

Agreed:
Director of Kazakhstan
Network information center
28 August, 2015
SH Gussev P.



Approved by the Order of
Kazakhstan Association
of IT Companies
No 22 of 22 August, 2015
Issin N.



Regulations for Registrar accreditation (with changes as of October 9, 2015)

1. General conditions

1.1 These Regulations for accreditation of entities as a registrar of domain names in the top-level domains (hereinafter - Regulations), whose administration is implemented by Kazakhstan Association of IT Companies (hereinafter - Administrator) establishes rules for the submission and approval of applications for accreditation from an organization applying for accreditation as a domain name registrar (hereinafter - Applicant).

1.2. Accreditation means the Administration verify and accept competence of the applicant to register the second level domain names in TLD, whose administration is exercised by the Administrator.

1.3 The applicant may apply for accreditation as a registrar of the top-level domain .kz, and top-level domain .kaz.

1.4 Objectives of accreditation:

1.4.1. provide stability and security of the Kazakhstan segment of the Internet, development of domain name registration system ,;

1.4.2. provide trust of users to the activities related to the registration of domain names;

1.4.3. provide equal access for users to the domain name registration services;

1.4.4. improve the quality of services related to the domain names registration

2. Requirements to the accredited organization (Registrar):

2.1 The Registrar shall:

- Be a legal entity registered in accordance with the current legislation of the Republic of Kazakhstan.

- have sufficient experience in registration and support of domain names, hosting service, providing access to the Internet, etc.;

- have qualified personnel (a list of employees with proof of qualification is provided);

- have at least two DNS servers with a certain reputation (provide hosting of domain names at least 2 years in a row);

- have own website with a description of services, procedures, registration agreement, and preferably automated customer service in a mode on-line.

2.2 The Registrar shall provide, publish and promptly update on his website dedicated to the registration activity, complete and accurate information:

1) contact details of the Registrar:

- full and abbreviated name;
- location of the office (legal and actual address) and driving directions;
- full postal address ;
- work hours of the Registrar office;
- contact phone numbers and fax numbers
- e-mail addresses of a remote customer service;
- work hours of the remote customer service.

2) documentation for users, which describes the following procedures:

- conclusion of a contract of registration services;
- domain name registration;
- prolongation of the domain name registration;
- registration of the expired domain names (if provided);
- domain name delegation, change of DNS servers ;
- change of data (contact and identification data) of a domain name Administrator;
- transfer of a domain name;
- transfer of a domain name support to another registrar;
- receive support of a domain name from another registrar;
- Cancel of a domain registration;
- resolution of domain name disputes.

3) references to the rules and other documents of the Administrator, regulating activities of the Registrar;

4) prices and other significant conditions of services.

2.3 The Registrar is obliged to keep the full information about implemented procedures relating to the registration of domain names during three (3) years from the date when procedure is completed.

2.4. The Registrar is obliged to provide:

2.4.1. storage of electronic and paper documents with the ability to search and retrieve information related to the domain name and (or) the administrator.

2.4.2 Conditions which ensure the safety of information on physical media in cases of emergency (fire, flood, etc.).

2.5 The Registrar shall keep principle of fair competition, preventing dumping prices for the services of registration and support of domain names.

2.6. The Registrar is obliged to ensure the stable functioning of hardware, software; have backup tools which provide full data recovery in case of any failures of a system.

2.7. The Registrar is obliged to have the means of protection against acts of the third parties to obtain unauthorized access to the hardware-software complex of the Registrar.

2.8. The Registrar is guided by the Rules of distribution of the address space of the Kazakhstan segment of the Internet and other normative documents duly approved.

3. Procedure for accreditation

3.1 An applicant submits to the Administrator of TLDs Application (an application, a form, an agreement) for accreditation as a Registrar (Appendix 1,2) (<http://itk.kz/node/714>, <http://nic.kz/srs/accreditation.jsp>).

3.2 When completing Application for accreditation it is necessary as much accurate as possible describe the item "business opportunities." It is also necessary to submit the following documents:

- A copy of the Certificate of state registration of a legal entity;
- A copy of the Certificate of a taxpayer;
- A copy of the Certificate of VAT registration;
- A copy of the Certificate of working capital or a bank statement of the last fiscal period;
- A copy of the current insurance policy.

All these documents must be sent via regular post and e-mail including the materials specified in Appendix 2, which confirm the technical readiness of the information system of the applicant and qualification of the staff to provide services for domain name registration. When applying, the applicant must learn the relevant regulations. (<http://nic.kz/srs/consensus.jsp>).

3.3 The Administrator considers the application of the applicant within 30 calendar days.

3.4 The Administrator may request additional information on the submitted documents and the applicant is required to provide them within the period specified by the administrator. A period of consideration is extended for a period of submitting additional information.

3.5 After considering all accreditation documents, top-level domain administrator notifies the registry to perform the verification of technical readiness of the information system and the staff of the applicant to work as Registrar.

3.6 The Registry assesses staff qualification and tests information system of the Applicant. The automated system of the Registrar must correspond to the standards of EPP protocol of interaction with the Registrar and the Registry (RFC3730 - RFC3735), the Registry Regulations and specific local extensions of the EPP protocol. When testing is completed the Registry provides testing protocol.

3.7 Based on the test results of information system and assessment of the level of the Applicant staff the Registry issues an opinion on the technical readiness of the applicant and sends its opinion to the Administrator of top-level domains.

The decision on the accreditation of the applicant as a Registrar is taken by the Administrator of top-level domains. If a positive decision, the Administrator of the top-level domain provides the Registrar Accreditation certificate for a period of 3 to 5 years.

3.8 The Administrator makes a decision on accreditation or refusal of accreditation and notifies the applicant within three (3) business days from the date of the decision via e-mail specified in the form of the Applicant, as well as via regular post to the address indicated in the application form of the Applicant.

3.9 The Administrator may decide to refuse accreditation:

- 3.9.1. if during the audit inconsistencies and distortions of the information specified in para. 3.2 of the present Regulations were revealed;
- 3.9.2 if the applicant does not meet the requirements set out in paragraphs. 2.1, 2.3, 2.4, 2.5. hereof;
- 3.9.3. if the organization did not provide the information specified in paragraph 3.4 of these Regulations within the prescribed period.

3.10 If accreditation is approved, the Administrator shall issue an order on the accreditation of the applicant and instructs the Registry to sign with the applicant Accreditation Agreement.

The applicant concludes with the Registry an agreement (Annex 3), which is a model agreement for all registrars participating in the distributed domain name registration .kz. and .kaz. Regulations of the Agreement are an integral part of the Agreement and are binding for all Registrars.

3.11 After the conclusion of the Agreement with the Registry Registrar will be transferred to the

category of the acting registrars and can provide services of registration and support of domain names.

3.12 Registrars-non-residents who have been accredited as a registrar before the introduction of the amended "Rules of accreditation of registrars," have the right to continue its activities if they meet the requirements of these rules and other legal acts of the authorized body and the Administrator of TLDs.

3.13 In the case of name change (including legal form of organization), location Registrar notify the Administrator and the Registry TLDs within one month, and submit an application for renewal of a certificate of accreditation as Registrar with the documents, referred to subparagraphs 2), paragraph 2 of this Regulation.

3.14 In the case of loss of certificate of accreditation Registrar must apply to the Administrator top-level domain for a duplicate certificate of accreditation as Registrar. A duplicate of the certificate of accreditation is issued by the Registrar within 7 working days from the date of acceptance of the application.

3.15 The Registry and the Administrator set a goal to provide the stability of the DNS system, the integrity of the registry of TLDs guarantees of the rights of domain name registrants of .kz, and .kaz domains;

In the cases where the Registrar is unable to fulfill its obligations to the registrant or registrar violates the Rules of allocation of domain space of the Kazakhstan segment of the Internet, the rules of the model agreement with the Registry and other regulatory documents, top-level domain administrator has the right to revoke the certificate of accreditation. In these cases, the temporary maintenance of all domain names of the outgoing Registrar undertakes Registry until Registrants select another accredited registrar.

Applications:

- 1) An application form for accreditation on 1 page
- 2) A worksheet of the applicant on 3 pages
- 3) Model agreement with the Registrar on _ sheets

Application for accreditation as a Registrar

Please accredit _____ (full name of the organization and legal form) as a national top-level domains kz and (or) .kaz Registrar. We are notified of the rules of Accreditation and pledge to comply with to their requirements. Confirm the reliability of the information provided with the Application, and, in case of contact information change, pledge to promptly report them to the Administrator and the Registry. Also pledge to keep in touch with the Administrator and the Registry and to provide timely responses to their requests.

Date of application

Full Name

Title

Signature of the head

Stamp

Explanations for the provision of information about the Applicant

Please provide the following information on separate paper, answering each request in a numbered paragraph corresponding to the number of the question. If there is no answer available for a particular question, please indicate that fact next to the number corresponding to the question. For Section "Business Capabilities", please give the most complete answer possible, explaining all capabilities in detail, and attaching, labeling, and referencing all necessary supporting documents at the back of the application. See the Application Instructions for additional guidance.

Application form

GENERAL INFORMATION:

1. Full name of organization and legal form (joint stock company, partnership, etc.);
 2. Mailing address of the applicant (Country code, city, street, building, office ...)
 3. Legal address of the applicant;
 4. The phone number of the applicant (code number, extension number);
 5. The fax number of the applicant;
 6. E-mail address of the head;
 7. Name, title of contact person;
 8. The phone number and e-mail address of contact person;
 9. Internet address of your site;
- List of required documents specified in Item2 sub-item 2

BUSINESS CAPABILITIES:

Describe your current business capabilities or comprehensive business plan as specified below.

- a. Give an overview of your current business operations or business plan. (If you are a publicly traded company, this may be done by providing a copy of your most recent annual report.)
- b. What volume of registrations of SLDs do you reasonably project to be able to handle per month?
- c. What management, communication, and information processing systems do you have (or propose to have) to handle your projected volume of registration business per month? Please be specific.
- d. What management, communication, and information processing systems do you have (or propose to have) to promptly handle SLD holders' requests for changes in registration data? How long do you anticipate that such requests will take to execute?
- e. What is your capability (or proposal for capability) for providing a reliable and readily usable daily backup and archive of all SLD holder and registration data?
- f. What is your capability (or proposal for capability) for maintaining electronic copies of all transactions, correspondence, and communications with the SRS for at least the length of the registration contract?
- g. What is your capability (or proposal for capability) for providing public access on a real-time basis (such as through a WhoIs service) to the data elements KazNIC has designated for all active SLD registrations you sponsor in the registry?
- h. What is your capability (or proposal for capability) for providing information systems security procedures to prevent system hacks, break-ins, data tampering, and other disruptions to your operations?
- i. What is your capability (or proposal for capability) for providing SLD holders with continued use of their domain names in the event you go out of business or otherwise cease to operate as an KazNIC-accredited registrar of SLDs?
- j. Do you (or will you) have the capacity to engage a sufficient number of qualified employees to handle the registration, update, and customer inquiry volume you projected in question 10.b?
- k. What is your capability (or proposal for capability) for ensuring that the operation of the Internet will not be adversely affected in the event you go out of business or otherwise cease to operate as a KazNIC-accredited registrar?

l. Do you have commercial general liability insurance? From what insurer? In what amount? If you do not currently have such insurance, how do you propose to obtain it, and in what amount? Please attach a current and valid certificate of insurance, if you currently hold it. If you do not currently have insurance, please attach a binder or other similar evidence of insurability (or the intent to insure) from an insurance company.

m. How much working capital do you have available for the operation of the registrar business? Is this level of liquid capital sufficient for your projected registration volume? Please attach evidence of working capital (if available, an audited statement for your most recent fiscal period is sufficient.)

n. Do you hold an existing and operational SLD, or third level domain if operating under a country code top level domain (i.e., "cam.ac.uk")? If so, please list all SLDs (or third level domains) under which you or your affiliates do business.

o. Can you meet all of a registrar's obligations under the Registrar Accreditation Agreement? If there are any provisions of the Registrar Accreditation Agreement you may not be able to fulfill, please explain the circumstances that prevent you from doing so. Have you submitted to KazNIC within the past year an accreditation application or material accompanying an accreditation application that KazNIC has found to contain a material misrepresentation, material inaccuracy, or materially misleading statement? If yes, then please explain the circumstances.

Indicate whether the applicant or any of its officers, directors, or managers:

- a. within the past ten years, has been convicted of a felony or of a misdemeanor related to financial activities, or has been judged by a court to have committed fraud or breach of fiduciary duty, or has been the subject of a judicial determination that is similar or related to any of these;
- b. within the past ten years, has been disciplined by the government of its, her, or his domicile for conduct involving dishonesty or misuse of funds of others;
- c. is currently involved in any judicial or regulatory proceeding that could result in a conviction, judgment, determination, or discipline of the type specified in (a) or (b); or d. is the subject of a disqualification imposed by KazNIC and in effect at the time of this application. If any of the above events have occurred, please provide details.

Do you give KazNIC permission to use your company's name and/or logo in its public announcements (including informational web pages) relating to registrar accreditation?

By signing this application, the undersigned Applicant attests that the information contained in this application, and all supporting documents included with this application, are true and accurate to the best of Applicant's knowledge. By signing this application, the undersigned Applicant gives to KazNIC permission to contact third parties, investigate, request and obtain additional information and documentation, and otherwise verify the information contained in this application. Applicant waives liability on the part of KazNIC for its actions in verifying the information provided in this application. Applicant further waives liability on the part of any third parties who provide truthful, material, relevant information about Applicant as requested in this application.

Signature

Name (please print)

Title

Name of Applicant Entity

Date

Please attach all answers and supporting documents to a signed copy of this application form. Please include the application fee and send directly or by courier to the top-level domains Administrator and electronic version to the Registry at the addresses:

Registrar AGREEMENT

The present Agreement is concluded on the _____ of _____, 2015 by and between Kazakhstan Network Information Center, located at Kazakhstan, 071400, Semey, Ilyyashev str, 47/2 (hereinafter referred to as KazNIC), and Registrar _____ located at _____ (hereinafter referred to as the "Registrar"). In the text of the present Agreement Registry and Registrar are referred to either individually as "Party" or collectively as "Parties".

RECITALS

KazNIC according to the Agreement with the Administrator of the domain .KZ, .KA3 is the exclusive registry for the Registrar in the top-level domains ("TLD") known as .KZ, .KA3 domain (hereinafter "Domains") and assigned by the Internet Assigned Number Authority ("IANA") as the Top-Level Domains associated with the ISO KZ Country Code for the Republic of Kazakhstan. If the agreement changes for any reason, KazNIC notifies Registrar immediately.

With the purpose of further raising of the competitiveness of the Domains, KazNIC and Registrar have entered the Agreement under which the Registrar is entitled to participate in the Shared .kz and .kaz Registration (hereinafter "Registration") for the Domain and KazNIC provides registration service of names in the Domain for the Registrar's customers.

THEREFORE, and in consideration of the mutual promises contained herein and other good and valuable consideration the receipt of which is hereby acknowledged by KazNIC and by the Registrar, the Parties HAVE AGREED ON THE FOLLOWING:

1. Obligations of Registrar.

Registrar shall take reasonable efforts to attract customers for the domain and provide technical support to customers who are registered with the Registrar (first-line customer support). Registrar shall confirm KazNIC and every customer every fact of registration by e-mail with a copy of the registration executed under the conditions stated by KazNIC for Domains using. Registrar agrees to provide customers with a client agreement for review and coordination prior to accepting name registration in .kz and .kaz domain provided that the document is submitted fifteen (15) days in advance.

In order to ensure fair competition Registrar undertakes not to carry out the dumping of prices for registration and support of domain names, which can lead to disturbance of competitive relations between Registrars.

Registrar shall not:

- determine services of domain names registration by purchasing other goods (works, services);
- set prices and other conditions for registration services, including registration of released domain names in each top-level domain, depending on the user selected the domain name of the second level;
- limit the number of users who can register the expired domain names, or create advantages in obtaining information about service by individual users or groups of users.

Registrar is obliged to serve as a registrar of domain names personally.

2. Obligations of KazNIC.

KazNIC acknowledges that the consideration for this Agreement and the benefits to the Registrar hereunder are based, in part, upon the reliance by the Registrar on the ability of KazNIC to continually exercise delegated to it by relevant authorities powers to manage the Domain.

KazNIC shall cooperate with the Registrar in processing and accepting registrations secured by the Registrar. KazNIC agrees to make available to the Registrar an online method of registering, modifying and renewing .kz and .kaz domain names, as well as access to facilities for searching

information about currently registered .kz and .kaz domain names and, to the best of its ability and as most practicable, to make these services available on a 24 hour basis.

KazNIC shall not compete with the Registrar for registration, by offering the price lower than the price fixed by Administrator for registration and support of domain names. If Registry decreases the retail price of the registrations, it shall give the Registrar at least thirty (30) days advance notice of such change, so that the Registrar may decrease its retail price commensurately.

KazNIC shall not offer or agree to any arrangement with any other registrar or other partner on compensation terms more favorable than those terms applicable to the Registrar under this Agreement.

3. Payment for services.

Registrar shall pay KazNIC services based on the invoices for registration and support according to the established tariff, as well for registration of each new name in the Domain, as in the case of prolongation of the existing registration, no less than once a year.

4. Proprietary Rights.

The parties agree that all information on registration and clients shall be the shared property of KazNIC and Registrar. In order to protect customers of the Domain, KazNIC or any individual or legal entity acting on its behalf, it undertakes not to make any marketing or advertising announcements to clients without the prior written approval of the Registrar.

The Registrar has the right to provide customers with the usual Internet services without such prior approval, including call forwarding, forwarding web network, placing information on web sites, etc. The decision to charge for such services and the level of such fees shall be at the discretion of the Registrar and sale property of the Registrar.

5. Compensation.

KazNIC shall indemnify and defend the Registrar of any action by other registrars or customers, except for claims arising from negligent acts or omissions on the part of the Registrar. The registrar agrees to indemnify and defend KazNIC from any claims of any third party, arising from negligent or other wrongful acts or omissions on the part of the Registrar under this Agreement.

6. Communication with customers.

KazNIC may freely communicate with its customers which have been registered hereunder by Registrar, but during the period of this agreement KazNIC shall not directly communicate with such customers via e-mail or otherwise for the purpose of advertising or other promotion of services or products on behalf of third parties unless receiving prior approval of the Registrar with at least thirty (30) days notice.

7. Responsibility

Violation by the Registrar of Regulations on registration of domain names in the Kazakhstan segment of the Internet, the requirements of the Regulation on accreditation and requirements of this Agreement leads to a revocation (cancellation) of his accreditation as a domain name registrar.

8. Termination.

This Agreement may be terminated by either Party by written notice. In this case, the Registrar is obliged to pay KazNIC all amounts received from customers as prepayment for the support services of domain names which are not actually rendered by the Registrar in connection with the termination of his activities.

9. Governing Law.

This Agreement shall be governed by and construed in accordance with the legislation of the Republic of Kazakhstan. IN WITNESS WHEREOF, duly authorized officials of the Parties have signed this Agreement on the date specified in its title page.

Details of KazNIC:

Details of the Registrar:

Kazakhstan Network Information Center

IBAN : KZ459260301113009001

Kazkommertsbank, Almaty,

SWIFT: KZKOKZKX

BANK-CORRESP. : Bank Of New York, NY, USA

SWIFT : IRVTUS3N

071400, Ilyashev str, 47/2, Semey, Kazakhstan

Director _____ Gussev P.