

## DOMAIN REGISTRATION RULES AND PROCEDURES

By exercising the possibilities of self-regulation provided in Paragraph 15./A. of Act CVIII of 2001, the following Domain Registration Rules and Procedures have been established by the Scientific Association of Council of Hungarian Internet Service Providers in order to ensure the uniform order of the delegation, registration and maintenance of public domains under .hu, as well as to safeguard the rights of registrants and others. The present Domain Registration Rules and Procedures have been issued as the part of contractual system created in the subject matter thereof and they shall be adhered to without any special reference being made thereto in the use of the system.

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

The following terms described in these Domain Registration Rules and Procedures (hereinafter referred to as: Rules) shall have the following meaning:

**Domain:** An autonomous Internet domain, a data-base assigning names to a cluster of Internet addresses.

**Domain name:** A technical identifier consisting of alphanumeric characters used first of all for being easier to remember it instead of the Internet addresses indispensable for the Internet communication. These Domain Registration Rules and Procedures are applicable to domain names located directly under the top level domain of .hu or under any of the subordinated second level public domains in the Internet domain system (e.g. companyname.hu, companyname.co.hu). The domain names having titles i.e. the internationalized domain names (IDN in the international terminology) are stored in a coded form in the name servers while they usually appear in a non-coded form on the user's level therefore the „Domain name” is to be understood to be in a non-coded form in these Rules unless otherwise specified.

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

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

**Public domain:** The .hu top level Internet domains as well as the second level Internet domains opened thereunder when required where the 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 the Internet domain identified by a domain name on the basis of an application forwarded by a Registrar.

**Registration:** Recording the data necessary for the delegation in the appropriate databases.

**Granting the right of using the domain name conditionally:** Granting the right to use the domain name applied for technically prior to the delegation.

**Maintenance:** A delegation-maintenance service provided for the registrant wherein the necessary technical and administrative data are stored in the .hu primary and secondary name-servers and databases; they can be accessed through the Internet and are amended as and when required. .

**Registrar:** Any of the service-providing organizations authorized by the Registry managing the affairs relating to domain delegation, registration and domain-maintenance within a contractual relationship with the customer pursuant to the free selection and assignment of the customer applying for or using the domain.

**Application Form:** A document requesting data and declarations from the Domain Applicant or the Registrant; it shall be signed or confirmed electronically by the Domain Applicant or Registrant. The specimen copy of Application Form is an Annex to the Rules and forms an integral part thereof.

**Domain Applicant:** An entity or natural person having submitted an application for delegating a particular domain. In case if the domain applied for is delegated to the Domain Applicant, the Domain Applicant will become a Registrant.

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

**Administrative contact person:** The representative of Registrant in administrative matters relating to the domain.

**Technical contact person:** The representative of Registrant in technical matters relating to the domain..

**Registry:** Manager of public domains (safeguards, maintains and makes available the data relating to the domains delegated under the public domains).

**Records:** Data relating to the domain-delegations saved in the computer system by the Registry.

**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.

**Alternative Dispute Resolution Forum:** a forum, independent of the Registrar and the Registry, providing alternative dispute resolution services, asked by the Registry to proceed according to the provisions set out in the Rules and special procedural rules with respect to applications relating to domain registration.

**Consulting Board (CB):** The Consulting Board consists of independent experts operating in the framework of Alternative Dispute Resolution Forum and forms an opinion about the issues of delegation of domain of conditional service not delegated yet moreover supports the lawfulness of delegation of domain names by its guidance.

**Complainant:** A party having lawful interest in establishing that the delegation of a particular domain name to an Applicant violates the Rules and Procedures.

**Complaine:** a Registrant whose domain name delegation is asked to be established as violating the Rules and Procedures.

**Registration Decision-maker:** A service for settling the disputes operating in the framework of the Alternative Dispute Resolution Forum. The members of this service are independent decision-makers settling the disputes out of the court. They make decisions about the revocation of the delegated domain names from the Registrant or the transfer of the delegated domain names to the Registrant.

**Applicant:** a party asking the Registration Decision-maker to revoke the delegation of a particular domain or to transfer a particular domain to it due to prejudice to its right.

**Applyee:** A Registrant using a domain which the Registration Decision-maker is asked to transfer or revoke.

**Hotline Registration Decision-making Forum:** A service consisting of independent decision makers settling the disputes out of the court in the framework of the Alternative Dispute Resolution Forum. In case of notifications concerning a tortious information communicated under the delegated domains, an illicit behaviour concerning the information or any information violating the rights or legitimate interests of other persons, the members of this service shall make their decisions on the basis of the hotline application of the notifying services maintained for this purpose in Hungary by keeping the Rules and Procedures prescribed exclusively for them.

## **Chapter II: Rules for the application for and registration of domains**

### **1. Application for the delegation of domain**

#### **1.1 Criteria with regard to the Domain Applicant**

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

a) any citizen of the European Union, of a Council of Europe, an EEA or EFTA country, or of a neighbouring country of Hungary, or a person having an ID card, passport or driving licence issued by one of these countries, or

b) any natural person holding a permit for domiciliation in Hungary or

c) i) any entity established by virtue of law,  
ii) entered in the records of or registered with an authority or court, or  
iii) 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,

in the territory of the European Union, of a Council of Europe, an EEA or EFTA country or a neighbouring country of Hungary

d) furthermore, the beneficiary of a trademark registered with the Hungarian Intellectual Property Office or granted protection rights in Hungary.

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.

#### **1.2 General rules of the delegation procedure**

##### *1.2.1 Initiating the delegation of a domain*

1.2.1.1 Such Registrar is entitled to apply for the delegation of a domain as has obtained the respective right on the basis of a contract with the Registry who proceeds on the basis of the relevant mandate from the Applicant.

1.2.1.2 The conclusion by the Domain Applicant in writing or in electronic form of a contract with a Registrar selected by the Domain Applicant on the application for delegation is a precondition for delegation. The application shall be entered by the Registrar in the Records. The terms and conditions in the contract on the application for delegation shall not contradict the dispositions of the Rules and Regulations and the Application Form containing the legal statements of Applicant shall form an inseparable part of the contract. For the lack of other contractual terms and conditions, the Application Form itself shall be regarded as a contract on the application for delegation subject to the terms and conditions set out in the Registry's current Domain Registration Rules and Procedures and the Registrar's current General Conditions of Contract. In case of deviations, the dispositions set out in the Rules and Procedures shall be applied in legal relationships arising by the application for and the use of the particular domain name. In case of disputes, the conclusion of the contract on the application for delegation shall be proved by the Domain Applicant. The lack of contract on the application for delegation shall result in the deletion of the domain.

1.2.1.3 Registrar and Registry may stipulate that the service of application for delegation is subject to the payment of a charge.

1.2.1.4 Domains shall be delegated upon genuine application for immediate use only. Domain Applicant shall provide for the fulfilment as early as of the date of filing the application of the requirements stated in the Rules and Procedures.

1.2.1.5 It is the Registrar's task to record the application with the data in the Records. 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.

## *1.2.2 The Application Form*

1.2.2.1 It is a pre-requisite for the validity of the application that the Domain Applicant provides in the contract all the mandatory data genuinely and correctly in terms of form and content as well, furthermore the Domain Applicant verifies the data and the statements by signing or electronically confirm the Application Form.

1.2.2.2 Where the Domain Applicant is a private person, the Application Form shall be signed or electronically confirmed by the Domain Applicant or by 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 a minor by his or her legal representative, 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 Registrar shall acknowledge the receipt of the Application Form and indicating the time of receipt and 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 or at the change of Registrars on paper or in electronic archives of electronically signed and at least increasingly safe documents for one year upon the termination date of the contract. When changing the

Registrar, a new Application Form shall be filled out and signed or electronically confirmed by the Registrant and kept by the Registrar.

1.2.2.5 Registrar shall be liable to the Registry for the deviations from the rules concerning the completing and keeping the data and declarations by the Applicant.

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 by the Registrant on the Application Form. Domain Applicant or Registrant shall be liable to obtain the approval for public handling of data of other persons named on the Application Form.

### *1.2.3 The managing of the application*

1.2.3.1 The Registrar shall immediately inform the Domain Applicant about any problems in the administration of the application (e.g. deviation from the technical prescriptions concerning the operation of domain etc.) and shall handle the problem in consultation with the Domain Applicant as required by the provisions of the contract concluded with the Registry and by the Rules and Procedures.

1.2.3.2 Registry shall immediately start to process the applications forwarded in full by the Registrar and conforming to the rules and procedures and shall check if the application meets the requirements concerning the technical operability prescribed in Point 11 of these Rules and Procedures. In case if the Registry states that the requirements are not met, it sends back the application to the Registrar by indicating a technical deficiency. The Registrar shall eliminate the deficiency and meet the requirements concerning the technical operability of domain in 14 days upon the date of entering the Records. The application will automatically be deleted in case of neglecting the deadline.

1.2.3.3 Following the checking of the requirements prescribed for the technical operability, Registry shall check if the application meets the further requirements prescribed by the present Rules and Procedures as well as if all the data necessary for the application are available in full and exactly. In case if it is stated that the application meets the requirements prescribed by the present Rules and Procedures as well as it meets the requirements prescribed for the data, the domain applied for will be handed over to the Applicant for a conditional service on the working day following the day of checking procedure.

1.2.3.4 In case if the Registry states that the application is incomplete or it is contrary to the Domain Registration Rules and Procedures, Registry shall return it to the Registrar within the same deadline by indicating the reason. 14 days shall be available to the Registrar for completing the documents or revoking the application. Should the Registrar fail to enter any of these steps in the Records within the given deadline, the application will be automatically deleted.

1.2.3.5 In case if the application is deemed to be complete, it can immediately be used by the Applicant following the checking and it will simultaneously be published in the list of domains waiting for delegation on the web-server of Registry. During the conditional service, the Applicant can use the domain technically but the domain will finally be delegated only in case if no complaint is lodged against it in 8 days upon the day of publication.

1.2.3.6 In case if a complaint is lodged against the published application within the deadline, the domain will either be delegated finally or it will be deleted by the Registry depending on the decision brought by the Alternative Dispute Resolution Forum (procedure by the Consulting Board) pursuant to Point 9.

1.2.3.7 In case if no complaint is lodged against the application within the deadline, the fact of delegation will be recorded and the following data will be registered in the appropriate databases:

- i) name of the delegated domain,
- ii) the technical data of the delegated domain,
- iii) the particulars of the registrant and the contact persons.

1.2.3.8. The Registry is not obliged to perform any pre-screening with respect to the conformity of the domain name selected. The objective of the Registry is to honour all applications sent to it by the Registrar. Should in certain exceptional cases the Registry refuse to honour the application, it can not be called to account. However Applicant can request the Alternative Dispute Resolution Forum (Consulting Board) to proceed against the rejective decision of Registry pursuant to Point 9.

## **2. The domain name**

### **2.1. Formal requirements relating to the domain name**

2.1.1 Domain names shall consist of at least 2 characters up to 40 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) lower case letters with accent of the Hungarian alphabet (á,é,í,ó,ö,ő,ú,ü,ű), furthermore
- c) numeric characters (0-9), furthermore
- d) 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 the domain name**

2.2.1 The Domain Applicant is free to select the name of the domain to be delegated within the framework of law and the Rules and Procedures, at the same time the Domain Applicant shall act with utmost care in selecting the domain name so as the domain name selected by the Domain 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, the right of intellectual property, etc.). Domain Applicants shall be expected to check the commercial register or the trademark database<sup>1</sup>.

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) shocking, horrifying, 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 names published on the web server.

- 2.2.4 In case of delegation directly under the .hu public domain
- a) the local municipality only is entitled to choose a domain name identical with the name of settlement belonging to the municipality
  - b) the official representation only of the particular country is entitled to choose a domain name identical with the name of the particular country (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 in applications for delegation directly under the second level tm.hu public domain as are the trade marks of the Domain Applicant.

## **2.3 Liability for domain name selection**

### **2.3.1 Liability**

- a) for the selection, meaning and use of a particular domain name as well as for the consequences thereof,
  - b) for the lawfulness of domain name selection and use,
  - c) for damage caused to third persons by the domain name selection or use
- shall lie with the Domain Applicant or the Registrant exclusively

### **2.3.2 The Domain Applicant or Registrant 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 and/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, out of the delegation and registration process, the selection, meaning or the use of the domain name, and shall do everything so that the interests of the Registrar or the Registry are not prejudiced.

2.3.3 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 Domain Applicant or the Registrant have been complied with.

2.3.4 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.

2.3.5 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 for suspending or revoking the delegation of

an already delegated domain name if such a domain name is selected as evidently and clearly violates the law.

2.3.6 The Registry shall fulfil the final court decisions relating to the selection or use of the domain name even if it is not party to the action. Neither the Registrar nor the Registry shall be held liable for fulfilling the decision closing the dispute (standpoint, guidance or decision of the Alternative Dispute Resolution Forum), final and binding resolution or such a resolution as is declared enforceable on a preliminary basis.

### **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 entry in the Records by the Registrar of the existence of the contract. The terms and conditions of the contract shall not contradict the Rules and Procedures and the Application Form shall form an integral part of the contract. For the lack of other contractual terms and conditions, the Application Form itself shall be considered a contract on the maintenance of delegation subject to the terms and conditions set out in the Registry's current Rules and Procedures and the Registrar's current General Contractual Terms and Conditions.

During the term of the maintenance of the delegation the Registrant may confirm electronically his/her declarations made earlier on a paper based Application Form, if the Registrar offers such a possibility. In such a case the Registrar must ascertain the identity of Registrant and the correctness of the data in the Register about the Registrant and the Administrative Contact. The Registrar must record in the Register for the given domain both the electronic confirmation of the declaration and the former paper based declaration, and must keep the paper based declaration for one calendar year after the date of the electronic confirmation. Otherwise the paragraphs 1.2.2.4. and 1.2.2.5. pertain to the preservation of the declaration.

No further change of a given domain can be performed at the same time as the electronic confirmation of a paper based declaration.

3.2 The Registrar or the Registry may subject the delegation maintenance service to the payment of charges.

3.3 The Registrant may change the Registrar during delegation any time but a new valid contract must be set up by the Registrant and the new Registrar. Registrant must provide in the contract all the mandatory data genuinely and correctly in terms of form and content as well and confirm the data and the statements by signing or electronically confirm the Application Form.

3.4 During the delegation period, the Registrant shall comply continuously with the terms and conditions set out in the current Rules and Procedures of the Registry. The prescriptions of the actual Domain Registration Rules and Procedures shall apply to the contract on the maintenance of delegation during the delegation period.

### **Chapter IV: Termination of domain delegation**

#### **4. Cancellation 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. Simultaneously with the termination, the Registrar can cancel the technical service of delegation as well especially in case if in spite of sending a reminder the Registrant does not pay the fee of registration or maintenance to the Registrar within the reasonable deadline indicated in the reminder or the Domain name is used for sending spam or offering goods and/or services advertised in the spam under the Domain name contrary to the prescriptions of Point 4 of Acceptable Use Policy.

4.2 In such an event the Registrant shall conclude a new contract on registration 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) The preliminary provisional enforceable resolution of the court forbids the Registrant to use the domain or it is required in the enforceable resolution or final judgement of the court,
- b) the prosecuting authority communicates a good cause to suspect crime in the selection or in the use of the domain name,
- c) it is required in the decision of the Alternative Dispute Resolution Forum,
- d) there is a reasonable suspicion that the data given by the Applicant concerning its personal identity data at the time of application is false..

5.2 The delegation of domain may be suspended by the Registry if

- a) the Registrant fails, in spite of being called to do so, to provide for the conformity of the domain to the requirements defined in the Rules and Procedures,
- b) the domain and/or the use of the domain name causes trouble in the operation of the Internet, or seriously threatens the security of the users.
- c) If at the submission of the application the domain holder did fulfil the criteria set in paragraph 1.1., the Registry may not suspend a domain and may not apply the sanction in paragraph 6.1.f) only because due to a later circumstance the holder no longer fulfils these criteria.

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

5.4 If the suspension has taken place pursuant to article 5.1.d. and no evidence is provided by the Registrant in 15 days that the data is valid the delegation is revoked pursuant to article 6.1.c..

## **6. Revocation and deletion of delegation**

6.1. The delegation shall be revoked by the Registry 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) the application of the entity indicated as a Registrant for getting entered in the records or for registration has been rejected on a final and binding basis,
- c) the personal identity and other 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,

d) by virtue of its fully conclusive statement or a statement contained in a public instrument to the respective Registrar, the Administrative contact person approves that Registrant has died or has wound up its business without any legal successor and the right of using the domain has not been devolved upon another person.

e) 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 within 45 days upon the entering of ceasing or terminating the contract,

f) suspension has taken place pursuant to article 5.2 a) or b) and the reason for the suspension has not been eliminated within 45 days upon the beginning of suspension,

g) Registrant has not attended to entering real and actual data relevant to its personal identification and contact address in the Records,

h) the contract on application for delegation and/or the contract on maintenance or the Registrant's confirmation on accepting the Domain Delegation Rules and Procedures turns out to be missing.

i) the final and binding judgement of the court establishes the unlawfulness of the delegation or the selection or use of the domain or the domain name or it decrees the deletion of delegation or it is forbidden the Registrant by the final and binding judgement of the court to use the name or indication identifying the domain name.

j) it is so required by the Decision of the Alternate Dispute Resolution Forum and the Registrant fails to prove to the Registrar within 30 days upon the date of delivery of the decision that it has applied to a court.

6.2. The revocation of delegation shall be followed by the deletion of delegation. In case of the deletion of delegation, the right of using the domain reverts to the Registry which releases it for a new Application. The Registry is only entitled to revoke or delete the delegation.

6.3 The deletion of delegation shall be followed by a moratorium of 60 days in cases specified in articles 6.1. d), e), f), g), h) during which period only the former Registrant or his or her assign or the person who is able to prove that the domain has originally been applied for on his or her behalf or in his or her favour may file a new application for the domain name by enclosing the necessary certifications. During the moratorium, the domain will be advertised in the public parking list of domains waiting for deletion.

6.4. If the delegation is revoked pursuant to article 6.1.i) or j) and in order to protect the interests of a legal or natural person, the deletion of delegation shall be followed by a moratorium of 60 days, during which period an application for the released domain name may be submitted solely by a party upon the request or to protect the interests whereof the revocation has taken place.

6.5 The delegation shall be revoked pursuant to article 6.1.g) only if - after the Registry gets a notice or suspicion that -

a) the e-mail or postal address of the Registrant or the Administrative contact person is invalid or

b) the Registrant is not real or has died or extinct

the Registry sends written calls by recorded postal delivery to the Registrant, the Administrative contact person and the Registrar requiring to provide valid data and after sending the calls two times the data are not corrected or the postal delivery fails because of the invalid contact data.

## **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 concludes a new contract on application for delegation or on maintenance according to the terms and conditions of delegation as contained in the Rules and Procedures with a Registrar who enters it in the Records and starts the new delegation procedure, and
- b) the new Registrant accepts the Domain Delegation Rules and Procedures by signing or electronically confirm the Application Form.
- c) the transfer has been certified for the contracting Registrar by the new Domain Applicant by means of the original copy of the fully conclusive statement or that contained in a public instrument of the former Registrant, and
- c) the new delegation does not contradict the provisions of the Rules and Procedures.

7.2 Decision on transfer of the domain to the Dispute Applicant may be made by court or the Alternative Dispute Resolution Forum. Even in case of a decision or resolution with such content the domain may be transferred only if the conditions prescribed in article 7.1 are met by the party obtaining the right to use the domain as a result of the transfer.

7.3 During pending Alternative Dispute Resolution or court proceedings in respect of the domain, it is solely the Dispute Applicant or the plaintiff that the domain may be transferred to. Except for those specified in article 8.2, the Registry shall not verify the fact of pending proceedings as that shall be certified to the Registry by the party proceeding with the Registry against the transfer of the domain.

7.4 The transfer process begins with the application for registration at the Registrar as described in articles 7.1.a and 7.1.b and the transfer shall enter into force as of the date the new delegation is completed irrespectively of the date on the transfer statement of the former Registrant. If the person entitled for the representation of Registrant is replaced by another person during the period passing between the date of transfer statement and the beginning of the transfer process, the Registry is entitled to ask for the statement of transfer affirmed by the new representative. When the transfer enters into force, the contract with the former Registrant shall be immediately automatically discontinued.

## **Chapter V: Legal disputes**

### **8. General rules**

8.1 In disputes arising between the Domain Applicant and the Registrar in connection with conformity to the Rules and Procedures the opinion of the Registrar, or if requested by the Registrar, that of the Registry shall be decisive. In case of disputes arising between the Registrar and the Registry the opinion of the Registry shall be determinant.

8.2 The fact of legal dispute on the domain shall be entered by the Registry in the Records on the basis of the request by the party initiating the procedure or on the basis of the court decision. In this case the transfer of the domain shall be restricted pursuant to article 7.3.

8.3 The Alternative Dispute Resolution Forum can be requested to proceed in the legal disputes concerning the application and use of domain. The Consulting Body proceeds in the legal disputes arising prior to the delegation of domain, the Registration Decision-maker proceeds in the legal disputes arising concerning the delegated domains and the Hotline Decision-making Registration Forum proceeds in the legal disputes initiated owing to the injurious content published under the delegated domains. During the proceeding, the Alternative Dispute Resolution Forum uses the rules concerning it as well as the rules

published on the web-server of Registry and on the homepage of Alternative Dispute Resolution Forum.

8.4 The Registry and Registrar shall abide by the statement and decision of Alternative Dispute Resolution Forum and proceeds the delegation of domain as well as the revocation and transfer of the domain already delegated pursuant to the aforementioned statement and decision of Alternative Dispute Resolution Forum. Neither the Registry nor the Registrar are responsible for executing the decision of Alternative Dispute Resolution Forum.

8.5. Following the decision brought by the Alternative Dispute Resolution Forum, the judicial proceedings initiated by the Registrant shall be started against the person (Complainant or Dispute Applicant) initiating the alternative dispute resolution procedure. Neither the Registry nor the organization maintaining the Alternative Dispute Resolution Forum or the Decision maker participating in the decision procedure can change the decision. Registry shall restore the original status quo in case of an enforceable judicial decision affirming the claim of Registrant.

8.6 The Alternative Dispute Resolution Forum provides its services by means of its independent advisers and decision-makers being the members of an organization separated both from the Registry and from the Registrars; this organization has been assigned by the Scientific Association of Council of Hungarian Internet Service Providers for performing the services.

## **9. Settlement of legal disputes prior to delegation (procedure by the Consulting Board)**

9.1 The party who has a legal interest to state that the delegation of domain submitted to the conditional service to a particular applicant conflicts with the rules, can request the Alternative Dispute Resolution Forum to proceed the procedure. The Complainant can submit his complaint by listing the reasons to any of the Registrars chosen by him by indicating a deadline which makes it possible for the Registrar to enter the initiating of procedure in the Records in 8 days upon the first day of publishing the domain on the delegation waiting list and to submit the complaint in 14 days upon the first day. The Alternative Dispute Resolution Forum (Consulting Board) cannot be requested to proceed the procedure in case of failing the deadline. The Registrar of the Domain Applicant is obliged to take over the complaint while the other Registrars can freely decide about the taking over of the complaint. No other Registrars are responsible for any damages caused to the Complainant owing to refusing the taking over of the complaint. .

9.2 The failing of deadline available for initiating the procedure by the Alternative Dispute Resolution Forum (Consulting Board) does not mean that the party concerned has revoked his/her rights concerning the selecting of domain name and has contributed to the delegation of the selected domain name to the applicant of domain.

9.3 In case if an application entered to the Records is not fulfilled owing to the fact that it does not meet the prescriptions of the present Rules and Procedures in the opinion of Registry, the Domain Applicant shall immediately be informed about this fact by his/her Registrar by indicating the reason. In this case the Domain Applicant can request his/her Registrar to ask the Alternative Dispute Resolution Forum (Consulting Board) for proceeding the procedure by indicating a deadline by which it becomes possible for the Registrar to enter the initiation of procedure in the Records in 14 days upon the refusal. The application is automatically deleted in case of failing the deadline.

9.4. 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.

9.5. 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.

9.6 Ad hoc opinions shall contain an opinion as to whether a specific application by a specific Domain 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 upon the order of the Domain Applicant or that of 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 The Consulting Board may form an ad hoc opinion in relation to the question whether the particular domain can be delegated to the particular Applicant or not. If on the basis of the ad hoc opinion, the right granting the using of domain name conditionally is deleted, exclusively the Complainant can apply again for the particular domain in 60 days upon the date of deleting the domain if this intention was indicated in the Records by the Registrar of Complainant when submitting the complaint. .

9.8. The procedural fee for the ad hoc opinion of the Consulting Board shall be paid by the Registrar of the Domain Applicant to the Registry if the Consulting Board resolves that the application by the specific Domain 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.

## **10. Settlement of legal disputes after the delegation (Procedure by the Registration Decision-maker)**

10.1. By applying for a delegation or maintenance of a domain, the Registrant submits itself to the decision of the Alternative Dispute Resolution Forum (Registration Decision-maker) on disputes concerning the domain name. The Alternative Dispute Resolution Forum (Registration Decision-maker) procedure shall be in accordance with the Registration Rules and Procedures and the separate procedural rules of the Forum.

10.2. Upon the delegation of the domain, the transfer or the revocation of a particular domain name from a Registrant may be initiated by a party having a rightful interest in doing so, through an application corresponding to the contents of the procedural rules prescribed for the Registration decision-maker and submitted to the Alternative Dispute Resolution Forum. Simultaneously with the submission of the application, the Dispute Applicant shall pay the procedural fee the amount whereof is specified in the procedural rules.

10.3 The Alternative Dispute Resolution Forum shall decide on revoking or transferring the domain to the Applicant

- a) if

- aa) the domain name is identical or confusingly similar to a name in respect of which a protection is recognised or established by national and/or Community law in favour of the Dispute Applicant; or
  - ab) the domain name is identical or confusingly similar to a name in respect of which a right to use is recognised or established by national and/or Community law in favour of the Dispute Applicant,
- b) and if
- ba) the domain name has been applied for by the Applyee without rights or legitimate interest in the name; or
  - bb) the domain name has been applied for or is being used by the Applyee in bad faith.

10.4 The rules of verifiability of legitimate interest in favour of the Applyee as well as the rules of verifiability of bad faith brought up against the Applyee are contained in the rules prescribed for the Registration Decision-maker.

10.5. The Registrar and the Registry shall implement the decision of the Registration Decision-maker within 30 days upon the receipt thereof. The implementation of the decision shall be suspended by the Registrar and the Registry in the event the Registrant certifies during the deadline of 30 days after the communication of the decision ordering the revocation or transfer of the delegated domain that the Registrant has instituted a legal action against the Dispute Applicant in order to continue the use of the domain. In case of failure to institute such an action or missing to certify the acceptance of this action by the court or in case of a court decision which does not contradict the decision, it shall be implemented by the Registrar and the Registry.

10.6. The Alternative Dispute Resolution Forum may be used by the Dispute Applicant and the Applyee on the basis of mutual agreement, or by the Registry or a Registrar vs a Registrant in order to resolve any dispute in respect of domain names delegated at any time or any disputed issues other than the cases established in these Registration Rules and Procedures.

## **Chapter VI: Miscellaneous provisions**

### **11. Requirements for the technical operability of the domains**

The Domain 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 At least two domain name servers, responding authoritatively to requests received at the TCP and UDP ports 53, shall have permanent IPv4 or IPv6 Internet connection, be accessible and function on an ongoing basis.

11.2 At least two of the domain name servers shall have permanent accessibility on the Internet network independently of each other on the IPv4 protocol.

11.3. The SOA record of the particular domain zone shall be syntactically correct.

### **12. Administrative contact**

12.1 The Domain Applicant or the Registrant shall have the obligation to designate an administrative contact person to represent him or her in matters relating to the domain delegation and registration as well as the maintenance and use of the domain.

12.2 The Domain Applicant or the Registrant shall be regarded as the administrative contract unless they have provided otherwise. Should the Domain Applicant or the Registrant authorise another person, they shall be exclusively responsible for ensuring that such an authorised person undertakes the consequence thereof and accepts the management of his/her personal data in the Records.

12.3. The Registrar shall be notified by the Registrant or the administrative contact himself or herself of any change in the person or the particulars of the administrative contact. Neither the Registrar nor the Registry shall be liable for damage arising out of the failure to notify the Registrar of the changes. In case of failure in notifying the changes the delegation is to be revoked according to article 6.5 of the Rules.

12.4 Such natural or legal person may be designated as administrative contact as has a postal address in Hungary, a working e-mail address and is able to communicate in the Hungarian language.

12.5 Official notices and calls addressed to the Domain Applicant or the Registrant shall be sent to the administrative contact's e-mail address or postal address entered in the Records. It is his or her own responsibility to update the addresses contained in the Records so that he or she is immediately informed of the notices and calls addressed there. Neither the Registrar nor the Registry shall be liable for damage arising out of the failure of notification if the administrative contact can not be reached at the address contained in the Records.

### **13. Miscellaneous provisions**

13.1 The Domain Applicant or the Registrant shall save and hold the Registry and/or the Registrar harmless from any cost arising out of any dispute, damage or claim relating to the domain name delegated for himself or herself or to the delegation and registration proceedings, to the selection, meaning or use of his or her domain name, and do otherwise his or her best to save the Registrar and the Registry from suffering any prejudice to their interests. Neither the Registrar nor the Registry shall be held liable for compliance with the Rules and Procedures and for implementing the decision of the alternative dispute resolution procedure, a final resolution or such resolution as has been declared enforceable on a preliminary basis.

13.2 Administration in the course of domain registration shall be performed usually by way of e-mail (electronic mail) or facsimile. 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 an instrument in writing and 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 Domain 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 Domain 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 Contract on the application for delegation and contract on the maintenance of delegation may be concluded in conjunction, too. Any of the contracts shall be void without the signed or electronically confirmed statement of the Registrant on the acceptance of the Domain Delegation Rules and Procedures and any and all conditions shall be null and void if they contradict the Rules and Procedures. The Domain Applicant and the Registrant shall retain the registration contract(s) or - in case of electronic registration - its electronic confirmation during the domain maintenance period. Registrar shall not be bound to conclude contracts therefore it shall not be liable for not wanting to conclude a contract on the delegation or the maintenance of a particular domain.

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 personal identity of the concerned parties (Domain Applicant, Registrant, transferor, beneficiary, administrative contact person, etc.) to the extent expected thereof, based primarily:

a) for private individuals:

- i) on an old or new type personal identity book,
- ii) on a passport,
- iii) on a permit for domiciliation in Hungary,
- iv) on a driving licence,
- v) on an instrument certifying credibly the citizenship of a European Union, EEA, EFTA country or of a neighbouring country of Hungary.

b) for entities:

- i) on the resolution, registration order by an authority (public administration, chamber of commerce, notary 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 person making representations on behalf of the entity (e.g. specimen signature or affidavit of a registered lawyer),

c) for beneficiaries of trademarks: on the instrument evidencing the protection of trademark,

d) on the qualified certificate of the electronic signature

Where the Registrar or the Registry finds it necessary, then for the sake of safety in judging upon the applications for transfer or major modifications it may ask for the presentation of the registration contract, an instrument identifying the Registrant or other document certifying the respective rights.

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 if entitled to carry on activities defined in the Rules and Procedures, having the human and physical requisites required for the activity and having 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.e.

13.8 Wherever Domain Registration Rules and Procedures or Domain Registration Business Policy Principles (former name for the rules) are mentioned in a contract or in any other instrument, they shall be understood to mean these 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 Rules and Procedures take into force as of 2 May 2017.

**The English translation of the Domain Registration Rules and Procedures and the Application Form is for reference ONLY and the Domain Applicant acknowledges that in case of any dispute the Hungarian official versions of the documents are the legally binding ones.**

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<sup>i</sup> The trade mark data base of the Hungarian Intellectual Property Office is available at the toll free telephone number 06-80-345678 or at <http://www.sztnh.gov.hu>.  
The trade mark data base of the EU's Trademark Office can be accessed at <http://oami.europa.eu/CTMOnline/RequestManager/>.

Application Form for applying for delegation of an Internet domain under .hu public domains  
(Columns to be filled in on a mandatory basis are in bold letters)

**The English translation of the Domain Registration Rules and Procedures and the Application Form is for reference ONLY and by signing this form the Domain Applicant acknowledges that in case of any dispute the Hungarian official versions of the documents are the legally binding ones.**

**Domain name(s) chosen by the Applicant:**

(A list of names can be attached on a signed separate sheet).

New application?       Amendment? Reason: \_\_\_\_\_

**Under which public domain do you ask for the delegation?**

.hu domain       second level public domain, viz.: \_\_\_\_\_

**Identification data of Domain Applicant** (tax number of the entity (or for the lack thereof the registration number) or the personal (identity card) number of private individual:

**Legal Status of Domain Applicant:**

**Full name of Domain Applicant (in Hungarian):**

**Name in English (if not a private person):**

**Postal address of Domain Applicant:**

**Telephone number:**

telefax number:

**e-mail address:**

**Administrative contact designated by the Domain Applicant (if other than Domain Applicant)**

**name:**

**postal address:**

**telephone number:**

telefax number:

**e-mail address:**

I declare that

- I am familiar with, accept and shall comply with the Domain Registration Rules and Procedures in force any time;
- I shall accept the decisions of the Registry and the Registrar in issues relating to the application for, delegation and maintenance of the domain;
- I acknowledge that in case of disputes relating to the conformity of the applications to the Domain Registration Rules and Procedures the Registrar and the Registry will submit themselves to the decision of the Alternative Dispute Resolution Forum moreover neither the Registrar nor the Registry are responsible for the implementation of decision brought during the alternative dispute resolution;
- I guarantee that I have completed this Application Form with real data. I accept that the delegation of the domain is to be revoked in case the data provided are false or I fail to notify the Registrar about changes in data;
- I authorize the handling of my personal data in the registry and that this authorization is legal according to the laws of my country;
- I have the authorization of the private person(s) specified as contact(s) to have his/their personal data handled by the registry;
- I have read the application form in its entirety and approvingly signed, respectively accepted it.

**Date:**

**Name of Domain Applicant (or name of its representative):**

**Due signature**

**Name of the Registrar taking over the application, date of receipt and the signature of the Registrar:**