# DOMAIN REGISTRATION POLICY

*DISCLAIMER: The whole text of the present Policy, as well as the documents derived from it, including those in the Annexes, have been written in Hungarian and English, both versions being deemed authentic, but for legal purposes the text in Hungarian is to be given priority of interpretation.*

## Table of contents

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

## Chapter I: Terms used in the Domain Registration Policy

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

**Domain:** An autonomous Internet subset, a data-base assigning names to a set of Internet addresses.

**Domain name:** A technical identifier consisting of alphanumeric characters, that is used primarily instead of the Internet addresses essential for the Internet communication as they are easier to remember. This Domain Registration Policy are applicable to domain names located directly under the top-level domain of .hu or under any of its second level public subdomains in the Internet domain system (e.g. companyname.hu, companyname.co.hu). The domain names with accentuated letters (IDN in the international terminology) are stored in a coded form in the name servers while they usually appear in a non-coded form on the user's level therefore the „Domain name" is to be understood to be in a non-coded form in this Policy unless otherwise specified.

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

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

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

**Delegation:** Granting the Domain Applicant the right of use of an Internet domain identified by a domain name.

**Registration:** Recording the data necessary for the delegation in the appropriate databases.

**Granting the right of use conditionally:** Granting the right of technical use of a domain name prior to the delegation.

**Maintenance:** Delegation maintenance service provided for the Registrant wherein the necessary technical and administrative data are stored in the .hu primary and secondary name-servers and databases; they can be accessed through the Internet and are amended as required.

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

**Document-based application for a Domain:** The Domain Applicant enters into a contract of delegation-request in connection with the requested domain, during which it provides all the necessary statements and data in accordance with point 1.2.2.1. Domain application statements shall be submitted by the Domain Applicant on paper or electronically authenticated. The Registrar is obliged to forward the application documents or their electronic copy electronically to the Register.

The domain registered on the basis of this Application form mentioned in the previously valid versions of the Policy is considered to be a document-based registration, regardless of whether the Application form has been signed on paper or authenticated electronically.

**Document-based registration of a Domain:** A domain that has been requested on the basis of a document or on the basis of a confirmation procedure, but the Registrant later requested in a statement to transition to a document-based registration.

A domain registered on the basis of this Application form mentioned in the previously valid versions of the Policy is considered to be a document-based registration, regardless of whether the Application form has been signed on paper or authenticated electronically.

**Confirmation procedure-based application for a Domain:** The Domain Applicant enters into a contract of delegation-request in connection with the requested domain, during which it provides all the necessary statements and data in accordance with point 1.2.2.1. Domain application statements shall be submitted by the Domain Applicant via a confirmation procedure.

**Confirmation procedure-based registration of a Domain**: A domain that has been requested on the basis of a confirmation procedure or on the basis of a document, but the Registrant later requested in a statement to transition to a confirmation procedure-based registration.

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

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

**Domain Applicant:** A person who submits an application for the delegation of a specific domain. If the domain applied for is delegated, the applicant will become the Registrant.

**Registrant:** The person whom the domain has been delegated to.

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

**Registry:** Manager of public domains (safeguards, maintains and makes the data available relating to the domains delegated under the public domains). The Registry is ISZT Nonprofit Kft., an organisation authorised by the Scientific Association of Council of Hungarian Internet Providers to perform the activity.

**Register:** Data relating to the domain-delegations, saved in the computer system by the Registry.

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

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

**Consulting Board (CB):** consists of independent experts and operates within the framework of Alternative Dispute Resolution Forum and Policy on issues relating to the delegation of domains not yet delegated with right of use, conditionally delegated, and supports the lawfulness of delegation of domain names via its guidance.

**Complainant:** A party requesting the determination whether the delegation of a domain name to a particular Domain Applicant is against the Policy based on Chapter V of this Policy.

**Complainee:** a Domain Applicant who has been granted conditionally the right of use of a domain, but the delegation thereof is requested by the Complainant to be established as one against the Policy.

**Registration Decision Maker:** A service for settling the disputes, operating in the framework of the Alternative Dispute Resolution Forum with members of independent Decision Makers settling the disputes out of court, about the revocation and transfer of delegated domain names from Registrants.

**Inquirer:** a party asking the Registration Decision Maker to revoke the delegation of a domain, or to transfer the delegation to the Inquirer.

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

**Hotline Decision Making Forum (HRMD):** A service, consisting of independent decision makers, settling the disputes out of court within the framework of the Alternative Dispute Resolution Forum, which may proceed in case of notifications concerning tortious information communicated under delegated domains, in case of illicit behaviour concerning the information or in case of any report on such information as violates the rights or legitimate interests of other persons. HRMD may act pursuant to applications from the (hotline) notifying services maintained for this purpose in Hungary that have a co-operation agreement with the Registry and may proceed by adhering to terms and conditions prescribed specifically for them.

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

### 1. Application for domain delegation

1.1     Criteria regarding the Domain Applicants

1.1.1   Delegation of domains directly under the .hu public domain may be applied for by

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

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

  c)  any legal entity

   i) established by virtue of law,
   ii) entered in the Register of or registered with an authority or court, or
   iii) filing its respective application with the competent authority or court and commencing its operations pursuant and according to the law prior to such entry or registration,

  in the territory of the European Union, of the Council of Europe, an EEA or EFTA country or a neighbouring country of Hungary.

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

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

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

1.2     General policy of the delegation procedure

1.2.1   Initiating the delegation of a domain

1.2.1.1 The delegation is subject to the precondition for the Domain Applicant to apply for the domain at a chosen Registrar, according to the contractual terms and conditions of the Registrar in question. The terms and conditions of the contract shall not contradict the provisions of the Policy. In case of deviations, the dispositions set out in the Policy shall be applied in any legal relationship evolving from the application for and the use of the domain name in question.

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

1.2.1.3 The service of application for delegation may be subject to fees charged by the Registrar.

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

1.2.2    The application process

1.2.2.1 When applying for a domain, the Domain Applicant shall provide the Registrar (which they have a contract with) the chosen domain name, the contact data of the administrative contact person, as well as the particulars according to the applicable category from below:
  i.    Natural person applying for domain: name, postal address, e-mail address, telephone number and, as chosen by the applicant: the number of the identity document (id card, passport, driving licence or residence permit) or his or her birthdate.
  ii.   Legal person applying for domain: name, postal address, e-mail address, telephone number, tax number, name of legal representative.
  iii.  Individual entrepreneur applying for domain: name, postal address, e-mail address, telephone number and tax number.
  iv.   Heir of a deceased Registrant as Domain Applicant: name, postal address, e-mail address, telephone number and, as chosen by him or her, the number of the identity document (id card, passport, driving licence or residence permit) or his or her birthdate, as well as: grant of probate, certificate of inheritance or statement of inheritance.
  v.    Person authorising the use of name: name, residential address.
  vi.   Details of the administrative contact person (if the contact person is different from the Domain Applicant): name, postal address, e-mail address and telephone number, in case of an individual entrepreneur, tax number.

It is a pre-requisite for the validity of applications that the Domain Applicants provide in the application for delegation all the mandatory data genuinely as per this clause and declare that:
  i.    the data provided are valid, and
  ii.   that they agree to the provisions of the Policy and that they will consider those provisions as binding them during the whole term of domain application and delegation, and
  iii.  by maintaining the delegation, they submit themselves to the decisions of the Alternative Dispute Resolution Forum, and

  iv.   that they have become familiar with the contents of the Privacy Policy and agree that their personal information will be processed as provided therein.

1.2.2.2 In case of document-based registration the required data and the legal statements made shall be authenticated and sent to the Registrar by:
  i.    in case the Domain Applicant is a natural person, themselves or their authorised representatives (with a power of attorney notarised or included in private document providing conclusive evidence simultaneously attached thereto),
  ii.   in case of a legal entity, by the legal representatives or their authorized representative.

Authentication may be performed with a paper-based signature in one's own hand or electronically for electronically signed contracts.

1.2.2.3 In the case of a confirmation-based application, the Domain Applicant shall provide the required data in one of the ways offered by the Registrar. Within the framework of the

confirmation procedure (one or two factors) provided by the applicant, they confirm their application and provide the statements described in point 1.2.2.1. The Domain Applicant must complete the confirmation by a deadline that is complete within 14 days of sending the confirmation request to the Registry.

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

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

1.2.2.6 Obligation of preservation

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

ii.   In case of confirmation procedures the Registrar shall retain the data and legal statements provided with the application in electronically archived form for one year from the day its legal relationship with the Registrant is terminated. The registration of the Domain Applicant or Registrant regarding the acceptance of the statements issued according to point 1.2.2.1 shall be recorded and archived in electronic form by the Registry.

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

1.2.2.8 The data provided in the application process and any other shared information shall be handled and made available to the public or third parties by the Registry in accordance with the Privacy Statement. The Registrar shall also be responsible to record the data provided by the Domain Applicants accurately.

1.2.3    Application handling

1.2.3.1 Registrar shall immediately inform the Domain Applicant of any problem in the administration of the application occurs (e.g. deviation from the technical specifications concerning the operation of a domain, etc.) and shall handle the problem in consultation with the applicant according to the provisions of the contract entered into with the Registry and to the Policy.

1.2.3.2 Registry shall immediately start to process such applications as have been entered in the Register and forwarded by the Registrar and shall check conform to the Policy if the application meets the requirements concerning the technical operability prescribed in paragraph 11 of these Policy (and, in case of confirmation procedures, it shall launch the confirmation procedure. In the event Registry determines that the technical requirements are not met, shall inform the Registrar and specify the technical deficiency. The Registrar and the

applicant then have 14 days available from the date of registering the application into the Register to eliminate the deficiency and meet the requirements concerning the technical operability of the domain. The application will automatically be deleted in case the deadline is missed.

1.2.3.3 Beside the checking of the requirements prescribed for the technical operability, the Registry shall check if the application meets the requirements set forth in paragraphs 2.1, 2.2.3 and 2.2.4 of the Policy as well as if all data necessary for the application is available.

1.2.3.4 The Registry is not obliged to but is entitled to examine the conformity to point 2.2.2 of the Policy of the applied domain name. The Registry shall not be engaged in any other inspection of this kind. Where the Registry performs checking as per paragraph 2.2.2 c), will only investigate eventual delusive similarity to other .hu domain names. The Registry shall not be held responsible for the registration of a domain name not conforming to the Policy, due to the lack of or to the error of examination. Responsibility for choosing a domain name lies solely with the Domain Applicant as set forth in paragraph 2.3 of the Policy.

1.2.3.5 In case the Registry realizes that the application is incomplete, or is conflicting with the Policy, it shall notify the Registrar accordingly and indicate the reason within one business day if possible. 14 days shall be available to the Registrar for completing the documents or revoking the application upon consulting with the Domain Applicant. Should the Registrar fail to enter any of these steps into the Register within this time frame, the application will be automatically deleted. After such deletion, the Registry will not accept applications for the same domain name with the same deficiency.

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

1.2.3.7 Following the procedure as per paragraphs 1.2.3.1 – 1.2.3.5, the domain will become available for conditional use for the applicant and will be published by the Registry on its website on the list of domains waiting for delegation. During the conditional usage, the Applicant can use the domain technically, but the domain will finally be delegated definitively only in case if no complaint is filed against it in 8 days upon the starting day of publication.

1.2.3.8 In case a complaint is filed against a published domain within the deadline, the domain will either be delegated definitively, or it will be deleted by the Registry depending on the outcome of the alternative dispute resolution procedure (procedure by the Consulting Board) as per paragraph 9.

1.2.3.9 If no complaint is filed against the application within the deadline, the fact of delegation will be registered, and the following data will be registered into the Register:
   i.    the name of the delegated domain,
   ii.   the technical data of the delegated domain,
   iii.  the particulars of the Registrant and of the administrative contact.

The following data will be displayed publicly on the Registry's website in relation to the delegated domains:

i.     name of the delegated domain,

ii.    technical data of the delegated domain,

iii.   particulars of the Registrant in case of legal entity or individual entrepreneur.

## 2. The domain name

2.1     Formal requirements relating to the domain name

2.1.1   Domain names shall consist of at least 2, and up to 40 characters.

2.1.2   Characters that can be used in domain names

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

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

2.2     Other criteria relating to the domain name

2.2.1   The Domain Applicant is free to choose the domain name to be delegated, within the framework of laws and the Policy, but the Domain Applicant shall act with utmost care in choosing the domain name so as the application, the domain name, and its usage shall not violate the rights of other persons or entities (e.g. the right of exclusive names, the right of privacy, the right of reverence, the right of intellectual property, etc.). Domain Applicants shall be expected to check the commercial register or major trademark databases[i] before choosing the domain name.

2.2.2   No such domain name shall be chosen and used as, in terms of its meaning and/or use, is suspected of being:
    a)  illegal, or
    b)  incentive to hatred or fear, or
    c)  delusive.

2.2.3   No such domain name shall be chosen as:
    a)  is already registered under the particular public domain, or
    b)  belongs to the protected names published on the Registry's website.

2.2.4   In case of delegation directly under the .hu public domain
    a)  for settlements in Hungary with local government have the right to choose a domain name identical with the name of the settlement (written in Hungarian and in the local ethnical minority's language where such an official settlement name exists),

b) only the official representation of a country is entitled to choose a domain name identical to the name of the particular country (written in Hungarian and in English)

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

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

2.3   Liability for domain name choice

2.3.1   The Domain Applicant and the Registrant have exclusive liability
   a) for the choice, meaning and use of a particular domain name as well as for the consequences thereof,
   b) for the lawfulness of domain name choice and use,
   c) for damage caused to third parties by the domain name choice or use,

2.3.2   The Domain Applicant or the Registrant shall
   a) exercise appropriate care in choosing the domain name and verify its choice for lawfulness prior to the application,
   b) voluntarily give up the chosen domain name if the use of the delegated domain name violates the rights of others despite the careful procedure,
   c) substitute the Registry and/or the Registrar if another person wants to enforce claims against the Registry or the Registrar in connection with the chosen domain name or, if there is an obstacle to doing so, provide them with every help in defending them against the claim,
   d) relieve the Registry and/or the Registrar from any costs arising from any legal dispute, damage or claim in connection with the domain name delegated thereto, from the delegation and registration process, the choice, meaning or the use of the domain name, and shall do everything so that the interests of the Registrar or the Registry not to be prejudiced.

2.3.3   Neither the Registrar nor the Registry, acting in this capacity, shall be held liable for any damage caused to a third person by the choice or the use of the domain name provided that the provisions in the Policy and those in the contract with the Domain Applicant or the Registrant have been complied with.

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

## Chapter III: Maintenance of domain delegation

### 3. Maintenance of delegation

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

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

3.3    Change of Registrar

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

3.3.2    In the case of a document-based registration of a domain, as a general rule, the Registrant also applies for a document-based registration of the domain at the new Registrar. If the Registrant applies for the domain at the new Registrar through the confirmation procedure, the Registrant must at the same time submit to the new Registrar the document according to point 3.6.1 requesting the change of the domain from the document-based registration to the confirmation procedure-based registration. The Registrant will then approve the request and make the required statements using a confirmation process.

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

3.3.4    In case of a domain registered under the confirmation procedure, if the Registrant requests the domain at the new Registrar using the document-based procedure, the Registrant must at the same time submit to the new Registrar the document according to section 3.6.2 requesting the change of the domain from a confirmation procedure-based registration to a document-based registration. The Registrant then approves the change of registrar and makes the required declarations through a confirmation procedure. In this case, the Registry will use for the Registrant the confirmation factor data provided by the Registrant to the Registrar of the domain prior to the transfer.

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

3.4    During the delegation period the Registrant shall have an administrative contact person. Policy relating to the administrative contact person are set forth in section 12 of the Policy.

3.5     Changes in the details of the Registrant

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

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

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

3.5.4    In case of a document-based registered domain, the Registrant must certify the change by a document if:
   a)  for legal persons: their tax number and / or name have changed, including name change and succession (e.g. merger, amalgamation, division, etc.), but excluding transfer, the rules of which are set out in point 7;
   b)  for natural persons: change of name and succession (including inheritance but excluding transfer) and / or change of identification number.
The Registrar shall forward the documents to the Register electronically.

3.5.5    In case of a domain registered based on a confirmation procedure, the Registrant must approve the data change by a confirmation procedure if:
   a)  factor data changes (in which case they must verify the change with both the original and new factor data), or
   b)  for legal persons: their tax number and / or name have changed, including name change and succession (e.g. merger, amalgamation, division, etc.), but excluding transfer, the rules of which are set out in point 7;
   c)  for natural persons: change of name and succession (including inheritance but excluding transfer) and / or change of identification number.
The rules of modifications due to transfer are detailed in Section 7 of the Policy.

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

3.5.7    In case of a domain registered based on a confirmation procedure, if the Registrant loses control of one of their factors (for example, the email address or telephone number is discontinued), the factor data of the Registrant is modified as follows:
   a)  The Registrant is obliged to provide the new factor data in a statement submitted to the Registrar in a private document of at least full probative value.
   b)  The Registrar forwards the declaration electronically with the new data to the Registry, and the Registry first initiates a confirmation procedure with the original confirmation factor(s), during which the Registrant, if it still has control over these factor(s), can block the requested factor data changes.
   c)  If the Registrant does not prohibit the change of the factor data with the original factor or factors within 3 working days, the Registry shall initiate the confirmation procedure

with the new factor data, during which the Registrant may confirm or reject the change.

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

3.6.1    A document-based registered domain can be changed to a confirmation procedure-based registered domain by a Registrant. In this case, the Registrant shall declare the migration in a private or public document of full probative value (including an electronically authenticated document) and at the same time provide the details of the factor(s). The statement must be sent by the Registrant to the Registrar, and the Registrar must send it to the Registry electronically. The Registry will then conduct the confirmation process.

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

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


## Chapter IV: Termination of domain delegation


### 4.  Cancellation of delegation

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

4.2     In this case Registrant shall conclude a new contract for maintenance of delegation and maintenance with a Registrar of their choice, with a deadline that enables the Registrar to enter the signing of the new contract into the Register within 45 days upon the date when the former contract termination was entered in the Register.

4.3     In case the Registry notices that a Registrant has been deleted on a final and binding basis without a legal successor and thereby identifies that the condition set forth in paragraph 3.1 for maintaining the domain is no longer fulfilled, the Registry records this fact in the Register.

## 5. Suspension of delegation

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

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

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

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

   d) the circumstances provide ground for concluding that:

      1. the data given by the Registrant in the application for the purpose to be identifiable was false,

      2. no consent has been given to the Registrant to handle the personal data of the natural person appointed as administrative contact person.

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

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

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

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

5.3 During suspension the technical service of domain delegation is suspended but the Registrant in the Register remains unchanged.

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

## 6. Revocation and deletion of delegation

6.1 The delegation shall be revoked by the Registry if

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

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

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

f) the administrative contact person attests beyond reasonable doubt that the Registrant has deceased, or the legal entity has been dissolved without any legal successor and the right of using the domain has not been devolved upon another person. The statement shall be included in a notarised statement or in a private document providing conclusive evidence and sent to the Registrar.

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

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

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

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

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

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

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

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

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

1) the Registrant registered at the time of the revocation,

2) the legal successor of the Registrant registered at the time of the revocation with respect to the right of using the domain,

3) a person - who in case the Registrant has been deleted on a final and binding basis without a legal successor:

    1. is able to prove that the domain had originally been applied for upon its mandate, or solely in its favour or its use, or

    2. fully aware of his criminal responsibility, declares in a private document providing conclusive evidence that he/she:

        a. is not aware of the transfer of the domain by the Registrant to anybody prior to its deletion, and

        b. is the one who has been using the domain on an ongoing basis since the final deletion of the Registrant on record, and

        c. is the one who has been paying the maintenance fees,

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

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

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

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

6.5    The delegation shall be revoked pursuant to paragraph 6.1.g) only if the following procedure brings no result:

After the Registry gets a notice or suspects that:

    a) the e-mail or postal address of the Registrant or of the administrative contact person is invalid, or

    b) the Registrant is not real or has died or has been dissolved,

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

6.6    A domain application based on paragraph 6.3 3) may be submitted no later than 31 January 2022, after this date it will not be possible.

## 7. Transfer of delegation

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

a)  The new Domain Applicant submits a request to a Registrar of his choice to maintain the domain in accordance with point 1.2.2, and with the contractual terms of that Registrar.

b)  in some cases, detailed in point 7.2, it is a mandatory condition of the transfer, in other cases it is an optional requirement that the new Domain Applicant submits the transfer statement of the transferring Registrant to the Registrar in the form of a fully authentic private or public document. The statement shall be transmitted electronically to the Registry by the Registrar. The different cases are detailed in the following subsections.

The transfer procedure begins with the application described in a) at the Registrar. The transfer shall take effect on the date of the new delegation. Upon entry into force, the delegation maintenance agreement of the transferring Registrant will automatically terminate.

7.2    Different cases of transfer

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

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

b)  If there is a change in the person entitled to represent the transferring Registrant between the date of the transfer declaration and the initiation of the transfer procedure, the Registry is also entitled to request a declaration from the new representative approving the transfer.

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

a)  In this case, the transferring Registrant authorizes the transfer through a confirmation procedure. During the confirmation procedure, the transferring Registrant has the option to reject the transfer.

b)  The new Domain Applicant complies with point 7.1.b).

c)  If the new Domain Applicant complies with point 7.1.b) and the transferring Registrant does not reject the transfer within 14 days in the confirmation procedure, the domain will be delegated to the new Domain Applicant.

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

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

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

a)  In this case, the transferring Registrant authorizes the transfer through a confirmation procedure.

b) The new Domain Applicant may comply with point 7.1.b) for their own safety.

7.2.5   If, in the case of a domain registered based on a confirmation procedure, the former Registrant, after the transfer, alleges that the transfer was abused in the absence of any will, they have the opportunity to file a complaint with a Registrar within 30 days and reclaim the domain name. Complaints from a the previous Registrant may be accepted by any Registrar, but it is the responsibility of the Registrar of the domain to accept and act in accordance with Clause 9 of the Policy. If the transfer took place together with a change of Registrar, the complaint must also be accepted by the Registrar of the previous Registrant.

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

The former Registrant may request the initiation of an alternative dispute resolution procedure (Consulting Board procedure under point 9) within 30 days from the date of dispatch of the transfer deed to the Registrar, and the new Registrant within 30 days from the date of restoration of the original status. For the duration of the alternative dispute resolution procedure, the transfer restriction registered to the domain will be extended.

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

7.2.7   In case of a transfer of a domain with a document-based registration, the maintenance period is restarted, while in the case of a transfer of a domain registered on the basis of a confirmation procedure, the transfer does not affect the maintenance period.

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

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

## Chapter V: Legal disputes

### 8. General Provisions

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

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

8.3     The Alternative Dispute Resolution Forum's proceedings are available for legal disputes concerning applications for delegation and use of domains. The Consulting Body proceeds in legal disputes arising prior to the delegation of domains. The Registration Decision Maker proceeds in legal disputes arising in respect of already delegated domains while the Hotline Decision Making Forum proceeds in legal disputes initiated because of injurious content published under the delegated domains. The Alternative Dispute Resolution Forum shall proceed according to the Policy published on the Registry's website and on the homepage of the Alternative Dispute Resolution Forum.

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

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

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

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

9.1 Anyone may request the proceeding of the Alternative Dispute Resolution Forum if they have a rightful interest in determining that the delegation of a domain granted for conditional use to a Domain Applicant conflicts with the Policy. The Complainant can submit its objection by indicating the reasons to any of the Registrars, with a deadline that makes it possible for the Registrar to enter the initiation of the procedure into the Register within 8 days from the beginning day of the domain announcement and to submit the full complaint within 14 days from the starting day. The Alternative Dispute Resolution Forum (Consulting Board) cannot be requested to proceed if the deadline has been missed. The Registrar of the complaint is obliged to take over the complainant's objection while other Registrars can freely decide about the taking over of the complaint. No other Registrar shall be held responsible for any damage caused to the Complainant by refusing to take over the complaint.

At the same time with submitting their complaint, the Complainant declares that they give consent to the processing of their personal data according to the Privacy Policy.

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

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

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

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

9.6 The case-by-case resolutions shall contain a decision as to whether a specific application by a specific Domain Applicant can be granted or not. The Registry and any Registrar may request a case-by-case resolution of the Consulting Board prior to the delegation at their own discretion or upon the assignment of the Domain Applicant or Complainant who is submitting a complaint in connection with the application. The Registrar may subject the acceptance of assignment for initiating the procedure to the payment or deposit of the procedural fee by the Complainant.

9.7 The Consulting Board may bring a case-by-case resolution in relation to whether the domain can be delegated to the particular applicant or not. If on the basis of the resolution, the domain granted for conditional use is deleted, no one but the Complainant is entitled to

submit new application for the particular domain for 60 days from the date of deleting the domain provided this intention was indicated in the Register by the Registrar of the Complainant when the complaint was submitted.

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

    a) a) shall be paid by the Registrar of the Complainant in case of procedures started as per 9.1, or

    b) b) shall be borne by the Registry in case of procedures started as per 9.3.

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

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


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

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

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

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

    a)  if:
    aa)    the domain name is identical or confusingly similar to a name protected by national or community law in favour of the Inquirer, or
    ab)    the Inquirer has the right to use the domain name under a statute in the national or in the community law,

    b)  and if:
    ba)    the domain name has been applied for by the Defendant without rights to or legitimate interest in the name, or
    bb)    the domain name has been applied for or has been used by the Defendant in bad faith.

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

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

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

## Chapter VI: Additional provisions

### 11. Requirements for the technical operability of the domains

The Domain Applicant or the Registrant shall ensure, at the time of submitting the application for domain delegation, the fulfilment of the requirements regarding the technical operability as defined below and shall continue to do so during the maintenance of delegation on an ongoing basis:

11.1     At least two domain name servers, responding authoritatively to requests received at the TCP and UDP ports 53, shall have permanent IPv4 or IPv6 Internet connection, be accessible and function on an ongoing basis.

11.2     At least two of the domain name servers shall have permanent accessibility on the Internet network independently of each other on IPv4 protocol.

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

## 12. Administrative contact person

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

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

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

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

12.5    Official notices and calls addressed to the Domain Applicant or the Registrant shall be sent to the administrative contact person's e-mail address or postal address entered in the Register. It is their own responsibility to update the addresses in the Register so that they are immediately informed of the notices and calls addressed there. Neither the Registrar nor the Registry shall be liable for damage arising out of the failure of notification if the administrative contact person cannot be reached at the address entered in the Register.

12.6    Where the administrative contact person is a natural person other than the Registrant and requests that their personal information to be deleted, the Registrant shall ensure within 60 days a new administrative contact person is appointed. The Registrar shall notify the Registrant to do so.

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

12.8    Where the Registrant does not have a valid agreement for delegation and maintenance of a domain (for instance, it has been discontinued, terminated by the Registrar or the domain has been revoked, excluding cases set out in paragraph 6.3), the amendments specified in paragraph 12.7 shall be made by the Registry into the Register.

### 13. Other provisions

13.1    The Domain Applicant or the Registrant shall exempt and hold the Registry and/or the Registrar harmless from any cost arising out of any dispute, damage or claim relating to the domain name delegated for it or relating to the delegation and registration proceedings, to the choice, meaning or use of its domain name and to the lack of its consent to the controlling of the personal data of natural person appointed as administrative contact persons, and in any case, shall do its best to prevent the Registrar and the Registry from suffering any prejudice to their interests. Neither the Registrar nor the Registry shall be held liable for compliance with the Policy and for executing the decision of the alternative dispute resolution procedure, a final resolution or such resolution as has been declared enforceable on a preliminary basis.

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

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

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

a) for natural persons:
   i.    on a personal identity card,
   ii.   on a passport,
   iii.  on a permit for domiciliation in Hungary,
   iv.   on a driving licence,
   v.    on an instrument certifying credibly the citizenship of a European Union, EEA, EFTA member state or of a neighbouring country of Hungary,
   vi.   on birthdate.

b) for legal entities and individual entrepreneurs:

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

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

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

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

d) on an electronic certificate.

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

13.6    If the Registrar has been dissolved or loses its rights to be a Registrar, it may be replaced by a new Registrar in the contracts. If this does not happen, instead of the old Registrar the Registry shall inform the Registrants of the domains maintained by the former Registrar about the termination of the contract on delegation maintenance and shall, instead of the former Registrar, enter this fact into the Register. Thereafter the procedure shall continue according to paragraph 6.1 e).

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

13.8    In case of previously delegated domains, the lawfulness of delegation shall be assessed according to the registration Policy in effect previously.

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

13.10   This Policy is governed by Hungarian law.

**This Domain Registration Policy enters into force as of July 1, 2020.**

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i Relevant links related to trademarks: http://epub.hpo.hu/e-kutatas/, https://oami.europa.eu/eSearch/, https://www.tmdn.org/tmview/

ii The Acceptable Use Policy can be found at: http://www.iszt.hu/iszt/aup.html