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Domain Name Service

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Guidelines for Administration of Domain Name Registration

[*Domain Name Registration Agreement](#)

[*The public Announcement of Starting TW English Second Level Domain Name Registration Service](#)

[I. Rules of using bytes with technical restrictions and reserved words on various TWNIC Domain Names](#)

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Approved by the Domain Name Committee, April 4, 2003

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[\[Translation\]](#)¹

Chapter I, General

Article 1

These Guidelines are promulgated in accordance with Article 7 of the "Supervision and Guidance Regulations for Administration of Internet Protocol Address and Domain Name Registrations" (hereinafter referred to as the "Regulations") as promulgated and announced by Directorate General of Telecommunications, Ministry of Transportation and Communications.

Article 2

The term "administration of domain name registrations" (hereinafter referred to as the "Services") as used in these Guidelines shall mean services to be provided by Taiwan Network Information Center (hereinafter referred to as "TWNIC"), authorized by Directorate General of Telecommunications, Ministry of Transportation and Communications, and the international authorities to take charge in the administration of registrations for domain names belonging to the ".tw" top level domain, to maintain the normal operation of the domain name system and to provide other services relating to administration of domain name registrations.

Article 3

All Services shall be provided in a manner comply with the provisions of these Guidelines, unless otherwise provided in the Telecommunications Act, the Regulations and other related laws and regulations.

Article 4

No customer shall use the Services provided by TWNIC for purposes other than those specified in these Guidelines without the prior written consent of TWNIC.

Chapter II, Content of the Services

Article 5

Scope of the Services as provided by TWNIC includes the followings:

1. Specific domain names in alphabets: "edu.tw", "gov.tw", "com.tw", "net.tw", "org.tw", "mil.tw", "idv.tw", "game.tw", "club.tw", "ebiz.tw" and other domain names as examined and released by the Domain Name Committee of TWNIC.
2. Specific domain names in Chinese characters: "教育.tw", "政府.tw", "商業.tw", "網路.tw", "組織.tw", "軍事.tw" and other domain names as examined and released by the Domain Name Committee of TWNIC.
3. Generic domain names in alphabets: Non-specific domain names in alphabets, as the second level domain name by themselves.
4. Generic domain names in Chinese characters: Non-specific domain names in Chinese characters, as the second level domain name by themselves.
5. Other domain names as examined and released by the Domain Name Committee of TWNIC.

Article 6

Anyone who qualifies the required conditions as announced by TWNIC may apply to register a

domain name by online signing the "Domain Name Registration Agreement" and providing information pertaining to the required conditions as announced by TWNIC that apply to such domain name. The same shall apply when registration of a domain name is renewed or when information as registered is updated.

Applicants shall provide true complete and accurate information. TWNIC may request the applicant to submit documentations for examination purposes when necessary. TWNIC shall have the right to cancel a domain name registration at any time when the provided information is found incorrect.

Article 7

TWNIC may authorize registrars to undertake the Services.

In no case shall TWNIC be responsible for the conducts of registrars that go beyond the scope of their authorization. Any matter between a customer and a registrar that is irrelevant to domain name registration, shall not be TWNIC responsibilities.

All conducts of the registrars in relating to the Services shall comply with the Telecommunications Act, the Regulations and these Guidelines.

Article 8

TWNIC shall have no responsibility in verifying the information provided by customers. The customer shall be solely responsible for any dispute or legal consequence due to its failing to provide correct information.

Article 9

TWNIC shall have the right to use, in a manner complying with the Computer-Processed Personal Information Protection Act and other related laws and regulations, the information of customers as it is registered with TWNIC, when such use is necessary in TWNIC Services.

All customers agree to including into the WHOIS database, in accordance with the regulations as promulgated by TWNIC, the information provided by them in the application form, rendering such information accessible in the internet.

Article 10

The registration of domain names shall follow the "first come, first serve" principle.

TWNIC shall have the right to establish technical restrictions to characters, preserved domain names and other restrictions to domain name registrations, applicable to particular categories of domain name. TWNIC or registrars shall not dismiss a domain name application, unless the domain name as applied for registration is in conflict with any one of the above-mentioned restrictions or preservations.

Chapter III, Fee Collection

Article 11

Fee collection policy for TWNIC's Services in the registration, transfer, termination, correction etc. of domain names or domain name registrations shall be in a break-even basis. A fee schedule shall be determined by the Service Rate Committee consisted of experts, scholars etc. and shall take effects from an effective date as announced in TWNIC website, after all required procedures are completed.

Article 12

Any customer who wishes to use any of the Services shall agree to all the conditions as provided in the "domain name registration agreement" and shall pay all the fees in accordance with the fee schedule as announced by the competent registrar.

Article 13

No customer shall request TWNIC or the registrars to refund any fee for reasons other than those specified in the laws or in these Guidelines.

Article 14

Fees for the Services shall be collected according to the fee schedule as promulgated by TWNIC. The registrars shall not collect a fee from customers in an amount greater than that provided in said fee schedule.

Article 15

Fees for the Services shall be collected at an annual basis. During the effective term of the Services, a customer may transfer, terminate or correct a domain name registration pursuant to the regulations established by TWNIC, unless otherwise provided in the laws or in these Guidelines.

Article 16

The customer's right to use a domain name shall commence on the day when the related registration procedure is complete.

The registration procedure is complete in the preceding Section shall mean the time point when the related registrar confirms that the registrant has completed all registration procedures and has paid all required fees, and notifies the registrant via email that the related domain name is ready for use. The registrar will give an email to registrants reminding him/her to renew the registration by paying maintenance fee at least 90 days before the expiration of the effective term. If the registrant fails to pay the maintenance fee before the expiration date, the registrar shall freeze the Services to the domain name. If the registrant further fails to pay the fee within the following 30 days, the domain name registration shall be terminated.

Chapter IV, Quality Assurance and Consumer Complaint

Article 17

TWNIC shall try its best to maintain the normal operation of the systems and the equipments relating to the Services, to facilitate the normal use of the domain names of the customers. However, TWNIC gives no warranty, expressed or implied, to the communication quality of the network system.

Article 18

If, during the effective term of the Services, an interruption or a failure of the Services lasts for more than 24 hours continuously due to reasons attributable to TWNIC, TWNIC shall announce a term-extension policy in its website and shall automatically extend the effective term of the Services with a term equal to the term of such interruption or failure. In calculating the term of such extension, a balance of less than 12 hours shall be calculated as 0 day and a balance of 12-24 hours shall be calculated as 1 day.

Article 19

If, during the effective term of the Services, an interruption or a failure of the Services lasts for more than 48 hours continuously due to reasons of Force Majeure (including act of God, turmoil, interruption of services of telecommunications service providers etc.), TWNIC shall announce a term-extension policy in its website and shall automatically extend the effective term of the Services with a term equal to the term of such interruption or failure. In calculating the term of such extension, a balance of less than 12 hours shall be calculated as 0 day and a balance of 12-24 hours shall be calculated as 1 day.

Article 20

In case TWNIC discontinues the Services for certain reasons, it shall, after being approved by the competent authorities, announce such decision at TWNIC website and in local newspapers within 7 days from it determines to discontinue the Service, and shall refund in ratio the surplus fees as prepaid by customers pursuant to customers' request made within 3 months from such announcement. TWNIC shall not be responsible to refund any fee after such 3-month period expires.

Article 21

In case TWNIC terminates its operation in the Services for certain reasons, it shall try its best to support third parties that are willing to take over the Services, such that the Service may be provided continuously. However, TWNIC shall have no legal responsibility for the conducts of such third parties. Customers shall determine at their own risk whether they shall agree to TWNIC's termination of the Services or the provider of the Services shall shift to a third party.

Article 22

All customers shall agree that, in case TWNIC terminates its operation in the Services for certain reasons, customers who fail to request refund of surplus fees pursuant to these Guidelines shall be deemed agreed to TWNIC's assigning its rights and obligations with respect to such customers as a whole to a third party designated by TWNIC, to which assignment the customers shall raise no objections.

Article 23

If a customer is not satisfied with the Services of TWNIC or the registrar, the customer shall subject such complaint to where he/she applied for the Services. If the complaint is not duly processed or if the customer is not satisfied with the solution as given, he/she may call the service hotline of TWNIC and may process the complaint at TWNIC site. TWNIC will handle the complaint in accordance with related laws and regulations, depending on the substance of the complaint. TWNIC service hotline: 02-2341-3300

Article 24

The data as stored in the computer system of TWNIC shall be deemed true and correct information of the customer, so far as the Services are concerned. Customers shall update such data, so to avoid any damage being brought to their rights and interests.

Chapter V, Domain Name Dispute Resolution

Article 25

When applying for or renewing the registration of a domain name, or when correcting the registration information of a domain name, the registrant shall make the following declaration to the registrar, and shall declare that the registrant guarantees the truthfulness of, these declarations; otherwise the registrant shall be solely responsible if a third party's rights or interests are damaged:

1. All statements as made in the application form are complete and correct.
2. To the best knowledge of the registrant, the domain name to be registered or as registered does not infringe a third party's rights and interests.
3. The registrant shall not register or use the domain name for improper purposes.
4. The registrant shall not register or use the domain name in a manner that maliciously breaches the related laws and regulations.

Article 26

All customers shall agree to subject all disputes with third parties pertaining to the domain names as registered to them, to the dispute resolution mechanism under the "Taiwan Network Information Center Domain Name Dispute Resolution Policy" and the "Rules for the Taiwan Network Information Center Domain Name Dispute Resolution Policy" and other related regulations (hereinafter referred to as the "Domain Name Dispute Resolution Mechanism").

The proceeding Section I shall not prejudice customers' or third parties' right to subject such disputes to competent courts for relief.

Article 27

TWNIC shall transfer or terminate a domain name registration in accordance with the Domain Name Dispute Resolution Mechanism, if an expert chamber so decides. The customer shall not bring a lawsuit against TWNIC at any rate; provided, however, that the customer may commence a litigation to suspend the enforcement of such a decision, in pursuant to the Domain Name Dispute Resolution Mechanism.

Chapter VI, Transfer, Termination and Correction of Domain Name Registrations

Article 28

Unless otherwise provided by the Domain Name Dispute Resolution Mechanism, a customer shall have the right to transfer, terminate or correct his/her domain name registration.

Article 29

In the transfer, termination or correction of a domain name registration, the customer shall submit to where he/she applied for such registration documents that are sufficient to prove its identity and provide required information as announced by TWNIC.

Article 30

TWNIC shall have the right to terminate a domain name registration, when the customer deceases and no successors are found or when the customer's legal position as juristic person is terminated. TWNIC shall have the right to terminate a domain name registration, if the customer breaches any of these Guidelines, the "domain name registration agreement" or other related regulations.

Chapter VII, Addenda

Article 31

For matters that are not specified in these Guidelines, the related guidelines and regulations of TWNIC and related laws and regulations shall apply.

Article 32

These Guidelines shall come to effect from their publication date. Same shall apply to revisions thereof.

1 In case of any discrepancy between this translation and the original Chinese text, the Chinese text shall govern. Terms in this translation expressed in the singular should be construed as also including the plural, and vice versa.

