article 2.6., the .lu registry shall not bill the registrar for the cost of such an update.

5.4. As an exception to point 5.3., the .lu registry may revise the technical rules for registration without having to apply this minimum period of 30 (thirty) days. Such changes shall take effect as soon as they are announced on the .lu registry Web site [www.dns.lu](http://www.dns.lu). The .lu registry may only use this procedure as long as the changes seem warranted due to major technical reasons.



5.5. Operations the registrar carries out using the software with the goal of registering a domain name are processed in chronological order. The .lu registry assumes no liability for errors that may arise during processing. Changes or deletions are processed as described above.

5.6. Registration of a new second-level domain name is automatically validated by the .lu registry after the registrar's request is processed electronically.

5.7. The registrar expressly recognizes the .lu registry's right to refuse a registration request if the requested domain name is part of one of following categories:

- a) Domain Names excluded from registration by the Domain Name Charter.
- b) Domain Names excluded from registration by the .lu registry: Domain Names in quarantine.

In these cases, the .lu registry shall inform the registrar of its decision within three business days following the date the registration request was processed electronically. In accordance with the general terms and conditions the customer agreed to with the registrar, the contract between the customer and the registrar shall be terminated as a result of this, and neither the registrar nor the customer may claim damages from the .lu registry for such a decision.

5.8. The .lu registry shall assume no liability for the registration software's rejection of a registration request, especially in the case where the registrar has not obtained from their client all the information the software requires in order to register or renew a domain name.

5.9. The registrar may not overload the .lu registry network or prevent the .lu registry from providing services (for example, through a denial of service attack). The registrar may not act in such a way that threatens the stability of the Internet. If the registrar should breach these obligations, the .lu registry may immediately suspend this contract for 30 days without advance warning. The .lu registry may terminate this contract if the registrar is still in breach of these obligations after a 30-day period.

## 6 Renewing a Domain Name

6.1. Registration of a domain name is valid for a term of one year starting on the date when the registrar receives confirmation from the .lu registry that the name was duly registered. Each registration is, in principle, automatically renewed for a one-year period each time it expires.

6.2. The registrar may cancel the renewal of the domain registration by sending advance notice at least 1 day before the expiration date.

6.3. The .lu registry shall suspend domain renewal for 30 days following its expiration date when the registrar's credit is insufficient on the expiration date to cover the renewal costs, in accordance with the provisions of Article 2.8.

6.4. If, during the 30-day period set forth in the previous paragraph, the old registrar or a new registrar does not instruct the .lu registry to renew the domain registration and does not make a deposit to cover the relevant expenses (see Annex 1 "Fees for Domain Registration"), the domain registration in question shall be definitively cancelled.

## 7 Change to the Registrant of a Domain Name

7.1. Changing the registrant of a domain name is considered a cancellation of a domain name, immediately followed by registration of the domain in the new registrant's name.

7.2. If the change of registrants is performed via the same registrar, the registrar shall carry out the operation using the .lu registry registration software. The old registrant, represented by its administrative contact is asked to confirm this operation.



7.3. If the change of registrant is carried out by two different registrars, the .lu registry agrees to transfer the domain name based on instructions given by the new registrar and confirmed by the old registrant, represented by its administrative contact. If the transfer is not confirmed within a 15-day period, the transfer will be cancelled and the account of the registrar initiating the procedure shall be charged the lump sum of 25% of registration fees, as defined in Annex 1 "Fees for Domain Registration", as compensation for the administrative expenses incurred by this operation.

7.4. The registrar must ensure that the information and instructions received from the old and new registrants are issued by individuals and/or legal entities duly authorized to act on behalf of the old or new registrant, respectively. The .lu registry shall not perform any verification on its own initiative and shall not request any additional information directly from the old registrant or the new registrant, but the .lu registry may request proof from the registrar that the operation is valid. The .lu registry shall not be held liable if a change of registrant is misrepresented or based on incomplete or erroneous information submitted by the registrar, nor shall the .lu registry be held liable if a transfer is not carried out following incomplete or erroneous information submitted by the registrar.

7.5. When transferring to a new registrar, the old registrar or old registrant may not demand that the .lu registry reimburse the fees that the old registrar or registrant already paid for that domain.

7.6. The .lu registry believes that the above procedure to change registrants should not be observed under the following circumstances:

- a) (a) changing the company's name;
- b) (b) changing its legal status.

In these instances, the registrar must have written confirmation from the registrant that the name change is justified by one of the reasons listed above.

The registrar acknowledges the .lu registry's sole right to determine whether or not cases 7.6. a) or 7.6.b) apply. To this end, the .lu registry reserves the right to request any documents and information it deems necessary for determining the relevance of point 7.6.

7.7. A domain that bears a domain name holder Dispute entry can still be used by its holder, but cannot be transferred to anyone else ("trade"), except to the claimant himself in compliance with paragraph 13.4 hereafter.

As an exception to points 7.2. and 7.3. the trade of a such a Domain Name will be validated manually by the .lu registry in favour of the Claimant subject to the dispute resolution in favour of the Claimant.

## 8 Transferring a Domain Name to a New Registrar

8.1. The transfer is made based on instructions received from the new registrar that must be confirmed by the domain registrant, represented by its administrative contact.

8.2. If the registrar's change request is not confirmed by the registrant, represented by its administrative contact, within a 15-day period, the procedure is cancelled.

8.3. If it is cancelled, the .lu registry shall have the right to charge the account of the registrar initiating the change procedure a lump sum of 25% of the registration fees, as defined in Annex 1 "Fees for Domain Registration". The .lu registry reserves the right to deduct this amount as compensation for the procedural costs incurred by this request in order to prevent any abuse in this regard.

8.4. When making a transfer, the old registrar or registrant may not request that the .lu registry reimburse any amount whatsoever that the .lu registry has deducted for operations carried out by the old registrar. Moreover, the old registrar cannot oppose the domain transfer for any reason whatsoever, and especially not because the customer has yet to pay all their invoices.



## 9 Domain Name Revocation and quarantine period

9.1. Without prejudice to the .lu registry's right to terminate this contract, the registration of an active or passive domain name may be deleted especially in these instances:

- a) The registrar asks to have the registration deleted. This operation is made using the registration software provided for this purpose;
- b) A domain name is not renewed, in accordance with Article 6.4.;
- c) When use of the domain name is shown to be irregular or illegal for any reason whatsoever. Deletion may notably take place following a legal ruling;
- d) The registrar furnished false information to the .lu registry or the registrar did not furnish updated data about their information to the .lu registry within a period of 30 days;
- e) The domain name registrant no longer exists and the potential purchaser of the name did not report the change of domain name registrants to the .lu registry within a period of 30 days.;
- f) (f) The registrant does not abide by the Domain Name Charter or the general terms and conditions for registration and renewal of the domain name.
- g) (g) Modifications of terms and conditions of this contract are rejected by the registrar

9.2. Fees already deducted shall not be refunded.

9.3. In cases (a) and (b), the domain name is placed "in redemption" (quarantine) for a period of 30 days, during which time it may only be reinstated for the benefit of the old registrant in exchange for payment of the fees defined in Annex 1. Once the domain name is deleted for a reason other than those listed under points 9.1.(a) or 9.1.(b), this could, in theory, immediately become the subject of a new registration request.

9.4 The quarantine may be terminated before its regular end for a disputed domain name in case a trade request is filed by the claimant subsequent to the resolution of the underlying conflict.

## 10 Termination of the Contract

10.1. This contract shall be immediately terminated if, for any reason whatsoever, the .lu registry is no longer authorized to issue domain names. The registrar may not, for any reason, claim damages from the .lu registry because of this. The .lu registry shall immediately notify the registrar of any fact of which it becomes aware that might reasonably result in the end of the .lu registry's authority to register domains.

10.2. If the registrar goes into bankruptcy, the receiver must notify the .lu registry in writing within a period of 30 days of the course the receiver intends to follow regarding this contract. During this last period, the .lu registry shall agree to transfer domain names to a new registrar based on the procedures for transfers in effect at that time. If the registrar's bankruptcy receiver intends to continue with this contract, they must pay the .lu registry twice the amount indicated in 2.7. above in order to guarantee, if necessary, the continuation of the contractual relationship for a certain term. If the registrar's bankruptcy receiver does not make contact with the .lu registry within the 30-day period, this contract shall be terminated immediately, and the .lu registry shall notify the bankrupt registrar's customers of this fact.

10.3. Within a 30-day period following receipt of the notice from the .lu registry about termination of the registrar's contract, customers must notify the .lu registry of their decision to transfer the domain to another registrar, to relinquish the domain name, or to no longer use a registrar's services. In the last instance, a new contract must be signed with the .lu registry.

10.4. This contract may be terminated by the .lu registry if the registrar does not adhere to their obligations under this agreement by no later than 15 days after the .lu registry sends the registrar a formal notice via registered mail informing the registrar of this failure.



10.5. If the contract ends by virtue of Article 10.4., the registrar in question may no longer request to sign a new contract with the .lu registry for a period of three years.

10.6. At the end of this contract, the registrar shall be entitled to reimbursement of the balance of the prepayment and any advances against operations.

## 11 Data Protection and Personal Data processing

11.1. The registrar in the function of a data processor acts on behalf of the .lu registry as the controller, processes the personal contact data of the requesting registrants as part of a registration and/or management of a domain name. In this respect, the registrar complies with Luxembourg data protection legislation and specifically the General Data Protection Regulation (GDPR) (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

11.2. The registrar making a request to register a domain name is fully responsible for the information they provide to the .lu registry. They must therefore verify the accuracy of those registry entries concerning them.

11.3. The registrar is obligated to make any changes, within a 30-day period, in the .lu registry registry using the registration software provided for this purpose. They assume full responsibility for the accuracy of information thus registered, and they expressly acknowledges the .lu registry's right to nullify the registration of a domain name based on false or misleading information.

11.4 The processing of personal data is governed by the provisions of Annex 4 "Data Processing", which forms an integral part of this Agreement.

11.5. The .lu registry reserves the right to publish certain entries from the database in written or electronic format. Information provided by the registrar may be searched under certain conditions by any Web user using the WHOIS service. For security reasons, the number of queries of this service is limited. Use of Whois service is governed by the Terms and Conditions of Acceptable Use Whois Policy.

11.6. In accordance with the legal framework relating to personal data protection, the .lu registry ensures that the personal data concerning registrants as private persons (surname, first name, address, telephone, fax, email address) are protected and by default not published unless explicitly consented to by the persons concerned in accordance with Article 7 of GDPR. Except as noted above, the holder's country of residence is always published.

11.7. The registrar may, at any time with the help of the registration software, verify their customers' data in the WHOIS service and must correct any potential errors promptly.

## 12 Limitation of Liability Clause for the .lu registry

12.1. The .lu registry accepts no liability for the use of a domain name in the registry of .lu domain names. More specifically, the .lu registry accepts no liability for any conflict of trade names, whether registered or otherwise, or with any other right to use a name. Thus the .lu registry is exempt from any liability to verify the right to use a domain name.

12.2. In the event of a dispute, the registrar is definitively responsible for any damages and/or court costs resulting from the abusive or illegal use of a domain name. The registrar indemnifies the .lu registry and holds the latter harmless in this regard. Pursuant to the general terms and conditions to which the customer duly agreed, the customer must indemnify the registrar and hold the latter harmless for any damages and/or court costs that the registrar must bear in this case.



12.3. The .lu registry cannot be held liable, notably for a loss of use, for the allocation of the registrar or the customer's businesses, for interruption of business, or for any other harm, even if the .lu registry was informed of the possibility of such harm.

12.4. The .lu registry's liability toward the registrar is limited to 125% of registration fees owed for a one-year registration per domain name that might possibly be affected by this.

## 13 Conflict Resolution

13.1. If a Domain Name has been registered on behalf of a customer, it is the responsibility of any third party who later wants to assign the same Domain Name to prove that it is entitled to assign the Domain Name in question and to take action against the customer so that it may be assigned the Domain Name.

13.2. The registrar and the customer, in accordance with the terms and conditions said customer signed with the registrar, acknowledge and accept that the .lu registry shall never arbitrate conflicts resulting from the registration and use of a domain name.

13.3. The disputing parties must either secure a court ruling or settle the dispute through an extrajudicial agreement. Thus the .lu registry shall play no role whatsoever in a dispute between a registrant and a third party during the course of a dispute proceeding between a registrant and a third party. The .lu registry may assist the claimant in finding an agreement with the domain Holder based on a formal request ("Dispute entry") filed by the claimant in compliance with article 13.4. hereafter. Intervention by the .lu registry is limited to executing enforceable court rulings or extrajudicial agreements reached in the dispute between a registrant and a third party, with the .lu registry being bound to ensure, on its own initiative, the definitive nature of a ruling or the existence of contradictory rulings handed down in the various countries involved. The ruling or extrajudicial agreement, respectively, must be sent in writing, by registered mail, to the .lu registry within the following ten business days while respecting the provisions as set forth in article 13.4. in case of disputed domain names.

13.4. The registrar acknowledges and accepts that the .lu registry reserves the right, but is not obliged to, if a formal request is filed to the .lu registry, to place a Dispute entry on a domain name, without the .lu registry being a party to the corresponding proceedings if a third party presents a credible case suggesting that it has a right to the domain or that its rights are being infringed by the domain. The domain name holder Dispute entry is valid for an initial period of one year after its formal acceptance by the .lu registry. The .lu registry will extend it for another six months provided the claimant files another application with the .lu registry. A domain that bears a domain name holder Dispute entry can still be used by its holder, but cannot be transferred to anyone else ("trade"), except to the claimant himself in compliance with paragraph 7.7.

## 14 Registrar's Liability and Warranty

14.1. The registrar guarantees that the information they provide to the .lu registry matches the information received from their customer. The registrar assumes full liability for this, such that they must indemnify the .lu registry and hold the latter harmless for any damages and/or court costs incurred as a result of transmitting false information.

14.2. The .lu registry is not a party to the contract between the registrar and their customer. The registrar assumes full liability as to the processing of data received from the customer. In particular, if the customer is a legal entity, they must verify that the instructions and data are coming from someone duly authorized to act on behalf of that legal entity.

14.3. Generally and in any case, the registrar undertakes to indemnify the .lu registry and hold the latter harmless for any damages, court costs, or other amounts for which the .lu registry might be indebted to the customer.



## 15 Intellectual Property Rights

The registrar shall not have the right to use the .lu registry's logos or name without prior, written consent from the .lu registry.

## 16 Force Majeure

Events of force majeure shall include those usually considered as such by Luxembourg law as the applicable law for these Terms and Conditions, attacks, war, bad weather, transport blockades, barriers to telecommunication or supply, fire, storms, floods, water damage (insofar as the .lu registry has not itself caused or contributed to these events). Any unforeseeable, unpreventable events beyond the control of the party prevented from fulfilling its obligations shall also be considered as force majeure events.

In an event of force majeure, the .lu registry may be forced to interrupt the availability of its services in whole or in part without prior notice. As far as possible, the .lu registry shall keep the registrar informed of interruption times in particular and shall take all necessary measures to re-establish the connection as quickly as possible. However, the .lu registry may, under no circumstances, be held responsible for such interruptions and or service resumption delays except in the event of gross negligence or intentional wrong on its part.

## 17 Common Clauses

17.1. This contract can, in principle, only be modified by written agreement between the two parties, with the exception of such changes that the .lu registry is entitled to make by virtue of the specific terms and conditions of this contract.

17.2. The registrar is strictly forbidden to assign their rights and obligations hereunder without having received the prior, written consent of the .lu registry. In this latter case, the initial registrar remains jointly and severally liable for obligations derived from this contract up until the next, initially planned, expiration date.

17.3. The potential nullification of any of the clauses found in this contract shall not affect the validity of other provisions. The French version of this contract is the original version and shall be referred to in the event of differences between the original and a version translated into another language.

17.4. This contract is governed by the laws of the Grand Duchy of Luxembourg.

17.5. The courts of the district of Luxembourg and in Luxembourg shall be the legal venue for any dispute arising from this contract.

By signing this contract, the registrar acknowledges having received and taken cognizance of the following documents:

- Annex 1: Fees for Domain Registration
- Annex 2: Domain Name Charter
- Annex 3: General Terms and Conditions to be signed by Customers
- Annex 4: Data Processing

Executed in triplicate in Luxembourg on \_\_\_\_\_

**Pour the Company XY**

**For the Restena Foundation**



AB  
Manager  
Seal

AA  
Manager  
Seal