

## GENERAL TERMS AND CONDITIONS FOR REGISTRATION OF DOMAIN NAMES

1. The present Terms determine the general terms and conditions (hereinafter referred to as the “General Terms”) for Domain names (hereinafter referred to as the “Domain Name”) registration (hereinafter referred to as the “Service”) in the unified global system of computer networks (hereinafter referred to as the “Internet”) by “MTS Armenia” Closed Joint Stock Company (hereinafter referred to as the “Operator”), acting under the name of “VivaCell-MTS” and other trademarks which is authorized by the respective registering rightholder.
2. The present Terms are defined as per the rules for Domain Name registration set forth by “Internet Society” Non-Governmental Organization and in case of any contradictions the latter shall prevail over the former.
3. The entity (physical or legal entity) responsible for the Domain Name registration (hereinafter referred to as “Client”) by signing the Application for Domain Name registration (hereinafter referred to as the “Application”) undertakes to follow and comply with the requirements of the General Terms envisaged by points 1 and 2 above.
4. The minimum period of Domain Name registration and/or reregistration shall be 1 (one) year.
5. The price for Domain Name registration and/or reregistration is presented on the official website of the Operator ([www.mts.am](http://www.mts.am)).
6. The price for Domain Name registration and/or reregistration envisaged by point 5 above is paid as an advance payment as per the following procedure:
  - 6.1. For Domain Names yet to be registered, the price envisaged by point 5 above shall be paid at the moment of registration in cash or by bank transfer before the Service provision,
  - 6.2. For reregistration of registered Domain Names, the payment shall be done at least 5 (five) working days prior to the expiry date.
7. In case of failure to pay within the time frames specified in point 6.2. above, the Domain Name shall be in ‘on hold’ status within 30 (thirty) calendar days, then for another 15 (fifteen) calendar days it shall be in ‘disabled’ status after which it shall be subject to free registration by third parties.
8. The payments for Domain Name registration or reregistration shall be made in cash as well as by bank transfer to the account of the Operator, furthermore, the set amount is considered as paid from the moment when it is handed to the Executor or is transferred to the bank account of the latter.
9. Domain Name registration and/or reregistration shall be carried out in the service centers of the Operator within 5 (five) working days after the application for registration/reregistration completed by the Client is approved and the respective payment is made.
10. Popular abbreviations, names of national value, names of well-known brands, names or nicknames of celebrities cannot be registered as Domain Names without the respective supporting document/consent of the rightholder.

11. Only Latin digits 0-9, the dash and ASCII English letters are allowed for the Domain Name in .am TLD. .huy Domain Name can contain only Latin digits 0-9, the dash and Unicode Armenian characters with the exception of the letter 'u' (0587).
12. In case of changes in the requisites and data of the Client, the Operator shall make all the necessary changes within 5 (five) working days.
13. The Client acknowledges that the Domain Name for the registration/reregistration of which it has applied does not infringe on intellectual property rights of third parties, as well as bears responsibility for all the consequences that may occur as a result of the registration of the required Domain Name.
14. The Client is obliged to submit to the Operator the accurate data required as per the Application as well as all the necessary documents.
15. The Client is not permitted to use the Domain Name for spreading spam, and/or any illegal or inappropriate purposes (to stir up an ethnic, religious discord, to abet in international terrorism, to promote violence, to boost up pornography, to support trafficking, to spread computer viruses) as well as implementation of other actions contrary to the RA legislation and rules set by “Internet Society” NGO.
16. The Client hereby undertakes to comply with the requirements of anti-corruption legislation and not to engage in any activities that may breach the requirements of anti-corruption legislation, in connection with performance of its rights and obligations pursuant to the present General Terms, including (but not limited to) solicitation, approval, promise or transfer of any unlawful payments, including (but not limited to) bribe, in monetary or in any other form to any natural or legal persons, including (but not limited to) commercial organizations, government and autonomous bodies and their officers, private companies and their representatives.
17. In case the Client breaches its obligations stipulated by point 16 of the present General Terms, the Operator is entitled to unilaterally resile from the fulfillment of General Terms through extrajudicial procedures. The Operator shall not reimburse the damages incurred by the Client in case the present General Terms are terminated as per the given point.
18. 18. In case the Client fails to meet the payment obligation, the Operator shall be entitled to unilaterally terminate the contract concluded with the former.
19. 19. In case the Client fails to meet the obligation under point 15 above, the Operator shall be entitled to unilaterally terminate the contract concluded with the former.
20. The Operator is entitled to refuse to render the Service, if:
  - 20.1 The given Domain Name is already registered by third parties;
  - 20.2. The registration of the given Domain Name contradicts the rules for Domain Name registration defined by “Internet Society” Non-Governmental Organization;
  - 20.3. The registration of the given Domain Name may cause damage to the Operator, the rights of “Internet Society” NGO or others;
21. The Client is entitled to demand any allowed change in connection with the data of the registered Domain Name related thereto by submitting respective documents.

22. The Operator bears no responsibility for the interruptions occurred during the maintenance and/or delay in updates.
23. The Operator shall bear no responsibility for failure to fulfill or delay in fulfillment of obligations under the present Contract, if such failure was caused by the impact of force-majeure circumstances not depending on the Operator, such as natural disasters, fire, flood or other disasters, activities of the government, emergency situations in the country, public disorders, riots, wars and strikes. Upon the occurrence of the said circumstances, within 5 days after from the moment of emergence of such circumstances, the Operator undertakes to inform the Client of the impossibility to perform the contractual obligations thereof, after which the Parties shall terminate the contract or renew it for a corresponding period by mutual consent.
24. In case of failure to fulfill their obligations, the Parties shall be liable in compliance with the RA legislation in force.
25. All the data included in the application, as well as registration dates of Domain name, except for the password are not deemed confidential and can be posted in open directories or otherwise become available to any person, if the Customer failed to select "Confidentiality of data" additional service and to include it in the Application. In this case the field of Customer data in open public directories shall display only DNS data.
26. Payments made by the Client are not subject to recalculation and/or refund regardless of the grounds and conditions for termination of the present contract.
27. Relations of the Parties in connection with the Services are regulated according the legislation of the Republic of Armenia.
28. The Parties shall seek to resolve any emerged dispute through negotiations and discussions and in case of failure to come to mutual agreement, such disputes shall be passed on to the authorized courts of the Republic of Armenia.