

Terms and Conditions of Domain Name Registrations in .ДЕТИ gTLD

1. Terms, Definitions and Acronyms

- 1.1. **.ДЕТИ gTLD, ДЕТИ:** generic top level domain with the unique Cyrillic identifier, “дети”;
- 1.2. **domain:** zone, or branch, of the global domain name hierarchy, bearing its own unique identifier and served by a number of DNS servers;
- 1.3. **domain name:** symbols-based representation of a second-level domain name consisting of its own identifier, or domain name, and “.ДЕТИ” (e.g. the domain name for a “наши.дети” domain is “наши”), intended for network addressing where DNS (Domain Name System) is used;
- 1.4. **ICANN:** Internet Corporation for Assigned Names and Numbers (with its official website at <http://www.icann.org/>);
- 1.5. **ICANN Policy(ies):** any approved ICANN policies, including, but not limited to, Consensus and/or Temporary policies, as well as technical conditions, terms, procedures and/or programs explicitly provided for by RAA and Registry Agreement for ДЕТИ gTLD (including any of those related to right protection mechanisms), with all ICANN Policies available at ICANN's website;
- 1.6. **.ДЕТИ Registry Operator, Registry Operator:** Smart Internet Foundation (with its official website at <http://dotdeti.ru/>) which is recognized as the registry operator for .ДЕТИ gTLD according to the Registry Agreement with ICANN. The text of the Registry Agreement for .ДЕТИ new gTLD can be found at ICANN's website;
- 1.7. **Terms and Conditions:** the present Terms and Conditions of Domain Name Registrations in .ДЕТИ gTLD;
- 1.8. **Appendixes to the Terms and Conditions, appendixes:** any approved by Registry Operator in consideration of .ДЕТИ gTLD documents, including, but not limited to, terms, schedules, policies, instructions, standards, procedures, practices, etc. which have the status of appendix, supplement, clarification and/or revision to the present Terms and Conditions. These appendixes constitute the integral part of the Terms and Conditions;
- 1.9. **Registrar:** any ICANN-accredited entity (i.e. the entity that entered into RAA with ICANN) that is also accredited by Registry Operator (i.e. the entity that entered into RRA with Registry Operator) for providing domain name registration, renewal and other support services (by conducting various activities and operations) for registered domain names and their registrants. The list of registrars can be found at the Registry Operator's website;
- 1.10. **Customer:** any private individual or corporate entity which intends to apply or is applying to utilize, or utilizing, the registration services;
- 1.11. **Registrant:** any legally capable and eligible entity that has domain name registered in its name. Lex personalis is used to determine legal capability and eligibility of the entity;
- 1.12. **Domain Name Registration Agreement:** agreement for registration services, renewal and/or domain name support that both registrar and each registrant have to enter into;
- 1.13. **Registry:** centralized database containing information about all registered domain names, their registrants, sponsoring registrars, as well as other required data, and performing specified operations and actions with such data.

2. Mission and values of .ДЕТИ gTLD

- 2.1. The mission of .ДЕТИ gTLD is to enhance the quality of usage of the Internet by creating sustainable trusted Internet environment that consolidates high-quality, attractive educational and leisure content, making browsing the global network safe and comfortable for the young audiences such as children and teenagers.
- 2.2. The Registry Operator shares and supports the following values:

- The Internet is an integral part of today's world;
- The Internet must be child- and teenager-friendly;
- The Internet must assist in intellectual and creative development of children and teenagers, bearing not only leisure functions, but also educational value;
- Both in the Internet and in everyday life, children and teenagers should be protected from information that can harm their health, physical, mental, intellectual and moral development;
- Both in the Internet and in everyday life, children and teenagers should not be subjects for any bullying and abuse.

3. Basic provisions

- 3.1. The present Terms and Conditions are open for inclusion of any person or entity that to the fullest extent accepts the whole and integral Terms and Conditions, as well as all Appendixes hereto in their integrity.

By referring an application to a registrar, or by other implicative actions aimed at receiving registration, renewal and/or domain name support services in .ДЕТИ gTLD, the Customer fully accepts these Terms and Conditions, Appendixes hereto and ICANN Policies.

- 3.2. The deadlines defined in these Terms and Conditions, as well as in Appendixes hereto, are to be defined in accordance with the law of Russian Federation, with all deadlines set in Moscow time. The technical information that reflects changes and received requests uses Universal Coordinated Time (UTC). The Registry Operator's holidays and weekends are defined in accordance with the law of Russian Federation.

- 3.3. Terms, schedules and procedures of registration, renewal and/or domain name support services are defined by the present Terms and Conditions, Appendixes hereto, ICANN Policies and Registration agreement.

In cases where the terms of the present Terms and Conditions, Appendixes hereto and/or ICANN Policies contradict the Registration agreement, the present Terms and Conditions, Appendixes hereto and/or ICANN Policies prevail. In cases where the terms of the present Terms and Conditions contradict Appendixes hereto, the Appendixes prevail. In cases where the terms of the present Terms and Conditions and/or Appendixes hereto contradict ICANN Policies, ICANN Policies prevail.

- 3.4. Registration, renewal and/or domain name support services are carried out by registrars. Registrar may perform these services itself, or involve a third party (resellers, partners, etc.). The registrar bears all responsibility for actions or failures to act of such third parties involved, as well as for the consequences of such actions or failures to act.

- 3.5. To be eligible for registration, renewal and/or domain name support services, the Customer shall enter into the registration agreement with the registrar or the third party appointed by the registrar, and agree to comply with all terms and conditions of such registration agreement, as well as with the present Terms and Conditions, Appendixes hereto and ICANN Policies.

- 3.6. The Customer shall at least provide the registrar or the third party appointed by the registrar with the following information: (i) personal and/or corporate identification data, (ii) proof of identity, (iii) contacts so that the Customer could be reached.

3.6.1. Personal identification data includes:

- full name, including family name (surname) and first name, as well as patronymic unless it otherwise derives from the lex personalis or any national custom;
- date of birth;
- national ID details;
- residential address.

The identifying document for individual is national ID or another acceptable proof of identity.

3.6.2. Corporate identification data includes:

- full name of the company, including form of business ownership, according to charter documents;

- federal registration number (for Russian residents, Basic State Registration Number, OGRN)
- individual taxpayer number or, for non-Russian residents, a similar taxpayer number;
- corporate address according to charter documents.

For legal entities, charter documents (charter and/or certificate of incorporation), government registration document and/or tax registration certificate and/or extract from the state register for body corporates are considered as proof of identity.

3.6.3. Contacts include:

- postal address;
- full name (according to [Section 3.6.1](#) of the present Terms and Conditions) and/or company name (according to [Section 3.6.2](#) of the present Terms and Conditions) of at least one administrative contact and one technical contact;
- postal address for administrative and technical contacts;
- phone numbers for administrative and technical contacts;
- fax numbers, if apply, for administrative and technical contacts;
- registrant, administrative and technical contacts email addresses.

- 3.7. The method, schedule, form and means of providing the identification data and proof of identity are determined by the registrar.
- 3.8. All identification and contact information provided by Customer and/or registrant shall be up-to-date, relevant and complete. The Customer and the registrant are fully responsible for identification information being up-to-date, relevant and complete, as well as for the risks of negative consequences arising from providing out-of-date, irrelevant and/or incomplete information to the registrar.
- 3.9. Entering into the registration agreement under a pseudonym or another person's name is prohibited.

4. Domain name registration

- 4.1. The domain name can be registered according to Customer's wish, for a term from 1 (one) to 10 (ten) years, in increments of 1 (one) year.
- 4.2. The Customer may register an infinite number of domain names.
- 4.3. The Customer fully agrees to the fact that, neither the Registry Operator, nor the registrar, nor ICANN, but only the Customer himself shall bear full responsibility for choosing a domain name and for possible violations of any third party rights in connection with such domain name; the Customer also shall bear full responsibility for adverse effects and losses in connection with the registration of the domain name selected by the Customer.
- 4.4. During the open registration period, apart from the premium registration period, the domain name registration applications shall be processed on the first come, first served basis based on the time they were received by the Registry Operator.
- 4.5. During the open registration period, apart from the premium registration period, the domain name shall be registered according to the first application that meets all of the following conditions, while the application that does not meet at least one condition of the followings shall be rejected, and the reason for the rejection shall be specified:
 - (a) The domain name is available at the moment of application processing by the Registry Operator, which means that:
 - the Registry does not contain information about such domain name (the domain name is available for registration), and
 - the domain name is not included in the list of reserved domain names according to the [Domain name reservation policy in .JETI gTLD](#);
 - (b) The domain name complies with the following technical requirements:

- does not contain symbols other than letters of the Russian alphabet (including letter “ё”), Arabic digits and hyphen (domain names are not case-sensitive), and
 - consists of no less than of 3 (three) symbols, and contains the number of symbols not exceeding 63 when translated into Punycode, and
 - starts and ends with a digit or letter;
- (c) All information required for the domain name registration is submitted;
- (d) The description of the purpose of the domain name registration (no more than 150 symbols including spaces) is submitted and complies with the Mission and values of .ДЕТИ gTLD.
- 4.6. Registration of the domain names which inflict any damage upon third parties shall not be allowed.
- 4.7. Registration of the domain names that contradict the Mission and values of .ДЕТИ gTLD (including, but not limited to: any domain names that contain words or phrases contrary to moral and intelligence values, obscene words, anti-humanistic remarks that offend people or religious communities, etc.) is strictly prohibited.
- 4.8. The Registry Operator, and any registrar, reserve the right to reject any domain name registration application at their own consideration if (i) the application is missing the description of the purpose of the domain name registration, or the purpose provided is inconsistent with the Mission and values of .ДЕТИ gTLD; and/or (ii) the domain name is inconsistent with the Mission and values of .ДЕТИ gTLD.
- 4.9. The Registry Operator reserves the right, in any moment of time and without any notice to registrant and/or registrar, to conduct checks of the registered domain names for complying with the present Terms and Conditions, and Appendixes hereto, in particular, to check the following: the usage of the domain name; the compliance of name-part of the domain name or the domain name itself to the Mission and values of .ДЕТИ gTLD; the accuracy of the registrant identification information, etc. After each check, the Registry Operator reserves the right to apply measures and sanctions that are provided for in the [Anti-abuse policy in .ДЕТИ gTLD](#).

5. Domain name operations

- 5.1. **Domain name delegation.** In order for the domain name to be delegated and included into the .ДЕТИ zone file, the registrant is required to provide no less than two DNS servers for the domain name to be delegated; such DNS servers shall have sustainable connectivity and work at a 24/7 basis.

The delegation can be canceled in the cases including, but not limited, to:

- missing information of no less than two DNS servers, or if the DNS servers ceased to work;
- when the domain name registration period has ended;
- by the request of its registrant;
- according to resolution or definition, or other act which is mandatory for execution, that came into effect as the competent court's or Dispute Resolution Services Provider's order;
- according to the duly performed resolution of the head (or the deputy, or any official holding the same powers) of the law enforcement agency;
- in cases where the registrant breaches the present Terms and Conditions, Appendixes hereto and/or ICANN policies, if cancellation of the delegation is applicable to such breach (e.g. according to the [Anti-abuse policy in .ДЕТИ gTLD](#)).

The Registry Operator, the registrar and/or ICANN shall not bear any responsibility for any damage or loss to the registrant or any third parties caused by the cancelled domain name delegation according to the aforementioned reasons.

- 5.2. **Renewal.** The registrant may renew the domain name registration an unlimited number of times according to the terms and conditions specified in the registration agreement, in 1 (one) year increments. The renewal period, together with the present registration period that has not yet expired, cannot constitute more than 10 (ten) years.

- 5.3. **Domain name transfer.** The registrant shall be able to transfer the domain name to another registrant or registrar. Terms, conditions and schedules of the domain name transfer are defined by the registrars according to the present Terms and Conditions, Appendixes hereto and ICANN Policies.
- 5.4. **Registration data update.** In cases where any identification information and/or contact information has been changed, the registrant shall be responsible for notifying the sponsoring registrar in a reasonable period of time. In cases where the identification information has been changed, the registrant shall be responsible for providing any appropriate proof of identity.
- 5.5. **Domain name registration cancellation.** The domain name registration can be cancelled without any reimburse in the following cases, including, but not limited to:
- according to resolution or definition, or other act which is mandatory for execution, that came into effect as a competent court's or Dispute Resolution Services Provider's order;
 - if the registrant has breached the present Terms and Conditions, Appendixes hereto and/or ICANN policies, if cancellation of the delegation is applicable to such breach (e.g. according to [Anti-abuse policy in .ДЕТИ gTLD](#)).
 - in case where the registrant who is an individual retracts his/her consent to personal data processing.
- The Registry Operator, the registrar and/or ICANN shall not bear any responsibility for any damage or loss to the registrant or any third parties caused by the cancellation of the domain name registration according to the aforementioned reasons.

6. Terms of domain name usage

- 6.1. The domain name usage shall be consistent to the Mission and values of .ДЕТИ gTLD.
- 6.2. The Registry Operator reserves the right to conduct checks and control the compliance of the conditions and limitations set for the domain name usage as defined in the present Terms and Conditions and Appendixes hereto.
- The control and check procedures, the Registry Operator rights when any violation and/or abuse is detected, as well as measures to prevent abuse and sanctions for the unwanted or prohibited domain name usage are defined in the [Anti-abuse policy in .ДЕТИ gTLD](#).
- 6.3. The Registry Operator reserves the right to add new and change existing domain name usage limitations. These limitations are applicable to all domain names, even if the latter were registered before such changes or limitations came into effect.
- 6.4. The registrant is permitted to register third-level domain names in the second-level domain name registered in his/her name, as well as define terms and conditions of registering and using such third-level domains, provided that the aforementioned terms and conditions are consistent to the Mission and values of .ДЕТИ gTLD.
- 6.5. The registrant fully agrees to the fact that, while the Registry Operator and the registrar and ICANN cannot be in any way responsible for the following, only the Customer shall bear full responsibility for using the domain name and all third-level domain names in it; the Customer also shall bear full responsibility for adverse effects and losses in connection with such usage.

7. Lock on operations with domain names due to judicial proceedings

- 7.1. Pre-trial lock on transfer or deletion shall only be applied by the Registry Operator in case of a written request by the holder of exclusive trademark rights, provided that such request contains sufficient information about both the domain name and trademark, and the holder of exclusive trademark rights has provided all necessary documents confirming such trademark rights; such lock shall only be applied to a domain that violates exclusive trademark rights.
- The pre-judicial lock is effective for 15 (fifteen) calendar days since the request has been received.
- In cases where the holder of exclusive trademark rights did not initiate the judicial proceedings regarding the domain name in question, the Registry Operator reserves the right to deny lock for the second time without any further notice.

- 7.2. The lock on transfer or deletion may be imposed by the Registry Operator if the trademark holder has filed a request, provided that such request contains sufficient information about both the domain name and trademark, and the holder of exclusive trademark rights has provided all necessary documents confirming the commencement of judiciary proceedings (e.g. ruling on the acceptance of the statement of claim or appointing the proceedings).

The lock is effective for 90 (ninety) calendar days since the request has been received.

In case where the exclusive rights holder has not obtained an injunction order prohibiting registrar change, domain transfer or deletion during the time of the court order validity, the Registry Operator reserves the right to deny lock for the second time without any further notice.

- 7.3. Remedies the lock is imposed by the Registry Operator on the request of any entity providing the Registry Operator with a copy of the corresponding court ruling to secure the claim (and, in case the Registry Operator has doubts, an original or notarized copy).

The enforcement lock is effective for the same duration as the court order in question, and it is effective only with regard to operations explicitly stated in such a court ruling.

- 7.4. The requirements to format, content and method for such requests regarding domain name operation lock and to supplementary document are posted at the Registry Operator's website and can be changed from time to time.

8. Final provisions

- 8.1. The present Terms and Conditions, as well as all Appendixes hereto, are executed and approved in Russian.

Any entity, the Registry Operator included, may translate the present Terms and Conditions, as well as any of Appendixes hereto, to any foreign language, but these translations shall not be deemed as official text and as such do not imply any responsibilities other than those stipulated in the Russian-language version of the present Terms and Conditions, as well as Appendixes hereto.

- 8.2. The present Terms and Conditions may be changed, amended, supplemented, revised or approved in a new version at any time according to the Registry Operator's resolution. The Registry Operator also reserves the right to develop and take into effect a new Appendix to the present Terms and Conditions at any time.

Any Appendix to the present Terms and Conditions may be changed, amended, revised, supplemented or cancelled, at any time according to the Registry Operator's resolution (if no other mechanism of making changes, amendments, approving new versions or annulling is defined in the Appendix itself or in the ICANN Policies).

- 8.3. The Registry Operator shall notify registrars via email of any change, amendment, supplement or new version of the present Terms and Conditions, and/or Appendixes hereto, or new Appendixes taking effect, in no less than 20 (twenty) calendar days before such a change, amendment or a new version, or an Appendix comes into effect.

- 8.4. The registrar shall inform its Customers of any change, amendment or new version of the present Terms and Conditions, and/or Appendixes hereto, in no less than 10 (ten) calendar days before such a change, amendment or a new version, or an Appendix, comes into effect.

- 8.5. The present Terms and Conditions, as well as all Appendixes hereto, takes effect on all the registrants, registrars and all the domain names, even if the latter were registered before such changes, amendments, supplements and/or new versions of the present Terms and Conditions, and/or Appendixes hereto took effect.

- 8.6. If any provision of the present Terms and Conditions, or of any of the Appendixes, is considered invalid, contradictory to the law, or otherwise impossible to perform, fully or partially, all the other clauses remain fully effective.