

Regulations for the Operation of the .CL Domain Name Registry

1. NIC Chile (Network Information Center Chile) – the .CL Domain Name Registry – is managed by the Department of Computer Sciences of the Universidad de Chile by delegation of the IANA (Internet Assigned Numbers Authority) in accordance with the principles set forth in RFC 1591: Domain Name System Structure and Delegation. This delegation was formally recognized on June 24, 2006 by means of a framework agreement signed between ICANN and NIC Chile whereby the responsibilities of both parties in the preservation of Internet stability, security and interoperability were established.

2. It expressly states that NIC Chile acts solely as a coordinating body delegated by IANA for the purpose of maintaining the domain name registry. It does not and will not have any jurisdictional authority or other prerogatives or obligations other than those set forth in these Regulations.

All Policies and Procedures established for conducting the functions relating to the management and registration of domain names under .CL shall be considered an integral part of the Regulations for the Operation of the .CL Domain Name Registry.

3. NIC Chile shall maintain a web information service at:

<http://www.nic.cl>

NIC Chile shall consider the information published on that website to be known by all users of the .CL Domain Name Registry and shall therefore not be under the obligation to publish the said information in any other form.

4. NIC Chile may perform the functions described in these Regulations either by itself or utilizing third parties on its behalf.

In particular, NIC Chile may authorize registrars to manage domain name registration operations, on behalf of its clients, including domain name registration, modification, deletion, change of holder, or such other operations as NIC Chile may authorize.

A policy shall be in place aimed at establishing a procedure for the accreditation of authorized registrars, which shall be selected based on objective, transparent and non-discriminatory criteria. Accreditation shall be reserved for those agents who ensure compliance with certain business and technical adequacy requirements previously established in the .CL registrar policy.

5. NIC Chile shall have the right to charge fees for the services it provides and shall publish a table listing current fees.

Timely payment of all applicable fees shall be an essential requirement for maintaining the validity of a domain name registration.

Rules for the registration of a .CL domain name

6. Solely by reason of being the holder of a .CL domain name or requesting revocation of a .CL domain name, a person:

a.- Agrees that he or she understands the technical functioning of the Internet, is familiar with the meaning of the words and terms used in its management and is aware of which characters are allowed in a .CL domain name under the Syntax Policy. For all dispute resolution purposes, an Internationalized Domain Name (IDN) shall be equivalent to its ASCII Compatible Encoding (ACE);

b.- Declares that he or she is aware of, has read, and accepted the Regulations for the Operation of the .CL Domain Name Registry, its Policies and Procedures, all of which constitute the general terms and conditions for obtaining a .CL domain name, according to Article 2, subsection 2 of this document;

c.- Authorizes publishing the domain name information solely for purposes related to the administration of the .CL domain name registry and operation of the DNS. He or she further agrees that registration data will be provided if formally requested by a judicial or administrative authority legally authorized to present such requests. NIC Chile shall store domain name information in a database, which under no circumstance shall be handed over, sold, assigned or transferred to any person or organization, notwithstanding which NIC Chile may provide information to third parties for academic research or development purposes, prior signing of the corresponding confidentiality agreement;

d.- Declare that, to the best of your knowledge, the registration of the domain name is utilized for lawful purposes, in good faith and does not infringe upon or violate in any way, any right of a third party. You authorize NIC Chile to temporarily or definitively suspend the operation of the domain name or names registered in the event that the registration was used for the purpose of phishing, distributing malware, operating botnets, used for the commission of fraud, computer attacks, or according to NIC Chile, that which constitutes any other practice considered technical abuse of the DNS [1];

e.- Declares that the data he or she is submitting is complete and accurate, and agrees to keep the information current and updated. Otherwise, the procedure described in Article 17 may be initiated.

7. Any natural or legal person, whether domestic or foreign, may hold .CL domain names.

Exceptionally, NIC Chile reserves the right to request information to verify the holder's identity when necessary.

Along with the information required for the registration, applicants shall include details of the contacts allowed to participate in managing the domain name, according to the procedure in force for such purposes.

Appointing an administrative contact shall be mandatory. The said administrative contact shall be the domain name holder's representative for all regulatory purposes, including any dispute resolution procedures that might arise.

8. Registration applications shall be received electronically through such mechanisms as NIC Chile defines for such purpose.

9. Only those domain names that are available in the .CL Domain Name Registry may be registered.

10. When necessary for reasons of security, stability or proper operation of the DNS, NIC Chile may reserve certain domain names, which shall not be available for registration by third parties.

Registering a .CL domain name

11. An application to register a domain name shall be considered to have been validly filed when evidence of payment of the corresponding fee is submitted, following which NIC Chile shall process the registration and activate the registered domain name.

NIC Chile shall provide various methods of payment for customers registering domain names directly with NIC Chile to pay their corresponding registration fees. If a customer is unable to use such mechanisms, the said customer will not be excused from fulfilling their payment obligation, as they may use the other available methods of payment.

Once a domain name has been registered, NIC Chile shall publish the said domain name in a list of "registered domain names;" this list shall be maintained for a public review period of 30 (thirty) calendar days for the purpose of the provisions of Article 18 of these Regulations.

12. For each request submitted directly to NIC Chile, a confirmation of the registration will be sent by email.

All communications from NIC Chile to domain name holders or their contacts shall be sent to the email addresses specified in their corresponding registration data. Domain name holders and their contacts shall be solely responsible for ensuring that the said email addresses are operating properly, as well as for reporting any changes thereto.

13. When, acting in compliance with an arbitration resolution or an order issued by jurisdictional authority, NIC Chile should order the change of the domain registry owner, deactivate, modify, eliminate or block the operation of a domain name, or other operation that is ordered, **or acting in the case provided for in letter d) of number 6 of this Regulation**, the University of Chile, NIC Chile, its officials or advisers will not incur liability of any kind. In any of the aforementioned cases, NIC Chile will communicate via email that which it deems appropriate.

NIC Chile shall not refund the fees paid for registering the domain name in any of the cases mentioned above, especially when the defendant loses his/her right to a domain name by virtue of an arbitration award.

14. It shall be the sole responsibility of the domain name holder to ensure that the registration does not affect the right to freedom of expression and information, the principles of fair competition and business ethics, as well as the rights validly acquired by third parties, **as well as that it is not used for the commission of fraud, computer attacks or any other types of abuse.** NIC Chile shall have no liability for the use that the assignee makes of the registered domain name.

15. All terms and deadlines set forth in these Regulations are expressed in calendar days.

Changing the holder of a .CL domain name

16. A change of domain name holder will occur in case of transfer, succession due to death or by resolution of the jurisdictional authority, according to the provisions of the respective procedure.

Notwithstanding the above, a domain name may not be assigned if such assignment has been suspended by order of a qualified court or for any other reason.

In the event of a domain name holder's death, initiating the change of holder shall require submission of the certificate of registration of the court or administrative decision granting effective possession. In case of multiple heirs, the domain name shall be registered in the name of a representative to be appointed for such purpose.

Eliminating a .CL domain name

17. A domain name may be eliminated voluntarily, by decision of a qualified authority, or as a result of failure to renew the said domain name. Likewise, if the mandatory data required from the domain owner is found to be incomplete or inaccurate, this constitutes grounds for the elimination of a domain name. The owner may be required by NIC Chile, either ex officio or at the request of any interested party, to rectify the said information; and if he/she does not do so within five (5) calendar days from the request, the domain may be deactivated and then proceed to its removal. This request will be made by email to the address or addresses included in your registration data.

Revoking a .CL domain name

18. Any natural or legal person who considers that the registration of a domain name has affected their rights may request the revocation of the said registration, which shall be subject to the .CL Domain Names Dispute Resolution Policy.

To begin the process for revoking a registered domain name, the interested party must email a request to NIC Chile and pay the corresponding fee.

Once the revocation fee has been paid, the start of the dispute resolution procedure shall be notified and, as from that moment, no other revocation requests shall be accepted for the same domain name until the dispute resolution procedure has ended, except in the case of revocation requests submitted in accordance with Article 20 of these Regulations.

Likewise, during this said period the domain name being revoked shall be blocked.

Blocking a domain name means that deleting the domain name from the registry or changing its holder shall no longer be possible, notwithstanding which, unless otherwise ordered by the arbitrator, the holder of the domain name being revoked shall be able to modify the domain name data.

If during the revocation procedure the disputed domain name were to be subject to deletion due to nonrenewal, the revoking party may avoid this particular elimination by paying the fee for maintaining the procedure within five (5) days from the date on which the said circumstance is notified. Should the said period expire without payment of the fee, the revocation procedure shall end and the domain name shall be deleted.

19. If the revocation request is submitted within the 30-day public review period referred to in the third paragraph of Article 11 of these Regulations, the revoking party may invoke preferential interest.

Other revocation requests for the same registered domain name shall be accepted within this 30-day period, in which case the dispute shall be processed together with all other requests received within the said period.

20. If the revocation request is submitted after the deadline referred to in paragraph (3) of Article 11, the complainant has to prove that the registration was abusive, for which each of these three elements must be present:

- a.- The domain name is identical or confusingly similar to a name by which the claimant is known or a trademark or other expression in which the claimant alleges to have prior rights; and
- b.- The domain name holder has no rights or legitimate interests regarding the domain name; and
- c.- The domain name has been registered and/or is being utilized in bad faith.

Any of the following circumstances, in particular, but without limitation, shall serve as evidence and proof that the assignee of the disputed domain name acted in bad faith:

- a.- Circumstances indicating that the domain name has been registered for the primary purpose of selling, renting or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of the costs directly related to the domain name registration; or,
- b.- The domain name has been registered with the intention of preventing the owner of the trademark or service mark from reflecting it (trademark) in a corresponding domain name, provided that the domain name assignee has engaged in a pattern of such conduct; or,

c.- The domain name has been registered primarily for the purpose of disrupting the business of a competitor; or,

d. By using the domain name, the assignee has intentionally attempted to attract, for commercial gain, Internet users to its website or other on-line location, by creating a confusion with the complainant's trademark.

Notwithstanding the provisions above, any of the following circumstances, in particular but without limitation, shall serve as evidence and proof that the assignee of the disputed domain name did not act in bad faith:

a. The domain name holder demonstrates use of, or preparations to use the domain name in connection with a good faith offering of goods or services under the said name; or,

b. The domain name holder is commonly known by the domain name, even if the assignee is not the holder of such a trademark or service mark; or,

c. The domain name holder is making a legitimate noncommercial or fair use of the domain name, with no intention of obtaining commercial gain or misleading consumers.

Dispute resolution

21. Any conflicts arising in connection with the revocation of a .CL domain name shall be resolved according to the .CL Domain Name Dispute Resolution Policy.

All disputes shall be submitted, resolved and processed in accordance with the arbitration procedure established in the said policy.

The parties may appoint an arbitrator by mutual agreement. Failing such agreement, the parties expressly and irrevocably authorize NIC Chile to appoint, on their behalf, an arbitrator selected from a list to be published on its website, and this arbitrator shall be deemed to have been appointed directly by each party.

The arbitrator's decisions shall be final and cannot be disputed or appealed. All applicants and registration holders expressly waive their right to dispute or appeal the said decisions. The arbitrator is especially authorized to resolve all matters relating to his or her competence and jurisdiction.

With the exception of appointing the arbitrator according to procedure and enforcing the arbitration award, NIC Chile shall not be involved in the arbitration in any manner.

Modifications to the Regulations

22. NIC Chile may modify these Regulations, including its Policies and Procedures.

Any changes will be posted at www.nic.cl at least thirty (30) days before becoming effective, after which they shall be binding on all those concerned, except if the changes have to come into force immediately under extraordinary circumstances, which will be noted in the posted text.

23. For all purposes arising from the registration of a .CL domain name, the parties establish their domicile in the city of Santiago de Chile and submit themselves to the jurisdiction of its courts for all matters not submitted to arbitration in accordance with Article 21 of these Regulations.

[1] Modified as it appears in the text of Resolution 00357 of June 1, 2020 from the Dean of the Faculty of Physical and Mathematical Sciences (FCFM) of the Universidad of Chile.

Santiago, June 14th, 2020

NIC Chile – Faculty of Physical and Mathematical Sciences – University of Chile.