



# Communications Commission of Kiribati

P.O Box 529

Betio, Tarawa

Republic of Kiribati

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## Kiribati Domain Name Registration Service Agreement

### For 2<sup>nd</sup> Level Domain Names

January 2014

1. **INTRODUCTION.** This service agreement shall apply to the customer of domain name services in Kiribati. By registering for and using the Dot Ki domain name services, you acknowledge that you have read this agreement and agree to be bound by its terms and conditions.
2. **ACCEPTABLE USE.** No domain name may be used, directly or indirectly, for any purpose that is against the statutory laws of the Republic of Kiribati.
3. **INAPPROPRIATE NAMES.** CCK reserves the right to refuse to register any domain name that it believes to be libelous, defamatory, harassing, threatening, abusive, indecent, obscene, pornographic, or otherwise objectionable.
4. **FEES, PAYMENT AND DURATION OF REGISTRATION.** The customer must pay the registration fee before the CCK will activate a domain name. The fee schedule can be found on our web site. All payments are non-refundable. A registration will expire one year from the date of registration and is renewable on an annual basis. Domain names that are not renewed on or before their expiry date will be cancelled, and will become available to other customers.
5. **MODIFICATIONS TO THE AGREEMENT.** The CCK may revise the terms and conditions of this Agreement from time to time. We will post any changes to our website and to you by email. You will also agree to periodically review our website to be aware of any such revisions.
6. **RESERVED DOMAIN NAMES.** Applications for gov.ki and edu.ki domain names are reserved for government agencies, schools and other educational institutions only.
7. **REPRESENTATIONS AND WARRANTIES.** You, as the customer, confirm that the information that you provide during the application process is, to the best of your knowledge, accurate and complete, and that you will update the CCK whenever there are any changes to this information in the future. You also confirm that the manner in which you intend to use the domain name will not contravene any laws in Kiribati or elsewhere to the best of your knowledge, and that your use of this service is solely at your own risk. You agree that our service is provided on an "as is," and "as available" basis.
8. **REVOCATION.** You agree that we may terminate your domain name registration in cases where you are not in compliance with these terms and conditions, where you have provided incorrect or misleading information during the registration of your domain name, or where you have not kept your account information up-to-date. The CCK will not refund any fees paid if we terminate a domain name registration for these reasons.

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**CCK COMMISSIONERS:** *Mr Tangitang Kaureata (CHAIRMAN), Mr Teekabu Tikai (VICE CHAIRMAN), Mr. Teakai Tune (Commissioner), Mr. Tebau Robuti (Commissioner), Mr. Tiare Erekena (Secretary)*

9. **TRANSFER AND ASSIGNMENT.** You may transfer your domain name registration to a third party of your choice, subject to any procedures and conditions we may publish on our web site.
10. **INDEMNITY.** You agree to release, indemnify, and hold the CCK, in our capacities as the registry and a registrar, and our contractors, agents, employees, and officers, harmless from all liabilities, claims, damages, costs and expenses arising from any claim by a third party in relation to our domain name registration services.
11. **GOVERNING LAW.** You agree that this Agreement and any disputes hereunder shall be governed in accordance with the laws of the Republic of Kiribati.

**AGREEMENT TO BE BOUND.** By registering or renewing a domain name with the CCK, you acknowledge that you have read and agree to be bound by the terms and conditions of this Agreement and any related rules or policies that the CCK may publish in the future.