

Approved by the Estonian Internet Foundation Council on 7 March 2018  
and taking effect on 25 May 2018.

## REGISTRAR CONTRACT

### 1 PARTIES TO THE CONTRACT

- 1.1 Estonian Internet Foundation, 90010019, Paldiski mnt 80, 10617, Tallinn, Estonia (hereinafter: EIF) and
- 1.2 [LEGAL PERSON]., [REGISTRY CODE], [ADDRESS], [hereinafter: Registrar].

### 2 FUNDAMENTAL PRINCIPLES OF THE CONTRACT

- 2.1 The Internet fulfils a significant social function globally, including in Estonia. A precondition for the use of the Internet is the operation of the DNS system and the authenticity of data in the WHOIS system.
- 2.2 EIF handles the management of Estonia's top level domain (TLD) **.ee** and other top level Estonia related domain names (hereinafter also Domain), maintains the domain name registry and organises the registration of domain names, based on the Domain Rules and other legal bases cited in them.
- 2.3 The Registrar Contract regulates EIF's relationship with the Registrant.
- 2.4 The Registrar has an EIF authorisation, and the right and obligation to provide Registration Services to Registrants. The Registrar may receive a fee based on agreements with Registrants.
- 2.5 At least one of the Registrar's employees has completed the EIF training programme and the Registrar completes other competence requirements that are fixed in the Contract. The Registrar's employee who has completed the training programme must retake the test according to clause 3.1.3 every 2 years. If Domain Regulation and its Annexes have been significantly amended within the 2 years, the Registrar must take a new test according to clause 3.1.3 within 4 months after the amendments have entered into force. The Registrar must pass the test according to clause 3.1.3 at least on the 3rd attempt; otherwise, it shall be deemed as a breach of contractual obligations.
- 2.6 The common goal of the Parties is to permit quality and secure domain registration and use by Registrants.
- 2.7 The Parties work together in the development of the Internet, in the interests of the Internet community in Estonia and around the world.
- 2.8 The cooperation of the Parties and their relationships with third parties, especially Registrants, always requires a high level of ethics, understanding of common values and mutual trust.

### 3 DEFINITIONS

- 3.1 Definitions used in the Contract and communication between the Parties have the meanings assigned to them in the Contract or Domain Rules. In the case of definitions which have not been defined in this manner the corresponding definition assigned by Estonian legislation or the ordinary meaning of the definition shall be followed.
- 3.1.1 "**Contract**" means the Registrar Contract together with all annexes.
- 3.1.2 "**Contract Date**" means the date on which the Contract was signed by both Parties.
- 3.1.3 "**Educational Programme**" means educational materials provided to the Registrar by EIF and the written test organised for the Registrar's employee or representative in order to control the Registrar's ability to provide quality Registration Services and use the logo EIF Accredited Registrar.
- 3.1.4 "**Competence Requirements**" means the mandatory requirements fixed in Contract clause 5 for ensuring the quality of Registration Services during the term of validity of the Contract.
- 3.1.5 "**Domain Name Register**" means the registry, which contains all Domain Names registered under the top-level domain .ee.
- 3.1.6 "**Technical Terms and Conditions**" refers to technical requirements (Annex 1) established by EIF, which EIF may unilaterally amend based on the cases and the method fixed in the Contract, and which the Registrar is obligated to implement in its activities.

#### 3.2 Annexes

The following documents are integral parts of the Contract:

- Annex 1. Technical Terms and Conditions;
- Annex 2. Fees and Conditions of Payment;
- Annex 3. Domain Rules;
- Annex 4. Personal Data Processing Guidelines.

### 4 GENERAL PROVISIONS

#### 4.1 Purpose of Contract

- 4.1.1 By entering into the Contract, the Registrar assumes the obligation and receives the authorisation and right to provide Registrants with all Registration Services pursuant to the terms and conditions of the Contract.

#### 4.2 Lack of sole right

- 4.2.1 Rights granted to the Registrar with the Contract are not sole rights and do not restrict the right of EIF to conclude contracts with other Registrars or the right to provide Registration Services in its own name (EE Direkt)

#### 4.3 Use of the EIF Registrar's logo and name

- 4.3.1 The Registrar has the right during the provision of Registration Services to refer to the logo *EIF Accredited Registrar* in accordance with EIF instructions.
- 4.3.2 During the term of validity of the Contract, the Registrar may refer to itself as an *EIF Accredited Registrar* in Estonian as well as foreign languages.

## **5 COMPETENCE REQUIREMENTS**

### **5.1 Fulfilment and monitoring of competence requirements**

Prior to the conclusion of the Contract, EIF controls the Registrar's fulfilment of competence requirements, including, when necessary, during working time at the location of the Registrar, and concludes the Contract only if the following competence requirements have been met:

- 5.1.1 at least one (1) employee or representative of the Registrar has successfully completed the Training Programme;
  - 5.1.2 The Registrar possesses the necessary technical and organisational resources, including a qualified labour force, to perform the Contract and provide Registration Services;
  - 5.1.3 The terms and conditions of the Registrar's Registration Service and the Domain Rules are published on the Registrar's website together with the logo *EIF Accredited Registrar* and a link to the EIF website;
  - 5.1.4 The Registrar ensures to Registrants the operation for customer service purposes of its e-mail address, which is published on the website of the Registrar;
  - 5.1.5 The Registrar has established internal provisions within its business, which regulate the obligations of the Registrar's employees in the processing of personal data, including ensuring the availability, secrecy and integrity of the data, and the making of redundancy copies of personal data, and controls the fulfilment of the named internal provisions.
- 5.2 EIS also has the right to control the performance of competence requirements during the term of validity of the Contract, including during working time at the location of the Registrar, notifying the Registrar of the corresponding wish a reasonable period of time in advance. The Registrar is obligated to allow EIF to examine, for control purposes, the necessary data and to cooperate in good faith with EIF.

## **6 REGISTRATION SERVICES**

- 6.1 The Registrar provides Registration Services to the Registrant having submitted an application for the provision of Registration Services in accordance with the Domain Rules and with the service contract concluded between the Registrant and the Registrar.
- 6.2 The following must, in any case, be fixed in the named service contract:

- 6.2.1 The applicable Domain Regulation constitutes standard terms to fulfill the legal relationship between the EIF, the Registrant and the Registrar. **The Registrant has an obligation to the EIF to comply with the applicable Domain Regulation and instructions specifying the Domain Regulation, as published on the EIF website.**
- 6.2.2 The EIF may require the Registrant **to fulfill its obligations to the EIF under the service contract and the application for registration of the domain.**

## **7 PROVISION OF REGISTRATION SERVICES**

- 7.1 The Registrar provides Registration Services in accordance with the Technical Requirements prescribed in Annex 1 to the Contract.
- 7.2 The Registrar is required, prior to the provision of the Registration Service, to control the identity of the Registrant or his/her representative in accordance with the requirements prescribed in the Domain Regulation. The Registrar may allow for one or more of the methods of identity control provided in the Domain Regulation. When providing a Registration Service not subject to the identity control requirements of the Domain Regulation, the Registrar must determine the intention of the Registrant.
- 7.3 The Registrar is required in the case of the receipt of applications from different Registrants for the same domain name to forward to EIF the applications in question in the order in which they were received, taking into consideration the standard terms of his/her service contract.
- 7.4 The Registrar may provide Registration Services only on the basis of those applications which are signed and submitted to the Registrar after the Contract date.
- 7.5 EIF has the right to demand from the Registrar the performance of operations within its competence if this is necessary for the execution of a court or arbitral tribunal judgment.
- 7.6 The Registrar is required to provide Registration Service in good faith and in the interest of Registrar and in accordance with the Contract.
- 7.7 The Registrar may allow one or several domain name registration periods stipulated in the Domain Regulation.

## **8 REGISTRANT'S DATA**

- 8.1 Upon the registration application for a Domain Name, the Registrar requires from the Registrant the information and documents prescribed in the Domain Rules. The Registrar shall not provide the desired Registration Services to the Registrant before the Registrant has submitted information and documents.
- 8.2 The Registrar is required to append the application submitted by the Registrant in connection with the provision of Registration Services to the notice sent to EIF in accordance with the requirements prescribed in Contract Annex 1 (Technical Requirements).

## **9 DOMAIN RULES**

- 9.1 The Registrar shall apply the valid wording of the Domain Rules to the contractual relationships concluded with the Registrant. The Registrar shall make the Domain Rules available on its website, independently of the standard conditions of the Registrar's own established service contract.

## **10 MAINTAINING OF RECORDS**

- 10.1 The consents of the Registrant listed in Contract clause 6.2 shall be fixed by the Registrar in the service contract and the Registrar shall submit the service contract, upon the demand of EIF, for examination by EIF. EIF has the right to make copies and extracts of the named service contract.
- 10.2 The Registrar preserves documents related to the provision of the Registration Service, including documents certifying payments made by the Registrant or the Registrant's representative and electronic log files in a format reproducible in writing, and presents them to EIF for examination upon demand. EIF has the right to make copies and extracts of the submitted documents.
- 10.3 The Registrar preserves the documents named in Contract clauses 10.1 – 10.2 in a manner which allows for them to be protected from fire or other security risk.
- 10.4 The Registrar preserves the documents named in Contract clauses 10.1 - 10.2 during the term of validity of the Contract and for a period of 10 (ten) years after the expiry of the Contract, except upon the transfer of the documents into the possession of EIF upon the expiry of the Contract.
- 10.5 At the request of EIF, the Registrar shall provide, in oral and written form, information and documents on its activities, the provision of which is reasonably necessary for controlling adherence to the current Contract.
- 10.6 EIF has the right to control adherence to the Contract, including the controlling of the Registrar's following of competency requirements, during working time and with a reasonable advance notice to enter the rooms in which the performance of the current Contract by the Registrar is taking place.

## **11. PROCESSING OF PERSONAL DATA**

- 11.1 The Registrar will process the Registrant's personal data in its own name and under its responsibility in accordance with the legislation and the service contract concluded with the Registrant. The EIF may authorize the Registrar to process the Registrant's personal data for and on behalf of the EIF.
- 11.2 The Registrar implements technical and organisational methods prescribed in the Personal Data Protection Act for the protection of the personal data being processed.
- 11.3 The Registrar is required to keep a record of processing operations.
- 11.4 The Registrar is required to comply with the requirements for the processing of personal data established in Appendix 4 to the Registrar under this Contract.

## **12. EIF INFORMATION FOR REGISTRANTS**

- 12.1 The Registrar forwards information to the Registrant that has been sent to it by EIF and that is intended for the Registrant, sending a corresponding notice to the e-mail address of the Registrant's administrative contact.

## **13. RULES OF PROFESSIONAL CONDUCT FOR THE REGISTRAR**

- 13.1 The Registrar may not, directly or indirectly, register Domain Names in its name for the purposes of sale, rental or the trading Domain Names in any other manner.
- 13.2 The Registrar may not overload the name servers or hinder (for example, organize Denial of Service [DOS] attacks) or perform other operations itself which may endanger the good operation and/or stability of the DNS system.
- 13.3 The Registrar acts in good faith in its relations with EIF. The Registrar must not use in bad faith any possible deficiencies in procedures and software which EIF is using or otherwise behave in a manner that is in contravention of the principles of good faith.
- 13.4 The Registrar may not perform repeated systematic inquiries in EIF databases with the objective of determining which domain names are registered or being deleted, or acquire in such a manner other data published by the WHOIS service, except for inquiries that are made separately in each case.
- 13.5 The Registrar has the right to use sub-contractors, who have the right on behalf of and in the name of the Registrar to accept applications from Registrants related to the provision of Registration Services and to perform other obligations of the Registrar. The Registrar shall be liable for all of the sub-contractor's Domain Name related activities.
- 13.6 Upon finding an error or deficiency in the EIF information system, the Registrar notifies EIF thereof in the first order and without delay. The Registrar must not inform third parties or the public of the error or deficiency without the relevant consent of EIF if this may result in damage to EIF or third parties.

## **14. EIF OBLIGATIONS**

- 14.1 EIF notifies the Registrar of the performance, non-performance or the putting on hold of a Registration Operation by a notice sent through the EIF information systems without delay.
- 14.2 EIF notifies the Registrar of its client service e-mail address and telephone number and on its website makes available to Registrars all instructions, procedures, documents and technical descriptions required for the performance of the Contract and the required provision of Registration Services and provides, upon an application by the Registrar, explanations regarding them. EIF immediately notifies the Registrar about all changes in the above mentioned data.
- 14.3 EIF ensures that the Registrar has the opportunity to participate in the educational programme and provides the Registrar with a logo to use during the term of validity of the Contract, which shows that the Registrar is an accredited Registrar.

- 14.4 EIF ensures operation of the registry of domain names and the operation of the necessary technical platform allowing for the provision of registration services by the Registrar to the extent of the technical terms and conditions prescribed in Contract Annex 1.

## **15. FEES AND CONDITIONS OF PAYMENT**

- 15.1 The fees paid to EIF by the Registrar on the basis of the Contract and their conditions of payment are listed in Contract Annex No 2. The Registrar has examined and agreed to Contract Annex 2.
- 15.2 EIF may unilaterally amend Annex 2 at any time, notifying the Registrar of the changes at least 2 (two) calendar months in advance prior to the entry into force of the new fees and/or conditions for payment and by sending a corresponding notice regarding the changes to the Registrar's e-mail address.

## **16. COMPENSATION FOR DAMAGE**

- 16.1 The Registrar shall compensate EIF for any direct damage arising from a breach of the Contract caused by the Registrar or his/her subcontractor, either intentionally or due to gross negligence.
- 16.2 EIF shall compensate the Registrar for any direct damage arising from a breach of the Contract caused by EIF either intentionally or due to gross negligence.

## **17. SANCTIONS**

### **17.1 Warning and Contractual Penalties**

- 17.1.1 If the Registrar fails to perform the obligations arising from the Contract as required, EIF shall send a warning, corresponding to the requirements prescribed in clause 17.3 to the Registrar's e-mail address, for the elimination of the breach of Contract.
- 17.1.2 If the Registrar has not eliminated the breach of Contract within the period specified in the warning, EIF has the right to suspend the performance of the Contract until the elimination of the breach of Contract by the Registrar.
- 17.1.3 In the warning submitted to the Registrar, EIF must fix which contractual obligation the Registrar is in breach of. The term provided by EIF to the Registrar for the elimination of the breach shall not be less than 10 (ten) working days as of the receipt of the warning by the Registrar.
- 17.1.4 The warning sent by EIF shall be deemed to have been received by the Registrar if more than 2 (two) working days have passed from the date it was sent to the e-mail address fixed in the Contract.
- 17.1.5 EIF has the right to claim a contractual penalty in the amount of up to EUR 600 for each incident of breach. If the Registrar has not paid the contractual penalty within 10 (ten) calendar days, EIF has the right to suspend registration of .ee domains until payment of the contractual penalty

17.2 If a breach of the Contract is not prolonged or cannot be reasonably eliminated, EIF sends a notice of breach to the e-mail address of the Registrar. In the notice to the Registrar, EIF sets out the factual circumstances and the breach of the obligation under the Contract. If the breach is material, EIF may claim a contractual penalty in the amount of up to EUR 600 for each incident of breach. If the Registrar has not paid the contractual penalty within 10 (ten) calendar days, EIF has the right to suspend registration of .ee domains until payment of the contractual penalty.

### **17.3 Extraordinary Cancellation of the Contract**

17.3.1 EIF may cancel the Contract extraordinarily, notifying the Registrar of this not less than 1 (one) calendar month in advance, if EIF has on the basis of clause 17.1.2 halted the performance of the Contract and the Registrar has not eliminated the breach of Contract that was the reason for the halting of the performance of the Contract within 2 (two) calendar months as of the receipt of the notice submitted by EIF regarding the breach of Contract.

17.3.2 EIF may suspend the performance of the Contract or terminate it extraordinarily without prior notice if EIF cannot be reasonably required to continue performing the Contract, considering all the circumstances and mutual interests. Under this clause, EIF may suspend the Contract or terminate the Contract extraordinarily if at least one of the following circumstances is present:

17.3.2.1 Liquidation or bankruptcy proceedings are commenced against the Registrar or the Registrar ends the provision of registration services to Registrants; or

17.3.2.2 The Registrar is in material breach of its personal data protection obligations under the Contract; or

17.3.2.3 The Registrar has allowed for exploitative abuse of the domain registry data or the EIF information systems, including for the falsification of data or the amendment of data without the consent of the Registrant by third parties or by employees of the Registrar;

17.3.2.4 The Registrar has repeatedly been in material breach of the Contract.

## **18 EXPIRY OF REGISTRAR'S CONTRACT**

18.1 Following the expiry of the Contract, the Registrar shall submit all data and documents named in clause 10.2 to EIF and/or persons named by it, and also other information related to Registration Services upon the demand of EIF, within 10 (ten) working days of the date of expiry of the Contract. In the event of the breach of the named obligation, EIF may claim a contractual penalty in the amount of up to EUR 1,200.

18.2 EIF or, with the consent of EIF, the Registrar shall notify all Registrants of Domain Names administered by the Registrar of the expiry of the Contract, including the extraordinary cancellation of the Contract, who are faced with consequences from the expiry as prescribed in the Domain Regulation.

18.3 Within a year of termination of the Registrar Contract EIF may refuse to enter into a Registrar Contract with a Registrar whose contract was cancelled by EIF extraordinarily under clause 17.3, unless the Registrar proves that the breaches that led to the termination will not be repeated. This clause remains valid for 12 months after the cancellation of the Contract.



## **19 AMENDMENT OF CONDITIONS**

- 19.1 EIF has the right to unilaterally amend the Contract conditions according to its own vision, if this is due to the advancement of technology or other circumstances deemed important by EIF. The amendment of Contract conditions is deemed, among other things, to be the establishment or amendment of instructions by EIF.
- 19.2 EIF publishes amendments to the Contract conditions on its website and notifies the Registrar of changes via e-mail at least 2 (two) months prior to their entry into force. If the Registrar decides not to agree with the amended terms and conditions, the Registrar may cancel the Contract as of the date on which the amendments to the Contract enter into force, provided that the Registrar gives EIF at least 30 days notice.

## **20 TRANSFER OF THE CONTRACT**

- 20.1 EIF has the right to transfer the rights and obligations arising from the Contract, including the Domain Rules, either in part or in their entirety, notifying the Registrar of this in writing at least 3 (three) months in advance.
- 20.2 The Registrar has the right to transfer the rights and obligations arising from the Contract only to another EIF-Authorized Registrar and with the prior written consent of the EIF. In this case, the Registrar must notify the Registrants at least 30 days before the transfer of Domain Names.

## **21 EXCHANGE OF INFORMATION**

- 21.1 Contract related notices between the Parties are sent to the e-mail and/or postal address provided by the opposing Party. Both Parties are responsible for notifying the other Party regarding any changes in their address.
- 21.2 E-mail address of the Registrar:
- 21.3 E-mail address of EIF: info@internet.ee
- 21.4 In the exchange of information pertaining to the Contract with EIF, the contact person of the Registrar is an employee appointed by the Registrar who has completed the training programme.

## **22 COMPLETENESS OF CONDITIONS**

- 22.1 The Contract together with its Annexes regulates all mutual relationships between the Parties.

## **23 TITLES**

- 23.1 The division of the Contract into separate parts and the titles assigned to them do not affect the interpretation of this Contract.

## **24 CONTRADICTORY INFORMATION**

24.1 If the terms and conditions specified in the annexes to the Contract are in contravention of the terms and conditions presented in the principal text of the Contract, the principal text of the Contract shall be followed.

## **25 VALIDITY OF CONTRACT**

25.1 The Contract shall enter into force on the Contract date and shall be valid without a term. The Parties have the right to cancel the Contract upon agreement or on the bases and manner prescribed in the Contract or legislation.

25.2 Either Party shall have the right to cancel the Contract on ordinary terms by notifying the other Party of it in writing at least 6 (six) months in advance. The period of advance notice is calculated from the date of receipt of the notice.

## **26 DISPUTES**

26.1 Disputes between the Parties arising from the Contract are subject to resolution in Harju County Court, Tallinn, Kentmanni Court House. The legislation of Estonia is applied to the Contract.

In the case of possible disagreements and misunderstandings between the Estonian and foreign language versions of this document, the Estonian language text shall be used as the basis.

**For and on behalf of EIF:**

**For and on behalf of the Registrar:**

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Heiki Sibul  
Member of the Management Board

**In case of any wording misapprehensions between the English and Estonian version, wording in Estonian is superior and legally binding.**