TERMS AND CONDITIONS FOR DOMAIN NAME REGISTRATION AND SUPPORT IN THE .BG ZONE AND THE SUB-ZONES
(cancelled on September 18, 2008)

1. DEFINITIONS

1.1. REGISTRY – the organization with delegated rights to register names in a specific Internet zone. With respect to the top level zone .bg and the second level zones included in the AVAILABLE ZONES (.a.bg; .b.bg; .c.bg and so on), the REGISTRY is REGISTER.BG Ltd.

1.2. AVAILABLE ZONES

– the zones where domain names are registered in the REGISTRY:

Top level zone:

.bg

Second level zones:

.a.bg	.b.bg	.c.bg	.d.bg	.e.bg	.f.bg	.g.bg	.h.bg	.i.bg	.j.bg	.k.bg	.l.bg	.m.bg
.n.bg	.o.bg	.p.bg	.q.bg	.r.bg	.s.bg	.t.bg	.u.bg	.v.bg	.w.bg	.x.bg	.y.bg	.z.bg
.0.bg	.1.bg	.2.bg	.3.bg	.4.bg	.5.bg	.6.bg	.7.bg	.8.bg	.9.bg			

All domain names in the list of AVAILABLE ZONES are functionally equal.

1.3. LABEL - any name composed of ASCII characters and/or numbers, including the sign "-". The LABEL must meet the requirements described in the present Terms and Conditions.

1.4. DOMAIN NAME - combination of the LABEL and an extension corresponding to one of the AVAILABLE ZONES.

Examples:

a) The DOMAIN NAME register.bg is formed out of register – LABEL and .bg – top level zone.

b) The DOMAIN NAME vremeto.v.bg is formed out of vremeto - LABEL and .v.bg - second level zone.

1.5. REGISTRANT – a customer registering the Domain Name.

1.6. PROTECTED DOMAIN NAME - DOMAIN NAME in the top level zone .bg, for which documents have been presented during the registration by the REGISTRANT, certifying grounds to use the LABEL according to these Terms and Conditions or the DOMAIN NAME has been registered and continuously supported for more than 5 /five/ years.

1.7. ADMINISTRATIVE CONTACT - a person, authorized by the REGISTRANT to determine the policy for naming objects within the hierarchy of the respective DOMAIN NAME and to request changes in the registered attributes of the respective DOMAIN NAME, including technical contacts, billing contacts and domain names servers (DNS).

1.8. TECHNICAL CONTACT – a person responsible for the technical operation of the domain names servers.

1.9. BILLING CONTACT – a person authorized to effect financial operations related to the DOMAIN NAME registration and support. The payment documents shall be issued on this person.

1.10. REGISTRAR - a trader mediating between the REGISTRANT and REGISTRY in implementing activities related to DOMAIN NAME registration.

1.11. DOMAIN NAME **SETUP** - providing information to the REGISTRY regarding: domain names servers, technical contacts, and billing contact for the respective DOMAIN NAME.

1.12. DISPUTE - solving issues between an applicant of a domain name and a REGISTRANT.

1.13. DISPUTE COMMITTEE - committee, established by the REGISTRY with the purpose of solving issues between an applicant of a domain name and a REGISTRANT. The DISPUTE COMMITTE examines the documents of the two parties and makes a decision on the issue.

2. INTRODUCTION

2.1. REGISTRY's functions and obligations

REGISTRY's main functions and obligations are:

- To compile rules for registration of DOMAIN NAMES in accordance with specific recommendations and corresponding to specific regional particularities;

- To register DOMAIN NAMES of REGISTRANTS meeting the rules;

- To secure support of registered DOMAIN NAMES for a specific term;

- To carry out dispute between applicants and REGISTRANTS.

The REGISTRY deals only with DOMAIN NAMES registration within the AVAILABLE ZONES. The registration of names from the next level shall be responsibility of the administrative contacts for the respective DOMAIN NAME.

2.2. REGISTRY – REGISTRAR - REGISTRANT

It is a custom to use mediators - REGISTRARS in the process of serving REGISTRANTS. The REGISTRARS participate in the communication process between the client and the REGISTRY during the registration process. The REGISTRARS are held responsible for the financial services provided to REGISTRANTS.

The REGISTRY performs the technical activities related to the DOMAIN NAMES registration and support.

The REGISTRY supports own REGISTRAR's function on the Internet address **https://www.register.bg/**.

2.3. PRINCIPLES OF REGISTRATION

2.3.1. The REGISTRY has developed conditions and procedures for registration described in the present Terms and Conditions, based on the Internet standards, discussions with Internet service providers and experts in Bulgaria and abroad, as well as based on gained experience.

The conditions and procedures described herein serve as point of reference for the REGISTRANTS, Internet Service Providers (ISP), REGISTRY and REGISTRARS' staff so that each application for DOMAIN NAME registration can be served predictably, in consistently and without delay due to misunderstanding.

2.3.2. The REGISTRANTS can register DOMAIN NAMES within all AVAILABLE ZONES in accordance with the present Terms and Conditions.

2.3.3. When a REGISTRANT registers and changes the registration information of a DOMAIN NAME within any AVAILABLE ZONE, the REGISTRANT shall **identify** himself/herself.

2.3.4. When registering a DOMAIN NAME in the top level zone: .bg, the REGISTRANT can choose between the following two cases:

2.3.4.1. **To provide** documents to the **REGISTRY**, certifying **grounds** to use the LABEL. The grounds shall be available at the time of the DOMAIN NAME registration. Further changes in the circumstances shall be reflected on the registration only in the cases provisioned in these Terms and Conditions. In this case the DOMAIN NAME shall be registered as PROTECTED.

2.3.4.2. **To not provide** documents to the **REGISTRY**, certifying **grounds** to use the LABEL. In this case the DOMAIN NAME shall be registered as UNPROTECTED.

The choice of the REGISTRANT regarding the DOMAIN NAME registration under it. 2.3.4.1. or it. 2.3.4.2. shall reflect on the DISPUTE procedure.

2.3.5. **No grounds are required** to use the LABEL when registering a DOMAIN NAME in the second level zones: .a.bg; .b.bg; .c.bg and so on. The DOMAIN NAMES registered in these sub-zones shall not be under DISPUTE by the REGISTRY.

2.3.6. The applications for DOMAIN NAME registration shall be served on "first come – first served" principle (i.e. *prior tempore, potior iure*).

2.3.7. The applications for registration of DOMAIN NAMES that have already been in use, shall be placed on the waiting list of APPLICATIONS.

2.3.8. Each DOMAIN NAME is registered to one REGISTRANT.

2.3.9. The REGISTRANT bears complete legal responsibility for the actions of the subjects in the DOMAIN NAME registered by him/her as opposed toward other subjects connected to Internet.

2.3.10. The registration of a specific DOMAIN NAME does not grant any legal rights on the LABEL, forming an integral part of such name, and any issues related to that shall be considered in accordance with the dispute rules, compiled by the REGISTRY and/or the normal legislative procedures (refer to RFC 1591).

3. TYPES OF REGISTRANTS

3.1. Any private persons or legal entities with legal or commercial registration in the Republic of Bulgaria or EU member state, or holders of a constituent act issued by a Bulgarian State Authority; entities, established by virtue of an agreement between Bulgaria and other countries; companies and organizations, registered abroad, having a registered branch or commercial representative office in the Republic of

Bulgaria.

3.2. Efficient persons, Bulgarian citizens, foreigners with the right for permanent residence on the territory of the Republic of Bulgaria or citizens of EU member state.

3.3. Legal entities, registered abroad, having authorized a third entity to register a DOMAIN NAME. The authorized entity shall meet the criteria under 3.1. or 3.2.

4. REQUIRED DOCUMENTS FOR DOMAIN NAME REGISTRATION

4.1. In order to register a DOMAIN NAME in all AVAILABLE ZONES, the REGISTRANTS shall present the following documents:

4.1.1. APPLICATION - filled in on-line on the Internet, through the interface of the selected REGISTRAR;

4.1.2. Identification documents according to APPENDIX 1.

4.2. In order to register a DOMAIN NAME in top level zone .bg the REGISTRANTS can provide additional documents, certifying grounds to use the LABEL, forming the DOMAIN NAME, as provided for in APPENDIX 2.

Providing such documents before the DOMAIN NAME registration, the **REGISTRANT shall benefit** in a potential DOMAIN NAME DISPUTE.

The REGISRTY recommends to all REGISTRANTS owning grounds to use the LABEL, to fill in APPLICATIONS FOR DOMAIN NAME REGISTRATION with providing grounds to use the LABEL, as well as to provide the grounds before the DOMAIN NAME registration.

For REGISTRANTS who have obtained grounds to use the LABEL after the DOMAIN NAME registration, it is recommended to submit an APPLICATION for changing the DOMAIN NAME registration details to make the DOMAIN NAME PROTECTED according to it.8.8.

4.3. All required documents are signed by the REGISTRANT's representative(s) and submitted to the REGISTRY, through a selected REGISTRAR, via regular mail or on-line on the Internet, using REGISTRANT's digital signature.

4.4. There shall be a declaration along with the APPLICATION, determining that the REGISTRANT approves of the present Terms and Conditions.

4.5. All required documents for a DOMAIN NAME registration shall be presented in one of the REGISTRY's working (procedural) languages – Bulgarian or English, or as a licensed translation in one of these working (procedural) languages.

5. REQUIREMENTS CONCERNING THE LABEL

5.1. LABEL essence - At the time of registration, the LABEL, forming the DOMAIN NAME, shall be both valid and appropriate.

5.2. Validity of LABEL

5.2.1. The following characters shall be valid in forming the LABEL:

- ASCII characters, notwithstanding small and capitals [A-Z, a-z];

- numbers [0-9];

- hyphen [-].

The first and the last character shall be either a letter or a number. It is recommended that the first character be a letter. The invalid characters shall be omitted or exchanged with the hyphen sign [-].

5.2.2. The LABEL shall be at least 3, but not more than 63 characters long. When the chosen LABEL consists of two characters only, the REGISTRY recommends the hyphen sign '-' to be included between the characters.

5.2.3. The LABEL shall be different from any existing such Top Level Domains (ARPA, COM, EDU, GOV, MIL, NET, ORG, INT, ...). The list of reserved LABELS is published at http://res-dom.iana.org.

5.3. Reserved LABELS

5.3.1. The names of municipalities and districts are reserved for their respective district governors.

5.3.2. The names of countries are reserved for their respective embassies or consulates.

5.3.3. The following labels shall be reserved within the REGISTRY: bgnic, bg-nic, nicbg, nic-bg, nic, register, registar, registry, theregister, the-register, theregistry, the-registry, registrar, theregistrar, the-registrar, domain, domains, domain-registry, domains-registry, internet, cctld, cc-tld, bgtld, bg-tld, tld.

5.3.4. When the requested LABEL is already in use, the applicant shall either choose another LABEL or wait until that label is free for use.

5.4. Inappropriate LABELS

5.4.1. REGISTRANTS shall not choose LABELS formed of obscene and/or abusive words or combinations of words, as well as any LABEL contrary to public interest and the good manners.

5.4.2. When the requested LABEL can cause confusion, the REGISTRANT shall choose another name.

5.5. LABEL when registering a DOMAIN NAME in the top level zone .bg

5.5.1. When choosing the LABEL of the DOMAIN NAME, the REGISTRANT shall consider the possibility that the DOMAIN NAME registration can be disputed by other applicants.

During a DISPUTE procedure the DOMAIN NAME shall be considered as PROTECTED, if for its formation the REGISTRANT has used and provided grounds to use the LABEL to the REGISTRY, corresponding to:

5.5.1.1. REGISTRANT's name.

5.5.1.2. REGISTRANT's registered trade mark or geographic designation, or any such in process of registration in the Patent Bureau of the Republic of Bulgaria. In the latter case it is necessary to sign a conditional agreement for registration of the DOMAIN NAME.

Any such trade mark or geographic designation shall be valid on the territory of the Republic of Bulgaria. The name of the trade mark or the geographic designation can not be abbreviated.

5.5.1.3. Registered name of a publication (for example with an ISSN or ISBN).

5.5.1.4. Name of a program or a project of the state, regional, or municipal administrations and institutions of an EU member state.

5.5.1.5. Name, acquired by the REGISTRANT according to issued licenses, valid on the territory of the Republic of Bulgaria.

5.5.1.6. Consortium or non-personified civil society union name.

5.5.1.7. Name of a media program or a show.

5.5.1.8. Name of a cultural, sport, scientific or other event.

5.5.1.9. Name of a coalition, initiative committee or other name, used by a candidate for a campaign in parliamentary, presidential or local elections.

5.5.1.10. Name to use in connection with a franchising contract.

5.5.1.11. Name of any artistic form of group formed and registered in accordance with Article 83 of the Copyright and Similar Rights Act.

5.5.1.12. Name of a categorized tourist site.

5.5.1.13. Name of a construction site.

5.5.1.14. Name of a vessel.

5.5.2. When registering a PROTECTED DOMAIN NAME in the top level zone .bg, the LABEL is formed by:

5.5.2.1. The full name.

5.5.2.2. An abbreviation formed out of one or some of the words being part of the full name and the first characters of the remaining words (observing their sequence).

5.5.2.3. An abbreviation formed out of the first characters of the words forming the full name, observing their sequence (abbreviation).

5.5.2.4. When the applicant's name contains a number, it is accepted the domain name to be formed out of the number in say-format, and vice-versa.

5.5.2.5. When a name is composite, formed out of separate words or initial characters of words used generally to form the name, the hyphen sign (-) can be put on place.

5.5.2.6. When a label cannot be formed in any of the enumerated ways, as it is no longer available, after the requested combination of characters (as provided for in it.5.5.2.1., it.5.5.2.2., it.5.5.2.3., it.5.5.2.4. or 5.5.2.5.) it is accepted to place a number or characters "bg", separated or not with the hyphen sign (-).

5.5.2.7. When a name contains the word Bulgaria, it may be either omitted, or replaced with the characters "bg". When the label ends with the word "бг", "bg", ".бг" or ".bg", the word can be omitted.

5.5.2.8. Some generally accepted abbreviations, or words, such as: "ltd", "plc", "inc", "co","company", "corporation", "international" (or their equivalents) can be omitted.

5.5.2.9. When a name contains the name of a city, state or continent, they may be omitted or a generally accepted abbreviation can be used.

5.5.2.10. To the subject's name can be added the name or the generally accepted abbreviation of the city of their official seat.

5.5.2.11. When in the REGISTRANT's name the name of a patron is included, the latter may be omitted or to be used alone.

5.5.2.12. When a name contains a repetitive abbreviation, the latter may be omitted.

5.5.2.13. When a name contains the character "&", the latter shall be omitted or replaced with the conjunction "and", the hyphen sign "-" or the letter "n;"

5.5.2.14. The name may be translated to a foreign language or transliterated with ASCII characters.

5.5.3. When registering PROTECTED DOMAIN NAMES in the top level zone .bg, conditional agreements can be signed under the following conditions:

5.5.3.1. When the existence of grounds is considered according to a future uncertain event, a conditional agreement for registration of the domain name shall be signed with the REGISTRANT.

5.5.3.2. When a postponed condition is fulfilled and when an impossibility occurs regarding the fulfillment of a terminable condition, the conditional agreement shall become unconditional regarding the event, whereas when an impossibility occurs regarding the fulfillment of a postponed condition or when a terminable condition is fulfilled, the agreement shall be canceled from the moment of learning of the fact by the REGISTRY.

5.5.3.3. When cancelling a conditional agreement under it.5.5.3.2., the REGISTRANT can change the DOMAIN NAME registration to make the DOMAIN NAME UNPROTECTED by submitting an APPLICATION for changing the DOMAIN NAME registration details.

6. DOMAIN NAME ACCESSIBILITY AND GOOD SERVICE

6.1. The DOMAIN NAME shall be accessible and well managed in order to prevent any discomfort to the other Internet users.

6.2. The filled in APPLICATIONS shall contain one or more contact e-mail addresses where to send enquiries about the DOMAIN NAME and where to send and receive information about the DOMAIN NAME status and the DOMAIN NAME registration dispute. The indicated e-mail addresses shall be valid and operational during the entire period of the DOMAIN NAME registration and support.

6.3. The APPLICATION for DOMAIN NAME registration shall contain at least two domain names servers (DNS).

6.4. In order to provide possibility for checking the correctness of the DOMAIN NAME setup, the REGISTRANT shall ensure access from the primary server for the AVAILABLE ZONES (ns.register.bg, IP address 192.92.129.99) to the domain names servers.

6.5. The REGISTRANT shall get the consent from the Administrator of each domain name server, which shall serve the respective DOMAIN NAME.

7. DOMAIN NAME REGISTRATION PROCEDURE IN THE AVAILABLE ZONES

7.1. APPLICATIONS for registration of DOMAIN NAMES

7.1.1. APPLICATIONS for DOMAIN NAME registration shall be filled in on-line through the interface of the chosen REGISTRAR.

7.1.2. After filling in the APPLICATION for registration, the REGISTRANT shall confirm it.

Confirmation of the APPLICATION shall be effected:

- automatically – using a digital signature;

- by confirming the information sent by the REGISTRY to the e-mail address indicated in the application.

7.1.3. The application shall be confirmed within 24 /twenty-four/ hours.

7.1.4. Following confirmation any APPLICATION shall have an extended term of validity of 30 /thirty/ calendar days. During the same period the REGISTRANT shall undertake all necessary steps to conclude the DOMAIN NAME registration.

7.1.5. The REGISTRANT shall eliminate any irregularities in the supplied documents and make a payment before the deadline of the APPLICATION validity.

7.1.6. The REGISTRY determines all facts related to the DOMAIN NAME registration not later than 30 /thirty/ calendar days from the expiration of the deadline stipulated in it.7.1.4.

7.1.7. If after expiration of the deadline stipulated in it. 7.1.6. the APPLICATION still fails to meet the requirements for registration, the REGISTRY shall terminate the registration procedure and open the DOMAIN NAME for registration by other REGISTRANTS.

7.2. DOMAIN NAME setup

7.2.1. The REGISTRANT can complete personally the DOMAIN NAME SETUP. The operation shall be carried out through the interface of the registration system for DOMAIN NAMES of the REGISTRAR, chosen by the REGISTRANT.

7.2.2. If the REGISTRANT cannot setup the DOMAIN NAME as provided for in it.7.2.1., he/she shall send an e-mail – from the e-mail address for **authorization**, or by ordinary mail, information for the domain names servers, technical contacts and billing contacts to the REGISTRY, through the chosen REGISTRAR.

7.3. Payments

7.3.1. Payment when registering a new DOMAIN NAME:

7.3.1.1. Having confirmed the validity of the documents under it.4. and having completed the DOMAIN NAME SETUP, the REGISTRANT shall create a pro-forma invoice from the interface of the selected REGISTRAR. The pro-forma invoice shall contain a list of selected services and their prices, and shall be paid not later than the term of validity of the APPLICATION.

7.3.1.2. In the event of irregularities in the documents, the REGISTRANT cannot create a pro-forma invoice and cannot pay for a domain name.

7.3.2. Payment for the extension of the DOMAIN NAME support:

7.3.2.1. With respect to DOMAIN NAMES, unconditionally registered, the REGISTRANT shall within 30 /thirty/ calendar days before the expiry of the DOMAIN NAME support term select services through the interface of the respective REGISTRAR of that DOMAIN NAME and create a pro-forma invoice, containing the selected services and their price and pay the amount.

7.3.2.2. With respect to DOMAIN NAMES, conditionally registered, the REGISTRANT shall within 30 /thirty/ calendar days before the expiry of the DOMAIN NAME support term submit to the REGISTRY through the selected REGISTRAR, proof for compliance with the condition for extension of the DOMAIN NAME support, and afterwards to perform the actions described in it. 7.3.2.1.

7.3.3. Payment for DISPUTE:

7.3.3.1. Upon creation of an APPLICATION for DISPUTE, the applicant shall create a pro-forma invoice for the DISPUTE service through the interface of the REGISTRY and pay the amount within 15 /fifteen/ days.

7.4. DOMAIN NAME registration

7.4.1. The REGISTRARS check the validity and the completeness of the documents deposited by the REGISTRANT within three business days, and further send these to the REGISTRY.

7.4.2. Following the certification of facts concerning: validity of the documents, setup and payment of the services related to the DOMAIN NAME, the REGISTRY shall carry out the registration.

8. AMENDMENTS TO DOMAIN NAME REGISTRATION

8.1. The REGISTRANT may declare a desire to setup the domain names servers, the technical and billing contacts for the DOMAIN NAME through an **e-mail for authorization**. The request shall be stated in the APPLICATION for DOMAIN NAME registration or in a separate APPLICATION signed by the REGISTRANT's representative(s).

8.2. APPLICATION for changing domain names servers, technical and billing contacts is accepted:

8.2.1. On-line using a username and a password (if one or more e-mail addresses for authorization have been provided).

8.2.2. By e-mail – from the indicated e-mail addresses (if one or more e-mail addresses for authorization have been provided).

8.2.3. On-line on the Internet using a digital signature of the ADMINISTRATIVE CONTACT or the REGISTRANT's representative(s).

8.2.4. In writing – by the ADMINISTRATIVE CONTACT or the REGISTRANT's representative(s).

8.3. An APPLICATION for change of the ADMINISTRATIVE CONTACT can be filed only after it has been signed by the REGISTRANT's representative(s) and sent on-line using a digital signature or in writing (original).

8.4. The written APPLICATIONS for update of the DOMAIN NAME data, as well as the APPLICATIONS filed with a digital signature have priority to the applications filed by username and password or e-mail.

8.5. When the REGISTRY receives contradictory APPLICATIONS for update or termination of the DOMAIN NAME registration, the REGISTRY makes a decision which APPLICATION to confirm, or to reject the contradictory APPLICATIONS.

8.6. The transfer of a DOMAIN NAME from one REGISTRANT to another shall take place after concluding a contract between the parties. The contract shall be certified by a Notary Public and sent to the REGISTRY by the selected REGISTRAR, or signed with the digital signatures of both REGISTRANTS representatives, and then sent to the REGISTRY by the REGISTRAR's interface.

8.7. In case of change in the REGISTRANT's and/or his/her representatives' identification data, he/she shall make the respective changes in the REGISTRY within one month from the date of change in the circumstances. **When changing his/her contact e-mail addresses (it.6.2.), the REGISTRANT is required to change them in the DOMAIN NAME registration as well.**

8.8. The REGISTRANT of an UNPROTECTED DOMAIN NAME has the right to make it PROTECTED by submitting an APPLICATION FOR CHANGING THE REGISTRATION DETAILS and upon providing the grounds to use the LABEL. This can be accomplished only if at the time of submitting the APPLICATION FOR CHANGING THE REGISTRATION DETAILS there is not a submitted application for DISPUTE for the same DOMAIN NAME. The change of the DOMAIN NAME from UNPROTECTED to PROTECTED shall take place upon provision of the necessary documents according to APPENDIX 2.

The APPLICATION FOR CHANGING THE REGISTRATION DETAILS is valid 30 /thirty/ days from its date. If within the period of validity of the APPLICATION FOR CHANGING THE REGISTRATION DETAILS all necessary documents are not provided, it shall be considered that the APPLICATION FOR CHANGING THE REGISTRATION DETAILS has not been submitted.

9. TERMINATION OF THE DOMAIN NAME REGISTRATION

9.1. When the DOMAIN NAME fails to meet any of the specific conditions for accessibility and good service, the contact persons shall be notified and they will be required to solve the problem. If within one month no proper actions are taken, the REGISTRY can terminate the registration without a further notice.

9.2. When the REGISTRY receives through the REGISTRANT's REGISTRAR a written APPLICATION to terminate the registration by the REGISTRANT's representative(s), the registration shall be terminated within five days.

9.3. The registration shall be terminated in case of delay in the payment for the annual support.

9.4. The registration shall be terminated when the REGISTRY finds out that the REGISTRANT has presented documents containing incorrect data.

9.5. The registration shall be terminated when the REGISTRY finds out that the REGISTRANT has registered a domain name with a LABEL in violation of the conditions listed in it.5.4.

9.6. The registration shall be terminated by the REGISTRY on the basis of a decision of the DISPUTE COMMITTEE or an entered into force decision of the competent court.

9.7. No amounts shall be refunded to the REGISTRANT in the cases referred to in it.9.1., it.9.2., it.9.4., it.9.5., and it.9.6.

9.8. The REGISTRY shall not reserve DOMAIN NAMES to REGISTRANTS who have terminated their service support.

10. REGISTRARS

10.1. A REGISTRAR can be any trader observing the procedure for DOMAIN NAMES registration as provided for in the present Terms and Conditions and has the technical skills to perform this activity.

10.2. The REGISTRY itself supports its own REGISTRAR.

10.3. The REGISTRAR may operate through the interface of the REGISTRY's REGISTRAR, or to use its own or virtual interface for such activity.

10.4. Each REGISTRAR using its own, or virtual, interface for their activity shall sign a contract with the REGISTRY, specifying contracting parties' rights and liabilities.

10.5. Each REGISTRAR using its own, or virtual, interface for their activity, shall receive a price for the services lower than the price specified by the REGISTRY in order to serve REGISTRANTS by its own REGISTRAR's interface. The price shall be the same for each such REGISTRAR.

10.6. REGISTRARS operating through REGISTRY's own interface shall not sign a special contract and shall not receive a lower price for the services than the price specified by REGISTRY for REGISTRAR's services to REGISTRANTS.

10.7. Each REGISTRAR shall specify himself/herself the registration and support price for domain names to REGISTRANTS.

10.8. REGISTRARS shall not sell the service "registration and support of a domain name" to REGISTRANTS at price lower than its cost.

10.9. The REGISTRAR shall not sell the service "registration and support of a domain name" to REGISTRANTS in a package price, because the service is unique and not related to other services.

10.10. Having concluded a contract between the REGISTRY and REGISTRAR /as provided for in it. 10.4./ and meeting the necessary requirements for implementation of functions concerning mediation in connection with DOMAIN NAMES registration, the REGISTRAR can commence processing of APPLICATIONS for DOMAIN NAME registration and support.

10.11. If a REGISTRAR terminates his/her activity as a REGISTRAR, all REGISTRANTS serviced by such REGISTRAR shall be transferred to REGISTRY's internal REGISTRAR without additional payment and until expiration of the support term for their DOMAIN NAMES in the REGISTRY.

10.12. The REGISTRANTS willing to change their REGISTRAR, can effect that change at any time after payment of registration and support fees of the DOMAIN NAMES to the new REGISTRAR.

10.13. The changes, made by the REGISTRANTS according to it.10.12., shall be processed by the REGISTRY as APPLICATIONS for registration and support of new DOMAIN NAMES.

11. DISPUTE

11.1. Every dispute concerning the DOMAIN NAME registration is examined in accordance with the present TERMS AND CONDITIONS.

11.2. DISPUTE can be made for every current DOMAIN NAME registration in the .bg zone.

11.3. The DISPUTE applicant can request termination of the DOMAIN NAME registration only if the LABEL of the registered DOMAIN NAME is identical with the full name of which he/she has grounds to use (it.5.5.2.1.).

11.4. As a result of the DISPUTE, a registered DOMAIN NAME can be transfered in favour of the applicant who has raised the DISPUTE procedure in the following cases:

11.4.1. The DOMAIN NAME is UNPROTECTED and the applicant who has raised the DISPUTE procedure has grounds to use this LABEL with an earlier priority than the REGISTRANT.

When the REGISTRANT does not have or does not provide grounds to use the LABEL to the REGISTRY by the end of the period indicated in it.11.12., the date of his/her application for DOMAIN NAME registration shall be used as a priority date during DISPUTE.

11.4.2. The DOMAIN NAME has been registered with providing grounds to use the LABEL (PROTECTED DOMAIN NAME), but there are preconditions indicated in it.9.4. and it.9.5. of the present TERMS AND CONDITIONS.

11.5. Before the beginning of a DISPUTE, the applicant shall create an application for registration of the DOMAIN NAME in the .bg zone which shall be under DISPUTE.

11.6. The DISPUTE procedure starts with the creation of an APPLICATION FOR DISPUTE.

11.7. The application for DISPUTE shall be created on-line via Internet through the information server of the REGISTRY /**www.register.bg**/. Every application for DISPUTE shall be given a unique number and shall be dated.

11.8. Payment for the DISPUTE service shall be done within a 15 /fifteen/ day period from the creation of the application for DISPUTE.

11.9. In case the REGISTRY does not receive the DISPUTE fee payment within the period indicated in it.11.8., the REGISTRY shall cancel the DISPUTE procedure related to the created APPLICATION FOR DISPUTE.

11.10. With the fee payment reception for the APPLICATION FOR DISPUTE, the REGISTRANT shall be informed that there is an APPLICATION FOR DISPUTE for the registration of the registered thereof DOMAIN NAME. The notification shall be sent via e-mail to the e-mail addresses of the REGISTRANT and the ADMINISTRATIVE CONTACTS given to the REGISTRY.

11.11. The DISPUTE applicant shall provide to the REGISTRY all required and additional documents duly signed (The application for DOMAIN NAME registration, the application for DISPUTE, as well as documents, certifying grounds to use the LABEL) within a 30 /thirty/ day period from the creation date of the APPLICATION FOR DISPUTE.

11.12. If the REGISTRANT is willing to provide an answer to the REGISTRY, as well as documents to serve in his/her protection, beyond the documents provided during the registration or the changes in it, then he/she shall do that within a 30 /thirty/ day period from the notification sent via e-mail. Otherwise, the DISPUTE COMMITTEE shall make a decision based on the documents available at the REGISTRY by the end of the period.

11.13. After the deadline of the REGISTRANT to answer and send documents, the DISPUTE COMMITTEE makes a decision in a closed session about the dispute, based on the documents from both sides provided by the respective deadlines.

11.14. Based on the position of the DIPSUTE COMMITTEE, the REGISTRY makes a decision about the dispute within a 30 /thirty/ day period after the deadlines for provision of documents by the DISPUTE applicant and the REGISTRANT, as both sides in the dispute will be informed of this decision via e-mail through the given to the REGISTRY e-mails addresses, indicated as REGISTRANT and ADMINISTRATIVE CONTACTS by either party.

11.15. If the decision of the REGISTRY is in favour of the REGISTRANT, the DOMAIN NAME registration shall not be changed.

11.16. If the decision of the REGISTRY is in favour of the DISPUTE applicant, the latter shall be given the opportunity to make a payment for the registration and support fees of the DOMIAN NAME within a 15 /fifteen/ day period from the notification sent via e-mail, as indicated in it.11.14.

If the REGISTRY does not receive the payment within this 15 /fifteen/ day period, it shall be considered that the party initiating the DISPUTE of the DOMAIN NAME has declined from its registration. The DOMAIN NAME shall remain registered by the current REGISTRANT.

Within a 15 /fifteen/ day period upon the reception of the payment by the REGISTRY, the DOMAIN NAME registration of the current REGISTRANT shall be terminated and the DOMAIN NAME shall be registered in favour of the DISPUTE applicant, unless within this period the REGISTRY does not receive a protective order by a Bulgarian competent court, by which the "stop the domain name termination" protective order has been applied to the REGISTRANT.

11.17. Paid fees for a requested DISPUTE service shall not be returned. Dispute expenses shall not be awarded. The winning party can seek from the other party the made DISPUTE expenses through a competent court claim.

12. RECOMMENDATIONS

12.1. When the REGISTRANT changes his/her Internet provider or begins using the services of a new provider, the new provider cannot lodge an application for a change in the DOMAIN NAME setup. The REGISTRY shall not undertake any actions prior to receiving an application from the administrative contact(s) or REGISTRANT's representative(s).

12.2. E-mail and/or IP connectivity routing normally shall be negotiated with an Internet services provider. In such cases, it is recommended that the Internet provider cooperates for filing the APPLICATION.

12.3. The second level domain names shall comply with the Internet addresses rules as stipulated in RFC 819, RFC 821, RFC 822, RFC 920 and RFC 976, as well as with the zone organization according to RFC 1034 and RFC 1035.

13. REGISTRY AND REGISTRARS DISCHARGE OF LIABILITY

The REGISTRY and REGISTRARS shall provide services for DOMAIN NAME registration and support on the Internet as non-interested persons acting at good will in help of REGISTRANTS and Internet services providers as follows:

13.1. The REGISTRANT shall be fully responsible before third parties for selecting the LABEL for DOMAIN NAME registration.

13.2. The DOMAIN NAME REGISTRANT shall not hold liable the REGISTRY or servicing REGISTRAR, as well as their employees and officials, and the members of the DISPUTE COMMITTEE for any losses, damages, responsibilities, claims or expenses suffered as a result of claims from third parties related to the management or the right to use the requested DOMAIN NAME.

13.3. The REGISTRY or the servicing REGISTRAR, as well as their employees and officials shall not be held liable for any losses or damages suffered by the REGISTRANT or Internet service provider, due to action or inaction of the REGISTRY or servicing REGISTRAR, as well as their employees and agents, in providing services as REGISTRY or REGISTRAR, apart from servicing the specific REGISTRANT's APPLICATION.

13.4. The REGISTRY or REGISTRAR shall not be held liable for the accuracy of data filled in by the REGISTRANT, when the latter has applied for electronic update of the information entered in the REGISTRY concerning REGISTRANT's DOMAIN NAME.

13.5. The REGISTRY shall not be held liable for the action or inaction of REGISTRARS except for the internal REGISTRAR's interface.

13.6. The REGISTRY and REGISTRARS shall be held liable only for actions or inactions due to deliberate steps and negligence.

13.7. The REGISTRY and REGISTRARS shall not be held liable for any consequences from the registration of a DOMAIN NAME which is not PROTECTED according to the present TERMS AND CONDITIONS.

14. REGISTRY OFFICIAL ADDRESS

"Register.BG" Ltd.

9000 **Varna**

40 Slivnitsa Blvd., office 1

tel. ++359 52/694050; ++359 52/694060; ++359 52/603231; ++359 52/614177;

fax ++359 52/614176

1000 **Sofia**

4 Triaditsa Street, floor 2

tel. ++359 2/9811301; ++359 2/9804457;

fax ++359 2/9806889

e-mail: hostmaster@register.bg

REGISTRAR services - https://www.register.bg/

15. PRICES AND PAYMENTS

15.1. Prices for DOMAIN NAME registration and support services of the internal REGISTRAR provided by the REGISTRY to REGISTRANTS:

15.1.1. DOMAIN NAME registration fee: 0.00 EUR.

15.1.2. Yearly support fee for DOMAIN NAME in the .bg zone: 30.00 EUR.

15.1.3. Yearly support fee for DOMAIN NAME in the second level zones: 10.00 EUR.

15.2. REGISTRY prices for REGISTRARS /as of it.10.4./ providing services with their own, or virtual interface for implementation of activity:

15.2.1. Initial fee to join a new REGISTRAR: 1000.00 EUR.

15.2.2. DOMAIN NAME registration fee: 0.00 EUR.

15.2.3. Yearly support fee for DOMAIN NAME in the .bg zone: 18.00 EUR.

15.2.4. Yearly support fee for DOMAIN NAME in the second level zones: 6.00 EUR.

15.2.5. The REGISTRARS included in it.10.4. shall pay to the REGISTRY in advance the amounts for registration and support of a certain number of DOMAIN NAMES, in installments not less than 1000.00 EUR.

15.2.6. When the advance amount paid by the REGISTRAR included in it.10.4. for DOMAIN NAME registration and support is exhausted, the REGISTRY shall discontinue processing new APPLICATIONS and support of DOMAIN NAMES of REGISTRANTS of such REGISTRAR.

15.3. Dispute fee: 100.00 EUR.

15.4. Fee for issuing a report on the circumstances of a domain name registration: 5.00 EUR/domain name.

The report will be issued within a 20 /twenty/ day period from the reception of the fee payment and shall be sent to the applicant via mail on paper or signed with a digital signature and sent via e-mail.

15.5. Prices are VAT exclusive.

15.6. Amounts due shall be paid in BGN according to EUR fixed exchange rate: 1 EUR = 1.95583 BGN.

16. ADDITIONAL PROVISIONS

16.1. The legislation of the Republic of Bulgaria shall be applied to the present Terms and Conditions as well as to all respective unsettled issues.

16.2. The official language of the REGISTRY shall be the Bulgarian language.

17. TRANSITIONAL AND CONCLUDING PROVISIONS

17.1. The present Terms and Conditions shall enter into force on 10.09.2008 at 19:00h and shall cancel the Terms and Conditions in force by this date.

17.2. At the time of entering into force of the present TERMS AND CONDITIONS, the unconditionally registered DOMAIN NAMES in the .bg zone shall be considered PROTECTED according to the present TERMS AND CONDITIONS.

17.3. At the time of entering into force of the present TERMS AND CONDITIONS, the conditionally registered DOMAIN NAMES in the .bg zone shall be processed in accordance with it.5.5.3. of the present Terms and Conditions.

17.4. The Registry-Registrar protocol specification of the functionality under it.10.4. shall be available after 30.04.2009.

17.5. The REGISTRY shall preserve the right to amend the Terms and Conditions without a prior notice. The amendments in the Terms and Conditions shall enter into force from the date of publication on the Internet address: https://www.register.bg/, unless a longer period is indicated.

APPENDIX N: 1 - Documents determining REGISTRANT's identification when registering domain names in the .bg zone and the sub-zones

A1.1. When a digital signature is used for REGISTRANT's identification, the digital signature is sufficient and no additional documents are required.

A1.2. Depending on the REGISTRANT's legal status, the following documents shall be supplied for identification:

A1.2.1. The persons included in it.3.1. shall lodge an APPLICATION in original signed by the REGISTRANT's representative(s) and a Certificate of Good Standing, a copy of the constituent act by the Bulgarian State Authority respectively or the international agreement /possibly a copy of publication in the "State Gazette"/.

Foreign companies and non-personified traders with branches on the territory of the Republic of Bulgaria shall present a certificate issued by the Bulgarian Chamber of Commerce and Industry for registration of such branch.

If the person signing the application is a proxy, a power of attorney, verified by a Notary Public shall be submitted in original.

If the REGISTRANT is an embassy or consulate of a foreign state in the Republic of Bulgaria, an APPLICATION shall be lodged in original signed by the embassy or consular service representative and an accompanying letter on official form.

A1.2.2. The persons included in it.3.2., shall present an APPLICATION verified by a Notary Public or certify their identity personally with an ID card or a certificate of a foreigner with permanent residence.

If the person signing the application is a proxy, a power of attorney, verified by a Notary Public shall be submitted in original.

A1.2.3. The persons included in it.3.3. shall lodge an APPLICATION in original, signed by the empowered person and produce proof for their registration, thus the empowered person shall produce proofs of identity as provided for in it.A1.2.1., or it.A1.2.2.

APPENDIX N: 2 - Documents certifying grounds to use the LABEL when registering DOMAIN NAMES in the top level zone .bg

In addition to identification documents and depending on the grounds for the name listed in its. 5.5.1.1-14, the following documents shall be provided:

A2.1. In compliance with it.5.5.1.1 – identification proofs presented by the REGISTRANT under this item shall serve at the same time as a proof of grounds.

When a digital signature is used, and the REGISTRANT's name written therein coincides with the LABEL, the grounds shall be taken automatically from the digital signature certificate.

A2.2. In compliance with it.5.5.1.2 – a copy of the document certifying that the REGISTRANT is a holder of a registered mark or geographic name by the date of filing the APPLICATION.

If the trade mark or the geographical name is in the process of registration, the REGISTRANT shall provide a certificate from the Patent Office with an enclosed bibliographic reference from preliminary research completed.

A2.3. In compliance with it.5.5.1.3 – a copy of the certificate for awarding ISSN or ISBN.

A2.4. In compliance with it.5.5.1.4 – a document for proof of facts.

A2.5. In compliance with it.5.5.1.5 – a copy of the respective license.

A2.6. In compliance with it.5.5.1.6 – a company or consortium contract /in original or a copy certified by a Notary Public /, where the names of the representatives and the company /consortium/ are included, BULSTAT certificate, as well as proof for self-employment, if legally required.

A2.7. In compliance with it.5.5.1.7 – a copy of the media license or the media registration certificate in accordance with Article 125a of the Radio and Television Law, a certificate from the media representative(s) respectively, indicating that a program with the corresponding name and producer – REGISTRANT is included in the media program schedule.

A2.8. In compliance with it.5.5.1.8 – statutes of the organization committee for the event, indicating the representatives and the event's name.

A2.9. In compliance with it.5.5.1.9 – a certificate from the respective election commission registering the coalition or the initiative committee, indicating representatives' names.

A2.10. In compliance with it.5.5.1.10 – an official certified copy of the franchise contract and all additional agreements, indicating the rights to use the name.

A2.11. In compliance with it.5.5.1.11 – a certificate from the Ministry of Culture under the provisions of Article 7 of the Ordinance for Registration of Artistic Groups Names.

A2.12. In compliance with it.5.5.1.12 – a certificate indicating the site category.

A2.13. In compliance with it.5.5.1.13 – a copy of the construction permit.

A2.14. In compliance with it.5.5.1.14. – excerpt from the ship register.

All copies presented shall be certified for authenticity.