REGISTRATION RULES

VERSION 2.0

POSTING DATE: OCTOBER 31, 2000

EFFECTIVE DATE: NOVEMBER 8, 2000

RULES AND PROCEDURES FOR
NEW DOMAIN NAME REGISTRATIONS COMMENCING ON THE OPERATIONAL
TRANSFER DATE,
RENEWALS, TRANSFERS AND MODIFICATIONS OF DOMAIN NAME
REGISTRATIONS
AND OTHER TRANSACTIONS CONCERNING DOMAIN NAME REGISTRATIONS

1. APPLICATION OF RULES AND PROCEDURES

1.1 **Registrations**. The following rules and procedures apply to the registration of a new domain name:

(a) between November 8, 2000 and November 30, 2000 (inclusive) in the .ca registry operated by the University of British Columbia (the "**UBC Registry**"); and

(b) in the .ca registry to be operated by CIRA (the "**CIRA Registry**") on and after the date (the "**Operational Transfer Date**" or "**OTD**") that CIRA takes over the operation and control of the UBC Registry. **The OTD is December 1, 2000, but CIRA will begin accepting requests for the registration of new .ca domain names in the UBC Registry in accordance with these rules and procedures on November 8, 2000.**

1.2 **UBC Registrations**. If you are the registrant (an "**Existing UBC Registrant**") of a domain name registration in the UBC Registry prior to November 8, 2000 (an "**Existing UBC Registration**"), these rules and procedures will not apply to you with respect to that Existing UBC Registration until you have registered that domain name in the CIRA Registry and the registration is activated by CIRA on December 1, 2000. UBC will continue to maintain all Existing UBC Registrations in the UBC Registry until November 30, 2000. These rules and procedures will apply to you if you wish to register a new domain name (i.e. a domain name that has not been registered in the UBC Registry prior to November 8, 2000). Persons who are Existing UBC Registrants of the UBC Registry (which do not include those persons who become registrants of the UBC Registry on or after November 8, 2000 and prior to December 1, 2000) ("**Interim Registrants**") must apply to CIRA to re-register the domain name registered in the UBC Registry, through a Registrar who has been certified by CIRA to provide registrar services (a "**CIRA Certified Registrar**" or "**Registrar**"), prior to the OTD in accordance with the Pre-

procedures (a "**Registration**") and to other transactions with respect to Registrations (including the procedure for changing Registrars, confirming registrant information and issuing to registrants of the CIRA Registry and Interim Registrants (collectively, "**Registrants**") a replacement User Account and Private Password. These rules and procedures will also apply once a domain name that was the subject of an Existing UBC Registration is activated in the CIRA Registry on the Operational Transfer Date.

2.   REGISTRATION OF DOMAIN NAMES

A person wishing to register a domain name that has not been registered in the UBC Registry prior to November 8, 2000, and a person wishing to apply to become a Registrant without a Domain Name, in accordance with these rules and procedures (an "**Applicant**"), must comply with the following:

2.1   **Canadian Presence Requirements**. After public consultation, CIRA has determined that the .ca domain space should be developed as a key public resource for the social and economic development of all Canadians. Accordingly, Applicants must meet certain Canadian Presence Requirements.

While the Canadian Presence Requirements for Registrants set out below still require a connection to Canada, they will enable a much broader group of persons to register a .ca domain name than under the rules of the UBC Registry.

CIRA is committed to reviewing these Canadian Presence Requirements from time to time in order to ensure they remain in the best interests of Canadians and the CIRA Registry.

On and after November 8, 2000, only the following individuals and entities will be

(b)   **Permanent resident**. A permanent resident as defined in the *Immigration Act* (Canada), R.S.C. 1985, c.I-2, as amended from time to time, who is ordinarily resident in Canada (as defined below) and of the age of majority under the laws of the province or territory in Canada 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)   **Corporation**. A corporation under the laws of Canada or any province or territory of Canada;

(e)   **Trust**. A trust established and subsisting under the laws of a province or territory of Canada, more than 66 K% of whose trustees meet one of the conditions set out in paragraphs (a) to (d) above;

(f)   **Partnership**. A partnership, more than 66 K% of whose partners meet one of the conditions set out in paragraphs (a) to (e) above, which is registered as a partnership under the laws of any province or territory of Canada;

(g)   **Association**. An unincorporated organization, association or club:

   (i)   at least 80% of whose members: (A) are ordinarily resident in Canada (if such members are individuals); or (B) meet one of the conditions set out in paragraphs (a) to (f) above (if such members are not individuals); and

   (ii)   at least 80% of whose directors, officers, employees, managers, administrators or other representatives are ordinarily resident in Canada;

(h)   **Trade union**. A trade union which is recognized by a labour board under the laws of Canada or any province or territory of Canada and which has its head office in Canada;

(i) a university or college which is located in Canada and which is authorized or recognized as a university or college under an Act of the legislature of a province or territory of Canada; or

(ii) a college, post-secondary school, vocational school, secondary school, pre-school or other school or educational institution which is located in Canada and which is recognized by the educational authorities of a province or territory of Canada or licensed under or maintained by an Act of Parliament of Canada or of the legislature of a province or territory of Canada;

(k) **Library, Archive or Museum**. An institution, whether or not incorporated, that:

(i) is located in Canada; and

(ii) is not established or conducted for profit or does not form part of, or is not administered or directly or indirectly controlled by, a body that is established or conducted for profit, in which is held and maintained a collection of documents and other materials that is open to the public or to researchers;

(l) **Hospital**. A hospital which is located in Canada and which is licensed, authorized or approved to operate as a hospital under an Act of the legislature of a province or territory of Canada;

(m) **Her Majesty the Queen**. Her Majesty Queen Elizabeth the Second and her successors;

(n) **Indian band**. Any Indian band as defined in the *Indian Act* (Canada), R.S.C. 1985, c. I-5, as amended from time to time, and any group of Indian bands;

of a territory; a federal, provincial or territorial Crown corporation, govern ment agency or government entity; or a regional, municipal or local area government;

(q) **Trade-mark registered in Canada**. 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 Act* (Canada) R.S.C. 1985, c.T-13, as amended from time to time, but in this case such permission is limited to an application to register a .ca domain name consisting of or including the exact word component of that registered trade-mark; or

(r) **Official marks**. A Person which does not meet any of the foregoing conditions, but which is a Person intended to be protected by Subsection 9(1) of the *Trade-Marks Act* (Canada) at whose request the Registrar of Trade-marks has published notice of adoption of any badge, crest, emblem, official mark or other mark pursuant to Subsection 9(1), but in this case such permission is limited to an application to register a .ca domain name consisting of or including the exact word component of such badge, crest, emblem, official mark or other mark in respect of which such Person requested publications.

For the purposes of these rules and procedures:

(a) **"ordinarily resident in Canada"** means an individual who resides in Canada for more than 183 days in the twelv e month period immediately preceding the date of the applicable request for registration of the .ca domain name or sub -domain name and in each twelve month period thereafter for the duration of the domain name Registration; and

(b) **"Person"** includes an individ ual, 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

name search to see if the domain name is available for registration within CIRA's "**WHOIS**" look-up system (located at http://www.cira/public?LANGUE=en).

2.3   **Selection of a CIRA Certified Registrar**. The Applicant must select a CIRA Certified Registrar who will act on its behalf in submitting an application for the registration of a domain name ("**Registration Request**") to CIRA. A Registration Request cannot be submitted directly by the Applicant to CIRA, but must be made through an active CIRA Certified Registrar. For a list of active CIRA Certified Registrars, please visit http://www.cira.ca/cira/public?LANGUE=en&REGIS=o. Registrars may have different contractual provisions, provide different services, have different geographical focuses, function in different languages 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 CIRA 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 CIRA in order to complete the Registration Request to CIRA.

2.5   **Registrations in UBC Registry**. If a Registration Request is processed, validated and confirmed in accordance with these rules and procedures and if the Registration (hereafter sometimes call an "**Interim Registration**") is activated on or after November 8, 2000 and prior to December 1, 2000, then the Interim Registration will be made in the UBC Registry and maintained in the UBC Registry until November 30, 2000. CIRA has decided to postpone the Operational Transfer Date until December 1, 2000 to allow Existing UBC Registrants more time to re -register domain names already registered in the UBC Registry with CIRA. However, UBC has agreed with CIRA to register new

Interim Registrations will automatically be registered and activated in the CIRA Registry on December 1, 2000 when CIRA begins operating the CIRA Registry, with no further action required by the Registrant of the Interim Registrati on.

The Applicant hereby grants to CIRA the right to disclose to UBC for the purposes of registration of a domain name, maintenance of the UBC Registry and related activities, and to third parties through the UBC Registry, the information set out in Sectio n 4.1 of the Registrant Agreement.

2.6   **Registration Period**. An Applicant may select a registration period of one (1) to ten (10) years for the registration of the domain name that is the subject of the Registration Request. An Applicant must advise its Regis trar which registration period it wishes to select.

It has come to CIRA's attention that one or more Registrars may be 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 CIRA for a one (1) year registration period and agreeing with the Applicant to renew the Registration and pay CIRA 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 ten (10) years. The following rules must be followed by Registrars in dealing with Applicants.

On or after November 8, 2000, 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)

July 1, 2001, the Registrar shall renew the Registration that was the subject of the Registration Request for the balance of the registration period selected by the Applicant or for which the Applicant was charged, and the R egistrar shall pay to CIRA the applicable renewal fee in accordance with the Fee Schedule (located at http://www. cira.ca/registrars/documents.html) plus all applicable taxes.

Because of the postponement of the OTD from November 1, 2000 to December 1, 2000, the registration period of each Interim Registration in the CIRA Registry will commence on December 1, 2000 and extend for the registration period selected by the Registrar on behalf of the Appl icant. There will be no fee charged by CIRA for the registration in the UBC Registry prior to December 1, 2000.

2.7   **Validation of Registration Request**. Registration Requests and all other requests to which this Section 2.7 applies will be validated according to the following criteria before being processed:

(a)   Registration Requests can only be made by an active CIRA Certified Registrar and must conform to CIRA's Technical and Security Policies and Procedures for Registrars Communicating with the Registry (located at http://www.cira.ca/registrars/documents.html);

(b)   Registration Requests must be in the format specified by CIRA as per CIRA's Technical and Security Policies and Procedures for Registrars Communicating with the Registry;

(c)   the Registrar must have sufficient funds deposited with CIRA in the account of CIRA that has been designated for use by CIRA to receive prepayments of fees from Registrars (the "**CIRA Deposit Account**") to cover any fees associated with the processing of a Registration Request in accordance with the Fee Schedule (located at http://www.cira.ca/registrars/documents.html) plus any

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

2.8 **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 Canadian federal, provincial and territorial human rights legislation and the *Criminal Code* (Canada), R.S.C. 1985, c.C-46, as amended from time to time.

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

(a) Registration Requests will be processed on a first come, first served basis. At times of peak demand, Registration Requests may be queued by the CIRA Registry in accordance with the policy for the processing of requests by Registrars (located at http://www.cira.ca/registrars/documents.html).

The time it may take CIRA to pre-process a Registration Request may vary depending on the method used by an Applicant's Registrar to send a Registration Request to CIRA (e-mail, CIRA web based forms using SSL or automated web based forms using SSL and XML). Generally, if a Registrar uses e-mail to send Registration Requests to CIRA, the Registration Request will take longer for CIRA to pre-process as e-mails must be de-encrypted before processing. Applicants should be aware of this in selecting a Registrar.

(b) CIRA will electronically verify that all required fields on a Registration Request

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 CIRA, the Applicant, through its Registrar, will then be required to submit a new Registration Request in accordance with these rules and procedures.

(d)   If the Registration Request is complete and has been validated in accordance with the above procedures, CIRA will advise the Applicant's Registrar that the domain name has been reserved and t he Registrar's balance in the CIRA Deposit Account will be debited the applicable fee (the "**Registration Fee**") in accordance with the <u>Fee Schedule</u> (located at http://www.cira.ca/registrars/documents.html) plus any applicable taxes.

2.10   **Confirmation by Applicant**. An Applicant who is registering a domain name for the first time will be required to confirm the Registration Request with CIRA directly in accordance with the following procedures:

(a)   If the Registration Request submitted by the Applicant's Registrar is complete and has been validated in accordance with the above procedures, CIRA will advise the Applicant and the Applicant's Registrar separately by email th at the requested domain name has been reserved. The email from CIRA addressed to the Applicant will contain the address of a secure web page, a User Account and a Private Password. The Applicant must take all steps to keep its User Account and Private Password confidential and to prevent any unauthorized use or misuse of this User Account and Private Password.

(b)   For Applicants whose Registrars elect to communicate with CIRA using automated web based forms using SSL and XML, if the Registration Request

Registrar must keep such information strictly confidential and mus t not use or disclose such information. The Applicant should take all steps to keep its User Account and temporary Private Password confidential and to prevent any unauthorized use or misuse of this User Account and temporary Private Password. The temporary Private Password will be cancelled and replaced later by CIRA in accordance with Section 2.16.

(c)   Within 168 hours (7 days) of the time and date of the email message from CIRA, or the time and date of being advised by its Registrar of the Applicant's User Account and Private Password, as the case may be, (the "**Seven Day Period**"), and any extension thereof approved by CIRA in accordance with Section 2.10(i), the Applicant will be requested to go to the secure web page identified in the email from CIRA or ac cessed via a web-based link from the Registrar's website, use the User Account to identify itself, and confirm its identity with the Private Password.   The Applicant will then be required to perform the following confirmation steps:

(i)   confirm that the inform ation provided by its Registrar in the Registration Request is correct;

(ii)   read the Registrant Agreement, including the Rules and Procedures related thereto;

(iii)   either download a copy of the Registrant Agreement (including the Rules and Procedures) or request CIRA to email to it a copy of the Registrant Agreement (including the Rules and Procedures related thereto);

(iv)   accept and agree to the Registrant Agreement (including the Rules and Procedures); and

The Registrant Agreement, including the Rules and Procedures, as amended from time to time, is binding on the Applicant and effective upon the date that the Applicant enters into the Registrant Agreement with CIRA. Notwithsta nding any provision of the Registrant Agreement: (i) the Registrant Agreement will apply to Applicants who obtain an Interim Registration in the UBC Registry in accordance with Section 2.5 hereof; and (ii) the term "**Domain Name Registration**" as defined in the Registrant Agreement includes an Interim Registration.

Copies of these documents are located at http://www.cira.ca/registrars /documents.html.

(d)   **If, for any reason, the Applicant fails to complete the confirmation procedure set out in Section 2.10(c) within the Seven Day Period or any extension thereof approved by CIRA, then the Registration Request will be rejected and cancelled with no further notice to the Registrar or the Applicant by CIRA. The User Account and Private Password will expire at the end of this period. The Registrar will be credited for the amount of the Registration Fee, but a fee will be payable by the Registrar for a failure by an Applicant to complete the confirmation procedure in accordance with the Fee Schedule (located at http://www.cira.ca/registrars/documents.html) plus any applicable taxes. The requested domain name will no longer be reserved by CIRA and will be made available to others for registration.**

(e)   If the Applicant complies with this confirmation procedure within the Seven Day Period or any extension thereof approved by CIRA, CIRA will advise the Applicant's Registrar and the Applicant by email that the Registration Request is confirmed and that the requested domain name should be activated within 24 hours of the date and time of the em ail from CIRA.

through its Registrar within the Seven Day Period or any extension thereof approved by CIRA. Once the modifications have been made, the Applicant must complete the confirmation steps set out in Section 2.10(c) within the Seven Day Period or any extension thereof approved by CIRA.

(g)   Another part of the confirmation process requires the Applicant to accept and agree to the Registrant Agreement (including the <u>Rules and Procedures</u>). If the Applicant does not accept the terms and conditions of the <u>Registrant Agreement</u> (including the <u>Rules and Procedures</u>) and does not wish to proceed with the Registration Request any further, the Applicant should select the CANCEL option on this web page. The Registration Request will be rejected and cancelled at the end of the Seven Day Period or any extension thereof approved by CIRA with no further notice to the Registrar or the Applicant by CIRA.

(h)   CIRA will use reasonable efforts to give notice to the Applicant and the Applicant's Registrar if the Applicant has not complied with this confirmation procedure within the first 144 hours (6 days) of the Seven Day Period.

(i)   Should the Applicant be unable to complete the confirmation procedure set out in Section 2.10(c) within the Seven Day Period, the Applicant should contact its Registrar who may request a 168 hour (7 day) extension to the Seven Day Period from CIRA. Such an extension may be granted only once and only if the Applicant does not have any other such extension currently in effect. CIRA reserves the right to refuse extensions in its discretion. If a 168 hour (7 day) extension is granted by CIRA or if CIRA refuses a request for an extension, CIRA will advise the Registrar and the Applicant by email.

(j)   If the domain name selected in the Registration Request is registered, CIRA will advise the Registrant's Registrar and the Registrant by email. The Registrant is

2.11   **No Confirmation.** For (i) a Registrant who is a Registrant Without a Domain Name (see Section 2.12), (ii) a Registrant who has an Interim Registration in the UBC Registry in accordance with these rules and procedures, and (iii) a Registrant who has a Registration in the CIRA Registry (including a form er Existing UBC Registrant who has registered the domain name that was subject of an Existing UBC Registration with CIRA), the following procedure will be followed for subsequent Registration Requests by the Registrant. The Registrant will not be required to confirm any information or accept the Registrant Agreement (including the Rules and Procedures) again. The Registrant continues to be bound by the Registrant Agreement (including the Rules and Procedures). If the domain name selected in the Registrat ion Request is registered in the UBC Registry on or after November 8, 2000 and prior to December 1, 2000 or is registered in the CIRA Registry on or after December 1, 2000 in accordance with these rules and procedures, CIRA will advise the Registrant's Reg istrar and the Registrant by email. The Registrant is solely responsible for verifying the accuracy of the new Registration by visiting the CIRA website at http://www.cira.ca. If there is any inaccuracy or error i n the Registration, such as the length of the registration period, or if the Registrant believes the Registration was effected without authorization, the Registrant should contact its Registrar within 48 hours of the date and time of the email from CIRA.

2.12   **Registration as a Registrant Without a Domain Name**. This option may be preferred by an Applicant who anticipates applying to register a large number of domain names with CIRA. The Applicant may wish to apply to CIRA, through its Registrar, at any time, to be a Registrant Without a Domain Name in accordance with the following procedures. By becoming a Registrant Without a Domain Name, a Registrant does not register a domain name, but will be able to submit, through its Registrar, Registration Requests without having to go through the confirmation procedure set out in Section 2.10. When a Registration Request is validated and processed, CIRA will simply advise the Registrant and its Registrar of the registration of the domain name in the UBC

(a) The Applicant must comply with the Canadian Presence Requirements for Registrants set out in Section 2.1.

(b) The Applicant must select a Registrar in accordance with Section 2.3.

(c) Once an Applicant has selected a Registrar, the Applicant's Registrar wil 1 be responsible for preparing and transmitting to CIRA a Request to Become a Registrant Without a Domain Name based on the information provided by the Applicant to the Registrar. The Applicant must provide all relevant information to the Registrar and the Registrar must provide all relevant information to CIRA in order to complete the Request to Become a Registrant Without a Domain Name.

2.13 Validation of Request to Become a Registrant Without a Domain Name Request. A Request to Become a Registrant Without a Domain Name will be validated according to the following criteria before being processed:

(a) A Request to Become a Registrant Without a Domain Name can only be made by an active CIRA Certified Registrar and must conform to CIRA's Technical and Security Policies and Procedures for Registrars Communicating with the Registry (located at http://www.cira.ca/registrars/documents.html);

(b) A Request to Become a Registrant Without a Domain Name must be in the format specified by CIRA as per CIRA's Technical and Security Policies and Procedures for Registrars Communicating with the Registry; and

(c) the Registrar must have sufficient fun ds deposited with CIRA in the account of CIRA that has been designated for use by CIRA to receive prepayments of fees from Registrars (the "**CIRA Deposit Account**") to cover any fees associated with the processing of a Request to Become a Registrant Without a Domain

Applicant's Registrar will be advised of this by CIRA by email. No fee will be payable by the Applicant's Registrar i n such event.

2.14 **Processing of Request to Become a Registrant Without a Domain Name**. A Request to Become a Registrant Without a Domain Name will be processed as follows:

(a) CIRA will electronically verify that all required fields on a Request to Become a Registrant Without a Domain Name have been completed, and select fields will be formally validated.

(b) If the Request to Become a Registrant Without a Domain Name is not complete or fails the validation test, CIRA will advise the Registrar who submitted the Request to Become a Registrant Without a Domain Name that the Request to Become a Registrant Without a Domain Name has been rejected and cancelled. The message will further indicate which fields have not been completed in the Request to Become a Registrant Without a Domain Name or have failed the validation test. The Registrar must notify the Applicant that the Request to Become a Registrant Without a Domain Name has been rejected and cancelled. If the Applicant wishes to re -apply to become a Registrant Without a Domain Name, the Applicant, through its Registrar, will then be required to submit a new Request to Become a Registrant Without a Domain Name in accordance with these rules and procedures.

(c) If the Request to Become a Registrant Without a Domain Name is complete and has been validated in accordance with the above procedures, CIRA will advise the Registrar that the procedure to become a Registrant Without a Domain Name Applicant has been validated and the Registrar's balance in the CIRA Deposit Account will be debited the applicable fee (the " **Registration as a Registrant Without a Domain Name Fee**") in accordance with the Fee Schedule (located at

(a) If the Request to Become a Registrant Without a Domain Name submitted by the Applicant's Registrar is complete and has been validated in accordance with Section 2.13, CIRA will advise the Applicant and the Applicant's Registrar separately by email. The email from CIRA addressed to the Applicant will contain the address of a secure web page, a User Account and a Private Password. The Applicant should take all steps to keep any User Account and Private Password confidential and prevent any unauthorized use or misuse of this User Account and Private Password.

(b) For Applicants whose Registrars elect to communicate with CIRA using automated web-based forms using SSL and XML, if the Request submitted by the Applicant's Registrar is complete and has been validated in accordance with Section 2.13, the Registrar will advise the Applicant through the Registrar's website. CIRA will communicate the User Account and a temporary Private Password to the Applicant's Registrar, who will then communicate such User Account and temporary Private Password to the Applicant. The Registrar must keep such information confidential and must not use or disclose such information. The Applicant must take all steps to keep any User Account and temporary Private Password confidential and prevent any unauthorized use or misuse of this User Account and temporary Private Password. The temporary Private Password will be cancelled and replaced later by CIRA in accordance with Section 2.16.

(c) Within 168 hours (7 days) of the time and date of the email message from CIRA, or the time and date of being advised by its Registrar of the Applicant's User Account and Private Password, as the case may be, (the "**Confirmation Period**"), the Applicant will be required to go to the secure web page identified in the email from CIRA or accessed by a web-based link from the Registrar's

(ii)   read the <u>Registrant Agreement</u>, including the <u>Rules and Procedures</u> related thereto;

(iii)   either download a copy of the <u>Registrant Agreement</u> (including the <u>Rules and Procedures</u>) or request CIRA to email to it a copy of the <u>Registrant Agreement</u> (including the <u>Rules and Procedures</u>);

(iv)   accept and agree to the <u>Registrant Agreement</u> (including the <u>Rules and Procedures</u>); and

(v)   in the case of an Applicant who reads, accepts and agrees to the French language version of the <u>Registrant Agreement</u> (including the <u>Rules and Procedures</u>), confirm that the English language version of the <u>Registrant Agreement</u>, (including the <u>Rules and Procedures</u>) will govern in the event of an inconsistency between the English and French versions.

Copies of these documents are located at http://www.cira.ca/registrars/documents.html .

(d)   If, for any reason, the Applicant fails to complete the confirmation procedure set out in Section 2.15 within the Confirmation Period, then the Request to Become a Registrant Without a Domain Name will be rejected and cancelled with no further notice to the Registrar or the Applicant by CIRA. The Registrar will be credited for the amount of the Registration as a Registrant Without a Domain Name Fee, but a fee will be payable by the Registrar for a failure by an Applicant to complete the confirmation procedure, in accordance with the <u>Fee Schedule</u> (located at http://www.cira.ca/registrars/documents.html) plus any applicable taxes.

(e)   If the Applicant complies with this confirmation procedure within the

Registrant Without a Domain Name unless, before the expiration of that 90 day period, a domain name is registered in the name of the Regist rant Without a Domain Name.   Please see Section 2.17 below for a summary of how a Registrant Without a Domain Name becomes a member of CIRA in accordance with CIRA's by-laws.

(f)   Part of the confirmation procedure requires the Applicant to confirm the information provided by its Registrar in the Request to become a Registrant Without a Domain Name.   If the information provided by the Applicant's Registrar in the Request to Become a Registrant Without a Domain Name is not correct, the Applicant should select the CONFIRM LATER option on this web page, contact its Registrar and make any modifications to the information through its Registrar within the Confirmation Period.   Once the modifications have been made, the Applicant must complete the confirmation steps set out in Section 2.15.

(g)   Another part of the confirmation process requires the Applicant to accept and agree to the Registrant Agreement (including the Rules and Procedures). If the Applicant does not accept the terms and conditions of the Registrant Agreement (including the Rules and Procedures), and does not wish to proceed with the Request to Become a Registrant Without a Domain Name any further, the Applicant should select the CANCEL option on this web page. The Request will be rejected and cancelled at the end of the Confirmation Period with no further notice to the Registrar or the Applicant by CIRA.

(h)   CIRA will use reasonable efforts to give notice to the Applicant and the Applicant's Registrar if the Applicant has not complied with this confirmation procedure within the first 144 hours (6 days) of the Confirmation Period.

with the confirmation procedure set out in Section 2.10 or Section 2.15. The Registrant will merely be advised by CIRA of the registration of a selected domain name in accordance with Section 2.11. Once a domain name is registered in the name of the Registrant Without a Domain Name, the Registrant Without a Domain Name becomes a Registrant with a Registration under these rules and procedures and may make additional Registration Requests in accordance with Section 2.11.

2.16 **Permanent Private Password**. If CIRA provides an Applicant, through its Registrar, with a temporary Private Password for the purpose of complying with the confirmation procedures set out in Section 2.10 or Section 2.15, or in connection with the transfer of a domain name Registration under Section 11, CIRA will send to the Applicant an email containing a new permanent Private Password. The temporary Private Password previously provided will expire and will no longer be valid on the earlier of: (i) the sending of such email from CIRA containing such new Private Password; and (ii) the expiry of the Seven Day Period (and any extension thereof approved by CIRA) or the Confirmation Period, as the case may be. The User Account provided by CIRA to an Applicant will not change. The User Account and Private Password will be required to be used in certain communications between the Applicant and CIRA in the future to identify the Applicant in accordance with these rules and procedures.

2.17 **Registrants are Members of CIRA**. CIRA is a not-for-profit corporation without share capital under the laws of Canada. Under CIRA's by-laws, membership is limited to "Registrants" (as defined in CIRA's by-laws) who shall become members of CIRA at the time of becoming a "Registrant". CIRA's by-laws provide that a "Registrant" means any person that has registered a .ca Internet domain name in accordance with CIRA's registration requirements. For greater certainty, it is only on or after December 1, 2000 when (i) an Interim Registration is activated as a Registration in the CIRA Registry; or

3.   ADMISSIBLE DOMAIN NAMES

All Registration Requests will be subject to the following rules regarding admissible domain names:

3.1   Acceptable Characters.   No characters other than a combination of the following characters may be included in a domain name Registration:

(a)   Letters a through z (no accents of any kind will be accepted). Note that domain names are not case sensitive. This means there will be no distinction made between upper case letters and lower case letters (A = a);

(b)   The numbers 0, 1, 2, 3, 4, 5, 6, 7, 8 and/or 9; and

(c)   The hyphen character (although it cannot be used to start or end a domain name).

3.2   Length.   Domain names must be not less than two (2) and not greater than fifty (50) characters long.

3.3   Reserved Names.   CIRA will maintain a list of reserved names that are not available for registration in the CIRA Registry. This list will include, but not be limited to:

(a)   all existing country code top level domain (ccTLD) two letter names as recognized by the Internet Corporation for Assigned Names and Numbers (ICANN) and all the existing generic top level domain (gTLD) three letter names (including .com.ca, .org.ca, .net.ca, .edu.ca, .gov.ca, .int.ca, and .mil.ca). CIRA will reserve .mil.ca for, and register .mil.ca in the name of the Canadian federal government's Department of National Defence;

uses the Canadian Geographical Names Database (CGNDB) under licence from Natural Resources Canada. The terms of the licence do not permit CIRA to disclose the data to others. Interested persons may obtain a licence of the CGNDB by contacting Natural Resources Canada or by visiting http://www.nrcan.gc.ca.

CIRA reserves the right to periodically review and amend this list and to grant Registrations of any of the names on the list as it deems appropriate. Geographical names may be made available to corresponding government entities under special conditions to be determined by CIRA in its discretion.

3.4   **Conflicting Names.** A domain name will not be registered if, at the time the Registration Request is made to CIRA, the domain name is an exact match in all respects to a domain name which is registered in the name of another person in the UBC Registry or the CIRA Registry at any level, whether second, third or fourth, unless such other person consents in writing to the registration of a domain name at a level different than the one for which the domain name is registered.

For example, if xyz.on.ca (third level) is registered, another person cannot obtain a Registration for xyz.on.ca, xyz.ca (second level) or xyz.ottawa.on.ca (fourth level) without the written consent of the registrant of xyz.on.ca. CIRA may require the Applicant's Registrar to provide evidence of such written consent which is satisfactory to CIRA.

3.5   **Other Restrictions.** CIRA, in its sole discretion, has the right to reject and refuse to register any domain name for any reason whatsoever. A Registration may be suspended or cancelled by CIRA pursuant to Section 6 of the Registrant Agreement.

4   **REGISTRATION AND UPGRADE OF SUB-DOMAIN NAMES**

Registration will only be approved if the requested domain name is not in conflict with any other domain name in the UBC Registry or the CIRA Registry, as the case may be, at any level or, if it is in conflict, if the Registrant of the conflicting Registration consents in writing to the registration. CIRA may require the Applicant's Re gistrar to provide evidence of such written consent which is satisfactory to CIRA.

For example, if there is an existing Registration of xyz.ca, a request to register xyz.on.ca will not be approved without the written consent of the Registrant of xyz.ca.

4.2   **Provincial or Territorial Government**. A provincial or territorial government wishing to request that CIRA place additional constraints on the allocation of domain codes or wishing to take over the administration of its respective provincial or territorial d omain codes under the .ca domain may do so after the Operational Transfer Date, but only if and when such government enters into a contractual arrangement that is satisfactory to CIRA.

4.3   **Upgrade of Third and Fourth Level Domain Name Registrations.**

(a)   Notwithstanding Section 2.2(4) of the Registrar Agreement between CIRA and each of the Registrars, on and after February 1, 2001, a Registrant of the CIRA Registry may apply to CIRA, through its Registrar, for the upgrade of a third level domain name Registration (s uch as xyz.on.ca) or a fourth level domain name Registration (such as xyz.ottawa.on.ca) to a second level domain name Registration (such as xyz.ca). A Registrant of the CIRA Registry who has made a request to upgrade a third or fourth level Registration t o a second level domain name Registration may also request to register the second level domain name or any other third or fourth level domain name beneath the second level domain name Registration (such as xyz.on.ca or xyz.ottawa.on.ca). The request for a n upgrade or for the registration of the second, third or fourth sublevel domain name will only be approved if the requested domain name is not in conflict with

may require the Applicant's Registrar to provide evidence of such written consent which is satisfactory to CIRA.

(b)   A Registrant who wishes to request an upgrade to a second level .ca domain may do so on and after February 1, 2001 by requesting its Registrar to submit to CIRA an Upgrade Request (For CIRA's rules on upgrades of Existing UBC Registrations prior to February 1, 2001, please refer to the Pre-Operational Transfer Date Registration Rules and Procedures found at http://www.cira.ca/registrars/documents.html).   A Registrant who wishes to apply for the registration of a third or fourth level domain name may do so on and after November 8, 2000 by requesting its Registrar to submit a Registration Request in accordance with Section 4 above.   A fee will be payable by the Registrar to CIRA for any Upgrade Request made after February 1, 2001 or for a Registration Request in accordance with the Fee Schedule (located at http://www.cira.ca/registrars/documents.html) plus any applicable taxes.

(c)   Upgrade Requests will be validated, processed and confirmed in the same manner as a Registration Request pursuant to Section 2.7 through 2.11 of these rules and procedures.

5.   VALIDATION AND PROCESSING OF TRANSACTION REQUESTS

5.1   Validation of Transaction Requests.   Requests to renew, transfer, modify, suspend or cancel a domain name Registration, and all other requests under these rules and procedures with respect to a domain name Registration (other than Registration Requests and Upgrade Requests which will be validated in accordance with Section 2.7) (collectively, "**Transaction Requests**") will be validated according to the following criteria before being processed:

(b)   The Transaction Request must be made by the Registrar of record for the domain name Registration;

(c)   The Registrant specified in the Transaction Request must match the Registrant of record in the UBC Registry or the CIRA Registry, as the case may be, for the Registration specified in the Transaction Request;

(d)   The Transaction Request must be in the format specified by CIRA in accordance with CIRA's Technical and Security Policies and Procedures for Registrars Communicating with the Registry;

(e)   The Registrar must have sufficient funds in the CIRA Deposit Account to cover any fees associated with the processing of the Transaction Request in accordance with the Fee Schedule (located at http://www.cira.ca/registrars/documents.html) plus any applic able taxes; and

(f)   The domain name Registration specified in the Transaction Request must: (i) be an Interim Registration in the UBC Registration or exist in the CIRA Registry; (ii) be an active Registration (not suspended); and (iii) not be in the process of being transferred.

The failure to meet any of these conditions will result in the Transaction Request being rejected and cancelled by CIRA. The Registrant's Registrar will be advised of this by CIRA by email and the Registrant's Registrar shall advise t he Registrant of such rejection and cancellation. No fee will be payable by the Registrant's Registrar in such event.

5.2   Processing of Transaction Requests.   Transaction Requests will be processed as follows:

XML). Generally, if a Registrar uses e-mail to send Transaction Requests to CIRA, the Transaction Request will take longer for CIRA to pre-process as e-mails must be de-encrypted before processing. Applicants should be aware of this in selecting a Registrar;

(b)   CIRA will electronically verify that all required fields on a Transaction Request form have been completed and select fields will be formal ly validated;

(c)   If the Transaction Request is not complete or fails the validation test, CIRA will advise the Registrar who submitted the Transaction Request that the Transaction Request has been rejected and cancelled. The message will further indicate which fields have not been filled in the Transaction Request or have failed a validation test. The Registrar shall notify the Registrant that the Transaction Request has been rejected and cancelled. If the Registrant wishes to proceed with the requested transaction, it will be required to submit a new Transaction Request through its Registrar in accordance with these rules and procedures; and

(d)   If the Transaction Request is complete and has been validated in accordance with the above procedures, CIRA will implement the Transaction Request and the Registrar's balance in the CIRA Deposit Account will be debited the applicable fee in accordance with the Fee Schedule (located at http://www.cira.ca/registrars/documents.html) plus any applicable taxes.

6.   RE-ISSUANCE OF USER ACCOUNT AND PRIVATE PASSWORD

6.1   Re-issuance of User Account and Private Password. A Registrant who has forgotten, lost or no longer has access to its User Account and Private Password issued by CIRA should request its Registrar of record to forward to CIRA a Request for Re-issue of the

7.   CONFIRMATION OF REGISTRATION INFORMATION

To ensure that the information contained in the UBC Registry regarding Interi m Registrations and information contained in the CIRA Registry is accurate, CIRA may require at any time, in its absolute discretion, that a Registrant confirm the accuracy and completeness of any information of record regarding an Interim Registration in the UBC Registry or a Registration in the CIRA Registry provided by the Registrant to CIRA (the "**Registration Information**"), whether through any of the Registrant's Registrars or otherwise, in accordance with the following procedure:

7.1   **Obligation to Confirm Information**.   CIRA will advise the Registrant and the Registrant's Registrar separately by email that the Registrant is required, within 30 days of the time and date of the notification email from CIRA, to confirm the Registration Information with respect to one or more domain name Registrations. The Registrant will be asked to go to a secure CIRA web site using its CIRA User Account and Private Password. The Registrant will be asked to review the Registration Information. If the Registration Information is accurate and complete, the Registrant should choose the CONFIRM option on this web page. CIRA will advise the Registrant and its Registrar by email that the confirmation of Registration Information has been completed.

7.2   **Modifying Registration Information**. If such Registration Information is not accurate and complete, the Registrant should chose the CONFIRM LATER option on this web page and must request its Registrar of record to update the Registration Information using the Procedure for Modification of Registration Information (outlined in Section 8). Once the Registration Information has been modified, the Registrant will be required to complete the confirmation procedure to confirm the Registration Information within such 30 day period.

7.4   **Suspension**. On the expiry of the 168 hour (seven (7) day) period from the time and date of the second email from CIRA, if the Registrant has not confirmed the Registration Information in accordance with the above procedures, the Registration(s) will be suspended and both the Registrant and its Registrar(s) of record for the Registration(s) will be advised by email of the suspension. The suspended Registration(s) may be reactivated within 60 days from the time and date of the CIRA notification of suspension email, if the Registrant complies with the request to confirm the Registration Informa tion.

7.5   **Cancellation**. Should the Registrant fail to confirm the Registration Information within 60 days following the time and date on the CIRA notification of suspension email, the Registration(s) will be cancelled and the domain name(s) will be returned   to the available domain name pool. Both the Registrant and its Registrar of record will be advised by email of the cancellation of the Registration(s). The Registrar will not be entitled to any refund of fees paid in connection with the cancelled or susp ended Registration.

8.   **MODIFICATION OF REGISTRATION INFORMATION**

8.1   **Registrant's Responsibility**. It is the Registrant's obligation and responsibility to ensure that all Registration Information in the Registration record for a Registration is up -to-date, complete and accurate. Any update of Registration Information must be done through the Registrant's Registrar of record.

8.2   **Modifications**. In addition to transfers of Registrations (Section 11), the Registration record for a Registration can be modified with res pect to Critical Information or Non-critical Information. Critical Information is

(a)   Registrant Contact information;

8.3 **Modification of Critical Information**. To modify Critical Information contained within a Registration record for a Registration, 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 record and request the Registrar to submit these changes in a Registration Information Modification Request to CIRA.

(b) The Registration Information Modification Request will then be validated and processed in accordance with the procedure set out in Section 5.

(c) If the Registration Information Modification Request is validated, CIRA will send a notice to the Registrant by email containing the address of a secure web page. The Registrant will be requested to go within 168 hours (seven (7) days) to the secure web page identified in the email from CIRA, use its User Account (previously provided by CIRA) to identify itself and confirm its identity with its Private Password (previously provided by CIRA). The Registrant will then be asked to confirm the Registration Information Modification Request. If the Registrant so confirms the Registration Information Modification Request within 168 hours of the date and time of the email from CIRA **,** then CIRA will make the requested changes to the specified domain name Registration. If the Registrant does not confirm the Registration Information Modification Request within 168 hours of the date and time of the email from CIRA, then the Request will be cancelled and will not be processed further. CIRA will send a notice by email to the Registrant and its Registrar when the requested changes have been made. If the Registrant has not requested the changes, it should contact its Registrar of record and CIRA immediately.

the Registration record and request the Registrar to submit these changes in a Registration Information Modification Request to CIRA.

(b)   The Registration Information Modification Request will then be validated in accordance with Section 5.

(c)   CIRA will then make the requested changes to the specified domain name Registration record and will notify the Regi strant 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 as well as CIRA.

9.   **CHANGE OF REGISTRAR**

9.1   **Change of Registrar**. A Registrant can change its Registrar of record for all or some of its Registrations at any time in accordance with this Section 9. A Registrant is required to change its Registrar in accordance with, and within the time limits provided in, Section 2.3 of the Registrant Agreement with CIRA. Under Section 2.5 of the Registrar Agreement, a Registrar has limitations on its ability to contact and solicit business from Registrants.

9.2   **Selection of New Registrar**. To change its Registrar of record for a domain name Registration, the Registrant must first select a new Registrar. A list of CIRA certified registrars can be found at http://www.cira.ca/registrars/documents.html .

9.3   **Change of Registrar Request**. The Registrant should request the new Registrar to submit a Change of Registrar Request to CIRA. The Change of Registrar Request will be validated and processed in accordance with Section 5 and as follows:

provided by CIRA and confirm its identity by using the Private Password previously provided by CIRA. The Registrant will then be asked to confirm the Change of Registrar Request.

(b)   If the Registrant confirms the Change of Regist rar Request within 168 hours (seven (7) days) of the time and date of CIRA's email to the Registrant, CIRA will amend the Registrant information to identify the new Registrar as the Registrar of record for the Registration. CIRA will also notify the Regis trant, 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 168 hours (seven (7) days) of the time and date of the email received from CIRA, 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.

9.4   **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 CIRA by email and explain the situation. A simple way to contact CIRA by email is to use the email REPLY function on the email from CIRA.

9.5   **Fee.** A Registrar of record is not permitted to charge a Registrant any amount whatsoever related to or in connection with a change to a new Registrar, other than an administrative fee which shall not exceed $2 0.00 irrespective of the number of Registrations of that Registrant.

10.   RENEWAL OF REGISTRATION

10.1   **Renewal**. Each Registration has a registration period of one (1) to ten (10) years. In

10.2   **Renewal Request**. To renew the registration period of a Registration, a Registrant must request its Registrar of record to submit a Renewal Request to CIRA. 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 5. CIRA will debit the Registrar's balance in the CIRA Deposit Account for the applicable fee payable for the Renewal Request in accordance with the Fee Schedule (located at http://www.cira.ca/registrars/documents.html) plus any applicable taxes. CIRA will then notify the Registrant and 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 eleven (11) year maximum registration period allowed by CIRA, 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 eleven (11) year maximum period allowed by CIRA.   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 CIRA, and pay to CIRA the applicable renewal fee for the full maximum renewal period selected or paid for by the Registrant. The Registrar will be charged by CIRA for the applicable renewal fee in accordance with the Fee Schedule located at http://www.cira.ca/registrars/documents.html plus all applicable taxes in accordance with this Section 10.2.

10.3   **Allowing Registration to Expire – Notice to CIRA**. 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 CIRA that the registration period should expire at

identity by using the Private Password previously provided by CIRA. 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, CIRA 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 CIRA, 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.

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

(a)   At least 90 days prior to the scheduled expiry date of the registration period, CIRA will advise the Registrar of record by email or a web -based report of the expiry date of the Registration;

(b)   If the registration period has not been renewed 60 days prior to the expiry date of the registration period, CIRA will advise the Registrar of record by email or a web-based report of the expiry date of the Registration. The Registrant will also be sent an email advising it of the expiry date;

(c)   If the registration period has not been renewed 30 days prior to the expiry date of the registration period, CIRA will advise both the Registrant and the Registrar of record that the Registration is due to expire within 30 days;

(e)   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 Section 6.10 of 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.

10.5   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 10.2 within 30 days after the date of suspension and paying the applicable fee in accordance with the Fee Schedule (located at http://www.cira.ca/registrars/documents.html) plus all applicable taxes.

10.6   Cancellation of Suspended Registration. A domain name Registration which has been suspended for a failure to renew and has not been reactiva ted in accordance with Section 10.5 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 c ancellation of the Registration.

11.   TRANSFER OF REGISTRATION

Although a domain name Registration is not the property of the Registrant, CIRA will recognize a transfer of the Registration. To transfer a domain name Registration to another person, the following procedure must be followed:

11.1   Canadian Presence Requirements. Proposed transferees of a Registration must meet the Canadian Presence Requirements for Registrants set out in Section 2.1.

accordance with Sections 2.12 to 2.15. In other words, the Transferee Applicant must have already agreed to be bound by the <u>Registrant Agreement</u> and all the <u>Rules and Procedures</u> as set out in these rules and procedures in order to apply to have a Registration transferred to it. Provided that the Transferee Applicant has a Registration or is a Registrant Without a Domain Name in accordance with Sections 2.12 to 2 .15, the procedure set out in Sections 11.3 through 11.9 must be followed.

11.3   **Transfer Request**. The Transferor Registrant must cause its Registrar of record to submit a Registrant Transfer of Registration Request ("**Transfer Request**") to CIRA indicating the T ransferee Applicant's CIRA User Account. This Transfer Request will then be validated and processed in accordance with Section 5.

11.4   **Confirmation by the Transferor Registrant**. If the Transfer Request is validated, CIRA will send an email to the Transferor R egistrant containing the address of a secure web page. The Transferor Registrant will be requested to go, within 168 hours (7 days) from the time and date of CIRA's email, to the web page identified in the email from CIRA, use its User Account to identify itself, confirm its identity by using its Private Password and confirm the Transfer Request. If the Transferor Registrant confirms the Transfer Request, CIRA will mark the Registration in CIRA'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 CIRA once this has taken place. If the Transferor Registrant does not comply with this confirmation procedure with in such 168 hour (7 day) period, the Transfer Request will be rejected and cancelled, and CIRA will give notice of the cancellation to the Transferor Registrant, the Transferor Registrar, the Transferee Applicant and the Transferee Registrar.

11.5   **Transferee Applicant Transfer Request**. Once the Transferor Registrant has confirmed the Transfer Request, the Transferee Applicant must cause the Transferee Registrar to

hours (7 days) from the time and date of CIRA's email to the web page identified in the email from CIRA, use its User Account to identify itself and confirm its identity by using its Private Password. The Transferee Applicant will then be required to confirm that the information provided by the Transferee Registrar in the Transferee Applicant Transfer Request is correct.

11.7   **Modification of Information**. If the information provided by the Applicant's Registrar in the Transferee Applicant Transfer Request is not correct, the Transferee Applicant should select the CONFIRM LATER option on this web page, contact its Registrar and make any modifications to the information through its Registrar within the 168 hour (7 day) period from the time and date of CIRA's email referred to in Section 11.6. Once the modifications have been made, the Transferee Applicant must complete the confirmation procedure set out in Section 11.6 within the time period set out in Section 11.6 or the request will be rejected and cancelled.

11.8   **Cancellation of Request**. If the Transferee Applicant does not wish to proceed any further with the Transferee Applicant Transfer Request, the Transferee Applicant should select the CANCEL option on this web page. The Transfer Request will be rejected and cancelled at the end of the 168 hour (7 day) period from the time and date of CIRA's email referred to in Section 11.6 by CIRA 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.

11.9   **Transfer of Registration**. If the Transferee Applicant complies with this confirmation procedure within such 168 hour (7 day) period, CIRA will debit the Transferee Registrar's balance in the CIRA Deposit Account for the Transfer of Registration Fee in accordance with the Fee Schedule (located at http://www.cira.ca/ registrars/ documents.html) plus any applicable taxes.

(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 record 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 11, the remaining Registration period is also transferred with the Registration to the Transferee Applicant and there will be no refund by CIRA to the Transferor Registrar for such fees.

12.   SUSPENSION OF REGISTRATION

12.1   **Suspension**.   A Registration may be suspended by CIRA for a variety of reasons pursuant to the Registrant Agreement or at the request of the Registrant. Section 6.10 of 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.   CIRA'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 rules and procedures apply to the suspension of a domain name Registration.

12.2   **Suspension by CIRA.** Should a Registration be suspended by CIRA in accordance with the Registrant Agreement and these rules and procedures, CIRA will advise the Registrant and Registrar of record of the suspension, and the reason for the suspension, by email.

12.3   **Reactivation of Registration Suspended by CIRA**. A suspended Registration may be

12.4   **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 CIRA. The Suspend Registration Request will be validated and processed in accordance with Section 5. If the Suspend Registration Request is validated, CIRA will send a notice to the Registrant containing the address of a secure web page.   The Registrant will be requested to go, within 168 hours (7 days) of the time and dat e of the email message from CIRA, to the secure web page identified in the email from CIRA, use its User Account to identify itself and confirm its identity with its Private Password. The Registrant will then be asked to confirm the Suspend Registration R equest. If the Registrant fails to confirm the Suspend Registration Request within such 168 hour (7 day) period, the Request will be cancelled.   If the Registrant confirms the Suspend Registration Request within such 168 hour (7 day) period, CIRA will sus pend the Registration and advise the Registrant and its Registrar of the suspension by email. There is no fee associated with this procedure.

12.5   **Reactivation of Registration Suspended by Registrant.**   If a Registrant which voluntarily suspended a Registrati on wishes to reactivate the suspended Registration, it must cause its Registrar to submit a Remove Suspension Request to CIRA. The Remove Suspension Request will be validated and processed in accordance with Section 5. If the Request is validated, CIRA 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 d ate of the email message from CIRA.   There is no fee associated with this procedure.

13.   **CANCELLATION OF REGISTRATION**

The following rules and procedures apply to the cancellation of a Registration by the Registrant.

13.2   **Cancellation by CIRA**. Should a Registration be cancelled by CIRA in accordance with the Registrant Agreement and these rules and procedures, CIRA will advise the Registrant and Registrar of record of the cancellation, and the reason for the cancellation, by email.

13.3   **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 CIRA. The Cancel Registration Request will be validated and processed in accordance with Section 5. If the Cancel Registration Request is validated, CIRA will send an email to the Registrant containing the address of a secure web page. The Registrant will be requested to go, within 168 hours (7 days) of the time and date of the email messag e from CIRA, to the secure web page identified in the email from CIRA, use its User Account to identify itself and confirm its identity with its Private Password. The Registrant will then be asked to confirm the Cancel Registration Request. If the Registrant does not confirm the Cancel Registration Request within such 168 hour (7 day) period, CIRA will not cancel the Registration and will advise the Registrant and its Registrar that the Registration has been maintained. If the Registrant confirms the Canc el Registration Request within such 168 hour (7 day) period, CIRA will suspend the Registration specified in the Request for a period of 30 days from the time and date of the email message from CIRA, and will advise the Registrant and its Registrar that th e 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, CIRA will cancel the Registration and make the domain name avai lable 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, CIRA

day suspension period referenced in Section 13.3, the Registrant must cause its Registrar to submit a Reactivate Request to CIRA. The Reactivate Request will be validated and processed in accordance with Section 5. If the Reactivate Request is validated, CIRA will send an email to the Registrant containing the address of a secure web page. The Registrant will be requested to go within 168 hours (7 days) of the time and date of the email message from CIRA to the secure web page identified in the email from CIRA, use its User Account to identify itself and confirm its identity with its Private Password. The Registrant will then be asked to confirm the Reactivate Request. If the Registrant confirms the Reactivate Request, CIRA 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.

14.   **GENERAL**

14.1   **Dispute Resolution**. Should CIRA adopt a dispute resolution policy ("**CDRP**"), these rules and procedures may be amended to restrict certain transactions affecting any Registration which may be the subject of a CDRP procedure.

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

14.3   **Correspondence with Registrar**. Wherever these Registration Rules or any other CIRA rules and procedures provide for email correspondence from CIRA to a Registrar, CIRA may correspond by way of any electronic means.

(c)   a Registrant is required to confirm an Upgrade Request made by its Registrar in accordance with Section 4.3(c) and Section 2.10;

(d)   a Registrant is required to confirm Registration Information in accordance with Section 7.1 or Section 7.2;

(e)   a Registrant is required to confirm a Registration Information Modification Request made by its Registrar in accordance with Section 8.3(c);

(f)   a Registrant is required to confirm a Change of Registrar Request made by its new Registrar in accordance with Section 9.3;

(g)   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 10.3;

(h)   a Transferor Registrant is required to confirm a Transfer Request made by its Registrar in accordance with Section 11.4;

(i)   a Transferee Applicant is required to confirm information provided by the Transferee Registrar in a Transferee Applicant Transfer Request in accordance with Section 11.6 or Section 11.7;

(j)   a Registrant is required to confirm a Suspend Registration Request made by its Registrar in accordance with Section 12.4;

(k)   a Registrant is required to confirm a Cancel Registration Request made by its Registrar in accordance with Section 13.3; or

(l)   a Registrant is required to confirm a Reactivate Request made by its Registrar in accordance with Section 13.4;