

## DOMAIN REGULATION

### 1. GENERAL PROVISIONS

1.1 Top-Level Domains are administered by, the Domain Name Registry is maintained by, and the registration of Domain Names is organised by the Estonian Internet Foundation (hereinafter EIF), based on legislation, the resolutions of courts, arbitration tribunal and the Domain Disputes Committee, its articles of association, this domain regulation (hereinafter: Domain Regulation) and according to instructions and standards generally recognised within the Internet community.

1.2 The Domain Regulation replaces in full the requirements prescribed in the document Sub-domain Registration Regulation applicable in the registration of Top-Level Domain .ee sub-domains in Estonia.

1.3 Domain Regulation is applied to all domain names, including domain names registered on the basis of the regulations noted in clause 1.2.

1.4 The Domain Regulation regulates as standard terms the legal relationships between the EIF, the Registrars and the Registrants, including the exercise of rights and the performance of obligations. Integral parts of the Domain Regulation are "General Domains and procedure for registration of Sub-domains under General Domains", "List of reserved domains" and "List of blocked domains".

1.5 Domain Regulation is superior in regards to any conditions established by the Registrar towards the Registrant.

1.6 The list of Registrars is published on the EIF website.

### 2 DEFINITIONS

Definitions have the following meanings in the Domain Regulation:

2.1 "**Top-Level Domain**" means the top-level domain (TLD) .ee recognised by the Republic of Estonia or other Estonia related TLDs.

2.2 "**Sub-domain**" means a marking to the left of the TLD, separated by a period.

2.3 "**ASCII**" refers to the standard American Standard Code for Information Interchange.

2.4 "**Authorisation Code**" refers to the password used to identify the relationship between the registered Domain Name and the Registrant.

2.5 "**Suspension**" means that the relationship between the Domain Name and the assigned Name Servers has been interrupted.

2.6 "**Domain Name**" (domain) is a mark of identification, and is comprised of:

2.6.1 The TLD and the second level Sub-Domain located to the left and separated by a period (for example, in the form nimi.ee) or

2.6.2 The TLD and the General Domain to the left, separated by a period and a third level Sub-Domain (for example, in the form **name.com.ee**).

2.7 "**Availability**" – provision of Name Servers' answers to electronic inquiries by the Name Servers assigned to the Domain Name;

2.8 **"IP Address"** refers to the number combination which simultaneously identifies the computer (or other Internet Protocol using network device) in a commonly used data communication network.

2.9 **"Name Server"** refers to the computer that saves and forwards notices related to the Domain Names and their corresponding IP addresses in the commonly used data communications network;

2.10 **"Registrant"** is the person in whose name the Domain Name is registered or who applies for the registration of a Domain Name.

2.11 **"General Domain"** is the second-level Sub-domain to the left of the Top-Level Domain as listed in the document "General Domains and procedure for registration of Sub-domains under General Domains" (for example, in the form: **pri.ee** or **com.ee**).

2.12 **"Registrar"** is the person or agency who, pursuant to the Registry Agreement, provides Registrants with Registration Services.

2.13 **"Registration Services"** encompass the following services provided to the Registrant on the basis of the Registrant's application:

2.13.1 Registration of the Domain Name;

2.13.2 Deletion of the registration;

2.13.3 Renewal of the registration;

2.13.4 Transferring of the Domain Name;

2.13.5 updating of contact information;

2.13.6 Administration of the name server's entries;

2.13.7 Replacement of Registrar.

2.13.8 DNSKEY records administration

2.14 **"Administrative Contact"** is a natural person who is a legal representative of the Registrant or whom the Registrant has authorised in writing (authorised representative). The Administrative Contact does not have the right to delegate the authorisation. The Administrative Contact has the right to sign and submit Domain Name-related applications on behalf of the Registrant and to receive and forward any information pertaining to the Domain Name(s). The Administrative Contact is responsible for the correctness and genuineness of the data and documents submitted about him/her and the Registrant.

2.15 **"Technical Contact"** is a natural or legal person who, in the name of the Registrant, adds, changes or removes entries of the Name Server of the Domain Name in Name Servers servicing the .EE top-level domain.

2.16 **"Registration"** – registry entry in the Domain Name Registry maintained by EIF, pursuant to which the corresponding Domain Name is registered in the name of the corresponding Registrant.

2.17 **"Registry Agreement"** – Agreement between EIF and the Registrar for ensuring the required provision of Registration Services.

2.18 **"Domain Disputes Committee"** – the structural unit of the EIF that resolves domain disputes on the basis of the respective regulation.

2.19 **"EE Direkt"** – EIF's structural unit, which ensures the availability of all Registration Services to the Registrant in the event that their Registrar Registry Agreement is invalid

2.20 **"WHOIS – database"** refers to a service, via the intermediation of which information regarding Domain Names and Registrants is transmitted in the public data communication network.

2.21 **"Deletion"** is removing a Domain Name and data related thereto from the Domain Name Registry. Deletion shall take place within 24 hours at a random moment, if the EIF's management board has not established otherwise. In that case, the EIF management board will notify Registrars and publish the amendments at least one (1) month before their entry into force.

2.22 **"DNSKEY record"** is a public key used for checking the validity of the chain of trust of DNSSEC as well as the validity of the signatures of the records of the domain name system.

2.23 **"DNSSEC"** is an extension to the domain name system using security keys and enabling the verification of authenticity of the source of a response to a domain name system query, and the integrity of the response.

2.24 **"Zone"** is a directory of Domain Names and their servicing Name Servers made accessible for public use by Name Servers servicing the .ee domain. The addition of a Domain Name into the zone is a prerequisite for finding and using the services on the Internet offered via the Domain Name.

2.25 **"List of blocked domains"** consists of domain names that are prohibited by the EIF for technical or security reasons.

2.26 **"List of reserved domains"** consists of temporarily added domain names, the registration of which has been granted by the EIF only to entitled persons with the aim of protecting Internet users from possible malicious activity or misuse.

2.27 **"Notation concerning prohibition"** is a technical restriction imposed by the EIF on a domain name that prevents it from being disposed of.

### 3 REGISTRATION OF DOMAIN NAMES

#### 3.1 Terms and Conditions for Application

3.1.1 The registration of a Domain Name may be applied for by all persons via the intermediation of a Registrar, whose identity is controlled and who has submitted the required information and documents. The number of Domain Names per Registrant is not limited.

3.1.2 Domain Names are registered by EIF via the intermediation of the Registrar for Domain Name registration applications, in the order they are received by EIF.

#### 3.2 Requirements for the registration of a Domain Name

3.2.1 The Domain Name may only contain numbers (0-9), dashes and letters.

Domain Names with capital and lowercase letters are not differentiated between.

A Sub-domain may not begin or end with a dash; also, it may not contain a dash simultaneously as the third or fourth symbol.

The minimum length of a Sub-domain is one symbol and the maximum length is sixty-three symbols.

3.2.2 Marks of identification, the symbols of which do not correspond to ASCII, are not registered as a Domain Name, with the exception of the letters of the Estonian alphabet.

3.2.3 A Domain Name is not registered if it is identical to a Domain Name with a valid registration.

3.2.4 Certain domains are blocked and these cannot be registered as a Domain Name. The list of blocked domains is established by the EIF's management board and it is published on the EIF website.

3.2.5 Certain domains are reserved and these can only be registered as Domain Names by the entitled persons. The list of reserved domains is established by the EIF's management board and it is published on the EIF website.

### **3.3 General Domains**

3.3.1 In order to register a Sub-domain under a General Domain, the Registrant of the Sub-domain must meet the terms and conditions for the General Domain that have been laid down in the document "General Domains and procedure for registration of Sub-domains under General Domains".

3.3.2 General Domains and procedure for registration of Sub-domains under General Domains are published on the EIF website.

### **3.4 EIF activity in the registration of domain names**

3.4.1 Regarding the Domain Name, the EIF publishes via the intermediation of the WHOIS service its Name Servers' names, DNSKEY records, the Registrar's name, date of registration of the Domain Name, date of the most recent amendment of the Registration data, the Domain Name status and the Domain Name expiry date. In the case of a Registrant who is a legal person, the EIF also publishes the name, registry code, phone number and the name and e-mail address of the Administrative and Technical contacts. After the Domain Name expiry date, in addition to the data listed above, the EIF also publishes the Domain Name suspension and expiry date via the WHOIS service.

3.4.2 After registration of the domain name, the EIF will enable the Registrant of the Domain Name whose contact details are not publicly available through the WHOIS service to be contacted. In this case, the EIF will not disclose the Registrant's data.

3.4.3 Upon the registration of the Domain Name, EIF fixes the required technical information in the Top-Level Domain Name Servers to ensure the availability of the Domain Name. The Domain Name is not registered if the Name Servers do not allow or disrupt the work of the Top-Level Domain's Name Servers.

3.4.4 In so far as EIF performs operations of either an informative or technical nature during Domain Name registration, EIF does not control in any instance whether the registration of the Domain Name or the Domain Name in any manner or intended use violates the rights of third parties, including the rights arising from intellectual property. The purpose behind performing the named registry operations is not the justification of the actions or rights of the Registrant in his/her relationships with third persons.

## **4 LIABILITIES OF THE REGISTRANT**

### **4.1 General requirements**

4.1.1 The Registrant is required to disclose the following information in the Domain Name registration application:

- a) the Domain Name being applied for,
- b) the name of the Administrative Contact, their personal identification code and the name of the country that issued it (or in the absence of the personal identification code – the date of birth and the name of the country of nationality), telephone number and e-mail address,,
- c) in the case of a Registrant who is a legal person – their name, registry code and the name of the country which registered it, telephone number and e-mail address.
- d) in the case of a Registrant who is a natural person – their first name(s) and surname, personal identification code and the name of the country which issued it (or in the absence of the personal identification code – the date of birth and the name of the country of nationality), telephone number and e-mail address.

The Registrant may also include the following information in the Domain Name registration application:

- e) the name of the Technical Contact, their registry code or personal identification code and the name of the country which registered or issued it (or in the absence of the personal identification code – the date of birth and the name of the country of nationality), phone number and email address.

4.1.2 The Registrant is not obliged to submit the data requested in Clause 4.1.1 b) of the Domain Name registration application if the same data has already been submitted under Clause 4.1.1 d).

4.1.3 The Registrant or the Registrant's representative (Administrative Contact) specified in the application mentioned in clauses 5.3.1 and 5.3.5–5.3.6 of the Domain Regulation must allow for the verification of their identity and the establishment of the Registrant's intention in the manner laid down in Chapter 4<sup>1</sup> of the Domain Regulation.

4.1.4 The Registrant shall submit correct data in its application, including ensure that the Administrative Contact and the Technical Contact set out in the application agree to perform relevant tasks. The Registrant must notify the Registrar of any changes to the named data within 7 working days, by submitting to the Registrar the application listed in clause 5.3.3. The Registrant shall also submit an application for changing data related to the Domain Name if the Administrative Contact or the Technical Contact does not agree to perform relevant tasks any more. The Registrar immediately amends the Registrant's data in the EIF database.

4.1.5 With the submission of the Domain Name registration application or the Domain Name transfer application noted in clause 5.3.6.2, the Registrant undertakes in good faith before EIF to fulfil the Domain Regulation and instructions published by EIF, and agrees and confirms that:

4.1.5.1 The information in the application submitted by the Registrant is correct;

4.1.5.2 The Registrant has the desire and the Registrant also has the right to use the Domain Name marked in the application;

4.1.5.3 The registration and use of the Domain Name does not, to the knowledge of the Registrant, violate any valid legal acts or third party rights;

4.1.5.4 The Registrant shall take part in the proceedings of the Domain Disputes Committee pursuant to the Domain Disputes Committee regulation and the Registrant undertakes to adhere to the aforementioned regulations; the Registrant's non-participation in the proceedings shall not impede the Domain Disputes Committee from making a decision with regard to a Domain Name;

4.1.5.5 EIF and a Registrar via whose intermediation a Registrant has applied for the registration of a Domain Name or for the replacement of a Registrar may process the Registrant's personal data according to the procedure, in the manner and for the purposes prescribed in clauses 8.1–8.4 of the Domain Regulation;

4.1.5.6 The Registrant's declaration of intention regarding the application noted in sections 5.3.5 – 5.3.6 of the Domain Regulation shall be replaced by the decision having entered into force of the court of the Domain Disputes Committee, court or arbitration tribunal.

4.1.6 The Registrant is obligated to ensure the existence of technical conditions for the availability of the Domain Name and to provide, upon the demand of EIF, information regarding the activities of its Technical Contact and the technical systems.

4.1.7 The Registrant is obligated to compensate EIF for expenditures which the latter has incurred and/or the compensation of which is demanded from the latter (including in the framework of civil, administrative or criminal proceedings) on account of the registration and/or use of the Domain Name by the Registrant violates the rights of a third party.

4.1.8 The Registrant is equally liable for a Domain Name registered in his/her own name and for all of the actions or failures to act of third parties using the Domain Name Sub-domain, except in the instance where the liability for the actions or failure to act of a third party are prohibited pursuant to valid legislation in the Republic of Estonia.

#### **4<sup>1</sup> IDENTIFICATION AND IDENTITY VERIFICATION REQUIREMENTS**

This Chapter lays down the identification and identity verification requirements in accordance with clause 4.1.3 of the Domain Regulation.

4<sup>1</sup>.1. The Registrant or his representative shall, for the purposes of identity verification and establishment of the Registrant's intention:

- 4<sup>1</sup>.1.1. sign the application submitted to the Registrar either in handwriting in the presence of the Registrar's representative or electronically using the Estonian ID card or Mobile ID; or
  - 4<sup>1</sup>.1.2. sign the application submitted to the Registrar electronically using an electronic identification tool accepted by the EIF to enable electronic signature; or
  - 4<sup>1</sup>.1.3. 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;
- 4<sup>1</sup>.2. An electronic signature provided by an e-resident of Estonia shall be deemed equivalent to the electronic signature specified in clause 4<sup>1</sup>.1.1 (see Chapter 5<sup>2</sup> of the Identity Documents Act).
- 4<sup>1</sup>.3. The EIF's management board shall approve the list of electronic identification tools. The list shall be made available on the EIF website. The EIF's management board may unilaterally amend the list, notifying the Registrars thereof and posting the amendments on the EIF website at least one (1) month prior to their entering into force.
- 4<sup>1</sup>.4. In the cases specified in the clause 4<sup>1</sup>.1.3, the application is deemed submitted to the Registrar after the Registration Service fee has been credited to the Registrar's account.
- 4<sup>1</sup>.5. The application submitted to the Registrar, in respect of which at least one of the requirements laid down in clauses 4<sup>1</sup>.1.2–4<sup>1</sup>.1.3 is met, is legally equivalent to the application signed in accordance with the requirements specified in clause 4<sup>1</sup>.1.1.
- 4<sup>1</sup>.6. The Registrant does not need to sign the application submitted to the Registrar electronically if the Registrar has established the identity of the Registrant by logging in to the self-service environment using the means referred to in clauses 4<sup>1</sup>.1.1 and 4<sup>1</sup>.1.2 of the Domain Regulation respectively, and the Registrar's self-service environment allows such a solution. This provision applies only to the Registration Service referred to in clause 5.3.1 of the Domain Regulation

## **5 RIGHT OF REGISTRANT TO REGISTRATION SERVICES**

5.1 Registration Services are provided by the Registrar to the Registrant on the basis of a service contract concluded in writing or in a format that can be reproduced in writing. The Domain Regulation is deemed to be an integral part of the service contract.

5.2 If the Registrar's Registry Contract with EIF has expired, the Registrant selects a new Registrar in the manner prescribed in clause 7.

5.3 The Registrar provides Registration Services with the following content

### **5.3.1 Registration of the domain name**

5.3.1.1 The Registrar forwards the Registrant's application for the registration of a Domain Name to EIF.

5.3.1.2 The Registrar is not responsible for the registration of the Domain Name by EIF.

5.3.1.3 EIF sends a notice to the Registrar having submitted the application, regarding the registration or non-registration of the Domain Name.

5.3.1.4 The Domain Name shall be registered for 3, 6 or 9 months or for 1 to 10 years (hereinafter: registration period). The Domain Name shall be deemed as registered as from the date of registration of the Domain Name by EIF.

### **5.3.2 Renewal of the registration**

5.3.2.1 The Registrar extends the Registration of the Domain Name in the name of the Registrant for the following registration period on the condition that the Registrant has beforehand paid the renewal fee agreed upon in the contract concluded with the RegistrarUpdating of contact information.

5.3.2.2 On the condition that the Registrant has given express agreement for this when concluding the service contract with the Registrar, the Registrar may extend the Registration of the Domain Name in the name of the Registrant for the following registration period without the Registrant having paid the renewal fee beforehand. The Registrar will not extend a Domain Name if the Registrant has expressed a different wish within 30 days starting from the issuing of the Domain Name extension notice to the Registrant's e-mail address by the Registrar. The Registrar will not issue the mentioned notice before such a time as the extension of registration is allowed according to clause 5.3.2.3.

5.3.2.3 The duration of a valid Registration period may be less than 11 years.

### **5.3.3 Updating of contact information**

The Registrar will transmit to the EIF the Registrant's application for changes to the data specified in clauses 4.1.1 (b) - (e) of the Domain Regulation. The EIF also enables the Registrant to change his or her contact data via mediation of the environment created by the EIF for the Registrant, the changes of which are forwarded to the Registrar.

### **5.3.4 Administration of name server entries**

5.3.4.1 The Registrar allows the Registrant, Administrative Contact or Technical Contact to add, amend and remove entries of the name servers related to the Domain Name or performs those operations at the request of the said persons.

5.3.4.2 In order to add the Domain Name into the zone, the domain name of the Name Server servicing it should be associated with the Domain Name. The IP address of the Name Server servicing the Domain Name is only published in addition to the domain names if the Domain Name of the Name Server is a Sub-domain of the Domain Name being registered.

5.3.4.3 The EIF reserves the right to remove problematic and/or incorrect Name Server entries related to a Domain Name from the zone. The EIF has the right to amend or remove problematic and/or incorrect Name Server entries from the Domain Name Registry and/or request it from the Registrant, the Administrative Contact, the Technical Contact or the Registrar managing the Name Server entries. The EIF has the right to suspend the Domain

Name, refuse and/or not register or renew a Domain Name to which problematic and/or incorrect Name Server entries have been added or are to be added.

5.3.4.4 If the Registrar is the provider of the administrative service of the Name Server records related to the Domain Name, the Registrar has the right to add, delete, and change the Name Server records for technical reasons without a request from the Registrant, the Administrative Contact or the Technical Contact.

### **5.3.5 Deletion of the registration**

5.3.5.1 The Registrar shall forward the Registrant's application for the deletion of a Domain Name Registration to EIF. The application in question shall be deemed invalid if it was forwarded prior to the conclusion of the proceedings concerning the Domain Name in the Domain Disputes Committee, court or arbitration tribunal.

5.3.5.2 Upon receipt of the Registrant's application, EIF shall send to the Registrant's e-mail address an e-mail for confirmation of the deletion of the Domain Name Registration. If the basis for deletion is the decision of the Domain Disputes Committee, court or arbitration tribunal or if the Registrant's direct intention to delete the Domain Name has been previously established by the Registrar, the Registrant's confirmation shall be deemed received. EIF shall suspend the Domain Name Registration upon receipt of the confirmation from the Registrant and shall delete the Registration 30 days after the suspension.

### **5.3.6 Transferring of the domain name**

5.3.6.1 Upon the transfer of a Domain Name the Registrant transferring the Domain Name shall be replaced by the (new) Registrant taking delivery.

5.3.6.2 Upon the transferring of the Domain Name, the Registrar forwards to EIF the signed application of the Registrant taking delivery, in which the desire to register the Domain Name in his/her name is evident, along with the data named in clause 4.1.1. The application in question shall be deemed invalid if it was forwarded prior to the conclusion of the legal dispute proceeding concerning the Domain Name in the Domain Disputes Committee, court or arbitration tribunal.

5.3.6.3 The application shall enclose the consent signed by the transferring Registrant in accordance with the requirements laid down in Chapter 4<sup>1</sup> 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.

5.3.6.4 The requirement for the application to be signed shall not apply to the Registrant accepting delivery if he has complied with the requirements laid down in the clause 4<sup>1</sup>.1.3 of the Domain Regulation in connection with the application.

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.

5.3.6.6 EIF shall promptly notify the Registrar of the transferring Registrant and the Registrant accepting delivery of the transfer of the Domain Name or of the refusal to do so. The relevant Registrar is obliged to promptly forward the said information to the transferring Registrant or the Registrant accepting delivery.

### **5.3.7 Replacement of Registrar**

5.3.7.1 The Registrant has the right to replace their Registrar, submitting a corresponding application for a new Registrar.

5.3.7.2 The current Registrar must cooperate in good faith with the Registrant and the new Registrar in the transfer of the possibility of the provision of the Registration Service from one Registrar to the other.

5.3.7.3 Upon the request of the Registrant the present Registrar shall submit, to the Registrant or the new Registrar designated by the Registrant, Domain Name(s) Authorisation Code(s) within first change as of the receipt of the request. If the current Registrar does not submit the Authorization Code within reasonable time, the Registrant has the right to apply for the Authorization Code from the EIF.

5.3.7.4 Only the new Registrar may demand a fee from the Registrant in relation to the replacement of the Registrar.

### **5.3.8 DNSKEY records administration**

5.3.8.1 The Registrar will add, delete and change the DNSKEY record of a Domain Name on the request of the Registrant, Administrative Contact or Technical Contact.

5.3.8.2 If a Registrar is the provider of Name Servers assigned to a Domain Name and of the DNSSEC key administration service, the Registrar has the right to add, delete and change the Domain Name's DNSKEY records without a request from the Registrant, its Administrative Contact and Technical Contact.

5.3.8.3 EIF has the right to remove or reject a Domain Name's DNSKEY records if the records cause or may cause disruptions in the operation of the domain name system, or if the records do not conform with generally accepted standards.

5.4 The Registrant also has the right to demand from his/her Registrar the provision of all Registration Services in the event that the Registrant does not wish to use the services provided or intermediated by another Registrar (for example: web accommodation, e-mail, etc.),

5.5 The Registrar discloses on its website the costs of the Registration Services to be provided and the general terms and conditions of the service contract to be concluded with the Registrant.

## **6 FAILURE TO REGISTER DOMAIN NAME, SUSPENSION AND DELETION**

6.1 The EIF may refuse to register the Domain Name, suspend and/or implement the notations concerning prohibition only with good reason, including, first and foremost, if:

6.1.1 Pursuant to the Domain Regulation, EIF has not been sent a Domain Name registration application or a transfer application or consent;

6.1.2 The identity and/or the intention of the Registrant or the Registrant's representative was not checked in conformity with the Domain Regulation;

6.1.3 The terms and conditions for registration of a Sub-domain under a General Domain have not been met;

6.1.4 The Registrant has violated the Domain Regulation and has not terminated the violation within the term of at least 10 working days designated in the notice sent by EIF to the Registrant's Administrative Contact;

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

6.1.6 The registration period for the Domain Name has ended and the Registration renewal application has not been received by EIF within 15 days as of the ending of the previous registration period;

6.1.7 If a relevant justified request is forwarded to EIF by a competent government agency;

6.1.8 The Domain Name has been blocked or reserved;

6.1.9 A corresponding Domain Disputes Committee, court or arbitration tribunal decision has entered into force regarding the Registrant;

6.1.10 A relevant request is forwarded to EIF by the Registrar;

6.2 EIF discontinues the suspension of the Domain Name and/or the implementation of the notations concerning prohibition immediately in the case of the lapse of a good reason.

6.3 EIF may delete a Domain Name Registration after 30 days have passed from the suspension if the suspension of the Domain name has not been terminated within the said period.

6.4 EIF management board may establish auction medium requirements for Domain Names that will be deleted according to clause 6.3. The requirements for an auction medium will be published on the EIF webpage. The EIF management board may unilaterally amend the requirements for the auction medium, notifying the Registrars thereof and posting the amendments on the EIF website at least one (1) month prior to their entering into force.

6.5 If EIF learns that a Registrant that is a legal person has been deleted from the register, EIF shall notify contact persons related to the Domain Name thereof and make a proposal that the Registrant holding a right to the Domain Name would submit to the Registrar a Domain Name transfer application according to clause 5.3.6.2 of the Domain Regulation. Documents certifying the acquisition of the Domain Name that replace the consent of the surrendering Registrant as laid down in clause 5.3.6.3 of the Domain Regulation must be appended to the application. EIF shall make a proposal for submitting the aforesaid documentation to the Registrar within 30 days. If the Domain Name has not been transferred in accordance with this clause and within the term, EIF shall have the right to delete the Domain Name Registration.

6.5<sup>1</sup> A domain name registered to a deleted legal person is entitled to be transferred to the actual user. According to clause 5.3.6.2 of the Domain Regulation, the actual user must submit to the Registrar an application for the transfer of the Domain Name, accompanied by its own evidence and assurances. The Registrar shall have the right to identify the actual user of the domain name using the information at its disposal or provided by the Registrant and, in the case of doubt, not to provide the Registration Service.

6.6 If EIF learns that a Registrant who is a natural person is deceased and if 6 months have elapsed from the death, EIF shall notify contact persons related to the Domain Name thereof and make a proposal that the Registrant holding a right to the Domain Name would submit a Domain Name transfer application to the Registrar according to clause 5.3.6.2 of the Domain Regulation. Succession documents that replace the consent of the surrendering Registrant as laid down in clause 5.3.6.3 of the Domain Regulation must be appended to the application. EIF shall make a proposal for submitting the aforesaid documentation to the Registrar within 30 days. If the Domain Name has not been transferred in accordance with this clause and within the term, EIF shall have the right to delete the Domain Name Registration.

6.7 EIF shall immediately notify the Domain Name Registrar of the suspension of the Domain Name, the termination of the suspension and the deletion of the Registration. The Registrar shall immediately forward the said information to the Registrant of the relevant Domain Name. EIF shall have the right to additionally forward information about changes related to the Domain Name directly to the Registrant.

## **7 CONSEQUENCES OF THE EXPIRY OF THE REGISTRY AGREEMENT**

7.1 If the Registrar's Registry Contract with EIF has expired, and EIF has notified the Registrant's Administrative Contact of this, the following terms and conditions shall be applied to the Registrant;

7.1.1 EE Direkt is automatically deemed to be the Registrant's Registrar as of the date of the expiry of the Registry Agreement and in regards to the Registrant and Domain Name the General Terms and Conditions and Price List of the EE Direkt Registration Service are applicable.

7.1.2 In order to allow for the selection of a new Registrar, EE Direkt will provide the Registration Services prescribed in clauses 5.3.3 to 5.3.8 for a period of three (3) months from the date stated in clause 7.1.1, and will do so free of charge. During the period when EE Direkt is providing the mentioned Registration Services to the Registrant, EIF will not suspend the Domain Name on the grounds prescribed in clause 6.1.6, or delete a previously suspended Domain Name's Registration from the Registry on the same grounds.

7.1.3 Upon expiration of the period named in clause 7.1.2, EIF will only perform the action prescribed in clause 5.3.7.3 and will suspend and delete the Domain Name as stipulated in Section 6.

## **8 PROCESSING AND PROTECTION OF PERSONAL DATA**

8.1 Personal data for the purposes of the Domain Regulation are any data about a natural person that have been submitted to EIF in connection with the registration of a Domain Name. For the purposes of the Personal Data Protection Act, EIF is the chief processor of personal data and the Registrar is the authorised processor of personal data. EIF processes personal data as follows:

8.1.1 personal data (name, personal identification code, date of birth, personal identification document data, etc.) for checking the identity and the right of representation of the Registrant and the Registrant's Administrative and Technical Contact;

8.1.2 the name and contact data (telephone number, e-mail address, etc.) of the Registrant, the Administrative and Technical Contact to provide information and to enable the operation of the Domain Register;

8.1.3 to disclose the names and e-mails of a Registrant who is a natural person, and it's Administrative and Technical Contact on the Internet via answering WHOIS service queries only on the basis of individual consent;

8.1.4 If the phone number of a Registrant, who is a legal person, is considered to be the personal data of a natural person, the EIF will publish the phone number on the Internet by responding to the WHOIS service inquiries only based on the person's separate consent;

8.1.5 domain name servers of natural person Registrant in order to add domain name to zone and make domain name publicly available;

8.1.6 all personal data for registering a Domain Name or deciding or performing another operation falling within the competence of EIF;

8.1.7 all personal data for the processing of domain disputes in the Domain Disputes Committee and in court;

8.1.8 all personal data for adhering to legislation or a standard, instruction or customary practice with a mandatory effect in regards to EIF, as well as for the protection of its violated or disputed rights in court or extrajudicially.

8.2 A Registrar via whose intermediation a Registrant has applied for the registration of a Domain Name or for the replacement of a Registrar shall process the personal data for the

purposes prescribed in clause 8.1.1. Personal data set out in clause 8.1.2 shall be processed by the aforesaid Registrar for the forwarding of information.

8.3 EIF has the right, in the case of the objectives set out in clause 8.1, to prepare on different bases lists from analysed personal data (for example, a list of Registrants, etc.).

8.4 The EIF may disclose to third parties the personal data provided by the Registrant to the EIF for processing only to the entitled person on the basis of their lawful and sufficiently justified request for access. The EIF will respond to the request for access within 72 hours of receiving the request for access. The EIF Management Board confirms the principles and procedure for disclosing personal data to third parties in accordance with Clause 8.6 of the Domain Regulation.

8.5 A Registrant, Administrative Contact and Technical Contact have the right at any time to receive from EIF and the Registrar via whose intermediation the Registrant has applied for the registration of a Domain Name or for the replacement of a Registrar information about its personal data processed by EIF and the Registrar.

8.6 EIF management board may impose additional explanations and guidelines to processing and protecting personal data stipulated in section 8, which will be published at EIF web page.

## **9 ADDITIONAL TERMS AND CONDITIONS**

9.1 The Registrar's right to transfer rights and obligations

9.1.1 The Registrar has the right to transfer his/her rights and obligations to another Registrar without the consent of the Registrant.

9.2 Establishment and amendment of the Domain Regulation

9.2.1 The Domain Regulation and the General Terms and Conditions and Price List of EE Direkt's Registration Service are established by EIF.

9.2.2 EIF may unilaterally amend the documents listed in clause 9.2.1, by notifying the Registrars and publishing the amendments on the EIF website at least two (2) months prior to the entry into force of the amendments.

9.2.3 The Registrar notifies the Registrant of changes in Domain Regulation no later than one (1) month prior to their entry into force.

9.2.4 if the above mentioned amendments are not acceptable to the Registrant, the Registrant has the right to delete the registration of the Domain Name or the right to transfer the Domain Name by the term prescribed in clause 9.2.2.

9.2.5 If the Registrant does not use the right prescribed in clause 9.2.4, it shall be deemed that he/she has consented to the amendments to the documents named in clause 9.2.1.

9.3 The EIF may, on the basis set out in the law, in the cases established in the Domain Regulation and the Rules of the Domain Disputes Committee and on the basis thereof, set the notations concerning prohibition for the Domain Name.

9.4 In the event that a Domain Name registration subject to clause 9.3 is about to expire, the EIF may transfer this Domain Name to the Reserved Domains List.

## **10 COMPENSATION FOR DAMAGE**

10.1 If there is no intent involved on the part of EIF, then EIF's liability regarding the damage incurred by the Registrant is limited to the compensation of direct damage in the

extent of one (1) Domain Name registration fee according to EE Direkt's Registration Service Price List.

10.2 In no instance shall EIF be responsible for loss of profit, reduced sales or any other indirect damage.

10.3 The claim for compensation of damages shall be valid in the event that notification has been given within ninety (90) days as of the moment when the claimant became aware of the circumstance serving as the basis for the claim or should have become aware.

## **11 SETTling OF DISPUTES**

11.1 Taking into consideration the consent granted by the Registrant with the Domain Name registration application (Domain Regulation clause 4.1.5.4.), all Domain Name registration and use-related legal disputes between the Registrant(s) and a third party shall be resolved in the Domain Disputes Committee pursuant to its rules and regulations and Estonian legislation. The rules and regulations of the Domain Disputes Committee are published on the EIF website.

11.2 An attempt shall be made initially to resolve disputes between EIF, the Registrar and the Registrant in good faith through negotiations.

11.3 In the claim submitted to EIF, the circumstances serving as the basis for the submitted claim are to be demonstrated. If the document serving as the foundation for the claim is not readily available, the document is to be appended to the claim.

11.4 In the event of a failure to reach an agreement, all disputes between EIF, the Registrar and the Registrant shall be resolved in Harju County Court, in Tallinn.

11.5 Estonian legislation shall be applied to the relationships between EIF, the Registrar and the Registrant and the Domain Regulation.

## **12 FINAL PROVISIONS**

12.1 The valid versions of the Domain Regulation and the General Terms and Conditions and Price List of EE Direkt's Registration Service are published on the EIF website.

12.2 In the case of possible discrepancies and multiple interpretations involving Estonian and foreign language translations of the documents listed in clause 12.1, the Estonian language documents shall serve as the basis.

12.3 The Registrant and the Registrant's representative, including the Administrative Contact are required to submit to EIF and the Registrar the necessary data and documents required for controlling their identity and right of representation and to allow copies to be made.

12.4 The identity of a natural person is verified on the basis of the relevant original identity documents or by means of a certificate enabling digital identification of a person in accordance with the requirements laid down in Chapter 4<sup>1</sup> of the Domain Regulation (including ID card and Mobile ID) or in compliance with the requirements laid down in the clause 4<sup>1</sup>.1.3 of the Domain Regulation.

12.5 The identity of a foreign legal person is established with an extract or certificate of registration from the corresponding registry of the foreign country and/or other registry data requested by EIF for this purpose.

12.6 EIF has the right to demand that documents issued in a foreign country be legalised or certified with a certificate substituting for legalisation (apostil), if the international agreement does not prescribe otherwise.

12.7 In the case of foreign language documents, EIF has the right to demand the translation of the documents into Estonian. The translation must be performed by a sworn translator or the translator's signature must be notarially certified.

12.8 EIF has the right to presume the authenticity, validity and legality of documents submitted to it via the Registrar. EIF has the right to make copies of documents submitted to it and to save notices, applications and claims sent to it electronically and if necessary to use the saved information for evidentiary purposes.

12.9 Neither EIF nor the Registrar shall accept documentation or applications proving the right of representation, in which the desire of the Registrant is ambiguous and other documents whose authenticity raises doubts. Upon the request of EIF or the Registrar, the Registrant or the Registrant's representative is required, for the clarification of circumstances, to appear before EIF or the place of residence of the Registrar and to present explanations and documents.

12.10 EIF and the Registrar have the right to demand that the authorisation document issued to the Registrant be notarially certified.

12.11 The Registrant is obligated to inform his/her Registrar of the cancellation or declaration as invalid of an authorisation document issued by the Registrant, including a notarially certified authorisation document, also in the event that the corresponding notice is published in the publication Official Announcements.

12.12 The EIF Management Board approves the principles of the EIF work and the procedure for ensuring that the EIF collects and stores accurate and complete Domain Name registration data in the Domain Name Registry. The EIF will publish such principles and procedures on the EIF website.

**In case of any wording misapprehensions between the English and Estonian version of this Domain Regulation, wording in Estonian is superior and legally binding.**