

1. General

A registrar is entitled to register ENUM domain names in the ENUM system and to remove ENUM domain names from the ENUM system in accordance with the agreement to act as an ENUM registrar and the appendices attached to it.

2. Definitions

"Registrar agreement"

means the agreement to act as an ENUM registrar and the appendices attached to it.

"General conditions of agreement"

means these general conditions of agreement for acting as an ENUM registrar attached to the registrar agreement.

"Interface description"

means the interface description documents attached to the registrar agreement.

"Price list"

means the price list attached to the registrar agreement.

"Registrar"

means the actor identified in the registrar agreement who forwards registrations of ENUM domain names to FICORA.

"Party"

means either FICORA or the registrar.

"Parties"

means both FICORA and the registrar.

"End customer"

means the customer of the registrar for whom the ENUM domain name is registered.

"Service"

means the service provided by FICORA that has been defined in condition 5.

"Intellectual property rights"

means all copyrights and other rights, trademarks, business secrets, patents, utility models, know-how, business names and domain names including all related rights based on law or agreement, all other registered or unregistered intellectual property rights and the applications submitted in Finland and in other countries for protection for the intellectual property rights.

"ENUM system"

means the ENUM Management System database maintained by FICORA.

"Zone file"

means a file created by the ENUM system that includes information on valid ENUM domain names and the name servers they use.

"ENUM domain name"

means a domain name entered into the ENUM system that is based on the 8.5.3.e164.arpa domain in accordance with the Internet name server system and formed of a traditional telephone number or telephone number range.

"Valid ENUM domain name"

means an ENUM domain name entered into the ENUM system that is saved in the Zone file.

"Removal of an ENUM domain name"

means the removal of an ENUM domain name from valid ENUM domain names so that the ENUM domain name is no longer saved in the Zone file.

"Validation entity"

means the telecommunications operator which offers a service to the telephone number corresponding to the ENUM domain name. The telecommunications operator uses a password to control whether the registrar is entitled to register a certain ENUM domain name.

"Validation of the right of use"

means the control by the validation entity to ensure that the registrant has the right to register the ENUM domain name.

"Revalidation of the right of use"

means the control by the validation entity to ensure whether the right to use an ENUM domain name is still valid.

"Tier 1 name server"

means a name server to which the Zone file is transferred and which receives ENUM queries. Tier 1 maintains the country code level 8.5.3.e164.arpa.

"Tier 2 name server"

means a name server for a certain ENUM domain name pointed to the Tier 1 name server.

3. Coming into force of the agreement and agreement period

The registrar agreement comes into force when the registrant has delivered the original copies of the signed registrar agreement and the appendices attached to it to FICORA and FICORA has signed the registrar agreement.

FICORA may terminate the registrar agreement with a notice of six (6) months. The registrar may terminate the registrar agreement with a notice of one (1) month. The termination of the registrar agreement must be done in writing.

4. Cancellation of the agreement

FICORA is entitled to cancel the registrar agreement immediately if the registrar is declared bankrupt or placed into liquidation, or if the registrar does not pay the listed registration and annual fees.

FICORA is also entitled to cancel the agreement immediately if the registrar commits a fundamental breach of agreement. A breach of agreement is considered to be fundamental if, for example, the registrar acts or uses the service in violation of the conditions of the registrar agreement.

5. FICORA's service

FICORA offers a service that the registrar can use to register ENUM domain names.

The registrar can use the service to register new ENUM domain names in the ENUM system and to remove such ENUM domain names from the system that it has registered.

The service must be used in accordance with the interface description.

An ENUM domain name is registered in the ENUM system provided that the registration request is sent in the form required by the ENUM system and the validation of the right to use the ENUM domain name has been successfully completed.

FICORA creates a Zone file of the valid ENUM domain names and moves the file to the Tier 1 name server.

An ENUM domain name entered into the ENUM system is valid until it is removed.

FICORA may remove an ENUM domain name if the ENUM domain name does not pass FICORA's revalidation of the right of use or the validation entity otherwise notifies FICORA that the right to use the telephone number on which the ENUM domain name is based as an ENUM domain name has expired. In addition, FICORA may remove the ENUM domain name if the registrar has not paid the listed fees or if the agreement between FICORA and the registrar has been terminated by notice, cancellation, or any other way. An ENUM domain name may be removed immediately after the grounds for removal have been established.

FICORA may restrict the use of the service if the equipment or software used by the registrar to establish a connection to the service does not accord with the registrar agreement or disturbs the service. The use of the service may be restricted until the fault has been corrected.

FICORA does not guarantee that the service is continuously available or otherwise faultless.

6. Registrar's right of use

The registrar has the right to use the service when the registrar agreement is in force. The registrar does not have a right to transfer or assign the right or part of the right to use the service.

7. Registrar's liabilities

The registrar is liable to fulfil the obligations imposed upon it in the registrar agreement.

The registrar is liable to ensure that the equipment and software needed to use the service meets the conditions of the interface description.

The registrar is liable for the registration fees and annual fees for the ENUM domain names it has registered in the ENUM system.

The registrar is liable to use the service in compliance with the registrar agreement. If any equipment or software used by the registrar to establish a connection to the service does not meet the conditions of the interface description or disturbs the service, the registrar is liable to stop using it until the fault has been corrected.

The registrar is liable to notify FICORA in writing without delay of any changes to the registrar information in the registrar agreement.

The registrar is liable to inform the end customer of the conditions and restrictions related to registering an ENUM domain name or removing it from the register. In addition, the registrar must inform the end customer of the risks related to the free availability of the information entered into the Tier 2 name servers (such as secret telephone numbers and junk mail).

The registrar is liable to immediately forward to FICORA the requests for registration and removal from the register received from customers.

8. Effects of the termination of agreement

The registrar's right to use the service ends when the term of the registrar agreement expires for any reason.

Termination of the registrar agreement by notice, cancellation or any other way does not eliminate the registrar's liability to pay the fees determined in accordance with this agreement. Thus, the registrar is liable for the registration and annual fees for the ENUM domain names it has registered in the ENUM system even after the agreement has been terminated.

9. Changes to the agreement

FICORA has the right to make changes to the registrar agreement and the appendices attached to it by notifying the registrar of this at least one (1) month before the change becomes effective. When the changes become effective, they become automatically part of the agreement and replace the previous part.

The registrar may be notified of the change by, for instance, an e-mail message sent to the registrar's e-mail address defined in the registrar agreement.

If the registration fees and annual fees laid down in the decree of the Ministry of Transport and Communications on certain fees of FICORA are changed, the annual and registration fees collected in accordance with the registrar agreement shall immediately be changed accordingly. FICORA aims to notify the registrar of the changed prices at as early a stage as possible.

If the fees are changed during the invoicing period, the fees shall be collected in accordance with the decree of the Ministry of Transport and Communications on certain fees of FICORA in force.

10. Terms of payment

The registrar is liable to pay to FICORA the registration and annual fees given in the price list. The invoicing period and invoicing terms are determined in accordance with the price list.

11. Changes to the service

FICORA has the right to develop and make changes to the service.

FICORA is not liable for any costs incurred to the registrar due to the development of and changes made to the service.

12. Intellectual property rights

FICORA has full ownership of and all intellectual property rights to the service, parts of the service, information included in the service and the databases of the service.

13. Secrecy

For FICORA's part, the Act on the Openness of Government Activities (621/1999) is applied to the access to documents, secrecy and officials' duty of non-disclosure.

The documents and other material delivered by FICORA to the registrar are confidential and they or the information they contain may not be disclosed to a third party without the written consent of FICORA.

14. Limitation of risk

The parties are not liable for any indirect damages. FICORA's liability for damages does not in any case exceed the registration and annual fees paid by the registrar to FICORA during the year on which the claim is based.

The limitations of risk do not, however, apply to a damage caused intentionally or by gross negligence.

The parties are not liable for such delays and damages that have verifiably resulted from circumstances beyond the party's control that the party cannot be expected to have taken into account at the conclusion of the agreement and the consequences of which could not have been avoided or overcome without unreasonable economic investments and/or investments of time.

15. Assignment of agreement

The registrar does not have the right to assign the registrar agreement without the written consent of FICORA.

If FICORA assigns an operation related to the service to another party, it has the right to assign the registrar agreement to the party continuing the operation.

16. Applicable law

Finnish law shall be applied to the registrar agreement.

Disputes concerning the application of this agreement are to be decided by Helsinki District Court.