

Afghanistan Country Code Top level Domain Policy

1: Definition

- ".af DNS authority" means the Afghanistan Domain Administration Committee (as of November 2002, the Ministry of Communications of Afghanistan) supported by the Technical Focal Point which has the right to grant licenses to use domain names in the ".af" domain;
- "the registrar" means the organization or undertaking that enters into a non-exclusive registrar agreement with the .af DNS authority and obtains from the .af DNS authority the right to apply for the registration and renewal of domain names under the ".af" domain on behalf of its clients but for its own account. As of November 2002, UNDP Afghanistan office in Kabul is one authorized registrar;
- "the license" means the person that applies for or has obtained a license from the .af DNS authority to use a particular name in the ".af" domain.

2. Acceptable Domain Names

The .af DNS authority will not accept the following domain names for registration:

- Names that are already registered ("first come, first served" -principle) or that are put on hold. A name is put on hold if:
 - Legal proceedings, whether within or outside the scope of a court of law, are in progress over that name, or
 - The .af DNS authority has asked the domain name holder to replace his registrar in case the registrars contract with the .af DNS authority is terminated.
- Names that consist of characters other than "a-z", "A-Z", "0-9" and "-", or that start or end with "-" (as recommended in RFC 1035).
- Names of less than two characters or more than sixty-three (63) characters.
- Names with "-" on the third and the fourth position.

Names will be registered for the person whose application is completed first, notwithstanding earlier applications for those names that are not yet complete. An application is complete when it is received with all the required data by the .af DNS authority computer system (not when it was sent). The refusal to register a domain name by the .af DNS authority does not create any rights (priority rights or other) for the applicant. The applicant may file a new application, in competition with anybody else, if that name later becomes available to the public.

3. License

a) After the registrar completes the registration process and pays the registration fees, the .af DNS authority grants an exclusive license to the licensee to use the domain name in the application.

b) The license is valid for one year and is renewable as long as the registration fee has been settled.

c) The license is not transferable unless the domain name is transferred with the business assets of the licensee. The license for a domain name that is on hold cannot be transferred, with exception for the appointment of a new registrar as described in article 6, b, second paragraph.

d) The .af DNS authority may terminate the license if the licensee breaches any of the terms and conditions of the domain name registration, including non-payment of the license fee by the licensee's registrar. In case of a breach of the terms and conditions, the .af DNS authority can send a reminder by e-mail to both the registrar and the licensee informing them that the license will be terminated if the breach is not remedied within 14 days.

4. Fees and Payment

a) The licensee is aware that the registrar acting on his behalf must pay the initial registration fee

and the renewal fee according to the agreement between the registrar and the .af DNS authority. As of November 2002, the registration fees are as follow:

b) The registrar has access to the computer system of the .af DNS authority in order to verify the status and expiration date of the domain names that he manages. The registrar is responsible for the timely advice to the licensee that the license for his registered domain names is due to be renewed.

c) The .af DNS authority is not responsible for the registrar's non-payment of registration or renewal fees, which may result in the non-registration or cancellation of a domain name (even if the licensee has paid the registrar).

5. Obligation to have a working e-mail address

The licensee must have a working e-mail address, which is inserted in the .af DNS authority database. The .af DNS authority and the licensee must use this e-mail address for official communication between them, and the licensee must keep the address up-to-date through his registrar. If the e-mail address is not kept up-to-date, the licensee is in breach of these terms and conditions and the .af DNS authority may terminate the license as provided in article 3 above.

6. Agreement between Licensee and Registrar

a) The registration and renewal process with the .af DNS authority can only be conducted by the licensee through an authorized registrar, who is acting on behalf of the licensee but for its own account. The .af DNS authority must make available on its web site a list of the authorized registrars, and a copy of the typical agreement between the .af DNS authority and the registrar. The .af DNS authority is not a party to the agreement between the licensee and his registrar incurs no obligation or liability from that agreement.

b) If a registrar is no longer an authorized registrar because the agreement with the .af DNS authority is terminated, the .af DNS authority must send an e-mail to the licensees informing them that their domain name is put on hold and asking them to appoint another registrar within one month. If the licensee does not appoint another registrar within one month, the license agreement between the .af DNS authority and the licensee will be terminated at the end of its term with no possibility of renewal. The licensee's domain name will remain on hold until the later of three months after the .af DNS authority sent the on hold notice to the licensee, or two months after the license was terminated. While the domain name is on hold, the licensee may appoint another registrar who may send a request, including its reasons, to the .af DNS authority to become the new registrar of the licensee and restore the license if terminated.

c) If a licensee terminates the agreement with his registrar, he must at the same time designate a new registrar who must inform the .af DNS authority of the proposed change of registrar. The .af DNS authority must inform the licensee and the new registrar of the proposed change by e-mail and the licensee may object to the proposed change by sending a reply e-mail to the .af DNS authority within seven days. The change of registrar will take effect if the licensee confirms the change to the .af DNS authority within seven days after the e-mail from the .af DNS authority. If the licensee does not respond within seven days, the .af DNS authority must send a reminder by e-mail to the new registrar informing him that the transfer will only take effect if the licensee confirms the change to the .af DNS authority by fax within 7 days following the reminder by e-mail.

7. Privacy Policy

a) The licensee authorizes the .af DNS authority to process personal and other data required to operate the ".af" domain name system. The .af DNS authority must only use the data for operating the system and may only transfer the data to third parties if ordered to do so by the public authorities, upon demand of the dispute resolution entity mentioned in article 10 or as

provided in paragraph (c) of this article. The licensee has the right to access his personal data and to arrange for it to be amended, where errors exist.

b) The licensee must keep the .af DNS authority immediately informed through the registrar of any change in name, address, e-mail address, telephone and fax numbers. An omission or delay in informing the .af DNS authority of such changes may result in the termination of the license.

c) The licensee authorizes the .af DNS authority to make the following personal data accessible on its web site – along with some other technical data - to guarantee the transparency of the domain name system towards the public:

- Name, address and telephone and fax number of licensee;
- Date of registration and status of the domain name;
- E-mail address of licensee;
- Language chosen for the dispute resolution set out in article 10.

The licensee also authorizes the .af DNS authority to transfer that data to third parties for the purpose of inclusion in a publicly available directory. The licensee may at any time and without giving any reason inform the .af DNS authority that his personal data may not be transferred. The .af DNS authority must then take all necessary steps to block the data transfer within five working days.

8. Representations and Warranties

a) The licensee agrees and warrants that:

- All statements made during the registration process and the term of the license are complete and accurate.
- Registering the domain name will not infringe or otherwise violate the rights of a third party.
- The domain name is not registered for an unlawful purpose.
- The domain name is not used in violation of any applicable laws or regulations, such as a name that helps to discriminate on the basis of race, language, sex, religion or political view;
- The domain name is not contrary to public order or morality (e.g. obscene or offensive names).

b) The .af DNS authority is not liable for any damage, direct or indirect damage, consequential damage and loss of profits, whether in contract, tort (including negligence), or otherwise, resulting from or related to the registration or use of a domain name, or to the use of its software or web site, even if the .af DNS authority has been advised of the possibility of such damage. Examples of exclusions include :

- Registration or renewal (or the default of registration or renewal) of a domain name in favor of a licensee or a third party due to an error concerning their identity.
- Termination of the .af DNS authority's rights to register domain names in the ".af" domain.
- Rights that third parties claim to domain names.
- Technical problems or faults.
- Acts or omissions of the registrars regarding the application, registration or renewal of domain names, which may result in the non-registration, or cancellation of a domain name.

The .af DNS authority will exercise its best efforts to provide its services according to the "best practices" standard of the registration authorities. The .af DNS authority will exercise its best efforts to provide its services according to the "best practices" standards adopted and approved in the national or international context.

The licensee must indemnify the .af DNS authority against any claim (and the resulting costs, including attorneys' fees) originating from the use or registration of a domain name that infringes the rights of a third party. Disputes between the .af DNS authority and the licensee must be brought before the appropriate Afghanistan courts which will have exclusive jurisdiction, and must be governed and interpreted in accordance with the laws of Afghanistan.

9. Change of Registration Rules

a) The rules of the domain name registration procedure are dynamic and subject to change.

b) If the .af DNS authority decides to change its rules, it will make the new rules available to the public by posting them on its web site at least thirty (30) days before the new rules take effect. Each registration procedure will be handled according to the rules in effect on the date the application is complete.

c) As a deviation of the previous rule, the .af DNS authority can modify the technical registration rules without the application of the mentioned minimum delay of thirty (30) days. Such modifications will take effect from the moment of their announcement on the website of the .af DNS authority. The .af DNS authority can only make use of this specific procedure as far as those modifications seem justified within the national or international technical context and as far as they are intended to prevent registrations of speculative nature.

d) The .af DNS authority will not personally inform licensees, whose domain names have been rejected in the past, that new rules apply, even if the rejected names would be allowed under the new rules.

10. Dispute Resolution Policy

a) Dispute resolution.

The licensee must submit the type of disputes set out below to alternative dispute resolution proceedings and accepts in this regard the competence of an accredited. Dispute Resolution Entity. The licensee accepts that those proceedings must be conducted before one of the accredited. Dispute Resolution Entities listed at the web site of the .af DNS authority. The procedure will be conducted in the language chosen by the licensee during his application. Every dispute will be governed by the dispute resolution policy applicable when the complaint is filed. As of November 2002, the designated Dispute Resolution Entity for .AF is

b) Applicable disputes.

- The licensee must submit a dispute to alternative dispute resolution proceedings if a third party (a "Complainant") asserts to the Dispute Resolution Entity, in compliance with the rules of procedure, and proves that:

1. The licensee's domain name is identical or confusingly similar to a trademark, a trade name, a social name or corporation name, a geographical designation, a name of origin, a designation of source, a personal name or name of a geographical entity in which the Complainant has rights; and

2. The licensee has no rights or legitimate interests in the domain name; and

3. The licensee's domain name has been registered or is being used in bad faith.

- The evidence of such in bad faith registration or use of a domain name can, inter alia, be demonstrated by the following circumstances:

1. Circumstances indicating that the domain name was registered or acquired primarily for the purpose of selling, renting, or otherwise transferring the domain name to the Complainant who is the owner of the trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of the geographical entity, or to a competitor of that Complainant, for valuable consideration in excess of the costs directly related to the domain name; or

2. The domain name was registered in order to prevent the owner of a trademark, a trade name, a social name or corporation name, a geographical designation, a name of origin, a designation of source, a personal name or a name of a geographical entity from reflecting this name in a corresponding domain name, provided that the licensee has engaged in a pattern of such conduct; or

3. The domain name was registered primarily for the purpose of disrupting the business of a competitor; or

4. The domain name was intentionally used to attract, for commercial gain, Internet users to the

licensee's web site or other on-line location, by creating a likelihood of confusion with the Complainant's trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of a geographical entity as to the source, sponsorship, affiliation, or endorsement of the licensee's web site or location or of a product or service on his web site or location.

5. The licensee registers one or more personal names without the existence of a demonstrable link between the licensee and the registered domain names.

• If a complaint is filed, the licensee can demonstrate his rights or legitimate interests to the domain name by the following circumstances:

1. Prior to any notice of the dispute, the licensee used the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services or made demonstrable preparations for such use; or

2. The licensee (as an individual, business, or other organization) has been commonly known by the domain name, even if he has acquired no trademark; or

3. The licensee is making a legitimate and non-commercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of the geographical entity at issue.

c) Rules of procedure. The rules of procedure of the Dispute Resolution Entity state the process for initiating and conducting the proceedings and for appointing the Third-party Decider that will decide the dispute. The rules of procedure also determine the fees that the Complainant must pay. The Dispute Resolution Entity publishes the rules of procedure on his web site.

d) Non-intervention of the .af DNS authority. The .af DNS authority does not, and will not, participate in the administration or conduct of any proceedings before. Neither the .af DNS authority, the Dispute Resolution Entity of the Third-party Decider will be liable as a result of any fault made in the dispute resolution process, except for intentional faults.

e) Remedies. The remedies available to a Complainant under any proceedings before the Third-party Decider are limited to requiring the cancellation of the domain name registration or the transfer of the domain name to the Complainant.

f) Notification and publication. The Dispute Resolution Entity must publish all decisions under this dispute resolution policy on the Internet during a reasonable term.

g) Courts of competent jurisdiction. The submittance to the alternative dispute resolution procedures does not prevent either the licensee or the Complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before, during or after those proceedings. If Third-party Decider decides that the domain name registration should be cancelled or transferred, the .af DNS authority must wait thirty (30) business days after being informed of the Third-party Decider's decision before implementing that decision. The .af DNS authority may then implement the decision unless during those thirty (30) business days it receives from the licensee evidence that a judicial decision, enforceable in Afghanistan, rendered in a dispute between the licensee and the Complainant, blocks the transfer or the cancellation. If the .af DNS authority receives such documentation, it will not take any further action (whilst leaving the domain name 'on hold') till it receives (i) satisfactory evidence of a resolution between the licensee and the Complainant; or (ii) satisfactory evidence that the lawsuit has been dismissed or withdrawn; or (iii) a copy of an order on the merits from that court dismissing the lawsuit or stipulating that the licensee does not have the right to continue to use the domain name.

h) Other disputes. All other disputes between the licensee and any party other than the .af DNS authority over the domain name registration that are not brought under the alternative dispute

resolution procedures must be resolved through any court proceedings, arbitration or other available proceedings.

i) Defences. The .af DNS authority will not participate in any dispute between the licensee and any party other than the .af DNS authority over the registration and use of the domain name, neither in the alternative dispute resolution proceedings, nor in any other proceedings. The licensee must not name the .af DNS authority as a party or otherwise include it in any such proceedings. If the .af DNS authority is named as a party in any such proceedings, it reserves the right to raise any and all defences deemed appropriate, and to take any other action necessary to defend itself.

j) Domain name on hold. As soon as a request for alternative dispute resolution is properly filed with the Dispute Resolution Entity and the appropriate fee is paid, the Dispute Resolution Entity must inform the .af DNS authority of the identity of the Complainant and the domain name involved. The .af DNS authority must immediately put the domain name involved "on hold", under articles 2 and 3 of these terms and conditions. The domain name remains on hold until the end of the proceedings set out in paragraph (g).

11. Rules For Domain Name Use

Domain name registration is strictly prohibited by any of the following purposes:

1. The display of sexually offensive contents;
2. Spamming activities including the development of tools used to spam ; or any software or resources to be used for illegal activities, including viruses and hacking tools;
3. Any other activity which is illegal under Afghan law.

12. Required Documents

The registrant must bring the following documents for the registration of domain names under .af domain.

1. If the registrant wants to register a domain name ending in “.com.af”
 - a. Trade license / Business authorization or approval from the Ministry of Commerce for any other Ministry or body responsible for registration or licensing of such bodies.
2. If the registrant wants to register a domain name ending in “.org.af”
 - a. Approval of registration documents from the ministry of planning for verification of the specified organization or any other Ministry or body responsible for registration or licensing of such bodies.

13. Disclaimer

13.1 The Registrant agrees that AFGNIC will not be liable for any damage, liability, loss, costs, charges and expenses due to or related to registration of, application for, deletion of, suspension of, transfer of, reverse transfer of and/or use of Registrant's domain name, or for interruption of business, or any direct, indirect, special, incidental, or consequential damages of any kind (including loss of profits) regardless of the form of actions, cause of actions, suits, claims and demands whether in contract, tort (including negligence), or otherwise, even if AFGNIC has been advised of the possibility of such damages. Notwithstanding the foregoing, in the event AFGNIC is found to be liable under this Agreement, in no event shall AFGNIC's aggregate liability under the terms and conditions of this Agreement or otherwise (including negligence) exceed the cumulative total of the Fees paid by the Registrant.

13.2 The Registrant agrees that all conditions and warranties which would otherwise be implied into this Agreement are hereby excluded to the fullest extent permissible by law.

14. Indemnity

The Registrant agrees to indemnify and hold and save harmless AFGNIC, against any and all actions, causes of action, suits, claims and demands of any nature or kind as well as from and against any and all damages, liabilities, losses, costs, charges and expenses including reasonable legal fees resulting from the Registrant's breach of the terms and conditions of this Agreement, registration of, application of, transfer of and/or use of the domain name.

This Agreement (including AFGNIC's applicable rules, policies and procedures), as amended and supplemented by AFGNIC from time to time, contains the entire understanding between the Registrant and AFGNIC with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written made between the parties hereto.

By submitting this registration form the registrant is constrained and agrees to with all applicable rules and policies effective from time to time

Note: This document is subject to change by AFGNIC from time to time without any prior written notice.