

TERMS AND CONDITIONS ON THE USE OF .KE SECOND LEVEL DOMAINS

The following are the terms and conditions that will govern the acquisition and use of .KE second level domains purchased from, given by and administered by Kenya Network Information Centre (KeNIC).

These terms and conditions apply to, and must be adhered to, by

1) **.KE domain Registrar**

2) **.KE domain Registrant.** In this case, a Registrar is a body or an individual accredited by KeNIC to sell or resell .KE domains to the public whereas a Registrant is the final purchaser and user of the .KE domain.

Terms and Conditions are to ensure prudent use of acquired second level domains, registrars and registrants will adhere to below terms and conditions:

1. Sale and use of second level domains must adhere to the KeNIC second level domains policy and any other relevant policy governing .KE domains, but not limited to, domain sale, registration, use, transfer and deletion and by registering a domain, the registrant agrees to be subject to the said policies.
2. Sale, registration and deletion of second level domains is at the full discretion of KeNIC and acquisition of any second level domain by any party must not be deemed to be an absolute right. In this regard, KeNIC retains the right and authority to revoke registration and ownership of any second level domain if it deems there is a breach of goodwill, policies, rules or laws governing domain use. The registrant warrants that they understand and acknowledge that application for a domain name in no way guarantees that the domain name shall be allocated.
3. By registering a domain, the registrant represents and warrants that the registrant has the authority to register the domain.
4. It is strictly prohibited for second level domain owner, whether a registrar or a registrant, to sell, lease, or transfer ownership of sub-domains originating from the owned second level domain. Sub-domains are strictly for internal use by the second level domain owner. Breach of this will automatically lead to KeNIC revoking registration and ownership of the affected second level domain.
5. Acquired second level domain and its subsequent sub-domains must never be used for unauthorized, prohibited or illegal activities as defined by KeNIC's policies and the Kenyan law.

6. All registered second level domains must strictly adhere to requirements of KeNIC's WHOIS policy and the registrant acknowledges and agrees to abide by the policy.

7. Any dispute arising from, but not limited to, sale, registration, use and transfer of second level domains will be governed by the KeNIC's alternate dispute resolution policy (ADRP) and the complainant shall be obliged to pay an applicable mediation cost as determined by KeNIC.

Consequences of breach of Terms and Conditions

KeNIC reserves the right to deny, revoke or delete registration and ownership of any second level domain whose registrant or registrar contravenes these terms and conditions at its sole discretion. SLD Terms and Conditions

Changes and updates to these Terms and Conditions

This document is subject to updates and changes from time to time as the registry sees it fit. Any and all changes or updates shall be in effect at the time they are published by the registry on the registry website.