

Estonian Internet Foundation

Proposed Amendments to Domain Regulation

Proposed Amendments to Registrar Contract

Proposed Amendment to Rules of Domain Disputes Committee

Tallinn 2026

INTRODUCTION

Eesti Interneti SA (in English: Estonian Internet Foundation; hereinafter also: **EIF**) has prepared the following proposals to amend the .ee Domain Regulation¹ and Registrar Contract² and the Rules of the Domain Disputes Committee³.

The previous amendments were developed as a result of discussions held in 2024 and took effect on 1 February 2025. At that time, the goal was to strengthen identity verification requirements and bring the regulations into line with developments deriving from the European Union law. However, the domain sector has evolved in the meantime, prompting EIF to draft the present proposals.

The most significant amendment to the Domain Regulation concerns simplifying the change of ownership process for domain names. Its purpose is to reduce the administrative burden by bringing the regulation into better alignment with best practices in the field. The amendments also concern the disclosure, via the WHOIS service, of data relating to legal persons. In addition, EIF proposes to enable more flexible management of automatic renewal of domain names for registrants.

The amendments to the Registrar Contract focus primarily on updating the accreditation requirements. The current regulation contains a requirement, established in 2015, for the Registrar to periodically undergo both a certification test and a technical test, which is no longer justified in practice. Under the proposed amendment, Registrars will retain the obligation to periodically undergo the certification test, but repeating the technical test will no longer be required.

EIF also wishes to create the possibility of offering Registrars automatic renewal of domain names, and to regulate the document retention requirements more clearly and with a lighter burden.

The amendments to the Rules of the Domain Disputes Committee concern the treatment of geographical indications as prior rights. This amendment stems from the European Union law and is intended to ensure that the domain disputes resolution procedure complies with the legal framework of the European Union.

In preparing the proposed amendments, EIF met with Registrars on 29.04.26 and conducted a survey. The Council of EIF discussed the proposed amendments at its meeting on 19.06.2026, and the feedback received has been taken into account in their preparation.

The proposals were discussed again at the Registrars' working group meeting held on 09.09.2026. EIF hereby submits additional proposed amendments, [the more significant changes compared to the proposals presented in the first version being marked in blue for the reader.](#)

¹ The applicable .ee Domain Regulation is available [here](#).

² The applicable Registrar Contract entered into with accredited registrars of .ee domains is available [here](#).

³ The applicable Rules of the Domain Disputes Committee are available [here](#).

The amendments to the Domain Regulation are planned to enter into force on [18.01.2026](#). We will also publish the amendments to the Domain Regulation on EIF's website at least two months before they enter into force.

Part A

Proposed amendments to the Domain Regulation and annexes thereto.

A1. Amend Sections 3.4.1 and 3.4.2 of the Domain Regulation

Currently in force:

3.4.1 For a Domain Name, EIF publishes via the WHOIS service its Name Server names, DNSKEY records, the Registrar's name, the time of registration of the Domain Name, the time of the last change to the registration data, the status of the Domain Name, and the expiry date of the Domain Name. For a Registrant that is a legal person, also its name, business registry code, telephone number, and the name and e-mail address of the Administrative and Technical Contact. After the expiry date of the Domain Name has passed, EIF also publishes via the WHOIS service, in addition to the data listed above, the date of suspension and deletion of the Domain Name.

3.4.2 After registration of the Domain Name, EIF enables contact to be made with the Registrant of the Domain Name whose contact information is not public via the WHOIS service. In such a case, EIF does not disclose the Registrant's data.

Proposed amendment to Sections 3.4.1 and 3.4.2 of the Domain Regulation, to be established in the following wording:

3.4.1 For a Domain Name, EIF publishes via the WHOIS service its Name Server names, DNSKEY records, the Registrar's name, the time of registration of the Domain Name, the time of the last change to the registration data, the status of the Domain Name, and the expiry date of the Domain Name. For a Registrant that is a legal person, also its name and business registry code and telephone number, subject to the exceptions set out in Section 8. After the expiry date of the Domain Name has passed, EIF also publishes via the WHOIS service, in addition to the data listed above, the date of suspension and deletion of the Domain Name.

3.4.2 After registration of the Domain Name, EIF may enable contact to be made with a contact related to the registration of the Domain Name whose contact information is not public via the WHOIS service, without disclosing the person's contact information.

Explanation:

The purpose of the amendment is to update the scope of data published via the WHOIS service, taking into account more recent case law of the Court of Justice of the European Union on assessing the necessity and proportionality of disclosing personal data.

When amending the Domain Regulation in 2018, EIF proceeded from the position that disclosure in the WHOIS of the Administrative and Technical Contact data of

a Registrant that is a legal person was justified primarily to ensure the secure and transparent functioning of the DNS and the reachability of persons associated with the domain name. It was also based on the fact that such contact persons act as representatives or contact persons of the legal person.

The case law of the Court of Justice of the European Union provides grounds to revise this assessment. In its judgment of 3 April 2025 in Case C-710/23, *Ministerstvo zdravotníctví*, the Court of Justice confirmed that a natural person's name and contact information constitute personal data even where the person acts as a representative of a legal person or in a professional capacity. Accordingly, the disclosure of the data of a natural person acting as the Administrative or Technical Contact of a Registrant that is a legal person must also be assessed under the GDPR separately from the disclosure of the legal person's own data.

More recent case law is also relevant - the judgment of the Court of Justice of the European Union of 3 September 2026 in Case C-798/24, *Jautiva*, in which the Court distinguished between the need to process personal data and the need to make the same data publicly available online to an indefinite circle of persons. The existence of a legitimate or general public interest objective does not automatically mean that unrestricted disclosure of personal data is necessary to achieve that objective. The necessity of public access must be assessed separately, taking into account whether the same objective can be achieved by a solution that is less restrictive of the person's rights.

Accordingly, it is justified to assess EIF's 2018 approach differently today. The security and transparency of the DNS and the reachability of persons associated with the domain name remain important objectives, but achieving them does not require making the name and e-mail address of a natural person acting as the Administrative or Technical Contact of a Registrant that is a legal person unrestrictedly available to everyone via the public WHOIS service.

The amendment does not affect EIF's right or need to collect and process the data of the Administrative and Technical Contact for the registration and administration of the domain name, for verifying the right of representation, for ensuring the functioning and security of the DNS, or for performing EIF's other functions. The proposal is only to change the disclosure of this data to the public via the public WHOIS service.

Important data relating to the domain name, including that of the Registrant that is a legal person, the Registrar, and the technical and status data of the domain name, will remain available via the WHOIS service.

Removing the Administrative and Technical Contact from the public WHOIS does not preclude the disclosure of their data on a case-by-case basis where there is a justified need. EIF may continue to disclose non-public data to third parties where there is a legal basis for doing so under the General Data Protection Regulation or other legislation, and the disclosure of the data is necessary and proportionate in the specific case. Such access is granted on the basis of a specific request and an assessment of its justification (as is currently also the practice for domain Registrants who are natural persons), and it is subsequently verifiable by the data subject.

EIF will also continue to offer the possibility of contacting persons associated with the domain name registration via a public form (without disclosing contact information). This solution has been in practical use since 2018 for domain Registrants who are natural persons and has proven itself in practice - EIF acts solely as an intermediary, forwarding a third party's message via the form available alongside the domain search to the contact associated with the domain, which does not ensure or guarantee that the message will be answered.

A2. Amend Section 4.1.3¹ of the Domain Regulation

Currently in effect:

4.1¹ The Registrant or his representative shall, for the purposes of identity verification and establishment of the Registrant's intention:

4.1.3¹ for each Registration Service applied for, pay the Registrar a Registration Service fee by separate bank transfer from a bank account opened in the name of the Registrant or the Registrant's representative (Administrative Contact) and specify in the payment order the reference number assigned to this application by the Registrar and the corresponding Domain Name or the number of the invoice issued by the Registrar that includes the relevant Domain Name;

Proposed amendment to Section 4.1.3¹ of the Domain Regulation to read as follows:

4.1.3¹ for each Registration Service applied for, pay the Registrar a Registration Service fee by separate bank transfer from a bank account opened in the name of the Registrant or the Registrant's representative (Administrative Contact) and specify in the payment order the reference number assigned to this application by the Registrar or the corresponding Domain Name or the number of the invoice issued by the Registrar that includes the relevant Domain Name;

Explanation:

The purpose of this amendment is to simplify the verification of identity and the determination of the registrant's intention when using bank transfers. This amendment does not reduce the registrar's obligation to verify that the payment and the application are linked.

This amendment has been drafted on the basis of the feedback from registrars, who indicated that the previous requirement to include both a reference number and Domain Name or the invoice number on a payment order was unnecessarily restrictive in practice. The amendment replaces the word "and" with "or," allowing the payment order to use one of the ways specified by the registrar. The amendment does not reduce the reliability of identity verification nor does it alter the substance of its content.

The registrar remains obligated to ensure that the payment received can be unambiguously linked to a specific application, the registrant, and the registration service being requested. The registrar must also continue to verify that the payment was made from a bank account opened in the name of the registrant or the registrant's representative.

This amendment reduces the procedural burden and allows registrars to use more flexible and automated payment processing solutions. The aim of the

amendment is to improve the user experience of registration services while maintaining the current high level of identity verification.

A3. Add Section 4.1.5 to the Domain Regulation and renumber the subsequent Sections accordingly.

Add Section 4.1.5 to the Domain Regulation, to be established in the following wording:

4.1.5 The Registrant and its Administrative Contact must ensure the accuracy, currency, and functionality of the contact information associated with the Domain Name, including e-mail addresses. The Registrant and its Administrative Contact are responsible for ensuring that the e-mail address used by EIF and the Registrar for sending notices related to the Domain Name allows the notices to be received.

Amend the reference in Section 11.1 to Section 4.1.5.4 to a reference to Section 4.1.6.4, in accordance with the renumbering.

Explanation:

The amendment does not impose any new obligations on the registrant or the administrative contact; rather, it clarifies the existing requirement to provide accurate and up-to-date contact information in the domain name registration application and to give notice of any changes to that information.

In practice, the e-mail address is used as the primary communication channel for sending notices related to the registration, renewal, deletion, transfer, and other registration actions of the domain name. The purpose of the amendment is therefore to emphasise the importance of the e-mail address associated with the domain name and to create a clearer basis for its use as an official communication channel in the proceedings of the Registrar and EIF, thereby reducing disputes over the delivery of notices. The amendment is also motivated by the simplification of the domain name transfer (change of ownership) process, in the course of which the importance of the e-mail address increases in establishing the Registrant's intention and providing confirmations. It is therefore important that the Registrant and the Administrative Contact understand the importance of the e-mail address entered in the register and ensure its continuous functionality and availability.

The amendment clarifies the responsibility of the registrant and the administrative contact to ensure that notifications sent to them are accessible via their e-mail address, and that receipt of such notifications must not be hindered by outdated or invalid contact information.

A4. Add Section 5.3.2.3 to the Domain Regulation and renumber the subsequent Sections accordingly

Add Section 5.3.2.3 to the Domain Regulation, to be established in the following wording:

5.3.2.3 The Registrar may activate automatic renewal of the Domain Name registration on behalf of the Registrant, in which case EIF renews the Domain Name registration for the next registration period regardless of whether the

Registrant has already paid the Registrar the Renewal Fee. Automatic renewal is possible only where the condition set out in Section 5.3.2.4 is met.

The Registrant has the right to request cancellation of the automatic renewal, and the Registrar has the right to request cancellation of the automatic renewal where the Registrant has not paid the Registrar for the relevant renewal. Cancellation may be requested within 15 days after the renewal of the Domain Name Registration, but no later than within 15 days from the end date of the previous registration period. Upon cancellation of the renewal, EIF restores the situation of the Domain Name Registration to that preceding the renewal.

Explanation:

The purpose of automatic renewal is, by its very nature, to reduce the unintentional expiry of domain names and to make domain name management more convenient and flexible for registrants. This allows registrants to ensure the continuity of their domain name registration without having to initiate each renewal separately.

In connection with the Registrars' meeting held on 09.09.2026, a need emerged to clarify the earlier proposed amendment. Unlike the renewal procedure set out in Section 5.3.2.2 of the current Domain Regulation, the aim is to create a separate automatic renewal option, in which the Registrar activates the automatic renewal technical solution at the level of the .ee domain registry. It is voluntary for the Registrar whether it wishes to offer such a capability to its clients.

The amendment creates a voluntary option for the Registrar to activate automatic renewal of the domain name registration in the register. When automatic renewal is activated, EIF renews the domain name registration for the next registration period even where the Registrant has not already paid the Registrar the renewal fee. Automatic renewal may be used only where the registration length condition set out in Section 5.3.2.4 is met.

In the case of the additional automatic renewal solely under Section 5.3.2.3, the Registrant has the right to request cancellation of a renewal that has already taken place within 15 days after the renewal. At the same time, the possibility of cancellation is linked to the 15-day time limit set out in Section 6.1.6 of the Domain Regulation. Accordingly, a request for cancellation of the automatic renewal may be submitted only for as long as no more than 15 days have passed since the end date of the previous registration period. Where the automatic renewal takes place after the end of the previous registration period, the cancellation time limit remaining for the Registrant may therefore be shorter than 15 days.

The purpose of the restriction is to avoid a situation in which the automatic renewal is cancelled at a time when, without the renewal having taken place, the domain name registration would already have reached the ground for termination of the registration set out in Section 6.1.6. After the expiry of the said 15-day time limit, the automatic renewal can no longer be reversed, nor can a refund of the Renewal Fee be requested on that basis.

The amendment thus establishes a clear procedure for cancelling an automatically effected renewal within a limited time, while preserving the registration termination time limit set out in Section 6.1.6 and distinguishing the

new automatic renewal solution from the renewal procedure already set out in Section 5.3.2.2.

A5. Amend Section 5.3.6.3 of the Domain Regulation

Currently in effect:

5.3.6.3 The application shall enclose the consent signed by the transferring Registrant in accordance with the requirements laid down in Chapter 41 of the Domain Regulation to surrender the Domain Name for the benefit of the Registrant accepting the delivery. The consent is replaced by a decision of the Domain Disputes Committee, court, arbitration tribunal or a succession document to transfer the Domain Name to the Registrant accepting delivery.

Proposed amendment to Section 5.3.6.3 of the Domain Regulation to read as follows:

The application must be accompanied by the consent of the transferring Registrant to the transfer of the Domain Name to the Registrant accepting the transfer.

Consent may be given:

a) if the transferring Registrant confirms the change of ownership via the consent link generated by EIF, after identity verification using an electronic identification tool accepted by EIF; or

b) consent signed by the transferring Registrant, in accordance with the requirements set out in Chapter 4¹ of the Domain Regulation, to waive the Domain Name in favour of the Registrant receiving the Domain Name.

The consent is replaced with a decision of the Domain Disputes Committee, arbitration tribunal or court, or a succession document to transfer the Domain Name to the Registrant accepting the transfer.

Explanation:

The purpose of this amendment is to make the domain name transfer (change of ownership) procedure more flexible, while maintaining the current level of security. To this end, the Domain Regulation will be amended so that the consent of the transferring registrant may be given in two equivalent ways.

As the first option, the transferring Registrant may confirm the change of ownership via the consent link generated by EIF. Before the consent is given, EIF verifies the person's identity using a strong electronic identification tool (eeID) accepted by EIF. This ensures that the person who opened the consent link and confirmed the change of ownership has been reliably identified, and that EIF is able to fulfil its duty of care and subsequently prove who made the relevant declaration of intent and clicked the link.

As a second option, the current procedure remains in effect, under which the registrar may formalise a change of ownership based on documents submitted by the parties involved, after verifying the identity of the transferring registrant in accordance with the procedure set forth in Chapter 4¹ of the Domain Regulation. This allows for the continued use of, for example, digitally signed documents or

other solutions in accordance with the current procedure, without the obligation to use a consent link.

This amendment is based on the fact that, when registering a domain name, the identity of a registrant is already verified in accordance with the strong identity verification requirements provided for in the current Domain Regulation.

Thus, the amendment will ultimately reduce the administrative burden, as strong identity verification is performed by EIF via eeID when the consent link is used, and the registrar does not need to re-verify the transferring registrant. At the same time, the existing option to formalise a change of ownership based on documents verified by the registrar remains in place. This solution combines greater flexibility and ease of use without compromising the current level of security.

Decisions of the Domain Disputes Committee, a court, or an arbitration tribunal, as well as documents proving the right of succession remain alternative grounds for the transfer of a domain name in situations where it is not possible or necessary to seek the registrant's consent separately.

A6. Repeal Section 5.3.6.5 of the Domain Regulation and renumber the subsequent Sections accordingly

Currently in effect and to be repealed:

5.3.6.5 Upon receipt of the application signed by the Registrant accepting delivery and the consent of the transferring Registrant specified in clause 5.3.6.3, EIF shall send an e-mail for confirmation of the transfer of the Domain Name to the e-mail address of the transferring Registrant, except when the basis for transfer of the Domain Name is the decision of the Domain Disputes Committee, court, arbitration tribunal or a succession document or if the Registrant's direct intention to transfer the Domain Name has been previously established by the Registrar.

Explanation:

Section 5.3.6.5 is repealed, since this provision will become redundant following the amendment to section 5.3.6.3.

The amended Section 5.3.6.3 comprehensively regulates the methods for obtaining consent from the transferring registrant, including the use of the EIF consent link in conjunction with prior strong identity verification, as well as the existing procedure carried out through the registrar.

The technical arrangements for sending the e-mail and delivering the consent link set out in Section 5.3.6.5 are procedural and technical implementation matters that do not need to be regulated in the Domain Regulation. Repealing the Section makes the Domain Regulation more concise and focuses the regulation on the legal preconditions for consent.

A7. Amend Section 6.1.5 of the Domain Regulation

Currently in effect:

6.1.5 The Registrant's Administrative Contact and/or Technical Contact fail to respond to repeatedly sent inquiries by EIF.

Proposed amendment to Section 6.1.5 of the Domain Regulation to read as follows:

6.1.5 The Registrant, the Administrative Contact and/or the Technical Contact repeatedly fail to respond to inquiries sent by EIF, or their contact information, including e-mail addresses, does not allow notices to be received or contact to be made.

Explanation:

The purpose of the amendment is to clarify EIF's right to react in a situation where it is not possible to reach a contact person associated with the domain name. Under the current wording, the ground is failure to respond to inquiries alone, but in practice non-functioning contact information may lead to the same result.

Taking into account the feedback received from the community, we clarify that the functionality of an e-mail address refers to its technical correctness and usability. EIF does not verify actual receipt of messages or the status of the mailbox. Possible temporary technical problems are also taken into account, and before measures are applied, it is checked whether the identified problem persists. Accordingly, for example, a full mailbox or another temporary problem in receiving messages is not, in itself, a ground for suspending the Domain Name.

The amendment also brings the Domain Regulation into better alignment with the objective arising from the NIS2 Directive of ensuring the accuracy and currency of domain name registration data. The amendment also emphasises the obligation of the Registrant, the Administrative Contact and the Technical Contact to keep their contact information, including e-mail addresses, functional and to allow contact to be made with them where necessary.

Where EIF is unable to reach the Registrant, the Administrative Contact or the Technical Contact, or the e-mail address associated with the domain name does not allow notices to be received, the amendment gives EIF a clearer basis for applying the measures provided for in the Domain Regulation, including suspension of the Domain Name, with the aim of ensuring that the register data is put in order and kept up to date.

A8. Amend Section 8.1.3 of the Domain Regulation

Currently in effect:

8.1.3 to publish on the Internet, via responses to WHOIS service queries, the name and e-mail address of a Registrant that is a natural person and of its Administrative and Technical Contact, only on the basis of the separate consent of the person concerned;

Proposed amendment to Section 8.1.3 of the Domain Regulation, to be established in the following wording:

8.1.3 EIF publishes on the Internet, via responses to WHOIS service queries, the name and e-mail address of a Registrant that is a natural or legal person and of its Administrative and Technical Contact, only on the basis of the separate consent of the relevant person.

Explanation:

The amendment brings Section 8.1.3, which concerns the processing of personal data, into line with the amendment made to Section 3.4.1, and clarifies the conditions for disclosing the data of the Administrative and Technical Contact via the WHOIS service.

Under the amendment, the name and e-mail address of the Administrative and Technical Contact of a Registrant, whether a natural or legal person, may be disclosed via the WHOIS service only on the basis of the separate consent of the person whose personal data is being disclosed. A Registrant cannot give consent for the disclosure of another natural person's personal data via the WHOIS service. For example, where the Administrative Contact of a Registrant that is a legal person is its employee, assistant, authorised representative or other natural person, that person's name and e-mail address may be disclosed via the WHOIS service only on the basis of that person's own separate consent.

The amendment is based on the principle of consent set out in the GDPR, under which consent must be a freely given, specific, informed and unambiguous indication of the data subject's wishes in relation to the processing of personal data concerning them. Accordingly, a legal person's decision to designate a specific natural person as the Administrative or Technical Contact does not, in itself, constitute that person's consent to the disclosure of their name and e-mail address via the WHOIS service.

The amendment does not affect EIF's right or need to collect and process the data of the Administrative and Technical Contact for the functioning of the .ee domain registry. Under Section 8.1.2, this data continues to be processed for the purpose of transmitting information and enabling the functioning of the domain registry. The consent requirement relates separately to the disclosure of this data via the WHOIS service to an indefinite circle of persons.

This distinguishes the processing of the Administrative and Technical Contact data in the register from its disclosure via the WHOIS service, and ensures that a natural person's name and e-mail address are disclosed in the WHOIS on the basis of consent only where that consent has been given by the person whose data is being disclosed.

A9. Amend clause 2 of the Annex to the Domain Regulation: General Domains and Procedure for Registration of Sub-domains under General Domains

Currently in force:

2. List and characteristics of General Domains
 - 2.1. com.ee – companies within the meaning of the Commercial Code;
 - 2.2. pri.ee – natural persons;

- 2.3. fie.ee – sole proprietors within the meaning of the Commercial Code;
- 2.4. med.ee – medical institutions.

Proposed amendment to clause 2 of the Annex to the Domain Regulation:
General Domains and Procedure for Registration of Sub-domains under General

Domains to read as follows:

2. List and characteristics of General Domains:

- 2.1. com.ee – legal persons operating for business or economic purposes;
- 2.2. pri.ee – natural persons;
- 2.3. fie.ee – sole proprietors;
- 2.4. med.ee – medical institutions.

Explanation:

The purpose of the amendment is to update the descriptions of sub-domains registered under general domains and to remove references to the Commercial Code.

The current wording may give the misleading impression that the right to use the .com.ee and .fie.ee sub-domains is limited solely to persons operating under Estonian law. Following the removal of the Estonian location requirement for .ee, EIF has, in practice, allowed legal persons engaged in business or economic activities and established in foreign countries to register .com.ee sub-domains.

According to the current interpretation, the phrase “in the sense of the Commercial Code” refers to legal or natural persons established for the purpose of conducting business, but does not require that they be established under Estonian law. In practice, however, this wording has caused interpretive confusion for registrars.

The amendment clarifies the target audience for general domains based on their actual purpose and makes the regulation more understandable internationally. The amendment does not change current registration practices or expand the group of individuals eligible to register sub-domains under the relevant general domains.

Part B

Proposed amendment to the Registrar Contract and annexes thereto.

B1 Amend Clause 2.5 of the Registrar Contract

Currently in effect:

2.5 At least one employee of the Registrar has completed EIF's Training Programme, and the Registrar meets the other competence requirements fixed in the Contract. An employee of the Registrar who has completed the Training Programme must retake the test under Clause 3.1.3 every 2 years. Where significant amendments to the Domain Regulation and its annexes fall within the 2-year period, the Registrar must take a new test under Clause 3.1.3 within 4 months after such amendments enter into force. The Registrar must pass the new test under Clause 3.1.3 by no later than the 3rd attempt, failing which this shall be deemed a breach of the obligations arising from the Contract.

Proposed amendment to Clause 2.5 of the Registrar Contract to read as follows:

2.5 At least one employee of the Registrar has completed EIF's Training Programme, and the Registrar meets the other competence requirements fixed in the Contract. An employee of the Registrar who has completed the Training Programme must retake the certification test under Clause 3.1.3 every three (3) years. The Registrar must pass the new test by no later than the third attempt, failing which this shall be deemed a breach of the obligations arising from the Contract.

Explanation:

The amendments to the Registrar Contract focus primarily on updating the Registrars' accreditation requirements. The current regulation contains a requirement, established in 2015, to periodically undergo both a certification test and a technical test, which is no longer justified in practice. Specifically, the technical capability and experience of Registrars have grown significantly over the years. In practice, active Registrars are able to keep pace with technical changes and developments without additional mandatory testing, as compliance with technical requirements is part of their everyday operations.

New Registrars remain obliged to pass the technical test before entering into the contract and to demonstrate to EIF that their systems are functional, but with this amendment we wish to remove the need for repeat testing. In practice, Registrars' technical compliance and functionality have remained stable, which is why it is appropriate to remove the separate technical test requirement, as it no longer has practical value.

Under the proposed amendment, Registrars will retain the obligation to periodically undergo the certification test, but repeating the technical test will no longer be required. The period for undergoing the certification test is also renewed from two years to three, and the obligation to undergo an extraordinary test in the event of significant amendments to the Domain Regulation or its annexes is removed.

EIF considers the three-year certification cycle to be justified and sufficient, taking into account that Registrars are also kept informed of regular changes on an ongoing basis. EIF communicates actively with Registrars, among other things

through Registrars' morning coffee sessions and webinars. EIF therefore does not consider it necessary to link the entry into force of every significant amendment to an immediate additional testing obligation, and considers the three-year requirement to be sufficient going forward.

The amendment reduces the administrative burden on Registrars and simplifies the accreditation requirements, while retaining the requirement that at least one Registrar employee holds a valid EIF certificate and is familiar with the Domain Regulation and the Registrar's obligations.

B2 Amend Clause 10.4 of the Registrar Contract

Currently in force:

The Registrar retains the documents referred to in Clauses 10.1 – 10.2 of the Contract for the duration of the Contract and for 10 (ten) years after the termination of the Contract, except where such documents are handed over into EIF's possession upon termination of the Contract. The retention period for a document evidencing the right of representation of the Registrant or the Administrative Contact is a minimum of 1 year from its submission.

Where the Registrar has a Contract in force with EIF, and at the same time the Registrant of the Domain Name has ended its legal relationship with the Registrar (due to a change of Registrar, deletion of the Domain Name, or another action), the Registrar retains such service agreement(s) concluded with the Registrant and the documents related to the provision of the Registration Service for 10 (ten) years after the termination of the service agreement concluded with the Registrant.

Proposed amendment to Clause 10.4 of the Registrar Contract, to be established in the following wording:

The Registrar retains the documents referred to in Clauses 10.1 – 10.2 of the Contract for the duration of the Contract and for 10 (ten) years after the termination of the Contract, except where such documents are handed over into EIF's possession upon termination of the Contract. The retention period for a document evidencing the right of representation of the Registrant or the Administrative Contact is a minimum of 1 year from its submission.

Where the Registrar has a Contract in force with EIF, and at the same time the Registrant of the Domain Name has ended its legal relationship with the Registrar (due to a change of Registrar, deletion of the Domain Name, or another action), the Registrar retains the service agreement(s) concluded with the Registrant and the documents related to the provision of the Registration Service — namely the documents relating to the registration of the Domain Name, the deletion of the Domain Name Registration, and the transfer of the Domain Name — for 10 (ten) years after the termination of the service agreement concluded with the Registrant.

The Registrar retains documents related to renewal of the Registration, updating of contact information, administration of Name Server entries, replacement of the Registrar, administration of DNSKEY records, and other related documents for the duration of the Contract and for three (3) years after the termination of the

Contract, except where such documents are handed over into EIF's possession upon termination of the Contract.

Where the Registrar has a Contract in force with EIF, and at the same time the Registrant of the Domain Name has ended its legal relationship with the Registrar (due to a change of Registrar, deletion of the Domain Name, or another action), it retains documents related to renewal of the Registration, updating of contact information, administration of Name Server entries, replacement of the Registrar, administration of DNSKEY records, and other related documents for three (3) years after the termination of the service agreement concluded with the Registrant.

The Registrar retains a document evidencing the right of representation of the Registrant or the Administrative Contact for at least one (1) year from the submission of the document.

Explanation:

The purpose of the amendment is to update the document retention requirements and to distinguish registration actions of greater evidentiary value from the Registrar's other everyday actions.

Taking into account the feedback received on 09.09.26, we clarify that this amendment also specifies the starting point for calculating the retention period, depending on which legal relationship ends. Where the Contract between EIF and the Registrar ends, the relevant retention period is calculated from the termination of the Contract, except where the documents are handed over into EIF's possession upon termination of the Contract. Where the Contract between EIF and the Registrar remains in force, but the legal relationship between the Registrar and a specific Registrant ends, the relevant retention period is calculated from the termination of the service agreement concluded with the Registrant. The continuing principle behind this distinction is that the obligation to retain documents remains in place even where one of the said legal relationships ends independently of the other.

The 10-year retention obligation remains in place for documents related to the registration, deletion, and transfer of the domain name, as these are actions of significant legal importance which may give rise to disputes even after a longer period of time has passed.

The retention period for documents related to other registration actions, including documents on renewal of the registration, updating of contact information, administration of name server entries, replacement of the Registrar, and administration of DNSKEY records, is shortened to three years. The amendment is made at the proposal of the Registrars and reduces an unjustifiably heavy administrative and data storage burden. The three-year period is in line with the general limitation period for civil-law claims and is sufficient for resolving possible disputes. Registrars always retain the right, based on their own internal GDPR requirements, to justify a need to retain data for longer. The amendment does not affect Registrars' obligation to retain accounting or other documents for a longer period where such an obligation arises from law or other legislation.

In addition, the ten-year retention period takes into account the need to retain

evidence related to registration procedures for the purpose of investigating potential intentional offences. Data related to certain registration procedures may be necessary to respond to inquiries from law enforcement agencies and to be used as evidence in criminal proceedings. Therefore, it is reasonable to retain documents related to the registration, deletion, and transfer of domain names for a period of ten years.

B3 Amend Clause 2 of Annex 2 to the Registrar Contract: Fees and Conditions of Payment

Currently in effect:

2. VAT of 20% is added to fees named in clauses 1.1 and 1.3 – 1.4 in cases prescribed in valid Estonian legislation.

Proposed amendment to Clause 2 of Annex 2 to the Registrar Contract to read as follows:

2. VAT is added to fees set out in clauses 1.1 and 1.3 – 1.4 in cases prescribed in valid Estonian legislation.

Explanation:

The purpose of the amendment is to update the wording of the Registrar Contract and to avoid referring to a specific value added tax rate. The value added tax rate may change over time, and specifying it in the contract could necessitate further amendments to the contract due to technical tax changes.

As a result of the amendment, the VAT rate laid down in the legislation in force in Estonia will apply directly, ensuring that the contract remains in line with the applicable law regardless of any future changes to the VAT rate.

B4 Add Clause 3.3 to Annex 2 to the Registrar Contract

To add Clause 3.3 to Annex 2 to the Registrar Contract to read as follows:

3.3 In the case of automatic renewal of the Domain Name carried out under Section 5.3.2.3 of the Domain Regulation, the Registrar has the right to request from EIF the cancellation of the renewal and a refund of the Renewal Fee, within the time limit and under the conditions set out in the Domain Regulation. Upon cancellation of the renewal, EIF refunds the relevant Renewal Fee to the Registrar's Prepayment Account.

Explanation:

The purpose of this amendment is to establish a clear procedure for reversing the renewal of an automatically renewed domain name in situations where a registrant withdraws their previously given consent to automatic renewal.

The current Domain Regulation allows a Registrar to automatically renew a domain name on the basis of the Registrant's prior consent, but does not regulate a situation where the Registrant changes its intention after the renewal.

The amendment gives the Registrar the right to request, within 15 days,

cancellation of the domain name renewal and a refund of the relevant renewal fee. It also creates a clear legal basis for EIF to cancel such a renewal and refund the renewal fee to the prepayment account.

The amendment supports the registrant's right to change their mind and reduces the financial risk to registrars when offering automatic renewal services.

Part C

Proposed amendment to the Rules of the Domain Disputes Committee

C1 Amend Section 2.11 of the Rules of the Domain Disputes Committee

Amend Section 2.11 of the Rules of the Domain Disputes Committee to read as follows:

2.11. Prior Right means trademarks valid and registered in Estonia; geographic indications; names of individuals; names of entities registered in Estonia; names of the state and local authorities and their agencies; names of international and inter-governmental organisations;

Explanation:

The inclusion of geographical indications in the definition of "Prior Right" is necessary in light of the requirements of European Union law. Regulation (EU) 2024/1143 of the European Parliament and of the Council treats geographical indications as independent intellectual property rights and strengthens their protection in the online environment as well, including in the use of domain names. The Regulation provides that registries of country-code top-level domains of European Union Member States must ensure that geographical indications are taken into account in domain name dispute resolution proceedings.

Thus, this amendment brings the Rules of the Domain Disputes Committee into compliance with European Union law and ensures that owners of geographical indications can protect their rights on the same basis as trademark owners and others. In substance, the Domain Disputes Committee is already required to recognise geographical indications under the directly applicable EU Regulation, but their explicit inclusion in the definition of "Prior Right" will make the regulation clearer and more up to date and increase legal certainty.

The amendment is also consistent with the long-standing practice of the World Intellectual Property Organization (WIPO), under which geographical indications may be considered prior rights that are protected in domain name disputes.

The purpose of the amendment is not to create new rights, but to ensure the effective protection of geographical indications already protected under European Union law in .ee domain dispute proceedings.