

DOMAIN REGISTRATION RULES AND PROCEDURES

Exercising the possibilities for self-regulation provided in Act CVIII of 2001 section 15/A, the Scientific Association of 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 registrants 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 being 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 (hereinafter referred to as: Rules) 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 directly under any of the subordinated second level public domains within the internet domain system (e.g. companyname.hu, companyname.co.hu). Internationalized domain names (IDN in international terminology) are stored in a coded form in the name servers, while on the level of users they appear usually in a non-coded form, therefore domain name in these Rules and Procedures is to be understood to be in a non-coded form unless otherwise specified.

Top level domain: A .hu domain 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 on the basis of a claim forwarded by a Registrar.

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

Maintenance: Delegation maintenance service provided for a registrant wherein the necessary technical and administrative data are stored in the primary and secondary .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 domain.

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

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 Domain Applicant, the Domain Applicant will become a Registrant.

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

Administrative contact: Representative of the Registrant in administrative matters relating to the domain.

Technical contact: Representative of the Registrant 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).

Records: 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 invited 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 Rules and Procedures.

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

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.

Dispute Applicant: a party asking the Alternative Dispute Resolution forum to revoke the delegation of or to transfer a particular domain due to prejudice to its right.

Applyee a Registrant using a domain which the Alternative Dispute Resolution Forum is asked to transfer or revoke.

Chapter II: Rules for the application for and the 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 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
- d) furthermore, the beneficiary of a trademark registered with the Hungarian Patent Office or granted protection rights in Hungary, too, provided that the applied domain name is character-by-character identical with the word(s) of the trademark in question.

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 for the delegation procedure

1.2.1 Initiating the delegation of a domain

1.2.1.1. Such Registrant 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 Registrant.

1.2.1.2 The conclusion by the Domain Applicant in writing 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 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 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 immediate revocation 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 tasks 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. The Registrar shall forward the applications accepted by it for the delegation of the same domain name according to the time sequence of receiving the respective orders.

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 on the Application Form all the mandatory data genuinely and correctly in terms of form and content as well, furthermore the Domain Applicant verifies by signing the Application Form the data and the statements.

1.2.2.2 Where the Domain Applicant is a private person, the Application Form shall be signed 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 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 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 by the Registrant and kept by the Registrar.

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. 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 Honouring the application

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

1.2.3.2 The Registry shall process the applications forwarded in full by the Registrar and conforming to the 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 the Domain Registration Rules and Procedures, then it shall return same to the Registrar within the same deadline, specifying the reason.

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 will be recorded and the following data shall be registered in the appropriate databases:

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

1.2.3.5. 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.

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 submitted, 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. Exception is made 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 Domain 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 in favour of the Domain Applicant or in favour of the beneficiary party authorising the Domain 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 or with all accents) stated in the document forming the basis of priority shall agree character by character, but hyphen and characters forbidden in domain names can be omitted. 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. llc. 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) 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.

Furthermore, 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 entry in the records (registration) of the legal entity or the organisation without a legal entity, or
- b) the trademark deed made out by the Hungarian Patent Office, or
- c) the trademark deed made out by WIPO in the event the trademark protection covers Hungary, or
- d.) the trademark deed made out by the European Community Trademark Office (Community Trademark CTM).

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 Domain 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. 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 trademarks, copyrights, etc.). Domain Applicants shall be expected to check the commercial register or the trademark database¹.

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 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 Domain Applicants for domains identified with settlements with a municipality, or
- b) the official representation only of the particular country may be a Domain 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 in applications for delegation directly under the 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 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 (decision of the Consulting Board or 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, furthermore to the terms and conditions of the then current Rules and Regulations being complied with by the Registrant. 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.

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

3.3 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.

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.

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) 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 or in the use of the domain name,
- c) it is required in the decision of the Alternative Dispute Resolution Forum and the Registrant fails to prove within the deadline provided in the procedural rules that it has applied to a court.

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 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) 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 Decision of the Alternate Dispute Resolution Forum or 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 on a final and binding basis,
- 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 or the selection or use of the domain or the domain name,
- b) 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,
- c) the data provided or the documents presented by the Registrant were not genuine at the time of application or the application should have been rejected on the basis of genuine data or documents, or the

change in data recorded in the Records has not been announced by the Registrant and thus it has breached its obligation contained in the Registration Rules and Procedures,

d.) in the event specified in article 1.2.1.2 the contract on application for delegation and/or the contract on maintenance turns out to be missing or the Registrant is not able to prove that it has concluded such a contract originally.

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 only 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) or b), 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 revocation has taken place.

6.5 Because of invalid contact data the delegation shall be revoked pursuant to article 6.2.c) only if - after the Registry gets a notice or suspicion that the postal address of the Registrant or the Administrative contact is invalid - the Registry sends written calls by recorded postal delivery to the Registrant, the Administrative contact and the Registrar requiring to provide valid data and after sending the calls two times the data is 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 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 article 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. 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 between Registrants shall be restricted.

9. Settlement of legal disputes prior to delegation

9.1 If the Complainant objects to the delegation for such a Domain Applicant of a specific domain name selected under a non-priority application, announced publicly on the web server of the Registry as is designated there, 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 that may have been 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 by the deadline. 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 Domain Applicant immediately of the start of the procedure. The Domain 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 of the Domain Applicant or shall send the documents received from the Domain 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 without considering the documents submitted later.

9.4 The Secretariat of the Consulting Board shall send the copy of the documents submitted by the Registrar of the Domain Applicant to the Registrar of the Complainant and wait for a reaction in writing within 8 days. If written reaction is received within the deadline the Secretariat of the Consulting Board shall send the copy of this documents to the Registrar of the Domain Applicant and wait for a reaction in writing within 8 days. In case of failure in meeting the deadlines for reactions the Consulting Board shall conduct the procedure without considering the documents submitted later.

9.5 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 Domain Applicant shall be informed immediately thereof by his or her Registrar indicating the respective reason. The Domain 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. The Registrar shall send in writing (by mail, facsimile or electronic document) the objection made by the Domain 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 deadline, 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 Domain 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 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.

9.7.4 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 specific 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.

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

10.1. The Alternative Dispute Resolution Forum

10.1.1 By applying for a delegation or maintenance of a domain the Domain Applicant or the Registrant submits itself to the decision of the Alternative Dispute Resolution Forum on disputes concerning the domain name. The Alternative Dispute Resolution Forum procedure shall be initiated by a petition submitted by the Dispute Applicant and shall be in accordance with the Registration Rules and Procedures and the separate procedural rules of the Forum. Both the Registrar and the Registry shall submit themselves to the decision made in accordance with these Registration Rules and Procedures and the separate procedural rules by the Alternative Dispute Resolution Forum established for the settlement of legal disputes about domain names. Neither the Registrar nor the Registry shall be held liable for executing the decision.

10.1.2. The services of the Alternative Dispute Resolution Forum shall be provided by such an organisation designated by Magyarországi Internet Szolgáltatók Tanácsa Tudományos Egyesülete (Scientific Association of the Hungarian Internet Service Providers Council) as is independent of the Registry as well as of the Registrars through its independent arbitrators.

10.1.3 Upon the delegation of the domain, the revocation of a particular domain name from a Registrant complained about may be initiated by a party having a rightful interest in doing so, through an application corresponding to the contents of the procedural rules 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.

10.1.4 Upon the submission of the petition according to the rules and the payment of the procedural fee the Alternative Dispute Resolution Forum shall adopt its decision on the basis of declarations and evidence submitted in writing by the Dispute Applicant and the Applyee.

10.1.5 The Alternative Dispute Resolution Forum shall decide on revoking or transferring the domain if

- 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
- 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

and if

- the domain name has been registered by the Applyee without rights or legitimate interest in the name; or
- the domain name has been registered or is being used by the Applyee in bad faith.

10.1.6 A legitimate interest to the relevant domain name may be demonstrated where:

a) prior to any notice of the Alternative Dispute Resolution procedure, the Applyee has used the domain name or a name corresponding to the domain name in connection with the offering of goods or services; or

b) has made demonstrable preparation to do so; or

c) the Applyee has been commonly known by the domain name; or

d) the Applyee is making a legitimate and fair use of the domain name, without intent to resell the domain name or to mislead consumers or harm the reputation of a name on which a right is recognised or established for other person or entity.

10.1.7 Bad faith concerning the application or use of a domain name may be demonstrated, where:

a) circumstances indicate that the domain name was registered primarily for the purpose of selling, renting, or otherwise transferring the domain name for value received to the entitled holder of a name in respect of which a right is recognised or established; or

b) the domain name has been registered in order to prevent the entitled holder of such a name in respect of which a right is recognised or established from reflecting this name in a corresponding domain name, provided that a pattern of such conduct by the Applyee can be demonstrated; or

c) the domain name has not been used in a relevant way for at least two years from the date of registration; or

d) the domain name was registered primarily for the purpose of disrupting the professional activities of a competitor; or

e) the domain name was intentionally used to attract Internet users, for commercial gain, to a website or other on-line location associated with the Applyee, by creating a likelihood of confusion with a name on which a right is recognised for other person or entity, and such likelihood arising as to the source, sponsorship, affiliation or endorsement of the website or location or of a product or service on the website or location associated with the Applyee; or

f) the domain name registered is a personal name for which no demonstrable link exists between the domain name holder and the domain name registered.

10.1.8 The Registrar and the Registry shall implement the decision of the Alternative Dispute Resolution Forum 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 Applyee verifies during the deadline of 30 days that it has instituted an action in order to protect its rights against the Dispute Applicant after the communication of the decision ordering the revocation of the delegated domain. In case of failure to institute an action the decision of the Alternative Dispute Resolution Forum shall be implemented by the Registrar and the Registry.

10.1.9. The detailed rules of the procedures of the Alternative Dispute Resolution Forum are set forth in separate procedural rules.

10.1.10 The Alternative Dispute Resolution Forum may be used by the Dispute Applicant and the Applyee on the basis of mutual agreement 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 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 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) in case the domain has MX record(s), 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-2822 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.

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 responsible for ensuring that such an authorised person undertakes the consequence thereof.

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 and is able to communicate in the Hungarian language. Foreign Domain Applicant or Registrant shall authorise such an administrative contact simultaneously with the application.

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. 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. 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 Application Form 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) 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 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 (card) type personal identity book,
 - ii) on a passport,
 - iii) on a permit for domiciliation in Hungary,
 - iv) on an instrument certifying credibly the European Union citizenship,
- 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 person 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.

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.c.

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 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, taking into force as of January 1, 2009, were adopted by the resolution of the general meeting held of the Scientific Association of the Hungarian Internet Service Providers Council.

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.

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 chosen:

New application? New application with priority? Amendment? Reason: _____

If the name is a trade mark, what is the registration number:

Under which public domain do you ask for the delegation?

.hu domain second level public domain, viz.: _____

Identifier of the 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 private person):

Postal address of Domain Applicant:

telephone number:

telefax number:

e-mail address:

Administrative contact designated by 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 Consulting Board;
- I submit myself to the decision of the Alternative Dispute Resolution Forum in respect of issues relating to the chosen name of the domain, and I acknowledge that in a dispute on a domain name chosen by me I have the right to institute a legal redress action against the Dispute Applicant only and neither the Registrar nor the Registry shall be held liable for executing the decision of the Alternative Dispute Resolution Forum.
- I guarantee that I completed this Application Form with real data. I accept that the delegation of the domain is to be revoked in case the data provided were false or I fail to notify the Registrar about changes in data;
- I have filled in the application form genuinely and that I have perused it completely and signed it approvingly.

Date, name of the representative of the Domain Applicant:

due signature

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

ⁱ The trade mark data base (PIPACS) of the Hungarian Patent Office is available at the toll free telephone number 06-80-345678 or at <http://www.hpo.hu>.

The trade mark data base of the EU's Trademark Office can be accessed at <http://oami.europa.eu/CTMOnline/RequestManager/>.