Registration Rules

Rules for the Allocation of Domain Names Under

the Israel Country Code Top Level Domain (".IL")

Please note that your approval of the Registration Rules also signifies

your approval and acceptance of the rules and procedures governing

ISOC-IL's dispute resolution mechanism (IL-DRP), as further detailed

is Section F of the Registration Rules

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A. Introduction

1. The Internet Society of Israel (RA) ("**ISOC-IL**"), a non-profit organization whose purpose is to advance the use of Internet in Israel, is the authorized (by IANA) Domain Name Registry ("**Registry**") of the IL country code Top Level Domain ("**ccTLD**").

2. A Domain Name is a name registered on the ISOC-IL Registry database and in the global Domain Name System ("**DNS**"). The allocation of a Domain Name to a holder, grants the holder with a right-of-use for the allocation period, as part of the Domain Name resolution service provided by the Registry. A Domain Name is not subject to proprietary rights and accordingly, the aforementioned right-of-use does not constitute ownership or bestow property rights.

   On May 19, 2020, ISOC-IL has suspended the possibility to register Hebrew Domain Names (as defined below) in the Registry, as part of an administrative and technological process by ISOC-IL to operate a Hebrew country code Top Level Domain in the future. Hebrew Domain Names registered before the above date and time will continue to be managed without change as provided in these Registration Rules.

3. On November 1st, 2016, ISOC-IL stopped registering and renewing Domain Names directly and is now focused on the management of the Registry. The registration and management of Domain Names in the Registry is now made through the ISOC-IL AR's only. Upon the expiration of the allocation period for each Domain Name currently

managed by ISOC-IL, the Domain Name Holder will be required to choose an AR to which the Holder wishes to transfer the management of its Domain Name. Further information on this matter may be found on the ISOC-IL website. ISOC-IL reserves the right to return and act as a registrar of Domain Names, in addition to managing the Registry, at any time and without prior notice, in the manner ISOC-IL has done until the date specified above. The terms of this Section 3 will not apply with regard to the SLD .k12.il, which ISOC-IL will continue to manage directly.

B. Name Space Structure and Syntax Rules

4. Second Level Domain Names, Allocation of Third Level Domain Names

4.1. Within the IL ccTLD, third level Domain Names ("**Registered Domain Name**", "**3LD**") will be allocated within a limited number of second level domains ("**SLD**") in the following format: <3LD>.<SLD>.IL. For example, in the domain name isoc.org.il, "isoc" is the 3LD, and "org" is the SLD.

4.2. Under the following SLDs, domain names will be allocated to any person or other legal entity:

a) **.co.il** - primarily intended for entities operating for-profit.

b) **.org.il -** primarily intended for non-profit entities.

4.3. Under the following SLDs, Domain Names will be allocated on the third or fourth level (depending on the SLD) to the following entities only:

a) **.net.il -** Internet Service Providers (ISP) holding a valid license from the Israeli Ministry of Communications that govern the provision of a service.

b) **.ac.il –** Academic institutions of higher education that have been recognized as such by the Israel Council for Higher Education ("**MALAG**"). Under this SLD, only Domain Names authorized by MALAG will be allocated.

c) **.gov.il -** Governmental entities of the State of Israel. For information relating to registration under this SLD, please refer to the Governmental Internet Committee website at:

http://www.itpolicy.gov.il/registrar/gov_il.htm

d) **.idf.il -** Israel Defense Forces entities. Under this SLD, only Domain Names authorized by the IDF Central Computing Facility ("**MAMRAM**") will be allocated. Applicants seeking allocation under this SLD should contact MAMRAM directly.

e) **.k12.il –** for kindergartens and schools as classified by the Israeli Ministry of Education. Allocation under this SLD is made in the fourth level, in the following format:

<name of institution>.<town>.K12.IL.

Any deviation from this format is subject to prior approval of the Israeli Ministry of Education.

All provisions in these Rules which apply to Third Level Domain Names, will also apply to Fourth Level Domains registered under this SLD.

f) **.muni.il -** for municipal and local government authorities.

1. Domain Names under this SLD are allocated to municipal authorities within the State of Israel. Allocation of Domain Names under this SLD will be made in accordance with the official "List of Settlements" published by the Central Bureau of Statistics.

2. In the event of there being more than one entity representing a settlement,

only the municipal authority will be allocated a name under this SLD.

3 .Requests for different spelling (only) from the spelling in the official "List of Settlements" may be submitted to the Registry, provided that:

- The request is supported by a letter, signed by the head of the municipal authority, which details the desired spelling; and -

- There is no prior or pending allocation of a Domain Name spelled according to the official "List of Settlements"; and -

- The Domain Name requested only represents a spelling which is different from the formal name of the municipal entity as appearing on the official list.

4.4. ISOC-IL may amend the list of SLDs without prior notice.

4.5. At its sole discretion, ISOC-IL may require evidence to support the Applicant's compliance with requirements for registration of a Domain Name under an SLD specified in Section 4.3, as

condition for the allocation or for the renewal of such a Domain Name.

4.6. ISOC-IL may refuse to renew a Domain Name under an SLD specified in Section 4.3, or to suspend a Domain Name's activity, if the Holder does not meet any of the requirements specified in Section 4.3 at the time of the requested renewal of the Domain Name.

For clarity – the meaning of suspending the activity of a Domain Name, in the cases detailed in these Rules, is the removal of the active DNS name servers delegation of such Domain Name ("**Domain Name Suspension**"). Suspension of a Domain Name may be temporary or permanent (until the Domain Name is deleted or the termination of its allocation period), at ISOC-IL's discretion in accordance with the circumstances. During the Suspension period of a Domain Name, ISOC-IL may prevent taking any action with respect to such Domain Name, such as Re-Assignment of the Domain Name or its Modification.

5. Domain Names – Syntax Rules

5.1. Definitions

a) **IDN**[1] **-** a set of standards dealing with Domain Names containing characters used in various national

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[1] https://tools.ietf.org/wg/idnabis/

languages. IDN defines a unique translation from a Domain Name comprised of national language characters ("**U-Label Form**") to a Domain Name comprised exclusively of Latin characters, digits and hyphens ("**A-Label Form**").

b)   **Unicode**[2] - an international standard for representation of text in computer systems. The standard defines a set of characters which inter alia, includes all writing systems currently in use in national languages, and maps each character to a numeric code ("**Code-Point**").

A Code-Point is referenced by a "U+" prefix, followed by a four-hexadecimal-digits number. For example, the code of the Hebrew letter Aleph ("א") is U+05D0.

5.2.   Latin Domain Name

A "**Latin Domain Name**" is a Registered Domain Name meeting all the following requirements:

a)   Permitted Characters

A Latin Domain Name can only be comprised of the following characters:

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[2] https://www.unicode.org/

1. **Latin alphabet characters** –Latin small letter "a" to Latin small letter "z" (corresponding to Unicode Code-Points U+0061 to U+007A).

2. **Digits** – The digit "0" to the digit "9" (corresponding to Unicode Code-Points U+0030 to U+0039).

3. **Hyphen** – The hyphen-minus character "-" (corresponding to Unicode Code-Point U+002D).

b) <u>Length</u>

A Latin Domain Name must be between 3 and 63 characters long.

c) <u>Additional Limitations</u>

A Latin Domain Name:

1. Must not begin or end with a hyphen ("-").

2. Must not contain two consecutive hyphens ("--"), except for Hebrew Domain Names (hereinafter defined) in the standard A-Label form.

3. Must not be identical to any existing Top Level Domain name in the global Internet (at the time the application is submitted) and must not be the string "www".

4. Must comply with the technical requirements of DNS in effect at the time that the application is submitted.

5.3. Hebrew Domain Name

A "**Hebrew Domain Name**" is a Registered Domain Name meeting all the following requirements:

a) Permitted Characters

A Hebrew Domain Name can only be comprised of the following characters:

1. **Hebrew alphabet characters** – Hebrew letter Aleph "א" to the Hebrew letter Tav "ת" including final forms (corresponding to Unicode Code-Points U+05D0 to U+05EA).

2. **Digits** – The digit "0" to the digit "9" (corresponding to Unicode Code-Points U+0030 to U+0039).

3. **Hyphen** – The hyphen-minus character "-" (corresponding to Unicode Code-Point U+002D).

b) Length

A Hebrew Domain Name must be no longer than 63 characters, when represented in the standard A-Label

Form, and no shorter than 2 characters long when in the U-Label Form.

    c)   <u>Additional Limitations</u>

        1.   The limitations detailed in Section. 5.2.c) above, also apply to Hebrew Domain Names.

        2.   Additionally, a Hebrew Domain Name must not start with a digit.

5.4.   The standard A-Label Form of a Hebrew Domain Name is only a technical phenomenon, and has no legal or other significance beyond that. For any matter whatsoever, the Registered Hebrew Domain Name is only the Domain Name in the standard U-Label Form, i.e., the Domain Name in its Hebrew form.

C. Application & Allocation Process

6. <u>The Application</u>

6.1.   <u>Applicant</u>

An application for allocation of a Domain Name may be made by the party who is intended to hold the Domain Name ("**Intended Holder**" and after the Domain Name is registered is referred to as "**Holder**") by way of an ISOC-IL Accredited

Registrar ("**AR**"), on behalf of the Holder, or directly (with regard to the SLD .k12.il only) (collectively "**Applicant**").

6.2. Holder's Representations and Warranties

Submission of a Domain Name allocation application by an Applicant, constitutes the Applicant's representation and warranty that the Intended Holder is an existing legal entity and that the allocation or use of the Domain Name by the Intended Holder does not infringe the legal rights of any other third party and is not contrary to the terms of these Rules. Domain Names cannot be registered by a "licensed dealer" or an unregistered partnership. Further, it constitutes the Applicant's consent that ISOC-IL will not bear any liability for the allocation and use of a Domain Name.

6.3. Application Form and Allocation Fees

The allocation process will be initiated by submitting the completed application form to the Registry, in the format and manner acceptable by the AR's (or ISOC-IL with regard to the SLD .k12.il) and according to the procedures determined by the Registry ("**Application**"). When filing the Application, the Applicant will pay the allocation fees, as determined by the applicable AR (or by ISOC-IL with regard to the SLD .k12.il) from time to time. All details appearing in the Application must be full and correct.

6.4. <u>Acceptance of the Rules</u>

These Rules and the procedures thereunder ("Rules") shall bind the Applicant upon submission of the Application and throughout the entire time that the Domain Name is allocated to the Holder. These Rules prevail over any other representations made by ISOC-IL whether prior to, or after such allocation.

7. <u>Examination</u>

7.1. The Registry will process the Application, examine whether the requested Domain Name meets the criteria set forth in the Rules in force at the time that the Application is submitted, and determine whether the Domain Name is to be allocated. The Registry may approve the Application based on the information provided to it and to examine the competence of registration and the Applicant's details after the Domain Name was allocated and registered to the Applicant. It is clarified that ISOC-IL may Suspend and/or Delete the registration of a Domain Name if it was registered through any breach of these Rules, including in such cases where insufficient confirmation was made to Applicant's details.

7.2. The Registry, at its sole discretion may reject any Application that has not been fully and completely completed or to Suspend the Domain Name's registration, even if the Domain Name was already allocated to the Applicant.

7.3. Examination of Applications will be made on a "first-to-apply, first-served" basis, according to which, the earlier valid and complete Application recorded in the Registry will be examined first.

7.4. The Registry utilizes a "clocking-in" system which records the exact date and time when an Application is received. This system solely determines which Application is the earlier in time.

8. Bars to Allocation

In addition to the aforementioned syntax rules, ISOC-IL will not allocate the following Domain Names:

8.1. Domain Names which have already been allocated in the Registry.

8.2. Domain Names which do not comply with the Rules in effect at the time that the application is submitted to the Registry, or in any time following their registration.

8.3. Domain Names containing obscene words and names incorporating foul language; names that are injurious to public order or to public sensibilities, or names that otherwise do not comply with the laws of the State of Israel ("**Offensive Domain Names**").

ISOC-IL established a Committee for the Review of Offensive Domain Names comprised of intellectuals, Justices, and Internet experts (the "**Committee**"). The Committee's purpose is to determine whether a Domain Name is permissible for registration in accordance with this Section. ISOC-IL may Delete or Suspend the activity of Offensive Domain Names, even where a Domain Name was already registered. ISOC-IL may Suspend the activity of a Domain Name which is under review by the Committee prior to the Committee's decision.

9. Conclusion of Examination

9.1. Payment for the allocation fees will only be processed by the Registry through the AR to which the Application was submitted and pursuant to the agreement between ISOC-IL and the AR (or directly from the Applicant with regard to the SLD .k12.il), upon allocation of the Domain Names which meet the criteria determined in the Rules. The Domain Name will be conditionally allocated, pending payment of the allocation fees. Until payment is received by the Registry, the allocation will not be deemed to be complete. Receipt of payment of the allocation fees by the Registry will conclude the allocation process. The conditional allocation may be cancelled any time by the Registry, without prior notice.

9.2. Once examination of the Application is concluded, the Domain Name will be registered to the Intended Holder.

10. Allocation of a Domain Name is No Guarantee of Lawful Use

The examination of the Application and the allocation of the Domain Name is not a guarantee nor a confirmation that the Domain Name is being lawfully used by the Holder. ISOC-IL, its managers, employees or whomsoever on its behalf shall bear no liability whatsoever due to the Domain Name having been allocated to the Holder.

11. Duration of the Allocation

11.1. The Applicant may request an initial Domain Name allocation period at its choice, of either one, two, three, four or five years.

11.2. The Domain Name allocation may be renewed as set forth in Section 17.

12. Application on behalf of the Holder

12.1. Domain Names are allocated to Holders. If the Applicant is submitting any Application on behalf of the Holder and is not the Holder , the Applicant is exclusively liable to ascertain and ensure that it has all necessary permits, powers of attorney and authority required from the Holder pursuant to any law and/or agreement, for the purpose of filing any Application with the Registry. The filing of the Application to the Registry constitutes the Applicant's warranty that it has all such necessary permits, powers of attorney and authority.

12.2. The Applicant exempts ISOC-IL from any liability in the event of it becoming evident that it did not have all the permits, powers of attorney and authority required to file an Application with the Registry. The Applicant will indemnify ISOC-IL and its managers, employees or whomsoever on its behalf for any damage, payment, loss or expense sustained by any of them as a result thereof. The Applicant is not entitled to any refund from ISOC-IL in respect of any Application filed by the Applicant in the absence of all the necessary permits, powers of attorney and powers.

13. Active DNS Name Servers Delegation

13.1. Domain Names are allocated with the intention of them being actively used. For an allocated Domain Name, there should be an active delegation to operational primary and secondary DNS Name Servers. Both these Name-Servers should have permanent IP connectivity to the Internet (for queries and zone transfers).

13.2. Where the Domain Name is not delegated to active DNS Name Servers for duration of at-least one year, ISOC-IL is entitled to remove the allocation of the Domain Name.

D. Records and Changes

14. Submission of Requests to the Registry

14.1. Until the date ISOC-IL finally ceases to serve as a Registrar, as detailed in these Rules above, ISOC-IL will continue handling Applications relating to Domain Names under its management, except with regards to Applications of renewal. ISOC-IL will continue handling all Application relating to Domain Names under the .k12.il SLD.

14.2. Until the Domain Name is transferred to a new AR (as detailed in Section 15 below), all subsequent requests regarding the Domain Name, must be made by way of the AR currently managing the Domain Name ("**Managing AR**").

15. <u>Transfer of Management Between ARs</u>

The Holder may transfer the management of a Domain Name allocated to it between ARs at any time. In order to transfer between ARs, the Registry should receive a Transfer request from the AR to which the management is transferred.

16. <u>Freedom to Re-delegate</u>

Domain Names may be delegated to the servers of any hosting service provider or any DNS names service provider of the Holder's choice. The Domain Names may be re-delegated between providers if the Holder so directs by submission of a Modify application in accordance with provisions of Section 18. Hosting and DNS service providers may not impede, whether by action or by default, this right of the Holder to re-delegate.

17. Renewal

17.1. Due Date, Renewal Period and Fees

a) The allocation period of a Domain Name is renewable for additional allocation periods of one, two, three, four or five years, at the Holder's choice, counted from the end of the existing allocation period.

b) A renewal Application may only be submitted during the last 3 months of the current allocation period.

c) Renewal of a Domain Name allocation is made to the current Holder.

d) Renewal of a Domain Name allocation is subject to payment of renewal fees, at the rate as determined from time to time by each respective AR, or ISOC-IL, as the case may be.

e) Renewal application is made through the Managing AR or at https://www.isoc.org.il/domains in the event the Domain Name is managed by ISOC-IL. The renewal Applicant is to accurately and completely file the renewal application.

17.2. Examination of Renewal Application

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

b) The Registry may reject a renewal application that has not been fully and completely completed. Until the renewal fee is received by the Registry, the Domain Name will be conditionally renewed, the renewal will not be deemed to be complete and the provisions of Section 17.3 will apply.

17.3. <u>Failure to Renew</u>

a) Responsibility for renewal of the Domain Name lies exclusively with the Holder. The Registry will not be responsible, at any time, for notifying the Managing AR or the Holder of the need to renew the Domain Name.

b) If the Domain Name is not timeously renewed, conditional renewal included, the Registry may cancel the Domain Name allocation and/or to Suspend the Domain Name's activity, without any prior notice. Until final deletion from the Registry by ISOC-IL, the Domain Name will remain allocated to the Holder.

c) The Registry will not exercise its discretion to cancel the allocation within 30 days of the end of the current allocation period ("**Grace Period**"). ISOC-IL has the sole discretion to extend the Grace Period, based on the particular circumstances of each case, but for no longer than an additional 90 days period

d) During the Grace Period, no application other than a Renewal and/or one Transfer request may be submitted for the Domain Name.

18. Modification

18.1. Any update to the allocation record of a Domain Name, with the exception of re-assignment of the Domain Name to another Holder or Transfer to a new AR, shall be made by submission of a Modify Application to the Registry.

18.2. Modification will be made through the Managing AR of the Domain Name or by submission of a Modify Application at https://www.isoc.org.il/domains in the event the Domain Name is managed by ISOC-IL.

19. Re-Assignment

19.1. Re-Assignment of a Domain Name means the change of the allocation from the existing Holder to a new Holder. Re-Assignment is made in a single action comprised of a deletion of the existing registration record and the allocation of a new registration record according to the new allocation details.

19.2. A Domain Name - even if already allocated under prior Rules, cannot be re-assigned if prohibited under Section 8 above.

19.3. Procedure

a) Re-assignment of a Domain Name to a different Holder will be made by submission of a Re-Assignment Application. Re-assignment will be made through a Managing AR or by submission of a Re-Assignment Application at https://www.isoc.org.il/domains in the event the Domain Name is managed by ISOC-IL.

b) The current Holder is required to authorize the re-assignment of the Domain Name, according to the procedures determined by the Registry from time to time.

c) The Registry may require evidence of the new Holder's compliance with the requirements for registration of a Domain Name under an SLD specified in Section 4.3, as a condition for the Re-Assignment.

d) If the Re-Assignment Application meets the criteria determined in the Rules, payment for the re-assignment will be processed by the Registry. Until payment is received by the Registry, the re-assignment will not be deemed to be complete. Receipt of payment of the fees by the Registry will conclude the re-assignment process. The re-assignment may be cancelled due to lack of payment any time after payment is due.

19.4. <u>Re-Assignment Allocation</u>

    a) Upon completion of the re-assignment procedure, the Registry will allocate and record the details of the new Holder to whom the allocated Domain Name has been re-assigned.

    b) The allocation of the Domain Name will be for either one, two, three, four or five years from the date of the re-assignment, at the new Holder's choice.

19.5. <u>**Binding Effect of Rules on New Holder**</u>

The new Holder of the Domain Name (Re-Assignment recipient) is bound by the Rules as and from the submission of the Re-Assignment Application, throughout such time until the Domain Name is allocated to the new Holder.

20. <u>Deletion</u>

20.1. A Domain Name may be relinquished by the Holder upon submission of a Delete Application. Deletion is made through the Managing AR or by submission of a Delete Application at https://www.isoc.org.il/domains in the event the Domain Name is managed by ISOC-IL.

20.2. The Holder is required to authorize the deletion of the Domain Name, according to procedures determined by the Registry from time to time.

20.3. There will be no refund of allocation, re-assignment or renewal fees for any 'time remaining' on the allocation.

21. Cancellation and Reversion Authority

21.1. Non-Payment

Non-payment of any of the fees specified in these Rules, including allocation, renewal or re-assignment fees, might lead to the Deletion of the Domain Name from the Registry, or to its Suspension, at ISOC-IL's discretion. Following such Deletion, the Domain Name may be allocated to any interested party, in accordance with these Rules.

21.2. Exceptional Circumstances

ISOC-IL may cancel an allocation of a Domain Name to the Holder, or Suspend it, at its discretion, in any of the following circumstances:

a) Where to maintain the allocation or the delegation to DNS Name Servers would place ISOC-IL in conflict with statutory obligations, the terms of an Israeli court order or of another competent tribunal, including a decision by an arbitrator.

b) Upon the decision by an IL-DRP Panelist or Panel (Section 25.3 below).

c) Where ISOC-IL believes it is necessary to prevent any harm to you or any third-party's body or property, or in any case where ISOC-IL believes such action is necessary under the circumstances.

d)   If and when ISOC-IL learns, or it is proven to its satisfaction, that the Holder no longer complies with any of the established requirements for registering a Domain Name under a specific SLD described in section 4.3 above.

ISOC-IL will not re-allocate a Domain Name which allocation was unilaterally cancelled by ISOC-IL in accordance with Section 21.1 , for a period of 30 days from such cancellation.

E. Registry Information and its updating

22.   Displaying Registry information on Domain Names ("**WHOIS**")

22.1. Information about a Domain Name, its Holder and its registered Contacts (Administrative, Technical and Zone), as well as information about the DNS Name servers and the Managing AR will be made available for public display and searching in the WHOIS database at https://www.isoc.org.il/whois (and services derived therefrom).

The Information displayed by the Registry will as-submitted by the Applicant.

22.2. The Applicant authorizes the Registry to make available to the public, all the information specified above, as submitted to the Registry.

23. Updated Information

23.1. The Holder and the Managing AR are obliged to notify the Registry, by submission of a Modify Application, of any changes in the information provided.

23.2. By submitting an Application to the Registry, the Applicant warrants that the Holder is an existing legal entity and that all information provided to the Registry is true and accurate. Any inaccurate information or misrepresentation may be grounds for rejection of the Application or cancellation of the allocation, or its Suspension, as set forth in these Rules.

Applicant's information that must be provided when submitting an Application includes the Holder's full name; type of legal entity of the Holder (individual/corporation); where the Holder is a corporation – an identity number in a formal registry; physical address to receive mail (including the street name, house/apartment number, city, zip code and country. In case of a P.O.B provide its number, city, zip code and country); an

active email; a telephone number and a facsimile number (if any).

F. Dispute Resolution and the IL-DRP

24. ISOC-IL is not a party to disputes related to the holding rights in a Domain Name allocated or re-assigned to a Holder.

25. ISOC-IL Not Arbiter of Disputes

    25.1. ISOC-IL cannot act as an arbiter of disputes arising out of the allocation and use of a Domain Name. Any dispute between parties over the allocation and use of a Domain Name, should be resolved between the parties themselves.

    25.2. ISOC-IL will not become involved in disputes regarding the allocation and use of a Domain Name and will make no determinations with regard the respective rights between the Holder or any third-party.

    25.3. As a service to the public and the Internet Community, ISOC-IL has established the IL-DRP - an alternative expedited dispute resolution mechanism regarding the allocation of Domain Names. The procedures and rules regarding dispute resolution under the IL-DRP are available at https://en.isoc.org.il/il-cctld/dispute_resolution/dispute-resolution-panels and are an integral part of these Rules.

25.4. Holder irrevocably agrees to submit to a procedure and a decision made under the IL-DRP. This section does not abrogate of any individual's right to appeal to any competent judicial authority for resolving disputes regarding a Domain Name allocation.

25.5. Section F does not apply to Domain Names allocated under the Rules in force prior to January 1, 1999, unless the Holder so agrees.

G. Limitation of Liability and Indemnification

26. Limitation of Liability

26.1. The Registry services, as detailed in these Rules (the "**Services**"), are provided by ISOC-IL as-is. Applicant shall have no claim or demand against ISOC-IL with respect to the quality, capability or limitations of the Services, nor in respect of any specific needs or requirements not being met by the Services.

26.2. ISOC-IL does not guarantee the Services to be error-free and immune from any damages or malfunctions - including malfunctions of hardware, software or communication lines – whether at ISOC-IL, any of its suppliers or any AR who provided such Services or any part thereof,

26.3. ISOC-IL shall bear no responsibility for any damage occurred by the examination of an Application specified in these Rules

and/or for any action or omission it made according to these Rules and any procedure, unless such damage was a result of gross negligence or malice by ISOC-IL or anyone on its behalf. In such case, ISOC-IL's liability is limited to the sums actually paid to ISOC-IL by the Applicant or anyone on its behalf.

26.4. ISOC-IL cannot guarantee absolute immunity to computer break-ins, attempts to break-ins, information disclosure or interference with the operation of ISOC-IL's computer systems. The Applicant shall have no claim or demand against ISOC-IL, where, despite ISOC-IL's security measures, a third party succeeds in obtaining information from the Registry, including information gathered about the Applicant, or the misuse of such information.

26.5. ISOC-IL bears no liability for any third parties' use of information given in relation to the Services and which is published in ISOC-IL WHOIS service

26.6. ISOC-IL bears no liability for any act or omission of an AR with regard to registration of Domain Names or the management thereof.

26.7. ISOC-IL bears no liability for any third party claim or demand against an Applicant on infringement of rights due to the allocation of a Domain Name and/or the taking of any action in regard to any Domain Name – including the results of any

legal proceedings in regard thereto, whether held in Israel or outside Israel, whether by arbitration or quasi-arbitration procedures as appearing in the IL-DRP dispute resolution procedure, hereunder.

26.8. ISOC-IL bears no liability for any damage, loss, payment or expenditure which shall be sustained by the Applicant due to the Services, including indirect or collateral damage.

26.9. Any exemption under this section shall also apply to any of ISOC-IL's employees, managers, consultants or whomsoever on ISOC-IL's behalf.

26.10. ISOC-IL is merely the facilitator in establishing the IL-DRP and except in respect of deliberate wrongdoing, any member of ISOC-IL, shall not be liable to whomsoever for any act or omission in connection with any Application or proceedings under these Rules.

26.11. Except in respect of deliberate wrongdoing, any IL-DRP Panelist or any member of an IL-DRP Panel constituted under these Rules, shall not be liable to whomsoever for any act or omission in connection with any proceedings under these Rules.

27. Indemnification

Holder, or any third party, disputing the allocation or any other action with a Domain Name, undertakes to indemnify ISOC-IL and its

servants, agents, contractors, employees, Council of Management and members (hereunder "ISOC-IL") and the IL-DRP Panelists and shall hold ISOC-IL and the IL-DRP panelists harmless from and against any loss, damage, liability, claim or expense resulting from:

27.1. Any claim regarding allocation of, or right of use in, the Domain Name in question; or

27.2. Any loss, claim, action or other damage arising from any allocation, cancellation, removal, publication, use or denial of use of any Domain Name; or

27.3. Any claim or expense resulting from a claim or claims asserted by a third party regarding allocation of, or right to use, the Domain Name in question; or

27.4. Any breach of these Rules.

H. General

28. Modification of Rules

These Rules, including the procedures and fees thereunder, may be amended or modified from time to time by ISOC-IL. All amendments and modifications will be available at ISOC-IL's website. ISOC-IL shall not be obligated to review existing allocations as the Rules are modified or amended.

29. Notices

Notices sent by the Registry to the Applicant or to any registered Contact may be sent by registered mail, facsimile or email according to the Registry's sole discretion and in relation to the information submitted by the Holder. A notice sent by registered mail will be deemed delivered (3) days after dispatch. Any notice sent by e-mail or facsimile will be deemed delivered on the next business day following dispatch.

Notices to the Registry may be sent only by e-mail, to info-domains@isoc.org.il and will be deemed delivered on the next business day following dispatch, if a confirmation e-mail was received from the Registry.

30. Governing Law & Jurisdiction

These Rules, any procedures thereunder and the Services provided by ISOC-IL shall be exclusively governed by Israeli Law. The competent courts of in the Tel Aviv-Yaffo District shall have exclusive Jurisdiction regarding any matter originating from these Rules.

31. Governing Language

The English version of the Rules is the official version. Where translation of the Rules is also published in other languages, including Hebrew, and when there are any discrepancies between the translated version and the English version, the English version shall prevail.

I. Privacy

32. ISOC-IL respects the privacy of the users of the Registry's services and applies strict data security procedures and protocols. Please note that once you'll engage any of the ARs, the use of ARs' services will be subject to other legal documents that govern the ARs' services and activity and in particular the privacy policy applicable for each AR.

33. ISOC-IL will collect from the Applicants and Domain Name Holders the personal information required for the provision of the Registry's services and its ongoing operation, including – personal details and information provided while registering a Domain Name, or while taking any other action within the Registry, including Re-Assignment, Renewal, Transfer of Management Between ARs, IL-DRP proceedings and more, and any additional personal information that ISOC-IL may collect through correspondence or while you contact ISOC-IL. Additional personal information may be received from the ARs through which you registered the Domain Name in the Registry or that manage the Domain Names that you are holding.

34. You are not legally required to provide personal details and information to ISOC-IL. Providing it is subject to your consent and free will – however, you will not be able to complete the requested action in the Registry without providing the requested information. When providing the personal information of any third party, you represent and warrant that you received the explicit consent of such

third party to the provision of the information to ISOC-IL, for the purpose of using this information pursuant to this Privacy Section.

35. ISOC-IL will use the personal information it collected for the following purposes: to provide ISOC-IL's and the Registry's services and to enable the Holders and other Registry stakeholders to register and to manage their Domain Names; for the ongoing maintenance and operation of the Registry's systems and for their improvement and adaptation to the users' expectations; to provide the Registry's users with technical support and to handle faults, problems and complaints related to the Registry's services; to send updates, messages and further Registry related information; to enforce these Rules; to make available relevant information within the WHOIS services, as provided herein; to comply with the requirements of any law, regulation or other legislation, and to assist any competent authority where ISOC-IL believes that such cooperation is mandatory or is in accordance with applicable legal standards; to prevent scams, abuse, infringement of proprietary rights, identity thefts and any other illegal action on or through the Registry; to take any action in any case of conflict or legal dispute with ISOC-IL or any third-party with respect to the Registry or the Rules; for any other purpose detailed in these Rules.

36. Except as provided in these Rules, ISOC-IL shall not disclose to any third party information about the Registry's users, but only in the following cases, or following receipt of separate consent from the

data subject: if ISOC-IL is presented with a judicial order or a demand from any other competent authority, ordering it to provide information to any law enforcement agency or to any third party; when third-parties are providing ISOC-IL with outsourcing services, such as data processing, technical and other services; for professional cooperation with the Ars with respect to Domain Names they are managing for the Registry's users; In case of any dispute, argument, claim, demand or legal proceedings between you and ISOC-IL; where ISOC-IL believes in good faith that providing the information it is necessary to prevent harm to body or property.

37. If you do not agree to the use of your personal information in the manner described above, you must refrain from registering a Domain Name in accordance with these Rules and if you have registered any Domain Name in the past, you must cancel such registration.