

Rules for the Allocation of Domain Names under the .il (Israel) Top Level

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A. Application & Allocation Process

The Internet Society of Israel ("ISOC-IL"), a non-profit organization mandated to advance the use of the Internet in Israel, has been delegated the authority by IANA to allocate Domain Names in Israel under the Top Level Domain.

Under the .IL Top Level Domain, third level Domain Names will be allocated under a limited number of secondary level domains in the following format: Third level.Secondary level.IL (e.g., in the name "ISOC.ORG.IL" "ISOC" is the third level domain, and "org" is the secondary level domain.).

1. The Application

1.1. Application Form: The allocation process will be initiated by submission of the completed application form in English by e-mail. The application incorporates the Rules.

Please note the binding effect of the application.

1.2. Applicant: Application may be made by anyone who will hold the Domain Name ("Holder" or "Party Applicant" for the benefit of the Domain Name Holder (collectively "Applicant").

2. Allocation of Third Level Domain Names

Third level Domain Names will be allocated, based on the nature of the Domain Name Holder, into the following categories:

2.1. K12.IL - for kindergartens, elementary schools, and high schools (Ministry of Education and Higher Education)

2.2. ORG.IL - for non-commercial organizations;

2.3. AC.IL - academic institutions of higher education; ISOC-IL has delegated responsibility for the allocation of .AC.IL domains to the Inter University Computation Center (IUCC). Within this Second Level Domain, .AC.IL Domain Names authorized by IUCC will be allocated.

2.4. GOV.IL - for governmental organizations;

ISOC-IL has delegated responsibility for all GOV.IL domains to the Government Internet Committee in the Ministry of Finance which has overall responsibility for network planning and implementation for the Israeli government. For any GOV.IL domain, send your request to registrar@itpolicy.gov.il by electronic allocation form <http://www.itpolicy.gov.il/registrar>. The government registrar will allocate domain names that abide by the rules of gov.il allocation, created by the Committee, and posted at <http://www.itpolicy.gov.il/registrar>.

2.5. MUNI.IL - for municipal and local government authorities; Names within the MUNI.IL domain are allocated to all municipal entities within the State of Israel, and to the Settlements in Judea, Samaria and Gaza areas. In all cases, domains will be allocated only to the formal representative of municipal entities. If there are more than one entity representing a settlement, the civil entity will typically be allocated while the municipal entity will be allocated MUNI.IL).

The names allocated under the MUNI.IL domain will be according to the formal "List of Settlements" published regularly by the Central Bureau of Statistics in the Prime Minister's office. Requests for a different spelling (only) for a Domain Name may be submitted to ISOC-IL, provided that:

- There is a letter, signed by the head of the municipal entity, on municipal stationery, that states the desired spelling;
- There is no prior allocation (or pending allocation) of the Domain Name requested; and
- The Domain Name requested represents only a different spelling of the formal name of the entity, and no other change as compared to the formal "List of Settlements".

2.6. NET.IL - for Internet Service Providers holding a valid Internet operating license from the Ministry of Communications;

2.7. CO.IL - for commercial organizations;

2.8. IDF.IL - for Israel military entities; ISOC-IL has delegated responsibility for all IDF.IL domains to the IDF Central Computing Facility (MAMRAM). Within this Second Level Domain only Domain Names authorized by IDF (at present by way of MAMRAM), will be allocated.

ISOC-IL may require evidence to support the Domain Name Holder's relation to a specific category of entity as a condition for allocation. ISOC-IL may amend the list of secondary level Domain Names without notice.

3. The Examination

ISOC-IL will process the application and consider, based on the Rules in force at the time the application is submitted, whether to accept the third level Domain Name. Examination will be made on a "first-come, first-served" basis.

The technical 'clocking-in' system as utilized by ISOC-IL, and as may be changed from time-to-time, is determinative of which application is 'first-to-apply, first served'. It should be noted that "clocking-in" commences only upon receipt of a valid and complete application form by the registrar.

3.1. Bars to Allocation

The following Domain Names will not be accepted for allocation:

(a) **Prior Records**

Domain Names already allocated or for which an application is pending.

(b) **Non-Compliance**

Domain Names which do not comply with the Rules in effect at the time the application is submitted. For more information, please visit <http://www.isoc.org.il/domains>.

(c) **Offensive**

Obscene words and names incorporating foul language or names that otherwise do not comply with the laws of Israel.

(d) **Barred By Law**

Names that are injurious to public order or to public sensibilities or otherwise do not comply with the laws of Israel.

Israel.

(e) Size

Domain Names shorter than 3 (three) characters.

(f) Additional Limitations

A third level Domain Name may not be identical to any existing Top Level Domain name in the Internet (at the time of application), and may not be the string "www".

3.2. Other Criteria

(a) Maximum Number of Allocations

Ten (10) Domain Name allocations will be allowed per a single Holder. ISOC-IL may consider to allow the allocation of additional Domain Names, upon demonstration of a need for addition

(b) Defects in Applications

ISOC-IL may reject an application that has not been completed correctly and in full.

3.3. Conclusion of Examination

(a) Rejection

If the Domain Name is not accepted, ISOC- IL will notify the Applicant and return any payment

(b) Conditional Allocation

Domain names meeting the criteria set in the Rules will be conditionally allocated, pending payment of allocation fee by Applicant as stated below.

(c) Reservation on responsibility

The examination of the application and the allocation of the Domain Name shall not be a guarantee that the Domain Name is valid and entitled to be used under Israel law, and the ISOC-IL or its employees shall not be responsible whatsoever because the Domain Name was allocated.

4. Allocation

4.1. Fees and Payment

The Applicant will pay the initial allocation fee as published on the application form submitted immediately (via remote credit card charging), or within one month after the issue of ISOC-IL's

Receipt of payment of the fee by ISOC-IL will conclude the allocation process.

Until payment is received in full, the allocation will not be deemed complete. The conditional allocation may be cancelled for lack of payment any time after payment is due, without prior notice.

4.2. Duration of Allocation The initial allocation period for a Domain Name is 2 (two) years from the date the application was received by ISOC-IL.

4.3. Third Party Beneficiary Domain Names are allocated to the Holder. If the application was submitted by another party on behalf of the Holder, the person who holds the Domain Name is the third party beneficiary of the contract between the Applicant and ISOC-IL. Holding the Domain Name is conditioned upon the acceptance of the Rules on the application form.

4.4. Active Domain Name Servers Delegation

(a) For allocated active Domain Names there must be an operational primary and an operational secondary

Domain Name System (DNS) name server. Both name servers need permanent IP connectivity (for queries and zone transfers) in order that they can be easily checked for operational status and accuracy at any time by ISOC-IL.

(b) Where the Holder has failed to provide at least one active DNS name server within one year of allocation of a Domain Name, ISOC-IL may remove the Domain Name from the Allocation Register on its own initiative or in response to a request made by a third party after one year.

5. Renewal

5.1. Due Date, Fees and Notices

(a) ISOC-IL may require renewal of a Domain Name allocation by the Holder. Renewal of a Domain Name allocation is for a period of two (2) years. The renewal Applicant will file the renewal application in full. The fee for renewal is in the amount published on the application form from time to time.

(b) Renewal is due two (2) years from the date of allocation of the Domain Name.

(c) ISOC-IL will make an effort to transmit the renewal notice by e-mail to the Holder's address in the Allocation Register, but will not be responsible for notifying the Holder of the renewal date. The Holder is obliged to notify ISOC-IL of any changes in the information provided in the original application and allocation details. ISOC-IL may post notices regarding the requirement for renewal of Domain Name on <http://www.isoc.org.il/domains> and in one newspaper. The interactive renewal application form filed is available on <http://www.isoc.org.il/domains>.

5.2. Failure to Renew

If the Holder has failed to submit a renewal application as may be required by ISOC-IL within the period of the renewal date, or has failed to pay the renewal fee within thirty (30) days of the issue of the invoice, ISOC-IL may cancel, without prior notice, the Domain Name allocation. Until formal notice is received from the Allocation Register, the allocation will be valid.

5.3. Examination of Renewal Application

(a) No examination of the third level Domain Name will be conducted in the examination of a renewal application.

(b) ISOC-IL may reject a renewal application that has not been completed correctly and in full.

B. Records and Changes

6. Transfer

6.1. Procedure

Transfer of a Domain Name to another Holder will be made by application to ISOC-IL, submitted by the Applicant. The new Holder will pay the transfer fee as published on the application form to ISOC-IL one month of the application to transfer. The original Holder is required to confirm the transfer of the Domain Name. No other method of transfer is permitted.

6.2. Binding Effect

The new Holder of the Domain Name is bound by the Rules in effect at the time of any transfer. The new Holder requires evidence to support the new Holder's relation to a specific secondary level domain category.

condition of the validity of the transfer.

6.3. Allocation

ISOC-IL will allocate and record the details of the new Holder to whom the allocated Domain is transferred upon completion of the transfer procedure. The date of renewal following a Domain will be no less than 2 (two) years from the date of the transfer.

7. Porting

Domain Names may be ported from one Internet Service Provider ["ISP"] to another ISP if the directs. ISOC-IL will not charge for this service.

8. Relinquishment of Domain Name

A Domain Name may be relinquished by the Holder upon notice to ISOC-IL. No refund of fees by ISOC-IL for any 'time remaining' on the allocation or renewal.

9. Cancellation and Reversion

9.1. Exceptional Circumstances

ISOC-IL may cancel an allocation of a Domain Name in the following circumstances by an e-mail to the e-mail address of the Holder:

- (a) where to maintain the allocation would put ISOC-IL in conflict with statutory obligations or an Israeli Court Order.
- (b) upon the decision by the Advisory Committee (See Section E Supra) or an Arbitration Panel

9.2. Removal

9.2.1 The Domain Name may be removed from the Allocation Register and become available:

- (a) in the event that a Domain Name's conditional allocation is cancelled.
- (b) due to failure to provide at least one active DNS name server within one year from allocation of the Domain Name.
- (c) due to non-payment of the transfer fees.
- (d) due to non-compliance with the transfer requirements.
- (e) Due to non-compliance with the renewal requirements.

9.2.2 ISOC-IL will not allocate a Domain Name removed unilaterally by ISOC-IL from the Allocation Register to a new Holder for a period of 30 days, in order to allow the current Holder time to seek the advice of the Advisory Committee or court review of such decision. This 30 day waiting period applies only to Domain Names removed unilaterally by ISOC-IL from the Allocation Register and not to Domain Names transferred to a new Holder or voluntarily removed from the Allocation Registers by the current Holder.

C. Public Information on Domain Names

10. Domain Name Allocation Register

A list of allocated Domain Names and information included in the application form may be displayed and searched.

11. Updated Information

The Holder is obliged to notify ISOC-IL of any changes in the information provided in the original or in the allocation details.

D. General

12. Correction of clerical error

The ISOC-IL may, upon request of the Holder or at its own initiative and with the Holder's consent, correct clerical errors in the Domain Name Allocation Register.

13. Modification of these Rules

These Rules may be amended from time to time by the ISOC-IL. All amendments will be available at <http://www.isoc.org.il/domains>. ISOC-IL shall not be obligated to review existing allocations as amended.

14. Notices Any notices from ISOC-IL will be sent by e-mail and will be deemed delivered two hours after dispatch. Any notices and forms to be sent to ISOC-IL should be sent to registrar@isoc.org.il and will be deemed received upon acknowledgment via return e-mail by ISOC-IL.

All forms required to be filed with ISOC-IL are available at <http://www.isoc.org.il/domains>.

E. Advisory Committee

15. ISOC-IL Not Arbiter of Disputes

Applicant acknowledges and agrees that ISOC-IL cannot act as an arbiter of disputes arising out of the allocation and use of a Domain Name. Any disputes between Parties who claim the same Domain Name should be resolved between the Parties themselves. The ISOC-IL will not become involved in such disputes and ISOC-IL will make no determinations with regard to use of or the respective rights between the Parties and any Challenger to the allocation of a Domain Name.

16. Constitution of Advisory Committee The Advisory Committee is an independent committee for expedited resolution regarding allocation of Domain Names under these Rules. The Advisory Committee will include, inter alia, a consultative board of Internet and trademark specialists who will be composed of a panel of three on a rotational basis, subject to any conflicts of interest identified by a committee.

17. Arbitration Rules Not Applicable

The Advisory Committee or Advisory Committee Panels are not acting as an arbitrator, as defined in the Arbitration Law of Israel. Applicant acknowledges and confirms that agreeing to dispute resolution under these procedures does not constitute agreement to arbitration, and that the Arbitration Law of Israel does not apply to such expedited resolution procedures.

18. Court Option

18.1. Petition to the Advisory Committee in no way precludes access or petition to an Israel Court.

18.2. Petition to Advisory Committee during legal proceedings:

(a) If Petition to Advisory Committee was submitted while proceedings for an infringement or cancellation of that Domain Name are pending before the Court, then the Advisory Committee the application only with permission by the Court.

(b) If the permission is given, then the Advisory Committee shall decide on the petition after it the parties to those proceedings an opportunity to bring their arguments before the Advisory Co

(c) If Court proceedings for infringement or cancellation of a Domain Name are instituted after submitted to the Advisory Committee, then the Advisory Committee shall continue to hear the the Court made no other order on that matter.

19. Nature of Disputes

The Advisory Committee is designed for expedited resolution of the following disputes regarding Domain Names allocated according to these Rules within Israel only:

19.1. Applicant's Dispute Against Refusal to Allocate

Any Applicant who disputes the refusal of the allocation of a requested Domain Name may request reconsideration of the decision upon petition to the Advisory Committee.

19.2. Holder's Dispute Against Cancellation of Allocation

Any Holder whose Domain Name has been revoked for non-compliance with these Rules may request reconsideration of the allocation upon petition to the Advisory Committee.

19.3. Third Party Disputes

Any person or organization who disputes the allocation of a Domain Name to a Holder ("Challenger") may request reconsideration of the allocation, including transfer of the allocation to the Challenger upon application to the Advisory Committee.

19.4. ISOC-IL

ISOC-IL may request an advisory opinion from the Advisory Committee regarding Domain Name Allocations.

19.5. Disputes Not Reviewed

The Advisory Committee will not review:

(a) preliminary exclusions regarding Domain Names. Each dispute will be evaluated on a case-by-case basis.

(b) the validity of a Domain Name allocation that was allocated prior to the adoption of these Rules.

20. Procedure

Subject to these Rules, the Advisory Committee Panel may conduct proceedings in such a manner as may be appropriate. The procedures set forth in this Section 19, regarding the Advisory Committee, may be amended from time to time by a two-thirds majority of the full Advisory Committee in consultation with the Registrar.

20.1. Petition

A petition to the Advisory Committee shall be sent via e-mail to appeal@isoc.org.il and should include the following material on which the Advisory Committee Panel may make a determination, including:

(a) the names, addresses, telephone, e-mail or other communication references of the Parties;

(b) a brief statement of the nature of the dispute.

20.2. Appointment of an Advisory Committee Panel

The Advisory Committee will notify the Parties, via e-mail, of the identity of the three member the Panel. A party may request, no more than twice, the exclusion of a specific member of the Panel on grounds of a conflict of interests.

20.3. Language of Submission of Materials

(a) Unless otherwise agreed by the Parties, the language of the proceedings shall be English, subject to the power of the Panel to determine otherwise, having regard for the Parties and the circumstances of the proceedings.

(b) All information transmitted by e-mail shall be in English. All documents submitted must be in Hebrew. The Panel may order that documents in languages other than Hebrew or English be translated in whole or in part into either Hebrew or English.

20.4. Notification

The Advisory Committee shall notify ISOC-IL of any petition filed. ISOC-IL may submit any materials relevant to the Advisory Committee Panel's determination.

20.5. Right to Respond

In the event of a challenge to a current allocation, a copy of the petition and all submitted materials shall be sent, via e-mail, to the Holder. The Holder may submit any materials relevant to the Advisory Committee Panel's determination within fifteen (15) days (hereinafter "Statement of Response").

20.6. Additional Material

The Advisory Committee Panel may ask the Parties to provide additional material relevant to its determination.

20.7. Hearing

No party will have the right to call for a hearing at which witnesses will be examined. The Advisory Committee Panel may invite the Parties or witnesses to appear.

21. Decisions of the Advisory Committee Panel

21.1. Majority

A Decision will be made by a majority of the Advisory Committee Panel members. The Advisory Committee Panel will decide, having due regard to the determinations made by other Panels, under these Rules.

21.2. Ex-Parte Decisions

After notification to the Parties, should one party refuse to respond to or provide information to the Advisory Committee Panel, the Advisory Committee Panel may make its determination on the material presented by the party alone.

21.3. Timing and Publication of Decision

The proceedings should, whenever reasonably possible, be declared closed within thirty (30) days after the delivery of the Statement of Response or the establishment of the Advisory Committee Panel, whichever event occurs later. The final determination should, whenever reasonably possible, be made within thirty (30) days after the closure of the proceedings. The Advisory Committee Panel will issue its decision stating the grounds for its determination. The Advisory Committee Panel may also refrain from issuing a decision regarding a dispute if it determines that the case is not suitable for expedited resolution procedure. The Advisory Committee Panel will publish its decision at the ISOC-IL "website" at <http://www.isoc.org.il/domains>.

21.4. Decision Not Made In Timely Manner

Where the Advisory Committee Panel has not issued a decision within 60 (sixty) days after either

of the Statement of Response or the establishment of the Advisory Committee Panel, then it will have made no decision. Such non-decision by the Advisory Committee Panel shall have no prejudice on the subject dispute.

22. Decision Binding

ISOC-IL will be bound by any decision of the Advisory Committee Panel regarding the denial of the allocation of a Domain Name, subject to modification or reversal by an Israeli Court Order.

23. Notice

In the case where the Advisory Committee Panel has issued a decision that ISOC-IL should revoke allocation of a Domain Name, or where a Domain Name will be transferred to a Challenger, ISOC-IL will notify the current Holder of the intended revocation or transfer no less than 30 (thirty) days before such change. This notification is intended to allow the current Holder time to seek court review of the decision.

24. Expenses

The expenses of the Advisory Committee shall be borne in equal share by the Applicant or Holder and Challenger, unless otherwise determined by the Advisory Committee. A Table of Expenses is available at <http://www.isoc.org.il/domains>.

25. Exclusion of Liability

Except in respect of deliberate wrongdoing, any member of a Panel or Advisory Committee constituted under these Rules, shall not be liable to a Party for any act or omission in connection with any proceedings under these Rules.

F. Special Holder's Undertakings and Representations for the Allocation of Domain Names
The Rules form part of the contract between the Applicant and ISOC-IL and continue if and when the Applicant becomes a Holder and prevail over any other representations made by ISOC-IL.

26. Holder's Representations

26.1. Holder represents and warrants that the allocation or use of the Domain Name by the Holder will not infringe the legal rights of a third party.

Holder agrees that ISOC-IL is not responsible for the use of any Domain Name, and in particular, where such use conflicts with trade marks, registered or unregistered, or with rights to names in other contexts.

26.2. Holder warrants that all information provided to the ISOC-IL is true and accurate, and that any misrepresentation is grounds for rejection of the application or removal of the allocation.

27. Holder's Agreement

27.1. Holder Agrees:

(a) to allow ISOC-IL to make available to the public, for review and search, all of the information contained in the application.

(b) to submit to a decision made by the Advisory Committee or its Panel. This section does not affect an individual's right to go to court or arbitration to resolve disputes regarding a Domain Name.

27.2.

Except in respect of deliberate wrongdoing, any member of a Panel or Advisory Committee constituted under these Rules, shall not be liable to a Party for any act or omission in connection with any proceedings under these Rules.

these Rules, shall not be liable to a Party for any act or omission in connection with any proceeding under these Rules.

28. Holder and Third Party Indemnification

Holder, or any person or organization that disputes the allocation of a Domain Name, undertakes to indemnify ISOC-IL and its servants, agents, contractors, employees, Council of Management and members ("ISOC-IL") and the Advisory Committee members, servants, agents, contractors and employees ("Advisory Committee") and shall hold ISOC-IL and the Advisory Committee harmless from any loss, damage, liability, claim or expense resulting from:

- (a) any claim regarding ownership of, or right to use, the Domain Name in question;
- (b) any loss, claim, suit or other damage arising from any allocation, cancellation, removal, put or denial of use of any Domain Name; or
- (c) any claim or expense resulting from a claim or claims asserted by a third party regarding ownership or right to use, the Domain Name in question.

29. Limitation of Liability

ISOC-IL's liability is limited to the application fee.

30. Governing Law & Jurisdiction

This contract shall be governed by Israeli Law, and the Applicant and ISOC-IL submit to the exclusive jurisdiction of the District Court of Jerusalem and Tel Aviv-Yaffo.

Summary of Amendments
