DOMAIN REGISTRATION POLICY

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This Domain Registration Policy have been established by the Scientific Association of Council of Hungarian Internet Providers by taking on the opportunity of self-regulation provided by Section 15/A of Act CVIII of 2001, in order to ensure the unified order of the registration, delegation and maintenance of public domain names under .hu, as well as to safeguard the rights of registrants and others. The present Domain Registration Policy have been issued as part of the relevant contractual system created and shall be practiced without any special reference being made thereto during the use of the system.

Chapter I: Terms used in the Domain Registration Policy

The following terms used in the Domain Registration Policy (hereinafter: "Policy") shall have the following meaning:

Domain: An autonomous Internet subset, a database assigning names to a set of Internet addresses.

Domain name: A technical identifier consisting of alphanumeric characters, that is used primarily instead of the Internet addresses essential for the Internet communication as they are easier to remember. This Policy are applicable to domain names located directly under the top-level domain of .hu or under any of its second level public subdomains in the Internet domain system (e.g. companyname.hu, companyname.co.hu). The domain names with accentuated letters (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 a non-coded form in this Policy unless otherwise specified.

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

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

Public domain: The .hu top level Internet domain as well as the second level Internet domains opened thereunder when required, where the registration is performed by the Registry. The current list of second level public domains is published by the Registry on their website.

Registration: granting in a legal sense the right of use of an Internet domain identified by a domain name to a Domain Applicant. A registered but non- delegated domain is technically unusable.

Conditionally registered domain: the domain application is entered in the Register but has not yet been adjudicated. A conditionally registered domain is non-transferable, and a change of registrar is not possible at this stage of the domain.
A conditionally registered domain becomes a registered domain (see paragraph 1.2.3) if:

- no complaint is lodged against it or, following any complaint, the Consulting Board decides that the domain is registrable for the applicant, AND
- in the case where the Registry has requested a declaration of good faith from the Domain Applicant due to the possibility of a conflict with section 2.2.2(c) of the Policy and the Domain Applicant has made a proper declaration.

Adjudication: the Registry checks whether the domain name application does not conflict with Section 2.2.2. c) of the Policy, i.e. whether the domain name applied for is delusive.

Declaration of Good Faith: a declaration with an electronic signature based on a qualified certificate accepted in the EU (according to the eIDAS Regulation) or AVDH on magyarorszag.hu. A declaration of good faith shall be made by the Domain Applicant in the

event that the Registry detects a potential conflict with Section 2.2.2 c) of the Policy and notifies the Registrar of the applicant thereof. In the declaration, the Applicant shall declare that he will not use the domain in a deceptive way, but in good faith, in accordance with the Domain Registration Policy and that he will not infringe the rights of any third party.
Breach of the Declaration of Good Faith will result in the revocation of the domain.
The Declaration of Good Faith may also be taken into account during any alternative dispute resolution procedure or provided to the Complainant upon request.

Conditionally Registered-Adjudicated Domain: a conditionally registered domain that has been published on the Registry's website, where the Registry has not found the application to be in conflict of Section 2.2.2. c) of the Policy, i.e. deceptive, or, if so, the Applicant has made a Declaration of Good Faith and it has been accepted by the Registry, i.e. it has been adjudicated positively .

Delegation: granting in a technical sense the right of use of a registered or conditionally registered-adjudicated domain identified by a domain name to a domain applicant. For this, the applicant must ensure that the technical functionality requirements of the domain are met.

Conditionally delegated domain: a conditionally delegated domain is a conditionally registered - adjudicated domain that is published on the Registry's website and for which the technical functionality requirements of the domain are met.
A conditionally delegated domain becomes a delegated domain when the domain is registered.
A conditionally delegated domain is technically usable.

Domain Applicant (or Applicant): A person who submits an application for the registration of a domain. If the domain applied for is registered, the applicant will become a registrant.

Registrant: The person whom the domain has been registered to.

Maintenance: the registration-maintenance service provided for the Registrant, wherein the necessary technical and administrative data are stored in the Register and are amended as required. If the domain is delegated, certain data are also stored on .hu authoritative name servers, and can be accessed through the Internet.

Registrar: a service provider authorised by the Registry managing the affairs relating to domain registration, delegation and maintenance within a contractual relationship with the Domain Applicant or Registrant pursuant to the free choice and assignment of the Domain Applicant or Registrant

Document-based application for a domain: the Domain Applicant enters into a contract of registration-request in connection with the requested domain with a Registrar during which it provides all the mandatory data and makes the necessary statements in accordance with point 1.2.2.1. Domain application statements shall be submitted by the Domain Applicant for the Registrar on paper or electronically authenticated. The Registrar is obliged to forward the application data to the Register.
The domain registered on the basis of this Application Form mentioned in the previously valid versions of the Policy is considered to be a document-based registration, regardless of whether the Application Form has been signed on paper or authenticated electronically.

Domain registered on the basis of a document: a domain that was either applied for on the basis of a document or applied for under one of the confirmation procedures, but later a transition to the document based registration was requested by the registrant.
The amendment of certain data related to the domain registered on the basis of a document, change of registrar and change of registrant is done on the basis of a document.
The domain registered on the basis of the Application Form mentioned in the previously valid versions of the Policy is considered to be a document-based registration, regardless of whether the Application Form has been signed on paper or authenticated electronically.

Confirmation procedure-based application of a domain: the domain applicant enters into a registration application contract with a Registrar in connection with the requested domain during which it provides all the mandatory data and makes the necessary statements in accordance with Section 1.2.2.1. Domain application statements shall be submitted by the Domain Applicant to the Registrar electronically authenticated. The Registrar is obliged to forward the application data to the Register.

Confirmation procedure-based registration of a domain: a domain that has been requested on the basis of a confirmation procedure or on the basis of a document, but the Domain-User later requested transition to a confirmation procedure-based registration.
Changes to certain data relating to a confirmation procedure-based registration of a domain, a change of registrar and a change of registrant shall be made on the basis of the confirmation procedure.

One-Factor Confirmation Procedure: a procedure in which the applicant authorises data change, registrar change or registrant change using a factor in its possession. The Registrar will send a link (URL) to the email address (factor) provided in advance by the applicant, where the applicant will find a temporary website describing the change. Here, they have the option to confirm or reject the intention to change. If they do not confirm the change by pressing the confirm button within the specified time frame, the change will not take effect. The registrant must take special care not to lose control over the factor specified by them and to be able to receive those messages from the Registry. The Registry may introduce additional technical solutions as a factor. One-factor confirmation must always be performed by a natural person with legal capacity, i.e. the use of an automatic computer confirmation system is prohibited.

Two-factor confirmation procedure: a procedure in which the Applicant authorises data change, registrar change or registrant change using the two factors in their possession. The Registrar will send a link (URL) to an email address (first factor) provided in advance by the Applicant, where the Applicant will find a temporary website describing the change. Here, they have to enter the code that the Registry will send to the telephone number provided by the applicant (second factor) - this can be done by voice announcement or by text message. They then have the option to confirm or reject their intention to change. According to the Policy Non-premium rate numbers of countries listed in Section 1.1.1 of the Policy may be provided as telephone numbers. If they do not enter the correct code within the specified time frame, the change will not take effect. The registrant must take special care not to lose control over the two factors specified by them and to be able to receive messages from the Registry on them. The Registry may introduce additional technical solutions as a first or second factor.

Two-factor confirmation must always be performed by a natural person with legal capacity, i.e. the use of an automatic computer confirmation system is prohibited.

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

Registry: manager of .hu public domains , registers, safeguards, maintains and makes available the registered domain names and the data related to them. The Registry is ISZT Nonprofit Kft., an organisation authorised by the Scientific Association of Council of Hungarian Internet Providers to perform the activity.

Register: data relating to the domain-registrations, saved in the computer system by the Registry.

Registry's website: an Internet location for the regularly updated public information in connection with the registration of public domains (http://www.domain.hu).

Alternative Dispute Resolution Forum: a forum independent of the Registrar and the Registry, providing alternative dispute resolution services, called by the Registry to proceed according to the provisions set out in the Domain Registration Policy as well as in separate procedural Policy with respect to legal disputes relating to domain registration.

Consulting Board (CB): consists of independent experts and operates within the framework of Alternative Dispute Resolution Forum on issues relating to conditionally registered domain names and supports the lawfulness of registration and delegation of domain names via its guidance.

Complainant: a person requesting the determination whether the registration of a domain name to a particular Domain Applicant is against the Policy based on Chapter V of this Policy.

Complainee: a domain applicant against whom a finding of non-compliance with the Policy is sought in respect of the domain conditionally registered for him.

Registration Decision Maker: an out-of-court dispute resolution service consisting of independent adjudicators in the framework of the Alternative Dispute Resolution Forum, which decides on the revocation and transfer of domain names already registered from the registrant.

Inquirer: a person asking the Registration Decision Maker to revoke the registration of a domain or to transfer the registration to the Inquirer.

Defendant: the Registrant against which the Registration Decision Maker is required to revoke or transfer the used domain.

Hotline Decision Making Forum (HRMD): an out-of-court dispute resolution service consisting of independent adjudicators within the framework of the Alternative Dispute Resolution Forum, which may proceed in case of notifications concerning tortious information communicated under delegated domains, in case of illicit behaviour concerning the

information or in any case of any report on such information as violates the rights or legitimate interests of other persons, HRMD may act pursuant to applications from the (hotline) notifying services maintained for this purpose in Hungary that have co-operation agreements with the Registry and may proceed by adhering to terms and conditions prescribed specifically for them.

Domain expiry date: the date until which the usage fee of the domain is settled with the Registry. The fee is paid to the Registry by the Registrar.

Chapter II: Policy for the application for and registration of domains

1. Application for a domain

1.2 Criteria regarding the domain applicants

1.2.3 Registration of domains directly under the .hu public domain may be applied for by:

a) any citizen of the European Union, the Council of Europe, an EEA or EFTA country, or of a neighbouring country of Hungary, or a natural person having an ID card, passport or driving licence issued by an authority of such states, or

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

c) any legal entity

i. established by virtue of law,
ii. entered in the Register of or registered with an authority or court, or
iii. a legal 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 the Council of Europe, an EEA or EFTA country or a neighbouring country of Hungary.

d) furthermore, the beneficiary of a trademark either registered with the Hungarian Intellectual Property Office or protected otherwise that is also applicable in Hungary.

1.1.2 Domains under a second level public domain may be applied for by any domestic or foreign natural person or legal entity.

1.1.3 Domain Applicants must be natural persons over 18 years old except in cases of legal succession specified by law (e.g. heritage).

1.2 General policy of the registration procedure

1.2.1 Initiating the registration of a domain

1.2.1.1 The registration is subject to the precondition for the Domain Applicant to apply for the domain at a chosen Registrar according to the contractual terms and conditions of the Registrar in question. The terms and conditions of the contract shall not contradict the provisions of the Policy. In case of deviations, the dispositions set out in the Policy shall be

applied in any legal relationship evolving from the application for and the use of the domain name in question.

1.2.1.2 The Registrar, who has acquired the right to submit a domain registration application on the basis of a contract with the Registry, is entitled to act according to the relevant orders of the Domain Applicant.

1.2.1.3 The service of domain registration-application and maintenance may be subject to fees charged by the Registrar. The Registrar's obligation to pay the fees shall arise towards the Registry upon registration of the application in the Registry.

1.2.1.4 The Domain Applicant shall make sure that the requirements set forth in the Policy have already been met when the application is submitted.

1.2.2 The Application process

1.2.2.1 When applying for a domain, the Domain Applicant shall provide the Registrar, which they have a contract with, the chosen domain name , the contact data of the administrative contact person, as well as the particulars according to the applicable category from below :

a) Natural person applying for domain: name, postal address, notification e-mail address, telephone number, and, as chosen by the Applicant: the number of the identity document (ID card, passport, driving licence or residence permit) or his or her birthdate.
b) Legal person applying for a domain: name, postal address, notification e-mail address, telephone number, tax number, name of legal representative.
c) Individual entrepreneur applying for a domain: name, postal address, notification e-mail address, telephone number, tax number.
d) Heir of a deceased Registrant as domain applicant: name, postal address, notification e-mail address, telephone number, and as chosen by him/her: the number of the identity document (ID card, passport, driving licence or residence permit) or his or her birthdate; as well as: grant of probate or certificate of inheritance or statement of inheritance.
e) Details of the Administrative Contact Person (if the contact person is different from the domain applicant): name, postal address, notification e-mail address, telephone number, in case of an individual entrepreneur, tax number.

It is a pre-requisite for the validity of applications that the domain applicants provide in the application for registration all the mandatory data genuinely as per this clause and declare that:

a) the data provided are valid, and
b) that they agree to the provisions of the Policy and that they will consider those provisions as binding them during the whole term of domain application and registration; and
c) by maintaining the registration, they submit themselves to the decisions of the Alternative Dispute Resolution Forum, and
d) that they have become familiar with the contents of the Privacy Statement and agree that their personal information will be processed as provided therein.

1.2.2.2 In case of document-based application, the Domain Applicant shall provide the Registrar with proof of its notification e-mail address, the information required under Section 1.2.2.1 and the legal statements required therein,

a) in case the Domain Applicant is a natural person, themselves or their authorised representatives,

b) in case of a legal entity, by the legal representatives or their authorised representative,

and submit the above to the Registrar (in the case of a proxy, together with a power of attorney in the form of a notarial deed or a private document providing full evidence). The above information and legal statements may be made on paper by hand signature or authorised signature, in the case of an electronic document, by means of a qualified electronic signature.

1.2.2.3 In the case of a confirmation-based application, the Domain Applicant shall provide the required data in one of the ways offered by the Registrar. The applicant shall provide the Registrar with proof of its notification e-mail address, provide the information required under 1.2.2.1 in electronic form and make the legal statements required therein.

1.2.2.4 The Registrar shall acknowledge receipt of the applications and keep such register as credibly allow to establish the fact and sequence (time) of the receipt of the applications.

1.2.2.5 The Registrar is obliged to forward to the Register all data required for the application. The exact time of the application is the moment from the time stamp set by the Registry's automated computer registration system when it registers the application.

1.2.2.6 Obligation of preservation:

a) For document-based application any documents submitted with the application on paper or electronically and the data and legal statements provided shall be electronically archived and retained by the Registrar for one year its legal relationship with the Registrant is terminated. The legal statements made electronically by the Domain Applicant or Registrant about agreeing to accept and to be bound by the provisions of the Policy will be recorded and archived by the Registry in electronic form.

b) In the case of an application based on a confirmation procedure, the Registrar shall retain the data and legal statements provided with the application in electronically archived form for one year from the day its legal relationship with the Registrant is terminated. The Registrar shall record and archive in electronically the confirmation of acceptance of the statements made by the Domain Applicant or the Registrant pursuant to Section 1.2.2.1.

1.2.2.7 The Registrar shall be responsible to Registry in the application process for forwarding the mandatory data to the Register, for the provision of legal statements and in case of deviation from the Policy on their preservation.

1.2.2.8 The data provided in the application process and any other shared information shall be handled and made available to the public or third parties by the Registry in accordance with

the Privacy Statement. The Registrar shall also be responsible to record the data provided by the Domain Applicant accurately.

1.2.3 Application handling

1.2.3.1 Registrar shall immediately inform the domain applicant of any problem in the administration of the application and shall handle the problem in consultation with the Registry according to the provisions of the contract entered into with the Registry and to the Policy.

1.2.3.2 Registry shall immediately start to process such applications as have been entered in the Register and forwarded by the Registrar in accordance with the Policy.

1.2.3.3 The Registry shall check if the application meets the requirements set forth in Paragraphs 2.1, 2.2.2(a), 2.2.2(b), 2.2.3, 2.2.4 and 2.2.5 of the Policy. If the application does not meet the requirements, the application will be cancelled by the Registry and the Registrar will be notified accordingly. If the name applied for meets the above requirements, the domain will be conditionally registered.

1.2.3.4 The Registry checks the existence and consistency of the mandatory data required for the application. If it realizes that the application is incomplete, it shall notify the Registrar accordingly and indicate the reason within one business day if possible.
The Registrar shall have 30 days from the date of registration of the application in the Register to remedy the deficiency or withdraw the application in consultation with the Domain Applicant. If the Registrar fails to remedy or correct the deficiency (deficiencies) within this period, the application shall be automatically deleted.

1.2.3.5 The Registrar will examine the application, i.e. checks whether the application is not in conflict with point 2.2.2. c) of the Policy (delusive domain name).

a) If the Registrar considers that the application is not in conflict Section 2.2.2. c) of the Policy, the domain will be conditionally registered-adjudicated.
b) If the Registry detects the possibility that the application may violate Section 2.2.2 c) of the Policy, it shall notify the Registrar that the Applicant must submit to the Registrar a Declaration of Good Faith in accordance with the sample document published by the Registry provided with an electronic signature based on a qualified certificate accepted in the EU (in accordance with the eIDAS Regulation), or certified via „AVDH" on the portal magyarorszag.hu with a deadline that allows the Registrar to remedy the deficiency in accordance with Section 1.2.3.4. As long as the Applicant fails to provide the Declaration of Good Faith or fails to provide an adequate declaration, the requested domain shall remain conditionally registered and shall not be delegated. Upon expiry of the 30 days without result, the domain will be deleted.
If the Registry finds the Declaration of Good Faith to be formally and substantively appropriate the domain will be conditionally registered and adjudicated.

1.2.3.6 Following the adjudication as per paragraph 1.2.3.5, the Registry shall publicly advertise the conditionally registered-adjudicated domain name on its website for 8 days in the list of domain names waiting for registration.

1.2.3.7 In case a complaint is filed against a published application during the publication period, the domain will either be registered or it will be deleted by the Registry depending on the outcome of the alternative dispute resolution procedure (procedure by the Consulting Board procedure) as per paragraph 9 of the Policy.

1.2.3.8 If no complaint is filed against the application during the period of advertisement, the domain will be registered.

The Registry's website will display publicly available (whois) at least the following information in relation to conditionally registered or registered domain names:

a) name of the domain,
b) technical data of the domain,
c) particulars of the Registrant in case of a legal entity or an individual entrepreneur,
d) the expiry date of the domain,
e) the Registrar and its contact details.

1.2.3.9 The Registry shall not be held responsible for the registration of a domain name that does not comply with the Policy. The choice of domain name is the sole responsibility of the Domain Applicant, as set forth in Section 2.3 of the Policy.

1.2.3.10 The Registry shall not be held responsible If in particular cases it refuses to fulfil the application on account of non-compliance with the Policy. The Domain Applicant, in accordance with section 9 of the Policy may apply to the Alternative Dispute Resolution Forum (Consulting Board) to proceed against the Registry's negative decision.

2. The domain name

2.1 Formal requirements relating to the domain name

2.1.1 Domain names shall consist of at least 2 and up to 63 characters*.

2.1.2 Characters that can be used in domain names

a) lowercase letters without accent of the Latin alphabet: a-z,
b) lowercase letters with accent of the Hungarian alphabet: á, é, í, ó, ö, ő, ú, ü, ű,
c) numeric characters: 0-9,
d) the hyphen: -

2.1.3 Hyphens shall not be used at the beginning or at the end of the domain name. The domain name shall not contain two hyphens directly following as the third and fourth characters.

2.2 Other criteria relating to the domain name

2.2.1 The Domain Applicant is free to choose the domain name applied for within the framework of laws and the Policy, but the Domain Applicant shall act with utmost care in choosing the domain name so as the application, the domain name, and its usage shall not

violate the rights of other persons or entities (e.g. right of exclusive names, the right of privacy, the right of reverence, the right of intellectual property, etc.). The domain applicants shall be expected to check the commercial register or major trademark databases[i] before choosing the domain name.

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

a) illegal, or
b) incentive to hatred or fear, or
c) delusive.

2.2.3 No such domain name shall be chosen as:

a) is already registered under the particular public domain, or
b) belongs to the protected names published on the Registry's website.

2.2.4 In case of registration directly under the .hu public domain:

a) for settlements in Hungary with local government have the right to choose a domain name identical with the name of the settlement (written in Hungarian and in the local ethnical minority's language where such an official settlement name exists),
b) only the official representation of a county is entitled to choose a domain name identical to the name of the particular country (written in Hungarian or in English).

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

2.2.5 Only trademarks of the domain applicant can be registered under the tm.hu second level public domain.

2.3 Liability for domain name choice

2.3.1 The domain applicant and the registrant have exclusive liability:

a) for the choice, meaning and use of a particular domain name as well as for the consequences thereof,
b) for the lawfulness of domain name choice and use,
c) for damage caused to third parties by the domain name choice or use.

2.3.2 The Domain Applicant or the Registrant shall:

a) exercise appropriate care in choosing the domain name and verify its choice for lawfulness prior to the application,
b) voluntarily give up the chosen domain name if the use of the registered domain name violates he rights of others despite the careful procedure,
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 chosen domain name, or if there is an obstacle to doing so, provide them every help in defending them against the claim,

d) relieve the Registry and/or the Registrar from any costs arising from any legal dispute, damage or claim in connection with the domain name registered thereto, from the delegation and registration process, the choice, meaning or use of the domain name, and shall do everything so that the interests of the Registrar or the Registry not to be 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 choice or the use of the domain name provided that the provisions in the Policy and those in the contract with the Domain Applicant or the Registrant have been complied with.

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

Chapter III: Maintenance of domain registration

3. Maintenance of registration

3.1 Maintenance of registration is subject to the Registrant having a valid contract for maintenance of registration with one of the Registrars and to the entry in the Register by the Registrar of the existence of the contract. The terms and conditions of the contract shall not contradict the Policy. The Registrant shall comply continuously during the term of registration with the requirements of the Policy applicable at any one time.

3.2 The registration maintenance service of the Registrar may be subject to fees.

3.3 Change of Registrar

3.3.1 The Registrant may change Registrar in case of a registered domain. The Registrant shall enter into a new registration maintenance agreement for the maintenance of the domain by submitting a request to the new Registrar of their choice for the maintenance of the domain in accordance with clause 1.2.2, the contractual terms of the respective Registrar and this Section 3.3.

3.3.2 In the case of a document-based registration of a domain, as a general rule, the Registrant also applies for a document-based registration of the domain at the new Registrar. If the Registrant applies for the domain at the new Registrar through the confirmation procedure, then there are two options:

a) simultaneously with this application, the Registrant must submit to the new Registrar the document according to point 3.6.1.1 in which the Registrant requests the change of the domain from the document-based registration to the confirmation procedure-based registration. The Registrant will then approve the request and make the required statements using the confirmation process; or

b) simultaneously with this application, the Registrant must submit to the new Registrar those documents which are necessary to request the transfer to the document based registered domain (the transfer takes place based on documents), and then the Registrar carries out the type change in its own competence in accordance with Section 3.6.1.2.

3.3.3 For domains registered in a confirmation procedure, if the Registrant requests the domain with a confirmation procedure at the new Registrar, the Registrant shall approve or make the change of Registrar and the necessary statements with a confirmation procedure. In this case, the Registry will first use for the Registrant the confirmation factor data that the Registrant provided prior to the change of Registrar. If the Registrant has provided new factor data to the new Registrar, the Registry will also conduct the confirmation process with this new data.

3.3.4 In the case of a domain registered under the confirmation procedure, the Registrant may also request the domain at the new Registrar using the document-based procedure. The Registrant approves the change of Registrar and makes the required declarations through a confirmation procedure. In this case, the Registry will use for the Registrant the confirmation factor data provided by the Registrant to the Registrar of the domain prior to the change of Registrar.

3.3.5 The Registrant shall always perform the confirmation procedure within 14 days from the sending out day of the request for confirmation by the Registry.

3.3.6 If the Registrar's contract with the Registry to act as Registrar is terminated, the Registrar change shall happen as follows:

3.3.6.1 If the contract

a) is terminated by the Registrar or the Registrar by notice, it shall be entitled to appoint another Registrar in its place at latest by the expiry of half of the notice period. If half of the notice period would be less than 30 days, the appointment shall be done within 30 days of the termination notice,
b) is terminated by the Registrar with cause, within 30 days of the date of the termination notice

it shall be entitled to appoint another person to act as Registrar (New Registrar) in its place. If the New Registrar does not replace the old Registrar by transferring the existing domain name maintenance contracts with the Domain Applicants, the New Registrar shall be deemed to be the winner of the tender procedure pursuant to Section 3.3.6.3 and the New Registrar shall act accordingly. The Old Registrar shall, no later than at the same time as the New Registrar is appointed, provide the Registry with its written acceptance, together with a joint declaration by the Old and New Registrar as to whether the change of Registrar will be effected by the New Registrar transferring the existing contracts with the Applicants.

3.3.6.2 If the Registrar fails to nominate a new Registrar to replace itself within the time limit set out in Section 3.3.6.1, or if the contract referred to in Section 3.3.6 is terminated by the Registry with immediate effect, the Registry shall conduct a tender procedure among the Registrars.

3.3.6.3 If a tender procedure has been conducted due to termination or because a New Registrar appointed pursuant to 3.3.6.1 is deemed to be the winner of a tender, the New Registrar shall notify all affected Registrants (using the email and/or postal contact details provided in the Registry) within 10 days. The Registrant shall be entitled to decide whether to enter into a domain maintenance contract with the New Registrar or with any other Registrar. At the same time as notifying the successful tenderer, the Registry shall record in the Registry that the registration maintenance contract has been terminated in accordance with Section 6.1e). In the event of a repeated tender, the 45-day time limit under point 6.1.e) shall restart at the same time as the notification of the new winner of the new tender.

3.3.6.4 If the Registry determines that the application was unsuccessful despite several attempts, it shall record in the Registry, in accordance with point 6.1.e), that the registration maintenance agreement has been terminated and shall notify the Registrants at their registered email address. In this case, in order to maintain the domain, the Registrants must enter into a new maintenance contract with any Registrar in accordance with clause 4.2 of the Domain Registration Policy.

3.4 During the registration period the Registrant shall have an administrative contact person. Policy relating to the administrative contact person is set forth in Section 12 of the Policy.

3.5 Changes in the details of the Registrant

3.5.1 The Registrant shall be held liable to notify its Registrar of any change in data provided as per paragraph 1.2.2.1 forthwith after such changes occur.

3.5.2 Where the Registrant is a legal entity that had started its operations before being entered in the Register or being registered, it shall be held liable to report immediately to its Registrar upon receipt of a decision of registration denial.

3.5.3 The data of the Registrant shall be modified in a way where the change in data are reported by the Domain Applicant to Registrar, who will forward it to the Register.

3.5.4 In case of a document-based registered domain, the Registrant must certify the change by a document if:

a) for legal persons: their tax number and/or name have changed, including name change and succession (e.g. merger, amalgamation, division, etc.), but excluding transfer, the rules for which are set out in point 7;
b) for natural persons: change of name and succession (including inheritance but excluding transfer) and/or change of identification number.

The Registrar shall forward the documents to the Registry electronically.

3.5.5 In case of a domain registered based on a confirmation procedure, the Registrant must approve the data change by a confirmation procedure if:

a) factor data changes (in which case they must verify the change with both the original and the new factor data), or

b) for legal persons: their name have changed, including name change and succession (e.g. merger, amalgamation, division, etc.), but excluding transfer, and their tax number have changed;
c) for natural persons: change of name and succession (including inheritance but excluding transfer) and change of identification number.

The rules on modifications due to transfer are detailed in Section 7 of the Policy.

3.5.6 In the case of a domain registered based on a confirmation procedure, if the Registrant changes data in the Registry that does not require a confirmation procedure, the Registrar or the Registry shall notify the Registrant by e-mail of the data change.

3.5.7 In the case of a domain registered based on a confirmation procedure, if the Registrant loses control of one of their controlling factors (e.g. the email address or telephone number is discontinued), the Registrant may apply for the replacement of the factor data at the Registrar. The Registrar may provide two procedures to the Registrant:

3.5.7.1 Completion of the Factor Data with a declaration by the Registrant:

a) The Registrant provides the new factor data in a statement submitted to its Registrar in a private document of at least full or probative value.
b) The Registrar forwards the data electronically to the Registry, after which the Registry first initiates a confirmation procedure with the original confirmation factor(s), during which the Registrant, if it still has control over these factors, can block the requested factor data changes.
c) If the Registrant does not prohibit the change of the factor data with the original factor(s) within 3 working days, then Registry shall check the declaration and then initiate the confirmation procedure with the new factor data, during which the Registrant may confirm or reject the change.

3.5.7.2 Replacement of the factor data through the identification of the Registrant:

a) The Registrant provides its Registrar with the new factor data.
b) The Registrar - after the identification of the Registrant- forwards the data electronically to the Register, after which the Registry carries out the confirmation procedure with the new factor data.

3.6 Changing between document-based and confirmation-based registration procedures

3.6.1 A document-based registered domain can be changed to a confirmation procedure-based registered domain by a Registrant. The Registrar may provide two procedures to the Registrant:

3.6.1.1 Change of Register type with the declaration of the Registrant:

a) The Registrant shall declare the migration at least in a private document of full probative value and at the same time shall provide the details of the controlling factor(s).
b) The statement must be sent by the Registrant to its Registrar, and the Registrar must send it to the Registry electronically. The Registry will then check the declaration and then conducts the confirmation process.

3.6.1.2 Change of Register type through the identification of the registrant:

a) The Registrant shall apply for the change at its Registrar.
b) The Registrar - after the identification of the Registrant - forwards the application electronically to the Register, after which the Registry carries out the confirmation procedure.

3.6.2 A domain registered under a confirmation process can be changed by a Registrant to a document-based registered one. In this case, the Registrant issues a statement about the transfer in a private or public document with full probative value (including an electronically authenticated document). The statement must be sent by the Registrant to the Registrar, who must send it to the Registry electronically. The Registry will then conduct the confirmation process.

3.6.3 It is possible to change from a one-factor confirmation procedure to a two-factor one by requesting this form the Registrant at the Registrar giving the telephone number. The Registrar forwards the request to the Registry and the Registry conducts the confirmation procedure.

3.6.4 In case of the procedures specified in Section 3.3.2.2 and 3.5.7.2 and 3.6.1.2, the Registrar shall pay special attention to forward the factor data of the Registrant to the Register accurately, and, before that, to the identification of the Registrant The Registrar shall have exclusive liability for the accurate forwarding of the data and for carrying out the identification of the Registrant.

3.6.5 If, in case of any domain registered based on confirmation procedure, the Registrant claims that its domain registered based on documents was migrated to a domain registered based on confirmation procedure despite the Registrant intention, or that in factor data recorded in the Register by the Registrant's Registrar are not the ones intended by the Registrant, then the Registrant may file a complaint with its Registrar within 30 days of becoming aware of the above and the Registrant may demand the restoration of the original condition, provided that the modification took place without any declaration incorporated in private document of full probative value and forwarded to the Registry (i.e. according to Sections 3.2.2 or 3.5.7.2 or 3.6.1.2). The Registrar of the domain is obliged to accept the Registrant's complaint and shall enter the complaint in the Register.

The Registrar shall respond to the Complaint within 30 days. If the Registrar deems the Complaint verified, then the Registrar shall turn the domain back into a domain registered based on documents or shall restore the original factor data.

If the Complaint is rejected or if the Registrar fails to respond within the deadline, the Registrant shall have the right to the following:

a) may submit a complaint to the Registry within 15 days. The Registry shall investigate within 30 days whether the Registrar acted compliantly, and therefore in particular whether it can be verified that the identification of the Registrant took place. If the Registry notices any irregularity, then the Registry calls the Registrar to comply with the legitimate complaint of the Registrant. If this is unsuccessful, then the Registry shall turn the domain back into a domain registered based on documents or shall restore

the original factor data, provided that the Registrant confirmed this demand in a private document of full probative value.

b) If the Complaint is rejected by the Registry, then the Registrant may request within 15 days that the Registration Decision Maker conducted the procedure specified in Section 10.6.

Chapter IV: Termination of domain registration

4. Cancellation of registration

4.1 If the Registrar decides to terminate the contract for maintenance of registration, it shall notify the Registrant thereof and enter the fact of termination in the Register. At the same time of the termination, the Registrar may cancel the technical service of delegation as well, especially if the Registrant does not pay the fee of registration or maintenance to the Registrar in spite of a notice, within the reasonable deadline specified in the notice, or if the usage of the domain name is in conflict with the Acceptable Use Policy[ii] ,i.e. used for sending spam or offering goods and/or services advertised in spam under the domain name, contrary to the provisions of Paragraph 4 of the Acceptable Use Policy.

4.2 If the domain registration maintenance agreement is terminated for any reason, the Registrant must enter into a new registration maintenance agreement with another Registrar of their choice.
The new maintenance contract shall be entered into by the Registrant with the new Registrar with a deadline that enables the Registrar to enter the signing of the new contract into the Register within 45 days of the date of termination of the previous contract.

4.3 In case the Registry notices that a Registrant has been deleted on a final and binding basis without a legal successor, it shall notify the Registrar or Registrars of the domain(s) concerned. The Registrar(s) shall have 30 days to settle the situation, during which time even the procedure described in Section 6.3.3 may be carried out. If the settlement of a situation with regard to a domain is not resolved, the Registrar(s) concerned shall record the fact of termination of the relevant contract in the Register.

If a Registrar does not record the fact of termination of the contract in the Register by the end of the 30th day, the Registry shall do so.

5. Suspension of registration

5.1 The registration of domain shall be suspended by the Registry if:

a) a preliminary provisional enforceable decision of the court forbids the Registrant to use the domain or it is required in an enforceable resolution or final judgement of the court.

b) the prosecuting authority communicates a good cause to suspect crime in the choice of the domain name, or in use of it.

c) it is required in the decision of the Alternative Dispute Resolution Forum,

d) the circumstances provide ground for concluding that:

1. the data given by the Registrant in the application for the purpose to be identifiable was false, or
2. no consent has been given to the Registrant to handle the personal data of the natural person appointed as administrative contact person.

5.2 The registration of domain may be suspended by the Registry if:

a) the Registrant fails, despite being called to do so, to ensure the conformity of the domain with the requirements defined in the Policy,

b) the domain and/or the use of the domain name causes technical malfunction in the operation of the Internet or seriously threatens the security of the users,

c) if at the time of submission of the application for the domain the Registrant met the criteria set forth in paragraph 1.1, the Registry shall not suspend the domain and shall not apply the sanction from the paragraph 6.1 f) of the suspension only because due to a later circumstance the Registrant no longer complies with this specific clause of the Policy.

5.3 During suspension the technical service of domain registration is suspended, but the identity of the Registrant remains unchanged.

5.4 If the domain has been suspended pursuant to paragraph 5.1 d) 1, the registration will be revoked according to paragraph 6.1 c), except when the Registrant proves within 15 days that the data provided in the application process was genuine. If the domain was suspended pursuant to paragraph 5.1 d) 2, then the provisions described in paragraph 12.8 shall be followed simultaneously with the suspension.

6. Revocation and deletion of registration

6.1 The registration shall be revoked by the Registry if:

a) the Registrant waives its right to using the domain by virtue of a statement notarised or included in a private document providing conclusive evidence and sent to the Registrar.

b) the application of a legal entity indicated as a Registrant in the Register for getting officially registered has been rejected on a final and binding basis,

c) the statements made, the documents presented or the data provided by the Registrant for the purpose to be identifiable at the time of application or transfer were not genuine,

d) the Administrative Contact Person attests beyond reasonable doubt that the Registrant has deceased or the legal entity has been dissolved without any legal successor and that the right of using the domain has not been devolved upon another person,

e) the Registrar or the Registry enters into the Register that the contract for maintenance of registration has ceased to exist or it has been terminated by the Registrar and no Registrar enters into the Register the fact of having entered into a contract with the Registrant for the maintenance of registration within 45 days,

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

g) the Registrant has not ensured that the Register contains genuine and actual data relevant to their identification and contact addresses,

h) the contract for application and/or for maintenance of registration, or the legal statement on accepting the Policy has turned out to be missing,

i) the enforceable decision, final and binding judgment of the court establishes the unlawfulness of the registration, the domain or domain name choice or the use of the domain or it orders the registration to be revoked or prohibits the Registrant on a final and binding basis from the usage of the name or mark that identifies the domain name,

j) it is required by the decision of the Alternative Dispute Resolution Forum and the Domain Applicant fails to prove to the Alternative Dispute Resolution Forum within 30 days upon the date of delivery of the decision that it has applied to a court.

k) the Registrar or the Registry has recorded in the Register in accordance with paragraph 4.3 that the contract for maintenance of registration has ceased to exist and within 45 days no Registrar enters into the Register the fact of having entered into a contract for the maintenance of registration with a person who complies with paragraph 6.3 and encloses the necessary certifications.

6.2 The revocation of registration will be followed by the deletion of registration. In case of the deletion of registration, the right of using the domain reverts to the Registry which releases it for a new application. The right to revoke or delete the registration can be exercised by the Registry only.

6.3 The deletion of registration shall be preceded by a moratorium of 60 days after revocation pursuant to paragraphs 6.1 d), e), f), g), h), k) during which period only the following persons have the right to submit a new application for the domain by enclosing the necessary certifications:

1) the registrant registered at the time of the revocation, or
2) the legal successor of the Registrant registered at the time of the revocation with respect to the right of using the domain, or
3) a person – who in case the Registrant has been deleted on a final and binding basis without a legal successor:
    1. is able to prove that the domain has originally been applied for upon mandate, or solely in its favour or its use, or
    2. fully aware of his criminal responsibility, declares in a private document providing conclusive evidence that he/she:
        a. is not aware of the transfer of the domain by the Registrant to anybody prior to its deletion, and
        b. is the one who has been using the domain on an ongoing basis since the final deletion of the Registrant on record, and

provided that the respective Registrar also makes a statement being fully aware of their criminal liability, that the stipulations in paragraph 6.3 3) 2. a. have been fulfilled. When applying under paragraph 6.3 3) 2 hereof, an original copy of the private document providing conclusive evidence shall be handled over by the Domain Applicant to the Registrar, and the Registrar will be obliged to retain it in original and forward it in electronic form to the Register.

Section 6.3.3) may also be applied during the procedure according to section 4.3.

The conditions in paragraph 7.1 a) and b) must be also applied to any person obtaining the right to use a domain pursuant to this paragraph 6.3.

During the moratorium, the domain will be published on the public parking list of domains waiting for deletion.

6.4 If the registration is revoked pursuant to paragraph 6.1. i) or j) and in order to protect the rights of a legal or natural person, the deletion of registration shall be followed by a moratorium of 60 days, during which an application for the released domain name may be submitted solely by the party that initiated the proceeding and whom rights has been protected by the revocation.

6.5 The registration shall only be revoked pursuant to paragraph 6.1. g) only after the Registry gets a notice or suspects 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 has been dissolved,

a notification by recorded postal delivery to the Registrant or to the administrative contact person and to the Registrar of the Registrant concerned, requiring them to provide valid data bring no result or the registered postal delivery fails because the invalid contact data.

7. Transfer of registration

7.1 The Registrant may transfer the right to use the domain to a new Domain Applicant, provided that:

a) The new Domain Applicant submits a request to a Registrar of his choice to maintain the domain in accordance with point 1.2.2, and with the contractual terms of that Registrar.
b) in some cases detailed in point 7.2, it is a mandatory condition of the transfer, in other cases it is an optional requirement that the new Domain Applicant submits the transfer statement of the transferring Registrant to the Registrar in the form of a fully authentic private or public document. The statement shall be transmitted electronically to the Registry by the Registrar. The different cases are detailed in the following subsections.
c) If the transferring Registrant has made a declaration of good faith in connection with the application for the domain, the new Domain Applicant shall also be obliged to make a declaration of good faith, if the Registry is of the opinion that the suspicion of deception exists in the case of the new Applicant as well. In this case,

the new domain Applicant can submit only a document-based application for the transfer.

The transfer procedure begins with the application described in point a) at the Registrar. The transfer shall take effect on the date of the new registration. Upon entry into force, the registration maintenance agreement of the transferring Registrant will automatically terminate. Conditionally registered domains may not be transferred.

7.2 Different cases of transfer

7.2.1 Transfer when, in the case of a document-based registered domain, the new Applicant submits a document-based application:

a) In this case, the condition for the transfer is that the new Domain Applicant complies with point 7.1.b).
b) If there is a change in the person entitled to represent the transferring Registrant between the date of the transfer declaration and the initiation of the transfer procedure, the Registry is also entitled to request a declaration from the new representative approving the transfer.

7.2.2 Transfer, when in the case of a confirmation procedure-based egistered domain, the new Applicant submits a document-based application:

a) In this case, the transferring registrant authorises the transfer through a confirmation procedure. During the confirmation procedure, the transferring registrant has the option to reject the transfer.
b) The new Domain Applicant complies with point 7.1.b).
c) If the new domain Applicant complies with point 7.1.b) and the transferring registrant does not reject the transfer within 14 days in the confirmation procedure, the domain will be registered to the new domain Applicant.

7.2.3 Transfer, when, in the case of a document-based registered domain name, the new applicant submits a confirmation procedure-based application:

a) In this case, the condition for the transfer is that the new Domain Applicant complies with point 7.1.b).

7.2.4 Transfer when, in the case of a confirmation procedure-based registered domain, the new applicant submits a confirmation procedure-based application:

a) In this case, the transferring registrant authorises the transfer through a confirmation procedure.
b) The new Domain Applicant may comply with point 7.1.b) for their own safety.

7.2.5 If, in the case of a domain registered based on a confirmation procedure, the former Registrant, after the transfer, alleges that the transfer was abused in the absence of any will, they have the opportunity to file a complaint with a Registrar within 30 days and reclaim the use of the domain. Complaints from a previous registrant may be accepted by any Registrar, but it is the responsibility of the Registrar of the domain to accept and enter the complaint in the Register. If the transfer took place together with a change of Registrar, the complaint must also be accepted by the Registrar of the previous Registrant.

The acting Registrar shall ask the new Registrant to submit the deed of the transfer within 5 working days. If the new Registrant does not send the deed of the transfer to the Registrar handling the complaint despite the notification, the Registry will restore the original condition prior to the transfer by registering a transfer prohibition for the domain for 30 days.

The former Registrant may request the Registration Decision Maker conducted the alternative dispute resolution procedure specified in Section 10.7 within 30 days from the date of dispatch of the transfer deed to the Registrar, and the new Registrant may request the same within 30 days from the date of restoration of the original status. For the duration of the alternative dispute resolution procedure, the transfer restriction registered to the domain will be extended.

7.2.6 If, during a transfer process, the transferor authorises the transfer through a confirmation procedure, no further transfer of that domain may be initiated for 30 days thereafter.

7.2.7 The transfer does not affect the expiry date of the domain.

7.3 A court or the Alternative Dispute Resolution Forum may also decide to transfer the domain to an applicant. The transfer of the domain may also take place in the case of such a decision or resolution only if the holder of the right to use the domain meets the conditions set out in section 7.1 a) and the decision or resolution is sent to the Registry by the Registrar or otherwise.

7.4 During an ongoing alternative dispute resolution or court proceeding involving a domain; the Registry will limit the transfer of the domain until the end of the proceedings so that the domain can only be transferred for the benefit of the applicant or claimant. The Registry, with the exception of those specified in Clause 8.2 does not verify the fact of the ongoing proceedings, it is the responsibility of the interested party to certify it to the Registry.

Chapter V: Legal disputes

8. General provisions

8.1 In the case of any disputes arising between the Domain Applicant and the Registrar in connection with conformity to the Policy, the resolution of the Registrar or if requested by the Registrar, the opinion of the Registry shall be applied. In case of disputes arising between the Registrar and the Registry, the opinion of the Registry shall be applied.

8.2 The fact of legal dispute on a domain shall be entered by the Registry into the Register upon the request by the party initiating the proceedure or on the basis of the court decision. In case of such requests, the transfer of the domain shall be restricted pursuant to paragraph 7.4.

8.3 The Alternative Dispute Resolution Forum's proceedings are available for legal disputes concerning the applications and use of domains. The Consulting Body proceeds in legal disputes arising prior to the registration of domains. The Registration Decision Maker proceeds in legal disputes arising in respect of already registered domains with the Hotline Decision

Making Forum proceeds in legal disputes initiated because of injurious content published under the registered domains. The Alternative Dispute Resolution Forum shall proceed according to the Policy published on the Registry's website and on the homepage of the Alternative Dispute Resolution Forum.

8.4 The Registry and the Registrar submit to the resolution, decision or determination of the Alternative Dispute Resolution Forum and shall proceed accordingly in respect of the registration revocation and transfer of domains already registered. Neither the Registry nor the Registrar shall be held responsible for executing the decisions of the Alternative Dispute Resolution Forum.

8.5 Following the decision made by the Alternative Dispute Resolution Forum, the court procedures initiated by the Registrant shall be started against the person (Complainant or Inquirer) who had initiated the alternative dispute resolution procedure. Neither the Registry, nor the organisation maintaining the Alternative Dispute Resolution Forum, nor the decision-maker participating in the procedure can change the decision. The Registry shall restore the status in case of an enforceable court decision affirming the claim of the Registrant.

8.6 The Alternative Dispute Resolution Forum's services are provided by means of independent advisers and decision makers, being members of an organization appointed by the Scientific Association of Council of Hungarian Internet Providers and are independent from both the Registry and the Registrars.

9. Settlement of legal disputes prior to registration (procedure by the Consulting Board)

9.1 Anyone may request the proceeding of the Alternative Dispute Resolution Forum (Consulting Board) if they have a rightful interest in determining that the registration of a domain granted for conditional use to a Domain Applicant is in conflict with the Policy.

Indication of a Complaint: the Complainant may indicate a complaint to any of the Registrars of his/her choice, with a deadline that makes it possible for the Registrar to enter the indication of the complaint in the Register within 8 days of the date of publication of the application against which the complaint is indicated. The Registrar of the Complaint shall receive the indication of the complaint and forward it tho the Register, while any other Registrar may be free to choose to do so. No othe Registrar shall be held liable for any loss or damage which the Complainant may suffer as a result of refusing to accept the indication of a complaint.

The Registrar is entitled to request the payment or deposit of the procedure fee in advance from the Complainant.

Filing of the Complaint: after the Complaint has been indicated, the Complainant may file the Complaint by stating the reason for the Complaint, to any Registrar of his/her choice, with a deadline that allows the Registrar to enter it in the Register within 14 days from the starting date of the publication of the application complained against.
The complaint must be received and forwarded to the Registry by the Registrar of the application complained against, while other Registrars are free to decide. No other Registrar

shall be held liable for any loss or damage which the Complainant may suffer as a result of refusing to accept the complaint. The Registrar shall be entitled to request the payment or deposit of the procedure fee in advance from the Complainant if this has not been done at the time the complaint is indicated.

If the above deadlines are not met, the Alternative Dispute Resolution Forum (Advisory Body) cannot be requested to act.
By submitting a complaint, the Complainant gives his/her consent to the processing of his/her personal data in accordance with the Privacy Notice.

9.2 Failure to meet the deadline available for initiating the procedure by the Alternative Dispute Resolution Forum (Consulting Board) cannot be interpreted as if the party concerned has given up its rights relating to the choice of the domain name and has given consent to the registration of the chosen domain name to the Domain Applicant.

9.3 If an application entered in the Register is not fulfilled because according to the opinion of the Registry, it does not meet the requirements of the Policy, the Domain Applicant shall immediately be informed about this fact and its reasons by its Registrar. In such case the domain applicant can request its Registrar to ask the Alternative Dispute Resolution Forum (Consulting Board) to proceed with a deadline that allows the Registrar to enter the initiation of procedure into the Register within 14 days from the refusal date. The application will be automatically deleted if the deadline is not met.

9.4 The Consulting Board shall form conceptual or case-by-case resolution in relation to the conformity of the domain applications to the Policy. The Registry and the Registrar shall submit themselves to the Consulting Board's resolutions and shall grant or reject the applications for registration in accordance with the provisions set forth therein.

9.5. The conceptual resolution shall contain such general guidance in relation to the conformity of applications to the Policy as is binding for the Registrar and the Registry. A conceptual resolution of the Consulting Board may be requested by the Registry.

9.6 The Consulting Board may bring a case-by-case resolution in relation to whether the domain in question can be registered to the particular applicant or not. If on the basis of the resolution, or due to withdrawal of the application by the Domain Applicant the domain granted for conditional use is deleted, no one but the Complainant is entitled to submit new application for the particular domain for 60 days from the date of deleting the domain, provided this intention was indicated in the Register by the Registrar of the Complainant when the complaint was submitted.

9.7 The procedural fee for a case-by-case resolution of the Consulting Board shall be paid by the Registrar of the Domain Applicant to the Registry if the Consulting Board decides that the Complainee's application for the domain cannot be granted. If the Complainee's application for the domain can be granted, the fee

a) shall be paid by Registrar of the Complainant in case of procedures started as per 9.1
b) shall be borne by the Registry in case of procedures started as per 9.3.

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

9.8 The procedure of the Consulting Board may also be requested in the event of a dispute related to the transfer of the domain, as regulated in clause 7.2.5. The provisions of this Section 9. shall apply to the procedure of the Consulting Board, with the exceptions specified in Section 7.2.5.

10. Settlement of legal disputes after the registration (Procedure of the Registration Decision Maker)

10.1 By submitting an application for a registration of a domain and by maintaining the registration, the Registrant agrees to bound by the decisions of the Alternative Dispute Resolution Forum (Registration Decision Maker), acting according to this Policy and according to other provisions for resolving disputes relating to the chosen domain name in case a request to this end has been submitted.

10.2 Following the registration of the domain, the revocation or transfer of a particular domain name from the defendant registrant may be initiated by a party having a right to use the particular name through an inquiry that complies with the Policy of the Registration Decision Maker and is submitted to the Alternative Dispute Resolution Forum. Simultaneously with the submission of the inquiry the applicant shall pay the procedural fee the amount whereof is specified in the Policy and regulations of the Registration Decision Maker.

10.3 The Alternative Dispute Resolution Forum shall order the domain name to be revoked or transferred to the Inquirer,

a) if:

aa) the domain name is identical or confusingly similar to a name protected by national or community law in favour of the Inquirer, or

ab) the Inquirer has the right to use the domain name under a statue in the national or in the community law,

b) and if:

ba) the domain name has been applied for by the Defendant without rights to or legitimate interest in the name, or

bb) the domain name has been applied for or has been used by the Defendant in bad faith.

10.4 The detailed Policy of verifiability of the legitimate interest in favour of the Defendant as well as of the bad faith against the Defendant are contained in the Policy of the Registration Decision Maker.

10.5 The Registrar and the Registry shall execute the decision of the Registration Decision Maker in 30 days upon the receipt thereof. The execution of the decision shall be suspended by the Registrar and the Registry in the event the Defendant Registrant certifies during the deadline of 30 days after the notice of the decision ordering the revocation of transfer of the registered domain to the Inquirer that the Registrant has instituted a legal action against the Inquirer in order to continue to use the domain. In case of failure to institute a legal action or of certification of initiation or in case of notice about a court decision that ends the proceedings on a final and binding basis and does not contradict the decision in merit, the decision shall be executed by the Registrar and the Registry.

10.6 In case of any legal dispute specified in Section 3.6.5, the registrant may initiate the procedure of the Registration Decision Maker against the decision of the Registry rejecting the complaint by submitting an application to the Registry. The application submitted within the deadline shall be forwarded by the Registry to the Registration Decision Maker. The Decision Maker shall act as a single decision maker, and the Registration Decision Maker shall make a decision within 30 days, based on the statements and evidence submitted to the Registration Decision Maker.

10.7. The legal dispute specified in Section 7.2.5 shall commence upon the application submitted to the Registration Decision Maker. The dispute takes place between the former Registrant and the new Registrant as parties, and the application shall be submitted to the Registration Decision Maker electronically, within the 30-day deadline specified. The complainee may submit its actual defence regarding the application sent to it within 15 days. The Registration Decision Maker shall act as a single decision maker, and the Registration Decision Maker shall make a decision within 30 days based on the statements of the parties and the evidence attached thereto.

10.8 The Alternative Dispute Resolution Forum may be applied to by the Inquirer and the Defendant on the basis of mutual agreement, or by the Registry or a Registrar versus a Registrant in order to resolve any dispute about the registration, maintenance or use of the domain in respect of domain names delegated at any time as well as any disputed issues other than the cases defined in these Policy.

Chapter VI: Additional provisions

11. Requirements for the technical operability of the domains

The Domain Applicant or the Registrant shall ensure, at the time of submitting the application for domain delegation, the fulfilment of the requirements regarding 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 servers shall have permanent accessibility on the Internet network independently of each other on IPv4 protocol.

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

12. Administrative contact person

12.1 The Domain Applicant or the Registrant shall appoint an administrative contact person to represent him or her in matters relating to the domain registration, delegation, maintenance and use of the domain.

12.2 The Domain Applicant or the Registrant shall be regarded as the administrative contact person unless they have disposed otherwise if they comply with paragraph 12.4. The Domain Applicant or the Registrant may appoint as an administrative contact person a legal person or an individual entrepreneur and is exclusively responsible for ensuring that this authorised person undertakes the consequences thereof. For individual entrepreneurs appointed as administrative contact persons, their respective tax numbers must be entered into the Register.

12.3 The Registrar shall be notified by the Registrant or the Administrative Contact of any change in the person or the particulars of the Administrative Contact Person. Neither the Registrar nor the Registry shall be liable for damage arising from the failure to notify the Registrar of the changes. Failure to report the changes may result in revoking the registration according to paragraph 6.1(g) of the Policy.

12.4 The administrative contact must have a working e-mail address and a postal address in Hungary and be able to communicate in Hungarian.

12.5 Official notices and calls addressed to the Domain Applicant or the Registrant shall be sent to the Administrative Contact Person's e-mail address or postal address entered in the Register. It is their own responsibility to update the addresses in the Register so that they are 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 cannot be reached at the address entered in the Register.
12.6 Where the Administrative Contact Person is a natural person other than the registrant, and requests that their personal information to be deleted, the registrant shall ensure within 60 days a new Administrative Contact Person is appointed. The Registrar shall notify the Registrant to do so.

12.7 Where the Registrant fails to ensure that a new Administrative Contact Person is appointed within the given deadline, the Registrar shall, simultaneously notify the Registrant and enter the Registrant automatically into the Register as the new administrative contact person, provided he or she meets the requirements set forth in paragraph 12.4. Otherwise the Registrar will enter itself into the Register as administrative contact person. The Registrar shall notify the Registrant of the automatic entering of the new Administrative Contact Person.

12.8 Where the Registrant does not have a valid agreement for registration maintenance of a domain (for instance, was terminated by the Registrar or the Registrar ceased to exist, excluding cases set out in paragraph 6.3), the amendments specified in paragraph 12.7 shall be made by the Registry into the Register.

13. Other provisions

13.1 The Domain Applicant or the Registrant shall exempt and hold the Registry and/or the Registrar harmless from any disputes, damages or claims arising out of any dispute, damage or claim relating to the domain name registered for it or relating to the delegation and registration proceedings, to the choice, meaning or use of its domain name and to the lack of its consent to the controlling of the personal data of natural person appointed as administrative contact persons, and in any case, shall do its best to prevent 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 Policy, and for executing the decision of the alternative dispute resolution procedure, a final resolution as has been declared enforceable on a preliminary basis.

13.2 Communication between parties: during the domain registration procedures (e.g. application, modification, termination, transfer, etc.), the administration shall usually be performed electronically. Until the contrary is proved, notices sent by e-mail shall be deemed as received by the addressee. Responsibility for the authenticity of documents sent electronically shall lie with the sender; the recipient is responsible for receiving at the e-mail address provided by the recipient. When confirmation in the framework of confirmation procedure under this Policy, the legal statement shall be deemed as made. E-mails generated in the communication between the parties in connection with domain administration shall be considered an instrument in writing and authentic even without qualified electronic signature, as the contents thereof – until the contrary is proved – are identical to the original, without changes, having the grounds for reference thereto by any of the parties.

13.3 Contracts for application and registration and maintenance of registration can be entered into in a consolidated form too. Any of the agreement will be invalid without the legal statements made by the Domain Applicant or the Registrant with their agreeing to become familiar with the Privacy Statement to agree with, to accept and to be bound by the provisions of the Policy and shall such terms and conditions will be void as are in conflict the Policy. The Domain Applicant or the Registrant shall retain the registration contract(s) and their electronic confirmation where the contract has been entered into electronically. The Registrar is not obliged to enter into contracts where it does not intend to, therefore shall not be held liable if refuses entering into a contract on the registration or maintenance of a domain.

13.4 In the course of registration procedures (application, amendment, termination, transfer, etc.), the Registrar or the Registry may examine the entitlement or the personal identity of the concerned parties (domain applicant, registrant, transferring party, beneficiary, administrative contact person, etc.), based primarily:

a) for natural persons:
   i.) on a personal identity card,
   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, Council of Europe, EEA or EFTA member state, or of a neighbouring country of Hungary,
   vi.) on birthdate.

b) for legal entities and individual entrepreneurs:

i.) on the resolution, registration order by an authority (public administration, public notary, chamber of commerce or court) evidencing beyond reasonable doubt the establishment, the entry in the Register or the registration of the legal entity, or the instrument officially evidencing the start of the procedure for entering in the Register or registering the entity (a copy of the application with the court stamp of receipt),

ii.) on the instrument evidencing the power of representation of the person making statements on behalf of the legal entity (e.g. a specimen signature or a sample signature prepared by an attorney-at-law);

iii.) on a document certifying the tax number of an individual entrepreneur;

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

d) on an electronic certificate.

13.5 Any legal entity registered or individual entrepreneur entered in the Register in Hungary may become a Registrar if entitled to carrying on activities defined in the Policy, having the human and physical abilities required for such activities and having a valid and effective franchise agreement with the Registry for performing Registrar activities.

13.6 If the Registrar has been dissolved or loses its rights to be 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 about the termination of the contract on delegation maintenance and shall, instead of the former Registrar, enter this fact into the Register. Thereafter the procedure shall continue according to paragraph 6.1 e).

13.7 Wherever Policy or Domain Registration Business Policy Guidelines (or any former name for the Policy), are mentioned in a contract or in any other instrument they shall be understood to mean this Policy.

13.8 In case of previously registered domain names, the lawfulness of registration shall be assessed in according to the registration Policy in effect previously.

13.9 The Scientific Association of Council of Hungarian Internet Providers may create Technical Procedural Policy for Registrars to specify the technical details of the processes covered in this Policy.

13.10 This Policy is governed by Hungarian law.

This Domain Registration Policy entered into force on 01.07.2022.

[i] The trademark database of the National Intellectual Property Office (E-RESEARCH) is available on 06-80-345678 or here.
The EU Trademark Office's trademark database is available here or here.
[ii] The Network Usage Guidelines document is available here.

*Visible domain names appear shorter when contained accented characters, due to encoding (punycode).