

General Registration Policies

Definitions

This Registration Policy sets forth the terms and conditions, which govern .quebec domain name registrations. In this Registration Policy:

- a. **"Registrant"**, **"You"** and **"Your"** refers to the individual or entity which applies for or wishes to register a .quebec domain name.
- b. **"Registry Operator"**, **"We"**, **"Us"** and **"Our"** refers to PointQuébec, as entity responsible for operating the .quebec Top Level Domain, regardless of whether acting directly or through an authorized agent or registry services provider.
- c. **"ICANN"** means the Internet Corporation for Assigned Names and Numbers.

1. Acceptance of this Registration Policy

1.1 By applying to register a .quebec domain name, or by asking to transfer, maintain or renew Your domain name, You agree to be legally bound by:

- a. This Registration Policy set forth by the Registry Operator of the .quebec TLD, as amended from time to time;
- b. The Registration Agreement provided by the sponsoring registrar through which you applied for a .quebec domain name; and
- c. Any other policies mandated by ICANN from time to time.

1.2 You hereby represent and warrant to Us that the statements that you made in Your Registration Agreement with the registrar sponsoring Your .quebec domain name are complete and accurate.

1.3 You agree and acknowledge that it is Your sole responsibility to determine whether Your .quebec domain name registration and use complies with this Registration Policy.

1.4 Your .quebec domain name shall be in accordance with the syntax norms established by ICANN and by Us, and shall not consist of any of the reserved names established by Us. You acknowledge that a domain name registered against the syntax norms, the reserved names, or this Registration Policy may be cancelled without a refund. We will not be liable in any case for such cancellation.

1.5 We cannot guarantee that You will obtain a desired domain name, even if an inquiry indicates that such domain name is available at the time of Your application.

1.6 You acknowledge and agree that registration of Your chosen .quebec domain name does not confer immunity from objection to the registration or use of the domain name, as set forth in Clause 5 below.

2. Eligibility Requirements

2.1 Nexus with the .quebec community. To register, renew, or accept the transfer of a .quebec domain name you must be an individual or a legal entity with a connection to the .quebec community. This connection means that You as the registrant of the domain name must be able to reasonably demonstrate a link or an interest to the community at the time of registration and throughout the duration of the active registration. The link to the community can be on a linguistic, cultural, tourism, commercial, or any other basis that is conducive (and not detrimental) to the benefit of the Québec community.

Registrations under the .quebec TLD are intended to be made by bona-fide members of the Québec community (as described above), and are subject to the further requirement that the registrant's actions in the .quebec community, as well as the registrant's use of the registered domain name, must be:

- (i) generally accepted as legitimate; and
- (ii) beneficial to the interest of the Québec community; and
- (iii) commensurate with the role and importance of the registered domain name; and
- (iv) in good faith at the time of registration and throughout the duration of the active registration.

2.2 Ongoing Community nexus Review by Registry Operator

Registrants may be, from time to time, required to state or reaffirm their intended use of the registered domain name. A false statement of intended use, or a statement demonstrated to be false at a later time is an indication of bad faith and can be the basis for the suspension of the domain name.

Your Community nexus can be evaluated at any time by the Registry Operator.

Your domain may be subject to random post-registration validation of Community nexus, or through a confirmed report from within the community that demonstrates reasonable circumstances to merit evaluation. Registry Operator will evaluate Community nexus through a compliance program which will review the legitimacy of Your qualification based upon the same criteria that form the basis of the TLD as described in Section 2.1. The ongoing compliance program will regularly be adapted to current needs based on experience and audit findings. Community nexus validation, combined with strong rights protection, are intended as a means to aid in the reduction of abusive registrations, and should ensure a quality .quebec namespace experience.

3. Use of Your .quebec domain name

You, the Registrant, agree that:

- a. You are fully responsible for the registration and use of the .quebec registered domain name. If You allow another person to use your .quebec domain name, You are responsible for their actions and any consequences thereof, and You may be held liable for wrongful use of your domain name (i.e. the domain name for which You are the Registrant) by the third party.
- b. You will use the .quebec domain name in a way that is:
 - i. generally accepted as legitimate; and
 - ii. beneficial to the interest of the Québec community; and
 - iii. commensurate to the role and importance of the domain, according to the judgment that an average user would reasonably make in the context of that domain name; and
 - iv. based on good faith at registration and thereafter.

Names which do not meet these requirements include, among others, those which or whose use may, at the Registry Operator's discretion:

- * Mislead or deceive the public, for instance as to the geographical place they refer to or the official nature of its origin; or
- * Take unfair advantage of the primary meaning or repute attributed by the public to the selected name; or
- * Hamper the potential content, from a public interest perspective, for the domain name in question, keeping in mind the primary meaning of

the name (i.e. whether it is descriptive or generic in nature) and/or the repute attributed by the relevant public to such name.

- d. You will not use Your .quebec domain name in violation of any rights of third-parties, including but not limited to third-party's intellectual property rights in the broadest sense.
- e. You will not, under any circumstances, use Your .quebec domain name to offer third level domain name registrations to independent third parties, either as a commercial or free registry type service, without prior Our authorization.
- f. You will not use Your .quebec domain name to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet.
- g. You will not distribute malware, abusively operate botnets, phish, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeit, or otherwise engage in any activity contrary to any applicable law.
- h. You will not use Your Community nexus for a .quebec domain name for the purpose of trafficking in domain names for use, sale, resale or transfer to those who do not hold a Community nexus. Furthermore, You shall not enable, contribute or willingly aid any third party to achieve the same.
- i. You will not use Your .quebec domain name in a manner that may damage or bring into disrepute the name, image or reputation of the the .quebec community,

4. Reservation of Rights for Compliance

4.1 We reserve the right, in Our sole discretion, to:

- a. Deny or cancel any .quebec domain name applied for or registered in violation of the eligibility requirements or string restrictions set forth in Section 2.1 (i.e. lack of Community Nexus).
- b. Suspend and/or cancel any .quebec domain name registration whose Registrant has lost the nexus with the .quebec Community as required in Clause 2.1. This includes any .quebec domain name registration where evaluation under 2.2 has demonstrated lack of Community nexus, as defined under 2.1.

Our decision to grant, deny and/or suspend Your .quebec domain name under this Clause 4.1 may be challenged through the .quebec Eligibility Restrictions and Reconsideration Dispute Resolution Procedure (ERDRP) referred to in Clause 5.1 c.

4.2 We and Our accredited registrars reserve the right to, in Our sole discretion, deny, suspend and/or cancel Your .quebec domain name registration if:

- a. You fail to follow the this Registration Policy, including but not limited to if you directly or indirectly use Your .quebec domain name in contradiction with any if the obligations set forth in Clause 3;
- b. You willfully provide inaccurate or unreliable Contact Information, or intentionally or negligently fail to promptly update it;
- c. You fail to respond for over ten (10) days to inquiries by the registrar or reseller sponsoring the registration and/or by Us concerning the accuracy of Contact Information associated with Your domain name or another incidence associated to Your .quebec domain name;
- d. You or third parties appear to be engaging in illegal activity in the use of Your .quebec domain name;
- e. Your domain name appears to be infringing upon or is likely to violate the rights of third parties;
- f. You engage in a conduct that may put Us or Our accredited registrars in breach of any applicable Law, governing authority, public policy or third party agreement; and/or
- g. Law enforcement, a Court of Justice or another relevant authority requests that We do so.

In case that We determine lack of compliance, either on this Registration Policy or on data accuracy, You will be contacted to clarify/correct the situation. If not solved in due time (30 days), Your .quebec domain name will be suspended for thirty (30) additional days. Unless the lack of compliance is corrected by this deadline, Your .quebec domain name will be cancelled. You acknowledge and agree that in case of suspension and/or cancellation of your .quebec domain name under this Clause 4.2, you will not be reimbursed any registry fees.

You may challenge Our decision to suspend and/or cancel your .quebec domain name under this Clause 4.2 pursuant the Eligibility Restrictions and Reconsideration Dispute Resolution Procedure (ERDRP).

4.3 We also reserve the right to deny, suspend, modify the status, cancel and/or transfer any registration that it deems necessary (i) to protect the integrity, security, and stability of the .quebec Registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on Our part as well as Our agents, officers, directors, representatives, employees, and stockholders.

5. Submission to Dispute Resolution Policies

5.1 You adhere and agree to comply with all applicable ICANN and Our policies and procedures for resolution of disputes concerning your .quebec domain name. Specifically, You agree to submit the following Dispute Resolution Policies, whose challenges may be brought by any legitimate third party against Your .quebec domain name registration:

- a. The Uniform Domain Name Dispute Resolution Policy adopted by ICANN, which can be found at <http://www.icann.org/en/help/dndr/udrp/policy> (“**UDRP**”), which is incorporated into this Registration Policy by reference. Any third party challenge of your .quebec 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 mandated by ICANN, including but not limited to expedited processes for suspension of a domain name by claims pursued by intellectual property right holders; and
- c. The .quebec Eligibility Restrictions and Reconsideration Dispute Resolution Procedure (ERDRP), which sets out the terms and conditions in connection with any challenge to a decision by Us concerning eligibility to register in .quebec, and which can be found at www.imaq.org.

5.2 You acknowledge and agree that the Registry Operator may not guarantee the continued use of Your .quebec domain name in the case of a successful challenge by a legitimate third party through one of the above dispute resolution mechanisms or by the order of a Court of competent jurisdiction or another competent public authority.

6. Accuracy of the Contact Information

6.1 You agree to provide all the required information of the domain name being registered as well as complete, accurate and reliable contact details from persons or entities associated with domain name records as required by the registration process, including:

- a. Your full name, 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 full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the registered name; and
- e. Any other data element required, in which case the alternative required data elements shall replace and supersede the above-referred data.

All data referred to in this Section 6.1 shall be jointly referred to as "**Contact Information**". Providing Contact Information is mandatory in order to register a domain name.

6.2 You shall immediately correct and update the Contact Information during the term of the domain name registration.

7. Personal Data Protection

7.1 Your Contact Information is collected by the sponsoring Registrar (or its reseller) and will be transmitted to Us and processed by Us for the purposes of registering and maintaining Your .quebec domain name. Specifically, You acknowledge that Your Contact Information will be:

- a. Processed by Us to provide registry services, as required by ICANN;
- b. Made publicly available through the Whois database service, where the Contact Information can be consulted, on a query-by-query basis, by anybody with access to the Internet;

- c. Transmitted to NCC, a reputable escrow agent, to be held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to ICANN. In the event the escrow agreement is released, ICANN or its assignee shall have a non-exclusive irrevocable, perpetual, royalty-free license for any use related to the operation, maintenance or transition of the .quebec TLD.
- d. Additionally, Your Contact Information may be made available to ICANN for inspection.

7.2 We will only process the Contact Information in a manner compatible with these purposes. We will take reasonable precautions to protect the Contact Information from loss, misuse, unauthorized access or disclosure, alteration or destruction, as well as undertaking any other security measure required by applicable Law.

7.3 By applying for a .quebec domain name You agree to the processing of your Contact Information in accordance with this Clause and, specifically, you expressly consent to the use, copying, distribution, publication, modification and other processing and transferring of your Contact Information in a manner consistent with the purposes specified above and with relevant mandatory local data protection and privacy laws.

7.4 With respect to third-party individuals whose personal data You may provide Us with (via your Registrar or Registrar's reseller), You represent and warrant that You have informed such third-party individuals of the intended uses and recipients of their personal data, of how can they access and, if necessary, modify the data We hold about them. You also represent and guarantee that You have obtained from such third party individuals the corresponding consent to process their personal data according to this Registration Policy.

8. Acceptable Characters

8.1 The domain name must consist exclusively of the letters a to z, accented characters à,â,æ,ç,é,è,ê,ë,î,ï,ô,œ,ù,û,ü,ÿ, the hyphen "-" and the numbers 0 to 9.

8.2 The domain name cannot begin or end with a hyphen ("-"). The domain name cannot have two consecutive hyphens ("--"). The domain name cannot exceed 63 characters (excluding the .quebec)

8.3 The domain name are not case sensitive

9. Indemnification

To the maximum extent permitted by applicable Law, You shall fully defend, indemnify and hold the Registry Operator harmless from any and all loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out any dispute in relation to the registration and/or operation of Your .quebec domain name, including but not limited to disputes arising out of or in relation with the breach of Clause 3.

10. Policy Modifications

We reserve the right to modify this Registration Policy at any time. We will post the revised Registration Policy at at least thirty (30) calendar days before it becomes effective.

Unless this version of the Registration Policy has already been invoked by the submission of a complaint or dispute under this Policy, in which event the version of this Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon You with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of Our change.

In the event that You object to a change in this version of the Registration Policy, Your sole remedy is to cancel Your .quebec domain name registration, provided that You will not be entitled to a refund of any registry fees. The revised Registration Policy will apply to You until You cancel Your domain name registration.

The latest update of these registration policies will be found at policies.registry.quebec