



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

Riga, 1 July 2009

Amended on 24 November 2015

### 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. **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.
- 1.3. **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.
- 1.4. **Domain name** – a set of characters divided by dots and created in a certain way in order to represent digital network address.
- 1.5. **Domain name applicant** – a natural 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.
- 1.6. **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.
- 1.7. **Domain name registration** – an acceptance of the domain name registration application by entering the domain name data into the Registry data base.
- 1.8. **Domain name registration application** – the chosen domain name and all related data submitted to the Registry using the System.
- 1.9. **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.
- 1.10. **Hold period** – a period during which the domain name is locked and not available for new registration. During the hold period the previous domain name holder may renew the right to use the domain name.
- 1.11. **Latvian domain name** – a domain name in which at least one character with diacritical mark (ā, ē, ī, ū, ō, ķ, ļ, ņ, ŀ, ŀ, ģ, š, č, ž) is used.
- 1.12. **Locking of the domain name** – blocking access to the technical data in the Registry data base.
- 1.13. **NIC** – Network Solutions Department of the Institute of Mathematics and Computer Science, i.e., the Registry.
- 1.14. **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). 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.
- 1.15. **Registration notification** – an e-mail confirming registration of the domain name sent by the Registry to the applicant.
- 1.16. **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.
- 1.17. **Registry** – the Institute of Mathematics and Computer Science, 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.
- 1.18. **Registry data base** – the data base containing all domain names registered under the top level domain „lv”.
- 1.19. **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.
- 1.20. **Right to use the domain name** – the right to use the domain name acquired according to the agreement.
- 1.21. **Suspension of the right to use the domain name** – derogation of the right to use the domain name in the cases defined by the agreement by prohibiting the domain name transfer.
- 1.22. **System** – NIC On-line system in which registered users can register new domain names and administer already registered domain names.
- 1.23. **System user** – a natural person registered in the System.
- 1.24. **Technical contact** – a natural person appointed by the domain name holder to perform technical functions related to the domain name usage.
- 1.25. **Traditional domain name** – a domain name expressed in Latin characters, numbers and hyphen “-”.
- 1.26. **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.
- 1.27. **WHOIS service** – a service which provides information about registered domain names, their holders, administrative and technical contacts.

### 2. Objective of the Agreement

This 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.

### 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 municipal institution 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;
- 3.1.1.5. a commercial entity or organisation registered outside the Republic of Latvia from the moment it is registered.
- 3.1.2. If the domain name registration is submitted by a Registrar or another authorised person on behalf of the person mentioned in clause,
  - 3.1.1. as the domain name holder must be indicated the person on behalf of which the domain name is registered.
- 3.2. **Registry** – the Institute of Mathematics and Computer Science.

## 4. Subject-matter of the Agreement

The Registry and the domain name holder represented by the applicant conclude this agreement on the acquisition of 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 is granted to the person which has submitted or on behalf of which the domain name registration application is submitted according to the Policy and which has ensured the payment for the right to use the domain name.
- 5.4. The right to use the domain name can be granted exclusively for a domain name whose right to use has not been granted to other person yet and which conforms with the existing legislation and the Policy.
- 5.5. A person may be granted 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, ģ, š, č, ž) 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 rude, indecent or offensive names, expressions, or character strings 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 out 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 correct and accurate.
- 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 in 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 chosen domain name conforms to the clause 6.1 and 6.3 of the Policy.
- 7.2.4. The Registry registers the domain name and sends an e-mail notification to the domain name applicant.
- 7.2.5. The Registry has the right to decline the domain name registration and notify the domain name applicant 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 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 for the previously registered domain names. In this case the Registry has the right to request prepayment for the right to use the domain name.

**7.3. Public domain name data**

- 7.3.1. From the moment the domain name is registered its data are available in WHOIS service and the System.  
 7.3.2. First name and last name of a natural person shall not be publicly available.

**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 is considered to be an entry into the agreement between the domain name holder and the Registry and serves as a legal basis to issue an invoice for the domain name registration and the right to use the domain name for the period specified in the application.  
 8.2. Due payment is the responsibility of the domain name holder. Failure to receive the bill cannot be regarded as a valid reason for not making the payment in due time. The effected payments are not reimbursable.  
 8.3. The governmental or municipal institutions of Latvia can register one domain name per organisation free of any charges for the period of one year, including the right to renew the domain name registration.  
 8.4. A natural person with the domicile in Latvia has the right to register one domain name under generic second level domain .id.lv free of any charges for the period of one year, including the rights to renew the domain name registration.  
 8.5. The registration fee is set in clause 8.11 of the Policy. An invoice is issued electronically and is valid without a signature. The original of the invoice is available in the System by the domain name holder, administrative contact or billing contact after authorisation.  
 8.6. The payment for the domain name registration and the right to use the domain name shall be made within 14 days of the issuance of the invoice.  
 8.7. The invoice for the domain name registration and the right to use the domain name is sent to the billing contact in the way specified in the domain name registration application or the System. If the payer is a natural person, the invoice is sent electronically.  
 8.8. One month prior to the expiry of the right to use the domain name, the Registry issues an invoice for the renewal of the right to use the domain name and sends it to the billing contact.  
 8.9. If the payment is not made in due time, the Registry e-mails a letter of reminder to all assigned contact person e-mails.  
 8.10. If the payment is not received within 7 days as of the reminder date, the Registry locks the domain name. The domain name is freely available for registration after a 30 days hold period. During this period the former domain name holder can still renew the right to use the domain name by effecting the appropriate payments.  
 8.11. The minimal period the payment shall be made for is 1 year. The fee for the right to use the domain name is:

Period (in years)	Traditional domain name (EUR)	Latvian domain name (EUR)
1	10,00	7,00
2	19,00	13,00
3	26,50	18,00
4	32,50	22,50
5	38,00	26,50

*(amended on 1 January 2014)*

**9. Procedure to cancel a domain name registration**

- 9.1. The domain name holder has the right to cancel domain name registration informing the Registry in written. Using the sample refusal application in the System, the application shall be printed, signed, and submitted to the Registry.  
 9.2. The Registry has the right to cancel the domain name registration, if:  
 9.2.1. an application requesting cancellation of the domain name from the domain name holder is received;  
 9.2.2. the data submitted to the Registry are incorrect or inaccurate;  
 9.2.3. the domain name holder has violated the Policy.  
 9.3. In case of a liquidation of the domain name holder which is a legal person or other entity, the domain name registration is cancelled after the registration of the liquidation fact (e.g. in the Enterprise Registry) if no written request about other actions is received prior to the liquidation.

**10. Transfer of the right to use a domain name**

- 10.1. The domain name holder has a right to transfer the right to use the domain name to another person:  
 10.1.1. by using the online system to prepare and print the transfer form, signing it and submitting it to the Registry, or  
 10.1.2. By submitting a written request for the transfer to the Registry.  
 10.2. 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.  
 10.3. It is the responsibility of the Registry to execute the transfer of the right to use the domain name in the following cases:  
 10.3.1. when the Registry has received the request from the current domain name holder,  
 10.3.2. when the decision has been ruled by court.

- 10.4.** 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.

## **11. Change of data**

- 11.1.** The Registry changes the domain name data if initiated by the contact person of the domain name and according to:
- 11.1.1.** changes entered using the System which come into effect automatically within 30 minutes,
  - 11.1.2.** changes submitted in written form which come into effect within three working days.
- 11.2.** 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.

## **12. Review of written applications**

- 12.1.** In the case when the Registry refused the domain name registration application, the applicant has the right to appeal to the Registry.
- 12.2.** The written applications, 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.

## **13. Dispute resolution policy**

- 13.1.** 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.
- 13.2.** By filling out the domain name registration application the domain name holder agrees that the entered data are correct and the domain name does not infringe the legal rights of a third party.
- 13.3.** 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 arbitrage according to legal acts of the Republic of Latvia, in the presence of the domain name holder and the challenging party.

## **14. Suspension of the right to use the domain name**

- 14.1.** The Registry may suspend the right to use the domain name in the following cases:
- 14.1.1.** when the appropriate request has been received from the domain name holder,
  - 14.1.2.** when the appropriate request has been received from a competent authority according to the laws and regulations,
  - 14.1.3.** when information on court proceedings concerning the right to use the domain name is received.
- 14.2.** The suspension of the right to use the domain name is in effect until a written agreement has been received from the parties involved in the dispute, or a decision has been received from the court or the competent institution.

## **15. Information and notifications**

- 15.1.** The Registry makes the following information available to public at the web site ([www.nic.lv](http://www.nic.lv)):
- 15.1.1.** regulations and application procedure for the right to use a domain name under the top level domain .lv,
  - 15.1.2.** payment information regarding the registration and the right to use a domain name under the top level domain .lv,
  - 15.1.3.** The contact information of the Registry,
  - 15.1.4.** The registered domain names and the data obtainable by the WHOIS service.
- 15.2.** The Registry is using e-mail to communicate with the contact persons of the registered domain names regarding the following:
- 15.2.1.** late payment of the bill compared to the specified date on the bill,
  - 15.2.2.** the acceptance or refusal of the domain name registration applications.

## **16. The effective date and the modifications of the Policy**

- 16.1.** The Policy is in effect from the 1st of July, 2009.
- 16.2.** The Policy supersedes the General Rules dated from the 1st June, 2004 about the Acquisition Of The Right To Use Domain Name.
- 16.3.** The Registry has the right to modify the Policy and has to inform the domain name holders by publishing the modifications at the web portal ([www.nic.lv](http://www.nic.lv)) not less than one month prior the date when the modifications come into effect. The modifications do not change the term for the usage rights of the domain name. If the domain name holder does not agree with the Policy modifications, then he/she must inform the Registry about this in writing. In this case it is assumed that the agreement with the domain name holder is terminated, and the Registry cancels the registration of all registered domain names or some of the registered domain names if this holder has included them in the written request and agrees with the modified Policy for the other domain names.