

**Approved by the Estonian Internet
Foundation council decision of 20 April 2010**

REGISTRAR CONTRACT

1 PARTIES TO THE CONTRACT

- 1.1 Estonian Internet Foundation, 90010019, Silikaltsiidi 3a, TALLINN 11216, REPUBLIC OF ESTONIA (hereinafter: EIF) and
- 1.2 [NAME OF PERSON/INSTITUTION], [REGISTRY CODE], [ADDRESS], [hereinafter: REGISTRAR]

2 FUNDAMENTAL PRINCIPLES OF THE CONTRACT

- 2.1 The Internet fulfils a significant social function globally, including in Estonia. A precondition for the use of the Internet is the operation of the DNS system and the authenticity of data in the WHOIS system.
- 2.2 EIF handles the management of Estonia's top level domain (TLD) **.ee** and other top level Estonia related domain names (hereinafter also Domain), maintains the domain name registry and organises the registration of domain names, based on the Domain Rules and other legal bases cited in them.
- 2.3 The Registrar Contract regulates EIF's relationship with the Registrant.
- 2.4 The Registrar has an EIF authorisation, and the right and obligation to provide Registration Services to Registrants. The Registrar may receive a fee based on agreements with Registrants.

- 2.5 At least one of the Registrar's employees has completed the EIF training programme and the Registrar completes other competence requirements fixed in the Contract.
- 2.6 The common goal of the Parties is to permit quality and secure domain registration and use by Registrants.
- 2.7 The Parties work together in the development of the Internet, in the interests of the Internet community in Estonia and around the world.
- 2.8 The cooperation of the Parties and their relationships with third parties, especially Registrants, always requires a high level of ethics, understanding of common values and mutual trust.

3 DEFINITIONS

- 3.1 Definitions used in the Contract and communication between the Parties have the meanings assigned to them in the Contract or Domain Rules. In the case of definitions which have not been defined in this manner the corresponding definition assigned by Estonian legislation or the ordinary meaning of the definition shall be followed.
- 3.1.1 "**Contract**" means the Registrar Contract together with all annexes.
- 3.1.2 "**Contract Date**" means the date on which the Contract was signed by both Parties.
- 3.1.3 "**Educational Programme**" means educational materials provided to the Registrar by EIF and the written test organised for the Registrar's employee or representative in order to control the Registrar's ability to provide quality Registration Services and use the logo EIF Accredited Registrar.
- 3.1.4 "**Competence Requirements**" means the mandatory requirements fixed in Contract clause 5 for ensuring the quality of Registration Services during the term of validity of the Contract.

3.1.5 “**Domain Name Register**” means the registry, which contains all Domain Names registered under the top-level domain .ee.

3.1.6 “**Technical Terms and Conditions**” refers to technical requirements (Annex 1) established by EIF, which EIF may unilaterally amend based on the cases and the method fixed in the Contract, and which the Registrar is obligated to implement in its activities.

3.2 Annexes

The following documents are integral parts of the Contract:

Annex 1. Technical Terms and Conditions;

Annex 2. Fees and Conditions of Payment;

Annex 3. Domain Rules;

4 GENERAL PROVISIONS

4.1 Purpose of Contract

4.1.1 By entering into the Contract, the Registrar assumes the obligation and receives the authorisation and right to provide Registrants with all Registration Services pursuant to the terms and conditions of the Contract.

4.2 Lack of sole right

4.2.1 Rights granted to the Registrar with the Contract are not sole rights and do not restrict the right of EIF to conclude contracts with other Registrars or the right to provide Registration Services in its own name (EE Direkt)

4.3 Use of the EIF Registrar's logo and name

4.3.1 The Registrar has the right during the provision of Registration Services to refer to the logo *EIF Accredited Registrar* in accordance with EIF instructions.

4.3.2 During the term of validity of the Contract, the Registrar may refer to itself as an *EIF Accredited Registrar* in Estonian as well as foreign languages.

5 COMPETENCE REQUIREMENTS

5.1 Fulfilment and monitoring of competence requirements

Prior to the conclusion of the Contract, EIF controls the Registrar's fulfilment of competence requirements, including during working time at the location of the Registrar, and concludes the Contract only if the following competence requirements have been met:

5.1.1 at least one (1) employee or representative of the Registrar has successfully completed the Training Programme;

5.1.2 The Registrar possesses the necessary technical and organisational resources, including a qualified labour force, to perform the Contract and provide Registration Services;

5.1.3 The terms and conditions of the Registrar's Registration Service and the Domain Rules are published on the Registrar's website together with the logo *EIF Accredited Registrar* and a link to the EIF website;

- 5.1.4 The Registrar is available at its location for visits by Registrants on all working days from 09.00 - 17.00, and the Registrar ensures the operation of its e-mail address twenty-four hours a day;
- 5.1.5 The Registrar has established internal provisions within its business, which regulate the obligations of the Registrar's employees in the processing of personal data, including ensuring the availability, secrecy and integrity of the data, and the making of redundancy copies of personal data, and controls the fulfilment of the named internal provisions.
- 5.2 EIS also has the right to control the performance of competence requirements during the term of validity of the Contract, including during working time at the location of the Registrar, notifying the Registrar of the corresponding wish a reasonable period of time in advance. The Registrar is obligated to allow EIF to examine, for control purposes, the necessary data and to cooperate in good faith with EIF.

6 REGISTRATION SERVICES

- 6.1 The Registrar provides Registration Services to the Registrant having submitted an application for the provision of Registration Services in accordance with the Domain Rules and with the service contract concluded between the Registrant and the Registrar.
- 6.2 The following must, in any case, be fixed in the named service contract:
- 6.2.1 The obligation assumed by the Registrant before EIF to follow valid domain rules and the instructions detailing the domain rules published on the EIF website.**

6.2.2 The consent of the Registrant, that **EIF may demand from the Registrant the performance before EIF of obligations assumed in the domain service contract and registration application.**

7 PROVISION OF REGISTRATION SERVICES

- 7.1 The Registrar provides Registration Services in accordance with the Technical Requirements prescribed in Annex 1 to the Contract, in regards to the exchange of information with EIF the contact person for the Registrar is an employee that has completed the training programme.
- 7.2 The Registrar is required, prior to the provision of the Registration Service, to control the identity of the Registrant or his/her representative in accordance with the requirements prescribed in the Domain Rules
- 7.3 The Registrar is required in the case of the receipt of applications from different Registrants for the same domain name to forward to EIF the applications in question in the order in which they were received, taking into consideration the standard terms of his/her service contract.
- 7.4 The Registrar may provide Registration Services only on the basis of those applications which are signed and submitted to the Registrar after the Contract date.
- 7.5 EIF has the right to demand from the Registrar the performance of operations within its competence if this is necessary for the execution of a court or arbitral tribunal judgment.

8 REGISTRANT'S DATA

- 8.1 Upon the registration application for a Domain Name, the Registrar requires from the Registrant the information and documents prescribed in the Domain Rules. The Registrar shall not provide the desired

Registration Services to the Registrant before the Registrant has submitted information and documents.

- 8.2 The Registrar is required to append the application submitted by the Registrant in connection with the provision of Registration Services to the notice sent to EIF in accordance with the requirements prescribed in Contract Annex 1 (Technical Requirements).

9 DOMAIN RULES

- 9.1 The Registrar shall apply the valid wording of the Domain Rules to the contractual relationships concluded with the Registrant. The Registrar shall make the Domain Rules available on its website, independently of the standard conditions of the Registrar's own established service contract.

10 MAINTAINING OF RECORDS

- 10.1 The consents of the Registrant listed in Contract clause 6.2 shall be fixed by the Registrar in the service contract and the Registrar shall submit the service contract, upon the demand of EIF, for examination by EIF. EIF has the right to make copies and extracts of the named service contract.
- 10.2 The Registrar preserves documents related to the provision of the Registration Service, including documents certifying payments made by the Registrant or the Registrant's representative and electronic log files in a format reproducible in writing, and presents them to EIF for examination upon demand. EIF has the right to make copies and extracts of the submitted documents.
- 10.3 The Registrar preserves the documents named in Contract clauses 10.1 – 10.2 in a manner which allows for them to be protected from fire or other security risk.
- 10.4 The Registrar preserves the documents named in Contract clauses 10.1 - 10.2 during the term of validity of the Contract and for a period of 10

(ten) years after the expiry of the Contract, except upon the transfer of the documents into the possession of EIF upon the expiry of the Contract.

- 10.5 At the request of EIF, the Registrar shall provide, in oral and written form, information and documents on its activities, the provision of which is reasonably necessary for controlling adherence to the current Contract.
- 10.6 EIF has the right to control adherence to the Contract, including the controlling of the Registrar's following of competency requirements, during working time and with a reasonable advance notice to enter the rooms in which the performance of the current Contract by the Registrar is taking place.

11 PROCESSING OF PERSONAL DATA

- 11.1 The Registrar processes the Registrant's personal data on its own account in accordance with legislation and the approval granted by the Registrant. EIF may grant the Registrar authorisation to process the Registrant's personal data on behalf of and in the name of EIF.
- 11.2 The Registrar implements technical and organisational methods prescribed in the Personal Data Protection Act for the protection of the personal data being processed.

12 EIF INFORMATION FOR REGISTRANTS

- 12.1 The Registrar forwards information to the Registrant that has been sent to it by EIF and that is intended for the Registrant, sending a corresponding notice to the e-mail address of the Registrant's administrative contact.

13 RULES OF PROFESSIONAL CONDUCT FOR THE REGISTRAR

- 13.1 The Registrar may not, directly or indirectly, register Domain Names in its name for the purposes of sale, rental or the trading Domain Names in any other manner.
- 13.2 The Registrar may not overload the name servers or hinder (for example, organize Denial of Service [DOS] attacks) or perform other operations itself which may endanger the good operation and/or stability of the DNS system.
- 13.3 The Registrar may not use in bad faith possible deficiencies in procedures and software which EIF is using or behave in a manner during the provision of Registration Services that is in contravention of the principles of good faith.
- 13.4 The Registrar has the right to use sub-contractors, who have the right on behalf of and in the name of the Registrar to accept applications from Registrants related to the provision of Registration Services and to perform other obligations of the Registrar. The Registrar shall be liable for all of the sub-contractor's Domain Name related activities.
- 13.5 The Registrar may not perform automated inquiries in EIF databases with the objective of determining which domain names are registered or being deleted, or acquire in such a manner other data published by the WHOIS service, except for inquiries which are made separately in each case.

14 EIF OBLIGATIONS

- 14.1 EIF notifies the Registrar of the performance or non-performance of a Registration Operation as quickly as possible, but not later than within seven (7) days.
- 14.2 EIF notifies the Registrar of its client service e-mail address and telephone number and on its website makes available to Registrars all instructions, procedures, documents and technical descriptions required for the performance of the Contract and the required provision of Registration Services and provides, upon an application by the Registrar, explanations regarding them. EIF immediately notifies the Registrar about all changes in the above mentioned data.

- 14.3 EIF ensures that the Registrar has the opportunity to participate in the educational programme and provides the Registrar with a logo to use during the term of validity of the Contract, which shows that the Registrar is an accredited Registrar.
- 14.4 EIF ensures operation of the registry of domain names and the operation of the necessary technical platform allowing for the provision of registration services by the Registrar to the extent of the technical terms and conditions prescribed in Contract Annex 1.

15 FEES AND CONDITIONS OF PAYMENT

- 15.1 The fees paid to EIF by the Registrar on the basis of the Contract and their conditions of payment are listed in Contract Annex No 2. The Registrar has examined and agreed to Contract Annex 2.
- 15.2 EIF may unilaterally amend Annex 2 at any time, notifying the Registrar of the changes at least 2 (two) calendar months in advance prior to the entry into force of the new fees and/or conditions for payment and by sending a corresponding notice regarding the changes to the Registrar's e-mail address.

16 COMPENSATION FOR DAMAGE

- 16.1 The Registrar shall compensate EIF for any direct damage arising from a breach of the Contract caused by the Registrar or his/her subcontractor, either intentionally or due to gross negligence.

- 16.2 EIF shall compensate the Registrar for any direct damage arising from a breach of the Contract caused by EIF either intentionally or due to gross negligence.

17 SANCTIONS

17.1 Warning and Contractual Penalties

- 17.1.1 If the Registrar fails to perform the obligations arising from the Contract as required, EIF shall send a warning, corresponding to the requirements prescribed in clause 17.3 to the Registrar's e-mail address, for the elimination of the breach of Contract.
- 17.1.2 If the Registrar has not eliminated the breach of Contract within the period specified in the notice, EIF has the right to suspend the performance of the Contract until the elimination of the breach of Contract by the Registrar and/or calculate for its own benefit a contractual penalty from the Security Deposit in the amount of EEK 10 000 for each incident and not return it to the Registrar upon the expiry of the Registrar Contract.
- 17.1.3 In the warning submitted to the Registrar, EIF must fix which contractual obligation the Registrar is in breach of. The term provided by EIF to the Registrar for the elimination of the breach shall not be less than 10 (ten) working days as of the receipt of the warning by the Registrar.
- 17.1.4 The warning sent by EIF shall be deemed to have been received by the Registrar if more than 2 (two) working days have passed from the date it was sent to the e-mail address fixed in the Contract.

17.2 Extraordinary Cancellation of the Contract

- 17.2.1 EIF may cancel the Contract extraordinarily, notifying the Registrar of this not less than 1 (one) calendar month in advance, if EIF has on the basis of clause 17.1.2 halted the performance of the Contract and the Registrar has not eliminated the breach of Contract that was the reason for the halting of the performance of the Contract within 2 (two) calendar months as of the receipt of the notice submitted by EIF regarding the breach of Contract.

18 EXPIRY OF REGISTRAR'S CONTRACT

- 18.1** Following the expiry of the Contract, the Registrar shall submit to EIF and/or persons named by it all data and documents named in clause 10.2, and upon the demand of EIF also other information related to Registration Services, within 10 (ten) working days as of the date of expiry of the Contract. In the event of the breach of the named obligation, EIF may calculate a contractual penalty for its benefit from the Security Deposit in the amount of EEK 25 000 and not return it to the Registrar upon the expiry of the Registrar Contract.
- 18.2** EIF shall notify all Registrants of Domain Names administered by the Registrar regarding the expiry of the Contract, including the extraordinary cancellation of the Contract, who are faced with consequences from the expiry as prescribed in the Domain Rules.

19 AMENDMENT OF CONDITIONS

- 19.1** EIF has the right to unilaterally amend the Contract conditions according to its own vision, if this is due to the advancement of technology or other circumstances deemed important by EIF, including, for example, the entry into service of IDN domain names in the top level .ee domain. The amendment of Contract conditions is deemed, among other things, to be the establishment or amendment of instructions by EIF.
- 19.2** EIF publishes amendments to the Contract conditions on its website and notifies the Registrar of changes via e-mail at least 2 (two) months prior to their entry into force. If the Registrar decides not to agree with the amended terms and conditions, the Registrar may cancel the Contract as of the date on which the amendments to the Contract enter into force.

20 TRANSFER OF THE CONTRACT

- 20.1.** EIF has the right to transfer the rights and obligations arising from the Contract, including the Domain Rules, either in part or in their entirety, notifying the Registrar of this in writing at least 3 (three) months in advance.

20.2. The Registrar has the right to transfer rights and obligations arising from the Contract only to another EIF Accredited Registrar and upon the prior written consent of EIF.

21 EXCHANGE OF INFORMATION

21.1 Contract related notices between the Parties are sent to the e-mail and/or postal address provided by the opposing Party. Both Parties are responsible for notifying the other Party regarding any changes in their address.

22 COMPLETENESS OF CONDITIONS

22.1 The Contract together with its Annexes regulates all mutual relationships between the Parties.

23 TITLES

23.1 The division of the Contract into separate parts and the titles assigned to them do not affect the interpretation of this Contract.

24 CONTRADICTORY INFORMATION

24.1 If the terms and conditions specified in the annexes to the Contract are in contravention of the terms and conditions presented in the principal text of the Contract, the principal text of the Contract shall be followed.

25 VALIDITY OF CONTRACT

- 25.1 The Contract shall enter into force on the Contract date and shall be valid without a term. The Parties have the right to cancel the Contract upon agreement or on the bases and manner prescribed in the Contract or legislation.
- 25.2 Either Party shall have the right to cancel the Contract on ordinary terms by notifying the other Party of it in writing at least 6 (six) months in advance. The period of advance notice is calculated from the date of receipt of the notice.

26 DISPUTES

- 26.1 Disputes between the Parties arising from the Contract are subject to resolution in Harju County Court, Tallinn, Kentmanni Court House. The legislation of Estonia is applied to the Contract.

In the case of possible disagreements and misunderstandings between the Estonian and foreign language versions of this document, the Estonian language text shall be used as the basis.

This Contract has been prepared and signed in 2 (two) identical copies, of which either Party to the Contract shall receive one original.

For and on behalf of EIF:

For and on behalf of the Registrar:

Marek – Andres Kauts

Chairman of the Management Board