



BEST PRACTICES FOR REGISTRARS

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INTRODUCTION

Eesti Interneti SA has developed, in consultation with .ee accredited registrars, these *Best Practices for Registrars*. *Best Practices* provide the customers of the subscribing registrars with additional assurance that, when ordering the .ee domain registration services, they will receive from their registrar reliable information and services that conform to the acceptable quality level.

Subscription to these *Best Practices* is a voluntary option for any registrar and is a testimony to the registrar's customer service and the quality of their services.

A registrar that has subscribed to *Best Practices* will have the right to use the relevant quality mark – a graphic logo.

These *Best Practice Guidelines* were approved by a decision of the Management Board of Eesti Interneti AS on 8 January 2016. Further information on the registrars that have subscribed to *Best Practices* is available on the website of Eesti Interneti SA www.internet.ee.

1. REQUIREMENTS FOR THE REGISTRAR'S STAFF

- 1.1. The staff (including the customer service staff) of a registrar providing the .ee domain registration services will have a thorough knowledge of the .ee domain rules and related regulations; they are able to orient themselves in the Registrar's Information Space, which can be accessed at inforuum.internet.ee (hereinafter also 'the training').
- 1.2. The training will ensure that all staff members (including the customer service staff) of a registrar providing the .ee domain registration services have a thorough knowledge of:
 - 1.2.1. the terms and conditions of applying for the registration, and for registration of an .ee domain;
 - 1.2.2. the content, conditions and cost of the .ee domain registration services provided by the registrar;
 - 1.2.3. the obligations and liability of a registrant of an .ee domain name or their representative (including administrative contact) in the course of the registration and administration of the registrant's .ee domain;
 - 1.2.4. the means of identification of a person registering an .ee domain, and their representative (including administrative contact);
- 1.3. A registrar will take all measures necessary to ensure compliance with their obligations under Paragraphs 1.1 and 1.2.

2. PRINCIPLES OF THE PROVISION OF THE REGISTRATION SERVICE

- 2.1. A registrar will provide the .ee domain registration services in accordance with the Registry Agreement, the .ee domain rules, the service contract signed with the registrant and the applicable legislation of the Republic of Estonia.
- 2.2. The registrar will provide all registration services within a reasonable period after the receipt of the required fee from the registrant and/or the submission of the necessary data or an application to the registrar. A reasonable period for the provision of the registration service is expected to be no longer than 2 (two) working days.
- 2.3. The registrar will grant registrants the use of the DNS servers determined by the registrants.
- 2.4. The registrar will cooperate in good faith with other registrars if the registrant or their representative wishes to change their registrar. Under no circumstances will the registrar prevent or block the change of the domain registrar. If the registrar is changed, the registrar will submit, at the request of the registrant, to the registrant or the new registrar indicated by the registrant, the Authorization Code of the .ee domain immediately, but no later than within 2 (two) working days from the receipt of the relevant request from the registrant.
 - 2.4.1. After the registrar is changed, or if the registrant has stopped using the DNS servers of the previous registrar, the previous registrar will remove the domain from their DNS servers.
- 2.5. The registrar will not market, either by e-mail or telephone, the domain-related services to any third person with whom the registrar has no contractual relations, except where the third person has given their prior consent to such marketing.

3. FUNCTIONS OF THE REGISTRAR'S CUSTOMER SERVICE

- 3.1. The registrar will promptly confirm the receipt of any communication (including e-mails, notices sent through the website, etc.) from a customer, except where such

communication is a repeated notice related to an earlier communication received from the customer. The acknowledgement of receipt will indicate the time of the receipt of the communication.

- 3.2. The registrar will send an initial response to the customer's communication within 2 (two) working days from the receipt of the communication.
- 3.3. The registrar will notify the registrant if more than 24 hours is required for the provision of the registration service requested by the registrant or for the implementation of an operation required for the provision of the service.
- 3.4. The registrar will provide a direct communication channel (e.g. telephone, Skype, irc, etc.) for communication during working hours (9 a.m. to 5 p.m.) with the registrar's staff.
- 3.5. The purpose of the registrar's customer service department is to advise customers, respond to their communications in a relevant and comprehensive manner and to provide the necessary information, as well as to constructively handle and resolve any complaints and issues.

4. INFORMATION TO BE PUBLISHED ON THE REGISTRAR'S WEBSITE

- 4.1. The registrar will publish on their website, in an easily accessible and visible place:
 - 4.1.1. The name and address of the registrar's legal person;
 - 4.1.2. The EIS Authorised Registrar's logo, the minimum height of which will be 40 pixels;
 - 4.1.3. The valid .ee domain rules as well as the standard terms and conditions of the registrar's service contract;
 - 4.1.4. Information about the contact data and working languages of the registrar's customer service;
 - 4.1.5. The information about the content, terms and conditions and cost of the .ee domain registration services as well as the payment terms accepted by the registrar.

5. SUBSCRIPTION TO BEST PRACTICES AND SUBMISSION AND HANDLING OF COMPLAINTS

- 5.1. To subscribe to *Best Practices*, an .ee accredited registrar will submit an application to EIS; the application form is available at the following address: <https://www.internet.ee/registrars/become-a-ee-elite-partner>. In order to subscribe to *Best Practices* and to maintain the relevant status, a registrar must have a valid Registry Agreement with EIS.
- 5.2. EIS will examine the application and explain to the applicant their obligations and rights arising from *Best Practices*. When examining the application, EIS has the right to request from the registrar additional explanations and documents. EIS will approve the subscription of the registrar to the *Best Practices* within 30 calendar days, except where EIS becomes aware that the registrar has failed to comply, or is not able to comply, with their obligations under *Best Practices*.
- 5.3. Any complaints against registrars that have subscribed to *Best Practices* will be submitted to EIS. The object of a complaint to be submitted to EIS will be the alleged non-compliance with an obligation under *Best Practices*; otherwise the complaint will be dismissed.
- 5.4. EIS will have supervisory powers in relation to the registrar's performance of their obligations. EIS has the right to request information and documents from the registrar in the course of exercising supervision. If EIS has reasonable grounds to

suspect that the registrar has failed to comply with their obligations under *Best Practices*, EIS will send the registrar a relevant documented formal notice.

- 5.5. During the examination of a complaint, and where the formal notice specified in Paragraph 5.4 is sent to the registrar, EIS will give the registrar 14 calendar days to submit their positions and objections. EIS will hear the registrar's positions and decide whether the registrar has breached their obligations under *Best Practices*.
- 5.6. Non-compliance with the obligation specified in Paragraph 7.6 will also be considered to be a breach of *Best Practices*.
- 5.7. If non-compliance with *Best Practices* is identified, EIS may impose one of the following sanctions, taking into account the circumstances and gravity of non-compliance:
 - 5.7.1. Issue a warning to the registrar, requiring the registrar to end non-compliance; or
 - 5.7.2. Terminate the subscription of the registrar to *Best Practices* and remove the registrar from the list of registrars subscribing to the Best Practices.
- 5.8. If the registrar has no past record of non-compliance with *Best Practices*, EIS has the right to impose on the registrar the sanctions specified in Paragraph 5.7.1.
- 5.9. The registrar that has been subject to the sanctions specified in Paragraph 5.7.2 may not renew their subscription to *Best Practices* during the 6 months following the termination of their initial subscription.
- 5.10. EIS will publish a notice concerning the subscription, and the termination thereof, of a registrar on their website www.internet.ee.

6. LOGO OF A REGISTRAR THAT HAS SUBSCRIBED TO *BEST PRACTICES*



- 6.1.
- 6.2. A registrar may use the logo only for the marketing of the services provided under the Registry Agreement signed with EIS. After EIS has approved the subscription of a registrar to *Best Practices*, EIS will provide the registrar, upon the latter's request, with the logo of *Best Practices*.
- 6.3. The logo shown in Paragraph 6.1 can be used as the quality mark of an .ee registrar only by registrars who have subscribed to *Best Practices*. A registrar that has not subscribed to *Best Practices* or has been, by sanctions, deprived of their right to use the logo may not identify themselves with the logo shown in Paragraph 6.1 or use the logo in any other way.
- 6.4. The copyright of the logo shown in Paragraph 6.1 will be the property of Eesti Interneti SA.
- 6.5. The names of registrars that have subscribed to *Best Practices* will be highlighted in the comparative table of registrars, which is available on the website of Eesti Interneti SA www.internet.ee.

7. ESTABLISHMENT OF AND AMENDMENTS TO *BEST PRACTICES*

- 7.1 *Best Practices* will be established and amended by a decision of the management board of Eesti Interneti SA.