SWITCH

General Terms and Conditions (GTC)
for the registration and administration of domain names under the domain ".ch" and ".li"

Enters into effect: 1 July 2010 (Version 9)

1 General provisions

1.1 Definitions

ACE string	ASCII Compatible Encoding String: a string of characters composed by algorithms (e.g. xn--bcher-kva.ch) consisting only of characters according to Annex 1. The domain name is entered in the SWITCH database and where applicable in the zonefile in the form of the ACE string.
Administration	Undertaking of administrative actions, such as updating of data in connection with contact persons, assignment of new contact persons or modification of existing contact persons, transfer or deletion, in relation to a registered domain name.
Applicant	The natural person or legal entity or a general or limited partnership submitting to SWITCH a request for registration of a domain name or for the undertaking of an administrative action in relation to a domain name.
Billing contact	The natural person or legal entity or a general or limited partnership, to which SWITCH sends the bills for its services.
Contact person	Either the applicant, the holder, the billing contact or the technical contact or all these together.
Database	Internal database of SWITCH used to provide the Whois service and other services. The database is not publicly accessible and is not a subscriber directory.
Deletion	Cancellation of the registration of a domain name on the basis of relinquishment by the previous holder or on the basis of revocation by SWITCH.
Domain	A top-level domain such as ".ch" or ".li".
Domain name	A domain name under the domain ".ch" or ".li" without the ending ".ch" or ".li" (second-level domain).
DNSSEC	Domain Name System Security Extensions (DNSSEC) is an extension of the DNS which allows the authenticity and integrity of DNS responses to be examined.
Holder	The natural person or legal entity or a general or limited partnership which has registered a domain name in their name on request.
Interface	Electronic access made available by SWITCH with which requests (for registration and for the undertaking of administrative actions) can be made.
IP address	A numeric address used for addressing a computer on the internet.
Name server	Service on the internet which answers requests with appropriate information from the zonefile.
OFCOM	Swiss Federal Office of Communications, regulatory authority

	for second-level domain names under the domain ".ch".
Office of Communications	Regulatory authority of the Principality of Liechtenstein responsible for regulation of second level domain names under the domain ".li".
Partner	A service provider acting in respect of SWITCH in its own name and for its own account, which applies for, registers and administers domain names under the domain ".ch" and ".li" with SWITCH for its customers on the basis of a partner agreement concluded between it and SWITCH.
Registration	Entry of the domain name in the database and where applicable the zonefile.
Relinquishment	Deletion of the domain name by the holder or deletion requested by a third party and approved by the holder.
Request	Request refers to a request to SWITCH for registration of a domain name or for undertaking an administrative action.
Revocation	Unilateral cancellation of the registration of a domain name by SWITCH or the partner.
Technical contact	The natural person or legal entity or a general or limited partnership, which is available to SWITCH and the holder in the event of technical problems connected with a domain name.
Transfer	Transfer of a specific domain name from the previous holder to a new one, for which SWITCH simultaneously deletes and re-registers this domain name.
Unicode Code Points	Numerical value indicating the position of a character within the Unicode character set.
Whois service	Publicly accessible part of the SWITCH database, which is not a list of subscribers.
Zonefile	Document required by the name server, which contains, among other things, the information about the domain name, name server and IP addresses.

1.2   Content of the GTC

These GTC govern the conditions for the registration and administration of domain names and their associated ACE string under the domain ".ch" or ".li". SWITCH - Teleinformatikdienste für Lehre und Forschung, Werdstrasse 2, Postfach, 8021 Zurich (hereinafter designated SWITCH) is the registry of domain names under the domain ".ch" or ".li".

1.3   Representation by third parties

Third parties, in particular but not only the applicant, the billing contact, the technical contact and the hostmaster, are responsible for being empowered and authorised to act for the holder of the domain name. Otherwise the third party is liable to SWITCH for all time and effort, costs, expenses and damages resulting from unauthorised action in accordance with section 2.3 para. 2 GTC. The holder of the domain name must accept responsibility for the actions and/or omissions of third parties used by him for the fulfilment of his tasks as for his own behaviour and is liable to SWITCH for this.

Partners who apply for domain names for their customers with SWITCH under the partner agreement concluded with SWITCH, and their registration and administration, are not considered third parties within the meaning of this section, but are contracting partners of SWITCH in respect of the relevant domain names. For customers of a Partner these GTC only apply under the conditions and to the extent provided for in the agreement between SWITCH and the Partner. Generally, the customers of the Partner must contact the respective Partner in connection with the domain names registered for them.

2   General principles for the registration and administration of domain names

2.1   Equal treatment

Unless provided otherwise in these GTC and in the applicable law, SWITCH will handle requests for registration provided that the premises are the same, in accordance with the same rules and principles.

2.2   First come, first served

Registration of a domain name for which several valid requests are received will be based on chronological order (first come, first served) of their being received by the SWITCH system to which its website www.nic.ch and its other registration interfaces lead. The same applies by analogy to requests for administration of domain names, which are received by SWITCH.

2.3   Legitimacy

A request for registration of a domain name represents to SWITCH the binding warranty of the applicant and/or holder that the registration to the holder of the domain name indicated in the request can be made legally and that the holder is entitled to use the domain name. SWITCH does not carry out a check on the holder's entitlement to register and use the domain name, and accepts no responsibility in that respect through the registration and administration of the domain name for the holder (Art. 14f para. 2 DART).

The holder undertakes to fully indemnify SWITCH in respect of all costs and expenses and against claims for compensation by third parties, including costs of proceedings and lawyers, which may result for SWITCH from or in connection with an illegal registration and/or use of a domain name.

In respect of SWITCH, the holder entered in the database is considered legally responsible for and entitled to the use of the domain name.

2.4   Registration for an unlimited period

The registration of domain names for the respective holder is generally for an unlimited period. The registration of a domain name ends with relinquishment by the holder, the transfer or the revocation by SWITCH.

2.5   Duty of data maintenance

The holder is responsible for ensuring that all the data of domain names registered for the holder and recorded by SWITCH in the database, such as the data of the contact persons

and technical details of the domain name, are kept up-to-date, complete and correct for the entire term of registration. For SWITCH, only the respective data registered in its database are authoritative. SWITCH is not obliged to take note of data communicated other than via www.nic.ch or the interface or to itself conduct research into the accuracy of these data.

If the data prove to be incomplete, inaccurate or not up-to-date, particularly with regard to references to a third party, and if as a result the identity of the holder can be determined only at disproportionate time and effort or if messages to the holder and/or the billing contact are undeliverable, SWITCH is entitled to revoke this holder's domain name.

2.6 Holder's correspondence address

SWITCH may demand that the holder of a domain name without a correspondence address in Switzerland for .ch domain names, or in Liechtenstein for .li domain names, supply such an address within 30 calendar days upon a demand to this effect from a Swiss authority for .ch or the Liechtenstein Office of Telecommunications (AK) for .li. Should the holder fail to supply any address or fail to supply a valid and correct correspondence address in Switzerland or Liechtenstein within this deadline, SWITCH will revoke his domain name.

2.7 Holder's duty of examination

The holder is obliged to verify the correctness of messages and processed requests from SWITCH within 14 days. If the holder fails to perform this examination, he loses any possible liability claims and other claims against SWITCH in connection with any possible errors in the respective messages and/or processed requests.

3 Registration and administration of domain names

3.1 Registration of domain names

3.1.1 Registration requirements

A valid request for registration of a domain name must contain up-to-date, complete and accurate information about the holder and the billing contact. If a technical contact or name servers are indicated at the time of registration, these must be up-to-date, complete and accurate. The contact information will contain the data according to para. 5.4 as well as the other information requested by SWITCH in the submission form.

3.1.2 Grounds for refusal

SWITCH will refuse registration of a domain name if:

a. the domain name contains characters other than those according to the currently applicable Annexes of these GTC (capital letters are displayed as corresponding lower case letters);
b. the domain name contains hyphens as the first, as the third combined with the fourth and/or as the last character (e.g. "-hallo.ch", "ha--llo.ch", "hallo-.ch");
c. the domain name or the ACE string contains fewer than 3 or more than 63 characters, subject to statutory exceptions or exceptions approved by OFCOM or the Office of Communications;
d. the domain name is identical to a domain name already registered or to one applied for by an earlier request but such request still being in process or to one in the transition period;
e. the domain name in question has been reserved by OFCOM or the Office of Communications (e.g. names of municipalities), unless the requirements for registration defined by OFCOM/Office of Communications for the relevant category are met;
f. the applicant does not meet the requirements applicable to the registration request according to para. 3.1.1.

SWITCH may refuse registration if:

a. important technical reasons or compliance with international standards require it;
b. the ability to pay is dubious, in particular if the future holder and/or billing contact designated in the request is insolvent as defined in art. 83 CO, is in default of bill payments for domain names already assigned or does not pay the advance which SWITCH may request for the assignment of domain names for amounts in excess of CHF 500.00;
c. there is an evident risk that SWITCH could make itself legally liable due to the registration of the domain name. In these cases the refusal takes place in consultation with OFCOM or the Office of Communications respectively;
d. the applicant cannot be contacted for queries, or does not reply within 10 working days (receipt of the reply by SWITCH).

Notification of refusal of a registration of a domain name will generally be given within 10 working days from receipt of the request by SWITCH.

With the refusal of registration the request in question will lapse and the relevant domain name will become available.

3.1.3   Requirements for the use of domain names

For a domain name to be used, SWITCH must be given at least one functional, correctly specified and configured name server. The name servers must be registered with SWITCH in advance. The name server names may consist only of characters in accordance with Annex 1. The domain names and name server details will generally be transferred to the zonefile within the following 24 hours. SWITCH recommends that at least two name servers be specified. Only the holder of the domain name under a ".ch" or ".li" domain is deemed to register a respective name server with SWITCH, i.e. only he can delete the name server or change the IP address to the name server entry.

To protect a domain name with DNSSEC, the holder must provide SWITCH with a functioning copy of the public key which is entered in the zonefile of the ".ch" or ".li" domain.

3.2   Administration of domain names

3.2.1   Administration of domain names in general

The administration of a domain name is concerned with the assignment and/or amendment of contact persons or name servers as well as transfers and deletions of a domain name. Administrative actions may be carried out at the request of the holder, contact persons and third parties.

SWITCH may allow the holder and contact persons the possibility of directly carrying out specific administrative actions. In the other cases, the administration of domain names is performed on the basis of corresponding requests to SWITCH.

3.2.2   Transfer of domain names in particular

a.   By the holder

Domain names can be transferred to a third party as the new holder provided that the current holder re-registers the domain name for the designated new holder while it being deleted simultaneously to the detriment of the previous holder. To do this, the fees must be paid by the previous holder and the registration requirements must be met in respect of the third party concerned and there must be no grounds for refusal.

b.   On application by a third party

If a third party makes a request for the transfer of a domain name, this takes place only after confirmation by the holder.

c.   By SWITCH

SWITCH will transfer a domain name from the holder to a third party if it is presented with a decision of a court or court of arbitration enforceable in Switzerland, a decision of a Swiss criminal prosecution, administrative or regulatory authority enforceable in Switzerland an expert's decision of the dispute resolution service for ".ch" and ".li" domain names or a settlement concluded in or out of court by both parties, according to which SWITCH, without being a party to the corresponding proceedings, is directly instructed to transfer the domain name to the third party or in which the consent to the transfer to be given by the holder is contained or by which that consent is replaced. The third party must submit a certificate of the enforceability of the decision.

3.2.3   Temporary blocking of domain names and/or deletion of the name server assignment

a) Blocking as a temporary measure

As a temporary measure SWITCH is legally obliged to block a domain name, i.e. to block the transfer of a domain name to a new holder until further notice, without SWITCH being a party to the corresponding proceedings, if the following conditions are met:

i)   SWITCH is instructed to do so by a decision of a court or court of arbitration enforceable in Switzerland; or
ii)   a Swiss criminal prosecution, administrative or regulatory authority makes a corresponding binding and enforceable order; or
iii)   a third party is proved to have lodged a plea to the court or court of arbitration or proceedings before the dispute resolution service for ".ch" and ".li" domain names against the current holder for deletion/revocation or transfer of the domain name.

In addition to or instead of blocking, the courts or courts of arbitration or authorities cited in para. 1 may also order that the name server assignment for the domain names concerned be deleted. Other measures ordered by courts, courts of arbitration or authorities are reserved.

b) Blocking of a domain name on suspicion of abuse

If there is a justified suspicion that the domain name is being used to obtain sensitive data by wrongful means or to disseminate harmful software (malicious code), SWITCH may delete the name server assignment to a domain name and block it for five days. SWITCH is obliged to block a domain name for 30 days if an application to this effect is made by an agency appropriately recognised by the Swiss Federal Office of Communications (OFCOM). The holder may demand a contestable order against the block from the Federal Office of Police (FEDPOL) within 30 days of its commencement. Otherwise, the further procedure and process is governed by the relevant provisions of the Ordinance on Addressing Resources in the Telecommunications Sector (OARTS).

3.3 Deletion of domain names

3.3.1 Deletion by relinquishment

The holder may relinquish his domain name at any time. If a third party makes a request for deletion of a domain name, confirmation of this request by the holder is deemed to constitute his relinquishment.

With relinquishment, the domain name is deleted from the Whois service, the database and the zonefile. With the deletion, the domain name becomes available for re-registration after a transition period as defined in para. 3.3.3. The domain name is deleted as quickly as possible or at the designated time.

3.3.2 Deletion by revocation

SWITCH revokes the registration of a domain name if SWITCH is presented with a decision of a court or of a court of arbitration enforceable in Switzerland, or a decision by a Swiss criminal prosecution, administrative or regulatory authority enforceable in Switzerland, an expert decision of the dispute resolution service for ".ch" and ".li" domain names, or if a settlement concluded in or out of court by both parties is presented, according to which SWITCH is directly instructed to revoke the domain name, without SWITCH being a party to the corresponding proceedings, or which contains the required holder's consent to revocation or by which that consent is replaced. The third party must submit a certificate of the enforceability of the decision.

SWITCH can revoke the registration of domain names if:

a. the holder breaches the applicable law;
b. the holder breaches these GTC or the contractual relationship with SWITCH and does not eliminate the breach within a period set by SWITCH;
c. the fees are not paid in accordance with the contract;
d. the holder breaches the duty to maintain data;
e. there is an evident risk that SWITCH could make itself legally liable due to the registration and/or use of the domain name. In that case the revocation takes place in consultation with OFCOM or the Office of Communications respectively;
f. the holder has died or has been deleted from the register of commerce as a result of bankruptcy or liquidation;
g. other important reasons such as international recommendations, standards or harmonisation require it. In that case the revocation takes place in consultation with OFCOM or the Office of Communications respectively.

With revocation, the domain name is deleted from the Whois service, the database and the zonefile. With the deletion, the domain name becomes available for re-registration after a transition period as defined in para. 3.3.3.

If the revocation took place on the basis of para. 1 above, the domain name is made available for re-registration at the time designated in the decision or in the settlement between the parties or, if such a time is not specified, as quickly as possible.

3.3.3 Transition period

After the deletion of a domain name, the name is subject to a transition period of 14 days during which registration of this domain name by a third party is not possible. In justified cases, SWITCH may shorten the transition period.

During the transition period, SWITCH may re-register the domain name for the previous holder if the holder revokes his relinquishment or if any outstanding payments have since been received by SWITCH. In addition, in exceptional circumstances, SWITCH may again

register the domain name to the previous holder in the transition period. The latter applies particularly in cases in which SWITCH could make itself legally liable.

4 Disputes about domain names

4.1 No judgement by SWITCH

SWITCH generally does not judge who may have a better right to a domain name, either on registration or in use of domain names. Nor does SWITCH examine content which is placed on websites.

4.2 Dispute resolution service

If the parties cannot agree on entitlement to a domain name or on the legitimacy of its use, a dispute resolution service is available to them, for which costs are payable. Any expert's decisions by the dispute resolution service are binding for holders of domain names even if they do not proceed to the merits in the dispute resolution proceedings.

The dispute resolution proceedings are subject to the relevant rules of procedure in the then current version. In any case legal actions before the state courts are reserved for both the holder and to third parties.

5 Personal data and Whois

5.1 Purpose and scope of processing personal data by SWITCH

SWITCH will collect and process personal data of the contact persons in the context of performance with its tasks as registry according to the statutory provisions and the following particular provisions. SWITCH may also process personal data for other purposes or pass them on to third parties, if the contact person concerned has given his express permission for this, or if such permission is implied. By accepting these GTC, the holder furthermore consents to the forwarding of the personal data of the contact persons by SWITCH to domestic and foreign authorities within the framework of procedures under civil, administrative and criminal law.

The applicant and/or the holder are responsible for ensuring that with regard to personal data listed by them in the request for registration or in connection to the administration of the domain name, the consent of the persons concerned is given for notification to SWITCH and for processing by the latter according to this para. 5.1.

5.2 Removal of personal data

With the deletion or revocation of the domain name or the removal of the assignment of a contact person to a domain name, e.g. in the case of a change to the billing or technical contact, the personal data of the contact persons concerned are removed from the Whois service, provided that they are not entered in the database as holder or as contact person in connection with further domain names. SWITCH, however, has the right and is legally obliged to store data relating to domain names in the database and in its activity journal for at least 10 years from the termination of the corresponding contract.

5.3 Rights of the contact persons

Each contact person has a right of information and correction for the data relating to them in the SWITCH database and where applicable in the Whois service. This right may be exercised by the contact person making a correction via the means of communication provided by SWITCH for the administration of domain names.

5.4   Whois service

SWITCH is legally obliged to publish the following data for each registered domain name on the internet:

- a.   designation of the registered domain name and of the ACE string;
- b.   full name of the holder of the domain name concerned;
- c.   postal address of the place of residence or business premises of the holder, stating the street name or a P.O. Box number, the town, the post code, the State or Province (the Canton for Switzerland) and the country;
- d.   if the holder is a legal entity, a general or limited partnership, the names of the natural person(s) entrusted with their representation;
- e.   the applicable language for the contract concerning the registration of domain names
- f.   name and postal address of the technical contact, stating the street name or a P.O. Box number, the town, the post code, the State or Province (the Canton for Switzerland) and the country;
- g.   a statement as to whether or not a domain name is protected with DNSSEC.

SWITCH has the right and is legally obliged to make direct access to the Whois service available to third parties. By default this is limited to a certain number of inquiries, and in the event of a proven need, in particular in the case of activities of a third party in connection with the registration and administration of domain names, the access limit can be increased. In that case SWITCH assigns to the third party the obligation to take measures to prevent the abuse of data from the Whois service.

6   Guarantee and liability

6.1   Guarantee

In the performance of its services as registry, SWITCH will take the appropriate care, according to the legal requirements, which can be expected of it taking into account the large number of requests to be processed. Beyond that SWITCH does not accept any guarantee for the availability of its services and systems and for the error-free nature of the results achieved with these.

6.2   Liability

SWITCH will not be liable for any damages, except those caused by intention or gross negligence. In particular, SWITCH will not be liable for damages or disruptions in service:

- a.   which are caused or partly caused by the fact that the holder or a contact person fails to comply with the conditions of these GTC and/or other constituent parts of the contract or fails to take technically necessary precautions which fall within the sphere of influence of the holder and/or the relevant contact person,
- b.   which are caused on the basis of failure of use, interruptions of operation, power failure, faults such as denial-of-service attacks and other hacker attacks, sabotage, terrorism, vandalism and capacity fluctuations etc. in connection with telecommunications networks and/or the internet and/or in connection with software employed by the holder and third parties for use of the internet,
- c.   consisting of indirect or consequential damages, such as loss of profits, savings not realised or claims of third parties,
- d.   in connection with compliance with an expert's decision in the dispute resolution proceedings,

regardless of whether a contractual claim, a claim for tortious acts (including negligence) or any other claim is involved; this also applies if SWITCH has been informed about the possibility of such damages. SWITCH reserves the right to raise the defence of shared responsibility by the injured party in any case. Any compensation obligation by SWITCH, its employees, its organs and any third parties brought in by SWITCH, is limited in each case to

a maximum value of CHF 500.00 per incident, in so far as permitted by law and independently of the legal grounds.

7 Force majeure

In cases of force majeure, i.e. if SWITCH is prevented from complying with one or more obligations under this contract for reasons which cannot reasonably be controlled by itself and by any third parties brought in by it, such as in particular natural events, mobilisation, war, rebellion, epidemics, accidents, sabotage, terrorism, serious operating malfunctions, interruption of telecommunication connections, in particular those of the internet, labour disputes or official measures, for the period during which the case of force majeure continues, and during an appropriate start-up period thereafter, it is exempt from performance of the obligation(s) concerned and is not liable for any direct or indirect damages resulting for the holder from non-performance of the obligation(s) concerned.

8 Concluding provisions

8.1 Language

SWITCH offers registration of domain names in English, German, French and Italian. The holder is free to select the language. The language selected at the time of submitting a request for the dispute resolution service is the authoritative language for the dispute resolution proceedings. In the case of a court proceeding, the language selected at the time of the initiation of the legal proceedings is the authoritative language for the contract with SWITCH and its interpretation.

8.2 Validity of these GTC

These GTC will become effective on 1 July 2010 until further notice.

Annex 1

Under the character the relevant character in the Unicode Code Point is given for clear identification.

a	b	c	d	e	f	g	h	i	j	k
0061	0062	0063	0064	0065	0066	0067	0068	0069	006A	006B
l	m	n	o	p	q	r	s	t	u	v
006C	006D	006E	006F	0070	0071	0072	0073	0074	0075	0076
w	x	y	z							
0077	0078	0079	007A							

0	1	2	3	4	5	6	7	8	9	-
0030	0031	0032	0033	0034	0035	0036	0037	0038	0039	002D

Annex 2

Under the character the relevant character in the Unicode Code Point is given for clear identification.

à	á	â	ã	ä	å	æ	ç	è	é	ê
00E0	00E1	00E2	00E3	00E4	00E5	00E6	00E7	00E8	00E9	00EA
ë	ì	í	î	ï	ð	ñ	ò	ó	ô	õ
00EB	00EC	00ED	00EE	00EF	00F0	00F1	00F2	00F3	00F4	00F5
ö	ø	ù	ú	û	ü	ý	þ	ÿ	œ	
00F6	00F8	00F9	00FA	00FB	00FC	00FD	00FE	00FF	0153	