General Terms & Conditions for the Registration of .VG Domain Names
April 14, 2014

KSregistry GmbH (operating under the trade name Nic.VG) administers and operates the registry for internet Domain Names under the Top Level Domain .VG (the TLD) under license of and authorized by the Sponsoring Organization of the TLD, the Telecommunications Regulatory Commission of Virgin Islands (TRC). These general Terms and Conditions identify the rights and ob-ligations of the Registrant of a Domain Name in the TLD.

The Registrant must read and accept these Terms and Conditions carefully before making any application for registration of a domain name in the TLD through an accredited registrar. The Registrant should print or save a copy of these Terms and Conditions for future reference.

1. Definitions

Accredited Registrar: An entity authorized under an Accreditation Agreement with Nic.VG to perform registration services for Domain Names under the Top Level Domain .VG

Domain Name: A registered addressing label in the Domain Name System (DNS) translating an IP address into a character string

Nic.VG: means the organization and services provided by KSregistry GmbH regarding the operation of the .VG TLD

Registrant: The party having registered a Domain Name in the TLD

Registrar of Record: The Accredited Registrar through which a Domain Name is currently registered.

Sponsoring Organization: Telecommunications Regulatory Commission of Virgin Islands (TRC)

2. Exclusive use of Accredited Registrars

All domain names in the TLD shall be registered and managed on behalf of the Registrant exclusively through a registrar accredited with Nic.VG. Nic.VG does not offer direct registration services to Registrants unless required by the terms of its license with the sponsoring organization. All registration and management services shall be provided to the registrants directly by their registrar of record. The Registrant is entitled to choose and change his registrar of record at any time during the registration period of the Domain Name. By requesting a registration and / or transfer of a domain name by / to an Accredited Registrar and concluding a registration agreement with the Accredited Registrar, the Registrant authorizes the Registrar to carry out on his behalf all necessary entries and changes with Nic.VG.

3. Registration Terms and Conditions

3.1 All applications for registrations must be made through an accredited registrar or its resellers, and under acceptance of these general terms and conditions. A list of all accredited registrars can be found on Nic.VG's website [www.nic.vg]. The registrant shall conclude a registration agreement with the Accredited Registrar, which shall include these General Terms and Conditions. The regis-tration of a domain name creates a license for the Registrant and/or his legal successors to use the Domain Name applied for during the term in accordance with these Terms and Conditions and all other policies of Nic.VG.

3.2 The registration of a domain name may be cancelled at any time due to violation of these Gener-al Terms and Conditions or further registry policies referenced herein. The Registrant agrees to any cancellation, deletion or transfer of a domain name registration in accordance with these terms and conditions and/or registration policy, provided that it is carried out by the Registrar or the registry operator (1) to correct errors during the registration, (2) to remove disputes which concern the re-gistered domain names or (3) on account of a violation of the registration policies.

3.3 Registrant acknowledges and accepts that these general terms and conditions may change from time to time and that he will keep himself informed about the current policies and either accept those changes or delete the corresponding domain name. Nic.VG may from time to time adopt new policies such as an Anti-Abuse policy or update existing policies.

3.4 Registrant guarantees
- that the requested domain name and the intended use of the domain name do not impair the rights of third parties;
- that there are no other legal or factual obstacles in conflict with the registration;
- that the chosen name or its use do not violate morality or legal requirements;
- that the chosen name or its utilization are not used for any purpose likely to bring Nic.VG, the sponsoring organization or Virgin Islands into disrepute;
- that the registration occurs in knowledge and consideration of these General Terms and Conditions and other relevant policies;
- and that he is authorized to request this operation.
Nic.VG is not obliged to verify this authority and may reject any application to register or transfer a Domain Name without reason.

3.5 The Domain Name can have between 1 and 63 characters, using the letters A-Z (where no distinction is made between upper case and lower case) and numbers from 1 to 9. The Domain Name can also contain hyphens, however it cannot begin or end with a hyphen.

3.6 Registrations of Domain Names including the name of a geographic region such as but not limited to a county, province, city, district or country must be based on the written consent of the authority of that geographic region to Nic.VG, which shall be presented to Nic.VG within 7 days upon request.

3.7 Registrations of Domain Names including the name of any officially recognized body or authority must be based on the written consent of the relevant body or authority, which must be presented to Nic.VG within 7 days upon request.

3.8 The use of Domain Names for the purpose of re-selling sub-domains is prohibited. The registrant shall be liable and accountable for any use of his domain name.

3.9 With each registration the Registrant must provide, maintain and keep up to date accurate electronic records and contact information for inclusion in the public WHOIS database. The Registrant acknowledges and agrees to the storage, processing and publication of his personal data in the public WHOIS. Such data shall consist of the following elements:

- the name and postal address of the Registrant;

- the name, postal address, e--mail address, voice telephone number, and (where available) fax number of the billing contact for the Domain Name;

- the name, postal address, e--mail address, voice telephone number, and (where available) fax number of the technical contact for the Domain Name; and

- the name, postal address, e--mail address, voice telephone number, and (where available) fax number of the administrative contact for the Domain Name.

4. Registrations, Transfers and Renewals

4.1 Nic.VG reserves the right to refuse to proceed with the Registrant's application to register the Domain Name without giving reasons.

4.2 Nic.VG does not accept any responsibility or liability if the Registrants' application to register a Domain Name is not successful and Nic.VG makes no warranty in this respect.

4.3 The Registrant may, at its request, transfer the registered Domain Name between accredited registrars or to another registrant. Upon execution of a transfer, the term of the registration shall be increased by one year, unless the maximum registration term would be exceeded.

4.4 In order to ensure a transfer of a registration between registrars is secure, the Registrant will be provided with a transfer code by the current registrar, which must be notified to the receiving registrar in order for a transfer to be effected. Only the Registrant or his administrative contact will be authorized to request a transfer of a Domain Name between registrars.

4.5 After a successful transfer further transfers will be prohibited within 30 days of the date of the previous transfer.

4.6 The term of a registration shall be between 1 to 10 years. All registrations shall be automatically renewed at the end of the registration term unless explicitly deleted by the Registrar or if the Registrar account is not sufficiently funded at the expiration date of the registration. All renewals will be performed under the then current General Terms and Conditions and other registry policies.

4.7 Upon deletion of the Domain Name the Domain Name may be restored by the former Registrar of Record within a thirty day Restore Grace Period at the request of the former Registrant.

5. Domain Dispute Policy

5.1. The Registrant agrees to resolve and settle any domain name dispute under the TLD .VG according to the Dispute Resolution Policy, the Uniform Domain Name Dispute Resolution Policy (UDRP), as developed and updated from time to time by ICANN. This applies for the resolution of third party Domain Name disputes. The UDRP can be reviewed on the website of his registrar of record or on the website of ICANN. The Registrant will inform himself about the terms of the UDRP before initiating a registration request.

5.2. The Registrant accepts that the Accredited Registrar reserves the right to lock or cancel a domain or to transfer, including accordance with any decision of the appointed Administrative Panel in accordance with the UDRP requiring the cancellation or transfer of a Domain Name unless the Registrant provides evidence within ten days after an Administrative Panel decision, that he has commenced a lawsuit against the complainant regarding the right to use the disputed domain name in a Court of Mutual Jurisdiction.

5.3. For the adjudication of disputes concerning or arising from registration and use of the Registered Name, including any challenges to a decision under the UDRP, the Domain Name Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Domain Name Registrant 's domicile; (2) of the legal domicile of the Registrar; and (3) of Virgin Islands.

6. Limitation of liability

6.1 Nic.VG will use all reasonable endeavours to ensure that the operation of the TLD complies with internationally recognized standards for the operation of country code Top Level Domain registries but will not be liable for any loss of data resulting from delays or service interruption caused by circumstances beyond the control of Nic.VG, or by errors or omissions of the Registrant or his Accredited Registrar or any third party.

6.2 Nic.VG shall under no circumstances be liable to the Registrant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss, indirect, incidental or consequential damages, including loss of income, data, or information in any event arising under or in connection with the registration or registration application of a Domain Name.

6.3 Nothing in this section 6 shall limit or exclude Nic.VG's liability for:
(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
(b) fraud or fraudulent misrepresentation.

6.4 This section 6 shall survive termination of the registration.

7. Termination of Registration

7.1 The registration of a domain name and the license granted therein will terminate and the Domain Name will be deleted when a deletion command is sent by the registrar of record or on expiry of the term in case of insufficient fund on the prepaid account of the registrar of record.

7.2 Nic.VG may require the termination or suspension of a registration with immediate effect and without prior notice if it comes to the attention of Nic.VG that the use of the Domain Name violates the registry anti-abuse policy as well as upon any of the following events:
(a) if the Domain Name is used in a way that Nic.VG considers to be in any way detrimental to the operation of the Top Level Domain;
(b) if the Registrant breaches these Terms and Conditions or uses the Domain Name in violation of good morals or the laws of Germany and/or Virgin Islands;

(c) if the Registrant does not provide and maintain accurate, proper and adequate contact information to Nic.VG;

(d) if in the opinion of Nic.VG the Domain Name is being used in a manner likely to cause confusion or harm to internet users; or

(e) if it has come to Nic.VG's attention that legal action is being commenced regarding the Domain Name.

7.3 Termination or suspension of the registration for whatever reason shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to Nic.VG.

8. Warranties

By applying for a registration through an Accredited Registrar and agreeing to the Registration Agreement the Registrant warrants to Nic.VG that:

(a) the Registrant has the legal right and authority to enter into and perform its obligations under these General Terms and Condition.

(b) the Domain Name applied for does not infringe the Intellectual Property Rights of any third party and the Registrant has not received any complaint, notice or allegation that the Domain Name infringes the Intellectual Property Rights of any third party, nor is the Registrant aware of any circumstances which might lead to any such complaint, notice or allegation.

(c) the contact details provided for the purposes of publication in the Whois are true, accurate and up to date.

(d) if the Domain Name includes the name of any geographic region (e.g. county, province, city, district, country) or officially recognized body or authority, the Registrant has consent to use the name and that such consent is valid and enduring throughout the term.

9. Indemnity

9.1 As a condition of the Registration Agreement between the Registrant and the Accredited Registrar the Registrant shall agree to indemnify and hold Nic.VG and/or the Sponsoring Organization as well as their officers, employees and any person involved in the rendering of the service harmless against all and any loss, damages, liability and costs (including reasonable legal expenses) that Nic.VG and/or the Sponsoring Organization as well as their officers, employees and any person involved in the rendering of the service harmless suffer or incur as a result of a breach of the warranties above or any other use of the services by the Registrant.

9.2 This clause shall survive termination of the registration.

10. General Provisions

10.1 Nic.VG is entitled to revise its General Terms and Conditions and policies from time to time. The sole remedy of the Registrant for non-acceptance of changed Terms or Conditions shall be the termination of his registration.

10.2 If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions shall not be affected.

10.3 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.