.at Domain Registry

Registration of a .at-domain

Contract with nic.at

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1. How is a .at-domain registered?

The basic requirements for the registration of a .at-domain are its availability and the adherence to the technical standards. Among other things, so-called nameservers are needed in order to guarantee the technical availability of a domain (see nic.at Registration Guidelines – www.nic.at/en/registrierungsrichtlinien).

Usually, the (to-be) domain holder has no nameservers himself, so he often has to call upon the services of an Internet Service Provider (ISP). To simplify matters (especially due to lack of the required technical know-how), an ISP is often assigned the task of organising the entire website and/or setting up e-mail addresses in addition to the domain registration. This service provider orders the respective domain on behalf of the domain holder with nic.at, which is the registration office for all .at-domains. nic.at then delegates the domain to the domain holder if all above-mentioned registration requirements are met.

2. Who/What is nic.at?

For technical reasons each domain is unique, i.e. it can not be registered twice. This guarantees that the website www.example.at can be accessed without problems or an e-mail sent to office@example.at will reach the correct addressee, respectively.

In order to secure its technical functionality there must be a central authority which guarantees that a certain domain is only registered once worldwide. Regarding .at-domains nic.at does this job. The company is the registration office for all .at-domains and is located in Austria. According to the ISO 3166 list, .at is the abbreviation of Austria.

3. Why is there a contract with nic.at?

..... or in other words: What happens during the registration of a .at-domain in legal terms?

Just imagine this example of an everyday situation: You want to have a legal protection insurance and thus commission a policy broker to assess the best offers and to contract insurance. Thus, he is acting on your behalf.

How is this legally possible?

You have commissioned someone to act by your order and on your account, so in legal terms the commissioned party acts as your proxy. This means that these actions must be regarded just like they were taken by you directly.

…. and regarding a .at-domain?

The example mentioned above also applies to the registration of a .at-domain via an ISP:

The person who wants to register a domain usually commissions an ISP to register and administrate his .at-domain, who in turn acts as a proxy and on behalf of the future domain holder. This means that the service provider orders a certain domain for the domain holder, and, by accepting the nic.at General Terms and Conditions (see www.nic.at/en/agb), a direct contract is concluded between the domain holder and nic.at. This contractual relationship is also based on item 3.1.2 of the nic.at General Terms and Conditions,

according to which "the application for a domain registration…can be made directly by the applicant or by an agent authorized by him". The domain holder as the ordering customer becomes the bearer of all rights and liabilities regarding the domain.

Consequently, the action of the ISP must be regarded like being taken by the domain holder himself. Therefore, each domain holder receives a so-called "certificate mail" upon a successful registration, confirming that he is the holder of a certain domain and, thus, the contractual partner of nic.at. This also means that the domain must be cancelled explicitly in order to terminate the contract with nic.at regarding this domain.

Please note again: If the domain holder assigns his ISP to register a domain, there are 2 contractual relationships at the same time:

1. between the domain holder and the ISP regarding services like webspace, Internet access, e-mail addresses etc.

2. between the domain holder and nic.at, solely regarding the .at-domain as the subject of the contract

4. Advantage for the domain holder

By the fact that each holder of a .at-domain has a contract with nic.at he enjoys special protection:

Just imagine that you are not satisfied with your ISP, he becomes bankrupt or is no longer available. Another possibility is that you get a better offer from a different ISP or you need services which your current ISP does not offer.

By having a direct contract with nic.at regarding your domain, you can at any time notify nic.at about your new ISP and have your domain transferred accordingly – you are not bound to your current ISP.

5. Summary

Each domain holder who has a .at-domain enters a contract with nic.at upon the registration of a domain, even if he does not order the domain directly. Thus, the domain holder becomes the bearer of all rights and liabilities regarding his domain. He usually assigns an ISP, who has the required know-how and orders the domain as his proxy. By having a direct contract with nic.at, each domain holder can dispose of the domain anytime, like changing the ISP. But on the other hand, he must also make sure that he explicitly terminates this contract, i.e. cancels the domain, if he no longer wishes to keep it.