

RULES OF DOMAIN NAMES REGISTRATION UNDER RU DOMAIN (TRANSLATION)

Effective from June 1, 2006

Rules of the domain names registration under *RU* domain (hereinafter referred to as the "Rules") shall determine basic rights and obligations of users and persons acting together with them in connection with registration of the second level domain names under *RU* domain.

1. DEFINITIONS

Domain — area (branch) of hierarchical space of Internet domain names marked with a unique **domain name**.

RU domain — top level domain with the «*ru*» domain name. *Registration* of the second level domain names under *RU* domain shall be executed in compliance with these Rules.

Coordinator — authorized body managing *RU* domain in the interests of local and global Internet-community and organizing functioning of the *RU* domain *Register*.

Domain **administrating** — determination by the *User* of the procedure of using the domain. Administration right shall exist as per agreement on a domain name registration and shall come in force from the moment of the domain name *registration* during the *period of the registration validity*.

Domain **administrator** — *User* administrating the domain.

Domain name **registration** — entering of the domain name information into the Register.

Registration validity period shall be one year from the moment of registration, but in future it can be extended for next year using *re-registration* procedure. Registration may be annulled ahead of schedule in cases, set forth in these Rules.

Domain name **re-registration** — entering into the Register of the information about one-year extension of the registration validity period.

Registration cancellation — exclusion of the domain name information from the Register.

Registration **blockage period** — period after termination of the registration validity period up to its cancellation or domain name re-registration.

Register — centralized block of *RU* domain databases containing information about registered domain names. Content of information contained in the Register is given in the Appendix.

Registrar — a legal entity accredited by the Coordinator for rendering registration services for users.

User — a person who made a contract for domain name registration.

2. DOMAIN NAMES

2.1. A domain name should contain from two to 63 symbols, begin and end with a letter of the Roman alphabet or a figure. Intermediate symbols can be Roman alphabet letters, figures or a hyphen. A domain name cannot contain hyphens simultaneously in the third and fourth positions.

Full domain name should contain an indication to the top level domain — «*ru*» ending.

2.2. Some domain names shall relate to **reserved domain names** (they include domain names *for general use* and names used *for state needs*), their registration and use are made in compliance with special rules. The list thereof as well as the rules of their registration and use are to be approved by the Coordinator and posted on website at «<http://www.cctld.ru>».

2.3. A domain name not included into the reserved names list can be registered on application of any person who filed the application. The full list of reasons on account of which the Registrar shall have the right to refuse to register a domain name is given in these Rules (clause 4.4).

3. GENERAL PROVISIONS

3.1. Provisions of the domain names registration contract (hereinafter referred to as the "*Contract*") shall be determined by the Registrar. Domain names registration contract shall be a public contract.

3.2. Requirement of the Contract shall be that the parties accept these Rules and their established modification procedure as binding.

3.3. The periods fixed by the Rules shall be determined as per Moscow time. Nonworking days shall be determined according to the Federal legislation.

3.4. The Registrar shall have the right to determine the procedure of forming, filing and examining applications, as well as the procedure of payment and other conditions for carrying out actions provided by the Rules.

3.5. In case the Registrar is deprived of accreditation the Coordinator shall inform the Administrator about it sending an e-mail notification to the Administrator and posting the corresponding information on website at «<http://www.cctld.ru>».

3.6. The Registrar shall be responsible only for the actions directly arising from the essence of registration and domain *support* procedures. The Registrar shall not be responsible for the possible breach of normal functioning of domain names system as a result of Internet technical particularities and being out of the Registrar's control.

3.7. To coordinate with the User the Registrar shall have the right to attract third parties, but it shall not exempt the Registrar from liabilities provided by these Rules.

4. DOMAIN NAME REGISTRATION

4.1. Domain names registration shall be made with the purpose of their subsequent use to address the User's resources in the Internet.

4.2. The User shall choose a domain name on his own and shall be responsible for the possible breach of the third parties' rights related to choosing and using the domain name, he shall also bear the risk of losses connected with such breach.

To prevent any possible breaches the User shall be recommended before filing the application to make sure that there are no trademarks or intellectual property objects similar to the domain name to be registered.

4.3. Domain name registration shall be made on the basis of the User's application. The application shall be accepted for examining if the User keeps to the terms of the Contract.

Accepted Users' domain names registration applications shall be examined on a first-served basis.

4.4. Reasons for refusal of registration shall be:

- (1) presence of the domain name in the Register;
- (2) presence of the domain name in the reserved names list;
- (3) use of words inconsistent with public interests, humanity principles or moral as a domain name (in particular, words of obscene content, slogans of antihuman character insulting human dignity or religious feelings).

4.5. Refusal of registration on the bases not stipulated by the Rules shall not be permitted. Upon the User's request the Registrar's decision about refusal should be issued in written.

4.6. Where a domain name was not registered for any reasons, the Registrar shall not be entitled to disclose the information received from the User about his intention to register a certain domain name.

4.7. Where there is no basis for refusal the Registrar shall register a domain name.

5. A DOMAIN NAME INFORMATION SUPPORT

5.1. During all the registration validity period domain name information should be **supported** (domain support) — entering into the Register of the information reported by the Administrator, related to the domain name subject for reflection in the Register, including the data necessary for the Administrator identification (clause 5.2) and for the domain *delegation* (clause 5.3).

5.2. Data necessary for Administrator identification shall include: for natural persons — name, address, and information on document identifying the person; for legal entity — full name, location and information on its state registration.

5.3. Data necessary for domain delegation should include nameservers for domain and IP-addresses of these nameservers in case they contain the name of the domain to be delegated.

5.4. Domain support shall be effected by the Registrar who registered (re-registered) the domain name (providing he did not transfer support to another Registrar in compliance with the procedure set forth in clause 5.11 of the Rules) or assumed execution of these functions by virtue of the Contract with the Administrator.

The Registrar who registered (re-registered) the domain name, shall support the domain during prescribed registration validity period without additional payment.

5.5. Where the Contract was concluded without submission of confirmatory documents necessary for Administrator identification, The Registrar does not process the following Administrator's applications until such documents are submitted:

- (1) on change of information necessary for Administrator identification;
- (2) on transfer of domain support to another Registrar;
- (3) on transfer of domain administration right to another Administrator;
- (4) on rejection of administration right (registration annulment).

5.6. The Registrar supporting a domain name cannot unilaterally refuse to execute these functions.

5.7. During the whole domain name registration validity period the Administrator shall be obliged to notify the Registrar about modification of information subject to reflection in the Register. The Registrar shall be obliged to enter the information reported by the Administrator into the Register within five working days after its receipt, except for the case specified in subparagraph 1 (clause 5.5) where the documentation for the data necessary for Administrator identification is required.

5.8. The Registrar shall have the right to verify the information submitted by the Administrator or stored in the Register by requesting the Administrator to clarify it and submit confirmatory documents and determining reasonable period for their submission. The Registrar shall forward its requests by means of electronic mail to the Administrator address from the Register. Request should contain warning on consequences of its non-execution within determined period.

5.9. Where the Registrar's request was not executed by the Administrator within 10 working days from the moment of notification, or where inauthenticity of such information contained in the Register was revealed, the Registrar suspends execution of Administrator's applications related to domain name (including re-registration applications), and if the data is needed for Administrator's identification — suspends domain delegation.

The restrictions shall be valid up to the moment when the Administrator submits clarifications and confirmatory documents.

Where the request connected with Administrator's identification was not executed within two months from the moment of delegation suspension, the Registrar may annul registration with notification of Administrator by means of electronic mail not less than 5 days prior to its annulment.

5.10. The Administrator shall have the right to dissolve the Contract only if he refuses from the administration rights or transfers the domain support to another Registrar.

5.11. The Administrator shall have the right to transfer support of information about a domain name to another Registrar who has no right to refuse from the functions execution. An exception thereof can be the situation when from the point of view of a newly chosen Registrar a domain name was registered in contravention clause 4.4 sub-clause (3) of these Rules.

To transfer the domain support the Administrator shall sign a corresponding contract with a newly chosen Registrar and send a written application to the acting Registrar. The acting Registrar shall be obliged to carry out actions necessary for the support transfer to the Registrar specified in the application during three working days after the application receipt. Thereafter the Registrar, whom the domain support is transferred to, shall carry out actions to accept support providing the Administrator fulfills the contract requirements. The domain support shall be considered to be transferred from the moment the information about a new Registrar is entered into the Register.

It is not permitted to transfer support functions during the periods established by these Rules (clauses 5.5, 5.9, 9.1, 9.2).

5.12. Where the Registrar is deprived of the accreditation the Administrator shall have the right to transfer domain updating to another Registrar independently of the limitations specified in clauses 5.5, 5.9, 9.1, 9.2 of these Rules. Until the support is transferred the Registrar's rights regarding Administrator shall be owned by the Coordinator or a person authorized by him.

6. DELEGATION

6.1. A necessary condition to use a domain name in the Internet shall be a domain **delegation**. The delegated domain operability shall be provided by the domain **name servers DNS** — hardware-software complexes containing the necessary information about the domain and representing it in accordance with technical requirements of the Internet. Provision of at least two DNS servers of the delegated domain with reliable connection and functioning twenty-four hour shall be the Administrator's obligation.

6.2. Information necessary for the domain delegation shall be entered into the Register on the basis of the Administrator's application by the Registrar providing the domain support. Entering of information shall be made after the Registrar receives the positive results of verification of the delegated domain DNS servers functioning correctness.

6.3. During the whole domain name registration validity period the Registrar shall have the right to verify the delegated domain DNS

servers functioning correctness at his discretion. Where the examination result is negative, the Registrar shall have the right to suspend the delegation sending the Administrator a notification about it.

6.4. The domain Administrator shall have the right to apply for stoppage or renewal of the domain delegation at his discretion with the exception of the periods when the delegation is suspended at the Registrar's initiative.

6.5. The Registrar shall have the right to suspend the delegation at his own initiative only in the cases provided by the Rules (clauses 5.5, 5.9, 6.3, 6.6) or by terms and conditions of the Contract on domain name registration.

6.6. The domain name delegation shall be stopped by the Registrar after the registration expiry date, in case of registration annulment or on the basis of the court decision that came into force.

7. REGISTRATION VALIDITY PERIOD EXTENSION

7.1. The domain Administrator shall have the right to extend the domain name registration validity period.

7.2. The Registrar shall be obliged to send the Administrator an e-mail notification reminding about the necessity to re-register the domain name during the month before the last month of the registration validity period. To extend the domain name registration validity period independently of such notification receipt the Administrator should send the Registrar an application for re-registration. The application shall be examined provided the Administrator keeps to the terms of the Contract.

7.3. Application for re-registration can be sent no earlier than two months prior to the end of the registration validity period. If before the expiration of the registration validity period application for re-registration was not received the Administrator shall keep the right to extend the registration during the blockage period. The time needed for the application processing by the Registrar fixed in clause 7.6 should be taken into account for determination the period of the application sending.

7.4. During the registration blockage period the Administrator shall have no right to carry out any actions with the domain except for re-registration.

7.5. Registration blockage period shall be 30 calendar days. Blockage period can be extended if the Registrar is submitted any proof of a court (arbitration) examination initiated in connection with the domain name.

7.6. Where an application for re-registration is received during the blockage period or before it during three working days the Registrar shall enter all the information needed for the registration period extension into the Register provided the Administrator fulfills the Contract requirements. Here the period shall be extended for one more year from the period ending date fixed before.

Otherwise upon expiration of the blockage period the registration shall be cancelled.

7.7. The registration shall be cancelled after the blockage period expiry date in the cases when the applications for re-registration acceptance is limited in compliance with these Rules (clause 5.9).

8. REFUSAL FROM ADMINISTRATION RIGHTS. ADMINISTRATION RIGHTS TRANSFER

8.1. The Administrator at any time except for the periods fixed in these Rules (clauses 5.5, 5.9, 8.3, 9.1, 9.2) shall have the right to refuse from the domain administration rights having sent the Registrar a written application.

8.2. The Administrator at any time except for the periods fixed in these Rules (clauses 5.5, 5.9, 8.3, 9.1, 9.2) shall have the right to transfer the domain administration rights to another person having sent the Registrar a written application that should contain the information identifying the person to whom the rights are transferred (the Receiver), and indication to the Registrar who will support the domain.

Where the domain support is kept for the acting Registrar, he should enter the information about the Receiver into the Register during three working days providing the Receiver confirmed his consent to receive the rights to administrate the domain, made an appropriate contract and met its conditions.

Where administration rights transfer is related to the Registrar change, the acting Registrar shall carry out all the actions necessary for transfer during three working days after the application receipt. Thereafter the Registrar to whom the support is transferred shall carry out actions to accept the domain support and enter the information about the Receiver provided the Receiver confirmed his consent to receive the rights to administrate the domain, made an appropriate contract and met its conditions.

The domain administration right shall pass to the Receiver after the information about him is entered into the Register.

8.3. The Registrar shall not perform the Administrator's applications about the refusal from the domain name or transfer of the administration rights during 60 calendar days after the Administrator receives administration rights from another person or after the Registrar changed.

9. DISPUTES ABOUT DOMAIN NAMES

9.1. The Administrator shall have no right to concede the administration rights to another person, refuse from a domain name or transfer the domain name support to another Registrar in case he is presented a court (arbitration) claim related to the domain name. The Registrar shall control observance of the above-mentioned limitation from the moment the claim presentation proofs are received. The limitation shall be in force until the Administrator presents the Registrar the proofs that examination is stopped, but it can be kept without break no more than 45 calendar days.

During the limitation validity period the Administrator shall have the right to transfer the domain administration rights to the person presented the claim with the Registrar's consent, in case the action is evidently directed to settle the dispute.

9.2. The Registrar shall stop the administration right on his own after he received the proofs of the court decision that came in force:

- (1) forbidding the Administrator to use in the domain name a designation for which the plaintiff has the right;
- (2) recognizing the domain administration by the Administrator to be a breach of the plaintiff's rights (if the use of such broken right restoration means is not contradictory to the court decision);
- (3) obliging the Administrator to refuse from the domain name in any other way.

From the moment the above-mentioned decisions come in force the Administrator shall have no right to transfer the domain support to another Registrar. Registration cancellation or domain administration rights transfer to another person shall be permitted only if the actions are evidently directed to execute the court decision.

The person in whose favour the decision is made shall enjoy the priority right for the domain name registration. To realize this right the plaintiff within 60 days from the moment the court decision came into force should make a contract with the Registrar he chose and confirm his consent to receive the domain administration rights.

9.3. The Registrar and the Coordinator shall not be responsible before the Administrator for any actions directed to execute the court decision that came into force.

9.4. Where the third parties bring an action to the Registrar (Coordinator) in connection with registration or use by the Administrator of the domain name, the Administrator shall be obliged to take part in the examination from the part of the Registrar (Coordinator) upon

their request, as well as to compensate the Registrar (Coordinator) his losses (including the expenses for legal consultancy and representation in the court) incurred by the Registrar and the Coordinator in connection with the claim.

10. CHANGING OF THE RULES

10.1. The Rules can be changed solely upon the Coordinator's decision that should cover all the Registrars and users. The Registrar should inform the Administrator about the changes no later than 10 calendar days before the changes come into force.

10.2. All the actions related to domain names should be carried out in compliance with the version of the Rules effective at the moment of carrying out these actions.

Appendix

INFORMATION IN THE REGISTER AND ITS USE

1. General provisions

1.1. The information kept in the Register shall be used:

- (1) to fix administration rights of the registered domain names;
- (2) to provide possibility to address in the Internet network;
- (3) to submit information about domain names in the volume and on terms established by the Rules on request of the third persons.

1.2. The Registrar shall have no right to use the information submitted by the User in the purposes not provided by the Rules or the Contract.

1.3. The Registrar and the persons he cooperates with at keeping the Register shall be obliged to take measures necessary to prevent the information non-sanctioned use.

1.4. By filing the application for registration (re-registration) of a domain name the User shall give his consent to use information about him in compliance with the Rules, he shall also guarantee consent of the representatives he indicated for the use of the presented information about them.

2. Information authenticity provision

2.1. The User shall be obliged to submit full and authentic information. Inauthenticity of the information shall be the reason for the registration refusal, and if the domain name is already registered — for execution of measures set forth by the Rules.

2.2. The User shall guarantee validity of the submitted postal address, telephone and fax numbers, e-mail address etc.) and agrees that any message sent in compliance with the mentioned information shall be considered to be duly sent to the User.

3. Information distribution

3.1. The «whois» service (or service similar by its functions) and the information submitted by its means can be used by the receiver in any purposes, exclusive:

- (1) use of the addresses contained in the information to send any non-requested information;
- (2) mass collection of the information about domain names overloading the automated systems that provide the Registrar's functioning.

3.2. By means of the «whois» service (or service similar by its functions) the Registrar shall submit third persons information as follows about a domain name kept in the Register:

- (1) information about the Registrar updating the domain name;
- (2) full name of the Administrator;
- (3) e-mail address, telephones and faxes numbers of the Administrator;
- (4) information about the Administrator's representatives (and their contact addresses) to solve administration and technical issues;
- (5) date of the domain name first registration;
- (6) the domain name registration expiry date;
- (7) date of the last modification of the domain name information;
- (8) names and IP-addresses of the domain DNS servers;
- (9) information about absence of the domain name delegation, and possibly about the period and the reasons of the absence of delegation;
- (10) under agreement of the Administrator and the Registrar — a short text comment describing the domain name.

3.3. Any information about the domain name and Administrator kept in the Register exclusive the information mentioned in clause 3.2 of this Appendix shall be confidential, if otherwise is not stipulated by the Contract. Volume of the information to be kept shall be determined by the Registrar.

3.4. Confidential information can be submitted to the third persons solely in the cases as follows and solely in the volume limited by the purpose of request:

- (1) to provide safety of the registration system functioning, including the situations when the Registrar stopped its functions execution (in connection with the loss of his authorization, bankruptcy etc.);
- (2) to examine completeness and quality of the Register keeping by the Coordinator's representatives ;
- (3) after a court request or in other cases stipulated by the legislation.

3.5. After a written request from the third parties the Registrar shall have the right to report to them the information about exact full name and location of the Administrator solely for the purposes of bringing an action. The Registrar is obliged upon receipt of request from the Administrator to report on such third parties to whom the mentioned information was given.

3.6. The Registrar shall be obliged to submit the information about a domain kept in the Register after the request from the domain Administrator.