

Acceptable Use Policy

Domain, Web and Mail Hosting



འབྲུག་བརྒྱུད་འཕྲིན་ཚད།

BHUTAN TELECOM LIMITED



TABLE OF CONTENTS

1. ACCEPTABLE USE POLICY	3
a) Domain Registration Only	3
b) Web hosting	5
c) Mail hosting	5
2. PAYMENT/FEES:	6
3. REQUIRED INFORMATION FOR REGISTRATION:	7
4. INFORMATION UPDATING AND ACCURACY OBLIGATIONS:	7
5. ADDITIONAL INFORMATION MAINTAINED:	7
6. INFORMATION REQUIREMENTS FOR RENEWALS:	8
7. DISCLOSURE AND USE OF INFORMATION:	8
8. REGISTRATION RENEWAL:	9
a) Renewal obligations.	9
b) Expired domain names.	9
9. YOUR REPRESENTATIONS:	9
10. CHANGE OF REGISTRANT OF DOMAIN:	10
a) Change of Registrant	10
b) Transfer of registration to another registrant.	10
11. INDEMNIFICATION:	11
12. TERM AND TERMINATION:	11
a) Term	11
b) Suspension, Cancellation or Transfer of Registration	11
c) Termination	12
13. GOVERNING LAWS, ACTS AND JURISDICTION:	12



འབྲུག་བརྒྱུད་འཕྲིན་ཚད།

BHUTAN TELECOM LIMITED



1.ACCEPTABLE USE POLICY

a) Domain Registration Only

1. Order Acceptance:

Your domain registration will be effective upon fulfillment of the following:

- You filled the Domain Registration form, along with a copy of your trade license or CID in case of personal use.
- You accept all terms and conditions of this Registration Agreement and Acceptable Use Policy of Bhutan Telecom Ltd.
- Bhutan Telecom Ltd. receives payment of the registration, renewal and reinstatement fees, as applicable.

2. Domain Policy:

The Domain Name should be in accordance with the Domain Naming Policy.

a. Registration Policy

- Bhutan Telecom Limited will register domains with the names limited to .bt extension domains only.
- Bhutan Telecom Limited allows the registration of 2nd level (.bt) and 3rd level (.net.bt, .com.bt, edu.bt, org.bt, gov.bt).
- The name of the domain should not be generic/special and BT has the sole rights to cancel the domain registration immediately. BT has the sole right to categorize which domain names shall be considered as generic. The domain names like the names of the places, countries, rivers, mountains/passes, wangchuk, abc, sales, treks, hotels, cycling, druk, dragon, etc, are categorized as “generic” and/or “special”.
- Multiple domains under one trade license shall be allowed.
- Bhutan Telecom Ltd reserves the rights to sell generic/special names at a premium cost.
- Bhutan Telecom Ltd will not allow changing of Domain name. If required at all, customers will have to surrender their existing domain and apply for a new domain.



འབྲུག་བརྒྱུད་འཕྲིན་ཚད།

BHUTAN TELECOM LIMITED



-
- Customers will be notified through Email four times (1 month before expiry, two weeks before expiry, 3 days before expiry and on date of expiry).
 - Post expiry, customers will be given a one month grace period and notified accordingly.
 - Post grace period, services will be suspended and the domain will be made free for resale.
 - Sub-Domains are permitted for commercial or non-commercial use provided that the Domain Name Holder retains control, responsibility and ultimate authority over all content associated with the Domain Name.

b. Security Policy

- A Domain Name must not be used to publish content or in any other manner which:
 - is capable of disruption of systems in use by other Internet users or service providers (e.g., distribution of viruses, malicious botnets, or malware); or
 - seeks or attempts to seek authentication or login details used by operators of other Internet sites, or may mislead or deceive visitors to the site that the site has an affiliation with the operator of another Internet site (i.e., phishing).
- A Domain Name must not be used to publish, distribute or communicate (including through links forwarding or framing):
 - material that infringes upon the intellectual and/or industrial property rights of another person or entity, including by piracy, counterfeiting, or otherwise. Intellectual and/or industrial property rights include, but are not limited to, current and future: copyrights, design rights, patents, patent applications, trademarks, rights of personality, and trade secret information;
 - images or materials that are prohibited by or constitute an offense under applicable laws, including the law of the Registrant's country of residence;
 - material that includes, by way of example and without limitation, real or manipulated images depicting the sexual exploitation of children, bestiality;
 - material containing threats or detailed instructions regarding how to commit a crime or encourages conduct that may constitute a criminal offence;
 - defamatory material or material that constitutes racial vilification or “hate speech”;



འབྲུག་བརྒྱུད་འཕྲིན་ཚད།

BHUTAN TELECOM LIMITED



-
- confidential or personal information or data including confidential or personal information about persons that was collected without their knowledge or consent; or material that is detrimental to the goodwill and reputation of Bhutan.
 - A Domain Name must not be used for any of the following activities:
 - Communicating, transmitting or sending unsolicited bulk email messages or other electronic communications (“junk mail” or “spam”) of any kind including, but not limited to, unsolicited commercial advertising and informational announcements as prohibited by applicable law.
 - Communicating, transmitting or sending any material by email or otherwise that harasses another person or that threatens or encourages bodily harm or destruction of property.

b) Web hosting

In order to host your Web site with Bhutan Telecom Ltd, you should have a .bt domain registered.

Web Hosting Policy

- Bhutan Telecom Ltd has the right to suspend or remove the contents if a particular website is found to be infected.
- Customers are fully responsible for updates related to their websites (eg. Wordpress software update).
- Customers are fully responsible for making any changes related to their website (eg upload, editing of contents).
- Bhutan Telecom Ltd will keep the recent backup of the contents, but customers are equally responsible to keep the latest backup copy of their contents.

c) Mail hosting

In order to host your email with Bhutan Telecom Ltd, you should have a .bt domain registered.

1. Mail hosting Policy / End User Obligations

- Any unsolicited e-mail being sent will result in suspension or termination of the offending account.
- Customers are required to follow strong password policy and safer email practices.
- Bhutan Telecom Ltd is not responsible for compromise of the e-mail id due to customers' lapses.



འབྲུག་བརྒྱུད་འཕྲིན་ཚད།

BHUTAN TELECOM LIMITED



The end user of the Service must not use, or permit others to use the Service provided:

- for any unlawful, invasive, infringing, defamatory or fraudulent purpose;
- in a manner inconsistent with any applicable laws, or to engage in, promote or encourage illegal activity;
- in violation of the legal rights of others, or to encourage such violation;
- to purposefully distribute any virus, worm, corrupted file, harmful computer code, or other items of a destructive or deceptive nature;
- to modify, affect, disable or circumvent any aspect of the Service or the use of the Services;
- to generate, distribute, or facilitate unsolicited mass email, promotions, advertisements or other solicitations;
- Communicating, transmitting, sending, creating, or forwarding fraudulent offers.
- Adding, removing, modifying or forging any network header information with the effect of misleading or deceiving another person or attempting to impersonate another person by using forged headers or other identifying information (i.e., spoofing).
- to disrupt the Service or any third party service that may use the Service;
- to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network; or
- to facilitate any of the above.

2. PAYMENT/FEEES:

1. Payment to be made prior to the effectiveness of Domain Registration/web hosting/Mail hosting/Domain or web forwarding.
2. Bhutan Telecom Ltd. reserves the rights to change the amount of, or basis for determining any fees or charges and institute new fees and charges without prior notice to you.
3. The minimum period of subscription shall be twelve months from the activation of service.
4. Bhutan Telecom reserves the right to re-sale the domain if the user fails to make the payment after three days from the date of domain approval.
5. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, canceled or transferred prior to the end of your then-current registration term.



འབྲུག་བརྒྱུད་འཕྲིན་ཚད།

BHUTAN TELECOM LIMITED



-
6. Your obligation to pay any fees or other amounts under this agreement that arose prior to expiration or other termination shall survive.

3. REQUIRED INFORMATION FOR REGISTRATION:

As part of Domain Registration/web hosting/Mail hosting/Domain or web forwarding the registrant is required to submit the accurate information on the following:

1. The registrant's name and postal address should be the owner's name and not that of the webmaster.
2. The domain being requested and additional options.
3. Administrative contact information, technical contact information and billing contact information.
(The information should include the name, postal address, email address and telephone number).
4. Submission date and time of the registration.
5. Trade license, if the domain is to be used for business related companies.
6. Undertaking letter from the head of the agency, should the domain be used for some other organizations, other than business.
7. Citizenship Identity Card copy, should the domain be used for blogging or for a personal use.

4. INFORMATION UPDATING AND ACCURACY OBLIGATIONS:

As a condition to continued registration of your domain and web hosting, you must provide us with updated Registration Information within fifteen (15) days of any changes to such information. You may review, modify or update your registration information by contacting the Internet & IT Section, BCRM section or send email to berm@bt.bt or systems@bt.bt. If you willfully provide inaccurate information or fail to update your Registration Information within fifteen (15) days of any change, then you will be in breach of this Registration Agreement and we may in our sole discretion cancel your domain registration. Immediately upon discovery of any inaccuracy associated with your domain, registration shall constitute a breach of this Registration Agreement and will be sufficient basis for cancellation of your registration.



འབྲུག་བརྒྱུད་འཕྲིན་ཚད།
BHUTAN TELECOM LIMITED



5. ADDITIONAL INFORMATION MAINTAINED:

In addition to the information you provide (the "User Information"), Bhutan Telecom Ltd. may maintain records relating to any registration application received by Bhutan Telecom Ltd. We also maintain records related to the Bhutan Telecom Ltd. services that we provide to you. These records may include, but are not limited to:

The original creation date of the registration, renewal, or request for service.

1. The submission date and time of a registration or renewal application to us.
2. Communications (electronic or paper form) constituting submissions, forwarding, modifications, or termination of service and related correspondences.
3. Records of your account, including dates and amounts of all payments and refunds.
4. The name, postal address, email address, voice telephone number, and if available fax number of the contact.
5. The expiration date of registration.

6. INFORMATION REQUIREMENTS FOR RENEWALS:

Upon renewal of your registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, Bhutan Telecom will not be responsible for any litigation that might happen due to incorrect information.

7. DISCLOSURE AND USE OF INFORMATION:

You acknowledge and agree that Bhutan Telecom Ltd. may make available information you provide or that we otherwise maintain to such public or private third parties as applicable laws require or permit. Bhutan Telecom Ltd. may disclose personal information about Visitors or Members, or information regarding your use of the Services or Web sites accessible through our Services, for any reason if, in our sole discretion, we believe that it is reasonable to do so, including: to satisfy laws, regulations, or governmental or legal requests for such information; to disclose information that is necessary to identify, contact, or bring legal action against someone who may be violating our Acceptable Use



འབྲུག་བརྒྱུད་འཕྲིན་ཚད།

BHUTAN TELECOM LIMITED



Policy or other user policies; to operate the Services properly; or to protect Bhutan Telecom Ltd. and our members. You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name or use of any Bhutan Telecom Ltd. Services (including any updates to such information), whether during or after the term of your registration of a domain name or other services. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you to Bhutan Telecom Ltd. Bhutan Telecom Ltd. will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations that we describe in this Agreement.

8. REGISTRATION RENEWAL:

a) Renewal obligations.

You are solely responsible for ensuring that any and all domains and additional services are renewed prior to their expiration, should you so desire their renewal.

1. You may renew your domain at any time before the expiration date. Bhutan Telecom Ltd. shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.
2. You may be notified at Bhutan Telecom Ltd.'s sole discretion when renewal fees are due.
3. Should these fees go unpaid within the time specified in a notice or reminder regarding renewal, your registration will be cancelled.
4. If your billing information is not accurate, you are solely responsible for the failure to renew.

b) Expired domain names.

1. Failure to renew, results in the cancellation of registration and loss of all rights and access to the domain.
2. Should you choose to cancel a Bhutan Telecom Ltd.'s Web hosting and domain name registration services, Customer should hand in a written application or email addressed to the Manager of BCRM Section, Bhutan Telecom Ltd. requesting the cancellation of services.



འབྲུག་བརྒྱུད་འཕྲིན་ཚད།

BHUTAN TELECOM LIMITED



-
3. If there is no notice/application for cancellation of services, the registration will be renewed automatically upon the expiry of registration and bills will keep generating beyond the expiry date until the subscription is cancelled in a written application.

9. YOUR REPRESENTATIONS:

By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that

1. The statements that you made in connection with such applications for registration, maintenance, or renewal are complete and accurate.
2. To your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party.
3. You are not registering the domain name for an unlawful purpose.
4. You will not knowingly use the domain name in violation of any applicable laws or regulations.
5. You agree and acknowledge that it is your responsibility to determine whether your domain name registration infringes or violates someone else's rights including, but not limited to, whether any foreign language translations of your domain name, infringe or violate someone else's rights.

10. CHANGE OF REGISTRANT OF DOMAIN:

a) Change of Registrant

We are required to deny a change of registrant for any of the following reasons:

1. The domain name registration agreement has expired and the registrant no longer has the right to renew the domain name or to transfer the domain name to another registrar.
2. The prior registrant and the new registrant did not properly authorize the change of registrant.



འབྲུག་བརྒྱུད་འཕྲིན་ཚད།

BHUTAN TELECOM LIMITED



b) Transfer of registration to another registrant.

The entity or person named as the "registrant" at the time the controlling user name and password are secured shall be the registrant of the services.

1. You agree that prior to the effectiveness of any transfer of ownership of your registration to another entity, Bhutan Telecom Ltd. reserves the right to enforce any amount published for the transfer of ownership of registration.
2. You further agree that, as a condition of any such transfer of ownership of the registration, the party to which you seek to transfer your registration shall agree in writing to be bound by the terms and conditions of this Registration Agreement.
3. Your registration will not be transferred until we receive such written assurances and actual payment of the transfer fee, if any is imposed.
4. You acknowledge and agree that if you attempt to transfer your registration without paying Bhutan Telecom Ltd. the amount published for the transfer of ownership of registration, or if the entity to which you seek to transfer your registration fails to agree in writing to be bound by all terms and conditions of this Registration Agreement and the Acceptance User Policy, any such transfer will be null and void, and will result in your registration being revoked without a refund of any charges you have incurred in attempting to register or transfer that registration.

11. INDEMNIFICATION:

You agree to defend, indemnify and hold harmless Bhutan Telecom Ltd. at all times against all actions, proceedings, costs, claims, expenses, demands, liabilities, losses and damages whatsoever including without limitation for defamation, infringement of intellectual property rights, death, bodily injury, property damage or pecuniary losses howsoever arising which Bhutan Telecom Ltd. may sustain, incur, suffer or pay arising out of or in connection with the use of our Service or any act or omission thereof.

12. TERM AND TERMINATION:



འབྲུག་བརྒྱུད་འཕྲིན་ཚད།

BHUTAN TELECOM LIMITED



a) Term

The term of this Registration Agreement commences on the day you accept this Registration Agreement to the day until the occurrence of any of the following

1. Your registration is cancelled.
2. Your registration is transferred to a third party or
3. Your registration is terminated.

Your obligation to pay any fees or other amounts under this agreement, which arose prior to expiration or other termination of this Registration Agreement, shall survive any such expiration or termination.

b) Suspension, Cancellation or Transfer of Registration

You acknowledge and agree that your registration is subject to suspension, cancellation or transfer.

1. It is your responsibility to verify if any registration is infringing anyone else's rights, prior to registration. If the registration name you have registered is found to be infringing on another person's rights, determined by Bhutan Telecom Ltd.'s discretion, Bhutan Telecom Ltd. has the right to cancel your registration immediately.
2. If you are in willful violation of our agreement, you will not be entitled to any refund.
3. You also agree that Bhutan Telecom Ltd. shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain registration upon up to seven (7) calendar days prior notice or after such time as Bhutan Telecom Ltd. receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation, transfer or modification of the domain registration.

c) Termination

Bhutan Telecom Ltd. reserves the rights to terminate your registration if:



འབྲུག་བརྒྱུད་འཕྲིན་ཚད།

BHUTAN TELECOM LIMITED



-
1. You breach this Registration Agreement (including the Acceptance User Policy) and do not cure such breach within ten (10) days of notice by Bhutan Telecom Ltd.
 2. You use the registration to send unsolicited email, in violation of this Registration Agreement or applicable laws;
 3. You use your registration in connection with unlawful activity;
 4. You otherwise violate this Registration Agreement as determined by Bhutan Telecom Ltd. in its sole discretion.
 5. Your website is hacked due to no compliance of any security measures suggested by Bhutan Telecom Ltd., or running an obsolete version of software.
 6. Bhutan Telecom Ltd. will not be responsible or liable for any costs associated with the termination of your rights to the registration.

13. GOVERNING LAWS, ACTS AND JURISDICTION:

The laws and acts of the Kingdom of Bhutan govern this Agreement and the Customer and Bhutan Telecom Ltd. hereby submit to the exclusive jurisdiction to the Bhutanese Courts.