.GE Domain Registration and Administration Rules

as approved by Caucasus Online on March 15, 2018 and enters into force on April 16, 2018

I. General Provisions

1.1 Caucasus Online LLC (a company duly incorporated under the laws of Georgia, with registration number: 211380833, hereinafter the "**Caucasus Online**") administers the .GE Top-level Domain, manages the Registry of Domain Names, organizes registration of Domain Names based on its constituent documents, the present .GE Domain Registration and Administration Rules (hereinafter the "**Domain Regulation**" or "**Regulation**"), Georgian Legislation, the agreement executed between ICANN and Caucasus Online and according to the standards generally recognized in this field. For the avoidance of doubt, Caucasus Online will only retain and exercise the Registry functions based on the Domain Regulation, except as provided in Section 5.3, Registrar functions will be exercised by third parties on the basis of the agreement concluded with the Registry. As long as Caucasus Online is the Registry of .GE country code Top Level Domain, Caucasus Online shall not exercise Registrar functions either directly or through its subsidiary companies.

1.2 The present Domain Regulation annuls and replaces in full the "Terms and Conditions for .GE Domain Registration" dated 1 June 2015.

1.3 The present Domain Regulation applies to all .GE Domain Names, including the Domain Names registered on the basis of the document provided in Section 1.2 (the "Terms and Conditions for .GE Domain Registration").

1.4 The Domain Regulation governs legal relations between the Registry and Registrars, the Registrars and Registrants as well as between the Registry and Registrants and sets forth mandatory, essential terms for exercising rights and fulfilling obligations.

1.5 Within the framework of contractual relationship between the Registry and Registrar as well as between the Registrar and Registrant the parties have right to determine other additional provisions which are not restricted under this Domain Regulation. For the purposes of ensuring non-discriminatory use of the Domain Names, in case of inconsistency between the terms of the present Domain Regulation and terms set forth by the Registrar for Registrants and also conditions provided in the Registrar Contract, the terms of this Domain Regulation prevail.

1.6 The list of Registrars is published on the following webpage of the Registry: www.nic.ge.

1.7 The purpose of the Domain Regulation is to ensure high-quality, safe and sustainable functionality of the Domain Name system based on the following principles:

(i) **Self-regulation and independence**: the Registry shall operate independently of any governmental authority in managing and administering .GE country code Top Level Domain, shall act in the interests of the internet community, without undue interference by any single group of stakeholders. For the purposes of this document term "stakeholders" is defined according to the existing best practice in this field.

(ii) **Standards and future orientation:** the Registry shall take necessary measures to ensure maintenance of good quality, security, stability and reliability of the Domain Name system and registration services by the Registry and Registrar. The Registry shall not hinder and shall ensure the flexibility of the Domain Name system in order to respond to new technological and market development which may impact implementation of innovations in this field.

(iii) **Competition:** the Registry shall support competition and diversity of choice for the Registrants on the market of .GE county code Top Level Domain.

(iv) **Transparency:** the Registry shall manage and administer .GE county code Top Level domain in a manner that ensures public access to the statistic information available to the Registry.

(v) **Stakeholder Involvement:** the Registry shall ensure that balanced attention will be given to the interests of stakeholders of the internet community in Georgia when making decisions in connection with the management and administration of .GE country code Top Level Domain which worsens conditions for the Registrants and/or Registrars.

(vi) **Protection of Rights:** the Registry shall uphold the priority of data privacy and freedom of expression in its management and administration of the .GE country code Top Level Domain.

II.   Definitions and Interpretation

2.1 **Registry** – means legal person duly incorporated under the laws of Georgia, administering .GE country code Top Level Domain, managing the Registry of Domain Names, operating and maintaining name servers for .GE Top Level Domain in a stable and secure manner, generating regular updates of the .GE Top Level Domain zone data. .GE country code Top Level Domain is administered by Caucasus Online.

2.2 **Country code Top Level Domain** (ccTLD**)** – means .GE country code Top Level Domain, recognized by Georgia.

2.3 **Second Level Domain** (SLD) - refers to character or a combination of characters to the left of the "GE", which is separated by a dot.

2.4 **ASCII-** refers to U.S. standard code for information exchange.

2.5 **Authorization Code** - refers to a password that establishes connection between the registered Domain Name and Registrant.

2.6 **Suspension** - means that connection between the Domain Name and granted Name Server is temporarily suspended. The Registrant is temporarily deprived from the possibility to: change the Registrar, transfer the Domain Name, change contact information, change information in the entries of the Name Server.

2.7 **Domain Name** – means an identification mark and is composed of:

    (i)   .GE domain and the Second Level Domain located to the left and demarcated with a dot (for example, [--].ge); or

    (ii) .GE domain and the General Domain located to the left and demarcated with a dot (for example, [--].com.ge).

2.8 **IP Addresses** – refers to a combination of numbers that simultaneously identifies computer (or other software using Internet Protocol) in a commonly used data communication network.

2.9 **Name Server** – refers to a computer, that saves and forwards notifications related to the Domain Name and corresponding IP Addresses in the generally applied data communication network.

2.10 **Registrant** – means a person, under whose name the Domain Name is registered.

2.11 **General Domain** - refers to the Domain Names with the following endings: .org.ge; .com.ge; .edu.ge; .school.ge; pvt.ge; .net.ge.; gov.ge and any additional Domain Name which is defined by the Registry as General Domain provided that at that time the Domain Name is not registered under the name of any Registrant.

2.12 **Registrar** - refers to a legal entity, which provides the Registration Service to the Registrants in accordance with the Registrar Agreement.

2.13 **Registration Service**- includes the following services provided to the Registrants in accordance with the Registrants' applications:

    (i)   registration of the Domain Name;

    (ii) renewal of registration;

    (iii) change of the Registrar;

    (iv) updating contact information;

    (v) administration of the Name Server's entries;

2.14 **Administrative Contact Person** – refers to a natural person, who is authorized to sign and submit applications regarding the Domain Name on behalf of and in the name of the Registrant, to receive and send any information related to the Domain Names. The same natural person can act as the Administrative Contact Person, Technical Contact Person, Billing Contact Person and Registrant (if the Registrant is a natural person). If Administrative Contact Person is different from the Registrant, who is a natural person such Administrative Contacts Person is not entitled to delegate its authorization under this Domain Regulation.

2.15 **Technical Contact Person**– refers to a natural person, who adds, changes or removes entries of the Name Server of Domain Names on behalf of the Registrant and carries out other technical works for the Registrant. The same natural person can act as the Administrative Contact Person, Technical Contact Person, Billing Contact Person and Registrant (if the Registrant is a natural person).

2.16 **Billing Contact Person**- refers to a natural person who pays to the Registrar registration fee and registration renewal fee on behalf of the Registrant, is authorized to receive and issue

financial information related to the Domain Name. The same natural person can act as the Administrative Contact Person, Technical Contact Person, Billing Contact Person and Registrant (if the Registrant is a natural person).

2.17 **Registration** – means creation of relevant registration records in the Domain Names Registry on the basis of Registrants' application and payment of respective fee, as a result of which, respective Domain Name is registered under the name of the Registrant.

2.18 **Registrar Contract** – refers to an agreement between the Registry and Registrar which authorizes the Registrar to provide Registration Services.

2.19 **Cancellation-** means deletion of the Domain Name and data related thereto from the Domain Name Registry.

2.20 **Georgian Legislation**- means normative acts of Georgia which establish rights and obligations for the Registry, Registrar and Registrant.

2.21 **API** (Application Provisioning Protocol)- means application programming interface, a set of procedures, functions protocols, which is used to develop a computer program or to communicate with other systems.

2.22 **EPP protocol** (Extensible Provisioning Protocol)- means extensible provisioning protocol which is designed for the Registrars and Registry to administer the Domain Name (register, renew registration, amend, delete, transfer registration) and/or for other elements.

2.23 **Pen Test-** means penetration test, an authorized simulated cyber-attack on a computer system, webpage, network infrastructure, performed to evaluate the security of such systems.

2.24 **WHOIS Service**- means a service via the intermediation of which information regarding Domain Names and Registrants is transmitted in the public data communication network.

2.25 **WIPO -** means World Intellectual Property Organization.

2.26 **ICANN –** means the Internet Corporation for Assigned Names and Numbers.

III. Domain Name Registration

3.1 Terms and Conditions for Application

3.1.1 The registration of a Domain Name may be applied for via the intermediation of the Registrar by all public (Georgian governmental body) or private person (resident as well as non-resident natural or legal person having legal capacity), whose identity is controlled and who submits the required information and documents, if so requested under this Domain Regulation. The number of Domain Names per Registrant is not limited.

3.1.2 Domain Names are registered by the Registry via the intermediation of the Registrar on the bases of the Domain Name registration applications, in the order such applications are submitted by the Registrar to the Registry.

3.1.3 The Domain Name is considered registered at the time of submitting the registration application and payment of the registration fee in accordance with Section 4.1.4, except for public entities (Georgian governmental body), budgetary organs which may be subject to exceptional payment term as provided in the same Section. The Registrar shall process applications for registering the Domain Name and, submit registration application to the Registry following the "first come first served" principle.

3.2 Mandatory Requirements for Domain Name Registration

3.2.1 Requirements for the Domain Names:
  (i) The Domain Name may only contain numbers (0-9), dashes and Latin letters, and its combination;
  (ii) The Domain Name with capital and lowercase letters are not differentiated between;
  (iii) The Domain Name shall not start and end with a dash;
  (iv) The minimum number of symbols for Domain Name is 2 (two) and maximum- 63 (sixty-three).

3.2.2 Marks of identification, the symbols of which do not correspond to ASCII, are not registered as the Domain Name.

3.2.3 The Domain Name is not registered if it is identical to other duly registered Domain Name.

3.2.4 At the time of registration of the Domain Name or during 30 (thirty) days from the registration, the Registrar is authorized to refuse/cancel registration of the Domain Name which abuses or contradicts national values, religion, traditions and moral standards. The Registrar is authorized to publish in advance on its webpage list of Domain Names which abuses or contradicts national values, religion, traditions and moral standards and on which Domain Names the Registrar will not accept registration applications.

3.2.5 Certain domains are reserved and can only be registered as Domain Names under special conditions. The list of reserved domains and the special conditions for their registration are published on the webpage of the Registry.

3.3 General Domains

3.3.1 Only the Domain Names satisfying the following requirements can be registered under a General Domain:
  (i) .com.ge- can only be registered under the name of any natural person or legal entity;
  (ii) .edu.ge – can only be registered under the name of general educational institutions/schools and higher educational institutions;
  (iii) .org.ge- can only be registered under the name of not-for-profit organizations;

(iv) .net.ge - can only be registered under the name of organizations which are network providers or their activities are related to electronic communications;

(v) .pvt.ge- can only be registered under the name of private individuals;

(vi) .school- can only be registered under the name of general educational institutions/schools;

(vii) .gov.ge- can only be registered under the name of state entities and right to register such Domain Names is delegated to the LEPL "Smart Logic", Ministry of Justice of Georgia based on the memorandum of understanding concluded between the Registry and LEPL "Smart Logic".

3.3.2 The mandatory requirements for Domain Name registration provided in Section 3.2 of the present Regulation applies to the registration of General Domain Names.

3.3.3 The Registrant of General Domain shall electronically submit to the Registrar documents confirming that the requirements provided in Section 3.3.1 for the respective General Domain Name are met.

IV. General Requirements for the Registrant

4.1.1 Registrant is required to disclose the following information in the Domain Name registration application:

(i) the Domain Name being applied for;

(ii) full name (in case of legal person name of such legal person), contact e-mail, phone number, legal/registered address (country, state (if any), postal code, city, street, apartment) of the Registrant;

(iii) full name (in case of legal person name of such legal person), contact e-mail, phone number, legal/registered address (country, state (if any), postal code, city, street, apartment) of the Administrative Contact Person;

(iv) full name (in case of legal person name of such legal person), contact e-mail, phone number, legal/registered address (country, state (if any), postal code, city, street, apartment) of the Technical Contact Person.

4.1.2 The Registry is entitled to request from the Registrant to disclose following information about the Billing Contact Person: full name (in case of legal person name of such legal person), contact e-mail, phone number, legal/registered address (country, state (if any), postal code, city, street, apartment).

4.1.3 The Registrant is entitled to submit Name Servers servicing the Domain Name.

4.1.4 The Registrant is required to pay Domain Name registration fee at the time of submitting electronic registration application except for the case when the Registrant is public entity (Georgian governmental body), budgetary organization.

4.1.5   The Registry is entitled to additionally request from the Registrar following information about the Registrant, Administrative Contact Person, Technical Contact Person, Billing Contact Person:

      (i)   in case of natural person- personal number, country which issued identification document, or in the absence of personal number –date of birth and country of citizenship, copy of an identification document;

      (ii)   in case of legal person – identification number, registered address, country of registration, copy of certificate of registration.

If the Registrar or Registrant submits incomplete information, Registry reserves its right to request from the Registrar to submit respective data. If the requested data is not provided within 7 (seven) working days, the Registry is authorized to suspend functioning of the Domain Name.

4.1.6   With the submission of the Domain Name registration application as noted in Section 5.4.1, the Registrant undertakes before the Registrar and Registry to fulfil the Domain Regulation in good faith, and confirms and warrants that:

      (i)   information, provided by the Registrant in the application is correct;

      (ii)   the Registrant has the right to use the Domain Name marked in the application;

      (iii)   to the knowledge of the Registrant the registration and use of the Domain Name does not and will not violate any valid legal acts or third-party rights;

      (iv)   The Registry and Registrar are authorized to process personal information of the Registrant in accordance with the procedures and purposes as provided in Article VIII of the Domain Regulation.

      (v)   In accordance with the Sections 11.1 and 11.2 the Registrant agrees to be bound by the .GE Domain Name Dispute Resolution Policy including any applicable Rules and Supplemental Rules, which is incorporated herein by reference and made a part hereof, and are available at: http://nic.ge/Service/Rules.

4.1.7   The Registrant's electronic application noted in section 5.4.1.1 shall be replaced by the decision of the court or arbitral tribunal having entered into force.

4.1.8   The Registrant is obliged to indemnify the Registrar and Registry and to compensate expenditures (including in the framework of civil, administrative or criminal proceedings) or damages which the latter has incurred from the unlawful use of the Domain Name by the Registrant, including violation of the rights of third parties.

4.1.9   The Registry and/or Registrar reserves the right to Suspend Domain Name registration if the Registrant violates requirements of the Georgian Legislation including the resolution N3 of the Georgian National Communications Commission concerning the approval of the "Regulation in Respect to the Provision of the Services and Protection of Consumers Rights in the Sphere of Electronic Communication" dated 17 March 2016, in a manner as determined

under the Georgian Legislation and in case of specific obligation provided under the Georgian Legislation to do so.

V.   Registration Services

5.1 Registration Services are provided by the Registrar to the Registrant on the basis of a written (electronic) contract. The Domain Regulation is deemed to be an integral part of the contract concluded between the Registrant and Registrar.

5.2 If the Registrar Contract concluded between the Registry and Registrar is terminated the Registry shall notify the Registrants registered with such Registrar 1 (one) month prior to the date of termination. The Registrant shall change the Registrar as it is provided in Section 5.4.6 during 1 (one) month period from the date of receipt of such notification.

5.3 If it is not possible to follow the term provided in Section 5.2 and the Registrar Contract concluded between the Registry and Registrar is terminated imeddiately, the Registry is entitled to temporarily provide registration services to the Registrants registered with such Registrar until the date when the Registrant changes the Registrar. The Registry shall provide registration services without any charge and shall ensure change of the Registrar procedure for the Registrant.

5.4 The Registrar provides the Registration Service in the following manner:

5.4.1   Registration of Domain Name

5.4.1.1 The Registrar receives the Domain Name registration application in an electronic form.

5.4.1.2 The Registry is entitled to reject the application based on the following grounds (a) the registration application does not satisfy requirements set forth by this Domain Regulation; or (b) the Registrar is suspended from providing Registration Services based on the Registrar Contract.

5.4.1.3 After the Domain Name is registered in accordance with Section 3.1.3, the Domain Name is deemed as occupied and the Registrar and/or Registry are no longer authorized to accept or approve the application for the same Domain Name. The Domain Name is activated once the Registrant submits Name Server to the Registrant.

5.4.1.4 The Domain Name can be registered for a minimum period of 1(one) year and maximum period of 5 (five) years, and the terms can be prolonged for the same period of time (hereinafter the "**Registration Period**").

5.4.2   Renewal of the Registration

5.4.2.1 The Registrant is entitled to request renewal of the Domain Name registration for the following Registration Period on the condition that the Registry pays registration renewal fee in advance,

such registration renewal fee shall be provided in the registration agreement concluded between the Registrant and Registrar.

5.4.2.2 The registration renewal fee of the Domain Names registered before the entry into force of this Domain Regulation, shall not exceed the initial registration fee payed by the Registrant except as provided in Section 9.7.

5.4.2.3 If the Registrant renews the Domain Name registration the Registrar is obliged to provide Registration Services to such Registrant with the terms and conditions that are no less favorable than terms and conditions of the initial Registration Period.

5.4.2.4 Prior to the expiration of the registration of specific Domain Name the Registrar is obliged to inform the Registry about cancellation or renewal of the Domain Name. If the registrar does not notify the Registry about cancellation or renewal of the Domain Name the registration of the Domain Name will be suspended during the 30 (thirty) days period after the expiry date of the Domain Name registration. If the Registrar does not renew the registration term the Registry is obliged to cancel Domain Name registration and delete data about the Domain Name from the Domain Name Registry.

5.4.3   Updating Contact Information

5.4.3.1 In case the Registrants changes from its system any information provided in sub-sections (i) – (iv) of Section 4.1.2 and Section 4.1.3 (if any), the Registrar is obliged to send to the Registrant an electronic notice via e-mail and inform about the receipt of request re change of contact information and determine 7 (seven) days for confirming such request.

5.4.3.2 After the receipt of confirmation from the Registrant the Registrar shall amend the registration data and forward notice re change of contact information to the Registry.

5.4.4   Changes to the Name Server Entries

5.4.4.1 The Registrar authorizes the Registrant, Administrative Contact Person or Technical Contact Person to add, amend or remove the entries of the Name Server related to the Domain Name, or itself the Registrar shall perform those operations at the request of the said persons.

5.4.4.2 The Registry has right to amend entries of the Name Servers related to the Domain Name on its own or to remove them and/or demand the same from the Registrar, Administrative Contact Person or Technical Contact Person if the corresponding entries cause or may cause disruptions in the operation of the Domain Name system or if it is necessary in order to cancel the Domain Name.

5.4.5   Transferring the Domain Name

5.4.5.1 Once the Domain Name is transferred, the Registrant shall be replaced by the transferring (new) Registrant.

5.4.5.2 Upon the receipt of the request for transfer of the Domain Name the Registrar forwards to the Registry an electronic consent of the transferring Registrant and Registrant receiving the Domain Name, evidencing intention of the Registrant receiving the Domain Name to register the Domain Name in his/her name, and also intention of the transferring Registrant to transfer such Domain Name. The electronic application shall include information about the Registrant receiving the Domain Name as provided in Section 4.1.2, consent of the Registrant receiving Domain Name on this Domain Regulation and respective declaration that he/she undertakes to abide by the rules of the Domain Regulation in good faith. The application in question shall be deemed invalid if it was forwarded prior to the conclusion of the dispute proceedings in court or alternative dispute resolution body concerning the Domain Name.

5.4.5.3 Transfer of the Domain name can also take place based on the final decision of court or alternative dispute resolution body which entered into force and/or respective writ of execution.

5.4.5.4 The Registry shall promptly notify the Registrar of the transferring Registrant and the Registrant accepting delivery of the transfer of the Domain Name or of the refusal to do so. The relevant Registrar is obliged to promptly forward the said information to the transferring Registrant or the Registrant accepting delivery.

5.4.6 Change of the Registrar

5.4.6.1 The Registrant is entitled to change the Registrar at any time.

5.4.6.2 The Registrant electronically requests the Authorization Code via the system of existing Registrar. The Registrar forwards request for the Authorization Code to the Registry. Existing Registrar forwards the Authorization Code received from the Registry to the Registrant' electronic e-mail. The Registrant is entitled to use received Authorization Code for the period of 7 (seven) days, after the expiry of such 7 (seven) days period the Registrant shall again request the Authorization Code from the Registrar.

5.4.6.3 The Registrant generates request for the change of the Registrar in the system of new Registrar and transfers the Authorization Code to such new Registrar.

5.4.6.4 The new Registrar transfers the Authorization Code and request for the change of the Registrar to the Registry via API.
The new Registrar transfers the Authorization Code and request for the change of the Registrar to the Registry via EPP protocol (to be enacted after six months from the entry into force of the Domain Regulation)

5.4.6.5 The Registry checks the request received in an electronic form and accuracy of the Authorization Code.

5.4.6.6 The Registry shall notify to the existing Registrar about the receipt of the request from the Registrar registered with such Registrar about the change of the Registrar.

5.4.6.7 The existing Registrar shall send an email to the Registrant informing about the request received re change of the Registrar and determines 7 (seven) days for cancellation of such request or for confirmation.

5.4.6.8 After the expiry of 7 (seven) days period if the Registrar does not confirm or decline request for the change of the Registrar the Registrar notifies to the Registry about the finalization of the process of change of the Registrar and the Registry enters changes to the Domain Name Registry.

5.4.6.9 Only the new Registrar is authorized to request fee from the Registrant for the change of the Registrar.

5.4.6.10 In the process of change of the Registrar the Registrant is not authorized to request reimbursement of any part of the registration fee payed in advance to the existing Registrar. Such payment will be regarded as a penalty for early termination of the agreement with the existing Registrar.

5.4.6.11 If the new Registrar request payment of the registration fee from the Registrant such payment shall be regarded as payment of the registration fee for the next Registration Period.

VI. Failure to Register the Domain Name, Suspension, Cancelation and Deletion of the Registration

6.1 The Registry is authorized to refuse to register the Domain Name, also the Registrar is authorized to deny the request of the Registrant to register the Domain Name or suspend Domain Name Registration based on the essential ground, including the following grounds:

6.1.1 Pursuant to the Domain Regulation, the Registry has not been sent a Domain Name registration application or a transfer application or consent;

6.1.2 The identity and/or the intention of the Registrant or the Registrant's representative cannot be checked in conformity with the Domain Regulation;

6.1.3 The terms and conditions for registration of the Domain Name under the General Domain have not been met;

6.1.4 The Registrant has breached the Domain Regulation and/or governing law and has not remedied the breach within the term stipulated in the notice sent by the Registry and/or Registrar to the Registrant, Administrative Contact Person;

6.1.5 If a relevant request is forwarded to the Registry by court or alternative dispute resolution body, including WIPO Arbitration and Mediation Center;

6.1.6 The Domain Name is reserved or not available;

6.1.7 As provided in Section 4.1.9.

6.2 the Registry cancels the suspension of the Domain Name registration promptly after the Registrant eliminates the breach.

6.3 The Registry and/or Registrar shall cancel the Domain Name registration:

6.3.1   after 30 days have passed from the suspension of the Domain name registration and the Registrant has not eliminated the ground for the termination except for the suspension of the Domain Name registration based on the grounds provided in Sections 6.1.5 and 6.1.7;

6.3.2   based on the decision of court or award of arbitral tribunal having entered into force.

6.4   The Registry shall promptly inform the Registrant of the Domain Name regarding the suspension, cancellation of suspension and cancellation of Domain Name Registration. It the Registrar initiates suspension, cancellation of suspension or cancellation of registration, the Registrar is obliged to notify the Registry.

VII.   Rights and Obligations of the Registry and Registrar

7.1 Requirements for the Registrar

7.1.1   In order for a person the be granted the right to perform functions of the Registrar it shall meet the following requirements:

(i)   be a legal entity registered under the laws of Georgia; (*to be annulled after the expiry of six months period from the date of entry into force of this Domain Regulation*)

(ii)   own an official webpage through which the Registrar performs online registrations of the Domain Names and maintains registry for the Domain Names. The Registrar shall be the owner of the domain name of such webpage;

(iii)   webpage of the Registrar shall process online payments, at least via visa and/or master cards;

(iv)   shall have capacity to perform its obligations and abide by the terms of the Registrar Contract and the Domain Regulation. The Registrar Contract is published on the webpage of the Registry;

(v)   Shall have possibility to work via EPP Protocol. (*to be enacted after six months from the entry into force of the Domain Regulation)*

7.1.2   The Registrar is entitled to perform its functions via API instead of EPP Protocol during the period of six months from the entry into force of this Domain Regulation.

7.1.3   Interested candidate shall indicate administrative contact person and technical contact person in its application. The requirements provided in Section 4.1.1 of the present Regulation applies to the administrative contact person and technical contact person of the Registrar.

7.1.4   Interested candidate shall also submit to the Registry sample of the agreement to be concluded between the Registrar and Registrant for the purposes of providing Registration Services. Terms of such agreement shall comply with the present Domain Regulation.

7.1.5   An interested candidate shall present a filled-out registration form and pay one-time registration fee in the amount of GEL 500 that is not subject to reimbursement. The Registry is obliged to examine the application within 2 (two) months from its receipt and notify the

candidate of its acceptance or rejection or existence of an error in the application. In case of error the Registrar candidate shall eliminate such error within 15 (fifteen) days from the receipt of the respective notice.

7.1.6   For the purposes of monitoring safety of the webpage and system of the Registrar the Registry recommends to the Registrar to obtain the Pen Test certificate.

7.1.7   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 the Registration Services and to perform other obligations of the Registrar. The Registrar shall be personally liable for any and all of the sub-contractor's Domain Name related activities.

7.2 Registrar Contract

7.2.1   If the application of the Registrar is satisfied by the Registry the interested candidate shall execute Registrar Contract with the Registry.

7.2.2   The Registrar shall perform its obligations under this Domain Regulation and under the Registrar Contract in good faith.

7.2.3   The Registry is entitled to early termination of the Registrar Contract based on the terms of the contract and also based on the grounds provided in Sections 7.3.3, 7.3.4 and 7.3.5 of this Domain Regulation

7.3 Obligation of the Registrar to Abide by Safety Rules

7.3.1   The Registrar shall not overload the Name Servers, registration platform of the Domain Name and system or perform other operations itself which may endanger the good operation and/or stability of the DNS system registration platform of the Domain Name and system.

7.3.2   It is prohibited to use the webpage used for providing Registration Services, system and/or the Domain Name registration platform for the following purposes:

(i)   for misleading the Registrant;

(ii)   for phishing, unlawfully obtaining identification information of the Registrant; or

(iii)   spamming, or any form of sending unsolicited commercial e-mails;

7.3.3   If the Registry considers that the Registrar breaches or creates threat to breach obligations provided in Sections 7.3.1 and/or 7.3.2, the Registry is entitled to send argumentative notice to the Registrar regarding the breach of its obligations by the Registrar and determine period of time for the Registrar to eliminate the breach. If the Registrar fails to eliminate the breach the Registry is entitled to suspend the Registrar Contract and in case the Registry is not able to eliminate the breach during 1 (one) month period from the suspension of the Registrar Contract, the Registry is entitled to early unilateral termination of the Registrar Contract.

7.3.4   In case the Registrar attempts to have unauthorized access to the system of the Registry, the Registry is entitled to warn the Registrar in a written form and request seizure of the attempt of unauthorized access. If the Registrar again attempts to have unauthorized access, the Registry is entitled to immediately and unilaterally terminate contract concluded with the Registry.

7.3.5   In case of DoS (Denial of Services) cyber-attack to the system of the Registry through the system of the Registrar, the Registry is entitled to suspend the Registrar Contract concluded with such Registrar during the period when there is DoS cyber-attack to the system of the Registry. In case of repetition of DoS cyber-attack to the system of the Registry, the Registry is entitled to unilaterally and immediately terminate contract concluded with the Registrar.

7.4   Registry Activities in the Process of Domain Name Registration

7.4.1   Via intermediation of the WHOIS Service Registry has right to publish on its webpage the following information provided in the registration application of the Registrant and Domain Name registered under its name:

(i)   full name (in case of legal person name of such legal person), contact e-mail, phone number, legal/registered address (country, state (if any), postal code, city, street, apartment) of the Registrant;

(ii)   full name (in case of legal person name of such legal person), contact e-mail, phone number, legal/registered address (country, state (if any), postal code, city, street, apartment) of the Administrative Contact Person and Technical Contact Person;

(iii)   Name Server names;

(iv)   name of the Registrar;

(v)   date of registration of the Domain Name, date of the most recent amendment of the registration data, the Domain Name expiry date, status of the Domain Name, Domain Name registration suspension and deletion date (if any).

7.4.2   The Registrant, if the Registrant is legal person, is entitled to submit request to the Registry via intermediation of the Registrar not to publish on the webpage and keep hidden the Registrant's information provided in Section 7.4.1 for a period of maximum 1 (one) year and to publish only the name and contact information of the Registrar, who provides the Registration Service to the Registrant. The Registry is entitled to impose additional fees for this service.

7.4.3   The Registry and/or Registrar is entitled to disclose information which is not published via intermediation of WHOIS Service about the Registrant to the third party whose rights and legitimate interests may be violated by Domain Name registration in case such third party requests from the Registry or Registrar to disclose the information for the purposes of legal protection of his or her violated rights, or to the body having competent jurisdiction based on

the relevant legislation and/or to the WIPO Arbitration and Mediation Centre with respect to the initiated dispute regarding the Domain Name.

7.5 Obligations of the Registry

7.5.1 the Registry shall:

(i) ensure safety sustainability and quality of the functioning of the Domain Name system;

(ii) establish equal and non-discriminatory terms for the Registrars;

(iii) have the Pen Test certificate which proves that safety of the web application of the Registry is in compliance with international requirements;

(iv) publish on the webpage of the registry annual report which includes:

1) statistic data about the use of the .GE Domain Names (total number of the Registrants with respect to the Registrars or other categories, statistic information about newly registered, renewed and canceled Domain Names);

2) information about claims and demands.

7.6 Limitation of Responsibility of the Registry

7.6.1 In so far as the Registry performs operations of either an informative or technical nature during Domain Name registration, the Registry is not responsible in any instance whether the registration of the Domain Name or the Domain Name itself in any manner or intended use violates the rights of third parties, including the rights arising from intellectual property.

VIII. Processing and Protecting Personal Information

8.1 For the purposes of the Domain Regulation personal information is any information related to identified or identifiable natural person submitted to the Registry and/or Registrar in connection with the Domain Name registration.

8.2 For the purposes of the law of Georgia on "Personal Data Protection" the Registry is data controller and the Registrar is data processor who processes data based on the Registrar Contract and Domain Regulation.

8.3 The Registry and Registrar process personal data in the following way:

8.3.1 For the purposes of reviewing registration application submitted by the Registrant, providing registration services, based on the consent of the Registrant expressed in the registration application and in the agreement concluded between the Registrar and Registrant the Registry and Registrar collect and process the following categories of the data:

(i) full name, contact e-mail, contact phone number, residential address (country, state (if any), postal code, city, street, apartment) of the Registrant, Technical Contact Person and Administrative Contact Person, Technical Contact Person, Billing Contact Person (if any);

(ii) personal number, age, sex, date of birth, number of identification document, country issuing identification document, or in case of absence of personal number-date of birth and country of citizenship of the Registrant, Administrative Contact Person, Technical Contact Person, Billing Contact Person (if any);

(iii) financial information related to the payment of the Domain Name registration fee and registration renewal fee, including account number;

(iv) information about the Domain Name registered under the name of the Registrant, date of recent entry of amendments into the registration data, date of expiration of registration of the Domain Name, and status of the Domain Name, date of termination of registration and cancelation of registration of the Domain Name (if any);

(v) information about the Name Servers servicing the Domain Name registered under the name of the Registrant;

(vi) information collected in an automatic way in a form of log files which among others include the following information: data about the use of the Domain Name by the Registrant, change of registration data, use of the Registrant's profile.

8.3.2 The Registry and Registrar are authorized to collect personal information of the Registrant for the purposes of providing Registration Service to the Registrant and necessary for, including but not limited to, the following actions:

(i) registration of the Domain Name and provisioning of Registration Services;

(ii) publishing on the webpage via intermediation of WHOIS Service data related to the Registrant and Domain Name registered under his/her name;

(iii) fulfilling operations or taking decisions related to the competence of the Registry/Registrar;

(iv) following laws or standards, instructions or customary practice, mandatory rules which apply to the Registry/Registrar, also protecting violated or disputed rights via court or other alternative dispute resolution mechanism;

(v) checking the authorization of the Registrant, Technical Contact Person and Administrative Contact person;

(vi) functioning of the Domain Name Registry.

8.4 The Registry/Registrar is authorized to disclose personal information of the Registrant in the following circumstances:

(i)   publishing information about the Domain Name on the webpage in accordance with Section 7.4.1 of the Domain Regulation;

(ii)   transferring information to authorized body having respective jurisdiction, including WIPO Arbitration and Mediation Center, court, alternative dispute resolution body in accordance with Section 7.4.3 of the Domain Regulation.

8.5   The Registry and Registrar are authorized to process and keep personal information of the Registrant during the term of the registration agreement concluded between the Registrar and Registrant for the period of 3 (three) years after the expiration/termination of the term of the agreement. After the expiry of such term the Registrar/Registry shall delete personal information of the Registrant.

8.6   After the termination /expiry of the term of the agreement concluded for providing Registration Services the Registrant is entitled to request from the Registrar/Registry deletion of his/her personal information and the Registry/Registrar shall delete personal information of such Registrant.

8.7   The Registrant, Administrative Contact Person and Technical Contact Person have right to request at any time from the Registry and Registrar who received application for registering Domain Name or for changing Registrar to disclose information about his/her personal data processed by the Registrar/Registry.

IX.   Amendments to the Domain Regulation

9.1   The Registry is authorized to unilaterally amend the registration fee for the Registrar by notifying Registrar at least 2 (two) months prior to the entry into force of such amendments and publishing the amendment on the webpage of the Registry.

9.2   The Registry is authorized to unilaterally amend this Domain Regulation by publishing amendments on its webpage. The Registrar shall notify to the Registrant about amendments introduced in the Domain Regulation at least 1 (one) month prior to the entry into force of such amendments. Amendments enter into force for all Registrants after lapse of the 1 (one) month period from the date of publishing amendments on the webpage of the Registry.

9.3   If the amendments provided in Section 9.2 are not acceptable to the Registrant, the latter is authorized not to renew the Domain Name registration or transfer the Domain Name in accordance with the terms provided in Section 5.4.5.

9.4   If the Registrant does not use the right provided in Section 9.2 it shall be deemed that the Registrant accepted the amendment to the Domain Regulation.

9.5   Amendments to the Domain Regulation which worsen conditions of the Registrars and/or Registrants shall be introduced by the Registry after consultations with the stakeholders.

9.6 Amendments which essentially worsen fees and payment terms of this Regulation or Registrar Contract concluded between the Registrar and the Registry shall be introduced by the Registry only in case of consent of 51% (fifty one percent) of the Registrars existing at the date of initiation of such amendments. Such amendment enters into force for each of the Registrar a) after 1 (one) month from the date of publishing the amendment on the webpage of the Registry; or b) from the expiration of the term of the Registrar Contract concluded between the Registry and Registrar, whichever occurs first.

9.7 The rule provided in Section 9.6 does not apply in an event if the amendments to the fee and payment terms of the Domain Regulation and Registrar Contract are due to the inflation of Georgian national currency GEL, and the rate of such inflation exceeds 20% as determined by the National Statistics Office of Georgia. In such case the Registry is authorized to unilaterally and proportionally to the existing inflation rate amend fees and payments terms by sending at least one-month prior notice to the Registrars before entry into force of such amendments. If the fees and payment terms are changed due to the circumstances as provided in this Section the Registry is authorized to proportionally increase the registration renewal fee for the Domain Names registered before entry into force of this Domain Regulation.

X. **Compensation for Damages**

10.1 In no instance shall the Registry, Registrar and the Registrant be responsible for loss of profit, reduced sales or any other indirect damage within the framework of the relations regulated by the Domain Regulation.

10.2 The claim for compensation of damages shall be valid in the event that notification has been given within ninety (90) days as of the moment when the claimant became aware of the circumstance serving as the basis for the claim or should have become aware.

XI. **Dispute Resolution**

11.1 In the event that the .GE Domain Name is registered the Registrant agrees to be bound by the .GE Domain Name Dispute Resolution Policy (the "**.GE Policy**") including the .GE Rules and .GE WIPO Supplemental Rules, which is incorporated herein by reference and made a part hereof. The version of the .GE Policy, currently in effect can be found at: http://nic.ge/Service/Rules.

11.2 The Registrant agrees that disputes in accordance with Section 11.1 shall be resolved by WIPO Arbitration and Mediation Center. The language of the proceedings shall be English.

11.3 Georgian Legislation shall be applied to the relationships between the Registry, the Registrar and the Registrant and the Domain Regulation.

11.4 Any disputes between the Registrant and Registrar, also Registrar and Registry related to the Domain Name registration shall be resolved through negotiations. Should the parties fail to reach an agreement, the dispute will be settled by Georgian courts in accordance with Georgian legislation.

11.5 The Registrar is entitled to determine by the agreement to be concluded between the Registrar and Registrant alternative dispute resolution mechanism for resolving disputes between the Registrar and Registrant. The Registrar is not authorized to determine other competent authority than the WIPO Arbitration and Mediation Center for resolving disputes arising in accordance with the .GE Domain Name Dispute Resolution Policy between the Registrant and third parties.

XII.   Final Provisions

12.1 The Registrant and its representative, including Administrative Contact Person are required to submit to the Registry and Registrar upon their request the necessary data and documents needed for controlling their identity and right of representation and to allow copies to be made. The Registry and the Registrar have the right to demand that the authorization document, and identification document submitted by the Registrant be notarially certified.

12.2 The Registry has the right to demand that documents issued in a foreign country be legalized or certified with a certificate substituting for legalization (apostille), if the laws of Georgia does not prescribe otherwise.

12.3 In case of foreign-language documents, the Registry is entitled to demand the translation of the document in Georgian language. The translation must be performed by a sworn translator or the signature of translator bust be notarially certified.

12.4 The Registry has right to presume the authenticity, validity and legality of documents submitted by the Registrant. The Registry has right to make copies of documents submitted to it and to save notices, applications and claims sent to it electronically and if necessary to use the saved information for evidentiary purposes.

12.5 Neither the Registry nor the Registrar shall accept documentation or applications proving the right of representation, in which the desire of the Registrant is ambiguous and other documents whose authenticity raises doubts. Upon the request of the Registry or the Registrar, the Registrant or the Registrant's representative is required, for the clarification of circumstances, to appear before the Registry or the legal address of the Registrar and to present explanations and documents.

12.6 The Registrant is obligated to inform his/her Registrar of the cancellation or declaration as invalid of an authorization document issued by the Registrant, including a notarially certified authorization document.

12.7 This Domain Regulation in concluded in Georgian and English versions both having equal legal force.[1]

XIII. Transitional Provisions

13.1 The present Domain Regulation enters into force on April 16, 2018 and applies to all Domain Names, including the Domain Names registered based on the "Terms and Conditions for .GE Domain Registration" as of the date of entry into force of this Regulation.

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[1] Since this Domain Regulation constitutes integral part of the registration agreement to be concluded between the Registrant and Registrar and it is necessary that such registration agreement and any part of it to be in English language in order the WIPO Arbitration and Mediation Center to hear disputes based on such registration agreement.