

Status	Appendix to the procedural regulation for the .lt domain
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## CHAPTER I GENERAL PROVISIONS

P-1. The appendix “Registrars” (hereinafter – Appendix) defines the principles, requirements and conditions of providing the special procedures in the .lt domain.

P-2. All registrars must comply with principles, requirements and conditions in the special procedures, and in directly referred cases – accreditation applicants.

P-3. The Appendix uses the terms and abbreviations defined in section I of the Procedural Regulation for the .lt Domain (hereinafter – Regulation).

P-4. The meaning and contents of the special procedures are defined in section IV of the Appendix.

## CHAPTER II PRINCIPLES OF SPECIAL PROCEDURES

P-5. Special procedures are performed according to the following principles:

P-5.1. The **systematic preparation** principle related to testing and accreditation. The Registrar must be ready to properly perform the permitted procedures from the technical, organisational and financial point of view.

P-5.2. Related to the conclusion and execution of service agreements:

P-5.2.1. **Certainty** principle. Registrars must ensure that the Registrants are real natural persons or legal entities, able to acquire rights and obligations in their name.

P-5.2.2. **Explicitness** principle. Procedural and related technical services due to a specific domain may be performed only by one appointed Registrar at one time.

P-5.2.3. **Registrant interest priority** principle. Registrars must perform the permitted procedures according to the indications of the Registrants, according to the principles, requirements and conditions set out by the Regulation; act fairly and reasonably to be consistent with the interests of the Registrants; create an opportunity for the Registrants to change the appointed Registrar.

P-5.2.4. **Service separation** principle. Registrars must separate the procedural and related technical services from the other services provided to the Registrants (content development, hosting information, installation, etc.) in a way such that Registrants can at any time, without primary notice, initiate the transfer procedure without interruptions. If the Registrars apply the registry lock, it must be terminated immediately upon the request of the domain holder.

P-5.2.5. **Data security** principle. Registrars must implement effective information security measures and organise the provision of the procedural and related technical services in a way that only qualified and appointed employees would be able to connect to the DAS and perform the procedures.

P-5.3. The **particularity** principle is related to informing. Registrars must provide the Registrants with necessary, correct and comprehensive information that might have an impact on the Registrants’ decisions regarding ordering or initiating any procedure, as well as inform the Registry about relevant circumstances related to the activities carried out.

### **CHAPTER III REQUIREMENTS FOR THE REGISTRARS**

P-6. A person complying with the following essential requirements can be a Registrar (applies to both accreditation applicant and the Registrar during the whole accreditation period):

P-6.1. Organisational:

P-6.1.1. Is a legal entity, capable of providing the Registrants with procedural and related technical services, or a capable natural person, having registered this type of self-employment activities in Lithuania according to the legislation.

P-6.1.2. Has sufficient human resources to ensure proper customer service and performing of procedures;

P-6.1.3. Ensures that the data provided in the DAS are correct at all times;

P-6.2. Technical:

P-6.2.1. Has an existing website, designed to inform the Registrants. The Registrar's website must include public information, indicated under paragraph P-49 of the Appendix, that is easy to find without registration, or must provide reference to such information.

P-6.2.2. Has technical capacities to adequately perform procedural and related technical services;

P-6.3. Financial – has sufficient financial capacities to meet monetary obligations. The accreditation applicant, until the completion of accreditation procedures, and the Registrar, violating the payment procedure, – within 7 calendar days after the Registry's requirement must pay to the Registry an advance fee equal to 200 domain creation fee, whose terms of use are defined in the accreditation agreement.

### **CHAPTER IV CONDITIONS OF SPECIAL PROCEDURAL PERFORMANCE**

#### **SECTION IV.I OPERATIONAL TESTING & EVALUATION**

P-7. Operational Testing & Evaluation is a special procedure, designed to provide a possibility for accreditation applicants to use the DAS Operational Testing & Evaluation environment.

P-8. To perform the procedure, the accreditation applicant must fill in the accreditation application form in the DAS and within 3 workdays submit the document, confirming compliance with the requirement indicated under subparagraph P-6.1.1 of the Appendix.

P-9. If the accreditation applicant:

P-9.1. Fails to provide the required documents on time, or by the provided documents it is impossible to determine their compliance with the requirement indicated under subparagraph P-6.1.1 of the Appendix or fails to comply with this requirement, the procedure is terminated and further procedures are not performed.

P-9.2. According to the provided documents that comply with the requirement indicated under subparagraph P-6.1.1 of the Appendix, the Registry gives the activation identifiers of two accounts in the DAS Operational Testing & Evaluation environment by email.

P-10. The procedure is performed by the accreditation applicant by activating the two accounts in DAS Operational Testing & Evaluation environment. The activation identifiers received from the Registry are used for this purpose. When performing the procedure, the accreditation applicant indicates its EPP and WEB passwords in the account activation form.

P-11. The procedure is completed once a notice about activating the accounts appears in DAS Operational Testing & Evaluation environment.

## **SECTION IV.II TESTING**

P-12. Testing is a special procedure, designed to check the software, installed by the accreditation applicant or Registrar, and its technical compliance with DAS, when the EPP interface is used for carrying out the permitted procedures, as well as to create a practical opportunity for the employees of the accreditation applicant or Registrar, responsible for the service of the Registrants and performing the procedure, to perform the permitted procedures in DAS Operational Testing & Evaluation environment.

P-13. The procedure must be performed:

P-13.1. Before accreditation;

P-13.2. After accreditation, when the Registrar intends to partially change or install new software for interaction with DAS.

P-14. The procedure is performed after connecting to the DAS Operational Testing & Evaluation environment.

P-15. The procedure is performed by the accreditation applicant or the Registrar according to the Testing instruction in the DAS Operational Testing & Evaluation environment, where the required tasks are described.

P-16. The accreditation applicant has to notify the Registry about the performed procedure. The Registry verifies the testing results and, if there are compatibility errors, informs the person who has performed the procedure by email. In such cases, the procedure is performed repeatedly until there are no compatibility errors.

P-17. The procedure is completed when full technical compatibility of the accreditation applicant's or Registrar's installed software with the DAS using the EPP interface is achieved.

## **SECTION IV.III ACCREDITATION**

P-18. Accreditation is a special procedure, following which the accreditation applicant acquires the rights and obligations of the Registrar as well as takes responsibility for the procedures performed.

P-19. A person is accredited, if all the following conditions are fulfilled:

P-19.1. Operational Testing & Evaluation and testing procedures are completed.

P-19.2. The accreditation applicant has submitted documents and other evidence, confirming their compliance with the requirements indicated under subparagraphs P-6.1–P-6.3 in the Appendix, to the Registry. The documents are submitted:

P-19.2.1. A legal entity registered in Lithuania or a registered self-employed natural person submits the documents to the Registry in Lithuanian.

P-19.2.2. A legal entity registered abroad submits the documents to the Registry in English or the original language with a translation to Lithuanian or English.

P-19.2.3. Documents transcripts (copies) and extracts must be approved by the person submitting them.

P-20. The Registry checks the documents provided by the accreditation applicant and decides regarding accreditation. If necessary, the Registry has the right to request additional documents or proof, if the documents provided by the accreditation applicant do not prove compliance with the requirements. In such a case, the additional documents must be submitted within 7 calendar days after receiving the Registry's requirements. If the Registry has decided to accredit a person, an accreditation agreement to be signed is sent by email. If the Registry decided not to accredit a person, the reasons for refusal are sent by email.

P-21. The Accreditation applicant, after receiving an accreditation agreement to be signed, must pay the advance in the set amount within 7 calendar days and send (submit) the Registry two copies of the signed accreditation agreement.

P-22. The Registry, having received the advance and two copies of the Registrar's signed service agreement on time, signs them and sends one copy to the Registrar. At the same time, the Registrar receives its DAS activation identifiers.

P-23. The procedure is completed, when the Registry signs the accreditation agreement.

P-24. Accreditation is termless.

P-25. Accreditation cannot be transferred to other persons or inherited.

#### **SECTION IV.IV CONCLUSION AND EXECUTION OF SERVICE AGREEMENTS**

P-26. Service agreement conclusion and execution – a special procedure, designed to regulate the legal relations of the Registrar with the Registrants regarding the performance of procedural and related technical services according to the Regulation.

P-27. The service agreement form and conclusion, as well as the order procedure, are determined by the Registrar. The contents of the service agreements cannot contradict the normative legal acts and the Regulation.

P-28. When entering into a service agreement, the Registrar must:

P-28.1. Verify the identity of the Registrant and the Registrant's capability to enter into a service agreement;

P-28.2. Receive confirmation from the Registrants that they recognise the Regulation as mandatory when performing procedures related to the domains created and operated upon their will. The approval is expressed in a way that would make it possible to prove this fact at any time during the service agreement period;

P-28.3. Obtain the consent of the Registrants who are natural persons to the processing, use and disclosure of their data during the procedures.

P-29. The concluded service agreements are not provided to the Registry, except for the cases when the Registry, after receiving the Registrants' claims regarding the improper performance of the procedures or non-performing at the specified time, is forced to intervene to correct the situation. In this case, the Registrar upon the request of the Registry, must, within 3 workdays, provide copies of the service agreements and explanations regarding the performance of the services to specific Registrants, to the extent it is relevant to the claims provided to the Registry.

P-30. Concluded service agreements are executed under the conditions specified therein, according to the Regulation. The Registrar is personally liable for the validity and consequences, arising from the improper performance of the procedures or non-performance on time, of the performed procedures.

P-31. When executing the concluded service agreement, the Registrar:

P-31.1. Acts on behalf of the Registry as a data processor of the Registrants with whom he has concluded service agreements, Registrants' technical representatives and Registrar's appointed responsible persons data, according to the Privacy policy of the .lt domain and Registry's instructions;

P-31.2. Acts personally as a data controller of the Registrants with whom he has concluded service agreements, Registrants' technical representatives' and Registrar's appointed responsible persons data, if processes such data in its information system in a different scope and/or based on a different legal framework, and/or for other purposes than the ones established by the Registry and in other cases stipulated by the current legislation;

P-31.3. Creates accounts of served Registrants in DAS indicating data within the scope defined in the appendix to the accreditation agreement "Data processing conditions";

P-31.4. Ensures that data indicated in the applications are correct, complete, accurate and sufficient to Registry contact the Registrants;

P-31.5. Acts as a disclosed agent, submitting the applications of the permitted procedures to the DAS on behalf of served Registrants;

P-31.6. Provides help to the Registrants when they initiate a transfer or domain trade procedures;

P-31.7. Performs the informing procedure, according to section IV.VI of the Appendix.

#### **SECTION IV.V PAYMENT**

P-32. Payment is a special procedure, designed for the Registrar to meet the financial obligations to the Registry for paid procedures, performed during the last reporting period.

P-33. A reporting period is a calendar month.

P-34. The basis for the procedure: the Registrar receives an invoice, to which a summary of the procedures performed during the last reporting period is attached.

P-35. The summary of the performed procedures is generated automatically according to the records in DAS and is provided in the Registrar's account within 3 workdays following the end of the reporting period.

P-36. The Registrar cannot deny the financial obligation (or part thereof) according to the provided account motivating it by:

P-36.1. Not completing the procedures, included in the performed procedure summary based on the records in the DAS;

P-36.2. Made a mistake during the performance of separate procedures;

P-36.3. The Registrant refuses to pay the Registrar for procedures not ordered or which are completed with errors, deviating from the order;

P-37. The procedure is performed by the Registrar.

P-38. The procedure should be completed within 7 calendar days since the invoice was generated in the DAS by paying the Registry the amount indicated in the invoice.

P-39. The procedure is completed when the Registry receives the payment.

P-40. In the case of delayed payment, the Registrar pays the Registry the interest provided in the accreditation agreement. If the Registrar does not pay the amount indicated in the invoice for the last reporting period until the end of the current period, the Registry has the right to stop, and if the delay exceeds 30 calendar days since the invoice was generated in the DAS – terminate the accreditation.

P-41. The Registrant's delay or refusal to pay for the performed procedures does not relieve the Registrar of its responsibility to pay the Registry.

P-42. All Registrars for each of the paid procedures performed are subject to the same Registry fee amounts, which are published on the Registry's website, in the part of DAS designed for Registrars. If the Registry acts as an appointed Registrar upon the request of the Registrants, the Registry's fee consists of the constituent of the Registry itself, as an appointed Registrant, provided the cost of procedural and related technical services.

P-43. The Registry fee is not subject to discounts. The Registry can determine the preferred fee amounts to specific Registrant categories, and apply lower – occasional and incentive – fee amounts to all or specific types of procedures.

P-44. The Registrar has a credit limit determined for the paid procedures, which can be performed without pre-payment. It is calculated based on the highest invoice issued in the last 12 months, increased by 50%. The Registrar may perform the paid procedures exceeding the credit limit by paying the Registry for them in advance. Upon the receipt of the Registrar's request and taking into account the circumstances, the Registry may increase or decrease the credit limit of the requesting Registrar for payable procedures that can be performed without prepayment.

#### **SECTION IV.VI INFORMING**

P-45. Informing is a special procedure, designed for the Registrar to warn the Registrants and Registry about relevant circumstances, related to procedures or the actions of the Registrar.

P-46. The procedure is performed by the Registrar.

P-47. Before concluding the service agreement, explanatory information is provided. A person, wishing to create a domain, is obligatorily acquainted with the Regulation (by confirming obligatory application), as stipulated by subparagraph P-28.2 of the Appendix.

P-48. During the term of the concluded service agreement, the domain holder is obligatorily informed of any amendments or additions to the provisions of the Regulation.

P-49. The following is publicly disclosed:

P-49.1. The Registrar's identification data;

P-49.2. Clear information about the offered services and prices.

P-49.3. Provisions of data processing and usage. The Registrant must be informed about the fact, that by creating the domain the Registrant also expresses will that the Registry's services are performed, and therefore submits data to the DAS, which are disclosed in the "Whois" database in amounts specified in the privacy policy of the .lt domain.

P-50. When executing the concluded service agreement, the initiating or ordering procedure's performance conditions are explained to the Registrant.

P-51. When executing the accreditation agreement, the Registrar informs the Registry by mail or email about:

P-51.1. Any DAS malfunction which prevents the completion of the procedures.

P-51.2. The intention to terminate the Registrar's operations.

P-51.3. Other circumstances that may affect the accreditation agreement's execution under the conditions specified therein.

#### **SECTION IV.VII CONSULTATIONS**

P-52. Consultations are a special procedure, at the time of which the Registrars may express their remarks and give suggestions regarding the Registry's prepared project, that changes or supplements the Regulation.

P-53. The basis for the procedure is the Registry's will, expressed in actions (the announcement on the registry website, in the section designed for Registrars).

P-54. The procedure is performed:

P-54.1. In the form of collecting remarks and suggestions, when the Registrars have a possibility within 30 calendar days after announcing the consultations by email, to express their opinion on the project prepared by the Registry;

P-54.2. In the form of discussion during the Registrars' meeting, when the remarks and suggestions regarding the project prepared by the Registry, the authorised representatives of the Registrars can express an opinion during the discussion. The Registry provides information about the organised meeting no later than 7 calendar days in advance.

P-55. The procedure is not performed due to the amendments or additions of the general provisions of the Regulation, as well as editorial changes or additions when the expression of the provisions is specified without changing their meaning.

#### **SECTION IV.VIII CONTROL**

P-56. Control – a special procedure, designed to check the correctness of the performance of the procedures and data processing, the Registrars' compliance with requirements and observance of the principles, requirements and conditions of the special procedures.

P-57. The procedure is performed by the Registry. No prior notice before the check.

P-58. The procedural performance correctness is checked automatically in DAS. The Registrar is informed of mistakes by the DAS server's response. Control does not involve content mistakes (e.g. in the application the Registrar indicates a different name than the Registrant required).

P-59. Registrars' compliance with the requirements is checked selectively. If an inadequacy is found, the Registry informs the Registrar by email and sets no shorter than a 7-calendar day period to eliminate the inadequacies (if compliance can be restored) or terminates the accreditation (if compliance cannot be restored).

P-60. Correctness of the data processing and compliance with special procedure principles, requirements and conditions are checked by the initiative of the Registry. Payment control is carried out every month with regards to all Registrars. In case of a violation, the Registry may warn the Registrar by email. Registrar must comply with data processing conditions and special procedural principles, requirements and conditions regardless of whether he was warned.

## **SECTION IV.IX TERMINATION OF THE ACCREDITATION**

P-61. Termination of the accreditation is a special procedure, following which the Registrar loses access to DAS and the right to perform procedures.

P-62. The basis for the procedure (any option separately):

P-62.1. Agreement between the Registry and the Registrar;

P-62.2. The Registrar's decision to terminate the accreditation agreement unilaterally expressed in actions (a notice to the Registry in writing no later than 30 calendar days in advance);

P-62.3 The Registry's decision to terminate the accreditation agreement unilaterally expressed in actions:

P-62.3.1. If the Registrar does not comply with requirements, and compliance cannot be restored;

P-62.3.2. If the Registrar does not comply with the requirements and following the Registry's note, does not remove inadequacies within 7 calendar days for the compliance to be restored;

P-62.3.3. If the Registrar, within 30 calendar days, does not pay the Registry the whole amount indicated in the invoice;

P-62.3.4. If the Registrar breaches the Regulation repeatedly following a warning from the Registry;

P-62.4. The fact of the beginning of the Registrar's insolvency, restructuring or bankruptcy process;

P-62.5. The fact of the Registrar – a natural person's loss of the right to engage in individual activities;

P-62.6. Registrar – natural person's death or Registrar – legal entity's liquidation without the right of succession.

P-63. The procedure is performed by the Registry.

P-64. The procedure is completed, once the account of the Registrar in the DAS has been eliminated.

P-65. While performing the procedure, the Registrants served by the Registrar are encouraged to change Registrar.

## **CHAPTER V FINAL PROVISIONS**

P-66. Disputes between the Registry and Registrars regarding the conclusion and execution of the accreditation agreements are settled in courts according to the legislation of the Republic of Lithuania. Accreditation agreements are subject to the laws of the Republic of Lithuania. Jurisdiction – according to the Registry's residence.

P-67. Upon the request of the Registrar, the Registry, for a fee provides the registry lock service. When providing this service in the DAS is prohibited to carry out some data change and domain deletion procedures, as well as initiate the transfer and domain trade. The conditions of these additional services are announced on the Registry's website, in the section of the DAS for Registrars.

P-68. In case of contradictions in the accreditation agreement's conditions with the existing Regulation, including the Appendix, the principles, requirements and conditions of the Regulation are applied.

P-69. The Registry is not responsible to the Registrants for the quality of services performed by the Registrars (proper and timely execution of orders). The Registrars are not responsible to the Registrants for the Registry's refusal to complete the domain name registration procedure, as well as the suspension and domain deletion procedures performed by its will, except in the cases, when it was caused by the reasons for which the Registrars are responsible.

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