

## **Taiwan Network Information Center**

### **Terms of Use for Domain Name Registry Lock Service**

By applying for the Domain Name Registry Lock Service (the “**Service**”) provided by Taiwan Network Information Center (“**TWNIC**”), the registrant acknowledges and agrees to comply with the Terms of Use for Registry Lock Service (the “**Terms of Use**”) as follows:

1. The Service is only provided to the registrant who completes the registration and payment of the domain name of ".tw/.台灣", and the expiration date of the registered domain name shall be at least 90 days from the date of application for the Service. In order to apply for the Service, the registrant hereby represents and warrants the authenticity of the following matters. If the information provided by the registrant is of obvious errors, inaccuracies, or other potential infringement of the rights of others, the registrant shall bear the responsibility:

- (1) The information recorded in the Domain Name Registry Lock Service Application Form is true, complete and correct.
- (2) To the best of the registrant’s knowledge or information, the domain name used to apply for the Service does not infringe the rights of others.
- (3) The registrant does not apply to use the Service for an improper purpose or in a manner that intentionally violates any law.

When applying to renew the Service, the registrant agrees to abide by the latest terms of the Terms of Use and guarantee compliance with the provisions of the preceding paragraph.

If the preceding two paragraphs are violated, TWNIC may cancel the provision of the Service in accordance with Article 8 of the Terms of Use.

2. The registrant shall submit the following information and documents upon applying for the Service:

- (1) The domain name under the application applying for the Service and the names, telephone numbers and email addresses of two service managers designated by the registrant.
- (2) In case of a company or a legal person being the applying registrant, the company or legal person's seal as well as its responsible person's seal shall be affixed on the Domain Name Registry Lock Service Application Form.; in the case where a natural person being the applying registrant, such a natural person shall either sign or affix his/her seal on the Domain Name Registry Lock Service Application Form..
- (3) If the registrant is a domestic company or legal person, it shall provide documents supporting its establishment approval in accordance with the information listed in the Domain Name Registry Lock Service Application Form. If the registrant is a foreign company or foreign legal person, a valid registration certificate or business license shall be submitted. If the

supporting documents are not in Chinese or English, please provide a Chinese translation for review. If necessary, TWNIC may require the relevant documents to be notarized/legalized. If the registrant is a natural person and a citizen of the Republic of China (Taiwan), he/she shall provide a photocopy of any two of his/her ID card (front), passport (photo page) or health insurance card (front). If the registrant is a natural person and is not a citizen of the Republic of China (Taiwan), he/she shall attach a photocopy of his/her current valid passport (photo page) issued by his/her home country government.

The registrant acknowledges and agrees that the information provided by it/him/her pursuant to the first paragraph of the preceding paragraph may be made public by TWNIC on the WHOIS query interface to provide external online query on an item-by-item basis.

3. After receiving the application materials provided by the registrant, TWNIC shall review the authenticity of the registrant's establishment documents and the completeness of the relevant information. The website content of the domain name and other matters not related to the identity of the registrant are not within the scope of TWNIC's review and shall be the responsibility of the registrant. After the registrant passes the review, TWNIC shall notify the registrant of the review results. For those who pass, their domain name status shall be locked as follows: the status of serverUpdateProhibited, serverTransferProhibited and serverDeleteProhibited shall be added.

#### 4. Service Manager

The registrant shall designate one or two service manager to serve as the designated verification personnel for unlocking, re-locking or changing the service manager during the Domain Name Registry Lock Service period. If the registrant needs to unlock, either of the service manager may apply to TWNIC, and TWNIC shall verify the service manager's email and mobile phone OTP verification again to double-authenticate the service manager's identity. If there is a need to change the service manager, the registrant may submit for change of service manager and the relevant identification documents to TWNIC for review to confirm that the registrant agrees to the change. When unlocking, locking or changing the service manager, TWNIC shall send a notification to the registrant and the other service manager (in the case of a change of the service manager).

#### 5. Liability

In the following circumstances, TWNIC shall not be held liable and the registrant shall be responsible for the damages caused and shall not claim against TWNIC for compensation:

- (1) The Chinese and English application materials provided by the registrant in accordance with Article 2 of the Terms of Use are erroneous, inaccurate, or not updated in a timely manner,

resulting in TWNIC's failure to notify the registrant of relevant information in time.

- (2) Unauthorized acts of the registrant such as data leakage, hacking, or malicious acts by the registrant's former employees.
- (3) Changes in relevant information by a prior authorized service manager due to the registrant's failure to immediately request a change in the service manager.

In any case, TWNIC shall not be responsible for any loss of income, loss of profit, damages to goodwill, loss of data, or other direct or indirect losses suffered by the registrant due to the provision of this Service.

If TWNIC suffers any damages due to the false, erroneous or inaccurate information provided by the registrant, the registrant agrees to compensate TWNIC for any losses or expenses incurred thereby (including any direct or indirect losses, loss of profits, damages to goodwill, and all interest, penalties and other reasonable expenses).

#### 6. Protection of Personal Data

- (1) TWNIC shall use the personal data received from the registrant in the provision of the Service (such as the personal data of the registrant's contact persons) within the scope of the purpose of providing the Service. For other details on TWNIC's collection, processing and use of personal data, please refer to TWNIC's [\(Matters Required for Notification Under Personal Data Protection Act\)](#) published on its official website. The registrant is responsible for providing the relevant details to the relevant individuals in his/her organization and if necessary, the registrant shall obtain the consent from the relevant individuals for TWNIC to collect, process and use their personal data.
- (2) TWNIC shall protect the Chinese and English information provided by the registrant pursuant to Article 2 of the Terms of Use in accordance with the Personal Data Protection Act and related laws. TWNIC shall not provide the information to any third party unless required by the law, a court order or a written application by the relevant competent authority.

7. After the application and activation for the Service, there are subsequent operations such as unlocking, locking, and changing the service manager; therefore, the service fee is charged on an annual basis. The application can be made for a maximum of 10 years at a time, and the fee must be paid to TWNIC or an authorized third party according to the registrant's application channel. During the aforementioned period, if the domain name applied for the Service is not renewed upon expiration, or the domain name is deleted or transferred due to any reason such as dispute resolution, the Service shall become invalid accordingly and the registrant shall not request a refund for the service fees that have not been used. Once the

service fee is paid, the registrant cannot request a refund for any reason unless otherwise provided by the law.

8. If the application materials submitted by the registrant do not meet the application requirements announced by TWNIC, TWNIC may notify the registrant by a paper letter or an email. and the registrant shall submit relevant supporting materials within the time limit required by TWNIC, and state in a paper letter or an email that it meets the application requirements or corrects obvious errors and omissions in the materials. If the registrant fails to make corrections within the time limit, TWNIC may reject the registrant's application for the Service.

Unless otherwise stipulated in the Terms of Use, if the registrant is involved in a violation of the Terms of Use and other related regulations, TWNIC may notify the registrant by a paper letter or an email, and request the registrant to reply with reasons by a paper letter or an email. If the registrant fails to provide evidence in a paper letter or an email within the period required by TWNIC to state the legitimate reasons or prove that there is no violation of contract, TWNIC may suspend or cancel the provision of the Service or take other reasonable measures depending on the circumstances.

TWNIC's failure to take immediate action against the registrant's breach of contract shall not be regarded as evidence that the registrant has not breached the contract.

9. Within the scope of not affecting the continuous provision of the Service to the registrant, TWNIC has the right to amend the Terms of Use and other related provisions from time to time in accordance with the laws and regulations or policy changes, and publish them on the website of TWNIC or notify the registrant by an email. If the registrant does not accept the revised Terms of Use and other related regulations, he/she shall notify TWNIC in writing within thirty (30) days to cancel his/her registration for the Service. Otherwise, it is deemed that the registrant accepts the revised Terms of Use and other related regulations.
10. TWNIC may authorize a third party (such as the accredited registrar, hereinafter referred to as the "**Authorized Third Party**") to provide the Service for the registrant to apply directly to the Authorized Third Party to activate the Service. In the event that the registrant applies for the Service directly to the Authorized Third Party, the rights and obligations between the registrant and the Authorized Third Party shall be determined in accordance with the documents separately agreed upon by them. The registrant shall have no entitlement to make direct request to TWNIC, and in the event that the registrant shall be notified by TWNIC in accordance with the Terms of Use, TWNIC shall directly notify the Authorized Third Party, and the Authorized Third Party shall be responsible for further notifying the registrant; provided that, at this time, the registrant

shall remain complying with all obligations of the registrant under the Terms of Use and being liable to TWNIC.

11. Any matters not covered in the Terms of Use shall be governed by the relevant laws of the Republic of China (Taiwan).
12. The validity and interpretation of the contents of the Terms of Use shall be governed by and construed in accordance with the laws of the Republic of China (Taiwan). For any disputes arising from the Terms of Use, the Taiwan Taipei District Court shall be the court of first instance jurisdiction.