

# TERMS AND CONDITIONS FOR REGISTRATION OF CO.AO AND IT.AO DOMAIN NAMES

V1.1

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## GLOSSARY

Throughout these Terms and Conditions for registration of it.ao and co.ao domain names ("Terms and Conditions"), the following capitalised terms and expressions shall have the meaning ascribed thereto below, unless the context requires otherwise:

**Dispute Policy** means the Dispute Resolution Policy for Domain Names published at [https://www.reg.it.ao/contracts/Dispute\\_Resolution\\_Policy\\_EN.pdf](https://www.reg.it.ao/contracts/Dispute_Resolution_Policy_EN.pdf)

**Domain Name** means an it.ao or co.ao domain name that has either already been registered or regarding which a request or application for registration has been filed with the Registry.

**Domain Name Transfer** is the action of moving from a Registrar Office to another Registrar Office.

**New Registrant** means a natural person, company or organisation to whom an already registered Domain Name was or is going to be, subject to compliance with the Rules, assigned.

**Registrant** means a natural person, company or organisation who is holder of an already registered Domain Name or who has filed a request or application for the registration of a Domain Name.

**Registrar Office** means any entity providing Domain Name registration services to Registrants under an agreement entered into with or an authorisation granted by the competent Registry.

**Registry** means any entity having been designated by the Minister in charge of the electronic communications to register and manage it.ao and co.ao Domain Names.

**Rules** means the Terms and Conditions, the Dispute Policy and in general all documents and procedures adopted by the Registry and published at <http://www.nic.ao> containing administrative and technical rules applicable to the registration of Domain Names and laying down the rights and obligations of the Registry and the Registrant with respect to any application or request for registration of a Domain Name, the registration itself and any and all issues in relation to such Domain Name, such as renewals or modifications thereto.

**Term** means the renewable period of validity of a registered Domain Name.

**Whois database** means the service used to search databases of registries to obtain information on a domain name or an IP address.

## **1. SCOPE OF APPLICATION**

- 1.1. By requesting the registration of a Domain Name, the Registrant is deemed to have read and be aware of the Rules and to have accepted them without reservation.

## **2. REGISTRATION PRINCIPLE**

- 2.1. Unless otherwise provided for in the Rules, the Registry shall register Domain Names chronologically: i.e. the registration of a Domain Name will be granted to the first Registrant satisfying all requirements for its registration, in accordance with the Rules. In case the first Registrant does not satisfy all requirements and is, as a consequence, unable to register the Domain Name, the application or request for registration will be rejected and the Domain Name will remain available for registration by the general public.
- 2.2. In this respect, the date and time of effective receipt by the Registry's systems of a complete electronic request or application for Domain Name registration, made in accordance with the Rules, shall be the sole reference point.
- 2.3. For purposes of the Rules, the relevant time is Luanda's official time.
- 2.4. The Registry will only receive application requests from accredited Registrar Offices using EPP requests. EPP requests are unique and will be processed in their chronological order of receipt.
- 2.5. In case there are no reasons for rejection of an application or request for registration, the Domain Name will be registered within a maximum of 7 (seven) days as of receipt of the respective elements from the Registrar Office. Within this period, the Registry will have the discretionary right to reject the registration of any Domain Name, in which case any amounts previously paid to the Registry will be refunded to the Registrar Office.

## **3. PRINCIPLE OF THE REGISTRAR OFFICE AS INTERMEDIARY**

- 3.1. For technical reasons, and except for paragraph 5.4, no administrative acts relating to a Domain Name can be requested directly by the Registrant to the Registry.
- 3.2. Requests for administrative acts must be processed by a Registrar Office acting as the interface between the Registrant and the Registry.
- 3.3. Registrants wishing to register or make any modification to a Domain Name must choose a Registrar Office from the list of Registrar Offices maintained by the Registry and available at <http://www.nic.ao>.
- 3.4. The Registrar Office sends to the Registry the elements required for processing the request in question according to the Rules.
- 3.5. The Registry cannot be held responsible for the relationships, regardless of their nature, between Registrar Offices and their customers (Registrants), their technical skills or any of their actions/omissions.

## **4. REGISTRABLE NAMES**

- 4.1. Only the names that meet the following cumulative conditions can be registered as a Domain Name:
  - 4.1.1. Names that are available; a name is available when:
    - 4.1.1.1. it is not already registered as a Domain Name;

- 4.1.1.2. it is not reserved or prohibited in accordance with the Rules, unless otherwise provided for herein;
- 4.1.2. Names that meet the following technical requirements:
  - 4.1.2.1. Domain names (which are case insensitive) may only contain alpha numerical ASCII characters, digits and a hyphen [a-z,A-Z,0-9,-]. Domain names may not contain accentuated characters nor start or finish with a hyphen.
  - 4.1.2.2. Domain names may not be more than 63 characters long.
- 4.1.3. Names that comply with the following non-exhaustive rules:
  - 4.1.3.1. The respective terms do not violate legislation in force and notably do not infringe third-party rights, including but not limited to rules prohibiting discrimination on the basis of race, language, sex, religion or political views, competition rules and proper business conduct.
  - 4.1.3.2. A name identical or confusingly similar to a name protected by national or international intellectual property rights can only be chosen as Domain Name, if the Registrant has a right or legitimate interest in respect of said Domain Name and acts in good faith.
  - 4.1.3.3. A name identical to a surname can only be chosen as Domain Name, if the Registrant has a right or legitimate interest in respect of said name and acts in good faith.
  - 4.1.3.4. The respective terms do not contravene public decency or order, and in particular do not include any word likely to be detrimental to the physical, mental or moral development of minors.
  - 4.1.3.5. The respective terms do not damage the name, image or reputation of the Angolan Republic or of its national institutions, national public services, regional or local authorities or groups of regional or local authorities.
  - 4.1.3.6. The respective terms do not have as aim or effect to create likelihood of confusion with the Angolan Republic or its national institutions, national public services, regional or local authorities or groups of regional or local authorities its national institutions.

## **5. PROHIBITED TERMS**

- 5.1. Prohibited terms cannot by their own nature be Domain Names.
- 5.2. Prohibited terms include notably abusive terms; racist terms; coarse terms and terms related to crimes or offences.
- 5.3. Terms may be considered prohibited following a decision from the Registry, an application for registration of a Domain Name, a complaint by third parties or instructions received from the Angolan Government, through the competent Minister.
- 5.4. Any refusal or revocation of the registration of a Domain Name due to the inclusion of prohibited terms can be contested by sending a motivated presentation to the competent body of the Registry within 15 (fifteen) days as of the communication of the refusal or revocation. In case the Registry does not answer within a maximum of 45 (forty five) days following the receipt of the presentation, the request for review of the Registry's initial decision will be deemed to have been rejected.

## **6. RESERVED TERMS**

- 6.1. Certain terms are, due to their nature, reserved for certain entities. In case a Domain Name including said terms is registered in favour of a Registrant that does not meet the applicable eligibility requirements, as set forth in this article, any entity

meeting the applicable eligibility requirements may apply for a forced change of Registrant pursuant to article 20.

- 6.2.** Reserved terms include terms such as:
  - 6.2.1.** Technical Internet terms, such as internet protocols or names of gTLD, which registration is reserved for the Registry;
  - 6.2.2.** The name of Angolan or its national institutions, national public services, by itself or combined with words making reference to said institutions or services, which registration is reserved for said institutions or services.
  - 6.2.3.** Without authorisation of the Parliament, the name of regional or local authorities or of groups of regional or local authorities by itself or combined with words making reference to said authorities or groups, which registration is reserved for said authorities or groups.
  - 6.2.4.** The name of an elected public officer, combined with words making reference to the function for which he/she was elected, which registration is reserved for said person.
  - 6.2.5.** Other terms related to the mechanism of the State, which registration is reserved for the corresponding organ or entity;
  - 6.2.6.** The names of recognised terms of international organisations, which registration is reserved for the corresponding organ or entity;
  - 6.2.7.** The names of Angolan provinces, regions, counties or municipalities, which registration is reserved for the corresponding province, region, county or municipality.
- 6.3.** The Registry may, at all time, decide to reserve for itself domain names deemed of interest for the functioning of the Angolan internet, provided these are not already registered.

## **7. VIOLATION OF RULES APPLICABLE TO DOMAIN NAMES**

- 7.1.** If the Registrant does not comply with the conditions referred to in the Rules and notably in articles 4 to 6 hereof, the Registry is entitled to reject a request for registration.
- 7.2.** If the Registrant is able to register a Domain Name without meeting the conditions referred to in the Rules and notably in articles 4 to 6 hereof, the Registry is entitled, at any time, after occasional verifications further to article 12 or following the initiative of third parties, to revoke the Domain Name concerned in accordance with the Rules.

## **8. DATA REGARDING THE REGISTRANT**

- 8.1.** A request for registration of a Domain Name will only be considered complete when the Registrant, through a Registrar Office, provides the Registry with at least the following information:
  - 8.2.** Regarding the Registrant:
    - 8.2.1.** Full name of the Registrant.
    - 8.2.2.** Address corresponding to, depending on the case:
      - 8.2.2.1.** the registered office, central administration or principal place of business of the company of the Registrant; or
      - 8.2.2.2.** the organisation of the Registrant; or
      - 8.2.2.3.** the Registrant's residence.
    - 8.2.3.** E-mail address of the Registrant.

- 8.2.4. The telephone number where the Registrant can be contacted.
- 8.2.5. The Domain Name applied for.
- 8.3. The information to be supplied under paragraph 8.2 above must be that of the Registrant and must not be that of a Registrar Office, proxy or representative of a person or entity that does not meet the applicable eligibility requirements.
- 8.4. In addition to the above, when submitting a registration application, the Registrant must designate its technical contact(s), which will be responsible for the DNS servers and will be notified of any issues of technical nature related with the registration process or the maintenance of the domain (this/these contact(s) should have the authority and technical knowledge to perform said tasks), specifying for each of them an address, an e-mail address and a telephone number;
- 8.4.1. The Registrant may furthermore specify administrative contact(s), i.e. the Registrant's legal representative(s) for purposes of the Registry, which will be responsible for ensuring the correct development of the registration process and will in general be notified of any issues of an administrative/contractual nature that arise during the registration process or thereafter, indicating for each of them an address, an e-mail address and a telephone number. The administrative contact(s) will have notably the power to carry out Domain Name Transfers and assign the Domain Name to a new Registrant (pursuant to article 19), its contacts and the administrative details of the Registrant or of its contacts. If no administrative contact is provided, the Registrant will be considered the administrative contact.
- 8.5. The Registrant is under the obligation to keep, through a Registrar Office, the information referred to in the previous paragraphs complete and accurate at all times throughout the Term.
- 8.6. The Registry is entitled to reject a request for Domain Name registration or to block or revoke a Domain Name for which the information provided by the Registrant is incomplete or inaccurate, notably if the e-mail addresses provided by the Registrant are not functioning for more than 15 (fifteen) days.

## **9. ELIMINATION OF DOMAINS**

- 9.1. The elimination of second level domains will be decided by the Registry.
- 9.2. Except in case there are no remaining active domain names under that particular second level domain, the elimination of a co.ao or it.ao second level domain is subject to a notice period of 6 (six) months inviting the affected Registrants to change their domain name.

## **10. .CO.AO SECOND LEVEL DOMAIN**

- 10.1. The .co.ao extension is designed for Domain Names related to commercial purposes and for entities:
  - 10.1.1. Having their registered office, central administration, principal place of business or other kind of representation within Angola;
  - 10.1.2. Otherwise having a legitimate interest in owning a .co.ao domain name.

## **11. .IT.AO SECOND LEVEL DOMAIN**

- 11.1. The .it.ao extension is designed for international organisations.

## **12. OCCASIONAL VERIFICATIONS**

- 12.1.** Without prejudice of express provisions to the contrary elsewhere in Rules, the Registry is not obligated to conduct any verifications prior to the registration of Domain Names but remains the guardian of the way the Rules are applied.
- 12.2.** In addition to any verifications that may be carried out upon registration of a Domain Name, the Registry may, at its discretion or at the request of any third party, check, at any time (save for the restrictions set forth in the Rules), compliance with the terms of the Rules.
- 12.3.** Should it decide to conduct any verification pursuant to this article, the Registry may ask the Registrant, through the Registrar Office, to provide it, within a maximum of 15 (fifteen) days, with additional information or documents for purposes of confirming compliance with the Rules. The information thus provided to the Registry may be communicated to third parties in case of contestation.
- 12.4.** If the verification proves adherence to the provisions of the Rules, the Registrant cannot be subjected to a new verification for a period of 12 (twelve) months unless this is required by an enforceable decision rendered by a court or an administrative panel pursuant to article 30 or the Dispute Policy.
- 12.5.** Any verification that identifies a violation of the provisions of the Rules will result in the blocking and/or revocation of the Domain Name, as applicable in accordance with the Rules.
- 12.6.** In this case, the verification may be extended to all Domain Names held by the same Registrant. The Registrant, the administrative contact(s) and the Registrar Office(s) will be notified of the process.

## **13. FEES AND PAYMENT**

- 13.1.** Unless otherwise specified in the Rules, there will be no refund regarding applications that result in the rejection of an application or request for registration due to the Registrant's failure to comply with the Rules.
- 13.2.** Payment of any fees due, for which the Registrant is solely liable, must be made via a Registrar Office. The Registry is not responsible for any failure on the part of the Registrar Office in this respect, including where such failure results in rejection of an application or request for registration or revocation of the Domain Name concerned.
- 13.3.** The Registry shall only be obliged to accept an application or request for registration or renewal in case said application or request fully complies with the Rules and once it has been unconditionally paid in full for such service through a Registrar Office.
- 13.4.** The Registrar Offices are free to set their own pricing.

## **14. OBLIGATIONS OF THE REGISTRANT**

- 14.1.** Throughout the Term, the Registrant has to comply fully with the Rules, having in particular the following obligations:
  - 14.1.1.** To keep its contact information accurate, complete and up to date, both with the Registrar Office with whom the Registrant has entered into an agreement and with the Registry (via the Registrar Office).



- 14.1.2.** To choose and use the Domain Name and/or the Domain in such a way that it does not violate any third party rights, applicable laws or regulations, including but not limited to the non-exhaustive list set forth in paragraph 4.1.3.
- 14.1.3.** Not to use the Domain Name and/or the Domain in bad faith or for any unlawful purpose.
- 14.1.4.** To assume all responsibility for the chosen name, its use, the corresponding site's contents and for any violation of the Rules in connection with its Domain Name, holding the Registry completely harmless and indemnifying the Registry of all and any damages that may arise for it from the registration and use of the Domain Name.
- 14.1.5.** To indicate and maintain the necessary servers, should that be the case, fully operational.
- 14.1.6.** To pay the amounts due in connection with the registration of the Domain Name and other operations related therewith.
- 14.1.7.** To comply with all proceedings, requirements and regulations set forth by the Registry for the practice of any acts regarding the registered Domain Name.
- 14.1.8.** To present documents and update data without delay whenever necessary or so required by the Registry.
- 14.2.** In the event the Registrant licenses the use of the Domain Name to a third party, the Registrant shall nonetheless continue to be considered the holder of the Domain Name and shall be responsible for providing (i) its own full contact information, (ii) full contact information for its licensee, and (iii) updating accurate technical, administrative, and other contact information adequate to facilitate timely resolution of any problems that may arise in connection with the Domain Name.

## **15. DECLARATIONS AND WARRANTIES OF THE REGISTRANT**

- 15.1.** The Registrant declares and warrants that:
  - 15.1.1.** It has the required capacity to accept these Rules.
  - 15.1.2.** It meets, where applicable, the eligibility requirements set forth in the Rules for the intended domain and it shall immediately inform the Registry, via its Registrar Office, if and when it ceases to meet such conditions.
  - 15.1.3.** It is fully aware that the choice of a Domain Name is the Registrant's sole obligation and responsibility and that the Registrant bears sole responsibility for checking the compliance of the requested Domain Name with the Rules and applicable legislation including the non-exhaustive list set forth in paragraph 4.1.3.
  - 15.1.4.** All information provided to the Registry during the Domain Name registration process is true, complete and accurate. Moreover, the Registrant represents and warrants that any e-mail address communicated to the Registry shall be a functioning e-mail address and accepts that the Registry will always use first the e-mail address to communicate with the Registrant and its contacts, resorting only to other means of communication in case the e-mail is not functioning.
  - 15.1.5.** The request for registration is made in good faith, for a lawful purpose and, to the knowledge of the Registrant, does not infringe the rights of any third party.
  - 15.1.6.** The Domain Name is not contrary to public policy or morality (e.g. is not obscene or offensive) and is not unlawful.
  - 15.1.7.** It shall, throughout the Term, abide by any and all applicable Rules.
  - 15.1.8.** It is aware that the data provided for purposes of registration may be communicated to third parties pursuant to the Rules and gives its consent for such purposes.

## **16. RIGHTS GRANTED**

- 16.1.** Upon registration, the Registrant obtains a limited, transferable, renewable, exclusive right to use the Domain Name for the Term, unless otherwise provided for in the Rules. No other rights can be claimed by the Registrant except for those mentioned in this provision.

## **17. TERM AND RENEWAL**

- 17.1.** The Term of any registration shall commence on the date of registration. The Domain Name may last from 1 (one) to 10 (ten) consecutive years at the Registrant's option and will expire, in the relevant year, at the end of the same day on which the Domain Name was registered. In case the Domain Name was registered on 29 February and expires in a non bissextile year, it will expire, in the relevant year, at the end of 28 February.
- 17.2.** Unless renewed or reactivated in accordance with the Rules, the Domain Name will expire at the end of the Term.
- 17.3.** The Registry is under no obligation to inform the Registrant in advance when the Term is about to expire.
- 17.4.** The Registrant shall be entitled to terminate these Terms and Conditions in accordance with its agreement with its Registrar Office.

## **18. DOMAIN NAME TRANSFER**

- 18.1.** Provided there is more than one Registrar Office, and without prejudice of the contents of the contract between the Registrant and the Registrar Office, the Registrant may change Registrar Offices by choosing the appropriate option in the domain name administration interface of its Registrar Office.
- 18.2.** Following the procedure referred to in the preceding paragraph, the Registry will send to the Registrant the authentication code necessary for the Domain Name Transfer. In order for the Domain Name Transfer to be effected, the Registrant will have to send the authentication code to the New Registrar Office which will then have to send it to the Registry. Once the Registry receives the authentication code from the New Registrar Office, the Registry will grant the New Registrar Office the ability to manage the domain at stake.

## **19. ASSIGNMENT OF THE DOMAIN NAME TO A NEW REGISTRANT**

- 19.1.** Unless otherwise provided for in the Rules, the Registrant in non-expired Domain Names that are not the object of pending proceedings pursuant to article 30 or to the Dispute Policy that have been notified to the Registry can assign its Domain Name to a new Registrant, without alteration of the Term, subject to payment of the corresponding fees and of any outstanding amounts in respect of the Domain Name at stake and express adherence by the New Registrant to the terms of the Rules.
- 19.2.** Without prejudice to the following paragraph, the assignment will only be valid if the Registrar Office provides proof of the acceptance of the assignment by both the former Registrant and the New Registrant as follows: upon the former Registrant informing the Registry, through its Registrar Office, that it wants to assign the Domain Name to a New Registrant by choosing and validating the appropriate option in its

management interface, the Registry will send emails to both the former and the New Registrant asking them to validate the assignment. If both parties validate it, the Domain Name will be assigned to the New Registrant. Alternatively, upon the Registrant's request, through its Registrar Office, for these purposes, the Registry will provide a form for the assignment of the Domain Name that will have to be signed by both the former Registrant and the New Registrant and then returned, via the former Registrant's Registrar Office, to the Registry.

- 19.3.** In the event of transfer to the Registrant's heirs or successors in title or to purchasers or the like of the Registrant's goods, the New Registrant will have to evidence its right to the domain name, as a condition precedent to the respective registration in its name.

## **20. FORCED CHANGE OF REGISTRANT**

- 20.1.** The Registry will, without being required to give any prior notice to the former Registrant, force the change of Registrant of a Domain Name further to a request from an eligible entity for a Domain Name including reserved terms pursuant to article 6 or further to decisions rendered by a court or administrative panel pursuant to article 30 or to the Dispute Policy.
- 20.2.** The Registry cannot be held responsible for the consequences arising out of a forced transfer of Registrant in compliance with this article. The Registrant shall guarantee it against all recourse. The former Registrant will not be entitled to receive any indemnification or refund in connection with such forced change.
- 20.3.** The New Registrant, who must pay the costs of the forced change of Registrant and any outstanding fees in regard of the Domain Name in question, is responsible for any recovery of these costs from the former Registrant.
- 20.4.** The New Registrant must meet any applicable requirements of the Rules within a period of 30 (thirty) days following the notice to the Registry of the decision determining the change of Registrant of the Domain Name. On the expiry of this deadline, the Domain Name will be blocked for an additional period of 30 (thirty) days at the end of which, if the New Registrant has failed to comply with the terms of the Rules, the Domain Name will be revoked.

## **21. BLOCKING A DOMAIN NAME**

- 21.1.** The Registry may block Domain Names whenever it identifies a material breach of the letter or spirit of the Rules that can be cured or whenever there is a situation demanding a temporary halt on the full use of a Domain Name, in particular (this list is not exhaustive):
- 21.1.1.** Where the Registry is informed that any proceedings pursuant to article 30 or to the Dispute Policy are pending, until such proceedings are terminated and the relevant decision has been notified to the Registry;
- 21.1.2.** In the event of an enforceable decision rendered by a court or an administrative panel pursuant to article 30 or to the Dispute Policy ordering the blocking of the Domain Name;
- 21.1.3.** At the request of the Registrar Office, where applicable, without the Registry having to request any justification.
- 21.2.** The Registry will furthermore block Domain Names further to article 23.2.
- 21.3.** In the above cases, the Domain Name cannot be transferred (except further to an enforceable decision rendered by a court or an administrative panel pursuant to article 30 or the Dispute Policy) and the Registrant cannot change its contact

information with respect to the blocked Domain Name. In addition the Registrant cannot carry out Domain Name Transfers. Whenever the Registry blocks a Domain Name pursuant to this article, the Registry may discretionarily decide, taking into consideration the circumstances leading to the blocking, that the blocking will in addition entail the impossibility to use the Domain Name.

- 21.4.** This provision is not an obligation of result for Registry but simply a prerogative to act.
- 21.5.** Blocked domain names are identified accordingly in the Whois database.

## **22. REVOCATION OF A DOMAIN NAME**

- 22.1.** For technical reasons, a revocation cannot be reversed.
- 22.2.** Unless the terms in question are added to the lists of prohibited terms, and except when otherwise specified in the Rules, once a Domain Name has been revoked, it becomes automatically available for registration by the general public.
- 22.3.** A Domain Name can be revoked by the Registry upon 14 (fourteen) days prior notice to the Registrant and/or the Registrar Office, where applicable, on the following grounds:
  - 22.3.1.** At the request of the Registrar Office, where applicable, without the Registry having to request justification.
  - 22.3.2.** Following an enforceable decision rendered by a court or an administrative panel pursuant to article 30 or the Dispute Policy.
  - 22.3.3.** In case of violation of the Rules.
- 22.4.** A Domain Name can be revoked without notice in urgent situations subject to the approval of the Registry's competent body and also:
  - 22.4.1.** Further to paragraph 20.4;
  - 22.4.2.** If a situation under article 21 is not resolved after a blocking period of 30 (thirty) days;
  - 22.4.3.** Further to article 23.
  - 22.4.4.** The Registry is not forced to block a Domain Name prior to revoking it.

## **23. DOMAIN NAME EXPIRATION**

- 23.1.** At the end of the Term, the Domain Name will remain operational for 4 (four) weeks.
- 23.2.** 4 (four) weeks after the end of the Term, the Domain Name will be blocked. The Domain Name will however remain available for renewal for an additional 2 (two) week period.
- 23.3.** 6 (six) weeks following the expiration date, and except in case of renewal, the Domain Name will be revoked and made available for Registration for the general public.

## **24. PROCESSING OF PERSONAL DATA**

- 24.1.** By registering a Domain Name and accepting the Rules, the Registrant authorises the Registry to process personal and other data required to operate the .ao domain name system.
- 24.2.** The Registry must only use the data for operating the system (which will include registration of the Domain Name, assignment of a Domain Name to a New Registrant, forced changed of Registrants, Domain Name Transfer) and can only

transfer, communicate or disclose the data to third parties in the following cases, for which the Registrant gives its unambiguous consent by accepting the Rules:

- 24.2.1.** If ordered to do so by a competent public authority, carrying out its legitimate tasks or by a court or an administrative panel pursuant to article 30 or the Dispute Policy;
- 24.2.2.** As provided in article 12.3;
- 24.2.3.** As provided in article 26.
- 24.3.** The Registrant has the right to access its personal data and to arrange for it to be amended, where errors exist.

## **25. INFORMATION COLLECTED FOR INTERNAL USE**

- 25.1.** The following personal data will be collected solely for the internal use of the Registry (unless is it also meant to be published in the WHOIS database further to article 26):
  - 25.1.1.** full name of the Registrant;
  - 25.1.2.** technical contact(s) name;
  - 25.1.3.** postal address;
  - 25.1.4.** e-mail address;
  - 25.1.5.** telephone number;
  - 25.1.6.** fax number (optional).

## **26. DATA THAT MAY BE COMMUNICATED TO THIRD PARTIES**

- 26.1.** The following information on the Domain Name and the Registrant provided by the latter will be published in the WHOIS data base and accessible to third parties in accordance with the rules set out below.
- 26.2.** The Registry generally publishes the following information in the WHOIS database:
  - 26.2.1.** name, address, telephone and fax number of the Registrant;
  - 26.2.2.** name, address, telephone and fax number of the administrative and technical contacts;
  - 26.2.3.** e-mail address of the Registrant and of the administrative and technical contacts;
  - 26.2.4.** technical data (such as status of the Domain Name or the name servers).
  - 26.2.5.** Natural persons who apply for a Domain Name have the possibility to create and use a specific functional e-mail address for publication in the WHOIS as an alternative to the use of their personal e-mail address. Registrar Offices will expressly inform Registrants in this regard.
  - 26.2.6.** All other information collected will be for internal use only and kept confidential and will not be disclosed to third parties unless in accordance with this article.
- 26.3.** Third parties may have legitimate reasons to request the disclosure of personal data of natural persons not published in the WHOIS, but processed by the Registry for its internal use.
- 26.4.** The third party must individually request the disclosure of these data by filing an application form made available on the Website of the Registry and:
  - 26.4.1.** state and substantiate the legitimate reasons for the request;
  - 26.4.2.** read and agree to a disclaimer which requires the third party not to use the information made available for other purposes than those justified by the abovementioned legitimate reasons;
  - 26.4.3.** disclose its full name and address (including e-mail address, telephone and fax number and the company number if the third party is a legal person).

**26.5.** The third party asking for access to the data will not be granted access to the requested data unless it fulfils all requirements or unless the Registry is ordered by an Angolan judicial authority to grant such access.

## **27. LIMITATION OF LIABILITY**

**27.1.** The Registry shall not be liable for any loss, including direct or indirect loss, consequential loss and loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the registration or use of a Domain Name or to the use of its software or of the Website of the Registry, including unauthorised use by third parties and even if it has been advised of the possibility of such loss, including but not limited to:

**27.1.1.** registration or renewal (or failure to register or renew) in favour of a Registrant or of a third party due to an error concerning their identity;

**27.1.2.** termination of the Registry's authority to register any domain names;

**27.1.3.** rights that third parties might claim regarding or in connection with a Domain Name;

**27.1.4.** technical problems or faults;

**27.1.5.** acts or omissions of a Registrar Office regarding the application or request for registration or renewal that may result in rejection of the application or request or revocation of such Domain Name; except in cases where the Registry's gross negligence or wilful misconduct is proved.

**27.1.6.** In any case, the Registry's liability for damages shall be limited to the amount of the registration fee that applies at the time the dispute is raised with the Registry. The Registrant agrees that no greater or other damages may be claimed from the Registry.

**27.2.** The Registrant shall be liable for any costs, expenses or damages incurred by the Registry for any breach of the Rules by the Registrant. Furthermore, the Registrant shall release, indemnify and hold the Registry completely harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages it may suffer through third parties taking action against it on the grounds that the application for the registration or the use of the Domain Name by the Registrant infringe the rights of said third parties, including attorney's fees.

**27.3.** For the purposes of this article, the term "Registry" shall also refer to its members, subcontractors and their respective directors and employees.

## **28. AMENDMENTS**

**28.1.** If the Registry decides to change any part of the Rules, it will make the new terms available to the public by posting them on the Website of the Registry at least 30 (thirty) days before the new terms take effect (and upon their taking effect on the announced date, said new terms shall become part of the Rules). Each registration, transfer, assignment, force change or renewal will be handled according to the Rules in effect on the date the respective application or request.

**28.2.** By way of exception to the provision set out in paragraph 28.1 hereof, the Registry may dispense with the aforementioned minimum period of 30 (thirty) days. Such modifications will take effect at the time they are announced on the Website of the Registry. The Registry may only resort to this specific procedure provided the immediate entry into force of the relevant modifications is justified within the

relevant national or international technical context and provided they are intended to prevent Domain Name registrations of a speculative or abusive nature.

**28.3.** The Registry will not at any time, including where an earlier application for a registration has previously been rejected, personally inform Registrants or their Registrar Offices that the Rules are to be or have been modified, even if the previously rejected Domain Name would be allowed under the modified Rules.

**28.4.** The Registrant shall also agree to be bound by the DNS Angola GENERAL TERMS AND CONDITIONS OF DOMAIN NAME REGISTRATION, which is incorporated herein

## **29. APPLICABLE LAW**

The Rules and any dealings between the Registry and the Registrant hereunder are subject to Angolan law.

## **30. DISPUTE RESOLUTION**

**30.1.** The Registrant agrees to be bound by the Dispute Policy that is incorporated herein by reference and made a part hereof and that any dispute arising out of or in connection with the use of the Domain Name shall be subject to the provisions specified in the Dispute Policy. The version of the Dispute Policy currently in effect can be found at this URL:

[https://www.reg.it.ao/contracts/Dispute\\_Resolution\\_Policy\\_EN.pdf](https://www.reg.it.ao/contracts/Dispute_Resolution_Policy_EN.pdf)

**30.2.** The Registry cannot be held responsible for the activities of any administrative panel in any administrative proceeding to which the Registrant is a party pursuant to the Dispute Policy nor for the decisions such panel pronounces.

**30.3.** The Registry shall not be involved in any of the proceedings instigated in respect of disputes relating to the registration of Domain Names between a Registrant and a third party; such proceedings will not apply under any circumstances to disputes relating to the Registry's liability or that of the Registrar Offices.

**30.4.** The Registry undertakes to implement within the specified deadlines, with regard to its own responsibilities, the decisions taken by an administrative panel in any administrative proceeding to which the Registrant is a party pursuant to the Dispute Policy.

**30.5.** For the adjudication of disputes concerning or arising out of the registration and use of the Domain Name, including any challenges to a decision under the Dispute Policy, the registrant shall submit to the jurisdiction of the courts of Angola.

**30.6.** As an exception to the rules set forth in article 28, the application of the Dispute Policy applies to all Domain Names already registered.