

DOMAIN REGISTRATION RULES AND PROCEDURES

Exercising the possibilities for self-regulation, Scientific Association of the Hungarian Internet Service Providers Council has established these Domain Registration Rules and Procedures in order to ensure the uniform order of the delegation, registration and maintenance of public domains under .hu and to safeguard the rights of domain users and others. These Domain Registration Rules and Procedures have been issued as part of the contractual system created in the subject matter hereof and they shall be adhered to without any specific reference made thereto in the use of the system.

Chapter I: Terms used in the Domain Registration Rules and Procedures

The following terms in these Domain Registration Rules and Procedures shall have the following meaning:

Domain: an autonomous Internet domain, a database assigning names to a cluster of Internet addresses.

Domain name: Technical identifier consisting of alphanumeric characters, used primarily for being easier to remember than and instead of the internet addresses indispensable for Internet communication. These Domain Registration Rules and Procedures are applicable to domain names located directly under the top level domain of .hu or any of the subordinated second level public domains within the Internet domain system (e.g. companyname.hu, companyname.co.hu).

Top level domain: The domain .hu delegated directly in the root of the Internet domain system.

Second level domain: A domain delegated directly under the .hu top level domain (e.g. info.hu).

Public domain: Top level .hu domains, furthermore second level domains opened thereunder as and when required where delegation is performed by the Registry. The current list of second level public domains is published by the Registry on its web server.

Delegation: Granting to an entity or a natural person the right to use an internet domain identified by a domain name upon a claim forwarded by a Registrar.

Registration: Recording of data required for delegation in the appropriate databases.

Maintenance: Delegation maintenance service provided for a domain user wherein the necessary technical and administrative data are stored in the primary and reserve .hu name servers and databases, are accessible through the Internet and are amended as and when required.

Registrar: Any of the service providing entities authorised by the Registry attending to the affairs relating to domain delegation and registration and domain maintenance within a contractual relationship with the customer pursuant to the free selection and assignment by the customer applying for or using the particular domain.

Applicant: An entity or natural person having submitted an application for the delegation of a particular domain. In the event the domain applied for is delegated to the Applicant, the Applicant will become a domain user.

Registrant: An entity or natural person whom the domain has been delegated to.

Application Form: A document requesting data and declaration of the Applicant to be signed by the Applicant. The specimen of the Application Form is an annex to the Domain Registration Rules and Procedures and forms an integral part thereof.

Administrative contact: Represents the domain user in administrative matters relating to the domain.

Technical contact: Represents the domain user in technical matters relating to the domain.

Registry: Manager of public domains (keeping, maintaining and making available the data relating to domains delegated under the public domains).

Registry database: Data relating to domain delegation, kept by the Registry in a computer system.

Web server: An Internet location (<http://www.domain.hu>) of such public information as is relating to the delegation and registration of public domains and is updated on a regular basis.

Consulting Board (CB): A committee attached to the Registry, consisting of selected independent experts, forming an opinion in issues relating to the delegation of domains not delegated yet and providing support, through guidance, to the lawfulness of the delegation of domain names.

Complainant: A party having lawful interest in establishing that the delegation of a particular domain name violates the Domain Registration Rules and Procedures.

Defendant: a Registrant whose domain name delegation is asked to be established as violating the Domain Registration Rules and Procedures.

Ad Hoc Arbitration: A board, usually consisting of three members, made up of independent lawyers and IT specialists, appointed by the Registrant and the Registrar or the Registry and the third person or party (having brought an action in relation to a delegated domain name), which board is backed by the Scientific Association of the Hungarian Internet Service Providers Council and acting according to the Pattern of Rules and Procedures as published, whose decision has the effect of a final and binding judgement of a judge under Act LXXI of 1994 on arbitration.

Chapter II: Rules for the application and the registration of domains**1. Application for the delegation of domain****1.1. Criteria with regard to the Applicant**

1.1.1 Delegation of domains directly under the .hu public domain may be applied for by

- a) any Hungarian citizen, or
- b) any natural person holding a permit for domiciliation in Hungary, or
- c) any entity established in Hungary by virtue of law, entered in the records of or registered with an authority or court, or
- d) any entity filing its respective application with the competent authority or court and commencing its operations pursuant and according to the law prior to such entry or registration,
- e) furthermore, the beneficiary of a trademark registered with the Hungarian Patent Office, this latter even if it is a foreigner.

1.1.2 Delegation of domains directly under a second level public domain may be applied for by any domestic or foreign natural person or entity.

1.1.3 In the course of registration the Registrar shall review the rights of the Applicant.

1.2. General rules for the delegation procedure**1.2.1. Initiating the delegation of a domain**

1.2.1.1 The delegation of a domain may be initiated by the Applicant at a Registrar selected by the Applicant. Registrar shall conclude a contract on the provision of administrative services in respect of the application wherein it may stipulate as condition the payment of a charge. The terms and conditions of the contract shall not contradict the Domain Registration Rules and Procedures and the Application Form shall form an integral part of the contract. For the lack of other conditions of the contract, the Application Form shall itself be deemed as a contract on domain maintenance subject to the terms and conditions in the General Contractual Conditions of the Registrar.

1.2.1.2 Domains shall be delegated upon genuine application for immediate use only. Applicant shall provide for the fulfilment as of the date of filing the application of the requirements stated in the Domain Registration Rules and Procedures. Registrar shall verify prior to submission to the Registry the compliance of the application with the law and the contract and the conformity thereof to the Domain Registration Rules and Procedures.

1.2.1.3 The Applicant shall act with utmost care in selecting the domain name so as the domain name selected by Applicant and the application for and the use of it shall not violate the rights of other persons or entities (e.g. the right of exclusive names, the right of privacy, the right of the dead, copyrights, etc.). Applicants shall be expected to make sure before the selection of the domain name that the name selected is not included in the commercial register or the trademark database of the Hungarian Patent Office, available at the toll-free (green) number of 06-80-345678 or at the Internet address: www.hpo.hu.

1.2.1.4 It is the moment to be deemed as the time of application specified by the computer timestamp when the computerised registration system of the Registry entered the application in the records. The Registrar shall forward the applications for the delegation of the same domain name according to the time sequence of receiving the respective orders.

1.2.2 Thing to be done with regard to the Application Form

1.2.2.1 It is a pre-requisite for the validity of the application that the Applicant provides on the Application Form all the mandatory data genuinely and correctly in terms of form and content as well, furthermore that the Applicant verifies by signing the Application Form the data and the statement on being familiar with, accepting and adhering to the Domain Registration Rules and Procedures.

1.2.2.2 The Application Form shall be signed by the Applicant or his or her representative authorised in a public instrument or in a fully conclusive private instrument, with the authorisation being attached simultaneously, or, in case of entities, by the certified representative, with the documents verifying the representation right being attached simultaneously, in his or her own hand respectively, and it shall be sent to the Registrar in original or by facsimile. The Application Form may also be sent in such an increasingly safe and electronically signed electronic document as conclusively proves the identity of the signatory.

1.2.2.3 The Registrar shall evidence receipt by signing the Application Form and indicating the time of receipt or it shall keep such records as credibly verify the fact of receiving the Application Forms and the sequence (time) thereof.

1.2.2.4 The Registrar shall keep the documents filed with the application on paper or in electronic archives of electronically signed and at least increasingly safe documents for five years upon the termination date of the contract.

1.2.2.5 Registrar shall be liable to the Registry for deviation from the rules for completing and keeping the Application Forms.

1.2.2.6 In accordance with the registration habits on the Internet, the Registry and the Registrars shall handle publicly and make available to anyone any information stated on the Application Form. Applicant shall be liable to obtain the approval for public handling of data of other persons named on the Application Form.

1.2.3 Compliance with the application

1.2.3.1 The Registrar shall immediately inform the Applicant of any problems in the administration of the application (e.g. objection to the name selection, etc.) and handle the problem in consultation with the Applicant as required by the provisions of the contract with the Registry and the Domain Registration Rules and Procedures.

1.2.3.2 The Registry shall process the applications forwarded in full by the Registrar and conforming to the Domain Registration Rules and Procedures in two business days upon the date of receipt. It shall honour the priority applications that are not subject to public announcement provided they comply with the stipulations of the Domain Registration Rules and Procedures and it shall announce the others in public. In the event the Registry notices that the application submitted is incomplete or contradicts to the Domain Registration Rules and Procedures, then it shall return same to the Registrar within the same deadline.

1.2.3.3 14 days shall be available to the Registrar for completing the documents, revoking the application or contacting the Consulting Board. Should the Registrar fail to enter any of these steps in the Records, the application will be automatically deleted by the computerised system of records.

1.2.3.4 If the application can be honoured, the delegation shall be entered in the records and the following data shall be registered in the appropriate databases:

- i) the delegated domain name,
- ii) the address of the primary and secondary name servers for the delegated domain,
- iii) the particulars of the Registrant and the contact persons.

1.3. Procedural rules of delegation for non-priority applications to be delegated directly under the .hu public domain

1.3.1 Prior to honouring the non-priority applications, the Registry shall keep them publicly announced on the web server showing the time of entry in the records until the end of the 14th day upon such entry in the records. Should objections be made to the delegation of the announced domain name in a manner and by the deadlines stated in article 9 hereof, then it shall not honour the applications received in respect of the particular domain name until the legal dispute is closed either by the opinion of the Consulting Board or by disregarding from the action thereof.

1.3.2 Each application is usually honoured in the sequence they have been entered in the records except where an application for the same domain, entered in the records later, is honoured instead of a non priority application, where the honoured application

- a. is processed under a priority procedure and
- b. the basis for priority has been realised before the entry of the non-priority application in the records and
- c. it has been entered in the records by the end of the 14th day following the entry in the records of the non-priority application.

1.4. Procedural rules of delegation for priority applications

1.4.1 Such applications shall have priority as apply for delegation directly under the .hu public domain and where the selected domain name:

- a) is the same series of characters as specified as the full or abbreviated name for the entity stated in the document evidencing the official registration of the Applicant entity with the authorities (public administration or court) or in the statute for entities established by virtue of law, or
- b) the trademark as a series of characters word, words) registered by the Hungarian Patent Office in favour of Applicant or in favour of the beneficiary party authorising the Applicant (the full text protected of textual trademarks or the full text shown on the illustration of graphical trademarks).

The domain name selected and the denomination (without accents) stated in the document forming the basis of priority shall agree character by character. Names consisting of multiple words can be applied for if they are written as one word or hyphenated. The following may be omitted from the full or abbreviated name of entities:

- i) words and marks relating to the form of business (e.g. co. ltd. Ltd., partnership, association),
- ii) names like Hungary, Magyarország or the name designating Hungary in the language of the mother company of the Hungarian entity of foreign companies,
- iii) any and all characters not allowed in domain names as well as the hyphen,
- iv) characters included in the name of the entity which can not be part of a domain name may be transcribed into their equivalent meaning in

Hungarian or a foreign language written in Latin letters, may be omitted or replaced by hyphen.

In case of beneficiaries under article 2.2.4, settlement names and country names shall have priority.

1.4.2 Documents evidencing the basis of priority:

- a. resolution by an authority (court or other public administration) evidencing the registration of the legal entity or the organisation without a legal entity, or
- b. the trademark deed made out by the Hungarian Patent Office,
- c. the trademark deed made out by WIPO in the event trademark protection covers Hungary as well.

1.4.3 Priority applications shall be processed under a priority procedure if the application for priority treatment is entered by the Registrar in the Records at the time of entry in the records of the application and the Applicant presents to Registrar the document(s) evidencing the basis of priority of the application.

1.4.4 Applications processed under the priority procedure shall be honoured without prior public announcement. Priority applications for the same domain name shall be honoured according to their respective sequence of entries in the records as compared to one another, while the sequence of judgement as compared to non priority applications shall be governed by the provisions under article 1.3.2 hereof.

1.5. Procedural rules of delegation for delegations directly under a second level public domain

Applications shall be honoured in sequence of entry in the records of the applications without prior public announcement.

2. Domain name selection

2.1 Formal requirements relating to the domain name applied for

2.1.1 Domain names shall consist of at least 2 characters up to 24 characters. (It is recommended to select domain names consisting of at least 5 characters up to 10 characters).

2.1.2 Characters that can be used in domain names

- a. the lower case letters without accent of the Latin alphabet (a-z), furthermore
- b. numeric characters (0-9), furthermore
- c. the hyphen (-).

2.1.3 Only letters or numeric characters may be at the beginning and at the end of the domain name. The domain name shall not contain two hyphens following each other immediately.

2.1.4 The use of domain names beginning with a numeric character is not recommended by the Internet document RFC1035, therefore, though not prohibited, their registration is not recommended, and any and all liability for the functionality or the damage arising out of their use shall be borne by the Registrant.

2.2 Other criteria relating to domain name selection

2.2.1 Applicant is free to select the name of the domain to be delegated within the framework of law and the Domain Registration Rules and Procedures.

2.2.2 No such domain name may be selected and used as, in terms of its meaning and/or use, is suspected of being

- a) illegal, or
- b) abusive, or
- c) delusive.

2.2.3 No such domain name may be selected as

- a. is already registered under the particular public domain, or
- b. belongs to the protected or blocked names published on the web server.

2.2.4 In case of delegation directly under the .hu public domain

- a. local municipalities only may be Applicants for domains identified with settlements with a municipality, or
- b. the official representation only of the particular country may be an Applicant for domains identified with country names (in Hungarian, English

and the own language of the country).

This restriction shall not apply to delegation directly under second level public domains.

2.2.5 Such domain names shall be selected for delegation directly under the tm.hu public domain as meet the priority criteria under article 1.4.1.b.

2.3 Liability for domain name selection

2.3.1 Liability for the selection, meaning and use of a particular domain name as well as for the consequences thereof shall lie with the Applicant or the Registrant who shall

- a. exercise appropriate care in selecting the domain name and verify his or her selection for legality prior to the application,
- b. voluntarily give up the selected domain name if the use of the already delegated domain name violates the rights of others in spite of the careful action,
- c. substitute the Registry or the Registrar if another person wants to enforce claims against the Registry or the Registrar in connection with the selected domain name or, if there is an obstacle to doing so, provide them with every help in defending against the claim,
- d. relieve the Registry and/or the Registrar from any costs arising out of any legal dispute, damage or claim in connection with the domain name delegated thereto, the delegation and registration process, the selection, meaning or the use of the domain name, and do everything so that the interests of the Registrar or the Registry are not prejudiced.

2.3.2 Neither the Registrar nor the Registry, acting in this capacity, shall be held liable for any damage caused to a third person by the selection or the use of the domain name provided that the provisions in the Domain Registration Rules and Procedures and those in the contract with the Applicant or the Registrant have been complied with.

2.3.3 Neither the Registrar nor the Registry shall be held liable for checking the lawfulness of the selection and the use of the domain name and the compliance thereof with the Domain Registration Rules and Procedures upon the application or during the use.

2.3.4 Neither the Registrar nor the Registry can be expected to decide whether the selection or use of the domain name is lawful or not. The Registrar and the Registry shall not be held liable for refusing to perform the delegation or the suspend or revoke the delegation of an already delegated domain name if such a domain name is selected as evidently and clearly violates the law.

2.3.5 The Registrar shall not be held liable for refusing to perform the delegation or maintenance of the domain on the grounds that at its sole discretion it does not comply with the Domain Registration Rules and Procedures.

2.3.6 The Registrar and the Registry shall perform the final and binding court decisions in connection with the selection or use of the domain name even if they are not involved in the suit. Neither the Registrar nor the Registry shall be held liable for decisions closing the dispute (decision by the Consulting Board), for final and binding resolutions or for the performance of such resolutions as have preliminarily been declared enforceable.

Chapter III: Maintenance of domain delegation

3. Maintenance of delegation

3.1 Maintenance of delegation is subject to the Registrant having a valid contract on the maintenance of delegation with one of the Registrars and to the conformity of the domain to the requirements for technical operability. The terms and conditions of the contract shall not contradict the Domain Registration Rules and Procedures and the Application Form shall form an integral part of the contract. Contracts can be established on the administrative work on the application for domain and the maintenance of delegation jointly.

3.2 The contract on the maintenance of delegation shall be made by and between the Applicant and the Registrar selected by the Applicant. The conclusion and existence of the contract shall be entered in the Records by the Registrar.

3.3 The Registrar may subject the delegation maintenance service to the payment of charges.

Chapter IV: Termination of domain delegation

4. Termination of delegation

4.1 If the Registrar decides to terminate the contract on the maintenance of delegation, it shall notify the Registrant thereof and enter the fact of termination in the Records.

4.2 In such an event the Registrant shall conclude a new contract on the maintenance of delegation with a Registrar of its choice with such a deadline as enables the Registrar to enter the conclusion of the new contract in the Records within 45 days upon the termination date of the former contract as entered in the Records.

5. Suspension of delegation

5.1 The delegation of domain shall be suspended if

- a. it is required in the enforceable resolution or final judgement of the court,
- b. the state attorney's office communicates a good cause to suspect crime in the selection of the domain name.

5.2 The delegation of domain may be also suspended if

- a. the Registrant fails, in spite of being called to do so, to provide for the conformity of the domain to the requirements for technical operability defined in the Domain Registration Rules and Procedures.
- b. The domain and/or the use of the domain name causes trouble in the operation of the Internet,
- c. the Registrant fails to pay by the reasonably designated date the registration or maintenance fee to the respective Registrar in spite of being called to do so.

5.3 During suspension the technical service of domain delegation is stopped but the person of the Registrant remains unchanged.

6. Deletion and revocation of delegation

6.1 The delegation of domain shall be deleted if

- a. the Registrant gives up domain management by virtue of its fully conclusive statement or a statement contained in a public instrument addressed to the respective Registrar,
- b. it is so required by the enforceable resolution or the final and binding judgement of the court,
- c. the Registrar enters in the Records that the contract on the maintenance of delegation has ceased to exist or it has been terminated by the Registrar and no Registrar enters in the Records the fact of having concluded a contract with the Registrant on the maintenance of delegation,
- d. suspension has taken place pursuant to article 5.2 a)-b) and the reason for the suspension has not been eliminated within 45 days upon the beginning of suspension,
- e. the Registrant has died or has wound up its business without any legal successor,
- f. the application of the entity for getting entered in the records or for registration has been rejected.
- g. The delegation of the domain name has been revoked.

6.2 The delegation shall be revoked if

- a. a statute or the final and binding judgement of the court establishes the unlawfulness of the delegation,
- b. the data provided or the documents presented by the Registrant were not genuine at the time of application or transfer and the application should have been rejected on the basis of genuine data or documents.

6.3 Deletion of delegation shall be followed by a moratorium of 60 days in cases specified in articles 6.1. c.) d.) and e). during which the former Registrant or – in case of article e.) – his or her heir or the beneficiary in the statement on transfer may file a new application for the domain name released.

6.4 If the delegation is revoked pursuant to article 6.2.a.), the deletion of delegation shall be followed by a moratorium of 60 days, during which period application for the released domain name may be submitted solely by a party upon the request or to protect the interests whereof the court resolution has ordered the revocation.

6.5 In cases under 6.3 and 6.4 the application for domain shall not be announced publicly as per article 1.3.1.

7. Transfer of delegation

7.1 The Registrant may transfer his or her respective rights to a new Registrant provided that

- a. the new Registrant superseding the Registrant agrees to be bound by the provisions of the Domain Registration Rules and Procedures
- b. the new delegation does not contradict the provisions of the Domain Registration Rules and Procedures,
- c. the Registry is not aware of any alternative or court procedure to settle disputes concerning the domain.

7.2 The transfer shall become effective as of the date of the new delegation.

7.3 The new Registrant shall initiate the transfer with the Registrar of his or her choice by means of the Application Form made out by him or her together with the original copy of the statement by the former Registrant contained in a fully conclusive instrument or public instrument and according to the rules pertaining to domain applications and the Registrar shall enter this in the Records and start the new delegation procedure.

7.4 In case of transfer the contract with the original Registrant shall be discontinued. The new Registrant shall conclude a new contract with the Registrar of his or her choice on the maintenance of the domain.

Chapter V: Settlement of legal disputes

8. General rules

8.1 In disputes arising between the Registrant and the Registrar in connection with conformity to the Domain Registration Rules and Procedures the opinion of the Registry shall be decisive. In case of disputes arising between the Registrar and the Registry the opinion of the Registry shall be decisive.

8.2 The fact of legal dispute on the domain shall be entered by the Registry in the Records upon request by the party initiating the procedure or upon the court decision.

9. Settlement of legal disputes prior to delegation

9.1 If the Complainant objects to the delegation to the respective Applicant of a specific domain name selected under a non-priority application, announced publicly on the web server of the Registry, the Complainant may ask for a procedure by the Consulting Board. The Complainant may submit his or her respective objection, indicating the reason thereof, to any Registrar of his or her choice with a deadline enabling the Registrar entering the initiation of the procedure in the Records within 14 days upon the entry in the Records of the application objected to. In case of failure in meeting the deadline the procedure by the Consulting Board shall not be requested. The Registrar of the application objected to shall be obligated to take over the objection by the Complainant, while other Registrars shall be free to decide on such taking over. No other Registrars shall be held liable for any damage suffered by the Complainant in the event of refusal to take over the objection.

9.2 The Registrar chosen by the Complainant shall send in writing (by mail, facsimile or electronic document) to the Secretariat of the Consulting Board the objection made by the Complainant within 8 days upon the entry in the records of the initiation of the procedure, together with the reasons and the supporting documents. In case of failure in doing so, the Secretariat of the Consulting Board shall give notice to the Registrar to complete the incomplete documents within a deadline of 8 days, with the Registrar being liable to notify the Complainant immediately of the notice so that the incomplete documents can be completed. Failure in meeting the deadline for completion shall cause the procedure to be discontinued.

9.3 The Secretariat of the Consulting Board shall send the copy of the documents submitted by the Complainant to the Registrar of the application objected to. The Registrar shall notify the Applicant immediately of the start of the procedure. The Applicant may ask his or her Registrar to delete the application or may undertake the procedure by the Consulting Board (upon paying to or depositing in favour of the Registrar the fee for submission to the Consulting Board as stipulated by the Registrar in accordance with article 9.7.3 hereof) and may attach documents containing his or her opinion relating to the objection or supporting same. The Registrar shall notify the Secretariat of the Consulting Board immediately of the decision by the Applicant or shall send the documents received from the Applicant. In case of failure in doing so, the Secretariat of the Consulting board shall give notice to the Registrar to complete the incomplete documents within a deadline of 8 days. In case of failure in meeting the deadline for completion the Consulting Board shall conduct the procedure.

9.4 If an application entered in the Records is not honoured because in the opinion of the Registry it does not conform to the requirements of the Domain Registration Rules and Procedures, the Applicant shall be informed thereof by his or her Registrar indicating the respective reason. The Applicant may at this time apply to his or her Registrar for a procedure by the Consulting Board with a deadline enabling the Registrar to enter the initiation of the procedure in the Records within 14 days upon the rejection. Failure in meeting the deadline shall result in the automatic deletion of the application.

9.5 The Registrar shall send in writing (by mail, facsimile or electronic document) the objection made by the Applicant, his or her reasons and the supporting documents to the Secretariat of the Consulting Board within 8 days upon the entry in the records of the initiation of the procedure. In case of failure in doing so, the Secretariat of the Consulting board shall give notice to the Registrar to complete the incomplete documents within a deadline of 8 days. In case of failure in meeting the procedure shall be discontinued.

9.6 Failure in meeting the deadline for the initiation of the procedure by the Consulting Board shall by no means be construed as if the concerned party has renounced in any way his or her rights relating to the selection of the domain name and as if he or she has given consent to the delegation of the selected domain name to the Applicant.

9.7 Rules pertaining to the Consulting Board

9.7.1 The Consulting Board shall form an advisory or ad hoc opinion in relation to the conformity of the applications to the Domain Registration Rules and Procedures. The Registry and the Registrar shall submit themselves to the opinions by the Consulting Board and shall act in accordance with the provisions contained therein and shall honour or reject the applications for delegation in accordance with the provisions contained therein.

9.7.2 The advisory opinion shall contain such general guidance in relation to the conformity of applications to the Domain Registration Rules and Procedures as is binding for the Registrars and the Registry. The advisory opinion of the Consulting Board may be requested by the Registry.

9.7.3 Ad hoc opinions shall contain an opinion as to whether a specific application by a specific Applicant can be honoured or not. Any Registrar may request an ad hoc opinion of the Consulting Board prior to the delegation at its own discretion or on behalf of the Applicant or the Complainant submitting an objection to the application. The Registrar may subject the acceptance of assignment for the start of the procedure to the payment or deposit of the procedural fee by the Principal.

9.7.4 The procedural fee for the ad hoc opinion of the Consulting Board shall be paid by the Registrar of the Applicant to the Registry if the Consulting Board resolves that the specific application by the specific Applicant can not be honoured. Otherwise, the fee

- a. shall be paid by the Registrar of the Complainant in case of procedures started as per 9.1, or
- b. shall be borne by the Registry in case of procedures started as per 9.4.

The Registrar shall have the right to charge its costs relating to the procedure onto its Principal.

9.7.5 The procedure by the Consulting Board shall be in writing; otherwise it shall establish the rules of its procedure.

10. Settlement of legal disputes after the delegation of the domain name

By submitting the application for domain delegation, the Applicant or the Registrant shall subject himself or herself to the alternative procedures for the settlement of disputes, established for domain disputes as detailed below.

10.1 Ad Hoc Arbitration

10.1.1 The Applicant or the Registrant shall stipulate and accept the exclusive competence of the Ad Hoc Arbitration backed by the Scientific Association of the Hungarian Internet Service Providers Council in all issues allowed by law to be judged through the forum of arbitration, in respect of disputes with the Registrar or the Registry or a third party whose rights or rightful interests has been violated by the delegation of the domain, in connection with domain delegation and registration or the effect of the contract on services concluded as well as with the existence and performance of the rights and obligations arising therefrom.

10.1.2 In respect of disputes in connection with domain delegation and registration or the effect of the contract on services concluded as well as with the existence and performance of rights and obligations arising therefrom the Registrar and the Registry shall submit themselves to the decision by the Ad Hoc Arbitration backed by the Scientific Association of the Hungarian Internet Service Providers Council which Arbitration shall judge the dispute under the procedural rules pertaining thereto, at first instance with the effect of a final and binding court judgement.

10.1.3 The Ad Hoc Arbitration shall act according to the published pattern of rules and procedures.

Chapter VI: Miscellaneous provisions

11. Requirements for the technical operability of domains

The Applicant or the Registrant shall provide at the time of submitting the application for domain delegation for the fulfilment of the requirements for the technical operability as defined below and shall continue to do so during the maintenance of delegation on an ongoing basis:

11.1 The following services (equipment) shall have permanent Internet connection, be accessible and function on an ongoing basis:

- a. at least two domain name servers (primary and secondary), responding credibly to requests received at the TCP and UDP ports 53 , and
- b. at least one (mail) server where the manager of the particular domain receives mail sent to the address postmaster@<domain_to_be_delegated> and is able to send standard form mail meeting the RFC-822 requirements.

11.2 The primary and secondary domain name servers shall have permanent accessibility on the Internet network independently of each other.

11.3 The SOA record of the particular domain zone shall be syntactically correct, including the operation of the RNAME contact address.

11.4 Reverse entries associated with the entries of names in the particular zone and the subordinated zones thereof shall exist.

11.5 The computer (hureg.nic.hu), controlling the zones, shall be permitted to download the particular domain zone.

12. Administrative contact

12.1 The Applicant or the Registrant shall have the right to authorise an administrative contact person to represent him or her in disputes relating to the domain delegation and registration as well as the maintenance and use of the domain. Authorisation of the administrative contact person shall be on the Application Form or in another statement corresponding to the formal requirements stipulated for the Application Form and shall be effective until the revocation thereof. Unless otherwise provided for by the Applicant or the Registrant, he himself or she herself shall be regarded as the administrative contact person.

12.2 The Registrant or the administrative contact person himself or herself shall notify the Registrar of changes in the person or the particulars of the administrative contact. Neither the Registrar nor the Registry shall be held liable for any damage resulting from the failure in notifying the Registrar of the changes.

12.3 Such a person may be authorised to be the administrative contact only as has a mail address in Hungary and is able to communicate in Hungarian. Foreign Applicants or Registrants shall be liable to authorise an administrative contact simultaneously with the application.

12.4 Notices to the Applicant or the Registrant shall be sent to the administrative contact person.

13. Miscellaneous provisions

13.1 Administration in the course of domain registration shall be performed usually by way of e-mail (electronic mail) or facsimile unless otherwise provided for in the Domain Registration Rules and Procedures or the agreement by and between the Parties. This shall not apply to the mode of submitting the Application Form which shall be sent to the Registrar as a (duly) signed original or by facsimile or at least in an increasingly secure and electronically signed electronic document that conclusively evidences the identity of the signatory. The Registrar or the Registry may limit the scope of technologies accepted in connection with electronic signatures. If the Registrar or the Registry finds it necessary, they may request the presentation of the original copies or the attested copies of instruments required for judgement of the Application Form or the applications as well as the requests for

amendments or transfer.

13.2 Until proved to the contrary, notices sent by e-mail or facsimile shall be deemed as received by the addressee. Responsibility for the authenticity of documents sent this way shall lie with the sender. E-mails generated in the communication between the parties in connection with domain administration shall be considered authentic even for the lack of qualified electronic signatures as the contents thereof –until proved to the contrary – are identical to the original, without changes, having the grounds for reference thereto by any of the parties.

13.3 The Applicant and the Registrant shall be liable to give immediate notice to the Registrar of any changes in their particulars upon the occurrence of such changes. If the Applicant or the Registrant is an entity having started its operations prior to being entered in the Records or being registered, it shall be liable to notify the Registrar immediately upon receipt of the respective judgement of the fact of being entered in the records or being registered or of the fact of the final judgement rejecting the respective application.

13.4 Official notices, calls addressed to the Applicant or the Registrant shall be sent to the e-mail address, facsimile number or mail address provided by the Applicant or the Registrant or the authorised administrative contact person. It is his or her own responsibility to provide such an e-mail or mail address or facsimile number or update the address provided so that he or she is immediately informed of the notices and calls addressed accordingly. Neither the Registrar nor the Registry shall be held liable for any damage resulting from any failure in giving notice if the Applicant or the Registrant can not be reached at the address provided by him or her.

13.5 In the course of the registration procedures (application, amendment, termination, transfer, etc.) the Registrar or the Registry shall examine the rights or the identity of the concerned parties (Applicant, Registrant, transferor, beneficiary, administrative contact person, etc.) to the extent expected thereof, based primarily :

- a. for private individuals:
 - i) on an old type personal identity book,
 - ii) on a new type personal identity card,
 - iii) on passport,
 - iv) on domiciliation permit,
- b. for entities:
 - i) on the resolution, registration order by an authority (public administration or court) evidencing the establishment, the entry in the records or the registration of the entity or the instrument officially evidencing the start of the procedure for entering in the records or registering the entity (a copy of the application with the court stamp of receipt),
 - ii) on the instrument evidencing the signatory rights of the persons making representations on behalf of the entity (e.g. specimen signature),
- c. for beneficiaries of trademarks: on the instrument evidencing the protection of trademark,
- d. on the qualified certificate of the electronic signature.

13.6 Any legal entity or not incorporated business entity registered or entered in the records in Hungary or any private entrepreneur may be a Registrar where it is entitled to carry on activities defined in the Domain Registration Rules and Procedures, has the human and physical requisites required for the activity and has a valid and effective franchise agreement with the Registry.

13.7 If the Registrar ceases to be in business or has lost its rights for being a Registrar, it may be replaced by a new Registrar in the contracts. If this does not happen, instead of the old Registrar the Registry shall inform the Registrants of the domains maintained by the former Registrar on the termination of the contract on domain maintenance and shall, instead of the former Registrar, enter this fact in the Records , too. After this, the procedure shall continue according to article 6.1.c.

13.8 These Domain Registration Rule and Procedures shall supersede the Domain Registration Business Policy Principles as of January 1, 2003. Wherever Domain Registration Business Policy Principles are mentioned in a contract or any other instrument, they shall be understood to mean these Domain Registration Rules and Procedures.

13.9 For domains delegated earlier, the lawfulness of delegation shall be judged according to the registration rules in effect earlier.

These Domain Registration Rules and Procedures were adopted by the resolution of the general meeting held on December 19, 2002 of the Scientific Association of the Hungarian Internet Service Providers Council.

Clause:

When the Domain Registration Rules and Procedures were adopted, the international Internet standards stating the technical background and the criteria for the introduction of internationalised domain names had not been finalised yet. Delegation of internationalised domain names under the .hu public domains shall not be started until these issues are clarified. However, in order to be able to start delegating internationalised domain names as soon as possible upon the finalisation of the standards, this clause already states the rules that shall amend the above Domain Registration Rules and Procedures on the delegation of internationalised domain names when the Scientific Association of the Hungarian Internet Service Providers Council start delegating internationalised domain names.

1. Upon the announcement of the delegation of internationalised domain names

- a. the phrase "(without accents)" in article 1.4.1 of the Domain Registration Rules and Procedures shall be replaced by the text "(with or without all the accents)",
- b. accentuated lower case Hungarian letters (such as á,é,í,ó,ö,o,ú,ü,u) shall be added to the eligible characters in article 2.1.2 of the Domain Registration Rules and Procedures. Internationalised domain names shall be stored in a coded form in the name servers while internationalised characters may appear in the non-coded names.

2. Upon the introduction of internationalised domain names such applications for internationalised domain names shall have priority over all applications for a transitory period to be defined later as are otherwise entitled to priority and where the transcription to a non-internationalised form (character by character) results in a domain name which is already in use by the Applicant under the particular public domain. After the transitory period these applications shall be treated the same way as the applications entitled for priority.