

Definitions

a). ccTLD Registry

The entity of domain names ending in one of the 2-letter country codes specified from time to time in ISO 3166-"Registrar" An organization selected by the "Registrant", responsible for carrying out tasks related to domain registration.

b). Functional

Means with full connectivity and interoperability with the DNS

c) ccTLD Registry Manager or Manager

Means the person responsible for managing the ccTLD registry, as evidenced by their entry in the IANA database as the manager.

d) Registrant

A company, organization or individual for whom a name has been registered as a domain name in the ccTLD domain name register.

e) Domain

technical identifiers containing alphanumeric characters, used instead of Internet addresses indispensable for the communication through the Internet, due primarily to their easy-to-remember nature.

f) Owner

The authorized party (natural person or legal entity) as is solely entitled to claim use, or own rights, of the domain. Kenya Network Information Centre (KeNIC) is a private non-profit-making organization whose responsibilities include managing the Domain Name registration service for .KE domains under the authority delegated by ICANN- Internet Corporation for Assigned Names and Numbers.

KeNIC organizes the space for .KE names via classifications designed to divide the .KE name space in such a way that it facilitates the accommodation of different kinds of institutions and sectors of activity. The registration of domains may thus be made directly under one of the .KE sub-domains in section 5b

This policy is between the registrar/registry "Kenic" and its customer the domain-name holder "Owner" or "registrant". Thus, the policy uses "we", "us" and "our" to refer to the registrar and it uses "you" and "your" to refer to the domain-name holder "Owner".

This Policy explains our obligations to you, and your obligations to us in relation to our .KE domain registration service. If you have submitted an application for .KE domain name registration services, any acceptance of your application and the performance of our services will occur at our offices in Nairobi, Kenya.

If your .KE domain name registration for a particular domain name previously were provided under arrangement with a previous registry, your continued registration of that domain name and the use of our .KE domain name registration services constitutes your assent to the terms of our Agreement.

If you submitted an application for our .KE domain name registration services, the Effective Date of the Agreement shall be the date of our acceptance of your application. If you previously received .KE domain name registration services from a previous registry, the Effective Date of the Agreement is 1st March 2003.

Model of Domain Name Management for .Ke Domains

a) Registration Representation and Warranties

By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that: -

- i). the statements that you made in your Registration Agreement are complete and accurate.
- ii). To your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party.
- iii). you are not registering the domain name for an unlawful purpose.
- iv). you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

b) Technical Policy

Implementation of the referenced Technical policy is Mandatory prior to submitting any domain-name request procedure. Failure to comply with the policies Kenic will reject the domain-name request procedure until the policy is implemented. After, a new request can be submitted for processing.

c) Domain Name Transfer, Cancellation and Changes

We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- i). subject to our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action.
- ii). our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- iii). our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted Kenic with reference to the "Dispute Resolution Policy"
- iv). on failure to remit domain name registration or renewal fees within the timely period stated in section 8 (ii)

d) Liability

Kenic is not liable for any damage, including 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, and not limited to

- i). 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

- ii). technical problems or faults

Guiding Philosophy of Kenic

Kenic is guided by the following founding principals;

a). The Stakeholders within Kenic should represent a legitimate constituency of Kenya stakeholders who have an interest in the efficient and transparent administration of Kenya's Domain Name space. The following organizations make up the proposed membership;

- i). Communications Commission of Kenya (CCK) representing the regulator
- ii). The Directorate of IT Services representing the Government
- iii). The Kenya Information Society representing civil society
- iv). The Nationwide Task force on E-Commerce (NTFecom) representing the consumer
- v). Kenya Education Network (KENET) representing the educational sector
- vi). Telecommunications Service Providers of Kenya (TESPOK) representing the IP network operators and service providers

b). In addition any organization that supports the aims of Kenic may join as associate member. The following have already requested to do so;

- i). The East African Internet Association
- ii). The Computer Society of Kenya
- iii). EAN
- iv). Web Designers Association

c). Over and above the management of Kenya's Domain Name Space, Kenic has been established with a clear mandate to represent the views of the Kenyan Internet community during both local and international events and conferences. It is further mandated to carry out such other activities as it sees fit, that will promote the growth and development of the sector within Kenya.

d). Kenic will charge fees for registration of domain names. The purpose of these fees is to cover the costs of operating Kenic. Any surplus fees shall be applied to implement other projects, which fall under its mandate to promote the growth and development of the Internet in Kenya.

Dispute Resolution Policy and Rules

a) The policy for resolution of disputes on registration of domain names forms an integral part of the contract between Registrant and Registrar and is as detailed in the Appendix to the policy entitled "Uniform Domain Name Dispute Resolution Policy".

b) The rules governing resolution of disputes on registration of domain names also forms and integral part of the contract between Registrant and Registrar and is as detailed in the Appendix to this policy entitles "Uniform Domain Name Dispute Resolution Policy Rules".
Status Of Existing Second Level Domains

a) The following current second level domains will be maintained.

1. .co
2. .go
3. .ac
4. .or
5. .ne
6. .sc

b) The policies governing the registration of domains under each of these categories are as follows:

.CO. Any registrant may register any name under this second level domain on a first come first serve basis, so long as they do not infringe any rights by any other person or entity as detailed in the dispute resolution policy. The Registrar shall assume that the registrant is allowed to use the name without any further reference or checks and shall only intervene as referenced in the dispute resolution policy.

.GO. Names under this second level domain shall only be registered on production of a letter of authorization from the Director Of Government IT Services in the Ministry of Finance.

.AC. Names under this second level domain shall be registered on a first come first serve basis to educational and training institutions and only on production of proof that the owner of the name is a registered academic institution.

.OR. Names under this second level domain shall be registered on a first come first serve basis to non-profit institutions, so long as they do not infringe any rights by any other person or entity as detailed in the dispute resolution policy. The Registrar shall assume that the registrant is allowed to use the name without any further reference or checks and shall only intervene as referenced in the dispute resolution policy.

.NE. Names under this second level domain shall be registered on a first come first serve basis to Network infrastructure and service providers, so long as they do not infringe any rights by any other person or entity as detailed in the dispute resolution policy. The Registrar shall assume that the registrant is allowed to use the name without any further reference or checks and shall only intervene as referenced in the dispute resolution policy.

Addition of New Third Level Domains

The Kenic Board shall commission new third level domains based on the following guidelines;

- a) Commissioning of other new domains would ordinarily be considered to take account of social, cultural or other circumstances which are particularly Kenyan.
- b) Commissioning of new Third Level Domains should enhance the overall Kenyan domain name space.

Fees

The fees charged by Kenic shall be in line with global norms. The aim is that they should support the operations and goals of Kenic whilst being competitive enough to attract registrants who might otherwise chose to use a gTLD instead.

a) Level of Fees.

It is envisaged that the cost of registering a Kenyan Domain would for the first 2 years be KSh 2,000 per annum to ensure that the organization can cover the costs of its initial setup. Thereafter the fees would be reviewed.

b). Billing Cycle.

All domains will be charged annually with invoices being issued three months prior to the domains expiry date, and payable within 30 days. The annual renewal period will be on a 12-month basis from the initial domain registration date. Any domain for which payment has not been received within the 90 days will be suspended. Any domain for which payment has not been received within 180 days will be de-registered and quarantined. The name will be returned to the pool and available for registration by new registrants after 270 days. Reminders will be sent after 30, 60, and 90 days. Thereafter warning notices will be sent after 120 and 150 days and a final notice will be sent at 180 days.

c). New Domains.

On registration of a New Domain, the registrant will be expected to pay Registration fee of Ksh 2000 within 30 days of the registration. Any NEW domain for which payment has not been received within this period will be suspended.

d). Invoicing Modalities.

Invoicing will be by E-Mail to the Billing Contact address specified in the records for that domain, (which is the responsibility of the Registrant).

e). VAT.

All Registration and Renewal fees are subject to VAT.

f). Discount Policies.

These discount structures will be subject to confirmation that the software can support these discount algorithms. No discounting will be allowed that requires manual intervention. Discount structures will only be implemented if they can be supported seamlessly by the software. It is intended that we have a bulk registration discount system to encourage registrants to become re-sellers.;

- a). 0 to 100 - No Discount
- b). 100 to 500 - 5%
- c). 500 to 1000 - 10%
- d). 1000 to 2000 - 15%
- e). over 2000 - 50%

It is also proposed that we have a system of discounts for registrants who pay multiple years in advance as follows.

- a). 2 Years Advanced Payments - 5%
- b). 3 Years Advanced Payment - 15%
- c). 4 Years Advanced Payment - 20%
- d). 5 Years Advanced Payment - 25%

g). The first date for billing Kenyan Domains will be 1st March 2003 for the year 2003.

Change of Kenic Policy

The Kenic policies are subject to change.

In the event of a change to any of the policies, the Kenic board will stipulate the implementation date. However the registrant or owner will be duly informed via electronic mail through the Administrative and Technical contact persons on the domain data.