

# GENERAL TERMS AND CONDITIONS FOR REGISTRATION OF DOMAIN NAMES UNDER THE .SI TOP-LEVEL DOMAIN

Publication 20 September 2010, validity 20 October 2010

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## 1. INTRODUCTORY PROVISIONS

- 1.1. These General terms and conditions for registration of domain names under the .si top-level domain ("**General terms and conditions**") regulate legal relations between **Arnes** as the Registry and Registrars and Domain name holders associated with registration of the Domain names.
- 1.2. The Rules of the alternative domain name dispute resolution system ("**ARDS Rules**") also form a constituent part of these General terms and conditions.
- 1.3. The Rules for use of the WHOIS search service ("**WHOIS Rules**") also form a constituent part of these General terms and conditions.

## 2. DEFINITION OF TERMS

Unless otherwise stipulated by the text, the following terms shall have the following meanings in the General terms and conditions:

- 2.1. **Allowed characters** are characters in the standard Latin alphabet (A-Z), Arabic numerals (0-9), the hyphen sign (-), and the letters cited in the table at [www.registry.si/idn](http://www.registry.si/idn)
- 2.2. **Domain name** is a string of characters registered directly under the .si top-level domain.
- 2.3. An **IDN** is a domain name that contains at least one character other than the Latin letters a to z (e.g. roža.si) that is cited in the table of allowed characters.
- 2.4. An **ACE string** is an ASCII string beginning with xn-- and is generated by the technical conversion of an IDN (e.g. xn--roa-d3a.si).
- 2.5. **Period** is a renewable period of at least one and at most five (5) years for which the Domain name is registered.
- 2.6. **Arnes** i.e. Registry for .si is the Academic and Research Network of Slovenia, which is a public institution established by the Ordinance establishing the public institution the Academic and Research Network of Slovenia (Official Gazette RS 23/92), which was replaced by the Resolution establishing the public institution the Academic and Research Network of Slovenia (Official Gazette RS 38/02 and 65/05). One activity of Arnes is the registration of domain names under the .si top-level domain, and management of the top-level DNS (Domain Name System) server for .si. The Registry activities under .si are not a public service.
- 2.7. **Domain name holder** is a natural or legal person who registers a domain name in accordance with these General terms and conditions.
- 2.8. **Registrar** is a natural or legal person that undertakes the activities of domain name registration on behalf of domain name holders on the basis of a registrar contract.
- 2.9. **Registry's website** (ARNES) is the website available at <http://www.register.si> and <http://www.registry.si>, together with subpages.
- 2.10. **Application** is a complete and technically adequate application for registration of a Domain name or a Domain name transaction sent to the Registry by a Registrar on behalf of a Domain name holder.
- 2.11. **Domain name transaction** is the registration of a Domain name and all changes to data associated with the Domain name, the Registrar or the Domain name holder.
- 2.12. **Registrar portfolio** is the set of all Domain names managed by a Registrar.

## 3. LEGAL RELATIONS BETWEEN ARNES AND DOMAIN NAME HOLDERS, AND RIGHTS ENSURED

- 3.1. By submitting an application to register a Domain name via a Registrar, Domain name holders agree to be bound by these General terms and conditions, and agree that these General terms and conditions regulate the content of contractual legal relations between the Domain name holder and Arnes.
- 3.2. Contractual legal relations between Arnes and a Domain name holder shall arise at the moment a Domain name is registered.

- 3.3. Upon the registration of a Domain name, Arnes grants the Domain name holder the limited, transferable, renewable and exclusive right to use the Domain name for the entire Period in accordance with these General terms and conditions and in accordance with the terms of the contract between the Domain name holder and the Registrar. In the event of any discrepancy between the General terms and conditions and the contract between the Domain name holder and the Registrar, the provisions of the General terms and conditions for registration of domain names under the .si top-level domain shall take precedence.
- 3.4. The contractual relations between the Domain name holder and Arnes comprise a gratuitous relationship for the sole purpose of the management of data in the Registry of domain names under the .si top-level domain, the safeguarding of the rights of Arnes in the event of breaches of these General terms and conditions and the law, the safeguarding of the rights of the Domain name holder in the event of Domain name transactions, and the safeguarding of the rights of third parties.

## 4. SYNTAX RULES

A Domain name may be registered provided that it meets the following conditions:

- 4.1. The minimum length of a Domain name is two characters. For an IDN, the minimum length relates to the IDN (č.si is not allowed, even though the ACE string is xn--bea.si).
- 4.2. The maximum length of a Domain name is 63 characters, where the maximum length of an IDN relates to the ACE-string.
- 4.3. Neither the first nor last character of a Domain name may be a hyphen.
- 4.4. A Domain name may not contain consecutive hyphens as the third and fourth characters, unless it is an ACE string of an allowed IDN.
- 4.5. 113.si is reserved for the police, 112.si is reserved for the needs of the Administration of the Republic of Slovenia for Civil Protection and Disaster Relief, and si.si and rs.si are reserved for the needs of the Slovenian government.

## 5. PERIOD, REGISTRATION AND RENEW OF DOMAIN NAME

### 5.1. Period

- 5.1.1. Registrars shall, in accordance with their contracts with Domain name holders, register or renew Domain names for one, two, three, four or five years. The Period of any Domain name registration shall commence on the date of registration of the Domain name, and shall end on the same day in the month as the Domain name was registered.
- 5.1.2. The Domain name may be renewed if requested by the Domain name holder in accordance with clause 5.3 of these General terms and conditions.

### 5.2. Domain name registration

- 5.2.1. The registration procedure is automated, and shall be applied to complete Applications as they are received on a first-come, first-served basis. An Application shall be deemed to have been received when accepted from the Registrar by the Arnes server for the registration of Domain names in the prescribed manner. An Application shall be deemed to be complete if it contains all the required data and is in accordance with the General terms and conditions. Incomplete Applications shall not be considered by the server, and shall have no bearing on the order of Applications.
- 5.2.2. On registration of Domain names in accordance with the WHOIS Rules, Registrars shall stipulate correctly whether the Domain name holder is a natural or legal person.
- 5.2.3. If the Domain name registration conditions have been met and Arnes has received payment from the Registrar, Arnes shall register the Domain name on behalf of the Domain name holder.

### 5.3. Renewal of the Domain name

- 5.3.1. Domain name may be renewed, on the basis of a timely application and payment, by a new Period, which shall commence on the same day in the month as the Domain name was registered. Renewal may not be requested more than 6 months (180 days) prior to the expiry of the Period.
- 5.3.2. If Arnes does not receive a Domain name Renewal request the Domain name shall be allocated "quarantine" status on the date of expiry of the Period.
- 5.3.3. Registrars shall be responsible for timely notification of Domain name holders of the expiry of the Period.

### 5.4. Domain names in quarantine

- 5.4.1. A Domain name is "in quarantine" if the Domain name holder confirmed deletion of the Domain name or because the Domain name was not renewed. Quarantine status means that, in accordance with the General terms and conditions, Arnes has removed the pointers from the .si top-level domain DNS server (the Domain name cannot be used on the web, but it is still not available for registration by other parties). Domain name quarantine status may not last longer than 30 days.
- 5.4.2. If the registration of a Domain name in quarantine is not renewed, the Domain name shall be deleted after the expiry of 30 days, and may once again be registered. Renewal of the Domain name removes "quarantine" status and reactivates the Domain name.

### 5.5. Blocked Domain names

- 5.5.1. A Domain name is "blocked" if the Domain name is subject to alternative domain name dispute resolution or to a court case. Blocked Domain names cannot be transferred to other Domain name holders or deleted, but the Domain name holder can continue to use it in accordance with these General terms and conditions.

## 6. OTHER DOMAIN NAME TRANSACTIONS

### 6.1. Data Update

- 6.1.1. The Domain name holder shall guarantee that the data in the Registry is accurate and current, and undertakes to report any change therein without delay to the Registrar, who is obliged to update it.
- 6.1.2. Registered data on the Domain name holder shall be updated on the basis of a request to update data. Registrars shall be obliged to ensure that data associated with a Domain name are correct and authentic at all times. If a Registrar changes a contact electronic address, Arnes shall send an automatically generated notification of the change to the contact electronic address to both the old and new contact electronic addresses of the Domain name holder.

### 6.2. Deletion of Domain names

- 6.2.1. Domain names shall be deleted from the database of registered Domain names via the intermediate quarantine status, as described in clause 5.4, in the following two instances:
  - if the Period has expired and the Domain name was not renewed in accordance with the provisions of these General terms and conditions or
  - if the Registrar submitted a Domain name deletion request via the registration system, and Arnes received confirmation from the Domain name holder given in the agreed manner described in clause 7.4 within 16 days.
- 6.2.2. Domain names shall be deleted from the database of registered Domain names, directly and without intermediate quarantine status as described in clause 5.4 of these General terms and conditions, if:
  - the conditions set out in clause 12.1. of these General terms and conditions are met, the Registrar submitted a Domain name deletion request and Arnes received confirmation of the deletion from the Domain name holder, in electronic form or by fax, within 16 days or is
  - so required by a binding decision of a court or other official body or is
  - so decided by a decision adopted in an alternative domain name dispute resolution procedure or

- the Domain name holder violates these General terms and conditions, or is
- so stipulated in these General terms and conditions.

### 6.3. Change of Registrar

- 6.3.1. If a Domain name holder wishes to change Registrar during the Period, he or she must choose a new Registrar, while the new Registrar must submit a Registrar Transfer request and pay for the transaction. Arnes shall send an automatically generated electronic message requesting confirmation from the Domain name holder of the change of the Registrar; the Domain name holder must confirm the change within 16 days of receipt of the message. If Arnes does not receive confirmation from the Domain name holder within this interval, it shall not change the Registrar.
- 6.3.2. If the Domain name holder is a natural person, Registrar change under clause 6.3.1. of these General terms and conditions shall not be possible while the Domain name continues to meet the conditions for cancellation under clause 12.1 of these General terms and conditions.
- 6.3.3. Change of Registrar under clause 6.3.1 of these General terms and conditions shall not alter the domain name registration period.

### 6.4. Transfer of Domain names to a third party

- 6.4.1. If during the Period a Domain name holder wishes to transfer the Domain name to a third party, the new Registrar chosen by the future Domain name holder shall be obliged to submit a Domain name holder Transfer Request, and to pay for the transaction. Arnes shall request confirmation of the transfer from both the former and future Domain name holders by automatically generated electronic message. Both Domain name holders must confirm the transfer within 16 days of receipt of the message. If Arnes does not receive confirmation from both Domain name holders within this interval, it shall not transfer the Domain name to the third party.
- 6.4.2. Domain names shall be transferred to new Domain name holders if so required by binding decision of a court or other official body, or if so required by a decision adopted in an alternative domain name dispute resolution procedure. The Registrar of the new Domain name holder must request the transfer, while the consent of the previous Domain name holder is not required.
- 6.4.3. In transferring Domain names to new Domain name holders due to the death or cessation of the previous Domain name holder, the provisions of clause 6.4.1. of these General terms and conditions shall apply *mutatis mutandis*, wherein the consent of the previous Domain name holder shall be replaced by a suitable act by which the new Domain name holder demonstrates entitlement to request the Domain name transfer in accordance with the regulations governing inheritance or cessation of the legal person-previous Domain name holder.
- 6.4.4. Transferring Domain names to new Domain name holders shall not alter the Period of registration.
- 6.4.5. If a Domain name holder is a natural person, the transfer of the Domain name to a new Domain name holder shall not be possible while the Domain name meets the conditions for cancellation under clause 12.1 of these General terms and conditions.

## 7. COMMUNICATION BETWEEN ARNES AND DOMAIN NAME HOLDER

- 7.1. All communication between Arnes and Domain name holders shall take place via electronic mail as follows:
  - 7.1.1. if intended for Arnes, to dom-reg@arnes.si or info@register.si or info@registry.si;
  - 7.1.2. if intended for the Domain name holder, to the valid contact electronic mail address supplied to Arnes via the Registrar and published in the WHOIS search service (Domain name holder contact electronic address);
  - 7.1.3. Arnes and the Domain name holder agree that the communication method via the electronic mail addresses cited in clauses 7.1.1. and 7.1.2. represents the agreed technology and communication procedure. Electronic messages so received shall be deemed to originate from Arnes or the Domain name holder.

- 7.2. All communication between Arnes and the Domain name holder shall take place in Slovenian, although communication in English shall also be possible by prior arrangement. If the use of language gives rise to doubt regarding the content of the agreement or the interpretation of a contractual provision, or if this is different in the Slovenian and English versions, the Slovenian version of the document or communication shall apply.
- 7.3. Where these General terms and conditions require confirmation or consent from the Domain name holder, confirmation in the form of an electronic message shall be valid, except in instances where valid legislation explicitly stipulates otherwise.
- 7.4. When the domain name registration system receives an application that, in accordance with these General terms and conditions, requires confirmation from the Domain name holder, an automatically generated message shall be sent to the contact electronic address with an explanation, a web link to the confirmation form, and a confirmation code for approval of the transaction. If a Domain name holder cannot confirm the application via the web connection, he or she may confirm the application by using the confirmation code and faxing a signed document to Arnes with the prescribed text and code stated (fax number: + 386 1 479 88 99).
- 7.5. If a Domain name holder fails to confirm a transaction within the interval stipulated in these General terms and conditions, or rejects the transaction, the Application shall terminate automatically.
- 7.6. The provisions of the laws regulating electronic commerce and electronic signatures, and electronic commerce in the marketplace, shall apply in relation to the sending and receiving of electronic messages.
- 7.7. Communication between Domain name holders and Arnes is limited to cases that are stipulated by these General terms and conditions or is needed for the execution of General terms and conditions.

## **8. DOMAIN NAME HOLDER OBLIGATIONS AND GUARANTEE**

- 8.1. Domain name holders shall have the following obligations throughout the Period:
- 8.1.1. to ensure that the data supplied to the Registrar (and by the Registrar to Arnes) with which they have Domain name registration contracts are accurate, complete and current throughout the Period;
- 8.1.2. to ensure that the contact electronic address of the Domain name holder defined in clause 7.1.2 and supplied to the Registrar (and by the Registrar to Arnes) is valid, and that they have exclusive and direct access to it;
- 8.1.3. that their Application is submitted in good faith and for lawful purposes, and does not encroach upon the rights of third parties;
- 8.1.4. that the Domain name is not in breach of the law, public order or morals;
- 8.1.5. that they will comply with these General terms and conditions for the duration of the Period;
- 8.2. Where Domain name holders fail to comply with their obligations referred to in clause 8.1 of these General terms and conditions, Arnes shall have the right not to register a Domain name, or to delete a Domain name at its own initiative.
- 8.3. This right shall not be binding upon Arnes in respect of third parties who maintain that a Domain name is encroaching upon their rights. Arnes shall reserve the right to assure itself of any breach of third-party rights on the basis of completed ARDS procedures or a final court ruling.

## **9. REGISTRAR APPLICATION**

- 9.1. The rights and obligations of Registrars in relation to Arnes shall be regulated in a contract concluded between Arnes and the Registrar. These General terms and conditions shall form a constituent part of such contracts.
- 9.2. If a contract between a Registrar and Arnes expires, the Registrar shall be obliged to transfer its Portfolio of Domain names to another Registrar within 15 days, and to notify Arnes and all affected Domain name holders of the transfer in an appropriate manner. In such instances, the change of Registrar shall not incur payment.
- 9.3. If a Registrar fails to meet the obligations referred to in clause 9.2, Arnes shall inform Domain name holders of the termination

of the contract, and shall charge the Registrar for all Domain names not transferred to another Registrar at the rates from the valid Tariff. Affected Domain name holders shall be obliged to choose a new Registrar under the procedure described in clause 6.3. of these General terms and conditions. If a Domain name holder changes Registrar within one month (30 days) of the date of receipt of notification, the change shall be free of charge, otherwise it will be charged under the Tariff.

- 9.4. Only Registrars may submit applications to Arnes on behalf of Domain name holders. Arnes shall publish a current list of Registrars on its website. Each Domain name holder shall have the right of free choice of Registrar. Direct Applications by Domain name holders to Arnes shall not be possible, except in instances stipulated by these General terms and conditions.
- 9.5. Contractual legal relations between Domain name holders on the one hand, and Registrars with whom Domain name holders order registration of individual Domain names on the other hand, shall be independent bilateral legal relations, and Arnes shall not be a party to such legal relations.
- 9.6. Each Registrar shall be obliged to correctly inform all Domain name holders with which they are in contractual relations of the contents of these General terms and conditions, and of any changes thereto. The Registrar shall act as Arnes's agent in the conclusion of the contract between Arnes and the Domain name holder. The Registrar shall be liable to Arnes for any damage incurred as the result of omitting to conclude a contract between Arnes and the Domain name holder with the content of these General terms and conditions.
- 9.7. The Registrar shall provide services of remote sales to consumers and information services in respect of Domain name holders. The Registrar shall accordingly be obliged to meet all legal requirements regarding consumer protection and the obligations of information service providers. Arnes shall not enter into onerous contractual relations with Domain name holders, and shall not offer, sell or market goods or services.
- 9.8. If the Registrar is proven to have been involved in a breach of the obligations set out in clause 8.1, Arnes may on this basis terminate the contract therewith without a period of notice. This right shall not be binding upon Arnes in respect of Domain name holders and third parties, and Arnes shall not be obliged to investigate allegations of such behaviour by Registrars.

## **10. FEES AND PAYMENT FOR SERVICES**

- 10.1. The fees that Arnes charges Registrars for registration of Domain names and for Domain name transactions shall be defined in the Tariff published on the Registry's website.
- 10.2. Arnes shall be obliged to implement Domain name registrations or other Domain name transactions only after the Registrar chosen by the Domain name holder has paid in full the amount stated in the tariff for the Domain name registration or Domain name transaction.
- 10.3. All payments for services provided by Arnes shall be made by Registrars. Arnes shall not be liable for any mistakes made by Registrars in relation to such payments, including errors that result in the non-registration or expiry of registration of Domain names, or registration of Domain names by third parties. Arnes shall not accept payments from Domain name holders, and shall not be obliged to return any payments made to Registrars by Domain name holders in relation to Domain names.
- 10.4. If a Domain name ceases to be valid for any reason prior to the expiry of the Period, the Registrar shall not be entitled to return of a proportionate share of the payment.

## **11. PRIVACY AND PROTECTION OF PERSONAL DATA**

- 11.1. By submitting a Domain name registration application, the Domain name holder accepts these General terms and conditions and authorises Arnes to collect, process and manage personal and other data required by Arnes to undertake its activities relating to the operation of the Domain name system under the .si top-level domain. For the purposes of the operation of the WHOIS search service, the Domain name holder also agrees to the publication of personal data in a form rendering them accessible via the Internet to the extent necessary, as stipulated in the WHOIS Rules. The Domain name holder agrees that Arnes shall manage his or her personal data for the purposes and to the extent described in this section.

- 11.2. The legal basis for the collection and processing of personal data is the Domain name registration contract concluded on registration of a Domain name between Arnes and the Domain name holder. The Domain name holder shall have the right to inspect, copy, supplement, correct, block and delete personal data relating to him or her.
- 11.3. Domain name holders may request blocking or deletion of personal data relating to them. If a Domain name holder exercises this right, Arnes shall at its own initiative delete all Domain names registered by the Domain name holder, resulting in the consequences of deletion of a Domain name in accordance with these General terms and conditions.
- 11.4. The Registrar shall be obliged to obtain consent from the Domain name holder in person for the processing of personal data in accordance with these General terms and conditions as prescribed by the ZVOP-1 (Personal Data Protection Act). Here Arnes shall be deemed the management authority of the database of Domain name holders, while the Registrar shall be deemed the contracted processor, who may process the data on the basis of the contract with Arnes and in accordance with these General terms and conditions.
- 11.5. Collection of data for the purposes of registration: In order to ensure the uninterrupted operation of Domain name registration and the DNS system, Arnes shall collect and process the following personal and other data:
- full name (natural person) or company/official name (organisation) of the Domain name holder;
  - permanent residence (natural person) or registered office (organisation) of the Domain name holder;
  - electronic mail address of the Domain name holder (contact electronic address);
  - telephone and fax number of the Domain name holder;
  - data on the administrative and technical contact person (full name, electronic address, residence, telephone and fax number).
- 11.6. Arnes may use data obtained solely to operate the Domain name system, and will only supply such data to third parties if:
- 11.6.1. the Domain name holder explicitly and unambiguously consents to the supply of the data in the agreed form of communication;
  - 11.6.2. the data are required by an official body by a binding decision issued in the pursuance of its statutory duties;
  - 11.6.3. requested by the arbiter of alternative domain name dispute resolution, where such request is made in accordance with the ARDS Rules;
  - 11.6.4. there is a justified request to supply data.
- 11.7. In instances under clause 11.6.4, requests must be submitted on the form that is an annex to these General terms and conditions, that is published on the Arnes website, and that contains:
- complete data on the party requesting disclosure, including full name or company name and address, and either an electronic mail address or a telephone or fax number;
  - an explanation of the well-founded grounds for disclosure of personal data, to wit proof of the commencement of court, administrative, arbitration or other official procedure, or ARDS procedure;
  - a declaration that in the event of favourable resolution of the request, the party will only use the data obtained for the well-founded reasons given, and accepts criminal and civil liability for such use.
- 11.8. In the event of a complete request under clause 11.7., Arnes shall supply the data requested. If the request referred to in clause 11.7. is justified by the commencement of an ARDS procedure, the attachment to the request of a complaint in accordance with the ARDS Rules shall suffice, without the need to enclose a bank receipt for payment of fees and extract from the appropriate register of legal persons.
- 12. SPECIAL CONSUMER RIGHTS**
- 12.1. A Domain name holder who meets the conditions for being deemed a consumer set out by the law governing consumer protection shall on the basis of this law have the right to notify the Registrar within 14 days of concluding a contract remotely that he/she is withdrawing from the contract, with no obligation to cite the grounds for so doing, whereby the Registrar must refund all payments received within 30 days of receiving the notification of withdrawal from the contract. In such an event

Arnes shall be obliged to refund to the Registrar any fees paid, under the following conditions:

- 12.1.1. If Arnes received the Registrar's application for the deletion of the Domain name and the Domain name holder's confirmation of deletion in the manner described in clause 7.4 within 16 days of the registration of the Domain name, and
  - 12.1.2. if in the interim the Domain name has not been activated, whereby the entry of the DNS servers in the Domain name registration system entails activation of the Domain name.
- 12.2. If the Domain name holder meets the conditions for being deemed a consumer set out by the law governing consumer protection, the Registrar shall also be obliged to draw his/her attention to these rights, and particularly to the fact that in the event of activation of the Domain name the consumer loses the right to withdraw for the contract, in accordance with the law governing consumer protection.

### **13. LIABILITY OF ARNES**

- 13.1. Arnes undertakes to perform Domain name registration in accordance with international recommendations in the area of domain name registration, and to ensure the quality of its services through due professional diligence.
- 13.2. Arnes shall not be liable for any damage, direct or indirect, incurred in relation to the registration or use of any domain name under the .si top-level domain or in connection with the use of Arnes software or websites, nor for any damage incurred due to technical problems or actions of Registrars resulting in failed registration or withdrawal of Domain names.

### **14. LAW AND JURISDICTION**

- 14.1. These General terms and conditions and all disputes between Arnes and Registrars, or between Arnes and Domain name holders, shall be subject to Slovenian law, wherein rules of international private law that would dictate the use of any other legal system shall not apply.
- 14.2. The materially competent court in Ljubljana shall have exclusive territorial jurisdiction to resolve all disputes between Arnes and Registrars or between Arnes and Domain name holders.

### **15. CHANGES TO GENERAL TERMS AND CONDITIONS AND REGISTRATION RULES**

- 15.1. The text of these General terms and conditions shall be binding on all parties entering legal relations with Arnes in relation to Domain name registration.
- 15.2. If Arnes alters these General terms and conditions or the Tariff, it shall be obliged to publish such changes on its website at least 30 days prior to their entry into force. All Applications will be considered with regard to the General terms and conditions in force.
- 15.3. Urgent changes to these General terms and conditions may exceptionally enter into force in a shorter interval.

### **16. ARNES AS REGISTRAR**

- 16.1. Arnes may operate as a Registrar for the registration of Domain names by Domain name holders that are users of the ARNES research network and that are legal persons.
- 16.2. These General terms and conditions shall apply *mutatis mutandis* to the registration of Domain names by Domain name holders referred to in the previous clause.

### **17. PRINCIPLES OF ALTERNATIVE DOMAIN NAME DISPUTE RESOLUTION**

- 17.1. By agreeing to these General terms and conditions, Domain name holders consent to alternative domain name dispute resolution (hereinafter "ARDS") and the ARDS Rules.
  - 17.1.1. Where the conditions stated in clause 17.2 are met, third parties (hereinafter "**Complainants**") who claim that a registered Domain name violates their rights may initiate disputes in accordance with the ARDS Rules.
  - 17.1.2. Domain name holders agree that disputes shall be resolved in accordance with the ARDS Rules in all instances where a dispute is initiated against them in accordance with clause 17.1.1 of these General terms and conditions. The Domain name holder and the Complainant undertake to respect all decisions taken in an ARDS procedure. This provision shall

not affect their constitutional and statutory rights to court protection.

17.1.3. The Domain name holder and Complainant agree that ARDS procedures shall take place before a tribunal as stated on the Arnes website.

17.2. Conditions for initiating ARDS procedure

17.2.1. Complainants asserting that a registered Domain name violates their rights may initiate an ARDS procedure only in instances where they also assert:

- that the Domain name of the Holder is identical to or interchangeable with their trade mark valid on the territory of the Republic of Slovenia, or company name, as taken from the court register in the Republic of Slovenia, or that it violates their copyright under the law of the Republic of Slovenia, or a registered geographic designation to which they are entitled under the law of the Republic of Slovenia, or encroaches on their rights to their personal name under the law of the Republic of Slovenia, or encroaches upon other rights recognised in the legal system of the Republic of Slovenia;
- that the Domain name holder has no legally recognised interest with regard to the registered Domain name; and
- that the Domain name was registered or is used in bad faith.

17.2.2. Prior to initiating ARDS procedures, Complainants shall be obliged to sign a written declaration accepting these General terms and conditions.

17.3. Principles for decisions of ARDS tribunal

17.3.1. The tribunal shall decide to delete a Domain name or transfer it to the Complainant only if it finds that the conditions set out in clause 17.2.1 have actually been met.

17.3.2. In judging whether the conditions set out in clause 17.2.1 of these General terms and conditions have been met, the tribunal shall be free and not tied to any rules of evidence. It may use any lawful rules, principles or practices that it deems relevant, provided they comply with the legal system in the Republic of Slovenia. Throughout the procedure, the tribunal must ensure that the adversarial principle is satisfied.

17.4. Liability

17.4.1. Arbiters, administrators, tribunal presidents and Registrars, or any of their assistants, employees or other associated persons, shall not be liable for compensation to any party or third party for any action or failure to act in the ARDS procedure that caused harm, unless such harm was caused by criminal activity or intentionally.

17.4.2. Arbiters, administrators, tribunal presidents and Registrars, or any of their assistants, employees or other associated persons, shall not be liable for compensation to any party or third party for the content of decisions adopted in the procedure.

**18. FINAL PROVISIONS**

18.1. All contracts concluded between Arnes and Registrars pursuant to other General terms and conditions of business shall cease to apply on the entry into force of these General terms and conditions.

18.2. These General terms and conditions shall enter into force 30 days after their publication on the Arnes website.

Arnes

Marko Bonač, Director

Ljubljana, 20 September 2010

**APPENDIX FORM:**

**REQUEST FOR DISCLOSURE OF DATA ON WELL-FOUNDED GROUNDS**

**Data on the applicant:**

Full name (natural persons):

Company name (legal persons):

Address:

Electronic mail address or:

Telephone number or:

Fax number:

**Name of the Domain name to which the disclosure of personal data relates:**

Domain name:

**Personal data requested by the applicant:**

Statement of individual data items:

**Grounds for disclosure:**

Statement of the reference number of the court, administrative, arbitration or other official procedure or ARDS procedure (see clause 11.8.).

**Applicant declaration:**

The applicant explicitly states that, in the event of approval of the request for disclosure of personal data, he or she will only use the data obtained for the purposes stated, and accepts full criminal and civil liability.

**Mandatory enclosures:**

- documents demonstrating the initiation of court, administrative, arbitration or other official procedure or ARDS procedure (see clause 11.8.).