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

GENERAL TERMS AND CONDITIONS
for Registration of National Internet Domain Names

Subject of General Conditions
Article 1

(1)   General Terms and Conditions for registration of national internet domain names (hereinafter: "General Terms and Conditions") regulate the conditions and procedure for registration and the manner of use of national internet domain names managed by "Serbian National Register of Internet Domain Names" Foundation (hereinafter: "RNIDS"), as well as mutual relations between RNIDS as an administrator of the central registry of national internet domain names (hereinafter: "ccTLD Registry") and Registrants of national internet domain names (hereinafter: "Registrant"), who register national internet domain names with RNIDS, through Registrars of national internet domain names (hereinafter: "Registrar").

Definitions of basic terms
Article 2

(1)   "Internet" is a global communication system made up of a large number of mutually connected autonomous systems (networks) that exchange data by using a common set of communication protocols.

(2)   "IP number" is a numerical identifier that allows unambiguous addressing of devices connected to the Internet.

(3)   "Internet domain" is a single administrative-technical set of devices or services connected to the Internet.

(4)   "Domain name" is a textual identifier of the internet domain. Domain name is a string of alphanumerical characters separated by dots, compliant with RFC standards 1034, 1035, 1122, 1123, 3596 and those that supersede them.

(5)   "Domain Name System" or "DNS" is a base Internet service that allows translation of Internet domain names into IP numbers and vice versa.

(6)   "ccTLD" (Country Code Top-Level Domain) is the domain name of the highest level within the DNS system, intended for registration of national internet domain names.

(7)   "ccTLD registry" is a central database on national internet domain names registered within ccTLD, administered by RNIDS.

(8)   "WHOIS" database of ccTLD registry is a public database on users of national internet domain names registered within the ccTLD registry.

Registrant, administrative and technical contact
Article 3

(1)   Domain Registrant is a person who, in accordance with these General Terms and Conditions, registers for use a national internet domain name within the ccTLD registry.

(2)   Registrant can be domestic or foreign, a physical person or a legal entity.

(3)   Administrative contact is a physical person or a legal entity authorized, on behalf of a Registrant, to exchange with RNIDS data relevant to domain name registration, and to conduct communication in relation to registration of a national internet domain name.

(4)   Technical contact is a physical person or a legal entity authorized, on behalf of a Registrant, to exchange with RNIDS technical data and conduct communication relevant to domain name registration.

Registrar
Article 4

(1)   Registrar is a corporation or an entrepreneur registered in the Republic of Serbia authorized by RNIDS to perform the tasks of registration of national internet domain names within ccTLD registry on behalf of and in the name of RNIDS.

(2)   Registrar performs the tasks of registration of national internet domain names at the request of a Registrant.

(3)   Registrar may subcontract tasks of registration of national internet domain names. Subcontractor shall perform the tasks of registration of national internet domain names on behalf of and in the name of the Registrar. RNIDS has no contractual relations with the subcontractor and the Registrar shall be responsible for all work done by the subcontractor.

(4)   Registration tasks performed by a Registrar include: registration, change of data, renewal, transfer between the Registrars, transfer of registration between the Registrants, activation of the protection of contact data and termination of an national internet domain name, as well as other tasks in accordance with these General Terms and Conditions, other relevant RNIDS enactments and contract between Registrar and RNIDS.

(5)   Authorization and operation of Registrars is regulated by other relevant regulations of RNIDS.

Address spaces of ccTLD registry
Article 5

(1)   Registration of national internet domain names in the ccTLD registry is performed within address spaces (sub-domains).

(2)   Board of Governors of RNIDS determines sub-domain names within the ccTLD registry and decides upon delegation of management of specific sub-domains.

Applying for registration of national internet domain names
Article 6

(1)   RNIDS registers national internet domain names on the basis of an application for registration, in accordance with these General Terms and Conditions and other relevant acts.

(2)   Registrant can register several national internet domain names within the ccTLD registry. At request of the Board of Governors, the Conference of Co-Founders may enact special terms and conditions for Registrants holding more than fifty national internet domain names.

(3)   Separate application is submitted for the registration of every national internet domain name.

(4)   By registering national internet domain name, the Registrant and RNIDS enter into contractual relations. Contract terms are determined by the Board of Governors.

(5)   By submitting an application for the registration, the Registrant explicitly confirms his agreement with these General Terms and Conditions and accepts them as an integral part of the contract.

(6)   RNIDS reserves the right to temporarily suspend or limit registration of national internet domain names when necessary for the protection of technical and administrative functioning of the ccTLD registry.

Registration fees
Article 7

A fee must be paid for the registration of national internet domain names defined by these General Terms and Conditions.

Registration data for an national internet domain name
Article 8

(1)   When applying for the registration of a national internet domain name, the Registrant is obliged to provide correct, complete and valid data, the minimum of which is defined in this Article.

(2)   The data for the registration of an national internet domain name for individuals (physical persons):

  1. For Registrants: name and surname, address of residence, national personal identification number;
  2. For the Administrative contact: name and surname, address of residence, national personal identification number;
  3. For the Technical contact: name and surname, address of residence, national personal identification number;
  4. Primary and the secondary DNS server for the national internet domain name they are applying for.

(3)   The data for the registration of an national internet domain name for legal entities:

  1. For Registrants: business name, registered address, company registration number;
  2. For the Administrative contact: business name, registered address, company registration number;
  3. For the Technical contact: business name, registered address, company registration number;
  4. Primary and the secondary DNS server for the national internet domain name they are applying for.

(4)   Registrant must submit information about the primary and the secondary DNS server for the national internet domain name for which they are applying.

(5)   If any changes occur in any of the data on the registration of the national internet domain name, the Registrant shall promptly, no later than 15 days after the occurrence of the change, submit a request for change of national internet domain name data to RNIDS, through a Registrar.

(6)   RNIDS may, at any time, check the validity of registration data by sending an e-mail to the registered address of the Registrant and/or Administrative contact who are obliged to confirm the validity of the data within 15 days.

Registration Contract
Article 9

(1)   By registering national internet domain name, the Registrant and RNIDS enter into contractual relations (Registration Contract). These General Terms and Conditions and other RNIDS enactments relevant to the registration of national internet domain names form an integral part of the Registration Contract.

(2)   By concluding the Registration Contract with RNIDS, the Registrant undertakes that, to the best of their knowledge and in their honest belief, the registration of the requested domain does not injure somebody else's intellectual property or any other subjective rights and that all information provided in the

application for the registration is true and complete. Registrant also declares that they do not request the registration of the domain in opposition to the principle of conscientiousness, honesty and good business practice, and that they will not knowingly use the national internet domain name contrary to these principles.

(3)   RNIDS shall not bear responsibility for damages caused by false information on the registration of an national internet domain name, or by unauthorized or illegal use of an national internet domain name.

Registration and activation of an national internet domain name
Article 10

(1)   RNIDS registers national internet domain names according to the right of priority (the first-come first-served principle). Registrant has the right of priority regarding the national internet domain name for which they applied from the moment RNIDS confirms the receipt of their application for the registration of the national internet domain name.

(2)   National internet domain name is registered when RNIDS enters the registration data into the WHOIS database of the ccTLD registry.

(3)   WHOIS database of the ccTLD registry contains at least the following data on every registered national internet domain name:
      1. Name of national internet domain name;
      2. Data on Registrant, Administrative and Technical contact: name and surname, address of residence, national personal identification number for individuals; business name, registered address, company registration number for legal entities;
      3. Date and time of the registration;
      4. Date and time of the expiry of the registration;
      5. Name of the Registrar through whom the registration of the national internet domain name was conducted.

(4)   National internet domain name is active when RNIDS enters data from WHOIS database into DNS tables of the ccTLD registry and makes the table active on its primary DNS server.

(5)   RNIDS is obliged to activate the national internet domain name within 24 hours from the moment of registration.

(6)   The period from the paragraph above can be extended in exceptional cases when RNIDS temporarily limits or suspends processing of applications for registration of national internet domain names in accordance with these General Terms and Conditions.

(7)   Registrant must maintain functional DNS servers according to the technical requirements of RNIDS during the entire registration period.

Otherwise, RNIDS has the right to delete the national internet domain name registered.

(8)   The RNIDS Board of Governors has absolute right of priority in registering or reserving national internet domain names for its own use, national internet domain name of significance to the Republic of Serbia as well as national internet domain name necessary for the stable functioning of internet services.

Availability of information on registered national internet domain names
Article 11

(1)   Through the WHOIS database, RNIDS will always make publicly available at least the following information on registered national internet domain names within the ccTLD registry:
> 1. Name of the national internet domain name;
> 2. Date and time of registration of the national internet domain name;
> 3. Date and time of the last change in data for the national internet domain name;
> 4. Date and time of the expiry of the national internet domain name;
> 5. Name of the Registrar for the domain;
> 6. Current status of the domain name (active, deactivated, in dispute, etc.)
> 7. DNS servers for the national internet domain name.

(2)   Through the WHOIS database, RNIDS will make publicly available at least the following information on the Registrant, Administrative contact and Technical contact of the national internet domain name within the ccTLD registry:
> 1. Where the Registrant is an individual (physical person): name and surname, Administrative and Technical contact;
> 2. Where the Registrant is a legal entity or an entrepreneur: business name, registered address, company registration number, Administrative and Technical contact.

(3)   RNIDS is obliged to activate protection of data about contacts at the request of a Registrant.

Removal of contacts data protection
Article 12

(1)   RNIDS must provide to the competent authorities all the data about registered national internet domain names within the ccTLD registry, in accordance with the current legislation of the Republic of Serbia.

(2)   If an interested party requests from RNIDS contact information for the registered national internet domain name the Registrant of which is an individual, RINDS will request Registrant's permission to forward this information. RNIDS must forward to the Registrant communication containing such a request.

(3)   If an individual who is a Registrant refuses to give permission to release contact information to the interested party, and this information is necessary for the law suite or alternative dispute resolution, RNIDS will release the information provided it is officially requested by a court or alternative dispute resolution body, or if the interested party can demonstrate that a case has been brought before the either.

Duration of registration of national internet domain name
Article 13

(1)   National internet domain name is registered for the period of one to ten years, with the possibility of renewing the registration.
(2)   Registration and renewal of national internet domain names are made for whole year periods, counting from the date of registration.

Change of national internet domain name registration information
Article 14

(1)   Registrant files a request with RNIDS for changing the registration information about a national internet domain name, through the Registrar in charge with that national internet domain name.

(2)   RNIDS issues a certificate of acceptance of the request for changing information about the national internet domain name.

(3)   RNIDS is obliged to activate the changes to the national internet domain name information no later than twenty-four hours after issuing the certificate of acceptance of the request for changing the domain registration information.

(4)   The change in national internet domain name information is registered when RNIDS enters the change into the WHOIS database of ccTLD registry.

(5)   RNIDS has the right to change all information about the existing national internet domain name on the basis of a valid court decision, final arbitration decision in a dispute related to the national internet domain name or when the change is necessary for preserving technical stability of the Internet.

Renewal of national internet domain name registration
Article 15

(1)   Registrant can file a request for the renewal of the national internet domain name registration to RNIDS through the Registrar in charge with that national internet domain name.

(2)   RNIDS issues a certificate of acceptance of the request for renewal of national internet domain name registration.

(3)   RNIDS is obliged to activate the renewal of registration of the national internet domain name no later than twenty-four hours after issuing the certificate of acceptance of the request for renewal.

(4)   The renewal of the national internet domain name is registered when RNIDS enters the renewal into the WHOIS database of ccTLD registry.

(5)   The renewal of the national internet domain name is possible during the duration of registration, but the total number of years for which the national internet domain name is registered cannot exceed 10 years.

(6)   Upon the expiry of registration, Registrant has additional 30 days to renew the registration, following which period RNIDS deactivates the national internet domain name for the period of 15 days, after which the domain name is erased from the database.

(7)   If the Registrant renews the registration in the subsequent period of 30 days, the renewal of registration shall begin on the first day after the expiry of the previous registration.

Transfer of national internet domain names between Registrars
Article 16

(1)   Registrar is obliged to allow the Registrant a right to select another Registrar (hereafter: "New Registrar") for national internet domain names which the Registrant has registered or renewed.

(2)   The Registrar has to cooperate with the Registrant, the New Registrar and RNIDS in the process of transferring the national internet domain name and cannot condition transfer for any reason other than payment of fees by the Registrant for the registration of that national internet domain name.

Transfer of registration
of national internet domain names between Registrants
Article 17

(1)   Registrant can file a request to RNIDS for transferring the registration of the national internet domain name to the new Registrant, through the Registrar in charge with that domain.

(2)   During the transfer, the identity of both the existing and the new Registrant must be uniquely established. The existing Registrant terminates and the new Registrants enters into Contract with RNIDS.

(3)   RNIDS issues a certificate of acceptance of the request for the transfer of national internet domain name registration.

(4)   RNIDS is obliged to activate the transfer of registration of the national internet domain name no later than twenty-four hours after the conditions from Paragraph 2 of this Article are met.

(5)   The transfer of national internet domain name registration is registered when RNIDS enters the transfer into the WHOIS database of ccTLD registry. Registration of the national internet domain name of the current Registrant terminates with the transfer of the national internet domain name and the registration of the new Registrant begins effective the moment when the transfer is entered in the WHOIS database of ccTLD registry.

Termination of national internet domain name registration
Article 18

(1)   Registration of a national internet domain name can be terminated where:
> 1. RNIDS becomes aware that the Registrant in their application for the registration of an national internet domain name has given incorrect or incomplete data, or has failed to report changes of data concerning national internet domain name registration, except when incorrect or incomplete data is obviously a result of a mistake;
> 2. If during the verification of the validity of information about the domain name RNIDS does not receive feedback within 15 days, the domain name is made inactive for the period of 30 days, following which period the domain name is removed from the database and put in reserve for another 30 days, following which it is made available for new registration;
> 3. If the Registrant files a request for the termination of an national internet domain name;
> 4. If the Registrant fails to renew registration of an national internet domain name within the period specified in Article 15;
> 5. RNIDS makes the transfer of registration of national internet domain name in accordance with Article 17;
> 6. Arbitration body orders termination or transfer of registration of the national internet domain name;
> 7. Competent court rules for the termination or transfer of registration of the national internet domain name;
> 8. Registrant ceases to exist without a legal successor.

(2)   Neither Registrant nor Registrar have the right to full or partial reimbursement of service fees paid for the previous registration or renewal of the registration of an national internet domain name, in case of termination on any grounds specified in Paragraph 1 of this Article.

Settling of disputes
relating to registration of national internet domain names
Article 19

(1)	Disputes relating to registration of national internet domain names are resolved according to a separate act that governs dispute resolution.

(2)	By applying for registration of a national internet domain name Registrant gives their explicit consent to participation in arbitration proceedings. Registrant also agrees to comply with the final decision made by this arbitration.

Language, jurisdiction and applicable aw
Article 20

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

(2)	RNIDS, the Registrar and the Registrant shall seek to settle amicably all disputes arising out of registration procedure. 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.

Amendments to General Terms and Conditions
Article 21

(1)	RNIDS reserves the right to make amendments to these General Terms and Conditions provided it notifies Registrants and Registrars by publishing them on its web site no less than 15 days before they come into effect.

(2)	Registrants who, within 15 days from the publication, inform RNIDS in writing of their rejection of the new General Terms and Conditions will be considered to have terminated their contracts according to Article 18 Paragraph 1 Item 3.

Coming into effect and applicability of General Terms and Conditions
Article 22

(1)	With these General Terms and Conditions coming into force, General Terms and Conditions for registration of .rs domain names dated 26 October 2007, with all subsequent amendments, and General Terms for the Registration of a Cyrillic ccTLD Internationalized Internet Domain Name .срб dated 28 May 2011, with all subsequent amendments cease to be in force.

(2) These General Terms and Conditions come into force 30 days from the date of their adoption by the Conference of Founders of RNIDS and must be published on the RNIDS web site.

Belgrade, 22 December 2012

Chair of the Conference of Founders

Vojislav Rodić