Schweizerische Eidgenossenschaft
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Swiss Confederation

Federal Office of Communications OFCOM

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.swiss/RP

.swiss Registration Policy

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Contents

1 General

1.1 Scope

This Registration Policy sets forth the terms and conditions, which govern the registration of .swiss domain names.

1.2 Abbreviations

ACE-String	ASCII (American Standard Codes for Information Interchanges] Compatible Encoding-String)
ccTLD	Country code Top-Level domain
DNS	Domain Name System
IANA	Internet Assigned Numbers Authority
IANA IDN	Internet Assigned Numbers Authority internationalized domain names
ICANN	Internet Corporation for Assigned Names and Numbers
ISO	International Organisation for Standardisation
OFCOM	Office fédéral de la Communication (Federal Office of Communications) of the Swiss Confederation
TLD	Top-Level Domain

1.3 Definitions

Accredited Registrar	means an ICANN accredited registrar that has entered into an agreement (the "Registry-Registrar Agreement") with the Registry and is authorized to register names in the .swiss TLD;
Designation with a generic character	means a designation which refers to or generally describes a category or a class of goods, services, people, groups, organisations, products, techniques, sectors or activities;
General Availability	means the general registration period commencing after the launch phases in which available .swiss domain names will be generally made available to all registrants that are qualified to register domain names pursuant to this Registration Policy;
Registrant, you and your	refers to the entity, which applies or wishes to register a .swiss domain name with an Accredited Registrar;
Registry Agreement	refers to the contract signed by the Registry and ICANN on October 16th, 2014 and available at https://www.icann.org/resources/agreement/swiss-2014-10-16-en;

Registration Data	refers to all the required information to register the domain name, as well as complete and accurate contact details from individuals or corporate entities associated with the domain name records;
Registry, we, us and our	refers to the Swiss Confederation, a sovereign state established under authority of the laws of the Federal Constitution of the Swiss Confederation, as entity responsible for operating the .swiss TLD;
Reserved Name	in this Registration Policy has the meaning given by ICANN in Specification 5 of the .swiss TLD Agreement entered into between the Registry and ICANN. It therefore includes any .swiss domain name listed in the Reserved Name List that is withheld from registration or allocation.

2 Acceptance of this registration policy

2.1 By applying to register a .swiss domain name, and by asking or consenting to renew your .swiss domain name, you agree to be legally bound by:

a. this Registration Policy, as updated by the Registry from time to time;

b. the Registration Agreement provided by the sponsoring Accredited Registrar (i.e. the organisation accredited by ICANN and the Registry to provide .swiss domain name registration services) through which you applied for a .swiss domain name;

c. the legal act of domain name allocation by the Registry;

d. the Swiss Ordinance on Internet Domains of 5 November 2014 (OID, CC 784.104.2) with its possible adaptions by the Swiss Federal Council and the Swiss Technical and administrative regulations on .swiss with its possible adaptions by OFCOM; and

e. any other policies mandated by ICANN as updated by ICANN from time to time.

2.2 In case of inconsistency between any of the above, the OID with its possible adaptions by the Swiss Federal Council and the Swiss Technical and administrative regulations on .swiss with its possible adaptions by OFCOM, shall prevail.

2.3 It is your sole responsibility to determine whether your .swiss domain name registration and use complies at all times with this Registration Policy and the other agreements and regulations mentioned in 2.1. above. You shall be solely liable if it does not.

2.4 We cannot guarantee that you will obtain the .swiss domain name requested, even if an inquiry indicates that such domain name is available at the time of your application.

3 Registration requirements

3.1 Syntax Rules

a. Your .swiss domain name shall be in accordance with the syntactic standards established by ICANN and the Registry and in the Swiss Technical and administrative regulations on .swiss;

b. all characters provided in the .swiss IANA IDN Table published by IANA at http://www.iana.org/domains/idn-tables are accepted;

c. your .swiss domain name, or the corresponding ACE-String respectively, must have between 3 to 63 authorized characters. The names of the Swiss political communes of two characters and the abbreviations consisting of two characters which designate the Swiss cantons are excepted

and may be allocated to the public bodies concerned. Furthermore, OFCOM may provide for exceptions concerning the minimum number of characters when an overriding public interest justifies this.

3.2 General Eligibility Requirements

To register and renew a .swiss domain name you must fulfill **all** the following requirements:

a. You must be an **entity** with sufficient **link to Switzerland**. This occurs if you are:

    i. a public body or another public organisation under Swiss public law;

    ii. an entity registered in the Swiss Commercial Register having its seat in Switzerland and an effective site of administration in Switzerland; or

    iii. an association or foundation not registered in the Swiss Commercial Register having its seat and an effective site of administration in Switzerland.

b. At the time of the application, the requested name belongs to a category of names **available for allocation**;

c. the intended use is legal under Swiss law. Be aware that if the domain name is used to provide products or services or to advertise them, a seat and an effective place of administration are required;

d. the name applied for can legitimately be considered as **objectively linked to the applicant or the intended use of the domain name**. This occurs in particular if the domain name satisfies one of the following conditions:

    i. it contains a name for which the applicant holds a trademark right;

    ii. it refers to a name objectively linked to the State or its activities that is required by the respective public body or the public law organisation concerned;

    iii. it contains a geographical designation, or a clear variation or abbreviation of a name, to which the applicant has a legitimate right or interest, to which it has a legitimate right or interest in the public mind, or it is authorized to use by the public body or bodies or other organisations concerned;

    iv. it reflects a name in which the applicant has a legitimate interest or which is associated with the applicant in the public mind; and

e. The requested name is not a "Designation with a Generic Character", without prejudice to be eligible under the Registry's naming mandate program as set forth in Section 6 of this Registration Policy.

In exceptional cases, the Registry may allocate domain names which do not meet the eligibility requirements set forth in this Section when the interest of this allocation for the Swiss community so justifies.

3.3 Specific Eligibility Requirements for certain designations or categories of designations

The following designations or categories of designations (in the swiss national languages and in English) may only be allocated as domain names to following persons:

a. designations of (i) federal institutions and units of the federal administration, (ii) names of federal councillors and of chancellors of the Confederation, (iii) designations of official buildings

and other designations associated with the State, which appear in the central list of designations deemed worthy of protection as domain names may only be registered in favor of the swiss public authority with competences over them;

b. names of the Swiss cantons and political communes and abbreviations consisting of two characters which designate Swiss cantons may only be registered in favor of the swiss public authorities with competences over them;

In the absence of agreement, homonymous canton and municipality designations are assigned to the political municipality concerned.

A party registering a letter/letter two-character domain name under .swiss which matches a ccTLD/codepoint in ISO3166-1 alpha 2 list shall understand and accept that such domain name must be used in a manner that does not represent or imply that either the Registrant or Registrant`s activities are affiliated with a government or a country-code manager if such affiliation, sponsorship or endorsement does not exist.

Registrants of such domain names also understand and accept that the Registry may adopt measures to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that causes confusions with the corresponding country code in connection with the use of a letter/letter two-characters domain, and that those measures may impact such domain name registration, as they may lead to suspension or even cancellation of said domain name if the Registry believes there has been a contravention of any measures of this Registration Policy.

c. Names and abbreviations of the international organisations protected by Swiss legislation may only be registered in favor of those organisations.

4   Reserved names

The Registry can, and, under certain conditions, is required to exclude certain .swiss domain names from registration.

4.1   Names reserved as required by ICANN

ICANN provides a list of reserved domain name categories that the Registry must exclude from registration, except under certain conditions. These conditions are described in Specification 5 of the Registry Agreement.

4.2   Names reserved by the Registry

We reserve, at our sole discretion, the ability:

a. to make certain domain names unavailable for registration, or only allow them to be assigned under certain conditions;

b. the right to determine the time and conditions under which said domain names may be registered and/or how they may be used.

If a reserved letter/letter domain name is allocated by the Registry, the conditions set forth in the 3rd and 4th paragraph of 3.3 b) above will apply to such registration.

5 Allocation process

5.1 Publication Period

Once your .swiss domain name application is submitted, the Registry will examine it and, unless the name is unavailable or the application manifestly does not meet the Syntax Rules and the General Eligibility Requirements set forth in Section 3 of this Registration Policy, it will publish it for twenty (20) days ("**Publication Period**" of the application). During this twenty (20) day Publication Period other applicants may submit a registration application for this same domain name.

5.2 Contention Resolution Criteria

If there is more than one eligible application for the same name, the name will be allocated:

a. to the applying public body or organisation under public law if such organisation is in contention against private applicants and if the applied for name is in itself in the public interest;

b. to the one amongst the applying public bodies or organisations under public law which intends to use the domain in a way offering a clearly superior added value for the Swiss community compared to the other intended uses; if no project satisfies this requirement and if the public bodies or organisations under public law are unable to agree on a single or combined application, the Registry will abstain from allocating the domain name;

c. amongst private applicants:

    i. to the applicant which has a right to a trademark corresponding to the domain name concerned when it is in competition with applicants not benefiting from such a right;

    ii. to the highest bidder in an auction when the applicants have competing rights to trademark corresponding to the domain name concerned, unless an auction appears inappropriate in view of all the circumstances or in view of the applicants involved; the proceeds of the auctions accrue to the Federal coffers;

    iii. if no applicant holds a trademark right:

        - to the one who first submitted the registration request if all applicants are not-for-profit entities and effectively pursue such aims; or

        - to the one amongst the applicants which intends to use the domain in a way offering a clearly superior added value for the Swiss community compared to the other intended uses; if no project satisfies this requirement and if the applicants are unable to agree on a single or combined application, the registry submits the assignment to a drawing of lots or to an auction; the proceeds of the auctions accrue to the federal coffers.

6 Naming mandates

6.1   The domain names which correspond to or which are connected with designations of a generic character with a particular interest for all or part of the Swiss community may only be allocated under a naming mandate. The Registry may draw up and keep up to date a non-exhaustive list of the designations or categories of designation concerned.

6.2   The Registry may allocate domain names under a naming mandate:

a. following a call for tenders, which must conform to the principles of objectivity, non-discrimination and transparency; or

    b. on the basis of a spontaneous candidature.

6.3   Any candidate for a domain which is to be allocated under a naming mandate must:

    a. demonstrate that it complies with the Syntax Rules and General Eligibility Requirements set forth in Section 3 of this Registration Policy (except that of the name not being generic);

    b. demonstrate that it represents all or an important part of the community concerned with the requested designation or that its candidature benefits from the support of all or an important part of this community;

    c. indicate the possible related domain names in German, French, Italian or English which it wishes to integrate into the naming mandate;

    d. demonstrate that the envisaged use of the domain name and the performances or services offered in connection with this name benefit the whole of the community concerned;

    e. demonstrate the manner in which it will ensure that the requirements provided for under title 2 of the Swiss Trademark Protection Act of 28 August 1992 (TmPA, CC 232.11) are complied with by all the products offered using a domain name the designation of which refers to a product, to its characteristics or to a category of products;

    f. demonstrate the extent to which its project provides added value for the community concerned and for the Swiss community;

    g. demonstrate that it meets the conditions prescribed by the Registry regarding to the qualities expected of the domain name or of the desired project;

    h. propose a draft for a naming mandate.

6.4   The Registry will publish the candidatures. Other applicants may submit an application for this same domain name within the 20 days following publication.

6.5   In the event of a multiple candidature, the Registry shall allocate the domain name to the candidate whose project provides an added value for the community concerned and for the Swiss community that is clearly greater than that of the other projects.

6.6   If the Registry cannot make a decision according to the criteria in paragraph 6.5 and the candidates cannot agree on a single or joint candidature, the Registry will subject the allocation to a drawing of lots or to an auction.

6.7   A domain name under a naming mandate is assigned for a specified term and it must be used.

6.8   The Registry provides the naming mandates to third parties which request them; but it may also make them available by a consultation procedure or publish them in another manner. The clauses and annexes containing confidential commercial information will not be communicated.

7 Use of your .swiss domain name

7.1   You are solely liable for the use and operation of your domain name at any time.

7.2   You will ensure that at all times the use of your .swiss domain name is:

    a. generally accepted as legitimate by the Swiss law;

    b. serves the interests of the Swiss community, its image and its political, economic, legal or cultural interests in Switzerland and in the world;

    c. is based on good faith at the time of registration and thereafter.

7.3   Furthermore, you undertake in particular not to:

a. use your .swiss domain name in violation of any rights of third-parties, including any intellectual property rights in the broadest possible sense;

b. use your .swiss domain name to send unsolicited commercial advertisements in contradiction to the Swiss legislation or customary acceptable usage policies of the Internet;

c. distribute malware, abusively operate botnets, resort to phishing, piracy, violate intellectual property rights, use fraudulent or deceptive practices, counterfeit, or otherwise engage in any activity contrary to any applicable law;

d. use your .swiss domain name for the sole purpose of selling it, reselling it or transferring it in some manner to third parties. Furthermore, You will not enable, contribute or willingly aid any third party to do so; and

e. use your .swiss domain name in a manner that, in the Registry's opinion, may damage or bring into disrepute the name, image or reputation of Switzerland, the Swiss Confederation or other Swiss public bodies, the Swiss community in general or the concerned Swiss communities.

8 Refusion/revocation/suspension

8.1 The Registry may refuse, revoke or suspend at any time any application or resulting registration of a domain name in the following cases, without the applicant or registrant being entitled to any reimbursement or compensation from the Registry as a result of such refusal, revocation or suspension:

a. when the name does not initially fulfill or fails to fulfill at a later stage all the requirements set forth in Section 3 of this Registration Policy;

b. when the chosen designation misleads or deceives the public;

c. when it is clear, on the basis of brief examination, that the chosen designation infringes third-party trademark rights;

d. when it is required to comply with any order from a dispute resolution service, court of competent jurisdiction, arbitration tribunal or swiss administrative or prosecuting authority; or with any applicable dispute resolution;

e. when the characteristics or values which underlie the domain oppose its registration or the continuity of its registration;

f. when the chosen designation is contrary to Swiss public order, morality or Swiss applicable law;

g. when it appears that a generic designation allocated as a "regular" domain name should be assigned under a naming mandate; in which case the beneficiary of the naming mandate will pay the former holder compensation which includes all the costs of registration and management of the revoked domain name;

h. when the domain name contains a geographical denomination, which is of particular interest for all or part of the Swiss community and is required by a public body or another public law organisation; in which case the former will pay the former holder compensation which includes all the costs of registration and management of the revoked domain name;

i. when there is reasonable reason to presume that the holder has applied for the domain name or registered it with the sole purpose of harming the reputation of the holder of a legitimate interest in this name or a connected name, or that of a product or service associated with this name in the mind of the public;

j. when there are reasonable grounds to presume that the holder has applied for the domain name or registered it with the purpose of profiting from the reputation of the holder of a legitimate interest in this name or that of a name or product associated with this name in the mind of the public;

k. when it seems necessary, according to the Registry, to avoid any liability on the part of the Swiss Confederation, its agents, officers, directors, representatives and employees.

8.2   The Registry may also refuse your .swiss domain name in the following cases:

a. when technical reasons so require;

b. when the applicant is in a state of bankruptcy, liquidation or in administration proceedings;

c. when it seems necessary, according to the Registry, to protect the integrity, security, and stability of the DNS or the technical infrastructures or registration services of the .swiss registry.

9 Blocking of your .swiss domain name

9.1   The Registry may block at any time any time your .swiss domain name if the following requirements are met:

a. there is reason to believe that the domain name in question is used to:

   i.   access critical data by illegal methods;

   ii.   distribute or use malicious software; or

   iii.   support the acts mentioned in letters i or ii.

b. A service to combat cybercrime recognised by the Registry has submitted a blocking request.

9.2   If the conditions mentioned in paragraph . 9.1 are met, but no blocking request has been transmitted by a service within the meaning of paragraph 9.1, let. b, the Registry may block a domain name technically and administratively for a maximum of five days. It may extend the period in which the domain name is blocked for a maximum of 30 days if:

a. there is justifiable suspicion that the holder has provided false identification information or is unlawfully using the identity of a third party; and

b. there is an urgent need to avert imminent prejudice that cannot easily be remedied.

On the expiry of the fixed period, it will cancels any measure which is not confirmed by a recognised service within the meaning of paragraph 9.1, let. b.

9.3   The Registry will immediately inform the holder electronically of the blocking, while simultaneously asking the holder to indicate, if required, a valid correspondence address in Switzerland and to identify itself within thirty (30) days. If the holder does not comply within the time limit, the Registry will revoke the domain name.

9.4.   The registry will lift the technical and administrative blocking of the domain name thirty (30) days after the execution of a blocking request within the meaning of para.9.1, let. b, unless the Federal Office of Police (fedpol) or another Swiss authority intervening within its sphere of competence has confirmed by decree the measure taken.

9.5. The registry shall redirect data traffic sent to or via a domain name for analysis if the following requirements are met:

a. the domain name concerned is blocked in accordance with paragraph 9.1;

b. the processing of information serves only to identify and notify persons affected by acts under para. 9.1, let. a and to analyse the process so that techniques may be developed to recognise,

stop, limit or track such acts; recorded information that is not related to these acts may not be used and must be deleted immediately;

   c. the redirecting of data traffic for analysis shall be requested by:

      i. a recognised service within the meaning of paragraph 9.1, let. b for a maximum of 30 days,

      2. fedpol.

10 Personal data

10.1   You will provide all the required information to register the domain name, as well as complete and accurate contact details of all individuals or corporate entities associated with the domain name records, as required by the registration process, including:

   a. your full name and/or the name of your organisation, postal address, e-mail address, voice telephone number, and (where available) fax number;

   b. the full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the registered name;

   c. the full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the registered name;

   d. the Enterprise Identification Number (UID);

   e. the intended use of the domain name.

All of the data referred to in this Section 10.1 shall be referred to as "**Registration Information**". Providing Registration Information is mandatory in order to register a domain name.

10.2   You shall immediately correct and update any incorrect or inaccurate Registration Information during the term of the domain name registration.

10.3   The Registry will collect your Registration Information and other information and/or personal data directly and/or from the sponsoring Accredited Registrars for the purposes of registering and maintaining your .swiss domain name and to perform domain name management operations such as transfers, compliance and other. You agree that your Registration Information may be:

   a. processed by the Registry to provide registry services, as required by ICANN;

   b. made publicly available within the limits provided by the ICANN's policies and the applicable swiss data protection legislation through the Whois database service, via which some of the Registration Information can be consulted by anybody with access to the Internet;

   c. sent to a Data escrow provider, that is, the data deposit agent that must provide data escrow services according to Specification 5 of the Registry Agreement with ICANN;

   d. additionally, your Registration Information may be made available to ICANN for inspection.

10.4   The Registry will ensure the security and confidentiality of the Registration Information collected, and protect the latter from loss, misuse, unauthorized disclosure, alteration or destruction.

10.5   With respect to third-party individuals (such as administrative and technical contacts) whose Registration Information you may provide us with (directly or via Your Registrar), you warrant that you have informed them:

   a. of the intended uses and recipients of their Registration Information;

   b. of the means allowing them to access and, if necessary, modify the Registration Information we hold about them either directly or via your Registrar.

10.6   You guarantee that you have obtained from such third-party individuals the corresponding consent to process their personal data in accordance with this Registration Policy.

10.7   The legal basis for the collection and process of Registration information are Art. 11 OID (Log of activities), 13 OID (Processing of Personal data concerning registrars, applicants and holders of domain names), 14 II and IV OID (Dispute resolution services), 15 OID and following (Measures on suspicion of abuse), 16 OID (Administrative assistance and co-operation), 18 OID (Information of the public), 21 OID (Duties of the Registrars to provide information), 23 OID (Obligation of the Registrars to collaborate), 29 OID (Holder's obligations) and 52 OID (Data made available to the public). In addition, the Swiss Federal Act on Data Protection of 19 June 1992 (FADP; CC 235.1) is applicable.

10.8   TheRegistry (and Registrar concerned) must provide reasonable access to Registration Information to third parties on the basic of a legitimate interests pursued by the third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Registered Name Holder or data subject pursuant to Art. 13 I FADP..

Disclosure of personal data will only occur if there is an established legal basis for such disclosure based on a case-by-case assessment. The legal basis for such disclosure might be Art. 14 III OID (in case of URDP and URS), Art. 15 and following and 16 OID (in case of requests by competent authorities) or Art. 13 FADP (based on a legitimate third party interest).

10.9   The Data Processed will be deleted one year after the termination of the Registration Agreement. Specifically, we completely erase contacts from the production system when they are not linked to an active domain for more than one year. This one-year post-contractual retention period is currently mandated by ICANN.

Due to statutory retention obligations (Art. 13 II OID), we keep historical data in a separate access restricted database, stored in secure servers that we control, for a period of 10 years after the termination of the Registration Agreement.

11 Registrant liability

11.1   You will hold the Registry harmless against any third-party claims, complaints, actions, and objections arising from or in connection with any .swiss domain name rights, registrations, uses, or transfers.

11.2   Consequently, you will be liable for the costs of any damages awarded against the Registry further to litigation, preliminary proceedings, or any other claims, including the costs incurred in defending its interests and counsel fees.

12 Dispute resolution

12.1 General Revision Process

Allocations, refusals, revocations and blockings of domain names under this Registration Policy may be challenged through the general Revision Procedure set forth in Sections 27.4 and 31.2 of the OID. Specifically, upon formal request of Revision by the interested party, the OFCOM will take a formal decision (ruling), which can be further appealed before the Federal Administrative Court according to the Federal Act on Administrative Procedure (Administrative Procedure Act, APA, CC 172.021; http://www.admin.ch/opc/en/classified-compilation/19680294/index.html).

You agree to adhere and comply with the resolution of disputes concerning your .swiss domain name under this General Revision Process.

12.2 ICANN's Dispute Resolution Procedures

You agree to adhere and comply with all ICANN's policies and procedures for resolution of disputes concerning your .swiss domain name. Specifically, you agree in particular to submit to the following Dispute Resolution Policies:

a. the Uniform Domain Name Dispute Resolution Policy ("**UDRP**") adopted by ICANN, which can be found at http://www.icann.org/en/help/dndr/udrp/policy and is incorporated into this Registration Policy by reference. Any third-party challenge to your .swiss domain name registration following UDRP Proceedings will be conducted according to the rules available at http://www.icann.org/en/dndr/udrp/uniform-rules.htm, and the selected administrative-dispute-resolution service provider's supplemental rules.

b. the Uniform Rapid Suspension ("**URS**") Policy and URS Procedure adopted by ICANN, which can be found at http://newgtlds.icann.org/en/applicants/urs, as well as to any other dispute policies that may be mandated by ICANN.

13 Modification of this policy

13.1   We reserve the right to modify this Registration Policy at any time.

13.2   We will post any new versions of the Registration Policy on our website, available at http://www.nic.swiss at least one (1) calendar month before it becomes effective.

13.3   On the date of its entry into force, the new version will be immediately applicable to:

a. every new domain name; or

b. to existing domain names as of their first renewal.

13.4   The enforceable version of the .swiss Registration Policy is that available on our website on the date of receipt by our services of your registration request.

14 Governing law and jurisdiction

14.1   This Registration Policy is governed by Swiss Law.

14.2   Any legal controversy that may arise from the interpretation or execution of this Policy shall be resolved through the General Revision Process set forth in section 12.1 of this Policy.