

Pursuant to Article 27 Paragraph 1 of the Statute of the Foundation "Serbian National Register of Internet Domain Names", at a session held in Belgrade on 22 December 2012, the Conference of Co-Founders of the Serbian National Register of Internet Domain Names, adopts the following

GENERAL CONDITIONS
on the Operation of Registrars
of National Internet Domain Names

Purpose of General Conditions
Article 1

(1) General Conditions on the Operation of Registrars of National Internet Domain Names (hereinafter: General Conditions) set out conditions for the accreditation and manner of operation of Registrars of the national internet domain names managed by the Serbian National Register of Internet Domain Names Foundation (hereinafter: RNIDS).

Definition of basic terms
Article 2

(1) "Registrar" is a corporation or an entrepreneur registered in Serbia accredited by RNIDS to provide services of register national internet domain names managed by RNIDS.

(2) Services of registering national internet domain names include: registration of national internet domain names, modifying information on registration of national internet domain names, renewal of registration of national internet domain names, transfer of national internet domain names among the Registrars, transfer of registration of national internet domain names, activating data protection for national internet domain names, termination of national internet domain names and other business.

(3) "Administrative application for Registrars" is a software that RNIDS makes available to Registrars to be used for administration and registration of national internet domain names purposes.

(4) "RNIDS Web Services" is a collection of automated services that allow Registrars to directly access RINDS information system, in accordance with RNIDS technical specifications, for the purposes of performing tasks in connection with the registration of national internet domain names.

(5) "Administrator" is an individual authorized by a Registrar to perform administrative tasks in connection with the registration of national internet domain names by using Administrative application for Registrars.

(6) "Operator" is an individual authorized by a Registrar to perform registration of national internet domain names

Applying for the status of the Registrar

Article 3

(1) The applicant submits to RNIDS a request for the status of Registrar, accompanied by all the required documentation confirming their legal status and their technical and administrative competence for carrying out tasks in connection with the registration of national internet domain names.

(2) An Act passed by the Board of Governors of RNIDS prescribes detailed conditions for receiving Registrar accreditation, conditions for operation and performance measurement criteria to be applied both by RNIDS and the Registrants. By submitting an application for the status of the Registrar, the applicants acknowledge that they are familiar with and that they accept all RNIDS acts relating to the registration of national internet domain names.

(3) Within 14 days after the test phase has been successfully completed, and based on the submitted application and supporting documentation, RNIDS will make a decision on entering into Contract on providing services of registering national internet domain names with the applicant.

Article 4

(1) The following supporting documentation must be submitted with the application:

- Description of the applicant's business;
- List of staff and proof of their ability to perform tasks relating to the registration of national internet domain names;
- Proof of technical adequacy of the applicant to perform tasks relating to the registration of national internet domain names;
- Description of procedures the applicant will employ for the tasks relating to the registration of national internet domain names and the tasks relating to the technical support to the Registrants;
- Web address of the applicant;
- Application for the permission to use RNIDS Web Services in accordance with these General Conditions if the applicant desires to use its own web applications for the registration.

(2) Following the submission of the application and supporting documentation, the staff of the applicant will go through the mandatory training and testing by RNIDS, which, at a minimum, includes:

- For Administrators, operation of all functions of the Administrative application for Registrars, using a test data set, including adding, changing and deleting;
- For Administrators and Operators, registration of national internet domain names from a test data set, change of records for national internet domain names, transfer of the registration to another Registrant, transfer to another Registrar, as well as deleting national internet domain names.

(3) Administrator and Operators must show proficiency in national internet domain names system and RNIDS Acts that regulate registration of national internet domain names.

Testing stage
Article 5

(1) Before the Contract is entered into, the applicant must go through the testing stage that must be completed within 30 days of the application date.

(2) Should the applicant fail during the testing stage or fail to provide access to RNIDS to perform testing within the proscribed period, application will be rejected without the right of the applicant to request a refund of funds paid for the testing costs.

(3) The purpose of testing is to check technical and operational functionality of the system of the applicant for communication with RNIDS. Testing is performed in accordance with technical specifications established by RNIDS.

Technical and administrative conditions
Article 6

(1) The Registrar must possess technical infrastructure for performing tasks relating to the registration of national internet domain names.

(2) The Registrar must certify that he possesses technical and administrative competence necessary for successful performance of tasks relating to registration of national internet domain names, using the automated system of RNIDS, in accordance with technical specifications published by RNIDS.

(3) RNIDS reserves the right to make changes and additions to technical specifications for registration of national internet domain names. RNIDS is obliged to inform the Registrars about these changes at least 45 days prior to their coming into effect.

(4) If the Registrar consents to proposed changes and additions to technical specifications for registration of national internet domain names, they are obliged to adjust their own system with proposed changes by the day they come into effect.

(5) If the Registrar does not consent to proposed changes and additions, it shall inform RNIDS about this in writing, which information shall constitute the termination of the Contract by the Registrar.

(6) RNIDS reserves the right to temporarily suspend or limit registration of national internet domain names, if it is necessary for the protection of technical and administrative functioning of the national internet domain names.

**Infrastructure for the performance of tasks
relating to the registration of national internet domain names
Article 7**

- (1) Infrastructure must be under the complete administrative and technical control of the Registrar.
- (2) Registrar must undertake the highest measures for securing reliable and secure functioning of the infrastructure used for the tasks relating to the registration of national internet domain names, and at a minimum, uninterruptable power supplies for computer and network equipment, access control, anti-virus protection, and similar, all according to the conditions established by RNIDS.

**Contract on the performance of tasks
relating to the registration of national internet domain names
Article 8**

- (1) By entering into a Contract with RNIDS, the applicant becomes a Registrar, i.e. acquires the right to perform tasks relating to the registration of national internet domain names for the Registrants (end users), in accordance with these General Conditions and other enactments relating to the registration of national internet domain names.
- (2) RNIDS may enter into Contract for the performance of tasks relating to the registration of national internet domain names with multiple Registrars.
- (3) Before entering into Contract the applicant must pay RNIDS the fee for the testing of technical capability for the performance of the tasks relating to the registration of national internet domain names, and after entering into Contract the Registrar must make an advance payment equivalent to 200 domain name years for the .rs domain, as per current RNIDS price list.
- (4) Contract term is one year from the date of signing, automatically extended for the following year, provided conditions relating to the registration of national internet domain names proscribed by RNIDS are met.
- (5) Model Contract on the performance of tasks relating to the registration of national internet domain names is determined by the Board of Governors of RNIDS.
- (6) RNIDS publishes on its website the list and basic information on Registrars with status updates relating to their right to perform registration of national internet domain names.

Business conduct
Article 9

- (1) In the performance of its business a Registrar must provide efficient, correct and quality service, taking into consideration the interest of the Registrant.
- (2) Registrar will conduct its business according to the best practice of model businessmen and will refrain from releasing information that may confuse the Registrant.
- (3) Registrar will not engage in unfair competition with other Registrars and will not release unverified information about the performance of other Registrars.
- (4) Registrar will not register domain names that are regulated by these General Conditions on his own behalf in order to re-sell them on the "parallel market".
- (5) Registrar will not register large number of domain names on his own behalf for the purposes of "warehousing". "Large number" shall mean more than fifty national internet domain names.
- (6) Registrar is responsible for the damages that his business conduct may cause while being engaged in the business relating to the registration of national internet domain names.

Customer support
Article 10

- (1) Registrar must provide customer support to the Registrants relating to the registration of national internet domain names. Registrar must be reachable by telephone and e-mail and must reply to requests for support promptly.
- (2) Registrar will publish on its web site and all publications relating to the registration of national internet domain names its customer support service telephone number and e-mail address, as well as hours of its operation.
- (3) Registrar will publish on its website relating to the registration of national internet domain names, in a prominent position, the RNIDS logo with a link to the RNIDS webpage which describes the operation of Registrars and the procedure for submitting complaints against the Registrars.

Payments and bookkeeping
Article 11

- (1) Registrar shall have available information about the funds remaining on its account with RNIDS as well as the detailed specification of the services provided to its customers through RNIDS.

(2) Registrar must make payments to RNIDS according to the instructions received, including deadlines, account number and reference number. RNIDS takes no responsibility for the non-availability of Registrar's funds if these instructions are not followed.

(3) Registrar, upon his own initiative or at the request of RNIDS, shall send to RNIDS bookkeeping records relating to RNIDS no later than by the end of January for the previous year and must consolidate the accounts with RNIDS.

Registrar's account with RNIDS **Article 12**

(1) RNIDS will deduct fees for the services of registration of national internet domain names from the advance payments the Registrar places on their account with RNIDS.

(2) Registrar must always have sufficient funds on his account to allow uninterrupted registration of national internet domain names.

(3) RNIDS will issue an Advance Payment Invoice no later than on the next business day from the day of deposit. On the first of every month RNIDS shall issue the final Invoice for the registration of national internet domain names in the previous month.

Article 13

(1) Fees that RNIDS charges for the services of registration of the national internet domain names are determined by the Board of Governors and published in the Price List from time to time.

(2) RNIDS will inform the registrars via e-mail and website of the changes to the price list, no less than 30 days before they come into effect.

Obligatory service **Article 14**

(1) The Registrar is obliged to offer to the Registrant all the services of registering national internet domain names offered by RNIDS.

(2) The Registrar has the right to tie the services of registering national internet domain names to their other products and services but, in addition, they are obliged to offer to Registrants individual services of registering national internet domain names, without binding them to their other products or services.

Informing Registrants Article 15

(1) The Registrar is obliged to provide timely, correct and complete information to Registrants concerning the process of registering national internet domain names and contents of all general regulations of RNIDS governing this process, as well as all subsequent amendments.

Collection of data and processing applications Article 16

(1) Registrar is obliged to verify the validity of data and documents received from the Registrants, and to warn Registrants about possible consequences of submitting false, incorrect or incomplete data and documentation.

(2) During the period of providing services of registering national internet domain names, a Registrar shall act exclusively in accordance with instructions of Registrants. If the Registrar is not a Registrant of a national internet domain name, they can be specified as the Administrative or Technical Contact only with consent of the Registrant.

Possibility of choosing another Registrar Article 17

(1) The Registrar must allow the Registrant the right to choose another Registrar (hereinafter: the new Registrar) for national internet domain names which the Registrant has registered or renewed.

(2) The Registrar must cooperate with the Registrant, the new Registrar and RNIDS in the process of transferring national internet domain names.

Use of trademarked and other marks and names used by RNIDS Article 18

(1) Registrar does not have the right to use trademarks and other marks and names used by RNIDS, except by explicit consent of RNIDS.

(2) RNIDS can make special marks for Registrars and can grant them the right to use them.

Oversight Article 19

(1) RNIDS has the right to conduct oversight of the work of Registrars, their treatment of Registrants and application of these General Conditions and other relevant acts of RNIDS.

(2) The Registrar is obliged to observe the provisions of these General Conditions and other regulations of RNIDS during the entire period of the Contract.

(3) Performance evaluation of the Registrars is based on these criteria at the minimum: satisfaction of the Registrants; conformity of the operations of the Registrar with the Acts and Standards of RNIDS; accuracy of the database of registered national internet domain names; number of registered national internet domain names as well as other criteria. Results of the evaluation are published on the RNIDS web site.

Breach of Contract terms Article 20

(1) If the Registrar unjustifiably hinders or interferes with the proper operation of the network and services of RNIDS, jeopardizes the technical stability of the Internet or violates the provisions of the Contract in another manner, RNIDS has the right to temporarily limit or completely prevent the Registrar from performing services of registering national internet domain names without prior notice and the possibility of indemnification.

(2) Releasing false information about the technical insufficiencies of RNIDS by the Registrar shall constitute the breach of these General Terms.

(3) Limitation or prevention of performing services described in Paragraph 1 of this Article shall last until causes for such limitation or prevention have been removed.

(4) RNIDS will inform the Registrant via post or e-mail when in breach of these General Terms.

Confidentiality and ownership of data Article 21

(1) All data, specifications and applications delivered to the Registrar by RNIDS are the property of RNIDS.

(2) In case of Contract termination, the Registrar must return to RNIDS all data, specifications and applications delivered to the Registrar by RNIDS and destroy the copies, if any.

(3) Registrar shall treat in perpetuity all administrative and technical procedures and specifications relating to the registration of national internet domain names and other data received from RNIDS as confidential, except when such information is already made public or when requested by an individual act of a government authority.

(4) RNIDS has the right, in accordance with its internal Acts, to publish statistics relating to the registration of national internet domain names, including statistics on Registrars.

Protection of personal data of Registrants

Article 22

(1) Registrar must observe the current laws on personal data protection and enactments of RNIDS when handling data on Registrants of national internet domain names.

(2) Registrar shall not release personally identifiable data on Registrants to third parties, except when requested by an individual act of a government authority or for the purposes of providing WHOIS service according to the Acts by RNIDS.

Amendments to the General Conditions

Article 23

(1) RNIDS reserves the right to make amendments to these General Conditions; RNIDS is obliged to publish amendments on its website at least 30 days prior to their coming into force.

Language, settling disputes and applicable legislation

Article 24

(1) These General Conditions were written in Serbian language. If the text of the General Conditions is made available in another language, the prevailing version shall be the one in Serbian.

(2) RNIDS and the Registrar shall seek to settle amicably all arising disputes. If the settlement is impossible to reach through negotiations, the competent court is the court in Belgrade, and the applicable law is the law of the Republic of Serbia.

Coming into effect and beginning of implementation of General Conditions

Article 25

(1) These General Conditions shall come into force and begin to apply on the 30th day of their publication on the RNIDS website. Registrars must sign new Contracts in accordance with these General Rules with RNIDS within that period.

(2) By coming into force of these General Rules, General Rules adopted on 26 October 2007 with all the amendments as well as existing Contracts with Registrars shall cease to be in force.

Belgrade, 22 December 2012

Chair of the Conference of Co-Founders
Vojislav Rodić