



## Terms and Conditions of NIC On-line System Use

Riga, 5 January 2009

Amended on: 17 May 2019 (enters into force on 22 May 2019)

### 1. DEFINITIONS

- 1.1. **Domain name administration** – processing of administrative and technical information performed by the User according to his/her role in respect of the domain name.
- 1.2. **Username** – unique identifier in the System chosen by User or assigned by NIC.
- 1.3. **Password** – secret string known only to the User and used by the System to identify the User.
- 1.4. **Registration in the System** – acquisition of username and password to access the System by submitting registration form and accepting these terms and conditions.
- 1.5. **System** – NIC On-line system in which registered users can register new domain names and administer already registered domain names.
- 1.6. **User** – natural person registered in the System.
- 1.7. Other terms used in these Terms and Conditions have the same meaning as they are used in the Policy for acquisition of the right to use domain names under the top level domain .lv.

### 2. PURPOSE OF THE TERMS AND CONDITIONS

- 2.1. The purpose of these Terms and Conditions is to define obligations of the User and NIC in respect of the System use.

### 3. GENERAL CONDITIONS

- 3.1. Services available via the System are accessible on-line at [www.nic.lv](http://www.nic.lv) 24 hours a day, except:
  - 3.1.1. in emergency situations which are not controlled by NIC;
  - 3.1.2. during System maintenance and upgrades.
- 3.2. User is a natural persona who acts in his/her personal capacity or as an authorised representative of another persona.
- 3.3. Each contact person of a domain name has right to register in the System and administer domain name.
- 3.4. User registration in the System can be done:
  - 3.4.1. Directly – personally submitting required information at [www.nic.lv](http://www.nic.lv) and accepting these Terms and Conditions. To complete registration, person has to confirm registration by clicking on the unique link in the e-mail sent by the System within 48 hours .
  - 3.4.2. Indirectly – if another User when registering or administering domain name, indicates the person as a contact person of the domain name. In this case the System sends an e-mail with a unique link. To complete registration the person has to click on the link within 48 hours and to accept Terms and Conditions, as well as to choose username and password.
- 3.5. User accesses the System with his/her username and password. Username and password of the User is confidential and may not be revealed to a third party.
- 3.6. Information about the System and the Terms and Conditions is available:
  - 3.6.1. at NIC website [www.nic.lv](http://www.nic.lv);
  - 3.6.2. by phone +371 67085858;

- 3.6.3. by e-mail dns@nic.lv;
- 3.6.4. by mail IMCS UL, Raina bulv. 29, Riga LV-1459, LATVIA.

#### **4. RIGHTS AND OBLIGATIONS OF THE USER**

- 4.1. Domain name administration may be performed only by the User who is a contact of the domain name. Each contact person (domain name holder, administrative contact, technical contact) has right to administer the domain name. Actions allowed depend on the role of the contact person. Roles and permitted actions are given in Appendix 1.
- 4.2. User undertakes the following:
  - 4.2.1. submitting information and using the System provide true, actual and complete information. It is a duty of the User to update information or, if it is not possible, to inform NIC about the changes;
  - 4.2.2. keep confidential information related to the use of the System safe and periodically change the password. It is recommended to change password at least once in every 3 months. If the User suspects unauthorised use of his/her username and password, the User must inform NIC to block the access to the user account in the System;
  - 4.2.3. never take any actions against security and integrity of the System. If such actions are noticed, NIC has right to prohibit further access to the System;
  - 4.2.4. use data obtained from the System according to the Laws of the Republic of Latvia, e.g. General Data Protection Regulation;
  - 4.2.5. accept responsibility about all actions performed under username and password of the User and take the consequences of the said actions.
- 4.3. User is responsible for the correctness, availability and security of the indicated e-mail addresses.
- 4.4. By accepting the Terms and Conditions the User accepts processing of his/her personal data as long as it is necessary to provide the services in the System.
- 4.5. User has right to:
  - 4.5.1. use the System and services it provides;
  - 4.5.2. submit applications for domain name registration and administer domain names in respect of his/her role and according to the Policy for acquisition of the right to use domain names under the top level domain .lv;
  - 4.5.3. inform NIC about deficiencies and inaccuracies in the System;
  - 4.5.4. perform other actions permitted by the Terms and Conditions.

#### **5. RIGHTS AND OBLIGATIONS OF NIC**

- 5.1. NIC undertakes the following:
  - 5.1.1. ensure services provided in the System according to the Terms and Conditions, Policy for acquisition of the right to use domain names under the top level domain .lv, as well as normative acts of the Republic of Latvia;
  - 5.1.2. identify the User in the System in accordance with the Terms and Conditions;
  - 5.1.3. block the access to the System if the written notice from the User is received.
- 5.2. NIC has right to prohibit the User from accessing the System if NIC has noticed breach of the Terms and Conditions.
- 5.3. NIC has right to change the scope and procedure of services available in the System, informing about the changes on the website www.nic.lv not later than 15 (fifteen) days before the changes take effect.
- 5.4. NIC is not responsible for breakdown and interruptions of services if they are caused by the activities of the User, allowed by NIC but resulting incomplete or incorrect technical information or wrong contact person data. NIC is not responsible for not receiving e-mails sent by NIC or the System, if it is caused by wrongly configured e-mail of the User or network or server load.

## 6. DATA CHANGE

- 6.1. Information saved in the domain name Registry and in the System is necessary to ensure domain name operation.
- 6.2. User changes domain name data in accordance with the Terms and Conditions and his/her role in respect of the domain name (Articles 6.4 - 6.6 and Appendix 1), as well as in accordance to activities allowed in the System.
- 6.3. Data can be changed within the System or by e-mail sent from the e-mail address of the respective contact person to [dns@nic.lv](mailto:dns@nic.lv).
- 6.4. In some cases, including alienation of the domain name, written statement of the domain name holder is required.
- 6.5. Data can be changed only to those domain names which are not suspended (Suspension of the right to use the domain name).
- 6.6. Domain name holder role is obtained by natural person, legal person or other organisation, who is indicated in the Registry as the domain name holder. The domain name holder is a Party to the Agreement that is permitted to complete all the actions in accordance with the procedures specified in Annex 1 of the Terms and Conditions.
- 6.7. Domain name administrative contact role is obtained by:
  - 6.7.1. domain name holder, if domain name holder is a natural person. The person may refuse this role only refusing the right to use the domain name,
  - 6.7.2. natural person authorised by the domain name holder, if domain name holder is legal person or other organisation..
- 6.8. Domain name technical contact role is obtained by natural person authorised by the domain name holder.
  - 6.8.1. If domain name technical contact refuses its role, domain name administrative contact takes over.

## 7. COPYRIGHT NOTICE

- 7.1. All rights and documentation related to the content representation in the System, development, upgrade of the System, including introduction of new services, are the property of NIC.
- 7.2. User may not copy, alienate, and make available to third parties the content of the database without written consent from NIC.

## APPENDIX 1

### ADMINISTRATIVE CONTACT

Permitted Actions	Procedure and way of change
change personal data: phone number, fax number, e-mail address, mailing address	In the System, by e-mail or written request
change domain name billing person and technical contact	In the System, by e-mail or written request
change technical data of the domain name	In the System, by e-mail or written request
surrender the domain name to another party	Domain name holders written request
refuse domain name registration	Domain name holders written request
change personal data: natural persons - name, last name, legal persons, other persons – name, administrative contact	Domain name holders written request

### TECHNICAL CONTACT

Permitted Actions	Procedure and way of change
change technical data of the domain name	In the System, by e-mail

refuse his/her role	In the System, by e-mail
change personal data: phone number, e-mail address	In the System, by e-mail