.pt Terms and Conditions (Registration Rules)

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CHAPTER I – CONDITIONS FOR REGISTRATION OF .PT DOMAINS

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GENERAL CONDITIONS

Article 1

How to Register

Registration of a domain name can be done through:

a) One of the registrars accredited by .PT;

b) Directly at www.dns.pt.

Article 2

Registration and Validity

1. A domain name shall be validly registered after cumulative verification of the following conditions:

   a) Registration in accordance with the technical, administrative and legal conditions herein contained;

   b) Payment of the registration fee as provided for in article 18.

2. Registration of a domain name shall be valid for the period corresponding to its payment, operated in accordance with and for the purposes set out in article 17, save if removed under the conditions set out in these Rules.

3. Should no technical information be provided, a domain name shall not be delegated to the .pt zone and shall remain in the Reserved status; for all other cases, a domain name shall take on the Registered status.

Article 3

Delegation conditions

1. A domain name shall be delegated to the .pt zone whenever technically associated with at least two name servers, correctly installed and configured, that respond in an authoritative way to a domain name, which should be preferably located in different spaces, not sharing the same local network.

2. For the delegation of a domain name to be kept in the .pt zone, permanent Internet access should be guaranteed to the designated name servers so they can be consulted at any time and continue to respond authoritatively to said domain name.

3. The servers referred to in the preceding paragraphs must be configured according to the rules of parametrization and use established in the RFC and other applicable technical documents.

Article 4

Contact information and notifications

1. Any question regarding the registration process or management of domain names shall be addressed through the channels and to the contacts provided at www.dns.pt.

2. .PT shall use email as the preferred means of contact with those responsible for a domain name, only using other means when these are not available.

3. Notifications sent to the addresses and contact numbers indicated by a domain name's managing body shall always be considered valid and as having been delivered.

4. Submission of documentation to .PT, namely that referred to in article 8(2), shall be done using the means indicated in this paragraph or, in the absence of such reference, those indicated in paragraph 1 of this article.

Article 5

Conditions for the composition of domain names

1. A domain name must have between 2 and 63 characters belonging to the following group: 0123456789abcdefghijklmnopqrstuvwxyz.

2. Whenever a domain name includes special characters from the Portuguese alphabet, it can take on the nature of a IDN.

3. The use of a [-] (hyphen) character is accepted only as a word separator, and it cannot be used at the beginning or at the end of a domain name.

4. A domain name that starts with 'xn' shall not contain two [--] consecutive hyphens, in the third and fourth positions.

Article 6

Admissibility of a domain name

1. Registration of a domain name is not admissible when it:

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a) Corresponds to an already registered name with the same hierarchy;

b) Corresponds manifestly to words or expressions contrary to the law;

c) Corresponds to a protected designation of origin or geographical indication under the applicable law;

d) Corresponds to geographical names in accordance with and for the purposes provided for in article 7.

2. A domain name shall not correspond to the full reproduction of a trademark, name or designation of broad and widespread knowledge that constitutes an abusive appropriation of a right or interest of a legally protected third party, done in bad faith.

Article 7

Geographical names

1. A geographical name is considered any name, regardless of the language used, which coincides with:

    a) The name of a country;

    b) The name of a Portuguese city, civil parish, municipality or administrative region;

    c) The name of a foreign capital or city, due to its notoriety and relevance, is of common knowledge;

2. The direct registration of geographical names under .pt is only permitted as long as they are registered by the competent administrative authority.

Article 8

Compliance of a domain name

1. After registration of a domain name and within a maximum period of 10 days, .PT may take the steps it deems applicable to verify a domain name's compliance with the provisions of article 6, as well as to assess the accuracy of its owners' identification data.

2. .PT may request the managing body and the registrant to provide, within a maximum of 5 days, proof of compliance with the provisions of these Rules.

3. If, following verification pursuant to the above paragraphs, .PT concludes that a domain name is in breach of paragraph 1 of this article, it shall immediately remove it and shall notify

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the corresponding registrant and managing body, with a complete statement of the grounds for its removal decision.

4. In the cases referred to in article 6(2), .PT shall take all possible steps to identify and contact those involved in the registration of a domain name so that they can, should they wish to do so, activate the means at their disposal, namely those provided for in article 26(4)a), as well as those arising from the applicable law.

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Article 9

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A domain name registered under the .com.pt classifier shall comply with the terms and conditions provided for in Section I of the Rules, save for the provisions of article 6 d).

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SPECIFIC REGISTRATION CONDITIONS UNDER .GOV.PT

Article 10

Registration of a domain name under .gov.pt

The process of registering a domain names under .gov.pt is carried out at CEGER - Centro de Gestão da Rede Informática do Governo [Management of the Government's IT Network], in accordance with the regulations available at www.ceger.gov.pt and application of the provisions in these Rules.

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Apart from the possibilities of registering a domain name listed in the preceding articles, it is also possible to register domain names which obey conditions expressly described by law.

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Article 12

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1. A domain name, once registered, cannot be changed.
2. A domain name registered under the ENH Protocol, the "3em1" initiative or other similar one may be amended following a case-by-case and duly substantiated examination.

Article 13

Changes to data

Those responsible for a domain name have the right to access, update and rectify their data by making the desired changes online or by requesting it directly to .PT, through the contact information provided for in article 4.

Article 14

Transfer of ownership

1. Transfer of ownership of a domain name depends on an express request to .PT, accompanied by supporting elements to assess the request's legitimacy, in accordance with the provisions of these Rules and applicable law.
2. When the request's legitimacy is confirmed, the transfer of ownership of a domain name shall be executed by .PT, making this known to the previous and new registrants.
3. Transfer of ownership of a domain name is not allowed under the period referred to in article 17(3) or when a domain name has pending judicial or arbitration proceedings duly notified to .PT.
4. .PT shall unofficially transfer ownership of a domain name where there is a judicial or arbitration decision to that effect or an order by an entity with legal jurisdiction to do so.
5. With the change of ownership of a domain name, all terms and conditions applicable at the date of the transfer, namely application to the arbitration agreement or its validity date, shall be deemed unchanged and as such, automatically applicable to the new registrant.

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Article 15

Transfer of management

1. Transfer of management of a domain name is carried out exclusively online and started by the registrant or by the current managing body, through a unique transfer code.

2. Whenever a body loses its registrar status, namely for failure to comply with the obligations inherent to said status, management of the domain names shall be subsequently and unofficially transferred by .PT to the corresponding registrants.

3. The provisions of the preceding paragraph shall apply to cases where the managing body, being a legal person, is dissolved and ceases to operate, or in the case of death if a domain name is managed by a natural person.

Article 16

Technical changes

1. Changes of technical information associated with a domain name shall be operated online by the managing body.

2. For changes of technical information involving a change of servers, the managing body shall ensure the removal of the previous configurations on the previous servers indicated in order to ensure the correct use of a domain name.

3. When technical information associated with a domain name is changed, a domain name shall only remain delegated to the .pt zone if the technical requirements referred to in article 3 of these Rules are met.

CHAPTER III – RENEWALS AND PAYMENTS

Article 17

Renewal

1. The validity of a domain name registration may be extended by activating the online renewal mechanism.

2. .PT notifies the managing body at least 30 days in advance of a domain name's expiration date, warning of the need for renewal of a domain name.

3. .PT grants an additional period of 30 days to renew a domain name after expiration of its validity, during which time it will no longer be delegated in the .pt zone.

4. Should the renewal mechanism not be activated during the timeframe referred to in the preceding paragraph, the domain name shall be removed and shall become available for registration.

Article 18

Prices

1. Registration and renewal of a domain name requires payment of a fee according to the table published at www.dns.pt.

2. For the purposes of determining the fee to be paid, the date of registration or renewal of a domain name appearing in .PT.'s database shall be considered.

3. The fee applicable to the registration and renewal of domain names via registrar shall be determined according to its own rules agreed in a separate contractual instrument.

Article 19

Invoicing

1. .PT issues an invoice/receipt after payment of a domain name's registration or renewal for the selected period and makes it available to the managing body.

2. .PT may, at any time and without prior notice, revise domain name's registration and renewal fees.

3. Without prejudice to paragraph 1, the fee to be paid for a domain name shall be that in force on the date of its registration or renewal.

4. Registrars invoicing shall be done according to own rules agreed to in a separate contractual instrument.

5. Unless otherwise stated when registering a domain name, the managing body shall be deemed to adhere to the electronic invoicing system in accordance with the laws in force.

Article 20

Refund of amounts paid

Whenever a domain name is removed pursuant to article 8, .PT refunds the amount paid asking the managing body, where necessary, to provide them with the necessary data for that purpose.

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CHAPTER IV – REMOVALS

Article 21

Removal by the registrant

1. The registrant and the managing body may remove a domain name online or upon request to .PT, accompanied by supporting elements to assess the request's legitimacy.

2. Whenever the removal is requested by the managing body, .PT notifies the registrant, who may object to it within 8 days of said notification.

3. Removal of a domain name is not allowed when said domain name is subject to legal proceedings or arbitration pending and duly notified to .PT

4. Removal of a domain name shall not confer the right to reimbursement of any payment made or other type of compensation, save for the cases provided for in article 20.

Article 22

Removal by .PT

1. Without waiving the provisions of these Rules, namely article 8, a domain name shall be removed immediately when .PT is aware of one or more of the following circumstances:

a) Loss of the right to use a domain name, namely by virtue of a judicial or arbitration decision or order by an entity with legal jurisdiction to do so;

b) Dissolution and termination of the registrant's activity, when it refers to a legal person;

c) Insufficient, inaccurate or false identification or contact information provided;

d) The existence of a registered domain name associated with third party data, without their knowledge and consent for said purpose;

e) Non-activation of the domain name renewal mechanism referred to in article 17(1).

2. For the cases provided for in paragraphs b) and c), .PT notifies the registrant and the managing body stating the grounds for removal of a domain name, which will take effect within 8 days after sending the notification save if, during that timeframe, the corresponding removal reasons are remedied.

3. For the cases provided for in the remaining paragraphs after removal, the registrant and the managing body shall be informed thereof.

CHAPTER V – RIGHTS AND LIABILITIES

Article 23

Registrant's rights and liabilities

1. After the valid registration of a domain name, the registrant shall acquire an exclusive and renewable right of use over the registered name and may transfer or dispose of it, under the terms and conditions provided for under these Rules and applicable law.

2. When registering a name under .pt, the registrant must comply with the provisions of these Rules and applicable law, refraining from any unlawful use of a domain name and being solely liable for any damage caused directly or indirectly by its registration or misuse.

3. The registrant is solely liable for the possible creation, management and maintenance of its domain name's subdomains.

Article 24

Managing body's liability

1. The managing body undertakes to inform the registrant of the terms and conditions applicable to the registration, maintenance and removal of domain names, as well as the policies and procedures of .PT relevant to the purpose.

2. The managing body may be liable to .PT for all acts, omissions or diligence inherent to a domain name registration and maintenance process.

3. The managing body shall provide and keep updated the data provided when registering a domain name, which shall be accurate and complete, .PT not being in any way liable for contact difficulties arising from the lack of updating or inaccuracy of this data.

4. The managing body undertakes to provide the registrant's direct contact information.

5. The managing body is also liable for the technical administration of the DNS zone under a domain name and for the hosts' configuration in this same address.

6. Whenever the managing body is a registrar, the other liabilities and rights attached to that status shall be regulated by a separate contractual instrument.

Article 25

.PT's liability

1. .PT is responsible for promoting the proper administrative, legal and technical maintenance of a domain name space registered under ccTLD.pt.

2. .PT's contractual liability, namely the one resulting from processes of change, expiration and removal of domain names, is limited to cases where there is intent or serious fault.

3. .PT is responsible for communicating to the registrant, to the managing body and, where applicable, to the competent authority any identified domain name that represents a DNS Abuse.

4. Without prejudice to the provisions of the preceding paragraph, .PT is not, under any circumstances, liable for the use of a domain name, designated but not exclusively, for the contents associated with it, regardless of the format and means of transmission, nor for actions deemed DNS Abuse.

5. .PT may, in no case, be held liable for conflicts arising exclusively from the contractual relationship established between the registrant and the managing body.

CHAPTER VI - ARBITRATION

Article 26
Institutionalised voluntary arbitration

1. In case of conflict over domain names, registrants or management bodies acting on their behalf may undertake to resort to institutionalised voluntary arbitration under the Voluntary Arbitration Act.

2. Upon registration of a domain name, the arbitration agreement on the resolution of conflicts over domain names may be signed, designating, for this purpose, ARBITRARE - Centro de Arbitragem para a Propriedade Industrial, Nomes de Domínio e Firmas e Denominações.

3. The arbitration proceedings shall be governed by the rules set out in ARBITRARE's Arbitration Regulations for Procedural Costs and the legislation in force on the subject.

4. The arbitration referred to in the preceding paragraphs shall apply to situations of non-conformity regarding a domain name and may be sought by any interested party:
    a) Against a domain name owner object of the arbitration; or
    b) Against .PT, for the removal or acceptance of a domain name registration.

5. By these rules, .PT is bound to the jurisdiction of ARBITRARE – Centro de Arbitragem para a Propriedade Industrial, Nomes de Domínio e Firmas e Denominações regarding any dispute relating to domain names.

6. Upon request, the personal data of those responsible for a domain name may be communicated or transferred to ARBITRARE – Centro de Arbitragem para a Propriedade Industrial, Nomes de Domínio e Firmas e Denominações, to judicial authorities or to other entities to whom the law assigns powers for that purpose, as provided for in the .PT' Privacy Policy, published and available for consultation at www.dns.pt.

Article 27
Criteria for institutionalised voluntary arbitration

1. Should the arbitration proceedings be brought against the registration's registrant, whose domain name is subject to arbitration, the decision ruling the present dispute may consist of maintaining the initial situation or removing and/or transferring ownership of a domain name.

2. For the purposes of the preceding paragraph, the arbitrator shall review, assess and verify compliance with the Rules, namely with article 6.

Sole Paragraph: for the purposes of assessing bad faith, the following facts or circumstances may, inter alia, constitute evidence: a domain name has been registered or acquired with a view to its subsequent sale to the claimant; a domain name has been primarily registered in order to disrupt the applicant's professional activities; a domain name has been intentionally used to attract Internet users, in search of commercial gain, to the defendant's website; a domain name consists of one or more given names or the combination of the applicant's given name and surname.

3. In the case of proposed proceedings against Registration (Associação DNS.PT), the decision settling the present disputes may be constituted by the obligation of the latter to remove an unduly accepted domain name or to accept the registration of a domain name that has been unduly refused.

4. For the purposes of the preceding paragraph, the arbitrator shall review, assess and verify compliance with the legal provisions and regulations on the composition of domain names and their registration legitimacy.

Article 28

Precautionary procedure

1. Whenever the applicant of the arbitration proceedings shows a well-founded fear that someone else will cause a serious injury difficult to repair to their right, they may request the court to temporarily suspend a domain name in conflict in order to ensure the effectiveness of the threatened right.

2. The decision of the arbitration court granting the interim order shall be served to .PT, which shall execute it accordingly.

CHAPTER VII – PROCESSING OF PERSONAL DATA

Article 29

Processing of personal data

1. Personal data of those responsible for a domain name shall be processed for the purpose of management, registration and maintenance of the names registered under .pt.

2. The necessary personal data processed for the celebration of the contract which presides over the registration and maintenance of a .pt domain name is:
    a) Name;
    b) Address;
    c) Country;
    d) Email;
    e) Telephone number;
    f) Corporate Tax Identification Number, or other, provided it has equal legal purpose and value;
    g) NIB/IBAN.

3. Personal data of those responsible for a domain is collected directly by .PT, by a domain name's managing body or by entities subcontracted by the latter.

4. .PT assumes the status of data controller of personal data under the terms set out in the GDPR and Law No. 58/2019 of 8 August, since it is the entity that determines the purposes and means of processing of personal data collected in the process of registration, maintenance and removal of a .pt domain name.

5.   Those responsible for a domain name may request the exercise of the right to limitation and opposition to the processing, as well as the right to portability of their personal data, in the cases specified by law, and shall, for that effect, inform .PT in writing.

6.   Should those responsible for a domain consider the processing of their personal data violates the applicable data protection law, they may file a complaint with the Portuguese Data Protection Authority (www.cnpd.pt).

7.   Other information regarding the processing of personal data by. PT are listed in the Privacy Policy, published and available for consultation at www.dns.pt.

Article 30

Processing of data on WhoIs

1.   The WhoIs directory allows the identification of data associated with the registration and technical information of a domain name, contributing to the Internet's security, stability and resilience.

2.   The processing of personal data, in the scope of the directories referred to in the preceding paragraph, complies with the provisions of the legislation on the protection of personal data, as well as other applicable law.

4.   The processing of data on WhoIs follows WhoIs Policy procedures under the .pt top-level domain.

5.   A domain name and its registration and expiration dates, its technical status, the registrant and managing body's name, address and email are disclosed in the WhoIs directory.

6.   Not disregarding the preceding paragraph, only personal data for which competent consent has been obtained under applicable law shall be disclosed.

7.   The data subjects disclosed shall have right to access and rectification of the data and shall ensure its accuracy and update.

8.   The data subjects may, at any time, withdraw their consent regarding disclosure of their personal data and, for this purpose, they must inform .PT in writing of this intention or operate it directly on their online reserved area.

9.   The identification data of legal persons shall always be disclosed in accordance with the procedure attached to these rules under the heading WhoIs Policy under the .pt top-level domain.

10. The provisions of this article shall apply mutatis mutandis to other publicly available directories of information made available by .PT.

CHAPTER VIII – FINAL AND TRANSITORY PROVISIONS

Article 31

Entry into force

1. The Rules apply from XX.
2. The provisions resulting from this revision do not apply to proceedings pending on the date of its entry into force nor shall affect the conditions for assignment of an already registered domain name.
3. Domain names registered under the previous rules under the classifiers .net.pt, .publ.pt, .int.pt, .nome.pt, edu.pt and .org.pt shall remain unchanged.

Article 32

Reservation of domain names

.PT may reserve domain names, when such is required for technical reasons, for the sound management of the space of national names or for the fulfilment of legal or contractual commitments, namely those signed with international entities operating in this area.

Article 33

Timeframes

The timeframes provided for in these Rules are continuous, running on Saturdays, Sundays and bank holidays.

Article 34

Assessment

Without prejudice to the immediate introduction in these Rules of such changes as may be justified, they shall be subject to a periodic global assessment, in view of their possible revision.

GLOSSARY

For the purpose of these rules, the following expressions shall have the following meanings:

a) **.pt Zone** - File managed by .PT with all delegated domain names.

b) **3em1 Initiative** - [3in1] initiative of .PT, through which anyone who creates a company, association or branch 'on the spot' is given a free service package, for a period of one year, which includes a registered domain name, a website development tool, the corresponding technical accommodation and email boxes.

c) **ARBITRARE** - Centro de Arbitragem para a Propriedade Industrial, Nomes de Domínio e Firmas e Denominações [Arbitration Centre for Industrial Property, Domain Names, Companies and Company Names] (www.arbitrare.pt);

d) **Arbitration agreement** - Legal instrument by which a domain owner agrees to submit to voluntary arbitration any litigious issues arising from the registration of their domain name;

e) **Associação DNS.PT** - Abbreviated to .PT. It is the body responsible for ccTLD.pt's management, registration and maintenance. Associação DNS.PT is a private non-profit association and its members, at the time of publication of these Rules, are FCT, IP – Fundação para a Ciência e a Tecnologia, IP (FCT), Association of Electronic Commerce and Interactive Advertising (ACEPI) and the Portuguese Association for Consumer Protection (DECO). The By-laws of Associação DNS.PT are published at www.dns.pt;

f) **ccTLD.pt** - Acronym for 'country code Top-level Domain', corresponding to Portugal's top-level domain, according to ISO 3166-1 code, composed of two letters of the alphabet and whose technical and administrative delegation by the competent body is a condition for its operation by .PT;

g) **Competent administrative authority** - Administrative body working over a restricted geographical area;

h) **Delegation** - Inclusion of a registered domain name in the .pt zone;

i) **DNS** - Acronym for 'Domain Name System', protocol through which resolution of domain names in IP addresses is performed and vice versa;

j) **DNS Abuse** - Domain name that supports, intentionally or unintentionally, activities of malware dissemination, phishing, pharming, botnets and/or spam;

k) **DNSSEC** - Acronym for 'Domain Name System Security Extensions', a designation assigned to security extensions to the DNS protocol, designed to protect and authenticate traffic.

Said extensions make use of asymmetric encryption technology to ensure the authenticity and integrity of the information exchanged between DNS servers and these and user applications;

l) **Domain name** - Alphanumeric sequence that corresponds to a numeric Internet address, located to the left of the top-level domain separated by a dot (e.g.: 'rules.pt');

m) **ENH Protocol** - Protocol concluded between .PT and the Ministry of Justice through which a domain name corresponding to the corporate name of the company, branch or association set up under the "on the hour" scope, on the date of its incorporation, is automatically assigned;

n) **IDN** - Acronym for 'Internationalized domain name', corresponds to a domain name with special characters from the Portuguese alphabet, namely: á; à; â; ã; ç; é; ê; í; ó; ô; õ and ú;

o) **Managing Body** - One of the bodies responsible for domain names, managing its registration and maintenance process with .PT, and assuming the status of data processor, under the terms provided for in the GDPR. The managing body is .PT's privileged contact point for all administrative, technical or legal matters related to domain names. It may correspond to a body with a registrar status pursuant to the list available at www.dns.pt;

p) **Personal data** - Information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is someone who can be identified, directly or indirectly, namely by reference to an identifier, such as a name, identification number, location data, electronic identifiers or one or more specific elements of regarding said person's physical, physiological, genetic, mental, economic, cultural or social identity;

q) **Registered** - Domain name assigned to a registrant in the .PT database;

r) **Registered-technical status** - Technical status of a registered domain name with technical information and delegated in the .pt zone;

s) **Registrant** - One of those responsible for a domain name. Natural or legal person who takes on the status of domain name owner or simple applicant before compliance of the registration with the Rules is validated by. PT;

t) **Registrar(s)** - Agents of registration whose terms and encompassing status are subject to a protocol to be signed with .PT. All entities included in the List of .PT Registrars (https://www.dns.pt/pt/registrars/);

u) **Reserved-technical status** - Technical status of a registered domain name without technical information and not delegated in the .pt zone;

v) **RFC** - Acronym for 'Request for Comment', it corresponds to technical documents from the Internet Engineering Task Force which, after being approved by the users community, become Internet operation standards;

w) **Rules** - .pt Domain Name Registration Rules, with legal deposit number XXX, available for consultation at www.dns.pt;

x) **Subdomain** - Part corresponding to a subzone within a main domain name (e. g.: 'registrationrules' in the domain name 'registrationrules.dns.pt');

y) **WHOIS** - Public database that, as a rule, allows the identification of a domain name, its submission and expiration dates, status and identification data of the registrant and managing body. Through WhoIs, it is also possible to obtain information on name servers associated with a domain name being searched for and DNSSEC data. Data processing at WhoIs follows the "WhoIs Policy on .PT top-level domain" procedure;