

DOMAIN REGULATION

1 GENERAL PROVISIONS

- 1.1 Top-Level Domains are administered by, the Domain Name Registry is maintained by, and the registration of Domain Names is organised by the Estonian Internet Foundation (hereinafter EIF), based on legislation, the resolutions of courts, arbitration tribunal and the Domain Disputes Committee, its articles of association, this domain regulation (hereinafter: Domain Regulation) and according to instructions and standards generally recognised within the Internet community.
- 1.2 The Domain Regulation replaces in full the requirements prescribed in the document *Sub-domain Registration Regulation* applicable in the registration of Top-Level Domain **.ee** sub-domains in Estonia.
- 1.3 Domain Regulation is applied to all domain names, including domain names registered on the basis of the *regulations* noted in clause 1.2.
- 1.4 Domain Regulation regulates as standard terms the legal relationships between EIF, Registrars and Registrants, including the exercising of rights and the performance of obligations.
- 1.5 Domain Regulation is superior in regards to any conditions established by the Registrar towards the Registrant.
- 1.6 The list of Registrars is published on the EIF website.

2 DEFINITIONS

Definitions have the following meanings in the Domain Regulation:

- 2.1 “**Top-Level Domain**” means the top-level domain (TLD) **.ee** recognised by the Republic of Estonia or other Estonia related TLDs.
- 2.2 “**Sub-domain**” means a marking to the left of the TLD, separated by a period.
- 2.3 “**ASCII**” refers to the standard *American Standard Code for Information Interchange*.
- 2.4 “**Authorisation Code**” refers to the password used to identify the relationship between the registered Domain Name and the Registrant.
- 2.5 “**Suspension**” means that the relationship between the Domain Name and the assigned Name Servers has been interrupted.
- 2.6 “**Domain Name**” (domain) is a mark of identification, and is comprised of:
 - 2.6.1 The TLD and the second level Sub-Domain located to the left and separated by a period (for example, in the form **nimi.ee**) or
 - 2.6.2 The TLD and the General Domain to the left, separated by a period and a third level Sub-Domain (for example, in the form **nimi.edu.ee**).
- 2.7 “**Availability**” – provision of Name Servers’ answers to electronic inquiries by the Name Servers assigned to the Domain Name;
- 2.8 “**IP Address**” refers to the number combination which simultaneously identifies the computer (or other Internet Protocol using network device) in a commonly used data communication network.
- 2.9 “**Name Server**” refers to the computer that saves and forwards notices related to the Domain Names and their corresponding IP addresses in the commonly used data communications network;
- 2.10 “**Registrant**” is the person in whose name the Domain Name is registered or who applies for the registration of a Domain Name.
- 2.11 “**General Domain**” means the second-level Sub-Domain to the left of the Top-Level Domain, under which the registration of the Sub-Domain by the Registrant must meet the terms and conditions of the General Domain (for example, in the form: **pri.ee** or **edu.ee**).

- 2.12 “**Registrar**” is the person or agency who, pursuant to the Registry Agreement, provides Registrants with Registration Services.
- 2.13 “**Registration Services**” encompass the following services provided to the Registrant on the basis of the Registrant’s application:
- 2.13.1 Registration of the Domain Name;
 - 2.13.2 Deletion of the registration;
 - 2.13.3 Renewal of the registration;
 - 2.13.4 Transferring of the Domain Name;
 - 2.13.5 updating of contact information;
 - 2.13.6 Administration of the name server’s entries;
 - 2.13.7 Replacement of Registrar.
- 2.14 “**Administrative Contact**” is a person with an Estonian personal identification code who is either a citizen of the Republic of Estonia or a citizen of the European Union, member state of the European Economic Area or Swiss confederation, whose place of residence is registered as Estonia, the right of which to represent the Registrant is based on legislation valid in Estonia or the written authorisation of the Registrant. The Administrative Contact does not have the right to delegate the authorisation. The Administrative Contact has the right to sign and submit Domain Name related applications on behalf of the Registrant and to receive and forward any notices related to the Domain Name(s). The Administrative Contact is responsible for the correctness and genuineness of the data and documents submitted about him/her and the Registrant.
- 2.15 “**Technical Contact**” is a natural person who, in the name of the Registrant, adds, changes or removes entries in name servers related to the Domain Name. The Registrar may also be the Technical Contact.
- 2.16 “**Registration**” – registry entry in the Domain Name Registry maintained by EIF, pursuant to which the corresponding Domain Name is registered in the name of the corresponding Registrant.
- 2.17 “**Registry Agreement**” – Agreement between EIF and the Registrar for ensuring the required provision of Registration Services.
- 2.18 “**Domain Disputes Committee**” – the structural unit of the EIF that resolves domain disputes on the basis of the respective regulation.

- 2.19 "**EE Direkt**" – EIF's structural unit, which ensures the availability of all Registration Services to the Registrant in the event that their Registrar Registry Agreement is invalid.
- 2.20 "**WHOIS – database**" refers to a service, via the intermediation of which information regarding Domain Names and Registrants is transmitted in the public data communication network.

3 REGISTRATION OF DOMAIN NAMES

3.1 Terms and Conditions for Application

- 3.1.1 The registration of a Domain Name may be applied for by all persons via the intermediation of a Registrar, whose identity is controlled and who has submitted the required information and documents. The number of Domain Names per Registrant is not limited.
- 3.1.2 Domain Names are registered by EIF via the intermediation of the Registrar for Domain Name registration applications, in the order they are received by EIF.

3.2 Requirements for the registration of a Domain Name

- 3.2.1 The Domain Name may only contain numbers (0-9), dashes and letters.

Domain Names with capital and lowercase letters are not differentiated between.

A Sub-domain may not begin or end with a dash; also, it may not contain a dash simultaneously as the third or fourth symbol.

The minimum length of a Sub-domain is two symbols and the maximum length is sixty-three symbols.

- 3.2.2 Marks of identification, the symbols of which do not correspond to ASCII, are not registered as a Domain Name
- 3.2.3 A Domain Name is not registered if it is identical to a Domain Name with a valid registration.
- 3.2.4 Certain domains are blocked and these cannot be registered as a Domain Name. The list of blocked domains is published on the EIF website.

- 3.2.5 Certain domains are reserved and these can only be registered as Domain Names under special conditions. The list of reserved domains and the special conditions for their registration are published on the EIF website.

3.3 General Domains

- 3.3.1 In order to register a Sub-domain under a General Domain, the Registrant of the Sub-domain must meet the terms and conditions for the General Domain.
- 3.3.2 The list of General Domains and terms and conditions for General Domains are published on the EIF website.

3.4 EIF activity in the registration of domain names

- 3.4.1 Via the intermediation of the WHOIS service, EIF publishes the Registrant's name, the names and e-mail addresses of the Administrative and Technical contacts, Name Server names, the Registrar's name, date of registration, Registration status and the Domain Name suspension and deletion date.
- 3.4.2 Upon the registration of the Domain Name, EIF fixes the required technical information in the Top-Level Domain Name Servers to ensure the availability of the Domain Name. The Domain Name is not registered if the Name Servers do not allow or disrupt the work of the Top-Level Domain's Name Servers.
- 3.4.3 In so far as EIF performs operations of either an informative or technical nature during Domain Name registration, EIF does not control in any instance whether the registration of the Domain Name or the Domain Name in any manner or intended use violates the rights of third parties, including the rights arising from intellectual property. The purpose behind performing the named registry operations is not the justification of the actions or rights of the Registrant in his/her relationships with third persons.

4 LIABILITIES OF THE REGISTRANT

4.1 General requirements

- 4.1.1 The Registrant is required to disclose the following information in the Domain Name registration application:

- a) the Domain Name being applied for,
 - b) the domain names and IP addresses of at least two Name Servers for the Domain Name,
 - c) name of the Administrative contact, Estonian personal identification code, place of residence, telephone number and e-mail address,
 - d) Technical contact's name, registry or personal identification code (or date of birth in the case of the absence of the latter), address, telephone number and e-mail address,
 - e) in the case of a Registrant that is a legal person, their name, address of location, registry code, telephone number and fax number (if present) and e-mail address;
 - f) in the case of a Registrant who is a natural person, the given and family name, personal identification code (or date of birth in the case of the absence of the latter), mailing address, telephone number and e-mail address.
- 4.1.2 The Registrant or the Registrant's representative in Domain Regulation clauses 5.3.1 and 5.3.3 and in the application named in clause 5.3.5 – 5.3.6 (Administrative Contact) must identify themselves for the purpose of allowing for the controlling of their identity and determining the wish of the Registrant:
- 4.1.2.1 sign the application submitted to the Registrar either in his/her own hand in the presence of the Registrar's representative or sign electronically using their Estonian personal identification card or Mobile-ID or
 - 4.1.2.2 In the manner prescribed in clause 4.1.2.1 of the application submitted to the Registrar in the event of a failure to sign to pay the Registrar a Registration Fee with a separate bank transfer for each applied for Registration Service from the bank account opened in the name of the Registrant or the Registrant's representative (Administrative Contact) and to note in the payment order the reference number provided by the Registrar for the application and the corresponding Domain Name. In the instance described in this clause, the application is deemed to have been presented to the Registrar on the day following the receipt of the Registration Service Fee in the Registrar's bank account.
- 4.1.3 An application submitted to the Registrar, in the case of which the requirements prescribed in clause 4.1.2.2 have been fulfilled, is legally equivalent to an application that has been signed in the manner prescribed by clause 4.1.2.1.

- 4.1.4 The Registrant is liable for the correctness of the data in the submitted application and must notify the Registrar of any changes to the named data within 7 working days, by submitting to the Registrar the application listed in clause 5.3.3. The Registrar immediately amends the Registrants data in the EIF database.
- 4.1.5 With the submission of the Domain Name registration application or the Domain Name transfer application noted in clause 5.3.6.2, the Registrant undertakes in good faith before EIF to fulfil the Domain Regulation and instructions published by EIF, and agrees and confirms that:
 - 4.1.5.1 The information in the application submitted by the Registrant is correct;
 - 4.1.5.2 The Registrant has the desire and the Registrant also has the right to use the Domain Name marked in the application;
 - 4.1.5.3 The registration and use of the Domain Name does not, to the knowledge of the Registrant, violate any valid legal acts or third party rights;
 - 4.1.5.4 The Registrant shall take part in the proceedings of the Domain Disputes Committee pursuant to the Domain Disputes Committee regulation and the Registrant undertakes to adhere to the aforementioned regulations; the Registrant's non-participation in the proceedings shall not impede the Domain Disputes Committee from making a decision with regard to a Domain Name;
 - 4.1.5.5 EIF or a person authorised by them, including the Registrar, may process the Registrant's personal data in the manner and for the purposes prescribed in clauses 8.1-8.2 of the Domain Regulation;
 - 4.1.5.6 The Registrant's declaration of intention regarding the application noted in sections 5.3.5 – 5.3.6 of the Domain Regulation shall be replaced by the decision having entered into force of the court of the Domain Disputes Committee, court or arbitration tribunal.
- 4.1.6 The Registrant is obligated to ensure the existence of technical conditions for the availability of the Domain Name and to provide, upon the demand of EIF, information regarding the activities of its Technical Contact and the technical systems.
- 4.1.7 The Registrant is obligated to compensate EIF for expenditures which the latter has incurred and/or the compensation of which is demanded from the latter (including in the framework of civil, administrative or criminal proceedings) on account of the registration and/or use of the Domain Name by the Registrant violates the rights of a third party.

- 4.1.8 The Registrant is equally liable for a Domain Name registered in his/her own name and for all of the actions or failures to act of third parties using the Domain Name Sub-domain, except in the instance where the liability for the actions or failure to act of a third party are prohibited pursuant to valid legislation in the Republic of Estonia.

5 RIGHT OF REGISTRANT TO REGISTRATION SERVICES

- 5.1 Registration Services are provided by the Registrar to the Registrant on the basis of a service contract concluded in writing or in a format that can be reproduced in writing. The Domain Regulation is deemed to be an integral part of the service contract.
- 5.2 If the Registrar's Registry Contract with EIF has expired, the Registrant selects a new Registrar in the manner prescribed in clause 7.
- 5.3 The Registrar provides Registration Services with the following content

5.3.1 Registration of the domain name

- 5.3.1.1 The Registrar forwards the Registrant's application for the registration of a Domain Name to EIF.
- 5.3.1.2 The Registrar is not responsible for the registration of the Domain Name by EIF.
- 5.3.1.3 EIF sends a notice to the Registrar having submitted the application, regarding the registration or non-registration of the Domain Name.
- 5.3.1.4 The registration of the Domain Name is valid for 12 calendar months (hereinafter: *registration period*) beginning with the date of registration of the Domain Name by EIF.

5.3.2 Renewal of the registration

The Registrar extends the registration of the Domain Name in the name of the Registrant for the following registration period on the condition that the Registrant has beforehand paid the renewal fee agreed upon in the contract concluded with the Registrar. The renewal of a

registration is possible beginning nine (9) months after the beginning of the registration period of the corresponding Domain Name.

5.3.3 Updating of contact information

The Registrar forwards the Registrant's application to EIF in regards to the amendment of data in clause 4.1.1 sub-items c) – f) of the Domain Regulation.

5.3.4 Administration of name server entries

5.3.4.1 The Registrar allows the Registrant's Technical Contact to add, amend and remove entries in Domain Name related Name Servers or performs those operations at the request of the Technical Contact.

5.3.4.2 EIF has the right to amend Name Server entries on its own or to remove them and/or demand the same from the Registrant's Technical Contact if the corresponding entries cause or may cause disruptions in the operation of the domain name system or if it is necessary in order to suspend the Domain Name.

5.3.5 Deletion of the registration

5.3.5.1 The Registrar forwards the Registrant's application for the deletion of a Domain Name Registration to EIF. The application in question shall be deemed invalid if it was forwarded prior to the conclusion of the legal dispute proceeding concerning the Domain Name in the Domain Disputes Committee, court or arbitration tribunal. A Domain Name identical to a deleted Domain Name shall not be registered prior to the passing of 60 days from the deletion of the Registration.

5.3.6 Transferring of the domain name

5.3.6.1 Upon the transfer of a Domain Name the Registrant transferring the Domain Name shall be replaced by the (new) Registrant taking delivery.

5.3.6.2 Upon the transferring of the Domain Name, the Registrar forwards to EIF the signed application of the Registrant taking delivery, in which the desire to register the Domain Name in his/her name is evident, along with the data named in clause 4.1.1. The application in question shall be deemed invalid if it was forwarded prior to the conclusion of the legal dispute proceeding concerning the Domain Name in the Domain Disputes Committee, court or arbitration tribunal.

- 5.3.6.3 The corresponding signed consent of the Registrant surrendering the Domain Name for the benefit of the Registrant taking delivery, pursuant to the requirements prescribed in clause 4.1.2.1, must be appended to the application. Consent may be supplanted by a decision of the Domain Disputes Committee, court or arbitration tribunal to deliver the Domain Name to the Registrant taking delivery.
- 5.3.6.4 The requirement for the signing of the application shall not be applied in regards to the Registrant taking delivery in the event that the requirements related to the application, prescribed in clause 4.1.2.2, have been fulfilled by him/her.
- 5.3.6.5 EIF shall send a notice on the re-registration or non-registration of the Domain Name to the surrendering Registrant, the Registrant taking delivery and their Registrars, within seven working days upon receipt of the application marked in clause 5.3.6.2.

5.3.7 Replacement of Registrar

- 5.3.7.1 The Registrant has the right to replace their Registrar, submitting a corresponding application for a new Registrar.
 - 5.3.7.2 The current Registrar must cooperate in good faith with the Registrant and the new Registrar in the transfer of the possibility of the provision of the Registration Service from one Registrar to the other.
 - 5.3.7.3 Upon the request of the Registrant the present Registrar shall submit, to the Registrant or the new Registrar designated by the Registrant, Domain Name(s) Authorisation Code(s) within five (5) working days as of the receipt of the request.
 - 5.3.7.4 If the current Registrar fails to submit Authorisation Code(s) within five (5) working days, the Registrant has the right to apply for the Authorisation Code from EIF.
 - 5.3.7.5 Only the new Registrar may demand a fee from the Registrant in relation to the replacement of the Registrar.
- 5.4 The Registrant also has the right to demand from his/her Registrar the provision of all Registration Services in the event that the Registrant does not wish to use the services provided or intermediated by another Registrar (for example: web accommodation, e-mail, etc.),
 - 5.5 The Registrar discloses on its website the costs of the Registration Services to be provided and the general terms and conditions of the service contract to be concluded with the Registrant.

6 FAILURE TO REGISTER DOMAIN NAME, DELETION AND SUSPENSION

- 6.1 EIF may refuse to register the Domain Name or delete the registration only with good reason, including, first and foremost, if:
 - 6.1.1 Pursuant to the Domain Regulation, EIF has not been sent a Domain Name registration application or a transfer application or consent;
 - 6.1.2 The controlling of the identity or the intention of the Registrant or the Registrant's representative did not conform to Domain Regulation;
 - 6.1.3 The Registrant or his/her Administrative Contact or Technical Contact has submitted a request to EIF for the termination of the processing of her/her personal data;
 - 6.1.4 General Domain's terms and conditions have not been met;
 - 6.1.5 The Domain Name is in contravention of public order or generally recognised moral standards or if it may mislead the public;
 - 6.1.6 The Registrant has violated the Domain Regulation and has not terminated the violation within the term of at least 10 working days designated in the notice sent by EIF to the Registrant's Administrative Contact;
 - 6.1.7 The data submitted to EIF, including data on the Registrant or his/her Administrative Contact and/or Technical Contact, submitted to EIF, are not authentic;
 - 6.1.8 The Registrant's Administrative Contact and/or Technical Contact fail to respond to repeatedly sent inquiries by EIF or the Domain Name is not available for a period of at least 30 days;
 - 6.1.9 The registration period for the Domain Name has ended and the Registration renewal application has not been received by EIF within 30 days as of the ending of the previous registration period;
 - 6.1.10 According to the notice forwarded to EIF by a competent government agency, the Domain Name or the Sub-domain to its left is being used for unlawful activities;
 - 6.1.11 The Domain Name has been blocked or reserved;

- 6.1.12 On another basis prescribed in the Domain Regulation;
- 6.2 Upon the deletion of a Domain Name Registration pursuant to the bases prescribed in clause 6.1, EIF shall not register an identical Domain Name with a corresponding Domain Name for another party prior to the passing of 60 days from the date of deletion of the Registration.
- 6.3 In regards to the deleted Registered Domain Name, the registration application submitted by the term prescribed in clause 6.2 is invalid.
- 6.4 EIF may suspend the Domain Name only with good reason, including, first and foremost, in the event that:
- 6.4.1 A corresponding Domain Disputes Committee, court or arbitration tribunal decision has entered into force regarding the Registrant;
 - 6.4.2 According to the notice forwarded to EIF by a competent government agency, the Domain Name or the Sub-domain to its left is being used for unlawful activities;
 - 6.4.3 EIF has reasonable doubt regarding the correctness of the data marked in Domain Regulation 4.1.1 sub-items c) - f).
- 6.5 EIF discontinues the suspension of the Domain Name due to the lapse of a good reason or in the event that the Registrant has sufficiently explained the circumstance for the suspension or removed the circumstance by the term specified in the notice sent to the Registrant's Administrative Contact. In the event that the Registrant fails to perform the above mentioned obligations, EIF has the right to delete the Domain Name.
- 6.6 EIF immediately notifies the Registrant and the Registrar of the suspension of the corresponding Domain Name, the ending of the suspension and the deletion.

7 CONSEQUENCES OF THE EXPIRY OF THE REGISTRY AGREEMENT

- 7.1 If the Registrar's Registry Contract with EIF has expired, and EIF has notified the Registrant's Administrative Contact of this, the following terms and conditions shall be applied to the Registrant;
- 7.1.1 EE Direkt is automatically deemed to be the Registrant's Registrar as of the date of the expiry of the Registry Agreement and in regards to the Registrant and Domain Name the

General Terms and Conditions and Price List of the EE Direkt Registration Service are applicable.

- 7.1.2 For a period of (3) months as of the date named in clause 7.1.1. i.e., for a reasonable period allowing for the selection of a new Registrar by the Registrant, EE Direkt shall provide Registration Services free of charge to the Registrant.

8 PROCESSING AND PROTECTION OF PERSONAL DATA

- 8.1 EIF processes personal data revealed to EIF by the Registrant, including via the Registrar, in their application, for the following purposes:
- 8.1.1 for the controlling of personal data (name, personal identification code, data of birth, personal identification document data, etc.), the identity of the Registrant and the Registrant's Administrative and Technical Contact and the right of representation;
 - 8.1.2 contact information (telephone number, address, e-mail address, etc.) for the forwarding of information to the Registrant;
 - 8.1.3 The Registrant's name and the name and e-mail address of the Administrative and Technical Contact, primarily for the operation of the domain registry.
 - 8.1.4 On the part of EIF for the conclusion and performance of contracts, including Domain Name registration or the provision or performance of another operation falling within the competence of EIF, including the processing of personal data for the operation of the domain registry and its publication over the Internet, including via responding to WHOIS service inquiries, legislation or the following of a standard, instruction or customary practice with a mandatory effect in regards to EIF, as well as for the protection of its violated or disputed rights in court or extrajudicially.
- 8.2 EIF has the right, in the case of the above mentioned objectives, to prepare on different bases lists from analysed personal data (for example, a list of Registrants, etc.) and to compare the personal data submitted to it with data in other registries.
- 8.3 The Registrant has the right at any time to receive from EIF and the Registrar notices regarding personal data, which EIF and the Registrar process and the right and obligation to apply via their Registrar for the amending of this information if the personal data in question is no longer correct.

- 8.4 The Registrant and his/her Administrative and Technical Contact have the right to demand the halting of the processing of personal data by EIF.
- 8.5 All persons authorised by EIF to process personal data, their addresses and other contact information, are published on the EIF website.

9 ADDITIONAL TERMS AND CONDITIONS

9.1 The Registrar's right to transfer rights and obligations

- 9.1.1 The Registrar has the right to transfer his/her rights and obligations to another Registrar without the consent of the Registrant.

9.2 Establishment and amendment of the Domain Regulation

- 9.2.1 The Domain Regulation and the General Terms and Conditions and Price List of EE Direkt's Registration Service are established by EIF.
- 9.2.2 EIF may unilaterally amend the documents listed in clause 9.2.1, by notifying the Registrars and publishing the amendments on the EIF website at least two (2) months prior to the entry into force of the amendments.
- 9.2.3 The Registrar notifies the Registrant of changes in Domain Regulation no later than one (1) month prior to their entry into force.
- 9.2.4 if the above mentioned amendments are not acceptable to the Registrant, the Registrant has the right to delete the registration of the Domain Name or the right to transfer the Domain Name by the term prescribed in clause 9.2.2.
- 9.2.5 If the Registrant does not use the right prescribed in clause 9.2.4, it shall be deemed that he/she has consented to the amendments to the documents named in clause 9.2.1.

10 COMPENSATION FOR DAMAGE

- 10.1 If there is no intent involved on the part of EIF, then EIF's liability regarding the damage incurred by the Registrant is limited to the compensation of direct damage in the extent of one (1) Domain Name registration fee according to EE Direkt's Registration Service Price List.

- 10.2 In no instance shall EIF be responsible for loss of profit, reduced sales or any other indirect damage.
- 10.3 The claim for compensation of damages shall be valid in the event that notification has been given within ninety (90) days as of the moment when the claimant became aware of the circumstance serving as the basis for the claim or should have become aware.

11 SETTLING OF DISPUTES

- 11.1 Taking into consideration the consent granted by the Registrant with the Domain Name registration application (Domain Regulation clause 4.1.5.4.), all Domain Name registration and use related disputes between the Registrant(s) and third parties shall be resolved in the Domain Disputes Committee pursuant to the rules and regulations and Estonian legislation. The rules and regulations of the Domain Disputes Committee are published on the EIF website.
- 11.2 An attempt shall be made initially to resolve disputes between EIF, the Registrar and the Registrant in good faith through negotiations.
- 11.3 In the claim submitted to EIF, the circumstances serving as the basis for the submitted claim are to be demonstrated. If the document serving as the foundation for the claim is not readily available, the document is to be appended to the claim.
- 11.4 In the event of a failure to reach an agreement, all disputes between EIF, the Registrar and the Registrant shall be resolved in Harju County Court, in Tallinn.
- 11.5 Estonian legislation shall be applied to the relationships between EIF, the Registrar and the Registrant and the Domain Regulation.

12 FINAL PROVISIONS

- 12.1 The valid versions of the Domain Regulation and the General Terms and Conditions and Price List of EE Direkt's Registration Service are published on the EIF website.

- 12.2 In the case of possible discrepancies and multiple interpretations involving Estonian and foreign language translations of the documents listed in clause 12.1, the Estonian language documents shall serve as the basis.
- 12.3 The Registrant and the Registrant's representative, including the Administrative Contact are required to submit to EIF and the Registrar the necessary data and documents required for controlling their identity and right of representation and to allow copies to be made.
- 12.4 The controlling of the identity of a natural person takes place in accordance with legislation valid in Estonia on the basis of corresponding original personal identification supporting documentation or a certificate permitting digital identification (including ID card and Mobile ID) or the requirements prescribed in Domain Regulation clause 4.1.2.2.
- 12.5 The identity of a foreign legal person is established with an extract or certificate of registration from the corresponding registry of the foreign country and/or other registry data requested by EIF for this purpose.
- 12.6 EIF has the right to demand that documents issued in a foreign country be legalised or certified with a certificate substituting for legalisation (apostil), if the international agreement does not prescribe otherwise.
- 12.7 In the case of foreign language documents, EIF has the right to demand the translation of the documents into Estonian. The translation must be performed by a sworn translator or the translator's signature must be notarially certified.
- 12.8 EIF has the right to presume the authenticity, validity and legality of documents submitted to it via the Registrar. EIF has the right to make copies of documents submitted to it and to save notices, applications and claims sent to it electronically and if necessary to use the saved information for evidentiary purposes.
- 12.9 Neither EIF nor the Registrar shall accept documentation or applications proving the right of representation, in which the desire of the Registrant is ambiguous and other documents whose authenticity raises doubts. Upon the request of EIF or the Registrar, the Registrant or the Registrant's representative is required, for the clarification of circumstances, to appear before EIF or the place of residence of the Registrar and to present explanations and documents.
- 12.10 EIF and the Registrar have the right to demand that the authorisation document issued to the Registrant be notarially certified.

12.11 The Registrant is obligated to inform his/her Registrar of the cancellation or declaration as invalid of an authorisation document issued by the Registrant, including a notarially certified authorisation document, also in the event that the corresponding notice is published in the publication Official Announcements.

In case of any wording misapprehensions between the English and Estonian version of this Domain Regulation, wording in Estonian is superior and legally binding.