

Pursuant to Article 27, paragraph 1 of the Statute of the Serbian National Internet Domain Registry Foundation, the Conference of Co-founders of the Serbian National Internet Domain Registry Foundation, in session in Belgrade on 28th May 2016, 19th May 2018 and 15th December (amendments and additions) in Belgrade passed the following:

General terms and conditions for national domain name registration

- cleaned-up text -

Subject of general terms and conditions

Article 1

The General Terms and Conditions for National Domain Name Registrations (hereinafter: General Terms) set in order the conditions, the procedure for registration and the manner of use of domain names within the .RS and .СПБ domains, managed by the Serbian National Internet Domain Registry Foundation (hereinafter: RNIDS), and the relationship between RNIDS as the administering body of the national Internet domains Registry and registrants of domain names.

General provisions and definitions of some terms

Article 2

DNS (Domain Name System) – a basic Internet service which permits the translation of textual addresses into numerical ones and vice versa.

An Internet domain name is a textual designation representing a collection of devices and services connected into a single administrative and technical unit.

A .RS domain name shall be comprised of a series of alphanumeric segments, separated by full stops, complying with the relevant Internet standards (the RFC series of documents). A segment may contain digits (0-9), letters of the English alphabet (a-z) and hyphens (-), as well as letters of the Latin scripts used in the Republic of Serbia pursuant to applicable regulations. The set of allowed Latin letters can be found in the table published on the RNIDS website. The length of a segment may not be shorter than two (2) nor longer than sixty-three (63) ASCII characters after ACE (*ASCII-Compatible Encoding*). A segment may not contain a hyphen at the start or the end, or two consecutive hyphens as the third and fourth characters.

A .СПБ (<xn--90a3ac>) Internet domain name shall be comprised of a series of alphanumeric segments, separated by full stops, complying with the relevant Internet standards (the RFC series of documents). A segment may be a minimum of two (2) characters in length and may contain digits (0-9), the letters of the

Serbian Cyrillic script (а-ш), a hyphen (-) and the letters of the Cyrillic scripts used in the Republic of Serbia pursuant to applicable regulations. The set of allowed Cyrillic letters can be found in the table published on the RNIDS website. A segment may not contain a hyphen at the start or the end, or two consecutive hyphens as the third and fourth characters. The length of a segment may not be longer than sixty-three (63) ASCII characters after ACE (*ASCII-Compatible Encoding*).

A national Internet domain name (hereinafter: domain name) shall be an Internet domain name that is registered within the .RS and .CPB top-level domains.

The Registry of national Internet domains (hereinafter: Registry) shall be a unified, central, electronic database in which national Internet domain names are maintained, as well as data connected with them.

The procedures for National Domain Name Registrations (hereinafter: registration procedures) shall be a document which describes in more detail how the domain name registration business laid out in these General Terms is to be conducted.

Definitions of registrants and administrative and technical contacts

Article 3

The registrant shall be a legal entity or natural person who, in accordance with the provisions of these General Terms, registers a domain name with the Registry. The registrant shall register a domain name and carry out all subsequent changes with RNIDS via an accredited registrar.

The administrative contact shall be a legal entity or individual authorised by the registrant to receive from RNIDS and supply to RNIDS, for and on behalf of the registrant, data of significance for the registration of the domain name. The administrative contact shall be authorised to make changes to all data regarding the registered domain name, other than to change the registrant, change the administrative contact or file an application to cancel the domain name registration.

The technical contact shall be a legal entity or individual authorised by the registrant to receive from RNIDS and supply to RNIDS, for and on behalf of the registrant, data relating to technical matters of significance for the registration of the domain name.

The registrant and contacts as per this Article shall solely communicate with RNIDS regarding matters relating to the registration of domain names via the e-mail they supplied in accordance with the General Terms.

Definitions of RNIDS accredited registrar and registration services

Article 4

An accredited RNIDS registrar (hereinafter: accredited registrar) shall be a legal entity or sole proprietorship with a registered office in the Republic of Serbia that has been authorised by RNIDS to provide domain name registration services within the Registry for and on its behalf. An accredited registrar

shall provide domain name registration services at the request of the registrant or administrative contact in accordance with these General Terms.

An accredited registrar may enter into sub-contracts with other legal entities or sole proprietorships who may provide domain name registration services for and on behalf of the registrar. RNIDS shall not enter into a contractual relationship with the subcontractor and the accredited registrar shall be responsible for all domain name registration services provided by the subcontractor

Domain name registration services shall comprise the following:

- 1) registration of domain names,
- 2) amendment of domain registration information,
- 3) domain registration renewals
- 4) transfer of domain names to other accredited registrars,
- 5) change of domain name registrant,
- 6) activating protection against public exposure of data on the registrant and the administrative and technical contacts for a domain,
- 7) domain name locking at the Registry level,
- 8) domain registration terminations,
- 9) other services in accordance with these General Terms, other general enactments of RNIDS and the contract between the accredited registrar and RNIDS.

The terms of operation and conditions for acquisition of the status of an accredited registrar shall be laid down in detail in a separate enactment addressing this matter.

In the event of the revocation of the accredited registrar's status, Internet domains shall remain registered in accordance with these General Terms.

RNIDS shall notify this accredited registrar of the revocation of their status and inform them of how domain names are to be transferred to other accredited registrars.

Domains within which registrations shall be carried out

Article 5

The registration of .CPB domain names shall be carried out within the following domains:

- 1) .rs – intended for all interested users;
- 2) .co.rs – intended for business entities;
- 3) .org.rs – intended for other parties with the status of legal entity which are not registered for commercial activity;
- 4) .edu.rs – intended for institutions and organisations registered for educational activities;
- 5) .in.rs – intended for individuals;
- 6) .ac.rs (delegated) – intended for the academic, scientific and research network of Serbia;
- 7) .gov.rs (delegated) – intended for the government bodies of the Republic of Serbia.

The registration of .CPB domain names shall be carried out within the following domains:

- 1) .cpb – intended for all interested parties;
- 2) .pp.cpb – intended for business entities;
- 3) .opr.cpb – intended for other parties with the status of legal entity which are not registered for commercial activity;

- 4) .обр.спб – intended for institutions and organisations registered for educational activities;
- 5) .од.спб – intended for individuals;
- 6) .ак.спб (delegated) – intended for the academic and scientific and research network of Serbia;
- 7) .упр.спб (delegated) – intended for state bodies of the Republic of Serbia.

Within the domains listed in this Article which are not delegated, RNIDS may register or reserve domain names for its own use, domain names of special significance for the Republic of Serbia and domain names required for the stable functioning of Internet services. The list of reserved domains is publicly accessible.

Applying to register a domain name

Article 6

RNIDS shall register a domain name on the basis of a submitted registration application, in accordance with these General Terms and other applicable documents.

A separate registration application shall be submitted for each domain name registration.

In carrying out the registration, RNIDS and the registrant shall enter into a contractual relationship governed by these General Terms.

By submitting the registration application, the registrant declares that he/she is familiar with and fully accepts the contents of these General Terms.

RNIDS may temporarily cease or limit the provision of domain name registration services if this is necessary to safeguard the technical and administrative operation of the Registry.

Fees for provision of domain name registration services

Article 7

A fee is payable with respect to domain name registration services as governed by these General Terms.

The amount of the fees payable for domain name registration services by accredited registrars and by registrants carrying out registration directly with RNIDS shall be set by RNIDS. The accredited registrar with whom the registrant registers a domain name shall independently set the amount of the fees payable for such services.

Domain name registration information

Article 8

When submitting a domain name registration application, the registrant must provide full and accurate information.

Domain name registration information comprises the following:

- 1) information on the registrant and the administrative and technical contacts for the domain name;
- 2) information on the DNS servers and other technical information relating to the domain name.

Where the registrant or administrative or technical contact is a natural person, the information supplied shall be as follows: name and surname, address of residence, email address and telephone number.

Where the registrant or administrative or technical contact is a legal entity or sole proprietorship, the information supplied shall be as follows: name (business name), registered address and corporate registration number (*matični broj*) or other identification number according to the legislation of the country of origin and the name and surname or position of the contact person within the legal entity or sole proprietorship.

The domain name shall be entered into the DNS table for the national domain, or made active on authoritative DNS servers if the registrant supplies valid and accurate information for at least two different DNS servers.

Besides the information listed in this Article, RNIDS shall reserve the right to request other optional information of relevance for the registration of a domain name.

The e-mail address of the registrant and administrative contact is the item of information by which the registrant and the administrative contact identify themselves to RNIDS and it is their obligation to maintain it in an active state and keep it updated throughout the registration period for the domain name.

If any of the domain name registration information changes, the registrant must, within 15 days at the latest, through the accredited registrar, submit an application to RNIDS to change the domain name registration information.

RNIDS may at any time, either independently or in cooperation with the accredited registrar, verify the authenticity of registration information. If it is determined beyond reasonable doubt that domain name registration information is incorrect or incomplete RNIDS may, via the accredited registrar, request that the registrant set the domain registration information in order.

Should the registrant fail to respond to this request and set the domain registration information in order, this domain name will cease to be active. Data is considered inaccurate or incomplete if this is shown to be the case beyond reasonable doubt in the course of verification and the registrant fails to put them in order within the required time frame.

Article 9

At the time of registration of a domain name, RNIDS shall collect data from the registrant through an accredited registrar.

RNIDS shall, at the time of registration, notify the registrant of data collected on the registrant, the administrative contact and the technical contact for that domain, in accordance with these General Terms.

Registrant declaration on the registration and use of a domain name

Article 10

By entering a contractual relationship, and registering a domain name, the registrant explicitly declares and certifies that, to the best of his or her knowledge and sincere belief, the registration of the desired domain name does not infringe the intellectual property rights or other subjective right of a third party, and that all information provided in the registration application is truthful and complete. The registrant also declares that the domain name is not being registered contrary to the principles of good faith, honesty and good business practice, and that the domain name will not knowingly be used contrary to these principles.

The registrant shall give his or her explicit prior consent and confirmation that he or she knows that he or she shall lose the right to cancel the contract when the accredited registrar completes the registration of the domain name with RNIDS, that is when RNIDS enters the domain name in the Registry.

RNIDS can accept no responsibility for damages incurred as a result of providing incorrect domain registration information, nor as a result of unauthorised or illegal use of the domain by the registrant. The registrant shall be held responsible for all loss or damage incurred to RNIDS or third parties as a result of the supply of incorrect data on the registration of a domain name or the unauthorised or illegal use of a domain name.

Domain name registration and activation

Article 11

RNIDS shall conduct domain name registrations on a “first come, first served” basis.

The registrant shall become entitled to the requested domain name at the moment at which the accredited registrar carries out the registration of that domain name with RNIDS and RNIDS enters the domain name into the Registry.

Once RNIDS has entered the data into the Registry database, the domain name shall become active upon the first subsequent refresh of the DNS table on authoritative DNS servers, provided data on at least two valid DNS servers have been supplied for the given domain name.

Upon activation of the domain name, RNIDS shall, immediately as a rule, or at the latest within three working days, supply data and instructions to the registrant’s e-mail address on how to confirm the registration and the domain name data. The registrant has 20 days to confirm the registration and the domain name data. Should the registrant fail to confirm the registration and data within that deadline, the domain name will cease to be active until the registration and data are confirmed. The registrant is entitled to request that RNIDS resend these data and instructions, and upon confirmation the domain name will be reactivated.

RNIDS shall as a rule activate the domain name immediately, and no later than three working days after its registration. This deadline may be extended in exceptional circumstances, in the event that RNIDS temporarily ceases or limits domain name registration services in accordance with these General Terms.

RNIDS shall not be held responsible in the event that the domain name is inaccessible by Internet users for reasons over which RNIDS has no control.

Information on registered domain names

Article 12

The Registry shall contain, at the minimum, the following information on each registered domain name:

- 1) domain name;
- 2) information on the registrant and administrative and technical contact as per Article 8 of these General Terms
- 3) date and time of registration;
- 4) date and time of expiry of registration;
- 5) name of the accredited registrar through which registration of the domain name was carried out.

Publicly available information on registered domain names

Article 13

RNIDS shall make the following information publicly available from the Registry:

- 1) domain name;
- 2) details of the registrant, and administrative and technical contacts, but only where these are legal entities or sole traders;
- 3) date and time of registration of the domain name;
- 4) date and time of the last change made to the domain name registration details;
- 5) date and time of expiry of the domain name registration;
- 6) name of the accredited registrar providing registration services for the domain name;
- 7) current status of the domain name (active, reserved, subject to dispute etc.);
- 8) information on the DNS servers and other technical information relating to the domain name.

Data on the registrant and the administrative and technical contacts made publicly available by RNIDS shall consist of: name (business name), registered address and corporate registration number (*matični broj*) of company or sole trader.

RNIDS shall, at the request of the registrant, activate protection against public exposure of data on the registrant and the administrative and technical contacts for a registered domain name.

At the written request of the registrant who is an individual, RNIDS shall make the name and surname of the registrant publicly accessible.

Disclosure of Registry data

Article 14

RNIDS may allow competent authorities, other entities and agencies access to information from the Registry collected by RNIDS in accordance with these General Terms, including data for which protection from public exposure has been activated, if they have the right to access this information under the applicable regulations of the Republic of Serbia.

Information required for the initiation and conduct of court proceedings or alternative dispute resolution proceedings connected with a domain name, including information for which protection from public exposure has been activated, shall be supplied by RNIDS on official request by the relevant court or alternative dispute resolution body.

If a third party files a request for disclosure of information on a domain name for which protection from public exposure has been activated, RNIDS shall request that the registrant respond within 15 days regarding consent to supply the requested information to the applicant. If the registrant agrees, RNIDS will supply the information for the domain name in question to the party that filed the application.

Where protection from public exposure has been activated for a domain name, RNIDS shall, via e-mail, forward correspondence submitted to RNIDS for that purpose by a third party to the contacts for the domain.

Duration of a domain name registration

Article 15

A domain name shall be registered for a period of between one and a maximum of ten years, with the option of renewal.

Registration and renewal of the registration of an Internet domain name shall be carried out for whole years, beginning on the day of registration.

Changing domain name registration information

Article 16

The registrant shall submit an application to change domain name registration information through the accredited registrar providing registration services for that domain name. Change of registrant and transfer of domain names between accredited registrars are governed by a separate Article of these General Terms.

Where a valid application has been submitted, RNIDS must carry out the change to the domain data, as a rule immediately, or at the latest within 60 days of receipt of a valid application by the accredited registrar.

Changes to domain name registration information are made when RNIDS enters the changes into the registry of national Internet domain names.

RNIDS has the right to change domain name information pursuant to a legally binding judicial decision, the decision of an authoritative alternative dispute resolution body or if the change is necessary to maintain the operational stability of the Internet.

Renewal of a domain name registration

Article 17

The registrant shall submit an application to renew the registration of a domain name through the accredited registrar providing registration services for that domain name.

RNIDS must carry out the renewal of the domain name registration immediately as a rule, and no later than three working days after receipt of the application for renewal of the domain name registration from the accredited registrar. This deadline may be extended in exceptional circumstances, in the event that RNIDS temporarily ceases or limits the processing of domain name registration applications in accordance with these General Terms.

Renewal of a domain name registration shall be carried out when RNIDS enters this renewal into the Registry.

It shall also be possible to renew the registration of a domain name before its expiry, but the maximum total number of years for which a domain name may be registered shall be 10 years. A renewed registration shall commence after expiry of the current registration.

On expiry of the registration period, the domain name is inactivated. The registrant shall have a redemption period of 30 days in which to renew the registration of the domain name, after which, if renewal is not carried out, it shall be deleted from the Registry.

Should the registrant renew the registration during the redemption period, the renewed registration shall commence from the time of expiry of the previous registration.

Transferring domains between accredited registrars

Article 18

The registrant has the right to change the accredited registrar for the domain names he or she has registered.

A change to the accredited registrar shall be carried out by way of the approved procedure described in detail in the Registration Procedures

Changing the registrant of a domain

Article 19

A change of registrant shall be carried out on the basis of:

- 1) a request by the registrant;
- 2) a decision of the alternative domain name dispute resolution body;
- 3) a legally-binding decision of an authoritative court.

In the event described in item 1 of the previous paragraph, the application to change the registrant shall be submitted to RNIDS through the accredited registrar providing domain name registration services for the domain in question.

The application shall be accompanied by a valid statement whereby the current registrant shall express their intention to carry out a change of registrant, while the new registrant shall supply data on the registrant in accordance with Article 8 of these General Terms.

If the conditions of this Article have been met, RNIDS shall carry out the transfer of the domain name, changing the registrant in the Registry immediately as a rule, or at the latest within 60 days of receipt of a valid application through the accredited registrar. The previous registrant shall thereby terminate their contractual relationship with RNIDS while the new registrant shall enter into the same, accepting these General Terms in full and assuming all rights and obligations of the previous registrant arising from this contractual relationship.

In the events described in items 2 and 3 of paragraph 1 of this Article, RNIDS shall change the registrant in accordance with the stated decisions.

Domain name locking at the Registry level

Article 20

Domain name locking at the Registry level is an additional level of protection for domain names from accidental or malicious changes. While the domain is locked at the Registry level, no changes relating to the domain name can be made.

At the request of the registrant, the RNIDS accredited registrar shall send a request for domain name locking to be activated at the level of the Registry.

Activation, or temporary or permanent deactivation of protection at the request of the registrant shall be performed by RNIDS in accordance with the Registration Procedures.

Termination of a domain name registration

Article 21

A domain name registration is terminated if:

- 1) the registrant submits an application for termination of a domain name registration;
- 2) the registrant does not renew the registration of a domain name before the expiry of the redemption period as per Article 17 of these General Terms;
- 3) the alternative domain name dispute resolution body decides on and orders the termination of the domain name registration;

- 4) the termination of registration of a domain name is ordered by a legally-binding decision of the competent court;
- 5) the competent public prosecutor orders the termination of the registration of a domain name by his/her own order;
- 6) RNIDS, during the procedure referred to in Article 8, paragraph 10 of these General Terms determines beyond reasonable doubt that the domain name registration details are incorrect or incomplete.

RNIDS may terminate registration in the event that the registrant has lost the status of rights holder and, within a time period to be specified by RNIDS, no less than 15 days, has failed to supply proof of legal succession.

The registrant or accredited registrar shall not be entitled to full or partial reimbursement of fees for a previous or renewed domain registration in the event of termination of the registration on the grounds given in this Article.

Resolution of domain name disputes

Article 22

Disputes relating to domain names registered in accordance with these General Terms may be resolved before the Committee for the Resolution of Disputes Relating to the Registration of National Internet Domains (hereinafter: the Committee) in proceedings which are laid out in a separate enactment.

In registering a domain name, the registrant accepts the authority of the Committee. The registrant also agrees to accept the decision of this body, taken in accordance with the enactment governing the resolution of such disputes.

Registration of a domain name for which proceedings have been brought before the competent court may not be terminated due to expiry, nor may any changes be made other than extending registration of the domain name, changing the DNS and changing the administrative and technical contact details.

Registration of a domain name for which proceedings have been brought before the competent court may not be terminated due to expiry, nor may any changes be made other than extending registration of the domain name, changing the DNS and changing the administrative and technical contact details. Parties to the dispute or court case shall notify RNIDS of the proceedings being brought, in writing, attaching suitable proof.

Upon issue of a decision by the Committee or court, any changes shall be made in accordance with the Registration Procedures.

Language, jurisdiction and applicable law

Article 23

These General Terms have been composed in the Serbian language. Where the text of these General Terms are available in another language, the Serbian language version shall be authoritative.

All disputes which may arise in connection with domain name registrations shall be resolved through negotiation and by amicable means. Where this is not possible, disputes shall be resolved before the competent court in Belgrade. Applicable law shall be that of the Republic of Serbia.

Amendments and supplements to the General Terms

Article 24

RNIDS shall reserve the right to make amendments and supplements to these General Terms, but shall be obliged to inform registrants and accredited registrars of such changes by way of their publication on the website of RNIDS at least 15 days prior to the day on which the amendments come into effect.

Entry into force and commencement of application of the General Terms

Article 25

These General Terms shall enter into force 45 days after their approval by the Conference of Co-founders of RNIDS and shall be published on the website of RNIDS.

Application of this amended and supplemented version of Article 2, paragraphs 3 and 4, shall be postponed until the commencement of registrations of domain names containing the characters introduced through these amendments and supplements. The date of commencement of registrations shall be determined by decision of the RNIDS Board of Governors, until which time these articles from the General Terms and Conditions for Serbian National Domain Name Registrations of 28th May 2016 shall be applicable.

Upon entry into force of these General Terms, the General Terms and Conditions for National Domain Name Registrations of 31st May 2014 shall cease to have effect, including all later amendments and additions.

CHAIR OF THE CONFERENCE OF CO-
FOUNDERS

Zoran Buhavac