

Pursuant to Articles 2 and 6 of the Statute of the Fund Serbian National Register of Internet Domain Names, at a session held in Belgrade on 26th October 2007, the Assembly of the Serbian National Register of Internet Domain Names, adopts:

GENERAL CONDITIONS on the Operation of Registrars of .rs Domains

Purpose of General Conditions

Article 1

- (1) The General Conditions on the Operation of Registrars of .rs Domains (hereafter: General Conditions) set out conditions for accreditation and manner of operation of organisations which, in the name of their clients (hereafter: registrants) and for their own account, perform registration of .rs domains within the register of .rs Internet domain (hereafter: rsTLD register), managed by the Serbian National Register of Internet Domain Names (hereafter: RNIDS).

Definition of basic terms

Article 2

- (1) The Registrar is a legal entity located in Serbia, authorised by RNIDS for providing services of registering .rs domains within rsTLD register.
- (2) Services of registering .rs domains include: registration of .rs domains, modifying information on the registration of .rs domains, renewal of registration of .rs domains, transfer of .rs domains among registrars, transfer of registration of .rs domains, activating data protection for the .rs domain as well as the termination of .rs domains.

Applying for the status of the Registrar

Article 3

- (1) A legal entity desiring to become a registrar submits to RNIDS a request for the status of the Registrar, accompanied with all required documentation confirming their legal status, as well as technical and administrative competence for carrying out tasks concerning registration of .rs domains.
- (2) By applying for the status of the Registrar, the applicant confirms that they fully accept these General Condition.
- (3) Within 14 days and based on the submitted request and documentation, RNIDS will bring a decision on enclosing with the applicant the Contract on providing services of registering .rs domains.

Enclosing the Contract on providing services of registering .rs domains

Article 4

- (1) If RNIDS decides to enclose the Contract, the Contract will be enclosed with the applicant.
- (2) By this Contract, RNIDS allows the applicant to perform tasks concerning registration of .rs domains to end users (registrants), in accordance with the provisions of these General Conditions, the General Conditions on Registering .rs Domains and other relevant general regulations of RNIDS.
- (3) Rights under this Contract are not exclusive and RNIDS can enclose contracts with other legal entities which apply for the status of the Registrar.
- (4) Upon enclosing the Contract, the applicant is obliged to pay to RNIDS a fee for the verification of competence for providing services of registering .rs domains, as well as the advance payment amounting to the registration fee of at least 200 domain-years in the .rs address space of rsTDL register, according to the current Price-list of RNIDS.

Contract validity period

Article 5

- (1) The Contract is enclosed for the period of one year, starting from the day of signing the Contract.
- (2) To renew the Contract, the Registrar must meet the condition that during the preceding year they registered, renewed or transferred at least 200 domain-years. If this condition is fulfilled, the Contract shall be automatically renewed for the period of one year, unless the Registrar notifies RNIDS in writing, two months before the Contract expires, that they do not want to renew it.

Testing stage

Article 6

- (1) After the Contract is enclosed with RNIDS and the advance payment under Article 4, Paragraph 4 is paid, and before the commencement of the operative registration of .rs domains, the applicant is obliged to undergo the testing stage.
- (2) The testing stage must be completed within 30 days. If the testing stage is not completed within the defined time frame, the Contract shall be terminated without the possibility of indemnification of the applicant.
- (3) The purpose of testing is to check technical and operational functionality of the system of the applicant for the communication with systems of RNIDS.
- (4) The testing is performed in accordance with technical specifications published by RNIDS.

Acquiring the status of the Registrar

Article 7

- (1) Having successfully passed the testing, the applicant acquires the status of the Registrar.
- (2) On its Web site RNIDS publishes information about registrars and changes that occur concerning the status of their authorisation for providing services of registering .rs domains.

Technical and administrative competence

Article 8

- (1) The Registrar confirms that they possess technical and administrative competence necessary for providing services of registering .rs domains, using the automated system of RNIDS, in accordance with technical specifications published by RNIDS.
- (2) RNIDS reserves the right to make changes and additions to technical specifications for registration of .rs domains. RNIDS is obliged to inform registrars about these changes at least 45 days before their coming into effect.
- (3) If the Registrar consents to proposed changes and additions to technical specifications for registration of .rs domains, they are obliged to adjust their own system with proposed changes by the day they come into effect.
- (4) RNIDS reserves the right to temporarily suspend or limit registration of .rs domains, if it is necessary for the protection of technical and administrative functioning of rsTLD register.
- (5) Giving false information concerning technical defects of RNIDS by the Registrar shall be considered a breach of the Contract.
- (6) The Registrar is obliged to regularly provide RNIDS with the contact telephone number, accessible at all times for the purpose of solving technical and operational problems regarding providing services of registering .rs domains.

Funds for performing registration services

Article 9

- (1) RNIDS shall remunerate the Registrar fees for providing services of registering .rs domains from fees collected.
- (2) The Registrar is obliged to make advance payments in a timely manner, so that they could have sufficient funds for providing services of registering .rs domains at all times.
- (3) On the day following the payment, RNIDS shall provide the Registrar with an advance payment receipt. On the first working day of the month, RNIDS shall provide the Registrar with a final account for .rs domains registered over the preceding month.

Fees for RNIDS services

Article 10

- (1) Service fees paid to RNIDS by registrars are specified by the Price-list of RNIDS.
- (2) RNIDS autonomously determines fees for its services.
- (3) RNIDS shall inform registrars by electronic post and its Web site about modifications of the Price-list, at least 30 days before they come into effect.

Obligatory service

Article 11

- (1) The Registrar is obliged to offer to the Registrant all services of registering .rs domains offered by RNIDS.
- (2) The Registrar has the right to tie services of registering .rs domains to their other products and services (for example, Web hosting) but, in addition, they are obliged to offer to registrants individual services of registering .rs domains, without binding them to their other products or services.

Informing registrants

Article 12

- (1) The Registrar is obliged to provide timely, correct and complete information for registrants concerning the process of registering .rs domains and contents of all general regulations of RNIDS governing this process, as well as all subsequent amendments.

Collecting data and processing applications

Article 13

- (1) The Registrar shall collect from registrants complete and duly ordered documentation regarding services of registering .rs domains, and forward it to RNIDS, in accordance with the procedure set out in the General Conditions for Registration of .rs Domains and other regulations of RNIDS.
- (2) The Registrar is obliged to verify, to a reasonable extent, the validity of data and documents received from registrants, as well as to warn registrants about possible consequences of submitting false, incorrect or incomplete data and documentation.
- (3) During the period of providing services of registering .rs domains, the Registrar shall act exclusively in accordance with instructions of registrants. If the Registrar is not a registrant of .rs domains, they can be specified as the Administrative or Technical contact only with consent of the registrant.
- (4) The Registrar shall at least once a year contact registrants of all .rs domains in their jurisdiction and provide them with the opportunity to change data.

Change of data on .rs domains

Article 14

- (1) The registrant, or their authorised representative, can modify the data on an existing .rs domain solely by submitting a request to RNIDS through the Registrar in charge of that .rs domain.
- (2) RNIDS has the right to change all data on an existing .rs domain on the basis of a valid court decision, a final decision of an arbitration board on a dispute concerning .rs domains or when the change is necessary for preservation of the technical stability of the Internet.
- (3) Subsequent to all changes of data on DNS servers for an .rs domain, the Registrar is obliged to delete data on the DNS zone for that .rs domain within 7 days, if the zone was on their DNS servers or, within the same period of time, notify about the change the administrator of the server on which the zone was located.

Protection of personal data of registrants

Article 15

- (1) The Registrar is obliged to handle personal data on .rs registrants in accordance with the laws governing protection of personal data of citizens, the General Conditions of the Registration of .rs Domains, as well as other relevant general regulations of RNIDS.
- (2) The Registrar shall not pass personal data of registrants to third parties, except on orders by authorised government bodies in accordance with the law or for the sake of providing the WHOIS service, in accordance with the General Conditions of the Registration of .rs Domains, as well as other relevant general regulations of RNIDS.

Possibility of choosing another registrar

Article 16

- (1) The Registrar must allow the registrant the right to choose another registrar (hereafter: the new registrar) for .rs domains which the registrant has registered or renewed.
- (2) The Registrar must cooperate with the registrant, the new registrar and RNIDS in the process of transferring .rs domains.

Use of trade and other marks used by RNIDS and the name RNIDS

Article 17

- (1) The Contract does not permit the Registrar the right to use trade and other marks in use by RNIDS, as well as the name RNIDS, except by explicit consent of RNIDS.
- (2) RNIDS can make special marks for registrars and can grant them the right to use them.

Observing the rules
Article 18

- (1) RNIDS has the right to conduct control of work of registrars, their treatment of registrants and application of these General Conditions.
- (2) The Registrar is obliged to observe the provisions of these General Conditions and other regulations of RNIDS over the whole period of the Contract.
- (3) The Registrar is obliged to refrain from direct or indirect cooperation with a person who violates or incites to violation of rules of practice of registrars or other regulations of RNIDS. When the Registrar becomes aware of such behaviour, they are obliged to promptly notify RNIDS about it.

Breach of Contract terms
Article 19

- (1) If the Registrar unjustifiably hinders or interferes with the proper operation of the network and services of RNIDS, jeopardises the technical stability of the Internet or in other manner violates the provisions of the Contract, RNIDS has the right to temporarily limit or completely prevent the Registrar from performing services of registering .rs domains without prior notice and the possibility of indemnification.
- (2) The measure of temporary limitation or complete suspension of performing services of registering .rs domains, cannot exceed 7 days in succession.
- (3) RNIDS shall warn the registrar about violating the terms of the Contract by telephone, electronic or regular mail.

Contract termination
Article 20

- (1) RNIDS can unilaterally terminate the Contract, without indemnification, if the Registrar does not meet the condition that over the preceding year they have performed registration, renewal or transfer of at least 200 domain-years.
- (2) RNIDS can unilaterally terminate the Contract, without indemnification, if the applicant does not complete testing within the period defined under Article 6, Paragraph 2.
- (3) RNIDS can unilaterally terminate the Contract, without prior notification and without indemnification, if it temporarily limits or completely prevents the Registrar from performing services of registering .rs domains due to breach of the terms of the Contract, more than twice during the same month.
- (4) The Registrar can unilaterally terminate the Contract, observing the 30 day cancellation period, if they do not consent to changes occurring in technical specification for registration of .rs

domains, the Price-list of RNIDS or these General Conditions.

- (5) The Contract can be terminated, without prior notice and without indemnification, in case of a loss of business capacity of the Registrar, on any grounds (insolvency, liquidation, loss of work permit issued by other body).
- (6) The Contract can be terminated if RNIDS loses jurisdiction for administrating rsTLD register. The Registrar cannot demand indemnification from RNIDS for losses arising out of the loss of jurisdiction of RNIDS for administrating rsTLD register.

Consequences of Contract termination

Article 21

- (1) In case of termination of the Contract with the Registrar, on any grounds, RNIDS shall temporarily undertake jurisdiction over all .rs domains for which that registrar was authorised.
- (2) Immediately on the transfer of .rs domains into its temporary jurisdiction, RNIDS shall by electronic post notify all registrants on the termination of the Contract with the Registrar and instruct them how to transfer their .rs domains to other registrars.
- (3) .rs domains may remain in temporary jurisdiction of RNIDS at the latest until the expiry of the period for which they have been registered, and during that period RNIDS shall not perform registration services.
- (4) Fees shall not be charged for the transfer of .rs domains from the temporary jurisdiction of RNIDS to another registrar, and RNIDS shall charge the Registrar to whom a domain has been transferred a fee for the renewal of the .rs domain, upon the expiry of the period for which the transferred .rs domain was registered.
- (5) Upon termination of the Contract, the Registrar shall settle all payments towards RNIDS which became due by the time of the termination of the Contract on any grounds. After all debts have been settled, RNIDS shall pay back to the Registrar the remaining amount of advance payments collected.

Amendments to the General Conditions

Article 22

- (1) RNIDS reserves the right to make amendments to these General Conditions; RNIDS is obliged to notify, in a suitable manner, registrars about these amendments, at least 15 days before they come into effect.

Language, settling disputes and applicable legislation

Article 23

- (1) These General Conditions were put together in Serbian language. If the text of the General Conditions is made available in another language, the prevailing version shall be the one in Serbian.
- (2) RNIDS and the Registrar shall seek to settle amicably all arising disputes. If the settlement is impossible to reach through negotiations, the competent court is the court in Belgrade and the applicable legislation is the legislation in effect in the Republic of Serbia.

Coming into effect and beginning of application of General Conditions
Article 24

- (1) These General Conditions come into effect and begin to apply on the day of their approval by the Assembly of RNIDS.

[Chairman of the Assembly](#)

[Vojislav Rodić](#)