

**Published October 7th 2003**  
**Enforced November 7th 2003**

This Agreement, defines your registration and use of the .DJ Domain Name(s) registered by you, and explains the rights and obligations that exist in connection with the(se) Domain Name(s). Please carefully read this Agreement and decide whether you accept these terms and conditions by clicking on the appropriate button at the head of the registering Page.

### **Article 1 (Service Provider Information)**

In what follows Registry Manager is the Registrars organization managing the ".DJ" TLD Registry and operating its DNS servers on behalf of the Djibouti local and international Internet Community as designated by the Ministry of Telecommunications of the Republic of Djibouti (cf. Article 24) through the dotDJ agreements and pursuant to RFC 920 and 1591.

There are several Registrars both for Djibouti resident's domain name registrations and for specially serviced International name spaces such as for Music, Information, etc. There is a primary Registrar, which conducts the naming strategy.

There are acknowledged Name Consulting Services by third parties to assist registrants.

A.DJ is the non profit association of the registrants of the Registrar with liaison offices at the local and international Registrars.

### **Article 2 (Purpose - jurisdiction and territory applicability)**

The purpose of these registration and management terms and condition is to prescribe necessary matters concerning the conditions and procedures for domain applicants when registering and using domain names and relating with and being supported by the Registry Manager organization.

(1) These terms shall be governed by, construed and enforced in accordance with the laws of Djibouti.

(1) Use of the Service is unauthorized in any jurisdiction that does not give effects to all provisions of these Terms and Conditions.

(1) Unless otherwise specified, all materials and services in this Site are presented solely for the use in Djibouti territory.

(1) Registry Manager makes no representations that materials in their sites are appropriate or available for use in other countries. Users who choose to access them from other countries do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

### **Article 3 (Enactment of and Amendment to the Terms)**

(1) these terms and conditions may be amended pursuant to the policies of Registry Manager and the collected opinions of domain users through resolutions of A.DJ

(1) Registry Manager reserves the rights to modify or amend these registration and management terms and conditions at any time. If the terms are changed, Registry Manager will publish modified terms on <http://www.dj> web site and on all the participating Registrars sites 30 days before the effective day. After the effective day, all the changed terms will be applied to all the new disputes whatever the originating date.

(1) The applicant agrees that if these terms are changed pursuant to Paragraph 2 above, he shall be bound thereby. If the applicant does not wish to be bound by these changed terms, the applicant can request to remove the registered domain name - the registration fee will not be reimbursed.

#### **Article 4 (Composition and Rules of domain names)**

(1) Domain names registered by the Registry Manager shall be composed of 2 stages, arranged in a 2nd level domain, and a 1st level domain in that order, and shall be separated by a dot (.)

(1) The 1st level domain referred to above Paragraph 1 shall be the domain indicating the name of the country, for which "dj" shall be used and the 2nd level domain referred to above Paragraph 1 shall be the domain determined by the applicant.

(1) For the domain name, only the English characters [A-Z][a-z], the numbers [0-9] and the hyphen [-] shall be used now.

(1) The 2nd level domain shall begin with English characters or numbers and shall not start and end with a hyphen. A technology extension known as IDNA will permit to see names specially built with "xn--" as a header, to be used and displayed in the Unicode character set. The registered name is the string conforming to part (3) above, however some restrictions and constraints related to the Unicode reading may then apply for registration approval and in case of conflict.

(1) The length of the 2nd level domain shall be 3 character or more, including numbers and hyphen, and shall not exceed 63 characters

(1) Registering a domain name is to provide a service to the Internet users, for them to access Internet resources and services they expect from the registrant and from the domain name. Abusive retention of common interest domain names and misleading use of the domain names can be challenged by every Internet user and be subject to an A.DJ Conflict Ruling as per the Registry Manager Conflict Resolution Policy.

(7) the Registrant or 'Registering Party' is a person or persons who have registered the domain name with the Registry Manager pursuant to the provisions of these terms. Every Registering Party is by right a Subscribing Member of the A.DJ. Before the domain name is accepted, this person is the Applicant or those persons are the "Applying Party".

(8) mailID, login and Password are the identification sequence to access A.DJ and Registrar pages and services protected by the pay.dj service. The pay.dj service is the payment solution Registry Manager is organizing to get paid, to verify the reality of the registrant and to obtain a certified e-mail address to find him back in case of necessity.

(9) the registration and management fee is the fee for registering and maintaining a domain name on the Internet domain name system (DNS). It is established on a yearly basis.

(10) NCS (Name Consulting Service) is a person, a consulting firm, a web site, etc. servicing the relations between Registrar and the registering party. Its first service may be a referring service through a web site link.

### **Article 5 (Restrictions of Domain Name)**

(1) Registry Manager maintains the right to withdraw, withhold, redelegate, block or reserve specific domain names if necessary for the public interest, to organize a better name space in allocating them to special services or to respect compelling agreements.

(2) If Registry Manager withholds or reserves domain names, Registry Manager has not to post them publicly. Generic, nations and country, languages, city names are reserved. Pornographic, hurting, insulting, defamatory, blasphematory names, etc. will be refused..

(3) Naming related Registry Manager decisions can be objected to the A.DJ, which will eventually publish a Conflict Ruling in the best interest of the global Internet community.

### **Article 6 (Immunity in the registration)**

(1) Should there arise any infringement of the rights of third parties, unfair trade practices or unjust competitive practices in relation to the application, registration, or use of the domain name, Registry Manager shall not assume any responsibility for these infringements or practices.

(2) The applying or the registering party shall assume all responsibility in connection with the registration and use of the domain name selected by the applicant.

### **Article 7 (Application for Registration)**

A person or organization wishing to apply for Registration of Domain Names shall prepare an application for Registration of Domain Names provided on the Registrar site and submit it to Registrar via the Internet. This application shall describe the intended use for which the domain name is requested. It shall indicate the true name and own mail name of the final registrant even if the application is prepared and paid by a third party who this way will become a member of the A.DJ

If this request is introduced with the help of an NCS, that NCS will be recorded with the domain name information unless the registering party wants it removed or changed. In no case the NCS is to hide the true identity of the registrant or it will be removed from everywhere in the domain name database. NCS are registered in the domain name database through the e-mail to be used to send them pay.dj payments.

### **Article 8 (Naming Plan Structure)**

Registry Manager may decide .DJ name space limitations or global allocations to specialized Registrars, to serve a specialized community or projects. This may impose additional constraints to registrants, such as the use of a website format, the provision of

a certain type of service or to demonstrate a capacity to address users expectations related to the applied name.

### **Article 9 (Reception of Applications for Registration)**

(1) applications for registration in Article 7 shall be received by Registry Manager with the exception of applications corresponding to the situations in the following subparagraphs.

- a. the applicant does not agree to these terms.
- b. requisite items to be stated in the application for registration of domain names are omitted
- c. this domain name has already been registered, reserved or withhold, has already been applied for the registration, cannot be received due to existing obligations of Registrar or is not intended to be used as according to the Registry Manager policy.
- d. payment for the registration fees for the requested period has not been carried.

(2) If Registrar has received an application for registration pursuant to the provisions of Paragraph 1, and if it is acceptable, according to its criteria and obligations, and A.DJ member name and intellectual/industrial property policy, it shall be processed in the order received. A confirmation note shall be sent to the applicant via E-mail.

(3) if the application cannot be positively pursued and if a payment has been made, that payment will be promptly reimbursed.

### **Article 10 (Acceptance and Processing of Applications for Registration)**

Applications for registration pursuant to the provisions of Article 7 and 8 shall be carried by Registry Manager and maintained for the paid registration period with the exception of the provisions of Article 9.

The registration fee is to pay the registration and maintenance service performed by Registry Manager, in no case it will be reimbursed once the name registration process has started.

### **Article 11 (Deletion of Registration)**

(1) Should one of the following subparagraphs apply, Registry Manager may proceed to the deletion of registered domain names:

- a. the applicant's registration fee payment failed.
- b. where it is confirmed that the registering party has registered the domain name by preparing a false application for Registration of Domains
- c. where the registering party does not agree to the terms which have been changed pursuant to this agreement
- d. where a court judgment or arbitral award or A.DJ conflict resolution is rendered to the effect that registration of the domain name and the use thereof is tantamount to

infringement of the right of third parties, unfair trade practices, or unlawful practices.

e. where the registering party fails to re-apply the domain name during 5 days and 25 days of a grace period after expiration.

f. when the use of the domain name differs from the one described in the application.

(2) If Registry Manager wishes to delete the registered domain name before the expiration date of the domain name, it shall have the registering party provide clarification of the reasons why it should not under seven days. It shall keep A.DJ informed.

(3) If the clarification is found unjustifiable or fails to be made within 7 days, Registry Manager shall delete the registered domain name. Registrant will be able to call on an A.DJ arbitration.

(4) If Registry Manager deletes the registration of a domain name, it shall not be responsible for any losses and liabilities.

(5) Registry Manager will never refund the registration fee except when the registration has been initially refused.

### **Article 13 (Maintenance of accurate Information and Privacy Policy)**

In applying and in using a .DJ domain name Registering parties agree:

(1) to provide current, complete and accurate information where required in the course of application, registration or payment processes to/by Registry Manager, Registrars, NCS and A.DJ and Members identifying themselves as A.DJ Members.

(1) that Registry Manager shall have the rights to use any information collected from them or provided by them in accordance with Registry Manager and Djibouti Privacy Policy

(1) to notify Registry Manager through the update on-line process the latest information related to the domain name stored at Registry Manager and to keep it updated with the correct information.

(1) to take full responsibility for all disadvantages caused by negligence in maintenance of information related to the domain name.

### **Article 14 (Maintenance of Registration)**

If the registering party dies or expires without applying for removal of the domain name, Registry Manager shall deem the relevant domain name effective until the successor of the relevant registering party applies for removal thereof, or until the relevant period corresponding to the paid registration fee.

### **Article 15 (Fee for Application for Registration)**

(1) When the applicant files a Registration of Domain names, it shall pay Registry Manager through the relevant Registrar a fee to process and maintain this registration

for a period of one or more years.

(1) this fee includes the A.DJ membership for the registration duration.

(1) The method used to pay this Fee is the decision the relevant Registrar - it should use a pay.dj solution and may be modified to best fit the need of Registry Manager, Registrar, the international practices, the privacy laws and the Djibouti's laws and policy.

(1) There is only one registration rate. It is used in the registration form and may be modified by Registrar.

(5) Registry Manager organizes and develops incentive, relation, support programs for NCS. It compensates NCS on a yearly basis at registration or renewal time. This compensation is of 5% of the registration fee. Further cooperation can be organized for the best support of Registrants, especially on a national/language basis with the cooperation of Registrar partners. NCS may prepay registrant's yearly fees with a bulk discount of 10% from 10 yearly fees, 12.5% from 50 yearly fees and 15% over 100 yearly fee.

### **Article 16 (Domain Renewal)**

(1) Registry Manager will notify registrant and NCS associated to a domain name that the registrant's domain is about to expire so the registrant or NCS may renew may renew.

(2) a 5 days grace period will be provided for a re-apply of the domain name in order to allow registrants to re-apply the expired domain name. If registrants re-apply the domain during the 30 days period, the renewed date of the domain name will start on the expired date. During that period after expiration, the domain name will be kept activated online, however, the domain name will not be allowed to transfer to a third party. After the 5 days grace period the domain name will stop functioning but the original registrant has the right to re-apply the domain name. If the registrant does not re-apply the domain 30 days after the expiration date the domain name becomes available for registration by other parties.

(3) re-applies are subject to the same approval as initial applications and can be refused.

(4) renewal is subject to the yearly registration and maintenance fee. A multi-year discount is applied for registration of 10 years and over.

(5) renewal notifications are emailed to the address in registrant's account or to his NCS. As this is the only form of notification you will receive, please keep your email address current or update any changed information on Registrar's web site if it is necessary.

### **Article 17 (Transfer of the Domain Name)**

Names cannot be transferred. They can be reapplied while being already registered. The approval will be subject to the approval of the current holder verified by his payment of a Transfer Management Fee of \$ 25. The new registration is subject to the

standard rules. If the new registration is denied, the domain name remains with the former holder. The transfer management fee is not reimbursed.

### **Article 18 (Registrant's Duties)**

Registering parties must:

(1) have all requisite power and authority to execute this Agreement and to perform their obligations.

(2) In the event they register a Domain Name on behalf of a third party, acting as its NCS, they will make sure they have the authority to bind that third party as a principal party to all terms and conditions provided. They will never hide his true name. They would be otherwise immediately removed from every NCS programs, without any compensation and losing the all their current prepayments. This is because they are expected to make sure the .DJ domain is a space of trust among users and registering parties.

(3) to the best of their knowledge, neither directly or indirectly infringe nor dilute the legal rights of any third party nor violate any applicable law through the registration of the Domain Name or the manner in which they use the Domain Name.

(4) understand and accept that they are to determine whether they have the right to use the Domain Name and whether their use of the Domain Name infringes or dilutes the trademark or other rights of any third party.

(5) understand that registration and use of domain name are subjected to every of these terms and conditions and of any Policies that are or may be enacted by Registry Manager according to these terms and conditions or by Djibouti's law.

(6) understand and accept that Registry Manager will not disclose information on them to the public and they should maintain a page at [http://domain\\_name.dj/quiquest.htm](http://domain_name.dj/quiquest.htm), with the information they want to publish.

(7) accept that Registry Manager has the right to verify at any time any of the information they provided and that they are they are the organization of the person they claim and to inform A.DJ of the result.

(8) understand and accept that if they change the described use of the domain name Registry Manager may terminate the registration.

(9) not publicly offer, advertise, or otherwise make available the delegation of subdomains from the Domain Name unless agreed with Registry Manager and the relevant Registrar.

(10) not make public or disclose to third party, except to their counsels or legal authorities, any dispute they might have with a Registrar or the Registry Manager.

(11) agree that in the event they breach any of their listed duties, Registry Manager shall have the right to terminate this Agreement and/or cancel, suspend, transfer or modify their registration of the Domain Name and/or terminate services if such breach is not cured within three 7 days' notice by e-mail at their registration address.

## **Article 19 (Use of the Service and Restriction)**

(1) Registry Manager DNS name servers hours are 24 hours and 7 days a week including all the holidays, but is dependent from TLD Manager Master system and secondary servers at various partnering sites.

(2) Registry Management and Support is provided during working hours at its places of operations in France (Weekend on Saturday/Sunday) and Djibouti (Weekend on Thursday/Friday).

(3) Registering Party guarantees Registry Manager and Registrars it will not use its site and services for any purpose that is unlawful or prohibited by these Terms and Conditions.

(4) Registry Manager expressly prohibits any unauthorized commercial use of its site and services. Registering Party consents to observe all applicable local, state, national and international laws and regulations and to be solely responsible for all acts or results that occur under its account and/or password.

(5) Registry Manager has no obligation to monitor the Service or any user's use thereof and retain the content of any user session. However, Registry Manager reserves the rights at all times to monitor, review, retain and/or disclose any information as it seems to be necessary, in its sole discretion, to satisfy any applicable law, regulation, legal process or governmental request or so as to consistent with its "Privacy Policy".

## **Article 20 (Disputes Involving Domains)**

Any applying, registering or third party relating with Registry Manager under the terms of these Terms and Conditions acknowledges that Registrar does not, and cannot, screen, review, evaluate or investigate its legal right to use the Domain Name.

In the event any third party disputes the right to display, exploits, register or otherwise use a Domain Name in any fashion, Registrar and the Registering Party shall act in accordance with, and be bound by, the Registrar A.DJ Dispute Policy.

Registry Manager has adopted the Uniform Domain Name Dispute Resolution Policy established by the Internet Corporation for Assigned Names and Numbers ("ICANN") with the following provisions, as permitted by that procedure:

a. the UDRP undefined "domain name" term is understood as per the present terms and conditions

b. disputes are administered by A.DJ. In particular A.DJ may decide to replace Panels by randomly designated Member Juries from a specific registrant category (by language, type of activity, etc.). Experts from the WIPO Arbitration and Mediation Center will be approved by A.DJ on a case per case basis, at plaintiff's cost if any

## **Article 21 (Intellectual property and Service Restriction)**

(1) DotDJ and dotDJ marks and logos are trademarks and service marks of DotDJ Corporation and successors. All other trademarks, service marks and logos used on this Site are the property of their respective owners.

(1) Registering Parties acknowledge and agree that all content and materials available on Registry Manager and Registrar's site are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by Registry Manager you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content. Notwithstanding the above, you may print or download one copy of the materials or content on this site on any single computer for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices.

(1) If A Registering Party believes any material on a Registry Manager or Registrar Site is infringing its copyrights or the copyrights of a third party, it is to contact Registry Manager. Pursuant to the Digital Millennium Copyright Act, Registrar has designated a registered agent to receive copyright infringement claims. Notifications of alleged copyright infringement are to be notified to the Designated Agent at: support@www.dj

### **Article 22 (Independence of Agreement)**

Even if any provision of this Agreement is held invalid, unenforceable, or void, the remainder of the Agreement shall not be affected.

### **Article 23 (Indemnity)**

You being any applying, registering or third party relating with Registry Manager and/or any Registrar under the terms of these Terms and conditions, you agree to defend, indemnify, and hold harmless Registry Manager, every Registrar and A.DJ and their officers, directors, shareholders, licensors, related companies, employees, agents, and attorneys from and against any and all losses, liabilities, claims, demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable attorneys' fee and costs brought by third parties against Registry Manager, Registrar and A.DJ and/or its Related Parties arising from or in connection with this Agreement, or your registration or use of the Domain Name or the Services, or claims brought against Registry Manager, Registrar, A.DJ and/or its Related Parties by you in which Registry Manager, Registrar, A.DJ and/or its Related Parties prevail. The Claims shall include, without limitation, those based on infringement of intellectual property rights, dilution, tortuous interference with contract or prospective business advantage, unfair competition, defamation or injury to business reputation.

### **Article 24 (Written Agreement)**

These Registration and Management Terms and Conditions constitute a written agreement between Registering Parties and Registry Manager and Registrars even though it is not physically signed by the parties hereto. A printed version of these Terms and Conditions and of any notice given in electronic form related to this Agreement, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form.

### **Article 25 (Registry Manager, Registrars and Jurisdiction)**

Under the terms of agreements between Société des Télécommunications

Internationales de Djibouti, P.O. Box 2031, Djibouti, dotDJ Corporation - 414 Hyunjin Olympia, 79-7, Garakbon-Dong, Songpa-Ku, Seoul, 138-719 Korea, Senex, Djibouti, International DJ, Data Journal and dotDJ, Centre SIAT, 4B rue de la Ceinture, 78000 Versailles, France

- Registry Manager is dotDJ since October 6th, 2003 operating <http://cic.dj>
- registry manager rights and obligations contracted until October 5th 2003 and Services other than domain name registration, are with DotDJ Corporation.
- Specialized Registrars are dotDJ Djibouti for Djibouti, IDJ for Music names and DJ for Data Journal names.

A.DJ association has offices in Djibouti and Versailles, at dotDJ locations.

Mail addresses that may be used:

dotDJ : [info@dot.dj](mailto:info@dot.dj)

dotDJ International : [intl@dot.dj](mailto:intl@dot.dj)

dotDJ Djibouti Registrar Management : [dj@dot.dj](mailto:dj@dot.dj)

dotDJ Corporation : [corp@dot.dj](mailto:corp@dot.dj)

A.DJ : [a@dot.dj](mailto:a@dot.dj)