

Terms of Use

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1. Definitions

"FAITID" refers to Foundation for Assistance for Internet Technologies and Infrastructure Development.

"User" means a party to a contract with FAITID, as well as any third party that does not have contractual relations with FAITID but uses services provided by FAITID or interconnects with FAITID's network.

"Services" means services provided by FAITID to User under a contract with FAITID, as well as any other FAITID's network services, whether named or not in these Terms of Use, that are auxiliary in nature or available for use by all.

2. General Terms of Use

2.1. Restrictions on Use

2.1.1. User shall not perform any actions that may result in:

- a) impairing the operation of FAITID's equipment and network;
- b) impairing FAITID's provision of Services or the use of Services by any other Internet user;
- c) unauthorized access to FAITID's computing and network resources;
- d) damage or the possibility of damage to any other User or any third party;
- e) misrepresenting FAITID to any third party as the source of any information (sender of any message, program, or enquiry) that FAITID is not the source of.

2.1.2. User shall comply with the Special Terms of Use set forth in [Section 3 herein](#).

2.1.3. The restrictions and requirements under Subsections 2.1.1 and 2.1.2 may be changed by FAITID at any time, without any notice to User.

2.2. Finding of Violation

FAITID shall have the discretion as to whether or not to qualify User actions as falling within the requirements set forth in Subsection 2.1 herein.

2.3. Responsibility

2.3.1. FAITID may apply the following sanctions to Users that violate the provisions of Subsection 2.1:

- a) suspend or refuse the provision of any or all Services;
- b) take steps to stop User from violating the Terms of Use.

2.3.2. FAITID sanctions will be applied without prior warning or notice to User and may be short- or long-term in nature.

2.3.3. The actions specified in Subsections 2.3.1 may concern single IP addresses, groups of IP addresses, subnetworks, domains, and e-mail addresses, and may be applicable to User that performed the action, to User's network, and to any network or system through which the action was effected.

2.3.4. Upon repeated violation of the Terms of Use set forth herein, FAITID reserves the right to terminate the provision of Services to User.

2.3.5. FAITID shall minimize the adverse effects of applied sanctions on User and any other third party.

2.4. Available solutions

2.4.1. If FAITID has ceased accepting and processing User's e-mail messages, User has to follow the procedure specified in Subsection 3.1 herein.

In any case User should apply to FAITID administrative group that manages User's contract with FAITID.

3. WHOIS Terms of Use

3.1. Limitations on Use of Data

a) The Whois Service is granted by FAITID for information purposes, and may be used only to obtain the information regarding domain names and contact persons.

b) By applying to FAITID's Whois Service User shall agree that:

- will use the Data obtained only for lawful purposes
- under no circumstances will use the Data to support the transmission by e-mail, facsimile or telephone of any unsolicited information
- will not enable high volume queries exceeding established limits.

c) It is forbidden:

- to make any changes in the Data obtained from Whois Service in a case of its further distribution for information purposes
- to enable further distribution of the Data obtained for commercial purposes.

3.2. Technical restrictions on Use of FAITID's Whois Service

a) **Queries to the Whois database are limited** from any given IP-address in a minute.

- If more than the allotted queries come in from a specific IP-address **within a minute** the system rejects queries from that IP-address and the following message may appear:

% You have exceeded allowed connection rate.
% Please try to connect later.
% See <http://>
% for details.

- If repeatedly **within an hour** User enables the query rate to exceed established limit the grant of access to FAITID's Whois Service to such User will be severed and the following message will appear after every ensuing query:

% You are not allowed to connect.
% See <http://>
% for details.

b) **To reestablish access to FAITID's Whois Service** it is necessary to send in an application to whois-trouble-reports@nic.ru comprising the following items:

- a request to reestablish an access to FAITID's Whois Service
- IP-address to which the grant of access to FAITID's Whois Service has been severed
- list of measures taken to eliminate the possibility to exceed the rate limit in sending queries to WHOIS Service.

c) **In case of need to exceed the rate limit in sending queries to FAITID Whois Service** it's necessary to send in an application to whois-trouble-reports@faitid.ru comprising the following items:

- IP-address from which the queries will be sent
- solid grounds of necessity
- the query rate requested for an access to FAITID's Whois Service.

d) FAITID reserves the right not to reestablish an access to FAITID's Whois Service to User in a case of recurrent failure to comply with technical restrictions.

e) FAITID reserves the right to modify conditions and limitations mentioned above at any time without prior or subsequent notification of any kind.

4. Agreement to be bound

By using the Services provided by FAITID under these Terms of Use, you acknowledge that you have read and agree to be bound by all terms and conditions herein.