



TERMS AND CONDITIONS **for Domains registered in SUDAN Country Code Top Level** **Domain "ccTLD" .sd Domain**

1. Definitions

- 1.1 "Agreement"** means the Application read together with these terms and conditions;
 - 1.2 "Applicant"** means the party making application for the registration or update of its Domain Name in terms of this Agreement;
 - 1.3 "Application"** means the application for the registration or update of a Domain Name submitted by the Applicant and to which these terms and conditions apply;
 - 1.4 "Domain Name"** means domain names in Sudan Top Level Domain "ccTLD" ".sd" in the Internet, including all other subdomains of ".sd" that are administered by Sudan Internet Society;
 - 1.5 "effective date"** means, in respect of the registration or update of a Domain Name, the date on which such registration or update is registered by Sudan Internet Society (as evidenced by an electronic message from Sudan Internet Society to Applicant confirming same), provided that Sudan Internet Society receives payment of the fees in respect of such registration or amendment within the period contemplated in clause 3;
 - 1.6 "Sudan Internet Society"** means Sudan Internet Society (Sudanese Technical, Professional, NGO), Manager of Sudan Country Code Top Level Domain "ccTLD" in the Internet .
- 2.** Sudan Internet Society is responsible for assigning domain names in the ".sd" namespace of the Internet. These terms and conditions apply to the use and registration of Domain Names.

S Fees

- 3.1** Applicant shall, within 10 (ten) days of submitting its application, pay the then current fee in respect thereof if Applicant is located in Sudan, for International Applicants fee should be paid with 21 (twenty one) days after submitting its application. In addition, Applicant shall, within 30 (thirty) days of the anniversary of the effective date pay an annual maintenance fee, as determined and published by Sudan Internet Society from time to time, in respect of the Domain Name registration.
- 3.2** Should applicant fail to pay any of the fees contemplated in this clause 3 within the periods stated herein, Sudan Internet Society may, without derogating from any other right which it may have in terms of this Agreement or otherwise, and without notice, de-register the Applicant's Domain Name.
- 4.** Sudan Internet Society shall under no circumstances whatsoever be obliged to determine the right of the Applicant to register a Domain Name. Domain Names are registered on a "first come, first served" basis and registration of a Domain Name by Sudan Internet Society shall in no way constitute any indication or warranty of Applicant's right to utilize such name.

5. Applicant's Warranties & Indemnity

- 5.1** Applicant hereby irrevocably represents, warrants and agrees as that:
 - 5.1.1** its statements in the Application are true and correct;
 - 5.1.2** it has the right without restriction to use and register the Domain Name



- requested in the Application;
- 5.1.3** it has a bona fide intention to use the Domain Name on a regular basis on the Internet;
 - 5.1.4** the use or registration of the Domain Name by Applicant does not or will not interfere with, nor infringe the right of any third party in any jurisdiction with respect to trademark, service mark, tradename, company name, close corporation name, copyright or any other intellectual property right;
 - 5.1.5** it is not seeking to use the Domain Name for any unlawful purpose whatsoever, including, without limitation, unfair competition, defamation, passing off or for the purpose of confusing or misleading any person;
 - 5.1.6** at the time of the initial submission of the Domain Name request, and at all material times thereafter, it shall have an operational name service from at least two operational Internet servers for that domain name. Each server is and will continue to be fully connected to the Internet and capable of receiving queries under that Domain Name and responding thereto;
 - 5.1.7** it has selected its Domain Name without any input, influence or assistance from Sudan Internet Society.
- 5.2** Pursuant to the above warranties, Applicant hereby agrees that it shall defend, indemnify and hold harmless Sudan Internet Society, its directors, officers, members, employees and agents, for any loss, damage, expense or liability resulting from any claim, action or demand arising out of or related to a breach of the aforementioned warranties or the use or registration of the Domain Name, including reasonable attorneys fees on an attorney and own client basis. Such claims shall include, without limitation, those based upon tradename infringement, copyright infringement, dilution, unfair competition, passing off, defamation or injury to reputation. Sudan Internet Society agrees to give Applicant written notice of any such claim, action or demand within reasonable time of becoming aware thereof. Applicant agrees that Sudan Internet Society shall be defended by attorneys of Sudan Internet Society's choice at Applicant's expense, and that Applicant shall advance the costs incurred in such litigation, to Sudan Internet Society on demand from time to time.
- 6.** Sudan Internet Society gives no warranties of any nature whatsoever with regard to the Domain Name, the registration or use thereof and hereby disclaims all such warranties, whether express or implied.
- 7.** Applicant agrees that Sudan Internet Society shall have the right to withdraw the Domain Name from use and registration on the Internet:-
- 7.1** in the circumstances contemplated in clause 3;
 - 7.2** should Sudan Internet Society receive an order by any competent court having jurisdiction that the Domain Name rightfully belongs to a third party or infringes a third party's rights;
 - 7.3** should Applicant breach any other provision of this Agreement, and fail to remedy such breach within 14 (fourteen) days of receiving written notice from Sudan Internet Society calling upon it to do so;
 - 7.4** should Applicant not make regular use, as determined by Sudan Internet Society in its reasonable discretion, of its assigned Domain Name for a period of 90 (ninety) days or more.
- 8.** Applicant acknowledges that all information provided to Sudan Internet Society in the



Application may be published by Sudan Internet Society on its website at <http://www.isoc.sd> and Applicant hereby irrevocably and without limitation consents to the publication of such information.

9. Under no circumstances whatsoever shall Sudan Internet Society be obliged to:-
 - 9.1 Act as an arbiter of disputes arising out of the registration and use of the Domain Name;
 - 9.2 refund any fees paid by the Applicant once the registration or amendment, as the case may be, in respect of which such fees are paid, has been effected by Sudan Internet Society.
10. Should Sudan Internet Society be presented with evidence that indicates that a Domain Name registered to Applicant violates the rights of a third party, Sudan Internet Society shall be entitled to provide the complainant with Applicant's name and address and all further communication will exclude Sudan Internet Society and Sudan Internet Society will have no further obligations to the Applicant or complainant.
11. **Sudan Internet Society WILL UNDER NO CIRCUMSTANCES WHATSOEVER AND HOWSOEVER ARISING BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, BUSINESS INTERRUPTION OR LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, DELICT, OR OTHERWISE, EVEN IF Sudan Internet Society HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT DEROGATING FROM THE AFOREGOING, Sudan Internet Society's LIABILITY FOR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE REGISTRATION OR AMENDMENT FEE, AS THE CASE MAY BE, PAYABLE BY APPLICANT.**
12. The Applicant hereby consents to the jurisdiction of Khartoum Trade & Intellectual Property Court sitting at Khartoum 2 for the adjudication of any legal dispute between Sudan Internet Society and Applicant and these terms and conditions will be construed and interpreted in accordance with the law of the Republic of SUDAN.
13. These terms and conditions may only be varied or cancelled with the express written consent of Sudan Internet Society.
14. Without derogating from the foregoing, Applicant hereby acknowledges that Sudan Internet Society may alter, delete or supplement ("**amend**") these terms and conditions by publishing such amendments on the Sudan Internet Society website <http://www.isoc.sd> from time to time. Applicant accepts that it is incumbent on it to monitor such changes and it hereby agrees that should it fail to notify Sudan Internet Society of Applicant's wish not to be bound by such amended terms and conditions within 30 (thirty) days of such amendment being published, it shall conclusively be deemed to have acceded and agreed to the amendments thus published.
15. In the event that any of these terms are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.