

# NIRA GENERAL REGISTRATION POLICY

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## 1. APPLICATION OF POLICY

**1.1 Registrations and Other Transactions.** The following policies, rules, and procedures (PRP) apply to new Domain Name (as defined in the Registrant Agreement and hereafter the “Domain Policy”) registrations. They also apply to the renewal, transfer, modification, suspension and cancellation of a Domain Name Registration that is registered in the NIRA Registry (a “**Registration**”) and to other transactions with respect to Registrations (including the procedure for changing Registrars, confirming registrant information, providing the Registrar with authority to change critical information. In this document as well as any other of the Registry Policy, Rules and Procedures (PRP) as defined below, “**NIRA Certified Registrar**” or “**Registrar**” and similar expressions means a Person who has been certified or re-certified to act as a registrar of the Registry in accordance with the Registrar Agreement with NIRA.

**1.2 Previous Registrations.** All registrations done before this Policy first came into force are required to formally apply to NIRA, through a NIRA Certified Registrar, for a registration in the NIRA registry of its Domain Name or sub-domain name registered, whether provisionally or otherwise, in the old .ng registry. All such domains as defined above shall be deemed expired by June 30, 2008. For such domains not renewed through a NIRA certified Registrar by July 30, 2008 (After the 30 day grace/suspension period) shall be purged from the Registry. All renewals MUST meet current NIRA Policies, rules and Procedures.

## 2. REGISTRATION OF DOMAIN NAMES

A person wishing to register a Domain Name prior to registering, in accordance with these policies, rules, and procedures (an “**Applicant**”), must comply with the following:

**2.1 Nigerian Content Requirements.** After public consultation, NIRA has determined that the .ng domain space should be developed as a key public resource for the social and economic benefit of all Nigerians. Accordingly, Applicants for closed domains must meet certain Nigerian Content Requirements. NIRA is committed to reviewing these Nigerian Content Requirements from time to time in order to ensure they remain in the best interests of Nigerians and NIRA. Only the following individuals and entities will be permitted to apply to NIRA (through a NIRA Certified Registrar) for the registration of, and to hold and maintain the registration of, a .ng domain name in closed SLDs.

(a) **Nigerian citizen.** A Nigerian citizen of the age of majority under the laws of the Federal Republic of Nigeria. He or she is not expected to be resident in Nigeria but MUST have a Nigerian contact address in which he or she resides or last resided;

(b) **Permanent resident.** A permanent resident as defined in the *Immigration and Refugee Protection Act*, (Nigeria) as amended from time to time, who is ordinarily resident in Nigeria (as defined below) and of the age of majority under the laws of the Federal Republic of Nigeria in which he or she resides or last resided;

- (c) **Legal representative.** An executor, administrator or other legal representative of a Person listed in paragraph (a) and (b) above;
- (d) **Local Corporation.** A corporation under the laws of the Federal Republic of Nigeria;
- (e) **Diaspora Corporation.** A Corporation duly registered under the laws of the country of origin which either has the shareholding and board held by 66<sup>2/3</sup> of there, who meet the condition of paragraph (a) and (d). Also the Corporation itself MUST have a Nigerian contact address;
- (f) **Foreign Corporation.** A corporation duly registered under the laws of the country of origin who though have not been incorporated in Nigeria but have a duly executed distribution/representative agreement with anyone who meet the conditions of paragraph (a) and (d);
- (g) **Registered Group.** This shall cover a Trust, Partnership, Associations, Clubs, Trade Union, Political Parties, Educational Institutions, Hospitals, or any other entity duly registered by the --- laws of the Federal Republic of Nigeria and any other state therefore;
- (h) **Trade union.** A trade union which is recognized by a labour board under the laws of the Federal Republic of Nigeria and which has its head office in Nigeria;
- (i) **Government.** Shall refer to any government institution, tier of Government (local, state or federal) duly recognized by the Constitution of the Federal Republic of Nigeria;
- (j) **Educational institution.** Any of the following:
- (i) a university or college which is located in Nigeria and which is authorized or recognized as a university or college under an Act of the Legislature of the Federal Republic of Nigeria; or
- (ii) a college, post-secondary school, vocational school, secondary school, pre-school or other school or educational institution which is located in Nigeria and which is recognized by the educational authorities of a state or territory of Nigeria or licensed under or maintained by an Act of the Legislature of the Federal Republic of Nigeria;
- (k) **Trade-mark registered in Nigeria.** A Person which does not meet any of the foregoing conditions, but which is the owner of a trade-mark which is the subject of a registration under the *Trade-marks law of Nigeria*, as amended from time to time, but in this case such permission is limited to an application to register a .ng domain name consisting of or including the exact word component of that registered trade-mark; or
- For the purposes of NIRA’s Policies, Rules, and Procedures (the “**Registry PRP**” which shall mean the NIRA policies, rules, and procedures relating to Registrants, Registrars, and Domain Name Registrations as amended or adopted by NIRA from time to time and posted on NIRA’s website, including, without limitation, applications for Domain Name Registrations and other transactions relating to Domain Name Registrations.
- “**Person**” includes an individual, a corporation, a partnership, a trust, an unincorporated organization, association or club, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity, a “**person**” as defined in the *Trade-marks law of Nigeria* and a Person intended to be protected by the *Trademarks law Nigeria*.

**2.2 WHOIS Search.** Once the Applicant is satisfied that it meets the Nigerian Content Requirements for Registrants outlined above for closed SLD or for Open SLDs its requirements, the Applicant should conduct a Domain Name search, to see if the Domain Name is available for registration within NIRA’s “**WHOIS**” look-up system.

**2.3 Selection of a NIRA Certified Registrar.** The Applicant must select a NIRA Certified Registrar, who will act on its behalf, in submitting an application for the registration of a Domain Name (“**Registration Request**”) to NIRA. A Registration Request cannot be submitted directly by the Applicant to NIRA, but must be made through an active NIRA Certified Registrar. For a list of active NIRA Certified Registrars, please visit NIRA website. Registrars may have different contractual provisions, provide different services, have different geographical focuses, and have different payment and other terms and conditions. Each Applicant should consider which Registrar is most suitable for the needs of the Applicant.

**2.4 Submission of Registration Request by Registrar.** Once an Applicant has selected a Registrar, the Registrar will be responsible for preparing and transmitting to NIRA a Registration Request based on

information provided by the Applicant to the Registrar. The Applicant will have to provide all relevant information to the Registrar, and the Registrar will have to provide all relevant information to NIRA in order to complete the Registration Request to NIRA.

**2.5 Registration Period.** An Applicant may select a registration period of one (1) to five (5) years for the registration of the Domain Name that is the subject of the Registration Request. An Applicant must advise its Registrar which registration period it wishes to select. NIRA prohibits Registrars from charging Applicants fees for the registration of a Domain Name based on the number of years selected by an Applicant, but limiting the term of registration to one (1) year, renewable for successive one (1) year terms. Such Registrars may then be paying NIRA for a one (1) year registration period and agreeing with the Applicant to renew the Registration and pay NIRA the applicable fee on each anniversary of the Registration until the term paid for expires.

Registrars must allow Applicants to select and pay for a registration period of from one (1) to five (5) years. The following policies, rules, and procedures set out herein must be followed by Registrars in dealing with Applicants. If an Applicant either selects a registration period of more than one (1) year or is charged by its Registrar on the basis of a registration period of more than one (1) year, then the Applicant's Registrar must request registration of the domain name for the full period requested by the Applicant (or for which it was charged) and pay to NIRA the applicable Registration Fee for the full registration period selected or paid for by an Applicant at the time as specified in these policies, rules, and procedures.

**2.6 Validation of Registration Request.** Registration Requests and all other requests to which this Section 2.6 applies will be validated according to the following criteria before being processed:

- (a) Registration Requests can only be made by an active NIRA Certified Registrar and must conform to NIRA's Standard for Registrars Communicating with the Registry;
- (b) the Registrar must have sufficient funds to cover any fees associated with the processing of a Registration Request in accordance with the Fee Policy and Rules plus any applicable taxes; and
- (c) the Domain Name specified in the Registration Request must be available for registration and qualify for registration in accordance with the NIRA Domain Names Policy.

Failure to meet any of these conditions will result in the Registration Request or other request being rejected and cancelled by NIRA. The Applicant's Registrar will be advised of this by NIRA by email. No fee will be payable by the Applicant's Registrar in such event.

**2.7 Responsibility for Selected Domain Name.** It is the Applicant's responsibility to ensure that the Applicant has the right to use the Domain Name which is the subject of the Registration Request and that the registration or use of the Domain Name to which the Registration Request relates does not violate any third party intellectual property rights or other rights, does not defame any person and does not contravene any applicable laws including Nigerian federal, state and local human rights legislation and the *Criminal Code* (Nigeria), as amended from time to time.

**2.8 Processing of Registration Request.** Registration Requests will be processed as follows:

- (a) Registration Requests will be processed on a first come, first served basis. The time it may take NIRA to pre-process a Registration Request may vary depending on the method used by an Applicant's Registrar to send a Registration Request to NIRA.
- (b) NIRA will electronically verify that all required fields on a Registration Request have been completed, and select fields will be formally validated in accordance with the requirements set out in Section 2.6 above.
- (c) If the Registration Request is not complete or fails the validation test, NIRA will advise the Registrar who submitted the Registration Request that the Registration Request has been rejected and cancelled. The message will further indicate which fields have not been completed in the Registration Request or have failed the validation test. The Domain Name will not be reserved and may be the subject of a Registration Request by another Applicant. The Registrar must notify the Applicant that the Registration Request has been rejected and cancelled. If the Applicant wishes to re-apply to register the selected Domain Name with NIRA, the Applicant, through its Registrar, will

then be required to submit a new Registration Request in accordance with these policies, rules, and procedures.

(d) If the Registration Request is complete and has been validated in accordance with the above procedures, NIRA will advise the Applicant's Registrar that the Domain Name has been reserved.

**2.9 Confirmation by Applicant.** An Applicant who is registering a Domain Name must accept to be bound by NIRA policies, rules and procedures as revised and published and confirm electronically endorsement of the NIRA Registrant Agreement. The absence of this confirmation voids any domain transactions the applicant has executed.

### **3. ADMISSIBLE DOMAIN NAMES**

**3.1** All Registration Requests will be subject to meeting the terms of section 4 of the NIRA Domain Names Policy regarding admissible Domain Names:

**3.2 Rejection, Refusal to Register, Suspension and Cancellation by NIRA.** NIRA, in its sole discretion, has the right to reject and refuse to register any Domain Name for any reason whatsoever. NIRA, in its sole discretion, has the right to cancel or suspend a Registration within 30 days of the date of Activation of the registration in the NIRA Registry. The period of suspension shall be determined by NIRA in its sole discretion. A Registration which is suspended by NIRA hereunder may, in NIRA's sole discretion, be subsequently cancelled in accordance with the NIRA Domain names Policy or Article 6 of the Registrant Agreement. In addition, a Registration may be suspended or cancelled by NIRA pursuant to the various provisions of Article 4 of the Registrant Agreement. Further, a Registration may be cancelled, upon the request of the Registrant's Registrar for any reason whatsoever to NIRA, within 7 days of the date of Activation of the Registration in accordance with the Cancelling a New Registration Request Policy, Rules, and Procedures and a renewal of a Registration may be cancelled by a Registrant's Registrar in accordance with the Cancellation of Renewal Request Policy, Rules, and.

### **4. MODIFICATION OF REGISTRATION INFORMATION AND MEMBERSHIP INFORMATION**

**4.1 Registrant's Responsibility.** It is the Registrant's obligation and responsibility to ensure that all Registration Information, as defined in the Registrant Agreement, is up-to-date, complete and accurate. Any update of Registration Information must be done through the Registrant's Registrar of record unless otherwise permitted by NIRA.

**4.2 Modifications.** In addition to transfers of Registrations, some of the Registration Information for a Domain Name Registration can be modified with respect to Critical Information or Non-critical Information. "Critical Information" is defined as being:

- (a) Registrant legal type information and description;
- (b) Administrative Contact information;

**4.3 Modification of Non-Critical Information.** To modify Non-critical Information contained within a Registration Information, the Registrant must follow the procedure provided below:

- (a) The Registrant must contact its Registrar of record and advise the Registrar, in accordance with the Registrar's procedures, of the modifications to be made to the Registration Information and request the Registrar to submit these changes in a format as approved by NIRA.
- (b) The Modification Request will then be validated in accordance with Section 2.
- (c) NIRA will then make the requested changes to the specified Domain Name Registration Information and will notify the Registrant and its Registrar of record by email when the requested changes have been made. If the Registrant did not request or authorize the changes to be made, then the Registrant should immediately contact its Registrar of record.

**4.4 Registration Information Exclusion.** Notwithstanding the other sub-sections of this Section 5, the Registrant's name shall for the purposes of this Section 4 not be included in the definition of Registration Information.

**4.5 Unauthorized Changes.** If a Registrant has not requested or authorized any changes to its Administrative Contact information, the Registrant should immediately contact its Registrar.

**4.7 Outstanding Modifications to Critical Information.** If a request to modify Critical Information for a domain is not completed or approved, any additional requests to modify Critical Information for the same domain, by any Registrar, will be rejected until the initial request for changes have been completed or approved. Further, the following processes will also be rejected if a request to modify Critical Information is not completed or approved:

- (a) Registrant to Registrant transfer requests;
- (b) Registrar to Registrar transfer requests;
- (c) Registrant to Registrant merge requests; and/or
- (d) Do not renew domain name registration requests.

## **5. CHANGE OF REGISTRAR**

**5.1 Change of Registrar.** A Registrant may change its Registrar of record for all or some of its Registrations, from the date when the Domain Name Registration has been Activated (as defined in the Registrant Agreement) at any time in accordance with this Section 6. A Registrant is required to change its Registrar in accordance with, and within the time limits provided in the Registrant Agreement with NIRA. Under the Registrar Agreement, a Registrar has limitations on its ability to contact and solicit business from Registrants.

**5.2 Selection of New Registrar.** To change its Registrar of record for a Domain Name Registration, the Registrant must first select a new Registrar.

**5.3 Change of Registrar Request.** The Registrant must request the new Registrar to submit a Change of Registrar Request to NIRA. The Change of Registrar Request will be validated and processed in accordance with NIRA Policies, rules and Procedures and as follows:

- (a) If the Change of Registrar Request is validated in accordance with Section 2, NIRA will notify the Registrant by email that its new Registrar has submitted to NIRA a Change of Registrar Request for the Domain Name Registration specified in the Request. The Registrant will be required to confirm the Change of Registrar Request within 7calendar days of the notification.
- (b) If the Registrant confirms the Change of Registrar Request within 7 calendar days of the time and date of NIRA's email to the Registrant, NIRA will amend the Registrant Information to identify the new Registrar as the Registrar of record for the Registration. NIRA will also notify the Registrant, the former Registrar and the new Registrar that the amendment has been recorded. If the Registrant rejects the Change of Registrar Request or fails to confirm the Change of Registrar Request within 7 calendar days of the time and date of the email received from NIRA, the Change of Registrar Request will be cancelled, the Registrant and the new Registrar will be advised of the cancellation by email, and no change will be made to the Registrar of record.

**5.4 Unauthorized Changes.** If a Registrant has not requested or authorized that a Change of Registrar Request be submitted on its behalf, then the Registrant should immediately contact its Registrar and NIRA and explain the situation. A simple way to contact NIRA by email is to use the email REPLY function on the email from NIRA.

## **6. RENEWAL OF REGISTRATION**

**6.1 Renewal.** Each Registration has a registration period of one (1) to five (5) years. In order to maintain a Registration, the registration period must be renewed prior to its expiry. A renewal of a registration period in the NIRA Registry may be made at any time prior to the expiry of the registration period for a period of one (1) to four (4) years, provided that in no event shall the then unexpired registration period plus any requested renewal period for a particular Registration exceed five (5) years.

**6.2 Renewal Request.** To renew the registration period of a Registration, a Registrant must request its Registrar of record to submit a Renewal Request to NIRA. This Request may be made at any time during the then current registration period of the Registration. The Request will be validated and processed in accordance with Section 2. NIRA will then notify the Registrar of record by email that the registration period has been renewed for the period requested in the Renewal Request. Should the requested renewal period result in an unexpired registration period plus any requested renewal period exceeding the ten (10) year maximum registration period allowed by NIRA, the renewal period will be deemed to be the number of full years measured from the expiration of the then current registration period which would result in an unexpired registration period plus any requested renewal period not exceeding the five (5) year maximum period allowed by NIRA. If a Registrant selects a renewal period of more than one (1) year or is charged by its Registrar on the basis of a renewal period of more than one (1) year, the Registrar must request a renewal period which is the same as the renewal period so selected by the Registrant or charged for by the Registrar to the Registrant but no greater than the maximum registration period allowed by NIRA, and pay to NIRA the applicable renewal fee for the full maximum renewal period selected or paid for by the Registrant. The Registrar will be charged by NIRA for the applicable renewal fee in accordance with the NIRA Fee Policy and all applicable taxes in accordance with this Section 6.2.

**6.3 Allowing Registration to Expire – Notice to NIRA.** If a Registrant does not wish to renew the registration period for a Domain Name Registration, the Registrant may, through its Registrar of record, advise NIRA that the registration period should expire at the end of its term. NIRA will send the Registrar of record for the Domain Name an email confirming the request to let the Registration expire at the end of its term. NIRA will send a separate email to the Registrant requesting that the Registrant confirm the request to allow the registration period to expire. The Registrant will be asked to go, within 30 days from the time and date of the email, to a secure web site identified in the email, identify itself with the User Account previously provided by NIRA and confirm its identity by using the Private Password previously provided by NIRA. The Registrant will then be asked to confirm the request to allow the registration period for the Registration to expire. If the Registrant confirms the request within such 30 day period, NIRA will advise the Registrant and the Registrar of record for the Registration by email that the Registration will expire. This message will also advise that there will be no further notification from NIRA, except to advise of the expiry of the Registration. If the Registrant does not confirm the request within such 30 day period, the request will be cancelled and the Registrant and its Registrar will be advised of the cancellation by email.

**6.4 Notification by NIRA.** If, prior to the expiry of the Registration, the Registrant, through its Registrar, fails to initiate a Renewal Request, or to advise NIRA that the Registration should expire on its expiry date, NIRA will use reasonable commercial efforts to complete the following notification process, provided that NIRA will have no liability to the Registrant, its Registrar or any other person if NIRA fails to complete the notification process or any step thereof:

- (a) If the registration period has not been renewed seven (7) days prior to the expiry date of the registration period, NIRA will send the only and final advisory email message to the Registrar of record that the Registration is due to expire within seven (7) days; and
- (b) If the Registration has not been renewed by its expiry date, the Registration will be automatically suspended from the expiry date of the registration period for a period of 30 days. Both the Registrant and its Registrar of record will be advised of this suspension by email. The effect of a suspension of a Registration is described in the Registrant Agreement. Essentially, the effect is that an Internet user will not be able to send email or access a web page which incorporates the registered Domain Name until the Registration is reactivated.

**6.5 Reactivation of Suspended Registration.** A Registration which has been suspended for a failure to renew may be reactivated at any time by the Registrant, through its Registrar of record, by submitting a Renewal Request in accordance with Section 6.2 within 30 days after the date of suspension and paying the applicable fee in accordance with the NIRA Fee Policy plus all applicable taxes.

**6.6 Cancellation of Suspended Registration.** A Domain Name Registration which has been suspended for a failure to renew and has not been reactivated in accordance with Section 6.5 within 30 days after the date

of the suspension will be cancelled, and the Domain Name will be made available to others for registration. Both the Registrant and its Registrar of record will be advised by email of the cancellation of the Registration.

## **7. TRANSFER OF REGISTRATION**

Although a Domain Name Registration is not the property of the Registrant, NIRA will recognize a transfer of the Registration. A Registrant may, after the date of Activation (as defined in the Registrant Agreement) of the Domain Name Registration, at any time transfer a Domain Name Registration to another person in accordance with the following procedure:

**7.1 Nigerian Presence Requirements.** Proposed transferees of a Registration in a closed SLD must meet the Nigerian Presence Requirements for Registrants set out in Section 2.1.

**7.2 Transfer Request.** The Transferor Registrant must cause its Registrar of record to submit a Registrant Transfer of Registration Request ("**Transfer Request**") to NIRA indicating the Transferee Applicant's specified details. This Transfer Request will then be validated and processed in accordance with Section 2.

**7.3 Confirmation by the Transferor Registrant.** If the Transfer Request is so validated and processed, NIRA will send an email to the Transferor Registrant to confirm the Transfer Request within 7 calendar days. If the Transferor Registrant confirms the Transfer Request, NIRA will mark the Registration in NIRA's WHOIS database available to the public as subject to a pending transfer. The Transferor Registrar, the Transferor Registrant, the Transferee Applicant and the Transferee Registrar will be advised by NIRA once this has taken place. If the Transferor Registrant does not comply with this confirmation procedure within 7 calendar days period, the Transfer Request will be rejected and cancelled, and NIRA will give notice of the cancellation to the Transferor Registrant, the Transferor Registrar, the Transferee Applicant and the Transferee Registrar.

**7.4 Transferee Applicant Transfer Request.** Once the Transferor Registrant has confirmed the Transfer Request, the Transferee Applicant must cause the Transferee Registrar to submit the Transferee Applicant Transfer Request to NIRA. This Request will be processed and validated in accordance with Section 2.

**7.5 Confirmation by Transferee Applicant.** If the Transferee Applicant Transfer Request is so validated and processed, NIRA will send an email to the Transferee Applicant to confirm that the information provided by the Transferee Registrar in the Transferee Applicant Transfer Request is correct with 7 calendar days.

**7.6 Cancellation of Request.** If the Transferee Applicant does not wish to proceed any further with the Transferee Applicant Transfer Request, the Transferee Applicant should withhold confirmation for the 7 calendar days period from the time and date of NIRA's email referred to in Section 7.5 by NIRA with no further notice to the Transferee Applicant, the Transferee Registrar, the Transferor Registrar or the Transferor Registrant. No fee is payable by the Transferee Registrar in this event.

**7.7 Transfer of Registration.** If the Transferee Applicant complies with this confirmation procedure within the 7 calendar days period, NIRA will:

- (a) transfer or cause to be transferred the Registration from the Transferor Registrant to the Transferee Applicant and make the Transferee Registrar the Registrar of record for the Registration;
- (b) advise the Transferee Applicant, the Transferor Registrant, the Transferor Registrar and the Transferee Registrar that the Domain Name Registration has been transferred to the Transferee Applicant; and
- (c) update or cause the Registration Information for the Domain Name Registration to be updated to reflect the change in Registrant. When a Registration is transferred in accordance with the procedure in Section 9, the remaining registration period is also transferred with the Registration to the Transferee Applicant and there will be no refund by NIRA to the Transferor Registrar for such fees.

## 8. SUSPENSION OF REGISTRATION

**8.1 Suspension.** A Registration may be suspended by NIRA for a variety of reasons pursuant to the Registrant Agreement (including, pursuant to Section 3 of these policies, rules, and procedures) or at the request of the Registrant. The Registrant Agreement explains the effect of a suspension. During any period in which a Registration has been suspended, an Internet user will not be able to send email or access a web page through the Domain Name which incorporates such Domain Name Registration. NIRA's WHOIS look up system will continue to list suspended Registrations while identifying to the public that the Registration has been suspended. There will be no refund of the fee for any unexpired period of the Registration. The following policies, rules, and procedures and any other Registry PRP that may apply, apply to the suspension of a Domain Name Registration.

**8.2 Suspension by NIRA.** Should a Registration be suspended by NIRA in accordance with the Registrant Agreement and the Registry PRP, NIRA will advise the Registrant and Registrar of record of the suspension, and the reason for the suspension, by email.

**8.3 Reactivation of Registration Suspended by NIRA.** A suspended Registration may be reactivated in accordance with the Registrant Agreement and Registry PRP. In addition, NIRA may reactivate a suspended Registration at any time in its sole discretion. On any reactivation of a Registration, NIRA will advise the Registrant and the Registrar of the record that the Registration has been reactivated and that it should become operational within 24 hours from the time and date stamp on the email message.

**8.4 Voluntary Suspension by Registrant.** Should a Registrant voluntarily wish to suspend one of its Registrations, it should cause its Registrar to submit a Suspend Registration Request to NIRA. The Suspend Registration Request will be validated and processed in accordance with Section 2. If the Suspend Registration Request is so validated and processed, NIRA will send a notice to the Registrant to confirm the Suspend Registration Request. If the Registrant fails to confirm the Suspend Registration Request within 7 calendar days period, the Request will be cancelled. If the Registrant confirms the Suspend Registration Request within 7 calendar days period, NIRA will suspend the Registration and advise the Registrant and its Registrar of the suspension by email. There is no fee associated with this procedure.

**8.5 Reactivation of Registration Suspended by Registrant.** If a Registrant which voluntarily suspended a Registration wishes to reactivate the suspended Registration, it must cause its Registrar to submit a Remove Suspension Request to NIRA. The Remove Suspension Request will be validated and processed in accordance with Section 2. If the Request is so validated and processed, NIRA will reactivate the Registration specified in the Remove Suspension Request and notify the Registrant and its Registrar by email that the Domain Name Registration has been reactivated and that it should become operational within 24 hours from the time and date of the email message from NIRA. There is no fee associated with this procedure.

## 9. CANCELLATION OF REGISTRATION AND PROCESSES

**9.1 Cancellation.** A Registration may be cancelled by NIRA for a variety of reasons pursuant to the Registrant Agreement (including, pursuant to Section 3 of these policies, rules, and procedures) or at the request of the Registrant or, at the request of the Registrant's Registrar in the applicable situation. The effect of cancellation of a Registration is described in the Registrant Agreement. Upon the cancellation of a Registration, the Registrant will no longer be entitled to the use of the Registration, which will be deleted from the Registry and made available to others or reserved by NIRA in accordance with Section 3 and the NIRA Domain Names Policy. There will be no refund of the Fee for any un-expired period of a cancelled Registration. The following policies, rules, and procedures and any other Registry PRP that may apply, apply to the cancellation of a Registration by the Registrant.



**9.2 Cancellation by NIRA.** Should a Registration be cancelled by NIRA in accordance with the Registrant Agreement (including Section 3 of this policy and the NIRA Domain Names Policy, and other policies, rules, and procedures and the Registry PRP), NIRA will advise the Registrant and Registrar of Record of the cancellation, and the reason for the cancellation, by email.

**9.3 Voluntary Cancellation by Registrant.** Should a Registrant voluntarily wish to cancel one of its Registrations, it should cause its Registrar to submit a Cancel Registration Request to NIRA. The Cancel Registration Request will be validated and processed in accordance with Section 2. If the Cancel Registration Request is so validated and processed, NIRA will send an email to the Registrant to confirm the Cancel Registration Request within 7 calendar days. If the Registrant does not confirm the Cancel Registration Request within the stipulated period, NIRA will not cancel the Registration and will advise the Registrant and its Registrar that the Registration has been maintained. If the Registrant confirms the Cancel Registration Request within the period, NIRA will suspend the Registration specified in the Request for a period of 30 days from the time and date of the email message from NIRA, and will advise the Registrant and its Registrar that the Registration has been suspended for 30 days from the time and date of the email message and that, if no further action is taken by the Registrant and its Registrar within this 30 day period, NIRA will cancel the Registration and may make the Domain Name available for registration by others. There is no fee associated with this procedure. If the Registrant takes no further action to reactivate the Registration within such 30 day period, NIRA will cancel the Registration and may make the Domain Name available for registration by others. NIRA will advise the Registrant and its Registrar by e-mail that the Registration has been cancelled.

**9.4 Reactivation of Registration Marked for Cancellation by Registrant.** If a Registrant which voluntarily requested, through its Registrar, the cancellation of one of its Domain Name Registrations, wishes to reactivate this Registration prior to the expiration of the 30 day suspension period referenced in Section 10.3, the Registrant must cause its Registrar to submit a Reactivate Request to NIRA. The Reactivate Request will be validated and processed in accordance with Section 2. If the Reactivate Request is so validated and processed, NIRA will send an email to the Registrant to confirm the Reactivate Request within 7 calendar days. If the Registrant confirms the Reactivate Request, NIRA will reactivate the Registration specified in the Reactivate Request and advise the Registrant and the Registrar by email that the Registration has been reactivated and should become operational within 24 hours from the time and date stamp on the email message. There is no fee associated with this procedure.

**9.5 Cancellation of Processes which require Registrant approval.** A Registrar of Record may cancel a process which:

- (a) has been initiated by the Registrar of Record on behalf of a Registrant; and
- (b) requires the Registrant's approval, at any time before the initiating Registrant has approved and validated the process.

## **10. PRIVACY**

**10.1** NIRA strongly advocates the protection of all personal information, and believes that the adoption and implementation of this policy represents good business practice. NIRA's commitment to this policy ensures that individuals are made aware of:

- a. when information about them is being collected;
- b. the purpose for which it is being collected;
- c. whether the information may be passed on to third parties; and
- d. the rights of individuals to have some control over the way any information about them is handled and maintained.

**10.2** This policy applies only to the collection and use of personal information by NIRA and its Registrars. Under NIRA's Registry License Agreement and Registrar Agreement, registrars are required to develop their own privacy policy in accordance with the requirements of this policy.

## 11. DISPUTE RESOLUTION

**11.1** The Policy sets forth the terms and conditions for resolution by arbitration of a dispute between a person (the “**Registrant**”) who has obtained the registration of a domain name in the Registry (the “**Registration**”) and any other person (other than NIRA or a NIRA Certified Registrar (a “**Registrar**”) acting in its capacity as Registrar) concerning the registration of the domain name. For the purposes of this Policy, “**domain name**” means the domain name excluding the “ng” suffix and the suffixes associated with all second, level domain names accepted for registration by NIRA.

**11.2** The NiRA Dispute Resolution Policy (NDRP) is an adaptation of the Uniform Dispute Resolution Policy (UDRP) administered by the Internet Corporation for Assigned Names and Numbers (ICANN) with respect to the global Top Level Domains (gTLDs). Some parts of the NDRP are substantively different from the UDRP. Prospective complainants should not assume that principles derived from UDRP decisions would be applicable to NDRP disputes.

## 12. GENERAL

**12.1 Dispute Resolution.** The NiRA Dispute Resolution Policy (“**NDRP**”) shall be part and parcel of the Registry PRP.

**12.2 Time Periods.** Whenever there is any reference in these policies, rules, and procedures to a date or time or a period of time from the date and/or time of an email from NIRA, the date and time will be conclusively established by reference to the time kept by NIRA’s computer system and records according to local time in Nigeria, and not to any computer system or record of Applicant, Registrant or Registrar or any other person.

**12.3 Correspondence with Registrar.** Wherever these policies, rules, or procedures or any other Registry PRP provide for email correspondence from NIRA to a Registrar, NIRA may correspond by way of any electronic means.

**12.4 Independent Confirmation.** In these policies, rules, and procedures, whenever:

- (a) an Applicant is required to confirm a Registration Request made by its Registrar in accordance with Section 2.9;
- (b) a Registrant is required to confirm Registration Information in accordance with Section 4.1 or Section 4.2;
- (c) a Registrant is required to confirm a Registration Information Modification Request made by its Registrar in accordance with Section 4;
- (d) a Registrant is required to confirm a Change of Registrar Request made by its new Registrar in accordance with Section 5.3;
- (e) a Registrant is required to confirm a request made by its Registrar to allow a registration period for a Registration to expire in accordance with Section 6.3;
- (f) a Transferor Registrant is required to confirm a Transfer Request made by its Registrar in accordance with Section 7.4;
- (g) a Transferee Applicant is required to confirm information provided by the Transferee Registrar in a Transferee Applicant Transfer Request in accordance with Section 7.7;
- (h) a Registrant is required to confirm a Suspend Registration Request made by its Registrar in accordance with Section 8.4;
- (i) a Registrant is required to confirm a Cancel Registration Request made by its Registrar in accordance with Section 9.3; or
- (j) a Registrant is required to confirm a Reactivate Request made by its Registrar in accordance with Section 9.4;

the Applicant or Registrant itself, as the case may be, or its duly authorized representative who has, in accordance with Applicable Law, the authority to bind the Applicant or the Registrant (other than

the Registrar of the Applicant or the Registrar of the Registrant), shall complete all such confirmation steps and procedures.