

## THIRD-LEVEL DOMAIN NAMES REGISTRATION POLICY

This Third-Level Domain Names Registration Policy (referred to hereinafter as the “Policy”) sets forth the terms, procedure and timeframe for registration of third-level domain names in second-level domain names .ABKHAZIA.SU, .ADYGEYA.RU, .ADYGEYA.SU, .AKTYUBINSK.SU, .ARKHANGELSK.SU, .ARMENIA.SU, .ASHGABAD.SU, .AZERBAIJAN.SU, .BALASHOV.SU, .BASHKIRIA.RU, .BASHKIRIA.SU, .BIR.RU, .BRYANSK.SU, .BUKHARA.SU, .CBG.RU, .CHIMKENT.SU, .COM.RU, .DAGESTAN.RU, .DAGESTAN.SU, .EAST-KAZAKHSTAN.SU, EXNET.SU, .GEORGIA.SU, .GROZNY.RU, .GROZNY.SU, .IVANOVO.SU, .KALMYKIA.RU, .JAMBYL.SU, .KALMYKIA.SU, .KALUGA.SU, .KARACOL.SU, .KARAGANDA.SU, .KARELIA.SU, .KHAKASSIA.SU, .KRASNODAR.SU, .KURGAN.SU, .KUSTANAI.RU, .KUSTANAI.SU, .LENUG.SU, .MANGYSHLAK.SU, .MARINE.RU, .MORDOVIA.RU, .MORDOVIA.SU, .MSK.RU, .MSK.SU, .MURMANSK.SU, .MYTIS.RU, .NALCHIK.RU, .NALCHIK.SU, .NAVOL.SU, .NORTH-KAZAKHSTAN.SU, .NOV.RU, .NOV.SU, .OBNINSK.SU, .PENZA.SU, .POKROVSK.SU, .PYATIGORSK.RU, RU.NET, .SOCHI.SU, .SPB.RU, .SPB.SU, .TASHKENT.SU, .TERMEZ.SU, .TOGLIATTI.SU, .TROIITSK.SU, .TSELINOGRAD.SU, .TULA.SU, .TUVA.SU, .VLADIKAVKAZ.RU, .VLADIKAVKAZ.SU, .VLADIMIR.RU, .VLADIMIR.SU and .VOLOGDA.SU for all users: Russian and non-Russian residents, individuals and legal entities.

### Terms and definitions used in this Policy:

Registrant (Domain Name Registrant) – an individual or legal entity, in whose name a domain name, including a third-level domain name, was registered in the Registry. Registrant defines the procedure of domain name use, bears the sole responsibility for its selection and potential infringements of third parties' rights with regard to selection and use of the domain name, and is liable for the costs of such infringements.

**Registry's second-level domains** are COM.RU, EXNET.SU, RU.NET domains and geodomains: ABKHAZIA.SU, .ADYGEYA.RU, .ADYGEYA.SU, .AKTYUBINSK.SU, .ARKHANGELSK.SU, .ARMENIA.SU, .ASHGABAD.SU, .AZERBAIJAN.SU, .BALASHOV.SU, .BASHKIRIA.RU, .BASHKIRIA.SU, .BIR.RU, .BRYANSK.SU, .BUKHARA.SU, .CBG.RU, .CHIMKENT.SU, .COM.RU, .DAGESTAN.RU, .DAGESTAN.SU, .EAST-KAZAKHSTAN.SU, .GEORGIA.SU, .GROZNY.RU, .GROZNY.SU, .IVANOVO.SU, .KALMYKIA.RU, .JAMBYL.SU, .KALMYKIA.SU, .KALUGA.SU, .KARACOL.SU, .KARAGANDA.SU, .KARELIA.SU, .KHAKASSIA.SU, .KRASNODAR.SU, .KURGAN.SU, .KUSTANAI.RU, .KUSTANAI.SU, .LENUG.SU, .MANGYSHLAK.SU, .MARINE.RU, .MORDOVIA.RU, .MORDOVIA.SU, .MSK.RU, .MSK.SU, .MURMANSK.SU, .MYTIS.RU, .NALCHIK.RU, .NALCHIK.SU, .NAVOL.SU, .NORTH-KAZAKHSTAN.SU, .NOV.RU, .NOV.SU, .OBNINSK.SU, .PENZA.SU, .POKROVSK.SU, .PYATIGORSK.RU, .SOCHI.SU, .SPB.RU, .SPB.SU, .TASHKENT.SU, .TERMEZ.SU, .TOGLIATTI.SU, .TROIITSK.SU, .TSELINOGRAD.SU, .TULA.SU, .TUVA.SU, .VLADIKAVKAZ.RU, .VLADIKAVKAZ.SU, .VLADIMIR.RU, .VLADIMIR.SU and .VOLOGDA.SU.

**Third-level domain name (third-level domain)** means a symbol-based representation of a third-level domain name in second-level domains of the Registry intended for network addressing where DNS (Domain Name System) is used.

**User** is an individual or a legal entity, who orders or uses the services related to third-level domain names registration.

**Registry Operator (or Registry)** means Foundation for Assistance for Internet Technologies and Infrastructure Development, Sponsor for second-level domain names .ABKHAZIA.SU, .ADYGEYA.RU, .ADYGEYA.SU, .AKTYUBINSK.SU, .ARKHANGELSK.SU, .ARMENIA.SU, .ASHGABAD.SU, .AZERBAIJAN.SU, .BALASHOV.SU, .BASHKIRIA.RU, .BASHKIRIA.SU, .BIR.RU, .BRYANSK.SU, .BUKHARA.SU, .CBG.RU, .CHIMKENT.SU, .COM.RU, .DAGESTAN.RU, .DAGESTAN.SU, .EAST-KAZAKHSTAN.SU, .EXNET.SU, .GEORGIA.SU, .GROZNY.RU, .GROZNY.SU, .IVANOVO.SU, .KALMYKIA.RU, .JAMBYL.SU, .KALMYKIA.SU, .KALUGA.SU, .KARACOL.SU, .KARAGANDA.SU, .KARELIA.SU, .KHAKASSIA.SU, .KRASNODAR.SU, .KURGAN.SU, .KUSTANAI.RU, .KUSTANAI.SU, .LENUG.SU, .MANGYSHLAK.SU, .MARINE.RU, .MORDOVIA.RU, .MORDOVIA.SU, .MSK.RU, .MSK.SU, .MURMANSK.SU, .MYTIS.RU, .NALCHIK.RU, .NALCHIK.SU, .NAVOL.SU, .NORTH-KAZAKHSTAN.SU, .NOV.RU, .NOV.SU, .OBNINSK.SU, .PENZA.SU, .POKROVSK.SU, .PYATIGORSK.RU, .RU.NET, .SOCHI.SU, .SPB.RU, .SPB.SU, .TASHKENT.SU, .TERMEZ.SU, .TOGLIATTI.SU, .TROIISK.SU, .TSELINOGRAD.SU, .TULA.SU, .TUVA.SU, .VLADIKAVKAZ.RU, .VLADIKAVKAZ.SU, .VLADIMIR.RU, .VLADIMIR.SU and .VOLOGDA.SU, which ensures Registry operation and granting access to the Registry for ICANN-accredited Registrars.

**Registry** means structured records stored in the database, which contain information about Registry's second-level domains, registered third-level domains, their Registrants, and other information required for domain names registration.

**Registrar** is a legal entity that signed a Registry-Registrar Agreement (RRA Agreement) that provides domain name registration services in the second-level domain names of the Registry and delivers required information to the Registry.

## **1. General Provisions**

1.1. The procedure on services delivery related to third-level domain name registration shall be defined by this Policy.

1.2. Third-level domain names registration services for end users shall be delivered by Registrars.

1.3. The Registrar will be entitled to engage third parties in communication with users, which fact does not release the Registrar from the obligations specified herein. Additionally, the Registrar shall require such third parties to include in their Registration Agreements all provisions required by this Policy.

1.4.

The Registrar is fully responsible for all actions (or omissions) of such third parties and for all consequences of such actions (or omissions).

1.5. The list of Registrars is available on the Registry's website at <http://en.faitid.org/projects/RU.NET/registrars>.

1.6. To obtain third-level domain names registration, renewal, and/or support services, the User shall conclude with the selected Registrar or its authorized third party (Partner) a Registration Agreement.

Registration Agreement shall contain a link to a page with this Policy and state that this Policy prevails over the terms of the Registration Agreement.

1.7. This Policy, as well as any exhibits hereto, may be modified, amended, updated, approved in a new version, or canceled at any moment at the Registry Operator's sole discretion. The Registry Operator is also entitled at any moment to approve and put into effect a new exhibit to this Policy. The Registry shall notify Registrars via email of any modifications, amendments, updates, or new versions of this Policy or exhibits hereto, as well as introduction of new exhibits hereto at least fifteen (15) calendar days prior to the effective date of such modifications, amendments, updates, or new versions, or prior to the effective date of a new exhibit.

1.8. The Registrar shall notify its customers of any modifications, amendments, updates or new versions of this Policy or exhibits hereto, as well as introduction of new exhibits hereto at least ten (10) calendar days prior to the effective date of such modifications, amendments, updates or new versions, or prior to effective date of a new exhibit.

1.9. This Policy and all exhibits hereto apply to all Registrars and Registrants of third-level domain names.

1.10. If any provision of this Policy is found (either fully or partially) illegal, invalid or otherwise unenforceable, all other provisions remain in full force and effect.

1.11. The running of the timeframes established by this Policy shall be determined in accordance with the civil law of the Russian Federation. Moscow time is used for the timeframes. Coordinated Universal Time (UTC) will be used in technical information specifying submission of applications and modification of the Registry.

## **2. Domain name registration**

### **2.1. Requirements to Domain Names**

**2.1.1.** Third-level domain name consists of its proper presentation and characters specified in sub-clause 1) of clause 2.1.1 hereof and shall meet the requirements listed below:

1) full domain name ends with the below characters: .ABKHAZIA.SU, .ADYGEYA.RU, .ADYGEYA.SU, .AKTYUBINSK.SU, .ARKHANGELSK.SU, .ARMENIA.SU, .ASHGABAD.SU, .AZERBAIJAN.SU, .BALASHOV.SU, .BASHKIRIA.RU, .BASHKIRIA.SU, .BIR.RU, .BRYANSK.SU, .BUKHARA.SU, .CBG.RU, .CHIMKENT.SU, .COM.RU, .DAGESTAN.RU, .DAGESTAN.SU, .EAST-KAZAKHSTAN.SU, EXNET.SU, .GEORGIA.SU, .GROZNY.RU, .GROZNY.SU, .IVANOVO.SU, .KALMYKIA.RU, .JAMBYL.SU, .KALMYKIA.SU, .KALUGA.SU, .KARACOL.SU, .KARAGANDA.SU, .KARELIA.SU, .KHAKASSIA.SU, .KRASNODAR.SU, .KURGAN.SU, .KUSTANAI.RU, .KUSTANAI.SU, .LENUG.SU, .MANGYSHLAK.SU, .MARINE.RU, .MORDOVIA.RU, .MORDOVIA.SU, .MSK.RU, .MSK.SU, .MURMANSK.SU, .MYTIS.RU, .NALCHIK.RU, .NALCHIK.SU, .NAVOISU, .NORTH-KAZAKHSTAN.SU, .NOV.RU,

.NOV.SU, .OBNINSK.SU, .PENZA.SU, .POKROVSK.SU, .PYATIGORSK.RU, RU.NET, .SOCHI.SU, .SPB.RU, .SPB.SU, .TASHKENT.SU, .TERMEZ.SU, .TOGLIATTI.SU, .TROIISK.SU, .TSELINOGRAD.SU, .TULA.SU, .TUVA.SU, .VLADIKAVKAZ.RU, .VLADIKAVKAZ.SU, .VLADIMIR.RU, .VLADIMIR.SU or .VOLOGDA.SU;

2) a proper presentation of third-level domain name starts and ends with a Latin letter or number;

3) intermediate may be Latin characters, numbers or a hyphen; Latin characters allow UTF-8 representation from "a" (code 0061) to "z" (code 007A). The full list of UTF-8 characters is available at: <http://www.unicode.org/charts/PDF/U0400.pdf>;

4) proper presentation of a third-level domain name contains at least 2 characters;

5) proper presentation of a third-level domain name contains no more than 63 characters;

2.1.2. A domain name shall not contain words inconsistent with the public interest, principles of humanity and public morals (in particular, obscenities and appeals of violent nature that offend human dignity or religious feelings, etc.).

2.1.3. The User (Registrant) is solely responsible for the selection of the domain name and possible violations of any third party's rights in connection with the selection and registration of the domain name, and is liable for the costs of such violations.

## **2.2. Third-level domain names prohibited for registration**

2.2.1. The Registry of second-level domain names has a stop list with the third-level domain names prohibited for registration.

2.2.2. The Registry Operator shall maintain the stop-list that contains presentations that are not accepted for registration of domain names, because they include names which contradict public interests, the principles of humanity or morality (in particular, words of obscene content, slogans of anti-human nature, which insult human dignity or religious sentiments, etc).

2.2.3. Any names are added to and removed from the stop-list at the sole discretion of the Registry. Absence of the name in the stop-list, does not automatically mean that its presentation does not run counter to clause 2.1.2 hereof.

2.2.4. Public access to the information about the availability of presentation in the stop-list shall be provided by means of WHOIS service. The stop-list in full may be made available by the Registry Operator upon a motivated request for scientific, research, and other similar purposes.

## **2.3. Third-level domain registration procedure**

**2.3.1.** Third-level domain name registration shall be provided based on the User's application, provided the User meets the terms and conditions of this Policy and Registration Agreement with the Registrar.

Prior to submission of the application for the domain name registration, the Registrant is required to carefully read this Policy.

**2.3.2.** Applications may be submitted for third-level domain name registrations, which have not been reserved, blocked, registered or otherwise allocated before the start of the application process.

**2.3.3.** The Registrar is bound to reject domain name registration in the following cases:

- 1) domain name is already included in the Registry;
- 2) domain name matches the stop-listed presentation;
- 3) domain name fails to meet the technical requirements specified in clause 2.1.1 hereof;
- 4) the User has not submitted information about the Registrant as required by clause 2.4 hereof and the Registration Agreement.

**2.3.4.** Any refusal to register a domain name on the grounds outside this Policy is unacceptable. If there are no grounds for refusal, the Registrar shall register the domain name within 3 (three) business days.

**2.3.5.** If there are two or more applications for the same domain name, the Registrar shall proceed with the application, for which the provisions set forth by the Policy and the Registration Agreement were first met.

**2.3.6.** The domain name shall be considered registered after the corresponding records have been made in the Registry.

The administration right is valid from the moment of domain name registration until its expiration date.

**2.4.** For domain name registration, the Registrant shall submit the details listed below:

1) for legal entities:

- full name of a legal entity including an indication to its legal form according to statutory documents;
- taxpayer identification number (for Russia's residents) or its equivalent (for non-Russian residents);
- legal entity's address according to its statutory documents;

2) for individuals:

- full name, including first, middle and last names, unless otherwise specified by the personal law of an individual or national custom;
- date of birth;
- details of individual's ID document, including series, number, issue date, and the name of the issuing authority;
- permanent or actual address;

3) Registrant's postal address, phone number, fax number (optional), and e-mail address;

4) domain name;

6) IP addresses and names of primary and secondary DNS servers supporting the domain;

7) other information requested by the Registrar according to the Policy and other regulating documents published on the Registry's website, as well as Registrant-Registrar Registration Agreement.

**2.5.** All information provided by the Registrant shall be accurate. The Registrant shall keep submitted information specified in clause 2.4. hereof updated, and if there is a need, to make changes in it individually or through an authorized person.

**2.6.** At any time during the registration period of a domain name, the Registrar may request from the Registrant additional information and/or substantiation of previously submitted information by sending to the Registrant and/or authorized User an appropriate request.

**2.7.** Registrant shall satisfy a request about submission of additional data and/or validating previously submitted data within 7 (seven) calendar days from the date on which the Registrar submitted the request. The Registrar will be entitled to extend the deadline for submitting supporting documents at Registrant's substantiated request.

**2.8.** In the event that the Registrant fails to provide additional information and/or confirm previously submitted information within the deadline, as well as in the event of inaccurate or false data submission or data update failure, Registrar will be entitled, until the Registrant submits data and documents, to:

1) suspend Registrant's third-level domain name;

e) reject Registrant's application for domain name renewal;

3) suspend processing Registrant's requests for domain name registrant change and domain name transfer to another registrar,

e) reject Registrant's request for canceling domain name registration;

a) reject Registrant's request for initial third-level domain name registration.

**2.9.** If necessary information is not submitted within 60 (sixty) calendar days after third-level domain name suspension, the Registrar will be entitled to cancel domain name registration.

## **2.10. WHOIS service**

2.10.1. WHOIS service is an automated service, which provides public access to the information about a third-level domain name stored in the Registry in scope set forth by this Policy.

2.10.2. The information about third-level domain name submitted by WHOIS service shall include:

1) third-level domain name;

2) information about DNS servers;

3) information about domain name delegation;

4) Registrant's name in Latin and other ASCII-7 characters (for legal entities), or indication to the domain ownership to an individual in the impersonal form (for individuals);

5) Registrant's identifier in the Registry;

6) Registrant's postal address in Latin and other ASCII-7 characters (for legal entities);

7) Registrant's phone number (for legal entities);

8) Registrant's fax number, if any (for legal entities);

Registrant's e-mail addresses;

10) date of third-level domain name registration;

11) the expiry date of the registration period;

12) reference to the Registrar providing third-level domain name sponsorship;

13) reference to the Registrar, which receives domain name sponsorship (for the period of sponsorship transfer request)

2.10.3. If a third-level domain name is unavailable for registration, WHOIS service provides the relevant information.

### **3. Domain Name Registration and Renewal Terms**

3.1. Third-level domain name registration term (Registration period) shall be 1 (one) to 10 (ten) calendar years.

3.2. The third-level domain name registrant may renew the registration period at any time during the registration period for a period multiple of 1 (one) calendar year, whereby the total registration period may not exceed 10 (ten) years.

3.3. The Registrant may cancel domain name renewal during the Renewal Grace Period, which lasts 5 (five) calendar days from the domain name renewal date. In case of rejection of domain name renewal, the Registrar will remove such domain name from the Registry and reimburse the Registrant for the domain name renewal fee.

3.4. Auto-Renewal Grace Period starts upon expiration of the domain name registration term. Additionally, the Registry automatically renews the registration period for 1 (one) year. Auto-Renewal Grace Period lasts 45 (forty-five) calendar days and will be terminated prematurely upon Registrar's renewal or removal of domain name registration.

3.5. During the Auto-Renewal Grace Period, the Registrant may send to the Registrar a request for renewal or cancellation of a third-level domain name. Should the Registrant refuse to renew a domain name, the Registrar will request the Registry to cancel domain name registration.

3.6. The Registrar shall proceed with Registrant's application for the third-level domain name renewal, cancellation of renewal or registration of a domain name under this clause within 1 (one) business day.

3.7. The Registrar shall not be held liable for successful processing of the application for third-level domain name renewal submitted on the last working day of the Auto-Renewal Grace Period.

### **4. Registrant Change (Transfer of Domain Administration Right)**

4.1. During the third-level domain name registration period, the Registrant will be entitled to transfer the administration right to another person by submitting a request to the Sponsoring Registrar.

4.2. The person obtaining administration right shall conclude a Registration Agreement with the existing or gaining Registrar and agree to obtain third-level domain administration right in accordance with such Agreement.

4.3. Registrant change procedure (transfer of domain administration rights) is determined by the Registrar and shall not contradict this Policy and any exhibits hereto.

4.4. Transfer of the domain administration rights to another person shall not affect the domain name registration period.

## **5. Canceling Third-Level Domain Name Registration**

### **5.1. Registration of a domain name may be canceled:**

- 1) where the registration has been exercised in violation of the existing technical requirements to the domain names set forth by the Policy effective as of the registration date;
- 2) where the registration has been exercised in violation of the Policy valid at the moment of registration and associated with the Registrant's unconscientious acts;
- 3) Before the Auto-Renewal Grace Period, if Registrant canceled domain name renewal;
- 4) upon Registrant's request;
- 5) based on the effective judicial act;
- 6) in case of termination by the Registrant of the Registration Agreement with the Sponsoring Registrar;
- 7) if the Registrant prohibits further processing of its personal data conducted under the Policy.

### **5.2. Registration of a third-level domain name may not be canceled upon Registrant's application:**

- 1) if domain name cancellation is contradictory to the effective judicial act;
- 2) if operations with this domain name are banned pursuant to section 9 hereof;
- 3) in case of failure to satisfy Registrar's request to submit details and documents within a specified timeline in accordance with clause 2.8 hereof.
- 4) within 60 days from the date of receipt by the Registrant of the administration right from another person;
- 5) within 60 days from the date of Sponsoring Registrar change;

## **6. Notices**

6.1. If the Registrant fails to renew domain name registration period in due time, the Registrar shall send to the Registrant within 5 (five) calendar days from the date of third-level domain name expiration email notifications with the renewal and cancelation procedure of third-level domain name registration.

6.2. To renew the registration term, cancel registration renewal, or cancel domain name registration, the registrant of third-level domain name, regardless of the receipt of the notice, shall send a corresponding application to the Registrar.

## **7. Domain Name Delegation**

7.1. The Registrar shall enter in the Registry data about DNS servers, third-level domain delegation, domain suspension upon Registrant's request, as well as in other cases set forth by this Policy. Domain's



delegation will start or terminate based on the information entered in the Registry. Registrant's applications for data changes about DNS servers will be fulfilled by the Registrar within 7 (seven) calendar days from the receipt of the application.

In order to ensure proper functioning of a delegated domain name, the Registrant shall ensure the availability of at least two DNS servers for this domain name with reliable connection and 24/7/365 operation.

7.2. Domain delegation established upon Registrant's application shall be terminated upon expiration of the third-level domain name registration period.

7.3. The Registrar may suspend a third-level domain name pursuant to this Policy and Registration Agreement in case of discovering false information about the Registrant in the Registry, or in the event that the Registrant failed to provide requested data and/or to confirm previously submitted data upon Registrar's request within the set timeframe (clauses 2.6-2.8 hereof).

7.5. The Registrar will unsuspend the domain name in accordance with the procedure set forth herein and the Registration Agreement, once the cause of domain name suspension has been eliminated.

7.6. The Registrar shall immediately notify the Registrant of delegation suspension by email and shall provide the reason for such suspension.

7.7. The Registrar, the Registry Operator and ICANN shall not be held liable to the Registrant or third parties for damages inflicted by delegation suspension pursuant to this Policy.

## **8. Transfer of Domain Name Sponsorship (Registrar Change)**

8.1. Transfer of domain name sponsorship (Registrar change) may only be authorized by the Registrant. The Registrar may at any time ask the Registrant for a written confirmation of any received request for Registrar change.

8.2. The Registrar shall make available for the Registrant through the website its published instructions and documents on specific Registrar change procedures applied by the Registrar and grant access to the said documents.

8.3. To enable Registrar change procedure:

8.3.1. The Registrant shall obtain from the existing Registrar an authorization code (unique set of characters assigned by the Registrar to the third-level domain at the moment of its registration and used to confirm Registrant's wish to proceed with Registrar change). The form of request to receive authorization code and the way of its transfer to the Registrant shall be independently determined by the Registrar. The Registrar shall ensure a timeline (no more than 1 (one) calendar year), during which the same authorization code can be used.

8.3.2. The Registrant shall send to the Gaining Registrar a request for initiating in the Registry Registrar change procedure and within 5 (five) calendar days confirm its request by transferring an authorization code to the Gaining Registrar. The form of such request and the way of transfer of authorization code shall be set by the Gaining Registrar.

8.3.3. Upon receipt of the request for confirmation, the Gaining Registrar shall initiate a Registrar change procedure in the Registry.

8.4. Information about domain name Registrar in the Registry shall be changed within 5 (five) calendar days since initiation of the Registrar change procedure in the Registry by the Gaining Registrar.

8.5. Registrar change cannot be performed in any of the following cases:

- 1) within less than 60 calendar days after the initial registration period;
- 2) within less than 60 days after the last Registrar change;
- 3) the Registrant failed to agree to the Registrar change in response to the request of the Sponsoring Registrar, or failed to respond to the corresponding request of the Gaining Registrar within five (5) calendar days;
- 4) Registrant's identity is questionable;
- 5) Registrar change is contradictory to the effective judicial act;
- 6) domain name operations are banned pursuant to section 9.2 hereof;
- 7) Gaining Registrar has objections.

8.6. As a result of a successful domain name transfer, the Registrar's record in the Registry will be modified and the registration period will be extended by 1 (one) year, whereby the total registration period may not exceed 10 (ten) years.

8.7. The cost of domain name sponsorship transfer shall be paid by the Sponsoring Registrar.

If the domain name is deleted from the Registry within 5 (five) calendar days following the Registrar change ("Transfer Grace Period"), the Sponsoring Registrar will get a refund for the transfer fee.

8.8. Registrant change may be simultaneously carried out with the Registrar change of third-level domain names. In this case, clause 8.3.2 hereof shall be executed by the Gaining Registrant.

## **9. Domain Name Dispute Resolution**

9.1. The Registrar may not independently decide on satisfying the third parties' claims for the domain name.

A person assuming that third-level domain name administration by his/her Registrant infringes his/her rights (specifically, those for trade mark, brand name, other intellectual property, name of a nonprofit organization or government body) may submit a complaint to the Registrant or file a corresponding legal statement.

9.2. On the basis of judicial decisions on enforcement (cancellation) of interlocutory junction, the Registrar enters in the Registry the necessary information about judicial restrictions on domain name operations and sends the copies of these judicial acts to the Registry.

For the period of the abovementioned restrictions, the following operations shall be prohibited:

- cancelation (deletion) of a domain name registration;
- transfer of domain name sponsorship (Registrar change);
- transfer of domain name administration rights (Registrant change), except when domain name administration rights are transferred to the claimant in order to resolve a domain name dispute;
- introducing other changes to the data stored in the Registry (except for the data concerning the restrictions).

Registrar may change the data about DNS servers of a domain name, with respect to which the restrictions have been set due to a judicial dispute, if there is no direct prohibition in a corresponding injunctive relief.

9.3. The Registrar and the Registry shall not be held liable to the Registrant for any actions aimed at fulfillment of the effective judicial act.

9.4. In the event that the third parties bring a lawsuit against the Registrar and/or Registry in connection with registration or use of the third-level domain name, the Registrant is bound, at their request, to reimburse the Registrar (Registry) for losses (including legal assistance and legal representation costs) incurred by the Registrar and/or Registry in relation with this lawsuit.