STANDARD CONDITIONS OF CONTRACTS FOR SERVICES REGARDING THE SECOND LEVEL DOMAIN'S CREATION AND/OR MANAGEMENT IN THE .INFO/.COM/.NET/.ORG TOP-LEVEL DOMAIN

In these standard conditions of contracts (hereinafter referred to as Conditions):

Registrant – a person, submitting an initial order in the ISC information system;

ISC – Kaunas University of Technology (legal entity code 111950581) Internet Service Centre, whose residence address is Studentų st. 48A, LT-51367 Kaunas, the Republic of Lithuania, acting in accordance with the regulations as a registrar;

Initial order – an order, creating legal relations regarding the procedural service provision, i.e. domain creation order, or domain trade order, or domain transfer order;

Appropriate TLD – the .info, or .com, or .net, or .org top-level domain containing the domain, created and/or managed by the Registrant;

Domain – a second-level domain in the appropriate TLD, specified in the Registrant's initial order;

Contract – a bilateral transaction of adhesion agreement (i.e. under these Conditions), concluded remotely between the Registrant and Kaunas University of Technology, for procedural and related technical services regarding the domain's creation and/or management. The Contract is not concluded in writing.

1. The subject of the Contract:

1.1. Procedural services:

1.1.1. the performance of the domain creation, renewal and deletion procedures indicated in the Registrant's orders in the ISC information system;

1.1.2. completion of the transfer and domain trade procedures indicated in the Registrant's orders in the ISC information system if the conditions of the performance of these procedures are fulfilled;

1.1.3. creating an opportunity for the Registrant by himself to perform the data change procedure in the ISC information system (to an ISC defined extent).

1.2. Technical services related to the procedural services:

1.2.1. the submission of the Registrant's data in the appropriate TLD administration system and creation of an account;

1.2.2. processing of the Registrant's orders in the ISC information system;

1.2.3. the Registrant's briefing and consulting on the procedure performance issues;

1.2.4. making records about the served domains in its managed DNS servers if such service is chosen by the Registrant;

1.2.5. warning the Registrant about the necessity to perform certain procedures or specific actions.

2. The provision of services under these Conditions does not include Internet access, software maintenance, hosting, webpage and content development, DNSSEC, registry lock and other domain-use-related procedures.

3. The Registrant confirms that he/she got acquainted with the publicly available information on the ISC webpage https://domains.lt regarding the general domain creation procedures, the requirements to the domain name, the permitted procedures and the conditions of the performance, the expiration terms of the rights of the registered name domain, the procedures of the provision of services and prices, the provisions for data management and use.

4. The ISC is obliged:

4.1. to act fairly and reasonably, consistently with the interests of the Registrant;

4.2. to provide the services under the terms of these Conditions and the Registrant's orders;

4.3. to provide the Registrant with any information on the process of the performance of the procedures, upon the Registrant's request;

4.4. to advice by telephone or e-mail on the procedure performance issues, upon the Registrant's inquiry;

4.5. to refund the paid amount to the Registrant if the payment is late or unreasonable or the purpose of the payment is worded incorrectly or the ordered service cannot be provided according to the appropriate TLD rules. The refundable amount can be considered as the payment to the ISC for other services upon the Registrant's request;

4.6. after receiving the proper payment from the Registrant, to pay to the appropriate TLD Registry for the procedure;

4.7. to perform other duties imposed on the registrar by these Conditions, appropriate TLD rules and the applicable legislation.

5. The ISC has the right to:

5.1. refuse to carry out the Registrant's request contradicting the rules of the appropriate TLD or the imperative provisions of the law;

5.2. demand a proper performance of obligations from the Registrant;

5.3. terminate the Contract on the grounds specified by subparagraphs 27.4–27.7 of these Conditions;

5.4. other rights granted to the registrar by these Conditions, appropriate TLD rules and the applicable legislation.

6. The Registrant is obliged:

6.1. to specify accurate data of himself/herself and contact persons in the account, and inform ISC about specified data changes, as provided under article 15 of these Conditions;

6.2. to ensure that the data of contact persons provided to the ISC is obtained and processed legally;

6.3. to inform contact persons whose data Registrant provides to the ISC about data processing by ISC;

6.4. to be responsible for his/her domain name and content;

6.5. not to use the domain for illegal purposes, e.g. pursuing computer crimes, disrupting the operation of information systems, causing computer incidents, spamming e-mails, or otherwise violating public order and rights of other people;

6.6. to pay the ISC for the ordered paid services in accordance with paragraph 18 of these Conditions;

6.7. to keep in secret the identifiers for connecting to the accounts in the ISC information system (name and password), not to transfer or otherwise disclose them to others. The Registrant is aware of the consequences in case another person submits orders or deletes an account using the Registrant's connection identifiers;

6.8. regularly, at least once every 15 calendar days, check e-mail which address is specified in the account, reply to the e-mails, received from the ISC;

6.9. to perform other duties imposed on the Registrant by these Conditions, appropriate TLD rules and the applicable legislation.

7. The Registrant has the right to:

7.1. set the domain structure, decide on its content, use, etc. at his/her discretion;

7.2. demand proper performance of obligations from the ISC;

7.3. terminate the Contract on the grounds specified by subparagraphs 27.1–27.3 of these Conditions;

7.4. other rights granted to the Registrant by these Conditions, appropriate TLD rules and the applicable legislation.

8. Prices of services:

8.1. prices of procedural services are disclosed publicly on the ISC webpage https://domains.lt. The ISC reserves the right to change the prices for services ex parte, publicly disclosing them in advance on its webpage. The increase in service prices is disclosed at least 15 calendar days prior to the application of new prices, the reduction of service prices – at any time prior to the change;

8.2. the fee for technical services is included in the prices for procedural services.

9. The principles of performance of the procedures, the requirements and conditions are set out by ICANN (The Internet Corporation for Assigned Names and Numbers) and appropriate TLD

Registry's documents, published on their websites (https://www.icann.org, https://www.identity.digital, https://www.verisign.com, https://www.pir.org). While submitting the initial order the Registrant shall:

– obligate to defend and hold harmless appropriate TLD Registry and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses arising out of or relating to the Registrant's domain name registration. This obligation survives the termination or expiration of the Contract;

– obligate to comply with each of the following requirements: ICANN standards, policies, procedures, and practices for which appropriate TLD Registry has responsibility in accordance with the agreement or other arrangement with ICANN; operational standards, policies, procedures, and practices established from time to time by appropriate TLD Registry in a non-arbitrary manner (i.e. consistent with ICANN's standards, policies, procedures, and practices and agreement with ICANN) and applicable to all registrars, including affiliates of appropriate TLD Registry. Additional or revised appropriate TLD Registry operational standards, policies, procedures, and practices shall be effective upon 30 calendar days notice by appropriate TLD Registry to registrar. If there is a discrepancy between the terms required by these Conditions and the terms of the appropriate TLD Registry agreement with ICANN, as far as it concerns the domain creation and management .info, .com, .net and .org TLD, the terms of the appropriate TLD Registry agreement with ICANN shall supersede those of these Conditions;

– consent to the use, copying, distribution, publication, modification and other processing of Registrant's personal data by appropriate TLD Registry and its designees and agents in a manner consistent with the purposes specified pursuant to the appropriate TLD Registry agreement with ICANN;

– immediately correct and update information during the term of validity of rights to the domain;

– submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP) and the Inter-Registrar Transfer Policy, as each may be amended from time to time;

– agree to be bound by the terms and conditions of the initial launch of the appropriate TLD Registry, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that appropriate TLD Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation, the ability or inability of a registrant to obtain a domain name during these periods, and the results of any dispute over a sunrise registration;

– acknowledge and agree that appropriate TLD Registry reserves the right[1] to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

1) to protect the integrity and stability of the Whois database;

2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;

3) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs);

4) to avoid any liability, civil or criminal, on the part of TLD Registry, as well as its affiliates, subsidiaries, officers, directors, and employees;

5) per the terms of the appropriate TLD Registry agreement with ICANN;

6) to correct mistakes made by TLD Registry or any registrar in connection with a domain name registration;

7) for the non-payment of fees to TLD Registry;

– confirm that he/she had a possibility to get acquainted with these Conditions and agrees to apply them while making a Contract.

[1] Note: Appropriate TLD Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

10. The order procedure:

10.1. the orders for domain creation or renewal are submitted by the Registrant, by logging in to his/her account in the ISC information system, selecting the appropriate menu (submenu) item, filling in the order form and selecting the submission command. The Registrant must confirm the specified types of orders, no later than within 3 workdays by making the payment for their execution to the ISC. The Registrant is aware that according to the deadlines set by the ISC, the failure to make the renewal in advance will result in the domain being deleted upon the expiry of the current term;

10.2. the order for domain deletion is submitted by the Registrant, by logging in to his/her account in the ISC information system, selecting the appropriate menu item, filling in the order form and selecting the submission command. This type of request must be confirmed by the Registrant in accordance with the ISC instructions;

10.3. the other procedural service orders are submitted and confirmed in accordance with the ISC instructions published in the ISC information system.

11. The orders are confirmed by a record of the ISC information system if necessary.

12. The ISC carries out the orders only after their submission in the ISC information system and approval, as stipulated by subparagraphs 10.1–10.3 of these Conditions. The Registrant is aware that without the appropriate and timely confirmation of the order, it is cancelled and not carried out in the ISC information system.

13. The order processing procedure: the formation of the application and submission in the appropriate TLD administration system.

14. The order processing is subject to the terms of these Conditions, appropriate TLD rules and the imperative law provisions. The fact of the execution of the order is confirmed by the entries in the appropriate TLD's Whois database proving the result of the performed procedure stipulated by the order.

15. The Registrant may change his/her and contact person's personal data by himself/herself, by logging in to his/her account in the ISC information system, selecting the appropriate menu item, filling in the data change form and selecting the submission command. If the data in the account changes, the Registrant must no later than within 7 calendar days change it in the ISC information system. In the case of changes in the Registrant's personal name, state or identification code, the data is changed manually, after the Registrant fulfils the ISC instructions. The Registrant is aware that due to inaccurate data, his/her domain can be suspended or deleted.

16. If the Registrant wishes to initiate the transfer or the transfer of rights to the domain to another party, he/she has to log in to his/her account in the ISC information system and perform the actions for the initiation of the procedure according to the instructions provided in the ISC information system.

17. The domain is considered created upon the Registrant's will, when a record of this fact appears in the appropriate TLD Whois database. The Registrant is aware that the ISC does not guarantee domain creation according to the principle *"first come, first served"* or non-compliance with the applicable requirements.

18. Essential terms related to the settlement:

18.1. the Registrant must pay in advance to the ISC for the execution of each submitted paid service order, i.e. the ISC does not begin to carry out the order until the Registrant pays for the service;

18.2. The currency for settlement (payment) is the euro. If it is necessary to convert the Registrant's currency while performing a payment, the related expenses are covered by the Registrant;

18.3. The methods of payment for services (Registrant's choice):

18.3.1. Transfer conducted by transferring the sum specified in the prepayment invoice submitted to the ISC information system to the bank account specified by the ISC within 3 working days after the submission of the order in the ISC information system. In this case, the domain name, the domain holder and the procedure (or the number of the prepayment invoice prepared by

the ISC according to the order instead of the procedure) have to be specified in the payment purpose;

18.3.2. Payment using the e-banking service “BankLink” performed according to the instructions provided in the ISC information system;

18.3.3. Payment using a credit or debit card performed according to the instructions provided in the ISC information system;

18.4. The Registrant has to perform the payment in person. If the payer is another person, at the request of the ISC, the Registrant has to submit the proof of payment for the execution of the order;

18.5. If another person has paid for the execution of the Registrant’s primary order or the related payment has been performed in the manner stipulated by paragraph 18.3.3 of these Conditions, the Registrant has to submit to the ISC the document proving his identity;

18.6. If the payment performed by the Registrant is revoked after the execution of the order, the Registrant has to pay for the executed order within 15 calendar days after the date of the sending of the ISC request by e-mail; in case of the failure to pay on time, the ISC gains the right to eliminate the consequences of the procedure specified in the unpaid order (as much as possible) and terminate the Contract without any warning.

19. If the Registrant performs the payment properly, the ISC submits a VAT invoice to the Registrant’s account in the ISC information system. There are no additional VAT invoices prepared and otherwise submitted to the Registrant. Only the Registrant is specified as a buyer (service recipient) in the prepayment invoices and VAT invoices.

20. The Registrant and the contact person specified by the Registrant agrees with the processing of their data, appointment to the appropriate TLD administration system and disclosing in the Whois database in the manner and extent determined by the appropriate TLD Registry. The Registrant is aware that his/her data has to be managed, provided and disclosed as long as the Registrant has the domain. During this period, the Registrant’s request to terminate the processing of his/her data, remove from the appropriate TLD administration system and/or not disclose in the Whois database will be rejected, and after an additional request – equated to the order for the domain deletion, and the Registrant agrees with this.

21. Since the Registrant is personally liable for the domain name and content, the Registrant agrees that the ISC discloses his/her name and surname (title) the contact post and e-mail addresses indicated in the account to the appropriate TLD Registry, as well as to a third party who has submitted a personal request on the data submission if such request is based on the Registrant’s committed offence, related to the domain creation and/or management (without the ISC verification of the validity of the request), with the applicant’s commitment to use the Registrant’s data only for the purpose of the request and protection of his/her rights. The Registrant’s data may also be disclosed in accordance with the applicable legislation with a court order or upon the request of another competent authority. The Registrant is considered the actual owner of the registered domain, regardless of the intention to allow third parties to use the domain name. The Registrant, who allows third parties to use the domain, according to this provision shall accept liability for the harm caused by the wrongful use of the domain name, unless he discloses the current contact information provided by the third party and the identity of the third party within seven (7) days to a party providing the Registrant reasonable evidence of actionable harm.

22. The parties are independently liable to the third parties in accordance with their obligations, no solid or subsidiary liability for the actions (inaction) of another party may occur. The Registrant undertakes to protect the ISC from the requests of third parties, related to the domain creation and/or management, not to forward the received requests to the ISC, not use the fact of the ISC service provision as a circumstance which exempts or reduces the Registrant’s personal liability for the domain name and content.

23. All the disputes arising with respect to these Conditions or provision of services shall be resolved by negotiation. If an agreement is not reached in this manner, the dispute shall be settled in court.

24. The laws of the Republic of Lithuania shall be applied to this Contract, and with regards to the procedure performance – appropriate TLD rules, which the parties recognise as binding for their relationship.

25. From submission of the initial order in the ISC information system, it is considered that the parties have concluded the Contract under these Conditions. By necessity, this fact is confirmed by the record of the ISC information system, where the domain, the Registrant's data and the time of submission of the initial order are indicated.

26. In the case of changes or occurrence of imperative provisions of the law that directly impact the subject of the Contract, the Contract is carried out to the extent that it does contradict them. In the case of changes in the appropriate TLD rules, the orders are submitted and executed according to the current order, without the renewal of the amendment to the Contract. The changes in the procedural order are disclosed in the ISC information system.

27. The Contract expires on the following grounds:

27.1. upon the Registrant's initiative, by cancelling the domain creation order while the domain is not created;

27.2. by deleting the domain upon the Registrant's initiative or in the case of failure to renew the domain (from the moment of domain deletion);

27.3. by replacing the ISC with another registrar or transferring the rights to the domain to another party upon the initiative of the Registrant (since the completion of the relevant procedure);

27.4. upon the initiative of the ISC if it turns out that the domain creation order cannot be executed due to objective reasons (e.g. when the domain specified in the order is already created upon the will of another person) or the domain name cannot be registered due to non-compliance with the applicable requirements;

27.5. upon the initiative of the ISC if the ISC cannot fulfil the order or the Registrant breaches these Conditions or the rules of the appropriate TLD;

27.6. upon the initiative of the ISC, if the ISC completely terminates the provision of services indicated in these Conditions;

27.7. upon the initiative of the ISC if the Registrar's payment is revoked after the executed order and the Registrar fails to pay for the executed order within 15 calendar days after the date of the sending of the ISC demand by e-mail.

28. In the cases set out under subparagraphs 27.5 and 27.6 of these Conditions, the ISC warns the Registrant via e-mail about the termination of the Contract and sets a term of at least 15 calendar days to replace the ISC with another registrar. If the Registrant does not change the registrar on time, the ISC terminates the provision of services, and when the delay to change the registrar exceeds 15 calendar days – deletes the domain, without being responsible for the possible consequences.

29. The parties' will to enter into the Contract is expressed: the Registrant's will – by placing the initial order and with the consent to conclude the Contract under these Conditions, the ISC's will – by acceptance to carry out the initial order.