

## General Terms and Conditions (GTC)

for the registration and administration of domain names  
under the domain ".ch" and ".li"

Enters into effect: 1 January 2021 (Version 11)

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## 1 General Provisions

### 1.1 Definitions

ACE string	ASCII [American Standard Code for Information Interchange] Compatible Encoding String: a string of characters composed by algorithms consisting of the letters a to z (without accent marks and umlauts), the numbers 0-9 and hyphens (e.g. xn--bcher-kva.ch). A domain name is registered in the DNS in the form of the ACE string.
Administration	Undertaking of administrative actions, such as updating of the data of contact persons, assignment of new contact persons or modification of existing contact persons, transfer or deletion of registered domain names.
Contact person	The registrar, the holder, the technical contact or all these together.
Domain name register	Internal not publicly accessible database of SWITCH used to operate the RDDS database (WHOIS) and to provide other services.
Deletion	Cancellation of the registration of a domain name on the basis of relinquishment or revocation.
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	A natural person or legal entity to which the right of use of a domain name was issued by the registry.
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".
RDDS database (WHOIS)	"Registration Data Directory Service" database, which enables all interested persons to access in real time information on allocated domain names.
Registrar	A service provider acting in respect of SWITCH in its own name and for its own account, which applies for domain names under ".ch" and ".li" for its customers with SWITCH and commissions the latter to register and administer these on the basis of a registrar agreement concluded between it and SWITCH.
Registration	Entry of the domain name in the domain name register and where applicable the zonefile.
Relinquishment	Deletion of the domain name by the administrating registrar on behalf of the holder.

Request	Request refers to a submission to SWITCH concerning the registration or administration of a domain name.
Revocation	Unilateral cancellation of the registration of a domain name by SWITCH.
Technical contact	The person or body 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.
Unicode Code Points	Numerical value indicating the position of a character within the Unicode character set.
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, Werdstrasse 2, Postfach, 8021 Zurich (hereinafter designated SWITCH) is the registry of domain names under the domain ".ch" or ".li".

## 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 via the designated interface. The same applies by analogy to requests for administration of domain names, which are received by SWITCH.

### 2.3 Legitimacy

In applying for registration, the holder warrants that he is entitled to register the domain name and that the registration and usage of the domain name will not infringe any third-party rights or breach any applicable law. 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.

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 holders entered in the database are 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 a holder is generally for an unlimited period. The registration of a domain name ends with deletion or transfer.

## **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 domain name register, 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. The holder will report any changes to the registrar without undue delay. For SWITCH, only the respective data registered in the domain name register are authoritative. SWITCH is not obliged to take note of data communicated other than via the registrar 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 are undeliverable, SWITCH is entitled to revoke this domain name.

## **2.6 Holder's correspondence address and identity**

Upon request by a Swiss authority acting within the ambit of its competence, the registry will ask any holder of a ".ch" domain name who does not have a valid Swiss correspondence address to designate such an address within 30 days and provide details of this identity. The registry will revoke the domain name if the holder does not comply with the request in a timely manner and give notice of the revocation to the requesting Swiss authority.

## **2.7 Notifications from SWITCH**

Notifications from SWITCH to the holder are deemed to have been given if they are sent to the most recently indicated email address of the holder. The holder is obliged to act on any notifications from SWITCH in due time.

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

### **3.1 Registration of domain names**

#### **3.1.1 Registration requirements**

A valid request for registration must be validly filed by the registrar through the interfaces stipulated for this purpose and must contain the information, elements and documents required for registration, including in particular an indication of the desired domain name, the current, complete and correct details of the holder, including in particular name, postal address and email address, along with current, complete and correct information in order to examine whether the general and special prerequisites for the allocation of the domain name applied for have been met. If a technical contact or name servers are indicated at the time of registration, these must be up-to-date, complete and accurate.

## 3.1.2 Grounds for refusal

SWITCH will refuse registration of a domain name in particular 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 registration requirements according to para. 3.1.1.

SWITCH may refuse registration if:

- a) the designation infringes the public order, moral standards, or applicable law;
- b) technical reasons require it;
- c) 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;
- d) 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;
- e) 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.

## 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 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.

To protect a domain name with DNSSEC, SWITCH must be provided 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**

As a rule, the administration of domain names is performed on the basis of corresponding requests to SWITCH from the registrars. SWITCH may grant registrars the opportunity to carry out particular administrative acts directly.

### **3.2.2 Transfer of domain names in particular**

Domain names can be transferred to a new holder provided that the current holder applies to the administering registrar requesting a transfer to a new holder.

A domain name may be transferred to a new holder if the new holder or the previous holder submits to the registrar a decision of a court or court of arbitration enforceable in Switzerland, an enforceable decision of an administrative or criminal prosecution authority or of a specialist appointed by the dispute resolution service for “.ch” or “.li” domain names or a judicial or out-of-court settlement concluded by both parties. Certification concerning the enforceability of the decision must be submitted.

### **3.2.3 Administrative and technical blocking**

#### a) Blocking as a temporary measure

As a temporary measure SWITCH is entitled to block a domain name administratively, as a result of which its transfer to a third party or any change to technical or administrative parameters is prohibited, even where SWITCH is not a party to the corresponding proceedings, if:

- i) SWITCH is instructed to do so by a specialist appointed by the dispute resolution service, a decision of a court or court of arbitration enforceable in Switzerland; or
- ii) a Swiss criminal prosecution or administrative authority, acting within the ambit of its competence, makes a corresponding binding and enforceable order; or
- iii) a third party is proved to have filed an application for conciliation or 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 holder for deletion or transfer of the domain name.

In addition to or instead of the administrative 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, replaced by a new name server or no longer reinstated following its deletion (technical blocking). Other measures ordered by courts, courts of arbitration or authorities are reserved.

#### b) Blocking and redirecting of data traffic on suspicion of abuse

If there is a justified suspicion that the domain name is being used to obtain sensitive data by wrongful means (phishing) or to disseminate harmful software (malware):

- i) the domain name may be technically blocked for the period of time prescribed by law (deletion of name-server allocation to the domain name) and administratively blocked;
- ii) the data traffic directed at a domain name may be redirected through an analytical tool or to an information page (landing page), where a block has been imposed under letter i). The information is processed exclusively in order to identify and inform the persons affected by the misuse and to analyse

operating arrangements in order to develop techniques enabling misuse to be identified, combated, limited or prosecuted.

SWITCH will inform the holder of the domain name concerned promptly by electronic means concerning the block imposed on the domain name and the redirection of data traffic, unless this is not possible having regard to the need to protect overriding public or private interests.

### **3.3 Deletion of domain names**

#### **3.3.1 Deletion by relinquishment**

The holder may relinquish her or his domain name at any time by submitting a request to that effect via the administering registrar.

As a result of relinquishment, the domain name becomes available for re-registration after a transition period in accordance with para. 3.3.3.

#### **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 or administrative 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, even where SWITCH is not 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.

In addition, SWITCH can revoke the registration of domain names in the circumstances provided for under applicable laws, regulations and their implementing provisions, in the event of a breach of these GTC by the holder or if the fees to SWITCH are not paid in accordance with the contract.

As a result of revocation, the domain name becomes available for re-registration after a transition period in accordance with para. 3.3.3.

#### **3.3.3 Transition period**

After the deletion of a domain name, the name is subject to a transition period of 40 days during which registration of this domain name by a third party is not possible.

During the transition period, the registrar may re-register the domain name for the previous holder upon application, provided that the prerequisites for allocation are met.

## **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**

In the event of any dispute concerning entitlement to a domain name or on the legitimacy of its use, a dispute resolution service is available, 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**

### **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. It collects their information, including in particular name or company name, postal address, email address and telephone number. These data are transmitted to SWITCH by the relevant administering registrar in relation to the registration and administration of the domain name concerned. SWITCH may also process personal data for other purposes or pass them on to third parties, if the contact person concerned has given her or his express permission for this, or if such permission is implied.

The registrar 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 Disclosure of personal data**

Personal data contained in the domain name register are in principle not publicly accessible. The registry must allow any third parties that can credibly establish an overriding legitimate interest to access the personal data contained in the domain name register concerning the contact persons for the domain name concerned. Access is granted based on an assessment of the individual circumstances.

SWITCH may collaborate with any third party which provides assistance in identifying and evaluating threats, abuses and dangers that affect or might affect the management of the domain for which it is responsible, the infrastructure dedicated to this management or the DNS. It may disclose personal data to such third parties. Disclosure may also occur as part of the retrieval procedure.

In acknowledging these GTC, the holder further consents to the disclosure of personal data concerning contact persons by SWITCH to domestic or foreign authorities within the ambit of civil, administrative or criminal procedures.

### **5.3 Removal of personal data**

With the deletion 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 technical contact, the personal data of the contact persons concerned are removed from the RDDS database (WHOIS), provided that they are not entered in the RDDS database (WHOIS) 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 domain name register and in its activity journal for at least 10 years from deletion of the domain name.

## 5.4 Rights of the contact persons

Each contact person has the right to access and correct data relating to her or him in the domain name register and in the RDDS database (WHOIS). Corrections may be requested by the holder via the registrar responsible.

## 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 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 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, pandemics, 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, SWITCH 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 Validity of these GTC**

These GTC will become effective on 1 January 2021 until further notice.

## Annex 1

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

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

<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>-</b>
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.

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