

PROCEDURAL REGULATION FOR THE .LT TOP-LEVEL DOMAIN

1. The Information Technology Development Institute at Kaunas University of Technology as an official Administrator of the .lt top-level domain of many years, hereby

- performing the management functions of the .lt top-level domain delegated by the Internet self-regulation institutions,
- whereas the requirements valid since 01-06-2000 have ensured the adequate conditions for the interested persons to create Domains by exercising the rights to protected marks, personal names or place names,
- seeking for simplification and automation of the procedures being performed,
- having generalized the usual practice,
- having considered the conclusion made by the Kaunas Department of Lithuanian Lawyers' Association,

after consultations with the Internet service providers passes the Procedural Regulation for the .lt top-level domain (hereinafter referred to as the "Regulation").

2. As the coordination of legal regulation and self-regulation by the competence is essential with regard to Internet, the principles, requirements and provisions for the creation, suspension, extension, transfer, cancellation and change of the Domain as well as other related procedures are specified in the Regulation, however it does not deal with the issues of legal regulation (legal subordination of the networks and other facilities connected to Internet, conditions for use, technical access, information hosting, content, etc.). The legal relationships formed using the Domains, first of all in the field of information society services, are regulated by applicable law.

SECTION I DEFINITIONS

3. **Domain** – in this Regulation any second-level domain within the .lt top-level domain.
4. **Name** – the label identifying the domain indicated to the left of .lt suffix and separated by dot.
5. **IDN** (Internationalized Domain Names) – multilingual names the system of which is implemented according to the special provisions of Internet self-regulation.
6. **Applicant** – a founder (holder) of the Domain who has submitted the Application and created the Domain directly or through the intermediary or has obtained the right to the Domain on some other legal basis.
7. **Application** – the technically correct order for the creation of the Domain, which meets all set requirements, submitted to the Administrator.
8. **Application Processing System** – software as a subject of copyright for carrying out the procedures and systematizing the data automatically.
9. **Whois database** – the structured and systematically arranged repertory of data on the Domains and persons technically responsible for them, which may be used individually by electronic means.
10. **DNS** (Domain Name System) – a network service, among other things, associating IP addresses with the names of the Domains.
11. **Period** – the Agreement validity period of one year within which the Domain information is maintained in Whois database.

SECTION II PRINCIPLES

12. The procedures are carried out following the principles hereto:
 - 1) **the principle „first come, first served”**. Date and time of receipt of complete electronic Application by the Application Processing System used by the Administrator is the only reference point for setting the preference for the use of a particular label in the name of the Domain;
 - 2) **the principle of the uniqueness of names**. For the assurance of the integrity of Whois database the names of the existing Domains cannot repeat;
 - 3) **the principle of non-discrimination**. The possibility to create a Domain is not related to the number of the Domains hold by the Applicant, its legal position, citizenship, place of residence or other personal attributes, and the same rules are applied for all Applications;
 - 4) **the principle of impartiality**. The Administrator does not have any personal interest concerning the assignment of particular names to one or another person, therefore it is not a party to a dispute solving the issue on the rights to the labels used for this;

5) *the principle of data correctness*. The Applicant must ensure that data provided to the Administrator are always correct and accurate.

SECTION III **FORMATION OF NAMES**

13. Applicants create Domains, form their names and are responsible for them.

14. The name can be any of the not blocked labels if it meets all the following requirements:

1) technical:

- a label has not been used yet as the name of another Domain (including temporary stored ones);

- a label (without .lt suffix) must have at least two letters from “a” to “z” of the standard Latin alphabet (IDN names may also have other symbols specified in the paragraph 15), digits from 0 to 9 and hyphen (-s);

Note: Only small letters should be used in labels.

- a label (without .lt suffix) can be of up to sixty three characters at maximum;

- hyphens are not allowed at the beginning and (or) at the end of the label as well as in the third and fourth position except IDN names (see the paragraph 15);

- an Applicant in accordance with legislation acts has got the authorization of the competent authority to use labels registered in the list of reserved labels;

2) good morality:

- a label should not contravene public order and first of all good morality standards. The names should not contain any labels apparently denigrating honour and dignity (business reputation) of persons or hurting different social or occupational groups.

Note: An applicant creating a name is personally liable for the infringement of industrial rights or copyright of third persons; the Administrator does not check the names in this regard.

15. Special provisions for IDN:

1) IDN names may contain the following letters of Lithuanian alphabet:

Character	Code (Unicode standard)	Character	Code (Unicode standard)
„ą“	U+0105	„š“	U+0161
„ė“	U+010D	„ų“	U+0173
„ę“	U+0119	„ū“	U+016B
„ė“	U+0117	„ž“	U+017E
„į“	U+012F		

2) In the third and fourth positions of IDN name hyphens are used (when forming a special prefix “xn--” or some other prefix adopted according to the provisions of Internet self-regulation);

3) IDN name with a special prefix and the name containing the letters of Lithuanian alphabet should match each other when converted using IDN compatible software;

4) the technical requirements set forth above including the minimum and maximum length of a label, as well as the requirement of good morality shall be applied both for IDN names with a special prefix and the names containing the letters of Lithuanian alphabet.

16. The Administrator makes the lists of reserved and blocked names, changes or supplements them. The labels the use of which is restricted by the common legislation or the decision of the Administrator for the integrity of DNS are reserved. The labels on request of the persons shall not be reserved in the way other than the general procedure for the creation of Domains.

Note: The label contained in the Domain name is considered reserved (blocked) if any part of the Domain name, having eliminated hyphens, matches the label included in the list of reserved (blocked) labels.

17. The conformity of the label with the technical requirements is checked automatically in the Application submission process. If the label does not meet the technical requirements the Application submission process is terminated and subsequent procedures are not performed.

18. Until powerful filters are implemented (the comprehensive list of blocked labels are made) the conformity of the label with the requirement of good morality is checked beginning with the day of Application submission and ending on the day the agreement is entered into.

SECTION IV **SUBMISSION OF APPLICATIONS**

19. Applications shall be submitted only in electronic form after having registered in the Application Processing System used by the Administrator.

20. The registration in the Application Processing System is done by filling in online form provided on the Administrator's website. The login and password (hereinafter – the “connection identifiers”) allowing to perform the procedures of Application submission, cancellation, transfer and change are assigned to a person who has registered in the Application Processing System.

21. The following persons may register in the Application Processing System:

1) natural persons if they are legally capable or have limited legal capacity (having the consent of the parents or guardians);

2) legal entities the sole management body of which must ensure that this and other procedures would be carried out on behalf of a legal entity by the person authorized to enter into agreement.

22. A person having registered in the Application Processing System must take care of the security of his/her connection identifiers (should not disclose to third persons, leave them without care, etc.).

23. The limit for the submission of applications should not exceed ten unpaid Applications per person. The Administrator may increase this limit.

24. The name of the Domain indicated in the Application, provided that it meets technical requirements, is saved in the Whois database automatically and temporary stored; however this fact by itself does not mean the conclusion of an agreement between the Administrator and the Applicant.

25. Information on the procedures performed is stored in the Application Processing System at least for one year.

SECTION V **TEMPORARY PROTECTION**

26. The temporary protection of the name means that the name of the Domain is included into Whois database for the period required to perform the procedures or remains in it for a particular period of time after the procedures have been performed.

27. The names are temporary stored:

1) for the period beginning with the day of Application submission and ending on the day the agreement is entered into, but not longer than it may be required for the conclusion of the agreement as per the provisions of the Section VI;

2) for the suspension period of the Domain use as per the provisions of the Section VIII;

3) for the period of thirty days after the cancellation of the Domain (hereinafter referred to as “Quarantine”); within this period the Applicant has the priority right to submit an Application for the same name. The “Quarantine” is not applied in the case of the transfer taking into consideration the peculiarities of this procedure as well as in the case specified in the paragraph 34.

SECTION VI **CONCLUSION OF AN AGREEMENT**

28. An agreement is entered into between the Applicant and the Administrator expressing their will to conclude the agreement following the principles, requirements, and provisions set forth in this Regulation.

29. The will of an Applicant to enter into the agreement is expressed by the submission of the Application under the order defined and by the payment of a fee within three working days after the Application has been submitted.

Note: A working day is any day except the statutory holidays of the Republic of Lithuania, Saturdays and Sundays (if a working day is not shifted to them by the decision of the Government) and other officially declared non-working days..

30. The will of the Administrator to enter into the agreement is expressed by the acceptance of the Application for processing. The Administrator shall refuse to enter into the agreement, if:

1) the Applications has been filled in wrongly;

2) the wanted name does not meet the set requirements;

3) the Applicant has not paid the full fee for the creation of the Domain within the set period of time.

31. The Administrator, within three working days after the receipt of the Application, takes a decision on the acceptance of the Application for processing. If there are any doubts regarding the correctness of the data provided by the Applicant or the conformity with the requirement of good morality, the Administrator is entitled within this period to require the reasoning and the Applicant must provide it to the Administrator within seven days after the receipt of the request. In such a case the period of three days within which the Administrator has to take a decision on the conclusion of the agreement begins with the day of the receipt of required information. If the Applicant fails to provide the reasoning within the set period of time the agreement shall not be concluded.

32. The agreement is considered concluded when the Administrator approves the acceptance of the Application for processing by activating the Domain in the Whois database. The agreement shall not be

concluded in any other way or form. The principles, requirements and provisions of the Regulation form an integral part of the agreement.

33. After the agreement has been concluded the Domain is considered created at the moment of the Application submission. The Applicant observing the principles, requirements and provisions of the Regulation shall at his/her own discretion set the structure of the Domain, decide on its content, methods of use, etc. The impermissibility of the mortgaging of the rights related to the Domain without the prior consent of the Administrator is acknowledged as the major condition.

34. If the agreement is not concluded the records about the Domain are removed from the Whois database. In such case the “quarantine” shall not be applied.

SECTION VII **PAYMENT**

35. The procedures shall be paid in advance.

36. Base fee rates are announced publicly on the Administrator’s website.

37. The fee is fixed for one Period and is not divided. If the Domain is cancelled or transferred to another person before the expiration of the period, the fee paid shall not be reduced and returned to the Applicant.

38. The Administrator may revise the fee rates when the change of the factors influencing the costs of the services (the volume of expenses, the emergence of new related taxes or the change in the rates of present taxes, inflation, etc.) is objective, but not more often than once each calendar year. The changes in present fee rates are announced publicly on the Administrator’s website. The changed fee rates shall be applied only to those payments the due date of which expires after the announcement of the change. The Applicant is entitled to resign from the extension of the Period due to the increased fee. Discounts provided during special promotions shall not be considered the change in the fee rates.

39. As the payment of the fee is a constituent for the Applicant’s expression of his/her will to enter into the agreement and the only way for extending it, the personal fulfilment is particularly important.

40. The fee can be paid by:

1) the Applicant by paying cash in person at a commercial bank or transferring money from his/her own bank account to the Administrator’s bank account;

2) the Applicant by debiting his/her personal payment card on behalf of the Administrator (by using the services of the persons organizing the payments).

41. The payment for the Applicant may be carried out by the third persons, provided that this is clearly indicated in the field of payment purpose and the Applicant asks to accept the payment as the fulfilment of his/her obligation.

42. The Domain payable should be indicated on the payment documents.

43. Unduly formalized payment is not accepted and returned back to the person who has paid it (on his/her expenses) or is deposited.

44. The fee for the first Period should be paid at the time defined in the paragraph 29 and the fee for the every next Period – before the beginning of that Period but not earlier than before 30 days.

45. The Administrator shall issue invoices for the Applicants who are legal entities straight after the receipt of the payments. Invoices for the Applicants who are natural persons shall be issued at their request.

SECTION VIII **SUSPENSION**

46. A suspension shall mean the restraint to the Domain access and the restriction of the procedures. In such a case it shall be noted in the Whois database that the Domain is temporary not available and DNS records shall be removed.

47. The suspension procedure shall be applied:

1) on the Administrator’s will if the Applicant has violated the principles, requirements and provisions of the Regulation. The use of the Domain shall be suspended until the Applicant removes the violation or its consequences. If the Applicant fails to remove the violation or its consequences within thirty days, the cancellation procedure shall be performed;

2) under the act passed by the competent state authority.

48. The suspension procedure on the Applicant’s initiative or at the request of other persons is impossible except in the case specified in the item 2 of the paragraph 47.

49. The suspension procedure has no influence on the running of the Period. If, during the period of suspension, the Period expires the cancellation procedure shall be postponed until the first working day after the end of the suspension.

SECTION IX **EXTENSION**

50. The extension shall mean the renewal of the agreement for one Period.

51. The Applicant shall express his/her will to extend the agreement before the expiration of the current Period but not earlier than before thirty days by paying the fee for the upcoming Period.

52. The Administrator cannot refuse to extend the agreement for a new Period if the Applicant has properly expressed his/her will thereof.

53. If the Applicant fails to pay the fee for a new Period within the set period of time, the cancellation procedure shall be carried out, among other things, by taking into consideration the provision of the paragraph 49.

54. The first Period after the conclusion of the agreement shall begin on the next day (at 00:00) after the Application submission and shall expire in the corresponding month and on the corresponding day of the next year; and if there is no corresponding calendar day or it is a non-working day it shall expire on the next day (a working day). In the case of extension, the Periods shall be calculated continuously by summing all previous Periods and a new Period from the day of Application submission.

55. If the extension procedure is not carried out the sequence of the Periods will be broken. If the Applicant, within the "quarantine" period, submits the Application for the same name it will be considered that a new Domain has been created and a sequence of its Periods begins anew (i.e. beginning with the day of submission of a new Application).

SECTION X **CANCELLATION**

56. The cancellation shall mean the termination of the agreement, the cancellation of the Domain and the removal of its records from the Whois database.

57. The cancellation procedure shall be applied:

1) on the Applicant's initiative after carrying out the cancellation procedure (after connecting to the Application Processing System and filling in the *online* form) or by not extending the agreement for a new Period;

2) on the Administrator's initiative if the Applicant has violated the principles, requirements and provisions of the Regulation and has not removed the violation or its consequences within the period of the suspension;

3) under the act passed by the competent state authority.

SECTION XI **TRANSFER**

58. The transfer shall mean the assignment of all rights to the Domain to another person. In such a case the agreement with the primary Applicant shall be terminated under the simplified procedure, the agreement with a new Applicant shall be concluded under the general procedure and the records in the Whois database shall be changed accordingly.

59. The basis for the transfer is the transaction between the primary Applicant and a new Applicant the provisions of which may not be disclosed to the Administrator. The responsibility for the conclusion of such transaction and its validity shall lie with the primary Applicant and a new Applicant.

60. The transfer procedure shall be initiated by the primary Applicant by connecting to the Application Processing System and filling in the *online* form.

Note: The transfer procedure with regard to the Domain the name of which contains the reserved label will be impossible until a new Applicant provides to the Administrator the document certifying the right to use that label.

61. A new Applicant must approve the transfer: he/she must submit the Application under the common procedure and pay the fee for the first Period within three working days after the initiation of the transfer procedure. The use of the Domain shall not be suspended for this period of time. If a new Applicant approves the transfer as required within the set period of time, it is considered that the agreement with the initial Applicant has been terminated, and the agreement with a new Applicant is concluded only when all actions approving the transfer have been carried out by a new Applicant. If a new Applicant fails to approve the transfer as required within the set period of time, this procedure shall be cancelled and the agreement with the primary Applicant shall not be terminated.

62. The provision of this Section shall not be applied when the rights to the Domain are exercised for the execution of the judgement.

SECTION XII
CHANGE

63. The change shall mean the updating of the Applicant's data indicated during the registration in the Application Processing System and (or) in the Application. During this procedure, the Applicant himself/herself (the transfer procedure should serve for this purpose) or the Domain name cannot be changed.

64. If the data indicated in the Application Processing System and (or) in the Application have changed the Applicant must update them immediately by connecting to the Application Processing System and filling in the *online* form. The exceptions for the change of information about the service provider are set forth in the Section XIV of the Regulation.

65. If the Administrator discovers inaccuracy of the data submitted, it is considered that the Applicant has violated the provisions of the Regulation.

SECTION XIII
SETTLEMENT OF DISPUTES

66. If the Administrator withdraws the agreement due to the violation of the requirement of good morality as well as carries out the suspension or cancellation procedure on its own will, the interested Applicant may provide the objection to the independent commission. The motivated objections should be provided to the Administrator within seven days beginning with the day when the Applicant has learned or should have learned about the decision taken by the Administrator or from the day of the performance of the corresponding procedure.

67. The independent commission will consist of two lawyers delegated by the lawyers organizations, justice institutions and (or) graduate law schools and one of the service providers, which is a delegate elected by the disclosed intermediaries (the main and reserve delegates are elected; the reserved delegate is elected for such a case if the main delegate provides services to the interested Applicant or he/she is interested in the outcome of the dispute).

68. The Administrator shall inform the members of the independent commission within three days about the objections received from the Applicant.

69. The independent commission shall state its opinion with not less than two ayes. The outcome of the deliberations shall be reported to the Applicant and the Administrator.

70. The disputes between Applicants and other persons on the right to Domains, their use or content shall be settled under the procedure established by law. The parties to a dispute are the Applicant and a person who believes that his/her rights have been violated (the Administrator is not a party to a dispute or a person interested in the outcome of the dispute).

SECTION XIV
SERVICE PROVIDERS

71. The special provisions intended for the case, when the Applicant for creation of the Domain and (or) for performing other procedures related thereto applies to the service providers, are set forth in this Section.

72. Services related to one Domain shall be provided by only one service provider.

73. The customers of all service providers should take interest in how the Domains created on their initiative are managed, require that the service providers serving them would perform the established procedures in due manner.

74. The service providers performing the procedures shall act as undisclosed or disclosed intermediaries.

Undisclosed Intermediaries

75. Service providers acting as undisclosed intermediaries shall submit Applications and perform other procedures in their own name. In such a case it is considered that the agreement concerning a Domain is concluded between the Administrator and the undisclosed intermediary; the undisclosed intermediary itself is indicated as the Applicant in the Application and the Whois database.

76. Legal relationships between the undisclosed intermediaries and their customers shall be regulated by the agreements between them, the provisions of which shall not be disclosed to the Administrator.

77. The customer of the undisclosed intermediary cannot apply directly to the Administrator as well as personally exercise its rights to the Domain.

78. The common requirements established for all Applicants shall be applied to the undisclosed intermediaries and agreements with them shall be concluded under the general procedure set forth in the Section VI of this Regulation.

79. The activity of the undisclosed intermediaries shall not be promoted by discounts irrespective of the number of the Domains possessed. The postponement of payment shall not be applied to the undisclosed intermediaries.

Disclosed Intermediaries

80. Service providers acting as disclosed intermediaries (hereinafter referred to as “Accredited ISP”) shall submit applications and perform other procedures related thereto on behalf of its customers. In such a case the customer of the Accredited ISP shall be indicated as the Applicant on the Application and in the Whois database.

81. A person meeting all criteria specified below and who has entered into the agreement with the Administrator can be an Accredited ISP:

- 1) is a legal entity;
- 2) has a sufficient infrastructure for the provision of services:
 - a) an operating website designed for serving customers and informing on the procedures executed;
 - b) ensures the conformity of the configuration of the DNS servers used to the provisions of the Internet self-regulation (in accordance with RFC1034, RFC1035 or their subsequent amendments);
 - c) ensures that the authoritative DNS servers would not maintain recursive requests;
- 3) has appointed at least two persons responsible for the support of customers and authorized to perform procedures (one of them can be the substitute only). The Accredited ISP must inform the Administrator on the persons responsible and their replacements up to the beginning of the procedures;
- 4) has demonstrated to the Administrator the ability to perform procedures in the Testing System of the Applications Processing System under the procedures performance scenario provided by the Administrator;

5) has financial capacity for the fulfillment of pecuniary obligations. A newly accredited ISP must pay the Administrator the sum of two thousand litas up to the beginning of its activity as well as the Accredited ISP having violated payment deadlines has to pay this sum within seven days after the receipt of the Administrator’s request; the conditions of the use of this sum shall be defined in a mutual agreement;

6) has prepared and provided the standard form of his agreement with customers to the Administrator. The provisions of such agreement must meet the principles, requirements and provisions of the Regulation, and the Domain creation and Period extension services must be separated from the other services, i.e. to provide customers with the right to refuse from Domain creation or extension services without prior notice and without refusing from other services provided by the Accredited ISP (content development, implementation, information hosting, etc.). The Accredited ISP must inform the Administrator on the change of the standard agreement within seven days.

82. The Accredited ISP shall have connection identifiers to the Applications Processing System allowing to manage directly the data of his customers and perform procedures, except the possibility to initiate the transfer or the change of the service provider. The Accredited ISP shall be personally responsible for the validity and legality of the procedures performed and shall accept the related risk.

83. Equal rates, which shall be lower than the base rate, shall be established to all Accredited ISP’s. Rates applicable to Accredited ISP’s shall be published on the Administrator’s website. The Administrator may revise the rates applicable to the Accredited ISP’s when there are objective changes in factors affecting the cost of services (amount of expenses, introduction of new taxes or changes in the old ones, inflation, etc.), however such revisions may be made no more than once a year. Information on changes in rates applicable Accredited ISP’s shall be published on the Administrator’s website. Revised rates shall be applied only to those payments, which become payable after the announcement of changes. Discounts applied as a part of special promotions shall not be considered as changes in rates applicable to Accredited ISP’s.

84. If the Accredited ISP materially breaches the pecuniary obligations to the Administrator, becomes insolvent, or the restructuring or bankruptcy process is initiated, it shall lose its accreditation (the agreement concluded with him shall be terminated).

85. Peculiarities when the Accredited ISP takes part in the performance of the procedures:

1) performing the procedure of Application submission (Section IV). It shall be applied with the exceptions: the Accredited ISP shall register its customers in the Application Processing System, check their legal capacity and submit the Applications on behalf of their customers thereby assuming responsibility for the validity and legal consequences of the executed procedure; the limit of Applications shall not be applied for the Accredited ISPs;

2) performing the procedure of temporary protection (Section V). It shall be applied with the exceptions: the Domain shall be activated in the Whois database straight after the Application submission

(without temporary protection), but the Administrator shall have the right within three working days after the receipt of the Application to request for the reasoning or perform the cancellation procedure without the suspension in case of violation of good morality requirement;

3) concluding agreements (Section VI). It shall be applied with the exception: the customers of the Accredited ISP shall not conclude any direct agreements with the Administrator; the legal relationships between the Administrator and the Accredited ISP as well as between the Accredited ISP and their customers shall be regulated by separate agreements;

4) making payment. It shall be applied with the exceptions: the Accredited ISP shall pay for its own customers to the Administrator accepting the risk related thereto; the conditions and procedures of payment shall be defined in the agreements between the Administrator and the Accredited ISP”;

5) performing the suspension procedure (Section VIII). It shall be applied with the exceptions: the Accredited ISP shall perform the suspension procedure in the case specified in the item 2 of the paragraph 47;

6) performing the extension procedure (Section IX). It shall be applied with the exceptions: the Accredited ISP shall pay to the Administrator and shall be responsible for the consequences in respect of its own customers for the failure to perform this procedure;

7) performing the cancellation procedure (Section X). It shall be applied with the exceptions: the Accredited ISP may perform the cancellation procedure in the cases and under the order defined in the agreements with its own customers hereby assuming the responsibility for the validity and legal consequences of the procedure performed;

8) performing the transfer procedure (Section XI). It shall be applied with the exceptions: only the Applicant himself/herself may initiate the transfer procedure; in such a case the transfer shall mean the change of the customer of the Accredited ISP (the assignment of rights and duties under the service agreement to another person);

9) performing the change procedure (Section XII). It shall be applied with the exceptions: the change of the service provider may be initiated only by the Applicant himself/herself who has the right to change the service provider or refuse from its services; the major condition for the ensuring the opportunity to the Applicants to perform this procedure unhindered is that the Accredited ISP would dissociate the Domain creation and Period extension services from other services provided; the Accredited ISP shall not require prior notice concerning such procedure or otherwise restrict its performance.

SECTION XV **NOTICES AND REPROTS**

86. The Administrator shall publicize on its website:

- 1) Regulation;
- 2) the list of reserved labels;
- 3) base fee rates and rates applicable to Accredited ISP’s;
- 4) information on change of the Regulation, base fee or rates applicable to Accredited ISP’s;
- 5) information on disclosed intermediaries who have not drawn up the agreement with the Administrator as a new edition in accordance with the Regulation;
- 6) the list of the Accredited ISP who have the valid agreements (providing references to their websites);
- 7) the inducement for the customers of the Accredited ISP to change the service provider when the Accredited ISP loses its accreditation;
- 8) information on the special promotions;
- 9) other information which should be publicly announced.

87. The Administrator informs the Applicant by e-mail:

- 1) about the registration in the Application Processing System (indicating the connection identifiers herewith);
- 2) about the rejection of the Application by stating the reasons;
- 3) about the cancellation of the Domain when this procedure is carried out on the Administrator’s will;
- 4) about the termination of the transfer procedure when a new Applicant does not approve the transfer as required within the set period of time;
- 5) the inducement to change the service provider when the Accredited ISP providing services to the Applicant loses its accreditation if it is not announced publicly;
- 6) other information personally important for the Applicant.

88. The list of blocked labels shall not be announced publicly and sent by e-mail as these labels are not to be used due to their nature.

89. The Applicant shall not be informed additionally:

- 1) about the reasons for the rejection of the Application if the Applicant fails to provide the reasoning within the set period of time (the paragraph 31);
- 2) about the expiration of the payment deadline and consequences;
- 3) about the suspension procedure performed under the act passed by the competent state authority received by the Administrator directly from the authority which has passed it (the item 2 of the paragraph 47);
- 4) about the procedures performed on the Applicant's initiative;
- 5) about the information publicly announced on the Administrator's website.

90. E-mail and (or) telephone are usually used for the communication of the Accredited ISP and Applicants with the Administrator. However at the Administrator's request the enquiries must be in written form.

91. The Administrator about the cancellation of the Domain should be informed in writing if this procedure is not performed through the Application Processing System. The reasoned objections indicated in the paragraph 66 should be provided by the Applicant to the Administrator by e-mail or in writing.

SECTION XVI **VALIDITY OF THE REGULATION**

92. The Regulation was introduced from 13 March 2007, at 13:00.

The edition of this Regulation shall be effective starting from 1 November 2009.

93. Accredited ISP's agreements concluded with the Administrator till a new edition of the Regulation came into force are formalized from 1 November 2009, according to a new edition of the Regulation.

94. The Periods of the Domains, created before Regulation was introduced, which have matured after the time indicated in the paragraph 92 shall be extended after the Applicant performs the procedures of the registration and extension in the Application Processing System.

95. When the Applicant registers in the Application Processing System the former agreements concluded with him/her on the maintenance of the created Domains cease to be in force considering that since then the agreements on the created Domains have been concluded with the Applicant according to the Regulation.

96. If Accredited ISP doesn't conclude a new agreement under new edition of the Regulation, the old agreement terminates.

97. If the Applicant who has directly entered into the agreement with the Administrator does not register personally in the Application Processing System, the current agreement shall be valid without any changes (including the price specified in the agreement); however, such Applicant cannot submit Applications and perform the procedures according to the Regulation.

98. All procedures, except the transfer, shall be permitted in respect of the Domains with the names containing the blocked labels created before starting to apply the Regulation.

99. The Administrator may amend or supplement separate requirements and provisions set forth in the Regulation. Information on the amendment or supplement of the requirements and provisions of the Regulation shall be announced at least thirty days before they come into force. When the amendments or supplements of the Regulation come into force the Regulation shall be announced in a new edition. Any procedure shall be performed according to the Regulation valid on the day of its performance.

100. The principles for performing procedures may be amended or supplemented in exceptional cases and only after the consultations with the Accredited ISP.