

**Registrar Agreement**  
**for**  
**Domain Names under**  
**the ccTLD “.ch” and “.li”**

between

**SWITCH**  
Werdstrasse 2  
P.O. Box  
CH-8021 Zurich

hereinafter **Registry**

and

**Party2**  
Contact  
Street & Number  
Zip & Place  
Country  
with Registrar User ID

hereafter **Registrar**

## Table of Contents

1.	Definitions.....	4
2.	Introduction.....	5
3.	Subject of the agreement .....	5
4.	Rights and obligations of the Registry.....	5
4.1	Registration and administration of domain names .....	5
4.2	Interface / Registrar Zone and other services .....	5
4.3	List of Registrars .....	6
4.4	Training .....	6
4.5	Additional services .....	6
4.6	Registry's contact.....	6
4.7	Registry's obligation to inform .....	7
5.	Rights and obligations of the Registrar .....	7
5.1	Provision of security .....	7
5.2	Use of the electronic Interface.....	7
5.3	Obligation to comply with Swiss law and the provisions of the OID .....	7
5.4	Processes.....	8
5.4.1	In general.....	8
5.4.2	Authorisations and records .....	8
5.4.3	Transfer in particular.....	8
5.4.4	Information to holders .....	9
5.5	Technical requirements .....	9
5.6	Holder care by the Registrar .....	9
5.7	Helpdesk for complaints concerning the Registrar.....	9
5.8	Registrar's contact.....	9
5.9	Data maintenance .....	10
5.10	Language for dispute-settlement proceedings.....	10
5.11	Data protection .....	10
5.11.1	Application of data-protection legislation .....	10
5.11.2	Personal data.....	10
5.12	Co-operation on technical and legal problems .....	11
5.13	Cooperation in the case of suspected misuse .....	11
5.14	Use of the Registry logo .....	11
5.15	Payment obligation .....	11
5.16	Indemnification.....	12
5.17	Measures for performance of the Agreement / penalty clause .....	12
5.18	Measures in the event of bankruptcy of a Registrar .....	12
6.	Prices, payment on account and terms of payment .....	13
6.1	Prices 13	
6.2	Payment on account and due date for fees.....	13
6.2.1	Payment on account by Registrar.....	13
6.2.2	Due date for fees upon registration (1 <sup>st</sup> subscription period) .....	13
6.2.3	Due date for fees for the 2 <sup>nd</sup> subscription period and subsequent years .....	13
6.2.4	Negative balance on the account .....	14
6.3	Payment terms and settlement of accounts .....	14
6.3.1	Form of payment.....	14
6.3.2	Settlement of accounts by the Registry .....	14
6.3.3	Objections to records .....	14
7.	Guarantee and liability.....	15
7.1	Guarantee .....	15
7.2	Liability .....	15
7.3	Force majeure .....	15

8.	Term of the Agreement .....	16
8.1	Term of the Agreement and ordinary termination.....	16
8.2	Extraordinary termination for cause .....	16
8.3	Effects of (ordinary and extraordinary) termination .....	17
8.3.1	From the time of notice of termination .....	17
8.3.2	When the Agreement comes to an end .....	17
9.	Statutory conditions and integral parts of the Agreement .....	18
9.1	Integral parts of this Agreement .....	18
9.2	Order of precedence .....	18
9.3	Statutory conditions for the ccTLD “.ch” and “.li” .....	18
9.4	Amendments to the statutory and actual conditions for domain names of the ccTLDs “.ch” and “.li” .....	19
10.	Miscellaneous provisions .....	19
10.1	Languages .....	19
10.2	Agreement copies .....	19
10.3	Completeness .....	19
10.4	Written form .....	19
10.5	Severability .....	19
10.6	Assignment of rights and obligations .....	20
10.7	Applicable law and place of jurisdiction .....	20

## 1. Definitions

The definitions used in the General Terms and Conditions for registering and administering domain names under “.ch” and “.li” (hereinafter GTC) also apply to this Agreement. In addition, the following definitions also apply:

Abuse Contact	The person or competent Registrar’s office who can be contacted by the Registry if there is suspected misuse of the domain name.
ccTLD	Country code Top Level Domain representing an official county domain. Used in this Agreement as a synonym for the term described as “domain” according to the definition in the GTC.
GTC	The Registry’s General Terms and Conditions for the registration and administration of domain names under the domain “.ch” and “.li”, as amended from time to time.
Holder	A natural person or legal entity who has been granted the right to use a domain name by the Registry.
Interface	The interface according to Appendix 1.
OID	Ordinance on Internet Domains of 5 November 2014 (SR 784.104.2)
Registrar	Company which is the contracting party of this Registrar Agreement with the Registry.
Registrar Contact	The person or competent Registrar’s office listed in the Registry database as responsible contact in connection with a domain name.
Registrar Zone	The “Registrar Zone” is a zone on the Registry website available only to the Registrar with the User ID and password assigned to it.
Subscription Period	The period, generally 12 months, which commences on the day of registration and each subsequent period of 12 months.
Transfer	A change in the administration of a domain name from the Registrar to another Registrar.
Transfer Code	The code by which the transfer of a domain name is enabled.

## **2. Introduction**

The Registry is the exclusive operator of the registry for the ccTLD “.ch”. This task was delegated contractually to the Registry by the Federal Office of Communications (OFCOM) according to the Ordinance on Internet Domains of 5 November 2014 (SR 784.104.2) by an agreement under administrative law.

The Registry also operates exclusively the registry for the ccTLD “.li”. This mandate has been delegated to the Registry by the Office for Communication of the Principality of Liechtenstein in accordance with the Ordinance on the Means of Identification and Frequencies in the Area of Electronic Communication (IFV, LGBl 2007 No. 118).

## **3. Subject of the agreement**

This Agreement and its components (section 9.1) govern the technical, organisational and commercial processes and conditions relating to the registration and administration of domain names for the ccTLDs “.ch” and “.li” in the relationship between the Registry and the Registrar for bulk transactions.

In the context of the registration and administration of domain names under this Agreement, the Registrar acts in its own name and for its own account. In doing so, it acts as a Registrar Contact and as a billing contact to the Registry under the User ID allocated to it by the Registry.

On the basis of this Agreement, the Registrar does not become an agent (Art. 418a ff. of the Swiss Code of Obligations[CO]), commission agent (Art. 425 ff. CO) or any other representative of the Registry in the relationship to the Registrar's customers or the holders of domain names registered and administered by the Registrar, nor does this Agreement create any association or partnership between the Registry and the Registrar.

The Registry's GTC shall be an integral part of this Agreement, unless otherwise agreed.

## **4. Rights and obligations of the Registry**

### **4.1 Registration and administration of domain names**

The Registry undertakes to register and administer domain names for the benefit of the holder designated by the Registrar according to the provisions of the OID and the Registry's GTC, unless this Agreement contains any provisions to the contrary.

### **4.2 Interface / Registrar Zone and other services**

The Registry will make available to the Registrar a secure interface for non-exclusive use free of charge. Details of the technical standards are set out in the interface agreement or in the applicable user manual according to Appendix 1.

The existence of a valid interface agreement is a prerequisite for this Agreement (cf. Section 8.2 letter g).

There is a Registrar Zone on the Registry's website. The Registrar will be given the possibility of accessing its account balance at any time and examining future subscription renewals.

Via the interface the Registry shall make available to the Registrar access possibilities to domain name enquiry services subject to the conditions of the interface agreement.

Emergency measures in connection with the interface, without an infringement of agreement on the part of the Registrar being involved, are governed in the interface agreement.

### **4.3 List of Registrars**

The Registry shall keep a list of the Registrars and may publish such list at [www.nic.ch](http://www.nic.ch) with the following details for each Registrar:

- Company, street, post code, town
- E-mail, telephone and fax number
- Country
- Link to the website of the Registrar
- Logo of the Registrar
- Details of the respective Registrar's additional services

The Registrar expressly declares its consent to the publication of these data at [www.nic.ch](http://www.nic.ch) according to Appendix 2 f.

The Registrar undertakes to immediately notify the Registry in writing of any changes to these data. Publication in the list of Registrars takes place only after successful commissioning of the interface (in accordance with the interface agreement).

### **4.4 Training**

If the Registry finds that there is a corresponding need, it shall organise training sessions for the Registrar at the beginning of the agreement, without any charge. It shall also organise training sessions if changes of a technical, organisational or legal nature indicate that this would be appropriate in the opinion of the Registry. The Registrar may be obligated by the Registry to participate in such training. The number of participants in the courses is limited, for which reason the Registrar shall always agree in advance with the Registry on the number of participating employees.

### **4.5 Additional services**

For additional services that the Registry provides for the Registrar beyond the framework set out in Sections 4.1-4.4, the Registry may invoice the work associated therewith and the additional costs and expenses incurred.

Such additional services include, among other things, the re-launch for domain names erroneously deleted by the Registrar, the sending of the Transfer Code to the holder in certain cases (cf. Section 5.4.3 Section 3 below) and the provision of enhanced or prepared information in special formats, which are not available to all Registrars.

### **4.6 Registry's contact**

The Registry shall provide the Registrar with the contact details of a contact person or function and their deputies for administrative, technical, legal and security-related aspects in Appendix 2. The Registry shall notify the Registrar in writing of any changes relating to these persons or to their contact details.

#### **4.7 Registry's obligation to inform**

The Registry shall communicate to the Registrar the necessary information about changes or disruptions of a technical, legal or administrative nature which is required for the registration and administration of domain names. The information shall be provided within an appropriate period or as soon as possible.

Unless the Registrar has been expressly authorised to communicate publicly by the Registry, the Registrar shall keep the information obtained in relation with this Agreement strictly confidential, as long as such information is not publicly available. Otherwise the Registry may take measures as defined in Section 5.17.

### **5. Rights and obligations of the Registrar**

#### **5.1 Provision of security**

The Registry shall be entitled to request the provision of security from the applicant or Registrar at the conclusion of the Agreement or during the ongoing term of the Agreement, which may be turned to account in the case of questionable solvency or payment default.

#### **5.2 Use of the electronic Interface**

For the submission of requests respectively for administrative actions concerning domain names, the Registrar must use the Registry's Interface designated for Registrars (see interface agreement, Appendix 1).

The Registrar shall guarantee that its server will function for the receipt of messages from the Registry and that it will actively obtain and process messages using the Registry's registration system. The Registrar is solely and fully liable to its customers for any damages resulting from the failure of its server or from failure or delay in obtaining or processing messages from the Registry and shall, according to Section 5.16, fully indemnify and hold harmless the Registry against any claims made against the Registry by holders of domain names in connection therewith.

The Registrar undertakes to use the Interface only in the permissible manner in accordance with the interface agreement.

In the event of non-compliance with the provisions of this Section 5.2 by the Registrar, the Registry may terminate this Agreement for cause according to Section 8.2 or may at its discretion first take the measures set forth in Section 5.17.

#### **5.3 Obligation to comply with Swiss law and the provisions of the OID**

The Registrar undertakes and warrants that it will comply with the provisions of Swiss law in particular the OID. The Registrar specifically warrants that it

- a) will make an offer which includes only the assignment of a domain name (unbundled offer, Art. 20(1) OID);
- b) will offer its customers the option at any time to transfer the administrative management of a domain name to another Registrar, although claims under civil law for non-performance of the Agreement shall not be affected thereby (Art. 20(2) OID);

- c) will cooperate with the Registry and provide it with any necessary technical and organisational help and support to ensure the continuity and security of the administration of the domain names (Art. 20(4)(a) OID);
- d) will ensure that the holders of domain names are informed of any cessation of Registrar activity and that they are aware of the procedure to preserve their claims (Art. 20 (4) (b) OID).

The Register is also obligated to provide the Registry in Appendix 2 with a valid address for correspondence in Switzerland

## **5.4 Processes**

### **5.4.1 In general**

The processes and authorisations relating to registration, update, transfer, relinquishment, revocation or transfer of domain names are based on the procedure, authorisation and formal conditions set forth in Appendix 3.

### **5.4.2 Authorisations and records**

Administrative actions in connection with domain names require the consent of the holder in accordance with Appendix 3. The Registrar is responsible to the Registry for defining a process which excludes consent being given by unauthorised third parties instead of the holder or any other misuse to the holder's detriment. The Registrar is required to take state of the art measures to prevent misuse. In addition, the Registry may require from the Registrar clearly specified precautions provided that they are proportionate. If the Registrar does not implement such precautions, the Registry may take the measures set forth in Section 5.17. The Registrar must be able to verify the correctness of administrative actions and, except in case of revocation, that such action took place with the holder's consent, e.g. by means of documents, log files or similarly appropriate records.

The Registrar must retain the business correspondence, original documents, titles and log files, sorted by domain name, for ten years from the time of cancellation of registration. Upon request these must be surrendered to the Registry within three working days at the most (Art. 20(3) OID). If the Registrar fails to comply with the obligation to retain data according to this provision, the Registry may take the measures set forth in Section 5.17. The Registrar must inform its customers of its obligation to disclose information to SWITCH and obtain their explicit consent.

### **5.4.3 Transfer in particular**

The Registrar shall procure that its customers have at any time the possibility of transfer to another Registrar.

In case of a transfer, the Registrar shall issue, at the holder's request, a Transfer Code to the holder or the future Registrar for the transfer and shall communicate such code to the Registry. If the Registrar neglects to provide the holder or the future Registrar with the Transfer Code, the holder may apply for the Transfer Code direct from the Registry. In accordance with Section 4.5, the Registry may charge a fee for the issuance of the Transfer Code.

The Registrar shall treat the Transfer Codes as carefully as passwords. The Transfer Code shall continue to be valid unless the new Registrar or the Registry has set new handles



(object references). It is advisable for security reasons for the Transfer Code not to be generated (i.e. placed and stored with the Registry) until the holder applies for the transfer. The Registrar shall be liable to the Registry and to the holder for any damages resulting of any misuse of Transfer Codes for which he is responsible.

After execution of a transfer, a domain cannot be transferred again for 60 days. The Registry may approve exceptions in justified individual cases.

#### **5.4.4 Information to holders**

The Registrar shall ensure in an appropriate manner that its customers take note of the Registry's GTC and any messages from the Registry in connection with registration activity.

If the Registrar's customers are not holders of domain names, the Registrar must require its customers to forward the Registry's GTC and any Registry messages connected with the registration activity to the holders of the domain names.

The Registrar shall bear the costs of such information. If the Registrar does not forward information from the Registry, in particular amendments to the GTC, or does not do so in the interest of the Registry, the latter may take the measures set forth in Section 5.17. Moreover, the Registrar shall fully indemnify and hold harmless the Registry against any claims which holders may raise against the Registry on the basis of missing or inadequate information, in accordance with Section 5.16 hereunder.

#### **5.5 Technical requirements**

The Registrar is required to master the technologies and protocols necessary for the registration and administration of domain names.

#### **5.6 Holder care by the Registrar**

The Registry generally does not respond to any enquiries by the Registrar's customers and refers such customers to the Registrar. The Registrar is advised to set up and operate its own helpdesk.

Exceptions to the above rule are complaints about the Registrar (see, in this regard, Section 5.7 below) and enquiries from holders in connection with administrative actions by the Registry, such as blocking or revocation of a domain name in accordance with the OID, which the Registry undertakes without being asked to do so by the Registrar.

#### **5.7 Helpdesk for complaints concerning the Registrar**

The Registry shall operate a helpdesk for complaints concerning the Registrar. Customers of the Registrar may direct any complaints concerning the Registrar to registry@nic.ch. If there are recurring complaints about the Registrar, the Registry may take measures pursuant to Section 5.17 or may terminate the Agreement on extraordinary grounds pursuant to Section 8.2.

The Registrar is obligated to inform its customers of Section 5.7.

#### **5.8 Registrar's contact**

The Registrar shall provide the Registry with the contact details of a contact or a function and their deputies for administrative and technical aspects and for cases of misuse ("Abuse Contact") in Appendix 2. The Registrar shall inform the Registry in writing of any changes

relating to these persons and their contact details. If the Registrar fails to do so, the Registry may take the measures set forth in Section 5.17.

The Registrar may be instructed by the Registry in individual cases to make the notified changes in its account itself.

## **5.9 Data maintenance**

For the administration of the domain names the Registrar can check via the Interface all the personal data of contact persons who are entered in the Registry's database in connection with domain names for which the Registrar is listed as Registrar Contact in the Registry's database. For other contact persons, the Registrar's access to the personal data is limited for reasons of data protection (e.g. no e-mail addresses).

The Registrar is responsible to the Registry for compliance with the data maintenance obligation according to Section 2.5 GTC regarding all domain names for which the Registrar is listed as Registrar Contact in the Registry database. For this purpose the Registrar must, in particular, take appropriate steps (such as checking the Swiss Official Gazette of Commerce) to find out about any mergers, spin-offs, asset transfers, deaths, or the initiation of any bankruptcy proceedings as regards the corresponding domain-name holders.

The Registrar must also notify the Registry of the correct e-mail addresses of the holders.

The Registry may ask identifying questions and address inquiries in relation to notification of a correspondence address in Switzerland directly to holders.

Otherwise, Section 5.11 below shall apply to the processing of personal data.

## **5.10 Language for dispute-settlement proceedings**

The Registrar may conclude the agreements with its customers in the languages of its choosing. The Registrar must, however, for any domain name where it is listed as the Registrar Contact, record the language that will apply to possible dispute-settlement proceedings and inform the Registry thereof; there are four possible options: German, French, Italian or English.

## **5.11 Data protection**

### **5.11.1 Application of data-protection legislation**

The Registrar undertakes and warrants, in respect of personal data connected with the registration and administration of domain names, to comply with the provisions of the relevant data-protection laws.

### **5.11.2 Personal data**

The processing of personal data by the Registrar in connection with the performance of services of administration and registration of domain names under this Agreement is only allowed within the limits set out by Art. 13 OID and Sections 5.1-5.4. of the GTC and in accordance with the regulations on the use of the Whois and domain-name-search services, in the latest version published at [www.nic.ch](http://www.nic.ch).

### **5.12 Co-operation on technical and legal problems**

The Registrar undertakes to immediately report to the Registry technical failures in its system or the Registry's systems, e.g. in the case of unavailability of the systems or unannounced failures, etc.

In addition, the Registrar shall inform and co-operate with the Registry on legal matters affecting the domain names of the ccTLDs ".ch" and ".li". In particular, the Registrar shall support the Registry in uncovering misuse or other irregularities and shall provide the Registry within a reasonable period of time, but within 3 working days at the latest, with all available customer information of the Registrar, which might help clarifying matters, such as, for example, copies of correspondence with the customer or the marginal data of e-mails and login data (log files).

The Registrar, however, is not entitled to advice from the Registry on legal questions or to technical assistance which goes beyond the provisions of this Agreement.

### **5.13 Cooperation in the case of suspected misuse**

If the Registry receives information about a misuse in connection with domain names for which the Registrar is listed as the Registrar Contact, it shall contact the Abuse Contact indicated by the Registrar. The Registrar must promptly take steps to investigate the information received from the Registry about the misuse. Any indications from the Registry of misuse must be answered within 24 hours by the Registrar or by a person who has been commissioned by the Registrar to take the necessary appropriate measures where misuse has been reported. If the Registrar fails to comply with these duties, the Registry may take measures pursuant to Section 5.17.

### **5.14 Use of the Registry logo**

The Registry hereby grants the Registrar the non-exclusive right to use the Registry logo free of charge for purposes in the context of this Agreement in print products or in electronic form. For the use on the Registrar's website, the Registry will provide the Registrar on request with a web-compatible version of its logo. The authorisation to use the logo ends with the termination of this Agreement (cf. Section 8.3.2 letter e). The Registrar shall inform the Registry without further request in a suitable manner (specimen copies of documents, print-outs, references to websites etc.) about the form and context in which it uses the Registry logo. The Registry reserves the right to refuse to allow the logo to be used in an individual case if it does not agree with the way in which the Registrar uses the logo in a particular case.

The Registry has the right to establish further guidelines for the use of its logo at any time, which are binding upon the Registrar, or to revoke the consent for the use of the logo by the Registrar. The Registrar must use the respective current logo; otherwise the Registry may take the measures as defined in Section 5.17. The Registrar may not use the Registry logo in a way which might harm business for the Registry or constitute unfair business practices.

### **5.15 Payment obligation**

The Registrar is liable to the Registry for the charges for the domain names for which it is listed as Registrar Contact as well as for any other fees mentioned in this Agreement. The details are set out in Section 6.

## **5.16 Indemnification**

The Registrar shall fully indemnify and hold harmless the Registry against claims of any kind which may arise from third parties, in particular holders:

- a) in connection with registrations, updates, Registrar Transfers, transfers or deletions (on the basis of relinquishment and revocation), which have been made on the basis of requests or changes by the Registrar, or
- b) in connection with the blocking or revocation of domain names, for which the Registrar is listed as Registrar Contact, as defined in Sections 3.2.3 or 3.3.2 of the GTC, or
- c) in connection with the breach of the Registrar's obligations under this Agreement.

This indemnification obligation shall apply to its full extent, including with respect to compensation for attorney's fees and court costs, provided that the third-party claim does not arise in whole or in part from a violation attributable to the Registry of the provisions of this Agreement, the GTC other contractual components (Section 9.1) or legal parameters. In addition to the claim for indemnification, the Registry may also take measures in accordance with Section 5.17, if necessary.

## **5.17 Measures for performance of the Agreement / penalty clause**

Should the Registrar breach one or more provisions of this Agreement, the Registry may, at its own discretion but in proportion to the breach, issue a verbal or written warning to remedy the breach of contract within an appropriate grace period. Should the Registrar fail to heed this warning within said period, the Registry may;

- a) discontinue or reduce its services, in particular no longer authorising the registration of new domain names for the Registrar or reducing the speed of or completely interrupting the Interface; or
- b) demand payment by the Registrar of a penalty in the amount of CHF 5,000.00 per breach. The payment of such penalty does not exempt the Registrar from its obligation to pay additional damages exceeding the amount of the penalty.

Moreover, any special measures mentioned in this Agreement and its components (Section 9.1) for non- or bad-performance or violation of secondary obligations by the Registrar, in particular extraordinary termination in accordance with Section 8.2, are reserved.

## **5.18 Measures in the event of bankruptcy of a Registrar**

In the event of the initiation of bankruptcy in respect of a Registrar, the Registrar shall, as from the time the bankruptcy proceedings are initiated (Art. 175 Swiss Debt Enforcement and Bankruptcy Act [DEBA] or corresponding provision of the applicable foreign law), no longer be authorised to carry out legal acts relating to assets which are part of the bankruptcy estate (see Art. 204 DEBA or the corresponding provision of the applicable foreign law).

The Registry shall take all measures it considers fit to ensure the domain names that are registered by the Registrar are transferred in as orderly a manner as possible to another Registrar. The Registry shall contact the holders at the e-mail or postal address indicated by the Registrar and shall set a period for them to transfer their domain names to another Registrar.

## **6. Prices, payment on account and terms of payment**

### **6.1 Prices**

The applicable prices between the Registry and the Registrar are published in the Registrar Zone at [www.nic.ch](http://www.nic.ch). The Registrar may freely fix its prices with regard to its customers. The Registrar shall bear the delcredere risk for the fees to be paid by its customers.

Price changes enter into force as from the date set by the Registry. The right to adjust prices to any changes in the value-added-tax rates, if any, is reserved. Price adjustments shall be notified to the Registrar not later than 60 days before they become effective, and published in the Registrar Zone at [www.nic.ch](http://www.nic.ch) at least 30 days before they become effective.

In case the Registrar is not willing to accept a price increase, it has the right to terminate this Agreement according to Section 8.1 at the end of the calendar month preceding the month as of which the new prices apply.

### **6.2 Payment on account and due date for fees**

#### **6.2.1 Payment on account by Registrar**

The Registrar shall ensure that its account with the Registry contains a sufficient balance throughout the period of the Agreement, so that all the fees owed and payable by the Registrar according to Sections 6.2.2 and 6.2.3 are covered. To this end it must pay payments on account for the fees owed by it. The payments on account shall be credited to the Registrar's account with the Registry less any charges for credit-card transactions and bank charges.

The Registrar may view the transactions as well as its account balance online in the Registrar Zone. The amounts in the Registrar's account shall not accrue interest for the Registrar.

#### **6.2.2 Due date for fees upon registration (1<sup>st</sup> subscription period)**

If a new domain name is registered for the Registrar according to this Agreement, the fees for the 1<sup>st</sup> subscription period are payable in advance on the same day as the registration of the relevant domain name and will be charged to the Registrar's account.

#### **6.2.3 Due date for fees for the 2<sup>nd</sup> subscription period and subsequent years**

The Registrar will be provided with appropriate services allowing the Registrar to determine in good time the domain names for which the subscription period is to be renewed. The Registrar can delete the domain name up to the last calendar day of the subscription period. On the first day of the new subscription period, the fee for the subsequent period becomes due and is charged to the Registrar's account.

In the case of transfer of a domain name from the Registrar to another Registrar, the subscription period already paid for is taken into consideration as follows:

- a) For a transfer from the Registrar to another Registrar during a current subscription period, the new Registrar is credited by the Registry with the remaining part of the current subscription period, provided that the corresponding fees have been paid, i.e.

in this case the new Registrar is liable to the Registry for the fees for the transferred domain name only after the expiry of the current subscription period.

- b) For a transfer from one Registrar to another Registrar during a current subscription period, the former Registrar is not entitled to a refund or reduction of the fees already paid or still owed by the Registrar for the rest of the subscription period.

Letter b above shall also apply to the deletion of the domain name during a current subscription period.

The fee will be charged to the account of the Registrar registered on the respective first day of the new subscription period.

#### **6.2.4 Negative balance on the account**

Should the balance on the Registrar's account (cf. Section 6.2.1 above) be insufficient for the complete set-off of the fees due in accordance with Sections 6.2.2 and 6.2.3,

- the requests submitted by the Registrar for new registrations will no longer be processed by the Registry. The Registrar will be informed of such insufficient balance at the same time. By way of exception, the Registry may maintain registration of new domain names if the Registrar proves that a payment on account has been paid but has not been credited yet to the Registry's account.
- the Registry has the right to refuse subscription renewals according to Section 6.2.3.
- should the balance be repeatedly insufficient, the Registry has the right to terminate the Agreement for cause in accordance with Section 8.2.

### **6.3 Payment terms and settlement of accounts**

#### **6.3.1 Form of payment**

The Registrar shall pay the payments on account to the following bank account: Credit Suisse, Account No. XXXXXXXXXX, Clearing No. XXXX, IBAN: XXXXXXXXXXXXXXXX, BIC: XXXXXXXX, on the account of SWITCH, Werdstrasse 2, 8021 Zurich.

#### **6.3.2 Settlement of accounts by the Registry**

On the tenth day of each month at the latest, the Registry will prepare for the Registrar a VAT-compliant statement of account for the previous month detailing the fees set off against the Registrar's payments on account. The Registrar can view the statement of account in the Registrar Zone.

#### **6.3.3 Objections to records**

The Registrar shall check the statement of account and transaction record upon receipt and report any objections to the Registry within 15 days, otherwise the statement of account shall be deemed to be approved. Justified objections will be taken into consideration in the next settlement of accounts.

## **7. Guarantee and liability**

### **7.1 Guarantee**

The contracting parties undertake mutually to perform their obligations under this Agreement with appropriate care to be expected considering the scope and organisation of their business activity, and in consideration of the nature of the obligations accepted by them in accordance with this Agreement.

The guarantee of the services of the Registry concerning the registration and administration of domain names, including availability of the Registrar Zone on the Registry website, shall be governed exclusively by Section 6.1 of the GTC. The guarantee of the Registry with regard to the Interface and in connection with the Whois service shall be governed by the corresponding provisions of the interface agreement in Annex 1 and the latest version of the regulations on the use of the Whois and domain-name-search services published at [www.nic.ch](http://www.nic.ch).

### **7.2 Liability**

The contracting parties are liable for direct damage to the other contracting party caused by gross negligence or wilful misconduct by their organs or employees in connection with this Agreement. Any further liability, in particular for indirect and consequential damages, such as loss of profit, missed savings, claims by third parties, etc. are excluded to the extent permitted by law.

Insofar as the parties use third parties for the performance of their obligations, they are liable for the conduct of such third parties just as for their own conduct, but with the proviso that the Registry shall bear no responsibility whatsoever for the acts and omissions of the operator of the root server in the DNS system and/or the authorities.

For the liability of the Registry in connection with its services concerning the registration and administration of domain names, Section 6.2 of the GTC shall also apply exclusively in the relationship with the Registrar. For the liability of the parties with regard to the Interface and in connection with the Whois service, the corresponding provisions of the interface agreement in Appendix 1 and latest version of the regulations on the use of the Whois and domain-name-search services published at [www.nic.ch](http://www.nic.ch) shall apply.

Otherwise Section 5.17 above is reserved.

### **7.3 Force majeure**

In cases of force majeure, i.e. if a party is prevented from performing any of its obligations under this Agreement by any event beyond the reasonable control of such party and/or of any third parties used by such party, it shall be released from the performance of the obligation(s) concerned for the period during which the event of force majeure lasts, and during an appropriate start-up period thereafter, and shall not be liable for any resulting damages of the other party due to non-performance of the obligation(s) concerned.

Cases of force majeure particularly include natural events, mobilisation, wars, riots, epidemics, terrorism, accidents, significant operating disruptions, interruptions of telecommunication networks, in particular regarding the internet, labour disputes and official measures.

## **8. Term of the Agreement**

### **8.1 Term of the Agreement and ordinary termination**

This Agreement enters into force upon its signing by both parties. It is concluded for an indefinite period and can be terminated by either party by registered letter subject to a notice period of 3 months at the end of a calendar month. The Registry may exercise the right of ordinary termination only for important reasons, such as changes in the services and/or terms offered to the Registrars, in the event of conduct by the Registrar which is contrary to this Agreement, if the Registry helpdesk receives constant requests from the Registrar's customers which are not associated with the grounds listed in Section 5.6 above or in the event of increased customer complaints about the Registrar.

If the Registrar is not willing to agree to a price increase, the Registrar shall be entitled to terminate the Agreement with effect from the end of the calendar month preceding the month when the new prices start to apply.

### **8.2 Extraordinary termination for cause**

Each party has the right to terminate this Agreement with immediate effect at any time for important reasons, which make adhering to the Agreement unacceptable for them, provided that the important reasons are not the responsibility of the party giving notice.

The following are, inter alia, considered important reasons allowing for extraordinary termination:

- a) Filing for bankruptcy or composition proceedings against the other contracting party or an application by the other contracting party for bankruptcy or composition proceedings for itself.
- b) Commencement of liquidation proceedings by the other contracting party.
- c) Discontinuation or sale of the part of business relevant to this Agreement by the other contracting party.
- d) Recurring insufficient payments on account by the Registrar according to Section 6.2.1.
- e) The extraordinary termination of the administrative agreement between the Swiss Confederation and the Registry or the public commissioning of the Registry by the Office of Communications of the Principality of Liechtenstein.
- f) Unilateral amendment of the Agreement by the Registry according to Section 9.4 with amendment of the legal or actual general conditions (right of termination by the Registrar). This also applies if the legal or actual general conditions of only one ccTLD change.
- g) The interface is not implemented or applied according to the interface agreement or the interface agreement is terminated.
- h) Measures according to Section 5.17 are no longer effective.



### **8.3 Effects of (ordinary and extraordinary) termination**

#### **8.3.1 From the time of notice of termination**

As from the time of the notice of termination of the agreement by one contracting party according to sections 8.1 and 8.2, the following shall apply:

- a) The Registry may inform the holders, for whose domain names the Registrar is registered as Registrar Contact, of the termination of this Agreement in an appropriate form (letter delivered by post or e-mail, notice on the Registry's website, etc.) and indicate to them that the domain names concerned will be deleted unless a transfer to another Registrar has occurred within 90 days of the notice of termination. The Registry may also take any measures it considers appropriate to ensure that the domain names which are registered by the Registrar are transferred to another Registrar in as orderly a manner as possible.
- b) The Registrar is no longer authorised to register new domain names for holders and manage such domain names in its own name and for its own account.

#### **8.3.2 When the Agreement comes to an end**

When the Agreement comes to an end (time at which the termination comes into effect), the following shall apply:

- a) The Registry will prepare a final account.
- b) As of the date on which the Agreement comes to an end, the Registrar is obliged to transfer all documents and log files to the Registry. If the originals cannot be handed over for legal reasons, the Registrar shall make copies at its own expense and transfer them to the Registry. Instead of the data being transferred, the Registry may request confirmation that the corresponding data has been deleted/destroyed.
- c) As of the date on which the Agreement comes to an end, the Registrar is obliged to transfer all documents and log files to the Registry. If the originals cannot be handed over for legal reasons, the Registrar shall make copies at its own expense and transfer them to the Registry. Instead of the data being transferred, the Registry may request confirmation that the corresponding data has been deleted/destroyed.
- d) With regard to the holders' personal data, the Registrar is obliged, irrespective of the agreement coming to an end, to comply with the statutory provisions that apply to it, including the relevant data-protection laws.
- e) The Registrar's right to use the Registry logo according to Section 5.14 is terminated. The Registrar must remove the logo from its website. Documents, proofs, etc. bearing the logo must be destroyed.
- f) The Registry will no longer include the Registrar on the list of Registrars on its website.
- g) The Registrar shall itself bear the costs of rescinding any contractual relationships with its customers.

## **9. Statutory conditions and integral parts of the Agreement**

### **9.1 Integral parts of this Agreement**

The following provisions shall apply to the registration and administration of domain names as integral parts of this Agreement:

1. The Registry's General Terms and Conditions (GTC) in the current version published under [www.nic.ch](http://www.nic.ch)
2. Interface agreement with interface manual (Appendix 1 – accessible online in the Registrar Zone).
3. Latest version of the regulations on the use of the Whois and domain-name-search services at [www.nic.ch](http://www.nic.ch)
4. Contact data (Appendix 2)
5. Authorisations and procedure for requests and administrative actions (Appendix 3)
6. Latest prices in the Registrar Zone at [www.nic.ch](http://www.nic.ch)

No general terms and conditions shall apply other than those of the Registry. The Registrar's general terms and conditions are not considered part of the Agreement.

### **9.2 Order of precedence**

In the event of contradictions, the elements of the Agreement according to Section 9.1 shall apply in the following order of precedence:

1. The present Agreement
2. Appendices 1-3 to this Agreement
3. Regulations on the use of the Whois and domain-name-search services
4. The Registry's General Terms and Conditions

Annexes and attachments to the individual contractual components listed in Section 9.1 rank behind these documents.

Any provision in a lower-ranking document which refers to such provision in a higher-ranking document from which it differs, and in which the parties expressly agree on the deviation, is reserved.

### **9.3 Statutory conditions for the ccTLD “.ch” and “.li”**

In addition to the terms herein, the relevant statutory provisions shall apply to the registration and administration of the ccTLDs “.ch” and “.li”.

For domain names under the ccTLD “.ch”, inter alia the following provisions of Swiss law shall apply:

- a) the Law on Telecommunications of 30 April 1997 (FMG, SR 784.10),
- b) the Ordinance on Internet Domains of 5 November 2014 (OID, SR 784.104.2),
- c) the latest edition of OFCOM's Technical and administrative regulations on the allocation and administration of second-level domain names under the domain “.ch” (TAV, SR 784.101.113/2.13),

- d) the Data Protection Act of 19 June 1992 (DSG, SR 235.1) with the associated Decree of 14 June 1993 (VDSG, SR 235.11).

For domain names under the ccTLD “.li” in particular, the following provisions of the law of the Principality of Liechtenstein shall apply:

- a) the Communications Law of 17 March 2006 [*Kommunikationsgesetz*] (KomG, LGBl 2006 No. 91),
- b) the Decree of 8 May 2007 on means of identification and frequencies in the area of electronic communication [*Verordnung über Identifikationsmittel und Frequenzen im Bereich der elektronischen Kommunikation*] (IFV, LGBl 2007 No. 118),
- c) the Data Protection Act of 14 March 2002 [*Datenschutzgesetz*] (DSG, LGBl. 2002 No. 55 as amended).

#### **9.4 Amendments to the statutory and actual conditions for domain names of the ccTLDs “.ch” and “.li”**

This Agreement and the contract components according to Section 9.1 may be amended by the Registry by unilateral written notification to the Registrar, if the legal and actual conditions change. In case that the Registrar does not agree with an amendment, it may give notice of extraordinary termination of the Agreement in accordance with Section 8.2.

### **10. Miscellaneous provisions**

#### **10.1 Languages**

In the context of this Agreement, the Registry offers its services in German, French, Italian and English. For this Agreement and its contractual components (Section 9.1), English is the controlling language.

#### **10.2 Agreement copies**

This Agreement and its appendices shall be executed in two copies.

#### **10.3 Completeness**

This Agreement shall govern all rights and obligations of the parties relating to the registration of domain names of the ccTLDs “.ch” and “.li”. It replaces any verbal or written agreements or promises made before the conclusion of the Agreement which prior agreements or promises shall become null and void.

#### **10.4 Written form**

This Agreement and all additions or amendments thereto shall only be valid if made in writing which, for the purpose of this clause, shall include any exchange by e-mail, unless laid down otherwise in this Agreement (e.g. in Sections 6.1 and 9.4). This also applies to any amendment of this requirement for the written form.

#### **10.5 Severability**

In the event that any provision of this Agreement or of one of its contractual components (Section 9.1) is or becomes invalid or void, the remainder of the Agreement and its

contractual components shall not be impaired or otherwise affected by this and the invalid or legally void provision shall be replaced with a valid provision which will achieve, to the extent possible, the original economic purpose of the void provision.

### **10.6 Assignment of rights and obligations**

The assignment of rights and obligations under this Agreement by one party shall only be permitted with the prior written consent of the other contracting party, which, however, shall not refuse its consent without good and valid reason. This clause does not affect the change of Registrar for individual domain names.

### **10.7 Applicable law and place of jurisdiction**

This Agreement and the registration and administration of domain names shall be governed by and construed in accordance with Swiss law, to the exclusion of the provisions on the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods. For all and any disputes arising from or in connection with this Agreement, the courts of Zurich shall have exclusive jurisdiction.

Place, date: \_\_\_\_\_

\_\_\_\_\_  
Signature(s) of the Registrar

\_\_\_\_\_

Zurich, \_\_\_\_\_

Zurich, \_\_\_\_\_

\_\_\_\_\_  
SWITCH  
Dr Andreas Dudler  
CEO

\_\_\_\_\_  
SWITCH  
Urs Eppenberger  
Head of Registry & Collaboration

### **Appendices:**

Appendix 1: Interface Agreement

Appendix 2: Contact Data

Appendix 3: Authorisations and procedures for requests and administrative actions