

**KENYA NETWORK INFORMATION CENTRE**



**THIRD LEVEL POLICY**

**Document Information**

**Document Contact**

Contact the following for details relating to this document:

<b>Title</b>	Kenya Network Information Centre
<b>Address</b>	P.O BOX 1461-00606
<b>Contact</b>	0715 275 483
<b>Email</b>	admin@kenic.or.ke
<b>Signature: CEO</b>	

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## **KENIC THIRD LEVEL DOMAIN REGISTRATION POLICY**

### **I. Introduction**

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

Third level domains include:

.co.ke

.or.ke

.ne.ke

.go.ke (Requires supporting documents)

.ac.ke (Requires supporting documents)

.sc.ke (Requires supporting documents)

.me.ke

.mobi.ke

.info.ke

#### **go.ke**

This domain requires supporting documents from the ICT Authority. Registration of domains under this zone can only be done through ICT Authority as it is reserved only for government entities. This is in line with Memorandum of Understanding (MOU) signed between KeNIC and ICT Authority in 2013.

#### **ac.ke**

KeNIC will require either a copy of the Certificate of Registration from the relevant Ministry, a copy of the College Charter or a copy of the Act of Parliament that was passed to establish the Institute. The documents **MUST** bear the name of the Entity. The document should classify the Entity as a Tertiary Institution: Polytechnic, Technical Institute, College or University.

## sc.ke

KENIC will require a copy of the Certificate of Registration from the Ministry of Education. The document MUST also bear the name of the Entity. The document should classify the Entity as a kindergarten, primary or secondary school

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

1. Dot KE domain Registrar
2. Dot 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 third level domains, registrars and registrants will adhere to below terms and conditions:

1. Sale and use of third level domains must adhere to the KeNIC third 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 third level domains is at the full discretion of KeNIC and acquisition of any third 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 third 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 amongst others, that registering the name will not infringe upon or violate the rights of any third party
  - Domain Names must conform to the following regulations RFC 1034, 1035, 1122, 1123 and any regulations that supersede or amend these. Kindly take note that:
  - Domain Name may contain only characters [a-z, 0-9,-]
  - Minimum length is two letters for 3<sup>rd</sup> level domains and 1 letter for 2<sup>nd</sup> Level domains
  - The maximum length is not more than 63 characters
  - A Domain Name must not begin or end with the "-" character

4. Any natural person or legal entity may apply for registration of a Domain Name.
5. For registration of third level Domain Names, a 'first come, first served' principle applies, i.e. Domain Names are allocated in the order in which the registrations are submitted to the registry.
6. It is strictly prohibited for a third level domain owner, whether a registrar or a registrant, to sell, lease, or transfer ownership of sub-domains originating from the owned third level domain. Sub-domains are strictly for internal use by the third level domain owner. Breach of this will automatically lead to KeNIC revoking registration and ownership of the affected third level domain.
7. Acquired third 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. These include but are not limited to:
  - Propagating hate speech
  - Propagating war or Inciting persons to violence
  - Advocating hatred
  - Displaying or linking to pornographic content
  - Phishing
  - Malware distribution
8. All registered third level domains must strictly adhere to requirements of KeNIC's WHOIS policy and the registrant acknowledges and agrees to abide by the policy.
9. Domain names will be registered for a period of one year from the date of registration
10. All domains will be suspended after 14 days from the date of expiry if renewal payments are not submitted.
11. Deletion of expired domains occurs after 90 days from the date of expiry. Once domains are deleted, they will be available for registration.
12. All domains that are restored after deletion resume the old billing cycle
13. Any dispute arising from, but not limited to, sale, registration, use and transfer of third level domains will be governed by the KeNIC's alternate dispute resolution policy (ADRP).

### **Consequences of breach of Terms and Conditions**

KeNIC reserves the right to deny, revoke or delete registration and ownership of any third level domain whose registrant or registrar contravenes these terms and conditions at its sole discretion. Third Level Domain 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.