



Policy for acquisition of the right to use domain names under the top level domain .lv

Riga, 1 July 2009

Amended on: 1 January 2011, 1 July 2012, 1 January 2014, 24 November 2015, 8 May 2018 (enters into force on 25 May 2018)

1. Definitions

- 1.1. **Administrative contact** – a natural person appointed by the domain name holder to perform administrative functions related to the domain name usage.
- 1.2. **Agreement** – a distance agreement on the right to use the domain name that consists of the domain name registration application, Policy for acquisition of the right to use domain names under the top level domain .lv, registration notification and domain name holder's written requests.
- 1.3. **Billing contact** – a natural person, a legal person or other entity appointed by the domain name holder and responsible for payments for the right to use the domain name.
- 1.4. **Cancellation of the domain name** – the end of the agreement for the right to use the domain name and the consequent deletion of the domain name from the Registry data base.
- 1.5. **Direct registration** – the acquisition of the right to use the domain name without the use of intermediary services.
- 1.6. **Domain name** – a set of characters divided by dots and created in a certain way in order to represent digital network address.
- 1.7. **Domain name applicant** – a person who requests the right to use the domain name for him/herself or on behalf of other person by submitting the domain name registration application.
- 1.8. **Domain name holder** – a natural person, a legal person or other entity, which has the right to use the domain name according to the entry in the Registry data base.
- 1.9. **Domain name registration** – an acceptance of the domain name registration application by entering the domain name data into the Registry data base.
- 1.10. **Domain name registration application** – the requested domain name and all related data submitted to the Registry using the System.
- 1.11. **Generic second level domain** – second level domain (.com.lv, .org.lv, .edu.lv, .net.lv, .asn.lv, .conf.lv, or .id.lv) for specific purposes.
- 1.12. **Hold period** – a period during which the domain name's technical data are locked and the domain name is not available for new registration.
- 1.13. **Latvian domain name** – a domain name in which at least one character with diacritical mark (ā, ē, ī, ū, ō, ķ, ģ, ģ, ģ, ŷ, Ź, Č, Ž) is used.
- 1.14. **Locking of the domain name's technical data** – blocking access to the technical data in the Registry data base, the domain name holder remains identified as the person to whom the domain name is registered to, but domain name related services (e-mail, web site, etc.) do not work.
- 1.15. **NIC** – Network Solutions Department of the Institute of Mathematics and Computer Science of the University of Latvia, i.e., the Registry.
- 1.16. **Policy** – the policy for acquisition of the right to use domain names under the top level domain .lv, which cover domain name registration and usage under top level domain .lv and its generic second level domains (subdomains) and is an integral part of the agreement. Domain name registration policy and registration procedure under generic second level domains .mil.lv and gov.lv are defined by institutions responsible for administration of these domains and is not covered by this Policy.
- 1.17. **Registration notification** – an electronic notification confirming registration of the domain name sent by the Registry to the applicant and domain name holder.
- 1.18. **Registrar** – a person which has signed the agreement with the Registry and provides domain name registration services by registering domain names on behalf of the domain name holder (intermediary services).
- 1.19. **Registry** – the Institute of Mathematics and Computer Science of University of Latvia, which has created, maintains and administers publicly available data base containing information about the top level domain .lv and ensures continuous availability and accessibility of the data base to the Internet users.
- 1.20. **Registry data base** – the data base containing all domain names registered under the top level domain .lv.
- 1.21. **Renewal of the right to use the domain name** – an extension of the right to use the domain name by making the payment for the next period of the right to use the domain name.
- 1.22. **Right to use the domain name** – the right to use the domain name acquired according to the agreement.
- 1.23. **Suspension of the right to use the domain name** – derogation of the right to use the domain name in the cases defined by law, a court order or this agreement. The domain name holder remains identified as the person to whom the domain name is registered to. For example, prohibition to transfer the domain name, locking of the domain name's technical data.
- 1.24. **System** – NIC On-line system in which registered users can register new domain names and administer already registered domain names.
- 1.25. **System user** – a natural person registered in the System.
- 1.26. **Technical contact** – a person appointed by the domain name holder to perform technical functions related to the domain name usage.

- 1.27. **Traditional domain name** – a domain name expressed in Latin characters, numbers and hyphen “-”.
- 1.28. **Transfer of the right to use the domain name** – an action performed by the current domain name holder or establishment of a certain fact resulting in the transition of the right to use the domain name to another person.
- 1.29. **WHOIS**– a service which provides information about registered domain names, their holders, administrative and technical contacts. The operation of WHOIS is described in the NIC WHOIS policy.

2. Objective of the agreement

- 2.1. The agreement on the right to use the domain name is concluded between the Registry and the Domain name holder in order to establish mutual obligations of the parties, information exchange and payment procedures.
- 2.2. The agreement shall not apply to domain name related services (hosting services, electronic mail services, etc.) nor to the content thereof, transmitted or received in electronic communications networks.

3. Parties to the agreement

3.1. Domain name holder

3.1.1 Holder of the domain name under top level domain .lv may be:

- 3.1.1.1 a commercial entity registered in Latvia from the moment it is registered in the Enterprise Registry of the Republic of Latvia;
- 3.1.1.2 a state or local government authority from the moment it is established;
- 3.1.1.3 a foundation, an agency, a union or other entity established in accordance to the normative acts of the Republic of Latvia from the moment it is established;
- 3.1.1.4 a natural person, who has reached 18 years of age;
- 3.1.1.5 a commercial entity or organisation registered outside the Republic of Latvia from the moment it is registered.

3.1.2 Generic second level domain name can be applied by:

- 3.1.2.1 .com.lv – any person mentioned in clause 3.1.1;
- 3.1.2.2 .edu.lv - accredited educational institutions in Latvia;
- 3.1.2.3 .org.lv - various forms of affiliation groups;
- 3.1.2.4 .id.lv – residents of Latvia;
- 3.1.2.5 .net.lv - electronic communications merchant;
- 3.1.2.6 .asn.lv – associations;
- 3.1.2.7 .conf.lv – the organisers of the conferences and exhibitions.

3.1.3 If the domain name registration application is submitted by a third party, the person on behalf of which the application is being submitted shall be indicated as the domain name holder.

3.2. **Registry** – the Institute of Mathematics and Computer Science, University of Latvia.

4. Subject-matter of the agreement

The Registry and the domain name holder represented by the applicant conclude this agreement on the right to use the domain name in accordance to the Policy.

5. General principles of the domain name registration

- 5.1. Domain name registration under the top level domain .lv and its generic second level domains .com.lv, .org.lv, .edu.lv, .net.lv, .asn.lv, .conf.lv, and .id.lv is regulated by the Policy.
- 5.2. The domain name is not an object of the ownership rights, and it is not a property of the domain name holder. The right to use the domain name is granted.
- 5.3. The right to use the domain name for a period not shorter than a year and not longer than five years is registered to the domain name holder. At the end of the selected period, the respective domain name holder has right to renew the domain name.
- 5.4. The right to use the domain name can be registered exclusively for a domain name whose right to use has not been registered to other person yet.
- 5.5. A person has the right to use an unlimited number of domain names.
- 5.6. Domain name holder is responsible for compliance of the domain name with the Policy.

6. Construction of the domain name

6.1. Form of the domain name:

- 6.1.1 A traditional domain name shall be expressed in Latin characters (case insensitive), numbers and hyphen “-”;
- 6.1.2 Non-Latin letters may be substituted with the respective Latin character. Special characters, spaces, and punctuations shall be eliminated or replaced with the hyphen;
- 6.1.3 In the Latvian domain name at least one letter with a diacritical mark (ā, ē, ī, ū, ō, ķ, ļ, ņ, ŀ, ŀ, ŀ, ŀ, ŀ, ŀ) shall be used.

6.2. Content of the domain name:

- 6.2.1 Domain name shall be chosen in such a way not to infringe the legitimate rights of other parties and not to violate the existing legislation of the Republic of Latvia;
- 6.2.2 Domain names containing vulgarism, offensive names, expressions, or character strings in conflict with social or moral norms, shall not be registered;
- 6.2.3 Full name of an individual as a domain name may be registered only by the person with the respective full name. Between the persons with identical full names the preference shall be given to the person who submitted the application first.

6.3. Technical requirements for the domain name:

- 6.3.1 The domain name length should not be shorter than 2 and longer than 63 characters;
- 6.3.2 The hyphen "-" may not be used at the beginning and at the end of the domain name;
- 6.3.3 If an existent IP address is not provided in the domain name registration application, the temporary IP address 92.240.65.139 is assigned to the domain name.

7. Domain name registration

7.1. Domain name registration application

- 7.1.1 The right to use the domain name can be obtained through the System by filling in and submitting domain name registration application.
- 7.1.2 The domain name holder must ensure and is liable that data provided to the Registry are always valid and precise.
- 7.1.3 The domain name holder must be reachable through the contact information provided.

7.2. Processing of the domain name registration application

- 7.2.1 The Registry reviews the received domain name registration application within one calendar day.
- 7.2.2 The Registry processes the domain name registration applications in order they are received (sequentially).
- 7.2.3 The Registry verifies that the requested domain name conforms to the Policy checking that:
 - 7.2.3.1 the domain name registration application contains correct and accurate data;
 - 7.2.3.2 the requested domain name conforms to the clause 3.1., 6.1, 6.2.2, 6.2.3 and 6.3 of the Policy.
- 7.2.4 The Registry registers the domain name and sends a registration notification.
- 7.2.5 The Registry has the right to decline the domain name registration and notify the domain name applicant via e-mail, indicating the reason of the denial, if:
 - 7.2.5.1 the domain name registration application is stipulated to be non-complying as set in the clause 7.2.3. of the Policy,
 - 7.2.5.2 the Registry establishes that the domain name does not comply with the clause 3.1., 6.2.2 or 6.2.3 of the Policy,
 - 7.2.5.3 the respective domain name holder or billing contact has not paid up the previously issued invoice. In this case the Registry has the right to request prepayment for the right to use the domain name.

7.2.6 The domain name holder is responsible for the compliance of the requested domain name with the clause 6.2.1 of the Policy. Failure to comply with the requirement of this clause can be established by competent authorities in accordance with procedures specified in regulatory enactments or, in case of a dispute, by applying clause 12.3 of the Policy.

7.3. Public domain name data

- 7.3.1 From the moment the domain name is registered, its data are available in the Registry and the System.
- 7.3.2 Information about registered domain names is available in WHOIS.
- 7.3.3 Public availability of WHOIS data and the procedure for data processing is governed by the WHOIS policy of the NIC.

8. Payment for the right to use the domain name

- 8.1. The submission of the domain name registration application and notification of the registration sent by the Registry serves as a legal basis to issue an invoice (including a prepayment invoice) for the domain name registration and the right to use the domain name for the period specified in the application.
- 8.2. For direct registrations, the payments are to be made in accordance with the pricelist and payment policy of the Registry.
- 8.3. For domain name registrations via Registrars, the payments are to be made in accordance with the Registrar's pricelist and payment procedure. If the domain name holder or the Registry terminates the agreement with the Registrar, than clause 8.2. shall be applicable to the domain name holder.
- 8.4. The governmental or municipal institutions of Latvia can register one domain name per organisation with a 100% discount for the period of one year, including the right to renew the domain name registration.
- 8.5. A natural person with the domicile in Latvia has the right to register one domain name under generic second level domain .id.lv with a 100% discount for the period of one year, including the rights to renew the domain name registration.

9. Transfer of the rights to use a domain name

- 9.1. The domain name holder has a right to transfer the right to use the domain name to another person by submitting a signed written request to the Registry (model request form available in the System).
- 9.2. In case of death of a natural person the heirs are eligible to legally acquire the usage right of the domain name that was registered in the name of the deceased by notifying the Registry and taking over the payment responsibility until the approval of the inheritance. The payments for the right to use the domain name made by the heir give no advantages over any other heir.
- 9.3. It is the responsibility of the Registry to execute the transfer of the right to use the domain name in the following cases:
 - 9.3.1 the Registry has received a written request from the current domain name holder;
 - 9.3.2 the Registry has received a court's decision which contain obligations addressed to the Registry.
- 9.4. The new domain name holder accepting and using the domain name takes over the responsibilities of the domain name holder with respect to the executed agreement and follows the Policy.
- 9.5. If the domain name holder uses Registrar's intermediary services, the request to transfer the right to use the domain name must be submitted to the Registrar.

10. Change of data

10.1. The change of data of the domain name may be performed only by the person who is a contact of the domain name. Each contact person (domain name holder, administrative contact, billing person, billing contact, technical contact) has the right to administer the domain name. Actions allowed depend on the role of the contact person. Roles and permitted actions are given in the Terms and Conditions of the NIC On-line System Use.

10.2. The Registry changes the domain name data if initiated by a contact person of the domain name and according to:

- 10.2.1 changes entered using the System. The changes come into effect automatically within 30 minutes,
- 10.2.2 changes submitted in written form (including e-mail). The changes come into effect within three working days.

10.3. The System user has the right to make changes to the domain name data using the System according his/her role with respect to the particular domain name and in accordance with the Terms and Conditions of the NIC On-line System Use.

10.4. The data change requested by e-mail is implemented if the request is sent from the contact person's email address, as specified in the agreement.

10.5. If the domain name holder uses Registrar's intermediary services, the request to change the data must be submitted to the Registrar.

11. Review of written applications

11.1. In the case when the Registry refused the domain name registration application, the applicant has the right to appeal to the Registry.

11.2. The written applications, requests, complaints and suggestions are processed within 15 working days by the Registry. If additional information or verification is required, the processing time may be extended for additional 15 working days by informing the applicant accordingly.

12. Dispute resolution policy

12.1. It is the duty of the domain name holder to check that the domain name is in compliance with the Policy at the time of the application.

12.2. By filling in the domain name registration application, the domain name holder and applicant agrees that the entered data are correct and the domain name does not infringe the legal rights of a third party.

12.3. The domain name holder is responsible for all disputes that may arise during the use of the domain name. All disputes about the already registered domain names are resolved in general jurisdiction courts or in the arbitration according to legal acts of the Republic of Latvia, in the presence of the domain name holder and the challenging party.

13. Suspension of the right to use the domain name

13.1. If the information on court proceedings concerning the right to use the domain name is received, the Registry suspends the right to use the domain name by prohibiting to transfer the domain name. Suspension is in effect until:

- 13.1.1 a written agreement has been received from the parties involved in the dispute;
- 13.1.2 a decision has been received from the court or arbitration court.

13.2. If a lawful request of a competent authority is received, the Registry suspends the right to use the domain name by prohibiting to transfer the domain name. Suspension is in effect until:

- 13.2.1. the date specified in the request;
- 13.2.2. the reverse request of the competent authority is received;
- 13.2.3. the termination of the agreement.

13.3. If a lawful request of a competent authority is received, the Registry locks the domain name's technical data. Suspension is in effect until:

- 13.3.1. the date specified in the request;
- 13.3.2. the reverse request of the competent authority is received;
- 13.3.3. the termination of the agreement.

14. Termination of the agreement

14.1. The domain name holder has the right to terminate the agreement by informing the Registry of his decision by submitting a signed request or by using the domain name refusal option in the System.

14.2. The Registry has the right to terminate the agreement, if:

- 14.2.1. the request specified in the clause 14.1. is received;
- 14.2.2. the domain name holder has failed to comply with the Policy, including, the data submitted to the Registry is incorrect or false;
- 14.2.3. the payment is not made in due time;
- 14.2.4. the economic activity of the domain name holder has not been restored until the end of the paid domain name period;
- 14.2.5. the domain name holder, who is a legal person or other entity, has been liquidated (for example, company is removed from the Commercial Register);
- 14.2.6. the court judgment or arbitral decision, which imposes an obligation on the Registry, is received.

14.3. The Registry, pursuant to the clause 14.2.1, locks the domain name's technical data at the date specified in the request. If the request does not contain the date or the date specified in the submission has passed, the Registry does not issue a new invoice and locks the domain name's technical data until the end of the paid domain name period.

14.4. If the Registry establishes a breach indicated in the clause 14.2.2, the Registry submits a notice of the breach to the domain name holder's postal address and e-mails it to e-mail addresses of all assigned contact persons. If, following the notice, the breach has not been rectified within 14 days, the Registry locks the domain name's technical data.

14.5. If the Registry establishes circumstances indicated in the clause 14.2.3, the Registry e-mails a letter of reminder to e-mail addresses of all assigned contact persons. If the payment is not received within 7 days as of the reminder date, the Registry locks the domain name's technical data.

14.6. If the Registry establishes circumstances indicated in the clause 14.2.4, the Registry locks the domain name's technical data at the end of the paid up period of the right to use the domain name.

14.7. If the Registry establishes the circumstances indicated in the clause 14.2.5, the Registry locks the domain name's technical data, at the time the liquidation fact is established.

14.8. If the Registry establishes circumstances indicated in the clause 14.2.6, the Registry locks the domain name's technical data, at the time indicated in the judgment.

14.9. As of the day the Registry locks the domain name's technical data, the hold period of 30 days is applied. If during the hold period the grounds to terminate the agreement cease to exist, the Registry renews the right to use the domain name from the day the Registry has become aware of the relevant fact. If at the end of the hold period any ground specified in the clause 14.2 exists, the Registry deletes the domain name and the domain name becomes freely available for a new registration.

15. Information and notification

15.1. The Registry makes the following information available to public at the web site www.nic.lv:

15.1.1 Policy for acquisition of the right to use domain names under the top level domain .lv and related policies;

15.1.2 The Price list and payment policy of NIC;

15.1.3 The contact information of the Registry;

15.1.4 The registered domain names and the data obtainable by the WHOIS.

15.2. The Registry is using e-mail to communicate with the contact persons of the domain names regarding the following:

15.2.1 for registration notification or failure to register domain name;

15.2.2 for invoicing;

15.2.3 for late payment reminders;

15.2.4 for termination of the agreement.

15.3. The Registry may use postal address or telephone number to communicate with the contact persons of the domain names.

16. Additional Policies

16.1. Use of the NIC On-line System is defined in the Terms and Conditions of NIC On-line System Use.

16.2. The personal data processing is defined in the NIC Privacy Policy.

16.3. The procedure in which the consumer has the right to refuse the service is determined by "Information concerning the exercise of the right of withdrawal".

17. The Effective Date and Modifications of the Policy

17.1. The Policy is in effect from the 1st of July, 2009.

17.2. The Policy supersedes the General Rules dated from the 1st June, 2004 about the Acquisition of the Right to Use Domain Name.

17.3. The Registry has the right to modify the Policy.

17.4. In order to ensure the participation of the public and stakeholders in the drafting of the Policy, the Registry at least one month prior to the entry into force of the modifications, publishes the modifications on the website www.nic.lv and send the modifications for evaluation to the Ministry of Transport of the Republic of Latvia.

17.5. If amendments to the regulatory enactments of the Republic of Latvia require the modification of the Policy and it is impossible to apply clause 17.4., the Registry amends the Policy by publishing the modifications on the website www.nic.lv within a reasonable time.

17.6. The modifications to the Policy do not change the paid up period of registered domain names.

17.7. If the domain name holder does not agree with the Policy modifications, then he/she must inform the Registry about this in writing with a signed request. In this case it is assumed that the agreement with the domain name holder is terminated at the end of the paid domain name period or sooner if the domain name holder has requested so. The Registry terminates all or individual agreements on the right to use the domain name, according to the request of the domain name holder in which he/she indicates the domain names he/she wishes to retain and agrees with the modified Policy for those domain names.

17.8. Upon conclusion and execution of the agreement, the parties shall apply the laws and regulations in force in the Republic of Latvia.