

Coordination Center for TLD RU

## Terms and Conditions of Domain Name Registration in .RU and .PΦ

Document index	Version <b>dated December 17, 2019</b>	Approved by decision <b>No 2011-18/81 dated October 5, 2011</b>	Effective date <b>February 11, 2020</b>
	Document status <b>mandatory</b>	Cancelled (amended) by decision <b>No 2019-05/30 dated December 17, 2019</b>	Expiry date

Terms and Conditions of Domain Name Registration in .RU and .PΦ (hereinafter referred to as the “Terms and Conditions”) govern relations arising in connection with registration of second-level domain names in top level domains .RU and .PΦ.

These Terms and Conditions do not cover relations associated with the content and/or dissemination of information addressed via domain names.

### 1. TERMS AND DEFINITIONS

#### 1.1. Terms and definitions used in these Terms and Conditions:

**Registrant:** a user under whose name the domain name has been registered in the registry;

**Administration:** a Registrant exercising rights and obligations under these Terms and Conditions;

**Registration cancellation:** the removal of information related to the domain name from the registry;

**Domain delegation:** placement and storage of information related to the domain name and corresponding DNS servers on the top-level domain DNS servers, constituting a necessary condition for the functioning of the domain addressing system in the Internet;

**Domain:** an area (string) of the hierarchical space of domain names system with a unique domain name and serviced by a set of DNS servers;

**Domain .PΦ:** top-level domain with a unique identifier .PΦ;

**Domain .RU:** top-level domain with a unique identifier .RU;

**Domain name:** a character identifier for network addressing, in which the domain name system (DNS) is used;

**Coordinator:** an authorized legal entity responsible for managing the domains .RU and .PΦ for the benefit of the Russian and global Internet community and providing the functioning of the registry;

**Redemption grace period:** time period after the expiration of the domain name registration period during which the former Registrant retains the right to renew the domain registration;

**Support of information on the domain name:** operations by the Registrar on entering, modifying and deleting from the registry information related to the domain name and its Registrant;

**User:** any person or entity requesting or using services related to domain name registration;

**Domain name registration renewal:** the entry of information about the renewal of a domain name registration in the registry;

**Coordinator's Regulations:** the official documents of the Coordinator regulating activities related to registering second-level domain names in the top-level domains .RU and .РФ and/or setting forth mandatory rules and principles regarding domain name registration, stipulating the main rights and obligations of domain name Registrants and Registrars, etc., including these Terms and Conditions, as well as schedules thereto, the Accreditation Policy, the Accreditation Agreement and Registrar Accreditation Requirements.

**Registrar:** a legal entity accredited by the Coordinator for registering domain names in domains .RU and/or .РФ;

**Donor Registrar:** a Registrar transferring domain name information support to a Recipient Registrar;

**Recipient Registrar:** a Registrar receiving domain name information support from a Donor Registrar;

**AuthInfo code:** code provided by a Donor Registrar to the Registrant for transferring domain name information support;

**Domain name registration:** the entry in the registry of information on the domain name, its Registrant's data, and other information under the Terms and Conditions;

**Bulk transfer:** one-time transfer of domain name information support of multiple domain names at the Donor Registrar's initiative;

**Registry:** the Coordinator's database containing information on the registered second-level domain names, their Registrants and other necessary information;

**Coordinator's website:** the official website of the Coordinator at <http://cctld.ru> or <http://кц.рф>;

**DNS server:** the hardware and software complex ensuring translation of domain names into network addresses (IP addresses);

**Stop list:** the list of identifiers not available for registration as domain names;

**Technical Center:** a legal entity authorized by the Coordinator to provide access to domain name registries in top-level domains administered by the Coordinator.

**1.2.** The running of the time periods under these Terms and Conditions shall be determined in accordance with civil law of the Russian Federation. Moscow time shall be used for time measurement purposes; non-business days shall be determined in accordance with federal law.

Since the registry operates around the clock, the time periods for the registry shall be measured from the occurrence of the event that marks the beginning of the time period with up-to-the-second accuracy (day-month-year hour-minute-second) with

- the time period measured in years expiring on the corresponding month, day and at the time of the occurrence of the event, measured with up-to-the-second accuracy against the preceding annual term;
- the time period measured in months expiring on the corresponding day and at the time of the occurrence of the event, measured with up-to-the-second accuracy against the preceding monthly term;

- if the term expires on a month lacking the corresponding date, the term shall expire on the last day of this month;
- if the time period is set for performing a specific action, this action is to be performed before the expiration of the established period of time, measured with up-to-the-second accuracy.

Universal coordinated time (UCT) shall be used for technical information on incoming applications and modification of the registry.

## **2. GENERAL PROVISIONS**

**2.1.** Services related to the registration of domain names shall be provided as per the terms and in a manner as set forth in the Terms and Conditions and the agreement on the provision of domain name registration services (hereinafter referred to as the “Agreement”).

**2.2.** The Agreement shall contain a reference to the Terms and Conditions webpage on the Coordinator’s website, and state that the Terms and Conditions prevail over the Agreement.

The Registrar shall ensure that the Terms and Conditions are available to and can be easily accessed by the User.

**2.3.** The Agreement between the Registrar and the Users shall be a public contract. The User may enter into an Agreement with any Registrar.

Prices and other terms of service related to domain name registration in each top-level domain shall not depend on the second-level domain name chosen by the User.

**2.4.** The Registrar shall provide the User accurate and complete information on its name, location (the legal and actual addresses), prices and other material terms of service, as well as other information required as per the consumer protection laws of the Russian Federation.

**2.5.** The User (Registrant) shall provide the Registrar accurate data in the amount and manner set forth by the Terms and Conditions and the Agreement, as well as timely inform the Registrar of changes in the provided data and submit to the Registrar supporting documents upon request.

**2.6.** Any Registrar’s requests and notifications sent to the e-mail addresses provided by User (Registrant) shall be deemed duly sent.

**2.7.** The Registrar may determine the procedures for executing, filing, processing and paying for User’s (Registrant’s) applications, as well as other terms of services related to domain name registration.

Requirements and procedures established by the Registrar shall not contradict the Coordinator’s Regulations and the applicable law of the Russian Federation.

**2.8.** The Registrar shall send e-mail notifications on the applications processing results to the User (Registrant).

**2.9.** The Registrar may not decide on satisfying third party claims to a domain name on its own.

A person claiming that the Registrant’s administration of the domain name violates the rights of such person (specifically, rights to a trademark, brand name or other intellectual property, or to the name of a non-profit organization or government body) may issue a complaint to the Registrant, as well as initiate court proceedings.

Disputes related to domain names shall be governed by applicable law, these Terms and Conditions and the Policy “On the procedures applicable to domain name disputes”, which is an integral part of these Terms and Conditions (hereinafter referred to as the “Policy”).

**2.10.** The Registrar shall enter in the registry necessary information about the restrictions imposed (lifted) by a court of law with respect to a domain name in the manner and within the timeframe set forth in the Policy, and shall perform other actions as per the Policy.

**2.11.** The Registrar and the Coordinator shall not be liable to the Registrant for any actions aimed at restricting the use of domain names and/or enforcing a valid court order.

**2.12.** The Registrar shall be liable to the User solely for actions directly related to domain name registration and support of information on the domain name.

The Registrar shall not be liable for eventual disruptions in the normal operation of the domain names system resulting from the specific technological aspects of the functioning of Internet or if these disruptions are beyond the Registrar's control.

**2.13.** If the User enters into a contract with third parties (intermediaries) on domain name registration and/or administration, the User and the Registrar shall be bound by the mutual rights and obligations under the Terms and Conditions and the Registrar's terms of service from the moment the Registrar receives the User's application. All the risks associated with the intermediary's improper actions or failure to act shall be borne by the User, unless otherwise set forth under applicable law.

**2.14.** The Registrar may engage third parties for interacting with User, however this does not relieve the Registrar from its obligations stipulated by these Terms and Conditions. The Registrar shall commit the aforementioned third parties to incorporate in their contracts with Users all the provisions that are required as per these Terms and Conditions.

**2.15.** The User may terminate the Agreement with the Registrar, and the Registrar shall cancel the registration of all the domain names covered by the corresponding Agreement.

**2.16.** The Coordinator may register domain names for government needs and for fulfilling statutory objectives.

In execution of its statutory objectives, the Coordinator may authorize the Technical Center to register domain names, accept the transfer of information on domain names and manage the delegation of such domain names whenever urgent action is required.

These domain names shall be registered and supported in the manner determined by the Coordinator.

**2.17.** If the Registrar fails to take action and/or when urgent action is required, the Coordinator may take over certain or all mandatory functions of the Registrar with respect to the registered domain name, and shall be liable to the Registrant and the Registrar for such actions.

**2.18** Upon the receipt of notifications regarding threats to the stable and uninterrupted operation of DNS infrastructure within the .RU and .PΦ top-level domains, the Coordinator may authorize the Technical Center to register, accept the transfer of and manage the delegation of the corresponding domain names.

The Technical Center shall carry out operations related to registering, supporting information on and managing the delegation of the corresponding domain names strictly as set forth by the Coordinator.

### **3. DOMAIN NAME REGISTRATION**

#### **3.1. Requirements for domain names**

**3.1.1.** A domain name in the .RU domain shall consist of an identifier, which is unique within the top-level domain, and .ru symbols.

The identifier shall meet the following technical requirements:

1) contain at least two characters;

- 2) contain no more than sixty three characters;
- 3) begin and end with a letter or a digit;
- 4) contain no characters other than letters, figures and hyphens (only Roman alphabet; there is no differentiation between uppercase and lowercase letters);
- 5) contain no hyphens in the third and fourth positions at the same time.

**3.1.2.** A domain name in the .PΦ domain shall consist of an identifier, which is unique within the top-level domain, and .pφ symbols.

The identifier shall meet the following technical requirements:

- 1) contain at least two characters;
- 2) contain no more than sixty three characters when converted into Punycode;
- 3) begin and end with a letter or a digit;
- 4) contain no characters other than letters, figures and hyphens (only Russian alphabet, including letter ë; there is no differentiation between uppercase and lowercase letters);

**3.1.3.** Since the Registrar may not refuse to register a domain name chosen by the User other than for reasons stipulated in these Terms and Conditions, the User (Registrant) shall be solely liable for the choosing of domain name and any possible violations of third party rights in relation to the selection and registration of a domain name, and shall bear the risk of losses related to such violations.

In the event of a third party lawsuit against the Registrar (Coordinator) in connection with registration or usage of a domain name by the Registrant, the Registrant shall, upon request, compensate the Registrar (Coordinator) for losses (including legal and attorney fees) incurred by the Registrar and Coordinator in connection with this lawsuit.

**3.1.4.** In order to prevent possible violations, it is recommended that the User ensure, prior to filing an application, that there are no trademarks, brand names, or other intellectual property, names of non-profit organizations or government bodies that are similar to the domain name submitted for registration.

**3.1.5.** The User may not register domain names that include words at odds with the public interests, the principles of humanity or morality (in particular, obscene words, hate slogans that insult human dignity or religious or other beliefs).

## **3.2. Registration procedure**

**3.2.1.** Domain name shall be registered in accordance with an application submitted by the User and is subject to the User compliance with these Terms and Conditions and the Agreement.

The User shall read and understand these Terms and Conditions prior to applying for domain name registration.

**3.2.2.** The Registrar shall refuse domain name registration if:

- 1) the domain name has already been entered in the registry ;
- 2) the domain name coincides with an identifier from the stop list;
- 3) the domain name does not meet the technical requirements set forth in the Terms and Conditions;
- 4) the User failed to submit data about the Registrant as per clauses 9.2.5.-9.2.7 of the Terms and Conditions and the Agreement.

**3.2.3.** Since the registration system uses automated application processing tools, the Registrar is not technically equipped to screen all domain names selected by Users for compliance with clause

3.1.5 of the Terms and Conditions. However, in a random screening the Registrar may reject registration of a domain name if it contains words at odds with the public interest, principles of humanity or morality (in particular, obscene words, hate slogans that insult human dignity or religious or other beliefs). When rejecting a registration, the Registrar may also send a notification to the Coordinator with the view to placing the identifier in question on the stop list.

**3.2.4.** No reasons other than those stipulated in these Terms and Conditions can be invoked to reject a registration application.

Upon User's request, the Registrar shall provide its written decision on rejecting the registration.

If there are no grounds for rejection, the Registrar shall register the domain name within three business days.

**3.2.5.** If there are several applications for the same domain name, the Registrar shall satisfy the application that was the first to meet the provisions set forth by the Terms and Conditions and the Agreement.

The Registrar shall not register a domain name on its own behalf if a User has applied for the same domain name and satisfied the conditions set forth by the Terms and Conditions and the Agreement.

**3.2.6.** If a domain name was not registered for any reason, the Registrar may not disclose information on the User's intention to register the domain name.

**3.2.7.** The domain name shall be deemed registered once the relevant information is entered in the registry.

Administration rights shall come into effect once the domain name is registered and shall remain valid throughout the domain registration period.

### **3.3. Registration of expired domain names**

**3.3.1.** The Registrar may accept registration applications for domain names during their redemption grace period (registration of expired domain names).

The domain name shall be registered upon expiration of the redemption grace period, if the former domain name Registrant fails to renew domain name registration.

**3.3.2.** The Coordinator shall ensure equal opportunity for registering expired domain names for Users of all Registrars, in particular by publishing information on when every Registrar can submit a registration request for an expired domain name.

**3.3.3.** Prices and other terms established by the Registrar regarding submission and processing of registration applications for expired domain names in every top-level domain shall not depend on the second-level domain name selected by the User. At the same time, the Registrar may set differentiated pricing depending on the time left before the registration expires.

**3.3.4.** The Registrar shall provide Users with clear and complete information about pricing and other terms for submitting and processing applications for registration of expired domain names.

Requirements and procedures established by the Registrar shall be consistent with the Terms and Conditions. Specifically, the Registrar may not limit the range of Users who may register expired domain names, or grant preferences for specific Users or groups of Users in obtaining information about the service.

**3.3.5.** Where there are several applications for the same domain name, the Registrar shall accept the application that was the first to satisfy the conditions as per the Terms and Conditions and the Agreement.

**3.3.6.** The provisions set forth in this section shall also apply to identifiers that have been removed from the stop list by the Coordinator.

### **3.4. Stop list**

**3.4.1.** The Coordinator shall maintain a stop list containing identifiers that cannot be registered as domain names for the following reasons:

(1) they include words at odds with the public interests, the principles of humanity or morality (in particular, obscene words, hate slogans that insult human dignity, religious or other beliefs);

(2) the identifier is used (or was used) for delegating a website subject to a permanent block as per Federal Law No. 149-FZ dated July 27, 2006 On Information, Information Technology and Information Protection;

(3) an organization designated as a competent organization by the Coordinator provides information that the identifier in question was generated automatically for spreading malicious software;

(4) the identifier matches a domain name earlier reserved as per the Policy "On reserving domain names in the .PФ domain for government purposes."

**3.4.2.** The Coordinator shall decide when to list domain names and remove them from the stop list, in accordance with these Terms and Conditions and applicable law. The Coordinator shall establish the procedure of removing the identifiers specified in paragraph 4 of clause 3.4.1 of these Terms and Conditions from the stop list and registering them as domain names.

The decision to remove an identifier from the stop list shall be posted on the Coordinator's website at least thirty days prior to the identifier's removal from the stop list. The identifier shall become available for registration as a domain name in the manner established for domain names whose registration has been cancelled due to the expiration of the redemption grace period.

**3.4.3.** The public may access information on whether an identifier was listed on the stop list using the WHOIS service. The Coordinator may provide the full stop list for research or other similar purposes in response to a substantiated request.

### **4. DOMAIN NAME REGISTRATION AND RENEWAL PERIOD**

**4.1.** Domain names shall be registered for a period of one year.

**4.2.** The Registrant may renew the domain name registration period an unlimited number of times.

When renewed, the domain registration shall be extended for one year from the expiration date of the previous domain registration period.

**4.3.** The Registrar shall send an e-mail notification to the Registrant stating the need to renew a registration fifty to sixty days before the domain name registration period expires.

**4.4.** In order to renew a registration, the Registrant, the notification notwithstanding, shall send the relevant application to the Registrar not earlier than sixty days prior to the expiration of domain registration.

**4.5.** The former Registrant shall retain the right to apply for renewal until the redemption grace period expires.

The redemption grace period shall be equal to thirty days upon expiration of domain name registration period.

The Registrar shall notify the Registrant by e-mail of the intention to renew registration in five to ten and twenty to twenty five days after the domain name registration period expires.

If required, the redemption grace period can be extended if the Registrar, acting in accordance with the Policy, uses

(a) injunction relief in relation to the domain name;

(b) restrictions placed on actions with domain names in connection with ongoing court proceedings;

(c) interim relief, subject to receiving a court order to this effect (interim measures), prohibiting the domain's registration cancellation.

**4.6.** The Registrar shall accept the application for processing subject to requirements set forth by the Terms and Conditions and the Agreement.

**4.7.** The Registrar shall process the Registrant's renewal application within one business day.

**4.8.** The Registrar shall not be held liable for processing an application filed on the last business day of the redemption grace period.

**4.9.** Where the domain name registration was not renewed, domain name registration shall be cancelled upon the expiration of the redemption grace period.

## **5. DELEGATION**

**5.1.** The Registrar shall enter in the registry information about DNS servers, delegation and termination of delegation based on the Registrant's application, as well as in other cases stipulated by the Terms and Conditions. Domain delegation shall be established (terminated) based on the information in the registry.

**5.2.** Applications for domain name delegation shall be executed only if the Registrar has verified that the Registrant can be reached using the telephone number with sms capability taken from the registry.

**5.3.** The Registrant shall provide no less than two DNS servers for the delegated domain with a reliable Internet connection and operating around-the-clock in order to ensure the delegated domain's operability.

**5.4.** Domain delegation that has been established based on the Registrant's application shall be terminated upon expiration of the domain name registration period.

**5.5.** The Registrar may terminate domain name delegation having received a written decision the head (deputy head or official of equivalent status) of an authority carrying out operational search activities.

**5.6.** The Registrar may terminate domain name delegation in the manner stipulated by these Terms and Conditions when inaccurate data about the Registrant is found in the registry or the Registrant failed to submit documents to support the submitted data upon the Registrar's request within the specified period (clauses 9.3.7–9.3.8 of the Terms and Conditions).

**5.7.** The Registrar may terminate domain name delegation upon receiving a substantiated request from an organization designated by the Coordinator as a competent organization for identifying online violations, if the request claims that the delegated information system is being used for one of the following purposes:

1) receiving from third parties (users of the system) confidential information by misleading them regarding the system's affiliation (authenticity) by using similar domain names, design or content (phishing);

2) unauthorized access to third party (users, visitors) information systems or for infecting these systems with malware or taking control over such software (botnet control);

3) dissemination of materials containing child pornography.

Upon the receipt of such a request, the Registrar shall send to the Registrant a notification with the text of the claim attached thereto and, where necessary, request from the Registrant documents confirming the identification data from the registry on the Registrant.

The Registrar shall resume domain name delegation as per the Agreement when the cause of suspension has been eliminated.

The Coordinator shall post the list of competent organizations on its official website.

**5.8.** The Registrar shall immediately notify the Registrant by e-mail of any termination, and state the reason for said termination.

**5.9.** If domain name delegation is terminated by the Registrant due to expiration of the domain registration period, the Registrar shall designate provisional DNS servers for the domain name, which will re-direct requests by http protocol to the Registrar's service website with information regarding the reason for terminating delegation, unless the Registrant rejects such redirecting prior to expiration of the domain registration period.

**5.10.** The Registrar shall not be liable to the Registrant or third parties for damages resulting from termination of delegation as per these Terms and Conditions.

## **6. TRANSFER OF ADMINISTRATION RIGHTS**

**6.1.** During the domain name's registration period (except the periods stipulated in clause 6.5 of these Terms and Conditions), the Registrant may transfer administration rights to another person by sending a written request to the Registrar in charge of the domain name.

**6.2.** The person who receives administration rights shall enter into an Agreement with the Registrar in charge of the domain name for the provision of domain name registration services and confirm consent to accept administration rights in accordance with the said Agreement.

The Registrar shall satisfy the Registrant's application within three business days upon receiving the application, entering into an Agreement with the person receiving administration rights and obtaining consent to accept administration rights.

**6.3.** Before processing the application for the transfer of administration rights, the Registrar may verify data about the Registrant in the registry and suspend the application until the verification has been completed as per clause 9.3.6 of the Terms and Conditions.

**6.4.** Domain name administration rights shall be deemed transferred from the moment data about the Registrant is modified in the registry.

**6.5.** The transfer of domain name administration rights shall not be allowed:

- 1) if the domain name's registration period has expired;
- 2) within thirty days of the receipt of administration rights by the Registrant from another person;
- 3) if the Domain name is the same as an identifier included in the stop list;
- 4) if the Registrar's request to submit data and documents within a specified period as per clause 9.3.7 of the Terms and Conditions is not satisfied;
- 5) in case of any restrictions regarding the domain names as per the Policy.

## **7. TRANSFER OF DOMAIN NAME TO ANOTHER REGISTRAR**

**7.1.** The Registrant may transfer the domain name to another Registrar over the course of the domain name registration period. No reasons other than those stipulated by these Terms and Conditions can be invoked to reject the transfer.

Bulk domain name transfer shall be allowed at the initiative of the Donor Registrar.

**7.2.** The Donor Registrar shall not charge the Registrant for transferring the domain to the Recipient Registrar.

Neither the Donor Registrar nor the Recipient Registrar shall be entitled to charge the Registrant for the bulk domain name transfer.

**7.3.** The Recipient Registrar may not reject the transfer, if the Registrant follows these Terms and Conditions and the Agreement, unless the registry contains inaccurate data about the Registrant or the Recipient Registrar believes that the Terms and Conditions were not complied with during domain name registration.

**7.4.** The domain transfer procedures and actions of the involved parties shall be governed by the Regulations "On the procedure for domain name transfer to another registrar," which is an integral part hereof.

The bulk domain name transfer procedures and actions of the involved parties shall be governed by the Regulations "On the procedure for one-time transfer of domain name information support of multiple domain names," which is an integral part hereof.

**7.5.** Prior to processing the Registrant's application for the domain transfer, including the issuance of the AuthInfo code, the Donor Registrar may verify the Registrant's data in the registry and suspend the processing of the application until verification in accordance with clause 9.3.6 of the Terms and Conditions is completed.

**7.6.** The domain name shall be transferred under an application submitted by the Registrant to the Recipient Registrar. **7.7.** The domain name shall be deemed transferred when the information about the new Registrar is entered in the registry.

**7.8.** The Registrant may not transfer the domain name to another Registrar:

- 1) if the domain name registration period has expired, taking into consideration the provisions of the Regulations "On the procedure for domain name transfer to another registrar," except for cases when the change of Registrar results from bulk transfer;
- 2) within thirty days from the receipt of administration rights by the Registrant from another person;
- 3) within thirty days from the change of the Registrar in charge of the domain, except for cases when the change of Registrar results from bulk transfer;
- 4) if the Registrant fails to satisfy Registrar's request to provide, in a timely manner, data and documents as per clause 9.3.7 of the Terms and Conditions;
- 5) in the event of any restrictions in the registry that make it impossible to transfer the domain name to another Registrar under the Terms and Conditions and/or the Policy.

If the transfer procedure was launched, it shall be terminated upon the occurrence of one of the aforementioned events.

## **8. DOMAIN NAME REGISTRATION CANCELLATION**

**8.1.** A domain name registration shall be cancelled:

- 1) if the applicable technical requirements to domain names under the Terms and Conditions were violated during registration;
- 2) if the applicable Terms and Conditions were not complied with during registration resulting from fraudulent actions by the Registrant;
- 3) upon the expiration of the redemption grace period;
- 4) at the Registrant's application;
- 5) based on a valid official court ruling ;
- 6) when the Registrant terminates the Agreement with the Registrar in charge of the domain name;

7) if the Registrant forbids further processing of personal data in accordance with the Terms and Conditions.

**8.2.** When cancelling registration due to the Registrant's fraudulent actions during a domain name registration, the Registrar shall notify the Registrant about the pending cancellation ten days in advance.

**8.3.** The Registrar shall cancel the domain name registration within three business days upon the Registrant's written application.

**8.4.** Prior to satisfying the Registrant's application to cancel a domain name registration, the Registrar may verify the Registrant's data in the registry as per clause 9.3 of the Terms and Conditions and suspend the processing of the application until the verification has been completed in accordance with clause 9.3.6 of the Terms and Conditions.

**8.5.** A domain name registration cannot be cancelled upon the Registrant's application:

1) if domain name registration period has expired;

2) within thirty days from the receipt of administration rights by the Registrant from another person;

3) within thirty days from the change of the Registrar in charge of the domain; 4) if the Registrant fails to satisfy a request by the Registrar to provide, in a timely manner, data and documents as per clause 9.3.7 of the Terms and Conditions.

5) in the event of any restrictions in reference to the domain names under the Policy.

## **9. INFORMATION ABOUT DOMAIN NAMES AND THEIR USAGE**

### **9.1. General provisions**

**9.1.1.** The amount of data submitted by the User (Registrant), and procedures for obtaining, storing, and processing thereof shall be determined as per the Agreement and taking into consideration requirements set forth in these Terms and Conditions.

**9.1.2.** The Registrar shall not use data submitted by the User (Registrant) in ways other than envisaged in these Terms and Conditions and the Agreement.

**9.1.3.** Information about the domain name and its Registrant shall be submitted by the Registrar to the registry as required under the Terms and Conditions.

**9.1.4.** The Registrar shall submit to the Coordinator information about the domain name and its Registrant in the amount required for:

1) ensuring reliable operation of the registration system, including in cases when the Registrar ceases its operations (loses accreditation, files for bankruptcy, or for other reasons);

2) verification of the data entered in the registry.

**9.1.5.** The Registrar may provide data about the full designation (name) of the Registrant and its location (domicile) under a substantiated written third party request featuring an obligation to use the received information for the purpose of bringing court action only.

### **9.2. Information stored in the registry**

**9.2.1.** Information in the registry may be used to:

1) confirm domain name registration;

2) identify the person who is the domain name Registrant;

3) identify the Registrar in charge of the domain;

4) ensure addressing in the Internet;

5) provide information about domain names in an amount and under the terms stipulated by current laws and these Terms and Conditions;

**9.2.2.** In order to ensure reliable operation of the registration system, all modifications in the registry shall be saved in full throughout the domain's life cycle and up to twenty five years afterwards.

**9.2.3.** The Registrar and the Coordinator shall take necessary technical and organizational measures to protect information in the registry from unauthorized access.

**9.2.4.** Information stored in the registry shall include:

1) technical information including information required for the operation of the registration system;

2) the Registrant's identification data;

3) contact details for communicating with the Registrant;

**9.2.5.** The following identification data for individual Registrants shall be stored in the registry: 1) last name, first name, and patronymic;

2) date of birth;

3) place of residence;

4) data on the Registrant's identification document (series and number of a document, issuance date and name of the issuing authority).

**9.2.6.** The following identification data for Registrants that are legal entities shall be stored in the registry:

1) full name;

2) Registrant's name in Roman alphabet and other ASCII-7 characters;

3) location (registered address);

4) taxpayer identification number (for Russian companies as well as for the foreign companies with a TIN); tax identifier or an identifier in the trade registry (for foreign companies that are not registered as taxpayers in the Russian Federation).

**9.2.7.** The following contact details of the Registrant shall be stored in the registry:

1) postal address;

2) telephone numbers with the sms capability that can be used for verifying communications with the Registrant;

3) other telephone and/or fax numbers (if available);

4) e-mail addresses for verifying communications with the Registrant;

5) other e-mail addresses.

**9.2.8.** The Registrar in charge of the domain name shall provide information about the domain name stored in the registry upon the domain name Registrant's request.

### **9.3. Ensuring accurate information in the registry and controlling it**

**9.3.1.** The Registrar shall determine the manner in which data submitted by the Registrant and stored in the registry is to be provided and verified.

**9.3.2.** Whenever data subject to storing in the registry is modified, the Registrant shall immediately notify the Registrar of such modifications by sending a corresponding request for

modification . If the identification data is modified, the Registrant shall provide the Registrar with supporting documents proving the modifications.

The Registrar shall process requests for modification of data within three business days from receiving the application and the submission of the required documents by the Registrant.

**9.3.3.** For delegated domains, modifications of the telephone number with sms capability in the registry shall be made only after validating this telephone number as a valid number for reaching the Registrant.

**9.3.4.** The Registrar may verify information on the domain name and the Registrant's data submitted by the Registrant or stored in the registry by requesting clarifications and/or evidence from the Registrant. The request shall feature a warning about consequences of a failure to honor the request within the specified period. The request shall be delivered to the Registrant by e-mail.

**9.3.5.** The Registrant shall execute the request to provide clarifications and documents within seven days from the date the Registrar sends a request to this effect. The Registrar may grant additional time for submitting supporting documents upon the Registrant's substantiated request.

**9.3.6.** The Registrar may suspend processing of the Registrant's applications for changing a domain name registrant, transferring the domain to another Registrar, managing domain delegation, cancelling domain name registration or obtaining AuthInfo Code until the Registrant has satisfied the request to provide data and documents.

**9.3.7.** The domain name delegation shall be terminated if the Registrant fails to satisfy the request to submit data and documents within the specified period, and the Registrant's applications related to the domain name (including renewal applications) shall not be processed until the request is satisfied.

**9.3.8.** The Registrar may terminate domain name delegation with immediate effect by sending notification by e-mail to the Registrant if the Registrant's identification data is inaccurate.

**9.3.9.** The Registrar shall send notifications to the Registrant at least once a year for purposes of keeping Registrant's data in the registry up to date.

#### **9.4. WHOIS Service**

**9.4.1.** WHOIS is an automated system, which provides public access to information about a domain name as set forth in the Terms and Conditions.

**9.4.2.** Information provided by WHOIS shall include:

- 1) the domain name (for domain names in domain .PΦ – domain name in Punycode);
- 2) information on the domain's DNS servers;
- 3) information on domain delegation;
- 4) Registrant's name in Roman alphabet and other ASCII-7 characters (for legal entities) or indication that the domain belongs to an individual in the impersonal form (for individuals);
- 5) address of the form to be used for sending notification by e-mail to the Registrant;
- 6) domain name registration date;
- 7) the expiry date of domain name registration period;
- 8) the expiry date of the redemption grace period;
- 9) Registrar in charge of the domain;
- 10) reference to the Registrar to whom the domain name is transferred (during the processing of an application for domain transfer).

## **10. SUSPENSION OF ACCREDITATION AND TERMINATION OF REGISTRAR'S ACTIVITY**

**10.1.** In order to ensure reliable and stable operation of the registry and domain name registration system and to protect the Registrant's rights, the Coordinator may impose restrictions on the Registrar's activity.

**10.2.** In cases when the Coordinator suspends the Registrar's accreditation, the latter cannot register domain names or receive domain names from other Registrars.

The information about the suspension shall be posted on the Coordinator's website within three business days from the date of suspension (renewal) of accreditation.

**10.3.** During suspension of the Registrar's accreditation, the Coordinator may also prevent the Registrar from performing any operations with domain names (except renewal of domain names registration).

At the same time, under exceptional circumstances, applications from Registrants to perform other operations with domain names may be executed by the Registrar subject to the Coordinator's consent.

**10.4.** If the Registrar's accreditation is terminated, the Coordinator shall post a notification to this effect on its website, as well as send notifications by e-mail to the Registrants using e-mail addresses from the registry.

**10.5.** The Coordinator shall be in charge of the domain names once their Registrar has lost accreditation. The Coordinator shall not execute any applications from Registrants, except for transferring domain names to Registrars designated by Users, including during redemption grace period.

The redemption grace period shall be suspended from the date the Coordinator takes the decision to this effect and until the domain name is transferred to another Registrar, but the suspension shall not exceed sixty days.

**10.6.** The Coordinator shall not be held liable for losses incurred by Users (Registrants) due to restrictions imposed on the Registrar's activity.

## **11. AMENDMENTS TO THE TERMS AND CONDITIONS**

**11.1.** The Coordinator has the right to amend these Terms and Conditions.

**11.2.** The Coordinator shall notify Registrars about amendments to these Terms and Conditions at least thirty days prior to enacting them.

**11.3.** The Registrar shall notify Registrants of amendments to these Terms and Conditions at least ten days before they come into effect.

**11.4.** All actions with domain names and other actions stipulated by these Terms and Conditions shall be carried as per the Terms and Conditions as amended from time to time.