

Pursuant to Article 27, paragraph 1 of the Statute of the Serbian National Internet Domain Registry Foundation, the Conference of Co-founders of the Serbian National Internet Domain Registry foundation, in session in Belgrade on 31<sup>st</sup> May 2014, adopted the following

## **GENERAL TERMS AND CONDITIONS FOR THE REGISTRATION OF NATIONAL INTERNET DOMAIN NAMES**

### **Subject of general terms and conditions**

#### **Article 1**

The general terms and conditions for the registration of national Internet domain names (hereinafter “General Terms”) govern the registration procedure for and terms and manner of use of domain names within the .RS and .CPB domains, managed by the Serbian National Internet Domain Registry Foundation (hereinafter “RNIDS”), and the institutional ties of RNIDS as the administrating body for the registry of national Internet domains and domain name registrants.

### **Definitions of terms**

#### **Article 2**

*DNS* (the *Domain Name System*) is a key Internet service which permits the translation of textual address identifiers into numerical ones and vice versa.

An *Internet domain name* is a textual designation representing a collection of devices and services connected into a single administrative and technical unit.

A *.RS domain name* is comprised of a series of alphanumeric segments, separated by full stops, complying with the relevant Internet standards (the RFC series of documents). A segment may contain digits (0-9), letters of the English alphabet (a-z) and hyphens (-). The length of the segment may not be shorter than two (2), or longer than sixty-three (63) ASCII characters. A segment may not contain a hyphen at the start or the end, or two consecutive hyphens as the third and fourth characters.

A *.CPB (<xn--90a3ac>) domain name* is comprised of a series of alphanumeric segments, separated by full stops, complying with the relevant Internet standards (the RFC series of documents). A segment may be a minimum of two (2) symbols in length and may comprise digits (0-9), Serbian Cyrillic letters (a-ш) and hyphens (-). A segment may not contain a hyphen at the start or the end, or two consecutive hyphens as the third and fourth characters. The length of a segment may not be longer than sixty-three (63) ASCII characters after ACE (*ASCII-Compatible Encoding*).

A *national Internet domain name* (hereinafter “domain name”) is an Internet domain name that is registered within the .RS and .CPB top-level domains.

The *registry of national Internet domain* is a unified, central, electronic database in which national Internet domain names are maintained, as well as data connected with them.

## **Definitions of registrants and administrative and technical contacts**

### **Article 3**

The registrant is a legal entity or natural person who, in accordance with the provisions of these General Terms, registers a domain name with the registry of national Internet domains. The registrant registers a domain name with RNIDS via an intermediary, an RNIDS-accredited registrar.

The administrative contact is a legal entity or natural person authorised by the registrant to receive from RNIDS and supply to RNIDS, for and on behalf of the registrant, data of significance for the registration of the domain name. The administrative contact shall be authorised to make changes to all data regarding the registered domain name, other than to change the registrant, change the administrative contact or file an application to cancel the domain name registration.

The technical contact is a legal entity or natural person authorised by the registrant to receive from RNIDS and supply to RNIDS, for and on behalf of the registrant, data relating to technical matters of significance for the registration of the domain name.

## **Definitions of accredited registrar and registration services**

### **Article 4**

An accredited registrar shall be a legal entity or sole proprietorship with a registered office in the Republic of Serbia that has been authorised by RNIDS to provide domain name registration services within the national Internet domain registry for and on behalf of RNIDS. An accredited registrar shall provide domain name registration services at the request of the registrant.

An accredited registrar may enter into sub-contracts with other legal entities or sole proprietorships who may provide domain name registration services for and on behalf of the registrar. RNIDS shall not enter into a contractual relationship with the subcontractor and the accredited registrar shall be responsible for all domain name registration services provided by the subcontractor

Domain name registration services shall be as follows:

1. registration of domain names,
2. amendment of domain registration information,
3. domain registration renewals,
4. transfer of domain names to other accredited registrars,
5. change to domain name registrants,
6. activation of protection against public exposure of data on the registrant and the administrative and technical contacts for a domain name via the WHOIS service,
7. domain registration terminations,
8. other services in accordance with these General Terms, other general enactments of RNIDS and the contract between the accredited registrar and RNIDS.

The terms of operation and conditions for acquisition of the status of an accredited registrar shall be laid down in detail in a separate enactment addressing this matter.

## **Domains within which registration shall be carried out**

### **Article 5**

The registration of .RS domain names shall be carried out within the following domains:

1. .rs – intended for all interested parties;
2. .co.rs – intended for business entities;
3. .org.rs – intended for other parties with the status of legal entity but which are not registered for commercial activity;
4. .edu.rs – intended for institutions and organisations registered for educational activities;
5. .in.rs – intended for individuals;
6. .ac.rs (delegated) – intended for Serbia’s academic and scientific and research network;
7. .gov.rs (delegated) – intended for state bodies of the Republic of Serbia.

The registration of .CPB domain names shall be carried out within the following domains:

1. .cpб – intended for all interested parties;
2. .np.cpб – intended for business entities;
3. .opr.cpб – intended for other parties with the status of legal entity but which are not registered for commercial activity;
4. .obp.cpб – intended for institutions and organisations registered for educational activities;
5. .od.cpб – intended for individuals;
6. .ak.cpб (delegated) – intended for the academic and scientific and research network of Serbia;
7. .ynp.cpб (delegated) – intended for state bodies of the Republic of Serbia.

Within the domains listed in this Article which are not delegated, RNIDS may register or reserve domain names for its own use, domain names of special significance for the Republic of Serbia and domain names required for the stable functioning of Internet services.

### **Applying for domain name registration**

#### **Article 6**

RNIDS shall register a domain name on the basis of a submitted registration application, in accordance with these General Terms and other applicable documents.

A separate registration application shall be submitted for each domain name registration.

In carrying out the registration, RNIDS and the registrant shall enter into a contractual relationship governed by these General Terms.

By submitting the registration application, the registrant declares that he/she is familiar with and fully accepts the contents of these General Terms.

RNIDS may temporarily cease or limit the provision of domain name registration services if this is necessary to safeguard the technical and administrative operation of the national Internet domain registry.

### **Fees for provision of domain name registration services**

#### **Article 7**

A fee is payable with respect to domain name registration services as governed by these General Terms.

The amount of the fees payable for domain name registration services by accredited registrars and by registrants carrying out registration directly with RNIDS shall be set by RNIDS. The accredited

registrar with whom the registrant registers a domain name shall independently set the amount of the fees payable for such services.

## **Domain name registration information**

### **Article 8**

When submitting a domain name registration application, the registrant must provide full and accurate information.

Domain name registration information comprises the following:

1. Information on the registrant and the administrative and technical contacts for the domain name;
2. Information on DNS servers and other technical information relating to the domain name;

Where the registrant or administrative or technical contact is a natural person, the information supplied shall be as follows: name and surname, address of residence, citizen's personal identification number (*JMBG*), email address and telephone number.

Where the registrant or administrative or technical contact is a legal entity or sole proprietorship, the information supplied shall be as follows: name (business name), registered address, company registration number (*matični broj*), email address and telephone number. In addition, for the administrative and technical contact, the name and surname of the contact within the legal entity or sole proprietorship should be supplied.

Where the registrant or administrative or technical contact is a foreign national, or entity with a registered office abroad, such a person/entity shall be identified in accordance with the regulations of the country of origin rather than by a citizen's personal identification number or company registration number, using another appropriate item of information equating to a personal identification number or identification number of a legal entity or sole proprietorship.

Besides the information listed in this Article, RNIDS shall reserve the right to request other optional information of relevance for the registration of a domain name.

If any of the domain name registration information changes, the registrant must, within 15 days at the latest, through the accredited registrar, submit an application to RNIDS to change the domain name registration information.

RNIDS may at any time, either independently or in cooperation with the accredited registrar, verify the authenticity of registration information. If in the verification process it is determined beyond reasonable doubt that domain name registration information is incorrect or incomplete, other than as a result of an obvious error, RNIDS shall, via the accredited registrar, request that the registrant put the domain registration information in order.

Should the registrant fail to respond to this request and put the domain registration information in order, this domain name will initially cease to be active for a period of 60 days and, after this, registration of the domain will be terminated.

## **Registrant declaration on the registration and use of a domain name**

### **Article 9**

By entering a contractual relationship, that is by registering a domain name, the registrant explicitly declares and certifies that, to the best of his or her knowledge and sincere belief, the registration of the desired domain name does not infringe the intellectual property rights or other subjective right of a third party, and that all information provided in the registration application is truthful and complete. The registrant also declares that the domain name is not being registered contrary to the principles of good faith, honesty and good business practice, and that the domain name will not knowingly be used contrary to these principles.

RNIDS can accept no responsibility for damages incurred either as a result of providing incorrect domain registration information, or as a result of unauthorised or illegal use of the domain by the registrant.

## **Domain name registration and activation**

### **Article 10**

RNIDS shall register domain names on a first-come, first-served basis.

The registrant shall become entitled to the requested domain name at the moment at which the accredited registrar carries out the registration of that domain name with RNIDS and RNIDS enters the domain name into the registry of national Internet domains.

A domain name shall become active when RNIDS enters the information from the national Internet domain registry into the main DNS table for the national domain and activates it on the public DNS server.

RNIDS must as a rule activate the domain name immediately, and no later than three working days after its registration. This deadline may be extended in exceptional circumstances, in the even that RNIDS temporarily ceases or limits domain name registration services in accordance with these General Terms.

## **Information on registered domain names**

### **Article 11**

The registry of national Internet domains shall comprise, at the minimum, the following information on each registered domain name:

1. domain name;
2. information on the registrant and administrative and technical contact as per Article 8 of these General Terms;
3. date and time of registration;
4. date and time of expiry of registration;
5. name of the accredited registrar through whom the domain name was registered.

## **Publicly available information on registered domain names**

### **Article 12**

RNIDS shall, via the WHOIS service, make the following information available from the registry

of national Internet domains:

1. domain name;
2. information on the registrant and the administrative and technical contacts;
3. date and time of registration of the domain name;
4. date and time of the last change made to the domain name registration information;
5. date and time of expiry of the domain name registration;
6. name of the accredited registrar providing registration services for the domain name;
7. current status of the domain name (active, deactivated, subject to dispute etc.);
8. information on the DNS servers and other technical information relating to the domain name.

Information on the registrant and the administrative and technical contacts made available by RNIDS via the WHOIS service comprises:

1. for natural persons: name and surname;
2. for legal entities and sole proprietorships: name and surname of the contact within the legal entity or sole proprietorship who is the administrative or technical contact, name (business name), registered address and company registration number.

At the request of the registrant, RNIDS shall activate protection against public exposure of information on the registrant and the administrative and technical contacts for a domain name via the WHOIS service.

### **Supply of information from the registry of national Internet domains**

#### **Article 13**

RNIDS shall, in accordance with the applicable regulations of the Republic of Serbia, allow the relevant authorities access to information from the registry of national Internet domains collected by RNIDS in accordance with these General Terms, including information for which protection from public exposure via the WHOIS service has been activated.

Information required for the initiation and conduct of a court case or for alternative dispute resolution proceedings connected with a domain name, including information for which protection from public exposure via the WHOIS service has been activated, shall be supplied by RNIDS on official request by the relevant court or alternative dispute resolution body, or in exceptional cases on request by an interested party who can clearly demonstrate that proceedings as per this paragraph have been initiated.

If a third party files a request for supply of information on a domain name for which protection from public exposure via the WHOIS service has been activated, RNIDS shall request that the registrant respond within 15 days regarding consent to supply the requested information to the applicant. If the registrant agrees, RNIDS shall supply the information for the domain name in question to the person who filed the application.

Where protection from public exposure via the WHOIS service has been activated for a domain name, RNIDS shall, by electronic means, forward correspondence submitted to RNIDS for that purpose by a third party to the contacts for the domain.

## **Duration of a domain name registration**

### **Article 14**

A domain name shall be registered for a period of between one and a maximum of ten years, with the option of renewal.

Registration and renewal of the registration of an Internet domain name shall be carried out for whole years, beginning on the day of registration.

## **Changing domain name registration information**

### **Article 15**

The registrant shall submit an application to change domain name registration information through the accredited registrar providing registration services for that domain name. Change of registrant and transfer of domain names between accredited registrars are governed by a separate Article of these General Terms.

For a correctly filed application, RNIDS must, as a rule, carry out the change to the domain name information immediately, and no later than three working days after receipt of the application from the accredited registrar.

Changes to domain name registration information are made when RNIDS enters the changes into the registry of the national Internet domains.

RNIDS has the right to change all domain name information pursuant to a legally binding judicial decision, the decision of a relevant alternative dispute resolution body or if the change is necessary to maintain the technical stability of the Internet.

## **Renewal of a domain name registration**

### **Article 16**

The registrant shall submit an application to renew the registration of a domain name through the accredited registrar providing registration services for that domain name.

RNIDS must carry out the renewal of the domain name registration immediately as a rule, and no later than three working days after receipt of the application for renewal of the domain name registration from the accredited registrar. This deadline may be extended in exceptional circumstances, in the event that RNIDS temporarily ceases or limits the processing of domain name registration applications in accordance with these General Terms.

Renewal of a domain name registration shall be carried out when RNIDS enters this renewal into the registry of national Internet domains.

It shall also be possible to renew the registration of a domain name before its expiry, but the maximum total number of years for which a domain name may be registered shall be 10 years. A renewed registration shall commence after expiry of the current registration.

On expiry of the registration period, the domain name shall cease to be active. The registrant shall have a redemption period of 30 days in which to renew the registration of the domain name, after which, if renewal is not carried out, it shall be deleted from the registry of national Internet domain

names.

Should the registrant renew the registration during the redemption period, the renewed registration shall commence from the time of expiry of the previous registration.

### **Transferring domains between accredited registrars**

#### **Article 17**

The registrant shall have the right to change the accredited registrar (hereinafter “accredited registrar”) for the domain names it registered or renewed through it.

### **Changing the registrant for a domain name**

#### **Article 18**

A change of registrant shall be carried out on the basis of:

1. a request by the registrant;
2. a decision of the alternative domain name dispute resolution body;
3. a legally-binding decision of a relevant court.

In the event described in item 1 of the previous paragraph, the application to change the registrant shall be submitted to RNIDS through the accredited registrar providing domain name registration services for the domain in question.

The application shall be accompanied by a valid statement of change of registrar whereby the current registrant shall express their intention to carry out a change of registrant, while the new registrant shall submit an application for registration of the domain name in accordance with Article 6 of these General Terms.

RNIDS shall verify the information in the application and the accuracy of the domain name information in the national domains registry. Where domain name registration information is not correct, the registrant submitting the application to change the registrant must first put this information in order.

If the conditions of this Article have been met, RNIDS shall carry out the transfer of the domain name, changing the registrant in the registry of national Internet domains immediately as a rule, and no later than three working days after receipt of a valid application through the accredited registrar. The previous registrant shall thereby terminate their contractual relationship with RNIDS while the new registrant shall enter into the same, accepting these General Terms in full, and take on all rights and obligations of the previous registrant arising from this contractual relationship.

In the events described in items 2 and 3 of paragraph 1 of this Article, RNIDS shall change the registrant in accordance with the stated decisions.

### **Termination of a domain name registration**

#### **Article 19**

A domain name registration shall be terminated if:



1. the registrant submits an application for termination of a domain name registration;
2. the registrant does not renew the registration of a domain name before the expiry of the redemption period as per Article 16 of these General Terms;
3. the alternative domain name dispute resolution body orders the termination of a domain name registration by its own decision;
4. the termination of registration of a domain name is ordered by a legally-binding decision of the competent court;
5. the competent public prosecutor orders the termination of registration of a domain name by his/her own order;
6. the registrant loses the status of legal subject and has no legal successor;
7. RNIDS, during the procedure referred to in Article 8, paragraph 8 of these General Terms determines that the domain name registration data is incorrect or incomplete.

The registrant or accredited registrar shall not be entitled to full or partial reimbursement of fees for a previous or renewed domain registration in the event of termination of the registration on the grounds given in this Article.

### **Resolution of domain name disputes**

#### **Article 20**

Disputes relating to domain names registered in accordance with these General Terms shall be resolved before the Committee for the Resolution of Disputes Relating to the Registration of National Internet Domains in proceedings which are laid out in a separate enactment.

In registering a domain name, the registrant accepts the authority of the Committee for the Resolution of Disputes Relating to the Registration of National Internet Domains. The registrant also agrees to accept the decision of this body, taken in accordance with the enactment governing the resolution of such disputes.

### **Language, jurisdiction and applicable law**

#### **Article 21**

These General Terms have been composed in the Serbian language. Where the text of these General Terms is available in another language, the Serbian language version shall be binding.

All disputes which may arise in connection with domain name registrations shall be resolved through negotiation and by amicable means. Where this is not possible, disputes shall be resolved before the competent court in Belgrade. Applicable law shall be that of the Republic of Serbia.

### **Amendments and supplements to the General Terms**

#### **Article 22**

RNIDS shall reserve the right to make amendments and supplements to these General Terms, but shall be obliged to inform registrants and accredited registrars of such changes by way of their publication on the website of RNIDS 15 days at the earliest prior to the day on which the amendments come into effect.

## **Entry into force and commencement of application of the General Terms**

### **Article 23**

These General Terms shall enter into force 30 days after their approval by the Conference of Co-founders of RNIDS and must be published on the website of RNIDS.

Upon entry into force of these General Terms, the General Terms and Conditions for National Domain Name Registrations of 22<sup>nd</sup> December 2012 shall cease to have effect.

Belgrade, 31<sup>st</sup> May 2014

**Chair of the Conference of Co-founders:**

**Vojislav Rodić**