DOMAIN REGISTRATION POLICY

Effective: from March 20, 2025

If the English and Hungarian versions of the Policy differ, the Hungarian version will prevail.

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The Scientific Association of the Hungarian Council of Internet Service Providers (hereinafter referred to as the Association), in order to ensure a uniform order of registration, delegation and maintenance of domain names under .hu, and to protect the rights of Registrants and others, has created the present Domain Registration Policy by exercising the self-regulation possibilities provided for in Article 15/A of Act CVIII of 2001. These Domain Registration Policy have been issued as part of the contractual regime established in the subject matter and shall be applied without any specific reference in the application of the regime.

Chapter I: Definitions used in the Domain Registration Policy

In this Domain Registration Policy (hereinafter referred to as the "Policy"), the following terms shall have the following meanings:

Administrative Contact: the Domain Registrant's authorised contact person for administrative matters relating to domain names. The rules relating to the Administrative Contact are set out in point 10 of the Policy.

Alternative Dispute Resolution Forum (ADR Forum): an organisation operating within the framework of the Association, providing alternative domain name resolution services, which acts in accordance with this Policy, the ADR Forum Organizational and Operational Rules, the Dispute Resolution Procedural Rules and the specific substantive and procedural rules in the event of disputes relating to certain domain names. In dispute resolution proceedings, decisions shall be made by arbitrators independent of the Association, the Registry and the Registrars. In the event of any conflict with this Policy, this Policy shall prevail over the Organizational and Operational Rules, and the Dispute Resolution Procedural Rules of the ADR Forum. The ADR Forum's procedures are accessible online through the Unified Complaint Management System (EPR).

Delegation: making a registered or conditionally registered domain name technically functional for use by the Domain Applicant. If the domain is delegated, certain information is also stored on .hu authoritative name servers and is available on the Internet.

Domain Authorization Code: a unique, expiring, one-time-use character string assigned by the Registry to a Registrant for some specific data modifications of a domain name in the Registry Database.

Domain Registrant: the person for whom the domain name has been registered.

Domain Application: the Domain Applicant shall enter into a domain application or maintenance contract with a Registrar, providing all mandatory data and making the necessary declarations in accordance with Section 1.2.2.1. The Registrar shall transmit the application data to the Registry Database.

Domain Applicant (or Applicant): a person who applies for registration of a domain name with a Registrar. If the domain name they have applied for is registered for them, they become a Registrant.

Domain name expiry date: the date by which the domain name fee is settled with the Registry. The fee is paid to the Registry by the Registrar. The expiry date of the domain must be consistent with the duration of the registration requested by the Applicant, which may range from 1 to 10 years. As a result of a renewal the expiry date of the domain shall not exceed 11 years.

Domain name or domain: a technical identifier consisting of alphanumeric characters, used primarily to replace Internet (IP) addresses, which are essential for Internet communication, because they are easier to remember. This Policy applies to domain names whose location in the Internet domain system is directly below the .hu top level (e.g. cegnev.hu) or below one of the public domains assigned to it at the second level (e.g. cegnev.co.hu). Accented (or IDN in international terminology) domain names are stored in encrypted form on name servers, while

at the user level they are usually displayed in unencrypted form, so unless otherwise indicated, in this Policy the unencrypted form is used to refer to domain names.

Digitally signed document: a document that: i) is either accompanied by an EU approved (eIDAS Regulation or successor legislation) electronic signature based on a qualified certificate or an advanced electronic signature based on a qualified certificate with enhanced security; ii) is a private document with full evidentiary value under Hungarian law and is accompanied by an electronic authentication provided in the course of the digital service as defined in the legislation.

Evaluation: the Registry will examine whether the domain name application does not violate Section 2.2.2. c) of the Policy, i.e. whether the domain name applied for is misleading.

Compliance check: the Registrar will verify the compliance of the application with the requirements set out in Sections 2.1, 2.2.2(a), 2.2.2(b), 2.2.3, 2.2.4 and 2.2.5 of the Policy and the existence and consistency of the mandatory data required for the application (Sections 1.1 and 1.2.2.1).

Authentication Factors: contact data of the Domain Applicant or Registrant (e.g. email address, telephone number) that serve to identify them in connection with a domain name. The Domain Registrant may choose how many of the options offered by the Registry to authenticate them by means of factors. Factor based authentication can be single or multi-factor (MFA), according to the choice of the Domain Registrant. Multiple factors result in higher security.

Factor Based Authentication: verification that the Registrant has control over all the factors they have specified at the moment of authentication. Factor based authentication of the Registrant is required when changing some of the data related to the domain registration, when changing Registrar (transfer) and when changing Registrant (trade).

Conditionally registered domain: once a domain name has passed the vetting and evaluation process, it becomes a conditionally registered domain and is advertised on the Registry's website. A conditionally registered domain is non-tradeable, and no transfer is possible while the domain name is in this state.

Maintenance: the domain registration and maintenance service provided to the Registrant, whereby the necessary technical and administrative data are stored in the Registry Database and modified as required. During the maintenance process, a domain may be in a delegated or non-delegated state.

Identification: checking that the current details of the actual Registrant and the Registrant's details of the domain name in the Registry Database match.

Declaration of Good Faith: a digitally signed declaration in accordance with the sample published by the Registry. In the declaration, the Applicant must declare that the domain name will not be used in a misleading manner, but in good faith, in accordance with the Policy, and will not infringe the rights of any third party.
Breach of the Declaration of Good Faith will result in the domain being withdrawn.
The Declaration of Good Faith may also be taken into account in any alternative dispute resolution procedure and may be provided to the Complainant upon request.

Confirmation of contact data, i.e. notification and factor data: these data (e.g. email address, telephone number) can only be entered in the Registry Database if confirmed. A contact data is considered to be confirmed when the owner of the data has carried out a process to prove that they posess and have access to the contact form provided. Confirmation may be performed by the Registrar or the Registry. The Registrar may use its own confirmation processes.

Public domain: the .hu top level domain, plus any second level Internet domain names opened under it as necessary, under which the Registry registers. The Registry publishes the current list of second level public domain names on its website.

start.domain.hu: a website providing direct, limited administrative possibilities between the Registry and the Registrants. On start.domain.hu, the Registrant can access their own interface and access certain functions after registration, factor based authentication or identification.

Registry Database: data kept by the Registry in a computer system relating to domain registration, maintenance and delegation.

Registry: the entity that registers, keeps, in some cases maintains .hu public domain names, makes available the registered domain names and the data relating to them. The Registry is ISZT Nonprofit Kft., an organisation authorised by the Association to perform domain registration activities.

Domain names maintained by the Registry: domain names which are maintained by the Registry for a Registrant because the contract of a Registrar to act as Registrar has expired and the Registrar has not appointed a replacement Registrar in accordance with the Policy. In such a case, a limited maintenance contract is concluded between the Registry and the Registrant on a temporary basis.

Registry website: https://www.domain.hu

Document protected domain, or document protection: a domain registered on the basis of the Application Form in the previous versions of the Policy or registered by document. Before making certain changes to document protected domain names, it is necessary to switch the document protection to factor based authentication.

Registration: the legal act of putting a domain name into use by an Applicant. A domain that has been registered but not delegated is technically not functional.

Registrar: the service provider authorised by the Registry to manage the registration, delegation and maintenance of domains on the basis of the free choice and on behalf of the Applicant or Registrant, and under contractual relationship with the latter. The Registrar may be any legal entity registered or incorporated in Hungary, which is entitled to carry out the activities specified in the Policy, has the necessary personal and material conditions for the activity and has a non-terminable franchise agreement in force between it and the Registry authorising it to carry out the Registrar's activities. The list of Registrars is published by the Registry on its website. The Registrar is responsible for the intermediaries (e.g. agents, resellers) it uses, directly or indirectly.

Registry lock: an optional security service of the Registry, which provides a higher level of protection of the data registered in connection with the domain name against unauthorized

modifications (e.g. unwanted transfer or trade). The application or release of the registry lock can be carried out by the Registrant without the Registrar's involvement, after identification on start.domain.hu. For identification in this case, a digitally signed document must be uploaded to start.domain.hu.

Redemption period and restoration: in some cases, a 30-day grace period precedes the deletion of a domain name, during which the domain is advertised on the public list of domain names in redemption period before deletion. During the redemption period, the domain name may be restored by the Registrant or by the persons specified in this Policy.

Chapter II: Rules for applying for and registering a domain

1. How to apply for a domain

1.1   Criteria for Domain Applicants

1.1.1   Domain Applicants may be citizens or legal entities of any country, provided that no applicable law precludes persons from those countries from applying for a domain name.

1.1.2   An Applicant who does not belong to one of the following groups:

a) a legal person or a national of a Member State of the European Union, the Council of Europe, the EEA or EFTA, or of a country bordering Hungary

b) a natural person with a permanent residence permit or a residence permit in Hungary,

is eligible to apply if it carries out or starts an economic or other activity that justifies the use of a .hu domain name. Upon request by the Registry or the Registrar, they shall provide appropriate evidence to that effect.

1.1.3   Only natural persons over the age of eighteen years may apply for a domain, except in the case provided for in Section 3.8.2 (application by heirs).

1.2   General rules for domain name registration

1.2.1   Initiating the registration of a domain name

1.2.1.1 Registration shall be subject to the Registrant applying for the domain name with one of the Registrars of their choice, in accordance with the contractual terms and conditions of the Registrar concerned. The contractual conditions of the Registrar shall not be in conflict with the provisions of the Policy. In the event of a deviation, the provisions of the Policy shall apply to the legal relations arising from the application for and use of the domain name concerned.

1.2.1.2 The right to submit an application for domain registration to the Registry shall be exercised by the Registrar, who has acquired the right to do so on the basis of a contract with the Registry and who acts on the basis of the Applicant's mandate to that effect.

1.2.1.3 The Registrar shall be entitled to make the domain name application and maintenance service subject to the payment of fees. The Registrar's obligation to pay the fees shall arise towards the Registry upon the registration of the application in the Registry.

1.2.1.4 The Applicant must ensure that the requirements of the Policy are met at the time of application.

1.2.2   How to apply for a domain

1.2.2.1 In connection with the application for a domain, the Applicant shall provide the Registrar contracted by them with the domain name chosen, the requested registration period, the fact that they are a natural or legal person, and the data of the category to which they are subject from the following:

a) Natural Person Applicant: name, postal address, notification email address, notification telephone number, authentication factor(s) (this may be the same as the notification email address or telephone number) and, at the Applicant's option: mother's name and/or date of birth and/or ID number together with the expiry date. For Claimants under 1.1.2, the Claimant must also provide their nationality and identity document number. This may be: identity card, passport, driving licence, permanent residence or residence permit.

b) Legal person Applicant: name, postal address, notification email address, notification telephone number, tax number or registration number, authentication factor(s) (this may be the same as the notification email address or telephone number)

c) The deceased Registrant's heir as Applicant: name, postal address, notification email address, notification telephone number, authentication factor(s) (which may be the same as the notification email address or telephone number, and, at their option: their mother's name and/or date of birth and/or ID number with expiry date; and: probate or succession certificate or declaration of succession.

d) Administrative Contact (if provided, and if different from the Applicant): name, notification email address, notification telephone number, tax number in the case of a legal entity.

1.2.2.2 When applying for a domain, the Applicant shall declare that:

a) the information provided is accurate, and

b) accepting the provisions of the Policy and that it will be bound by them throughout the duration of the domain application and maintenance; and

c) submits to the decisions of the ADR Forum by maintaining the domain name, and

d) that you have read the Privacy Notice and that you consent to the processing of your personal data in accordance with the Privacy Notice.

Declarations shall be made by the Registrant to either the Registrar or the Registry, at the Registrar's discretion.

1.2.2.3 The Registrar shall acknowledge receipt of the application and forward it to the Registry Database:

a) all the information needed to submit an application,

b) the fact of making or not making the declarations referred to in point 1.2.2.2,

c) whether or not individual contact data have been confirmed.

The time of the application is the moment, as determined by the computer time stamp, at which the application is registered by the Registry's computer registration system.

1.2.2.4 Obligation of retention

The Registrar is obliged to keep the data and declarations provided to it at the time of application, archived on paper or in electronic form, for one year from the date of termination of its legal relationship with the Registrant.

1.2.2.5 The Registrar shall be liable to the Registry in the event of any deviation from the rules on the recording, transmission to the Registry Database and retention of the mandatory data in the course of the application.

1.2.2.6 The data provided during the application process and any additional information provided will be processed and made available to the public or third parties by the Registry in accordance with the Privacy Notice. The Registrar is responsible for the accurate recording of the data provided by the Applicant in the Registry Database.

1.2.3   Management of the application

1.2.3.1 The Registrar shall inform the Applicant without delay of any problems arising in the administration of the application and shall act in consultation with the Registrar in dealing with the problem in accordance with the provisions of the contract concluded with the Registry and the Policy.

1.2.3.2 The Registry shall promptly commence the processing of claims recorded by the Registrar in the Registry Database.

1.2.3.3 The Registry shall check the existence and consistency of the data, the existence of the declarations and the confirmed nature of the data in accordance with point 1.2.2.3 of the Policy:

a)   If it detects any deficiencies in the data provided, it shall notify the Registrar thereof, stating the reason, preferably within one working day. The Registrar shall have 30 days from the date of registration of the application in the Registry Database to remedy any deficiencies or to withdraw the application in consultation with the Applicant. If the Registrar fails to remedy or correct the deficiency() within this period the application shall be automatically cancelled.

b)   If the Applicant has not yet made the declarations referred to in point 1.2.2.2, the Registry will carry out the procedure for making the declarations with the Applicant.

c)   If the Registrar has not confirmed any of the contact data of the Applicant, the Registry will carry out the appropriate confirmation procedure with the Applicant.

1.2.3.4 The Registry shall check the compliance of the application with the requirements set out in points 2.2.2(a), 2.2.2(b), 2.2.3, 2.2.4 and 2.2.5 of the Policy. If the application does not comply with these requirements, the Registry will reject the application or request the Registrar to correct the application.

1.2.3.5 The Registry will evaluate whether the application does not violate paragraph 2.2.2. c) of the Policy (misleading domain name).

a)   If the Registry considers that the application does not violate Section 2.2.2. c) of the Policy, the domain will be conditionally registered.

b)   If the Registry detects a potential conflict with Section 2.2.2(c) of the Policy, it shall notify the Registrar that the Registrant must submit a digitally signed Declaration of Good Faith to the Registrar in accordance with the sample published by the Registry, with a deadline to allow the Registrar to remedy the deficiency in accordance with Section 1.2.3.3. Until the Applicant does not provide the declaration or provides an inadequate declaration, the domain applied for shall not be registered. Upon the expiry of 30 days from the date of application without result, the domain shall be deleted.

c)   If the Registrant makes the Declaration of Good Faith, and if the Registry finds it to be in good form and substance, the domain will be conditionally registered.

1.2.3.6 A conditionally registered domain name will be publicly advertised by the Registry on its website for 8 days in the list of domain names awaiting registration.

1.2.3.7 If a complaint against the published claim is filed through the Unified Complaint Management System during the publication period, the domain will be registered or the Registry will cancel the application, depending on the outcome of the alternative dispute resolution procedure (Procedure of the Domain Decision Maker). The claim will also be cancelled if the Complainant does not respond to the complaint within the deadline of 8 days after the notification of the complaint.

1.2.3.8 If no objection to the claim is filed during the period of advertisement, the domain will be registered.

1.2.3.9 The Registry shall not be held liable for the registration of a domain name that does not comply with the Policy. The choice of the domain name is the sole responsibility of the Registrant, as set out in Section 2.3 of the Policy.

1.2.3.10 If, in certain cases, the Registry refuses to fulfil the claim due to non-compliance with the Policy, it cannot be held liable for this. In the event of a refusal by the Registry, the Applicant may request the ADR Forum to arbitrate the Domain in accordance with the Dispute Resolution Procedural Rules.

1.2.3.11   Domain name public data (whois)

The Registry's website shall make publicly available at least the following information regarding domain names that are conditionally registered, registered or in the redemption period:

  a) the domain name,
  b) the status of the domain name,
  c) the names of the domain name servers,
  d) the name, notification telephone number and email address of the Registrant, provided that they do not contain personal data
  e) the name (if different from the Registrant), telephone number and email address of the Administrative Contact, if these do not contain personal data,
  f) the date of registration and expiry of the domain,
  g) the fact whether the domain is delegated or not,
  h) the Registrar and its contact details,
  i) the Registrar's registered reseller (if any) and its contact details.

2. The domain name

2.1   Formal requirements for the domain name

2.1.1   The domain name can consist of at least 2 characters and up to 63 characters[1].

2.1.2   Characters to use in the domain name:
  a) lower case letters of the Latin alphabet without accents: a-z,
  b) the Hungarian accented lower case letters: á, é, í, ó, ö, ő, ú, ü,,
  c) numeric characters: 0-9,
  d) the hyphen: -

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[1] Visible domain names appear shorter because of the accented characters due to punycode.

2.1.3   There must be no hyphens at the beginning or end of the domain name. The domain name shall not contain two consecutive hyphens as the third and fourth characters.

2.1.4   Applications that do not comply with the formal requirements will not be accepted by the Registry.

2.2   Other criteria for the domain name

2.2.1   The Applicant shall be free to choose the domain name applied for within the limits of the law and the Policy, but shall exercise the utmost care to ensure that the domain name chosen by them, their application or their use does not infringe the rights of any other person or entity (e.g. right to name privacy, right of personality, right of patronage, intellectual property right, etc.). The Applicant is expected to check the business register and the main trademark databases[2].

2.2.2   No domain name may be chosen and used which is suspected of having the following meaning and/or use:
   a) unlawful, or
   b) incite hatred or fear, or
   c) deceptive.

2.2.3   You may not select a domain name that:
   a) is already registered, or
   b) is one of the protected names published on the Registry's website.

2.2.4   .hu domain name registration:
   a) in the case of settlements in Hungary that have a local government, only the local government is entitled to choose a domain name that is identical to the name of the settlement (in Hungarian and in the language of the local national minority, if there is such an official settlement name)
   b) only the official representative of the country concerned is entitled to choose a domain name that is identical to the name of the country (in Hungarian or English).

   This restriction does not apply to the registration of a domain name under a second level public domain.

2.2.5   For registration under the public domain tm.hu, only domain names that are trademarks of the Applicant may be chosen.

2.3   Responsibility for the choice of domain name

2.3.1   The Applicant or Registrant is solely responsible:
   a) for the choice, meaning, use and consequences of the domain name,
   b) the legality of the choice and use of the domain name,
   c) for damage caused by the choice or use of a domain name,
   d) For the authenticity of the data submitted to Registry Database.

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[2] The trademark database of the National Intellectual Property Office (E-KUTATÁS) is available here.

2.3.2   The Applicant or Registrant shall:

   a)   to exercise due diligence in choosing the domain name in accordance with point 2.2.1 and to verify the legality of their choice prior to the application,

   b)   voluntarily give up the domain name of your choice if, despite careful procedures, you are infringing someone else's rights by using the domain name you have already registered,

   c)   to replace the Registry and/or the Registrar if any other person wishes to assert a claim against the Registry or the Registrar in relation to the domain name chosen or, if prevented from doing so, to provide them with all assistance in defending their claim,

   d)   to indemnify the Registry and/or the Registrar against any disputes, damages, claims or costs arising from any litigation, damage or claims in connection with the domain name registered to it, the delegation and registration procedure, the choice, meaning or use of the domain name, and otherwise to use their best efforts to ensure that the Registrar or the Registry is not prejudiced.

2.3.3   Subject to compliance with the provisions of the Policy and the provisions of the agreement with the Applicant, neither the Registrar nor the Registry shall be liable for any damage caused to third parties by the choice or use of a domain name.

2.3.4   The Registry shall enforce final or provisionally enforceable court decisions relating to the choice or use of a domain name without litigation. Neither the Registrar nor the Registry may be held liable for the enforcement of a decision (the position or decision of the ADR Forum), a final decision or a decision declared enforceable.

Chapter III: Domain name maintenance

3.   General rules for domain name maintenance

3.1   The maintenance of a domain name is subject to the condition that the Registrant has a valid maintenance contract with the Registrar and that the Registrar records the existence of such contract in the Registry. The terms and conditions of the agreement shall not be in conflict with the Policy. The Registrant shall comply with the terms and conditions of the current Policy at all times during the registration and maintenance period. The domain maintenance contract and the right to use the domain name based on it shall terminate upon the death or termination without legal succession of the Registrant, irrespective of when the Registrar or the Registry is notified thereof. In such a case, procedures under Sections 3.8.2 or 3.8.3 may be applicable and, ultimately, the domain may be withdrawn pursuant to Section 6.1 j).

3.2   Any modifications to the registration of domain names shall be made only at the will of the Registrant, except for modifications resulting from binding judicial or administrative decisions, modifications resulting from decisions taken in the ADR Forum proceedings, and any other cases that may exist under this Policy and the law.

3.3   Conversion to factor based authentication

The document protection of a domain name can be switched to factor based authentication by the Registrant. This is mandatory before making certain changes in the domain Registry Database. The Registrar may provide the Registrant with two procedures for this purpose:

3.3.1   Switch to factor based authentication with the Registrant's declaration:

   a)   The Registrant shall request the switch by means of a private document with full probative value to the Registrar and at the same time provide the authentication factor(s).

   b)   The Registrar shall forward the application to the Registry Database.

3.3.2   Switch to factor based authentication with Registrant identification:

   a)   The Registrant shall apply to the Registrar for the switch and at the same time provide the authentication factor(s).

   b)   The Registrar shall - after the Registrant has been identified - forward the application to the Registry Database.

The Registrar shall take particular care to identify the Registrant and to ensure that the Registrant's data are accurately transmitted to the Registry Database. The Registrar is solely responsible for these.

3.4   Changes in the factor based authentication

The Registrant requests the modification (increase or decrease) of the number of factors for a domain name to the Registrar, who forwards it to the Registry Database. The Registry shall carry out the modification after the factor based authentication of the Registrant.

3.5   Procedures in the event of loss of control of a domain name (emergency procedures)

If the Registrant loses control of an authentication factor(s) (e.g., their email address or phone number is no longer available), making factor based authentication impossible, the following options are available:

3.5.1   The Registrant shall request the replacement of the authentication factor(s) by default from the Registrar:

   a)   The Registrant shall provide the new factor(s) to the Registrar.

   b)   The Registrar shall transmit the data to the Registry Database after the domain Registrant has been identified.

3.5.2   If the request for the domain authorization code via the Registrar fails for any reason:

   a)   The Registrant can initiate the code request via start.domain.hu. The domain authorization code will be sent to the Registrant after a successful factor based authentication.

   b)   The Registrant can update the domain data, including the authentication factor data, by providing their Registrar the domain authorization code, or may transfer the domain name to another Registrar using the code.

3.6   Changes to the Registrant's details

3.6.1   The Registrant shall be responsible for notifying the Registrar without delay - within 15 days at the latest - of any changes to the data provided under Section 1.2.2.1, in order to ensure that the data are kept up to date. It is the responsibility of the Registrant to ensure that the data used to verify their identity are kept up to date in the Registry Database, otherwise the domain will be withdrawn pursuant to point 6.1. e) of the Policy. It shall be the responsibility of the Registrant to update the e-mail addresses in the Registry Database in such a way that he is informed without delay of any notifications or requests sent to them. Neither the Registrar nor the Registry shall be liable for any damage resulting from the failure to receive the notification

if the Registrant or the Administrative Contact cannot be contacted at the contact email address in the Registry Database.

3.6.2   If the Registrant is a legal entity which commenced its operations prior to its registration or incorporation, the fact of registration or incorporation or the fact of a final order rejecting the application for registration or incorporation shall be reported to the Registrar immediately upon receipt of the order - the fact of rejection shall be reported by the authorized representative or the Administrative Contact.

3.6.3   Changes to the data of the Registrant shall be made by the Registrant notifying the Registrar of the change in the data, who shall forward it to the Registry Database. If the domain name is document protected, in the cases referred to in Section 3.6.4, the modifications shall be made after the domain name is switched to factor based authentication in accordance with Section 3.3.

3.6.4   Data changes require the factor based authentication of the Registrant in the following cases:

a) authentication factor data change (in which case the factor based authentication must be done with both the original and the new factor data),

b) in the case of legal persons: change of tax number, change of name and succession, transformation (e.g. merger, amalgamation, spin-off, etc., but excluding trade, the rules for which are set out in point 7);

c) for natural persons: changes to all personal data recorded, except postal address and notification email address and telephone number

In the case of factor based authentication, the modification of the data is subject to the Registrant's consent.

In the event of a change to data not requiring factor based authentication, the Registrant will be notified of the change by email, either from the Registrar or the Registry, at the Registrar's discretion. The Registrant may cancel the notification by contacting the Registrar.

3.6.5   During the period of maintenance of a domain name, the Registry shall ensure the following tasks for the purposes of verifying the authenticity and integrity of the data of the Registry Database and informing the Registrant:

a) The Registrar shall send the domain name to the Registrant 30 days before the expiry of the domain name, but at least once a year. In the event of incorrect or outdated data, the Registrant shall be obliged to request the correction of the data without delay through the Registrar.

b) The Registry shall, upon the domain Registrant's request, send the domain Registrant the data contained in the Registry. The Registrant shall then request the correction of the incorrect or outdated data without delay through the Registrar.

c) The Registry shall notify Registrants of changes to the Policy 30 days prior to its entry into force.

d) The Registry will notify the Registrant if the domain name has been withdrawn or has entered the redemption period.

3.7   Domain transfer

3.7.1   The Registrant may change Registrar for a registered domain (domain transfer or transfer). By a transfer, the expiry date of the domain shall be renewed by one year. For a period

of 30 days following the transfer, neither a further transfer nor a trade for the domain name in question may be initiated.

3.7.2 If the domain name is document protected, it is necessary to switch to factor based authentication as described in section 3.3 before the transfer.

3.7.3 If the domain name is also protected by a registry lock, the Registrant must unlock it in order to transfer the domain (see Chapter 1, Concepts, Registry lock).

3.7.4 To transfer, it is necessary to request the domain authorisation code from the Registry in advance. This can be done in two ways:

   a) By default, the request for the code is initiated by the current Registrar after the domain Registrant has been identified. The domain authorisation code will be sent to the Registrant after factor based authentication and approval by the Registrant.

   b) If the code request through the Registrar fails for any reason, the Registrant may request the code through start.domain.hu. The Registrant will receive the domain authorisation code from the Registry after successful identification.

3.7.5 The Registrant must conclude a new domain maintenance contract with the new Registrar, by submitting an application in accordance with Section 1.2.2 and by providing the Registrar with the domain authorisation code.

3.7.6 Transfer in the event of termination of a Registrar's contract with the Registry to act as Registrar.

3.7.6.1 If the contract:

   a) is terminated by the Registrar or the Registry by giving notice of termination, no later than half of the notice period, but if half of the notice period would be less than 30 days, then within 30 days of the date of the notice of termination,

   b) is terminated by the Registrar by giving notice of termination, no later than 30 days from the date of the notice of termination,

Registrar is entitled to nominate another person to act as Registrar (New Registrar) in its place. The new Registrar appointed in this way shall replace the old Registrar by transferring the existing domain maintenance contracts with the Registrants or by concluding a new maintenance contract. At the latest at the same time as the old Registrar is appointed as the New Registrar, the old Registrar shall submit to the Registry a written declaration of acceptance of the New Registrar, together with a joint declaration by the old and new Registrar as to whether the domain transfer will be effected by the new Registrar transferring the existing contracts with the Registrants.

3.7.6.2 If a Registrar's franchise contract entitling it to perform the Registrar's activities is terminated and it has not appointed a new Registrar to replace it within the time limit set out in Section 3.7.6.1, or if the said contract is terminated by the Registry with immediate effect, the domain names maintained by it shall be maintained by the Registry on the date of termination of the franchise contract, i.e. a limited maintenance contract is concluded between the Registry and the Registrant on a temporary basis. The change does not imply a change in the identity of the Registrant.

3.7.6.3 The Registry shall inform the Registrants of the domain names concerned of the termination of the Registrar's franchise contract, the list of accredited .hu Registrars, the procedure to be followed and the benefits of contracting with a Registrar. In the selection of a Registrar, the Registry will not provide any more advice or information than is available on the "List of Registrars" page available on its website.

3.7.6.4 For domain name Registrants of domain names maintained by the Registry, the Registry shall provide limited domain name reservation and technical support for the transfer to a Registrar. Elements and limitations of the minimum mandatory service provided by the Registry to the Registrant:

a) The maintenance fee can only be paid by bank transfer. The Registry's maintenance fee is a multiple of the typical market price
b) Name server data in the Registry Database is modified only once a year by the Registry.
c) The Registry does not provide, inter alia: name server services, hosting or email services.

If the Registrant requires services other than those described above, it shall conclude a domain maintenance contract with a Registrar in accordance with clause 3.1 of the Policy.

3.8   Registrant that has ceased to exist without legal successor and has been finally deleted or has died

3.8.1   If the Registry detects that a Registrant has been deleted without legal succession or has died, it shall notify the Registrar(s) of the domain(s) concerned. The Registrar(s) shall have 30 days from the date of becoming aware of the death or deletion without legal succession of a Registrant (irrespective of how it becomes aware of the death or deletion without legal succession) to clarify the situation, during which time the procedure described in Sections 3.8.2 or 3.8.3 may be followed. In the event of failure to resolve the situation in relation to a domain, the Registrar(s) concerned shall record in the Registry the fact of termination of the relevant contract(s).

If, by the end of the 30th day, a Registrar concerned has not recorded in the Registry Database the fact of termination of the contract, the Registry shall do so.

3.8.2   Declaration of heirs' rights

3.8.2.1 The Registrant's heir shall not be the contractual successor of the deceased Domain Registrant (see Section 3.1), but this Policy provides the possibility of claiming priority for the domain name of the deceased within certain limits.

3.8.2.2 The Registrant's heir shall be entitled to apply for the domain name until the domain is deleted - in the event of a lawful and proper application, the domain shall be registered to the heir at the same time as the domain is deleted. The heir shall be required to provide credible proof of their status as heir.

3.8.2.3 If the probate proceedings are still pending and the potential heir has provided credible evidence of this status, the domain will not be withdrawn, provided that the necessary fees for the maintenance of the domain are paid. If the potential heir complies with the above, but the domain has already been withdrawn (not yet deleted), the domain may be reinstated. In the case of pending probate proceedings, the domain maintenance contract may only be concluded for one year (renewable once a year) and in any case it must be certified that the probate proceedings are still pending. The potential heir may not dispose of the domain name other than renewal of the domain. In the case of pending probate proceedings, the Registry Database will indicate that the status of the domain is under settlement.

3.8.2.4 If there are multiple heirs or potential heirs claimants, the order of priority is determined by the seniority of the claims.

3.8.3   In the event that a Registrant has ceased to exist without legal successor in title and has been finally cancelled or has died, only the person (actual user) who, in respect of the domain

name(s) registered in their name, is (are) entitled to submit an application, accompanied by the necessary evidence, provided that no heir or potential heir submits an application pursuant to Section 3.8.2:

1) can prove that the application for the domain was originally made on their behalf or solely for their benefit or use, or

2) declares in a private document, in full knowledge of their criminal responsibility and with full probative value, that:

   a) is not aware of any trade of the domain name to any person by the Registrant in the Registry Database prior to their cancellation or death, and

   b) they have been using the domain name since the death or cancellation of the Registrant,

   provided that the Registrar concerned also declares that it is aware of their criminal liability in the event of the occurrence of the events referred to in this paragraph 2) a).

   When applying for a domain pursuant to this Section 2), the Applicant shall send their declaration to the Registrar in the form of a private document with full probative value, which the Registrar shall keep and transmit electronically to the Registry Database.

3.8.4   If the domain name was used by a natural person and the actual user's claim is justified as described above, the Registry shall publish the domain name together with the fact that it will be registered for the actual user within 30 days, unless the heir or potential heir files a claim for it within this period pursuant to Section 3.8.2. After the expiry of the time limit without result, the domain shall be withdrawn and at the same time registered to the actual user.

Chapter IV: Termination of a domain name

4.   Deletion of a domain name

4.1   If the Registrar decides to terminate the domain maintenance contract, it shall notify the Registrant thereof and record the fact of termination in the Registry Database. The Registrar may also terminate the delegation of the domain in parallel with the termination, in particular if the Registrant fails to pay the registration or maintenance fee to the Registrar within the reasonable period of time specified despite being requested to do so, or if the domain name is used in a manner contrary to the provisions of the Network Usage Guidelines[3], in particular in violation of Section 4 thereof, for sending unsolicited mail or for offering goods or services advertised in unsolicited mail under the domain name.

4.2   If the Registrant's domain maintenance contract terminates with the Registrar for any reason whatsoever, they shall conclude a new maintenance contract with a Registrar of their choice in order to maintain the domain.

The new maintenance contract shall be concluded by the Registrant with the new Registrar within a period of time sufficient to enable the Registrar to record the conclusion of the new contract in the Registry Database within 30 days of the date of termination of the previous contract as recorded in the Registry Database.

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[3]] The Network Usage Guidelines document is available here.

5. Suspension of the domain name

5.1   A domain name shall be suspended by the Registry if:

a) A provisionally enforceable preliminary injunction issued by a court or public authority prohibiting the Registrant from using the domain, or other enforceable court or administrative decision or final judgment.

b) The authority has reasonable grounds to suspect that the choice or use of the domain name constitutes a criminal offence.

c) The ADR Forum decision requires this.

d) From the circumstances, it can reasonably be concluded that the information provided by the Registrant at the time of application to verify their identity was not true.

e) The Registrant has not given their consent to the processing of personal data of the natural person designated by them as Administrative Contact.

f) If the Registrant breaches the terms of their Declaration of Good Faith.

5.2   The Registry may suspend a domain name if:

a) the Registrant fails to ensure that the domain complies with the requirements set out in the Policy, despite having been requested to do so,

b) the use of the domain causes technical disruption to the operation of the Internet or seriously compromises the security of users.

5.3   The Registry shall not suspend or withdrawn a domain name if the Registrant complied with the criteria set out in Section 1.1 at the time of applying for the domain name, but for reasons that have subsequently arisen, the Registrar no longer complies only with this Section of the Policy.

5.4   In the event of suspension, the domain is technically non-functional, but the identity of the Registrant remains unchanged.

6. Withdrawal and deletion of a domain name

6.1   Only the Registry is entitled to withdraw or delete a domain name. The Registry shall withdraw the domain name and notify the Registrar and the Registrant thereof if:

a) The Registrant waives the use of the domain by means of a declaration to the Registrar with full probative value or by means of an authentic instrument.

b) The application for the official registration or registration of a legal person listed in the Registry Database as a Registrant has been rejected by a final decision.

c) The Registrar or the Registry shall record in the Registry Database that the domain maintenance contract has been terminated or cancelled, and within 30 days no Registrar shall record in the Registry Database that it has concluded a contract with the Registrant for the maintenance of the domain.

d) A suspension has been imposed under point 5.2 and the reason for the suspension has not been removed within 30 days of the date on which the suspension began.

e) The Registrant has not ensured that the data entered in the Registry Database to identify and contact them are real and up-to-date. The domain shall only be withdrawn if, after the Registry has become aware or suspects that the domain

Registrant or their data are not accurate, Registry's request to the domain Registrant or the Registrar to provide accurate data remains unsuccessful after 15 days.

f) The Administrative Contact has not given their consent to the Registrant to the processing of their personal data. The domain shall thus be withdrawn if the Registry's request to the Registrant or the Registrar to change the Administrative Contact or to process the data lawfully remains unsuccessful after 15 days.

g) The absence of a domain application or maintenance contract or of a legal declaration of acceptance of the Policy is discovered.

h) An enforceable decision or final judgment of a court or public authority declaring the registration, choice or use of a domain name to be unlawful, or ordering the deletion of the domain name, or such a decision prohibiting the Applicant from using the name or designation identifying the domain name.

i) The decision of the ADR Forum so provides, and within 30 days from the date of service of the decision the Applicant does not provide the ADR Forum with evidence that he has brought the matter before a court.

j) The Registrar or the Registry has recorded the termination of the contract in the Registry Database pursuant to Section 3.8.1, and within 30 days no Registrar shall record in the Registry Database that a maintenance contract for the domain name has been concluded with a person pursuant to Section 3.8.2 or 3.8.3, accompanied by the necessary evidence.

k) A suspension has been made pursuant to 5.1 f) and the Registrant fails to remove the reason for the suspension within 15 days of the Registry's request to do so.

6.2   The withdrawal of the domain name is followed by the deletion of the domain name, after which the name can be freely applied for again.

6.3   Deletion of a domain name due to withdrawal under any of the clauses 6.1 c), d), e), f), g), j) shall be preceded by a redemption period of 30 days, during which the domain shall be published in the public list of domain names being in the redemption period. During the redemption period, only the following persons shall be entitled to apply for the domain name or for its restoration, accompanied by the necessary supporting documents, in accordance with point 1.2.2:

1) the Registrant registered at the time of withdrawal, or

2) the heir or potential heir of the registered former Registrant pursuant to point 3.8.2, or

3) the actual user as described in 3.8.3.

In the case of subsection 1) above, it is not necessary to submit a new application and to switch the document protection to factor based authentication, if the identity of the Registrar and the data of the Registrant as described in clause 3.6.4 remain unchanged and these parties agree to maintain their previous regular domain maintenance agreement in force.

A claim by a person under subsection 3) above may only be met if the person under subsection 1) or 2) has not submitted a claim or a restoration claim.

6.4   If the domain is restored or registered as provided for in this clause, the date of the registration of the domain in the Registry Database shall remain unchanged, however, a one-time fee and an additional one-year renewal shall be paid, so that the expiry date of the domain will be extended by one year.

6.5   If the domain name has been withdrawn on the grounds of clause 6.1 h) or i) and in order to protect the rights of a legal or natural person, the deletion of the domain name shall be followed by a 30-day redemption period, during which only the person at whose request or in order to protect their rights the withdrawal was made shall be entitled to submit a new application for the domain name in question.

7. Trade of the domain name

7.1   The Registrant is entitled to terminate the domain maintenance agreement (and the resulting right to use the domain) by simultaneously having another Applicant of their choice submitting a new application for the same domain name (trade), provided that such new application is subject to:

a) The new Applicant shall submit a domain application to a Registrar for the maintenance of the domain in accordance with Section 1.2.2 and shall conclude a contract in accordance with the contractual terms and conditions of the Registrar concerned.

b) If the current Registrant has made a Declaration of Good Faith in connection with the application for the domain, the new Applicant shall also be obliged to make the declaration, if the Registry is of the opinion that the suspicion of fraud also exists in the case of the new Applicant.

c) If the domain name is protected by a document, the trade must be preceded by a switch to factor based authentication as described in section 3.3.

d) If the domain name is protected by a registry lock, the Registrant must unlock it in order to complete the trade it (see Chapter 1, Concepts, Registry lock).

7.2   Cases of trade

7.2.1   Directed trade:

1) In this case, the new Applicant may only submit an application in accordance with Section 1.2.2 of the Policy to the current Registrar of the domain, providing the data of the current Registrant in the Registry Database in accordance with Section 1.2.2.

2) The Registry shall conduct a factor based authentication with the current Registrant, during which the Registrant may approve the trade.

7.2.2   Open trade:

1) For this type of trade, it is necessary to request the domain authorisation code from the Registry. This can be done in two ways:

a) The request for the code will be initiated by the Registrar of the current Registrant by default after the identification of the Registrant. The current Registrar will provide the domain authorisation code to the current Registrant after factor based authentication and approval.

b) If the code request through the Registrar fails for any reason, the Registrant may initiate the code request through start.domain.hu. The Registrant will receive the Domain Authorisation Code from the Registry after successful identification.

2) The current Registrant shall give the domain authorisation code to the new Applicant, who shall submit the domain application in accordance with Section 1.2.2 of the Policy together with the domain authorisation code to a Registrar of their choice within the expiry period of the domain authorisation code.

7.3   Other consequences of the trade:

a) For 30 days after the trade, neither a new trade of the domain name nor a transfer may be initiated.

b) The trade shall take effect on the date of the new registration. Upon entry into force, the domain maintenance contract of the old Registrant shall automatically terminate.

c) The trade will not affect the expiry date of the domain.

7.4   A court or the ADR Forum may decide to transfer the domain name to a Complainant. The transfer of the domain may only take place in the case of such a decision or resolution if, as a result of the transfer, the person who has the right to use the domain meets the conditions for applying for the domain under the Policy and the decision or resolution is sent to the Registrar by the Registrar or by other means.

7.5   During the pending alternative dispute resolution or judicial proceedings concerning the domain name, the Registry shall restrict the trade of the domain until the proceedings are completed, during which period the domain may be traded only to the Complainant or the plaintiff. The Registry shall not verify the fact of the pending proceedings, except as provided for in Section 8.2, and it shall be the responsibility of the interested party to provide the Registry with proof thereof.

Chapter V: Disputes

8. Rules on disputes

8.1   In the event of a dispute between the Registrar and the Applicant regarding compliance with the Policy, the Registrar or, if the Registrar so requests, the Registry shall have the final say. In the event of a dispute between the Registrar and the Registry, the position of the Registry shall prevail.

8.2   The fact of a dispute concerning a domain name shall be recorded by the Registry in the Registry on the basis of a request to that effect by the party initiating the proceedings or on the basis of a court decision. In the event of such a request, the trade of the domain shall be restricted in accordance with Section 7.5.

8.3.   In disputes relating to the application and use of domains, the following procedures of the ADR Forum may be used:

a) Domain name arbitration can be initiated in disputes arising prior to the registration of the domain name,

b) in disputes relating to the withdrawal or trade of a domain name from the Registrant following the registration of the domain, a Registration Decision Maker procedure may be initiated,

c) the Hotline Decision Making Forum is competent to deal with disputes arising from unlawful content published under registered domain names.

The detailed rules for these procedures are set out in the Dispute Settlement Procedural Rules.

8.4   Complaints against any Registrar, the Registry or the ADR Forum may be initiated through the Single Complaint Management System. The detailed rules of the procedure are set out in the Dispute Resolution Procedural Rules.

8.5   Following the decision of the ADR Forum, the court proceedings initiated by the Registrant shall be initiated against the person who initiated the alternative dispute resolution procedure (the Complainant). Neither the Registrar, nor the organisation maintaining the ADR Forum, nor the decision-maker involved in the decision may change the decision. The Registry shall restore the status quo ante in the event of an enforceable court decision upholding the Registrant's claim.

8.6   The Registrar and the Registry shall submit to the decision of the ADR Forum and shall act in accordance therewith in matters of domain registration, withdrawal and trade of domains already registered. Neither the Registry nor the Registrar shall be liable for implementing the decision of the ADR Forum. As a result of the ADR Forum procedure, a decision may be taken in the cases provided for in the Rules of Procedure that only the Complainant is entitled to apply for the domain for a limited period of time - the Registry and the Registrar shall cooperate in the implementation of this decision.

8.7   The application/use of the domain is in breach of the Policy, in particular if:

a) the domain name is, at the time of its application, identical or confusingly similar to a name protected for the benefit of the Complainant by an applicable Hungarian or Community law,

or

b) the domain name is, at the time of its application, identical or confusingly similar to a name which the Complainant is entitled to use under Hungarian or Community law,

and if:

c) the Complainant applied for the domain name without having any right or legitimate interest in the name/designation,

or

d) the Complainant has claimed the name in bad faith or is using it in bad faith.

Chapter VI: Other provisions

9.   Minimum requirements for the technical functionality of the domain

In order for a domain to be delegated, i.e. to be technically functional, the Applicant or Registrant must ensure that the technical requirements set out below are met at all times during the period of delegation, as follows:

9.1   At least two domain name servers with a permanent IPv4 or IPv6 connection to the Internet must be continuously available and operational, responding authentically to requests on TCP and UDP ports 53 for the domain name.

9.2   The domain name servers should include at least two servers with independent permanent Internet network availability over IPv4.

9.3   The SOA record of the given domain zone should be syntactically correct.

10. Administrative Contact

10.1   The Applicant or Registrant shall be entitled to designate an Administrative Contact for matters relating to the registration, delegation, maintenance or use of the domain

10.2   The Applicant or Registrant shall be solely responsible for ensuring that the Authorised Administrative Contact assumes the obligations inherent in this task. Where the Administrative Contact is a natural person other than the Applicant or Registrant, the Applicant or Registrant shall ensure and be responsible for the truthfulness and authenticity of the data and for the lawfulness of their processing and transmission to the Registry Database.

10.3   The Registry and the ADR Forum shall also send their official notifications and invitations addressed to the Applicant or Registrant to the e-mail address of the Administrative Contact indicated in the Registry Database.

10.4   Both the Administrative Contact and the Registrant shall have the right to request the deletion of the Administrative Contact at any time. If the Administrative Contact requests the deletion, the Registrar shall inform the Registrant accordingly.

11. Miscellaneous provisions

11.1   The Applicant or Registrant shall indemnify the Registry and/or the Registrar against any disputes, damages or claims arising from any costs related to the registration procedure, the choice, meaning or use of the domain name, as well as the lack of consent of the natural persons designated by the Registrant as Administrative Contacts to the processing of personal data of the Registrant and/or the Registrar, and shall otherwise do everything in their power to ensure that the Registrar or the Registry does not suffer any loss of interest. Neither the Registrar nor the Registry shall be held liable for compliance with the Policy, the enforcement of an ADR decision, final decision or a decision declared enforceable.

11.2   Communication between the parties: in the course of domain registration procedures (e.g. application, modification, termination, trade, etc.), the administration is usually carried out electronically. Notifications sent by e-mail shall be deemed to have been received by the addressee until proven otherwise. The sender is responsible for the authenticity of the electronic documents sent in this way and the addressee is responsible for their receipt at the e-mail address provided by the addressee. In the event of acceptance in the context of factor based authentication in accordance with this Policy, the declaration shall be deemed to have been made. In the absence of a digital signature, e-mails generated in the course of communication between the parties in connection with the administration of the domain shall be deemed to be a written document and authentic, the content of which shall be deemed to be identical to the original, unaltered, and capable of being relied upon by either party as a basis for a valid claim, unless the contrary is proved.

11.3   The domain application and maintenance agreement may be concluded as a bundled agreement. Either agreement shall be invalid without any declaration by the Applicant or Registrant that they are aware of, accept and be bound by the provisions of the Policy and the Privacy Policy, and any terms and conditions that are contrary to the Policy shall be null and void. The Applicant or Registrant shall keep the contract and, in the case of a contract concluded by electronic means, its confirmation sent by electronic means, for the duration of the domain maintenance. The Registrar shall not be under any contractual obligation and shall therefore not be liable if it does not wish to conclude a contract for the registration or maintenance of a domain.

11.4   In the course of the application for and use of a domain name, the Registrar or the Registry may verify the eligibility and authenticity of the persons concerned (Applicant, Registrant, transferor, transferee, Administrative Contact, etc.), based primarily on:

a) evidence of control over authentication factors

b) for a natural person:

   i.)   identity card, passport, driving licence,
   ii.)   a residence and permanent residence permit in Hungary,
   iii.) proof of address,
   iv.)   a document proving your citizenship of a Member State of the European Union, the Council of Europe, the EEA or EFTA, or of a country bordering Hungary,
   v.)   a document justifying the use of the .hu domain name,
   vi.)   date of birth,
   vii.) mother's name.

c) in the case of a legal person:

   i.)   the relevant official (administrative, notarial, chamber or court) decision, registration order, official document certifying the establishment, registration or registration of the legal person, or official documents certifying the authenticity of the registration or, in the absence of such documents, the initiation of the registration or registration procedure,
   ii.)   a document (e.g. a specimen signature or specimen signature prepared by a lawyer) proving the right of representation of the person making the declaration on behalf of the legal person,
   iii.) a document proving your tax number.

d) in the case of the proprietor of the trade mark, the document proving the proprietorship of the trade mark,

e) electronic certificate,

f) Document proving economic activity within the European Union.

11.5 The provisions of this Policy relating to legal persons shall apply mutatis mutandis to sole proprietorships and other non-natural persons without legal personality (e.g. sole proprietorship, partnership).

11.6   In the case of previously registered domain names, the legality of the registration at the time of registration shall be assessed in accordance with the registration regulations previously in force, while subsequent activities related to the domain name shall be governed by the rules in force at the time.

11.7   These Policy shall be governed by Hungarian law.