



**.Africa Pioneer Program Participation Agreement**

entered into by and between

**ZA Central Registry NPC**

(hereinafter referred to as "**Registry Operator**")

<b>Description and Registration Number</b>	a not for profit company incorporated in accordance with the laws of the Republic of South Africa with registration number 1988/004299/08		
<b>Physical Address</b>	COZA House, Gazelle Close, Corporate Park, Midrand		
<b>Contact Fax No.</b>	+27 (0)11 314 0088		
<b>Contact Email Address</b>			
<b>Signed at</b>		<b>Date</b>	
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<b>Name</b>		who warrants that he is duly authorised to sign	
<b>Designation</b>			
<b>As witnesses</b>			
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<b>Full Names</b>		<b>Full Names</b>	

and

**Applicant for Africa Pioneer Programme**  
(hereinafter referred to as "**the Applicant**")

<b>Description and Registration Number</b>			
<b>Physical Address</b>			
<b>VAT No.</b>			
<b>Contact Fax No.</b>			
<b>Contact Email Address</b>			
<b>Signed at</b>		<b>Date</b>	
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<b>Name</b>		who warrants that he is duly authorised to sign	
<b>Designation</b>			
<b>As witnesses</b>			
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<b>Full Names</b>		<b>Full Names</b>	

By signing this cover sheet the parties agree to be bound by this cover sheet and the attached terms and conditions which are incorporated in this cover sheet by this reference. The parties shall not be bound prior to signature.

## 1. Introduction

- 1.1. ZACR is the ICANN contracted Registry Operator for the .africa Top Level Domain (TLD).
- 1.2. Registry Operator wishes to collaborate with businesses, civil society and other influential interested parties on the African Continent to create as much hype and visibility around this exciting new digital identifier leading up to General Availability on 4 July 2017 and beyond, with a view to establishing a reliable and secure .Africa domain name space. To this end the Registry Operator intends to allocate domain names to interested parties for use during this period.
- 1.3. Applicant for the .africa Pioneer Programme ("Applicant") wishes to take part in this program on the terms and conditions contained below.
- 1.4. Effective date of Agreement will be the last date of signature by the Parties to this Agreement.

## 2. Definitions

In this Agreement the words and expressions contained below shall bear the meanings assigned to them:

- 2.1. "Domain Name" means a .africa domain name that has been selected by the Applicant and approved and assigned by the Registry Operator to the Applicant.
- 2.2. "Website" means the websites, social media platforms, blogs and related platforms developed and launched by the Applicant using the approved .Africa domain name.
- 2.3. "Confidential Information" means the information specifically included in the prescribed .Africa Pioneer Application Form, including but not limited to the Applicant's email contact, address, telephone number and fax number.
- 2.4. "Licence Term" means the 1 (one) year period of time which the Applicant is entitled to use the approved .africa domain name for its own PR and Marketing initiatives associated with the Pioneer Program and is set to start immediately upon the domain being delegated following end of the .africa Sunrise Period.
- 2.5. ".africa Pioneer Program" means the program for licensing at a maximum of [.....] .Africa domain names on the terms and conditions stipulated herein.
- 2.6. "ICANN" means the Internet Corporation for Assigned Names and Numbers, a California non-profit public benefit corporation.
- 2.7. "RPM Requirements" means the "Trademark Clearinghouse Rights Protection Mechanism Requirements" as published by ICANN, which also includes the "Qualified Launch Program Addendum", both as amended from time to time.
- 2.8. "Registrant Agreement" means the registrar's registrant agreement in terms of which the Domain Name is registered.
- 2.9. "TLD" means the .africa top level domain.

### **3. Procedure to Participate in .africa Pioneer Program**

- 3.1. Applicant is required to email a completed Application Form with supporting documents if required to [pioneer@registry.net.za](mailto:pioneer@registry.net.za) with an undertaking that the information provided is true, complete and accurate.
- 3.2. Applicant is further required to provide a detail description of how it intends to use the approved .africa domain name to drive the .africa awareness objective. A high level description (maximum of 2 (two) pages) must accompany the Applicant's completed application form.
- 3.3. Registry Operator will evaluate the Applicant's submission to ensure that it complies with the terms and conditions of this Agreement and retains the sole discretion to assess the extent to which the Applicant's expression of interest in the .africa Pioneer Program will further the objectives of said Program.
- 3.4. Registry Operator retains the sole discretion to (i) accept and/or reject applications for its .africa Pioneer Program without an obligation to provide reasons; (ii) request additional information from the Applicant; and (iii) terminate the .africa Pioneer Program without providing due notice for such termination.

### **4. Allocation**

- 4.1. Registry Operator will reserve only 1 (one) approved .africa pioneer domain name for registration by the Applicant.
- 4.2. The Applicant notes that Registry Operator is bound by the RPM Requirements, and that despite this agreement it may not be able to register the approved .africa domain name to the Applicant.
- 4.3. Registry Operator undertakes to notify the Applicant if the requested .africa domain is subject to any restriction, reservation, block or trademark claim and/or falls within the Registry's Premium Name List.
- 4.4. If the applied for .africa domain name falls within the Registry's Premium Name List then the Registry Operator may at its sole discretion provide the Applicant with the premium price attached to the applied for .africa domain name so as to enable the Applicant to decide whether it wishes to proceed with the Pioneer Application Process or not.
- 4.5. In the case of a contention between the Applicant and any other party with rights to the .africa domain name not subject to any limitation described in 4.3 above, Registry Operator has unfettered discretion in deciding whether to allocate the .africa domain name to the Applicant or not.

### **5. Registration and Activation**

- 5.1. The approved .africa domain name will only be eligible for registration and activation on expiry of the .africa Sunrise Period, currently set at 2 June 2017.
- 5.2. Registry Operator will instruct an ICANN registered registrar to register the approved .africa domain name to the Applicant.

- 5.3. The Applicant will be bound by the Registrant Agreement as if it had signed it itself, in addition to the terms of this agreement. The Registrant Agreement is deemed to form part of this agreement.
- 5.4. The approved .africa domain name is subject to the Claims Services described in the RPM Requirements.
- 5.5. Applicant acknowledges that the approved .africa domain name is also subject to any and all ICANN and Registry Policies.

## **6. Registration Fee**

- 6.1. Subject to clause 4.4 , there will be no charge for the first registration period, and thereafter the normal renewal charge of the registrar concerned will apply.

## **7. Licence Term of Registration**

- 7.1. The registration period of the Domain Name will be from date of registration till one year after commencement of general registration in the TLD.
- 7.2. Thereafter the .africa approved pioneer domain name will be renewed in the same way as any other domain name in the TLD.

## **8. Use of Domain Name**

- 8.1. The Applicant (including its subsidiaries and or other affiliates) undertakes to make every attempt to use the Domain Name subject to the following restrictions. The Applicant:
  - 8.1.1. must commence commercial use of the approved .africa domain name within 20 (twenty) calendar days after registration;
  - 8.1.2. may use the domain name only for the Applicant's own, business purposes as documented in its .africa Pioneer Application Form;
  - 8.1.3. may not lease, resell or allow any third party to make use of the approved. africa domain name;
  - 8.1.4. may not allocate sub-domains to any third party or make available the approved domain name or any subdomain for the use of any third party;
  - 8.1.5. may not use any other third-level domain with the approved domain name other than "www";
  - 8.1.6. must use the the approved .africa domain name to explicitly promote the TLD in all its marketing material including but not limited to use on any website hosted at the approved domain name (though this need not be the only purpose to which the domain name is put), social media platforms and so forth; and
  - 8.1.7. is encouraged to, inter alia, include a footer drawing attention to the TLD in any email sent from an email account belonging to the Applicant; create links to the approved domain name and associated website/s; use the Pioneer's name, logos, shared .africa digital resources to promote visibility and awareness of the .africa brand.

- 8.2. If Registry Operator in its sole discretion determines that the Applicant is not putting the approved .africa domain name to proper use as described above, then Registry Operator may suspend the registration of the said domain name, or transfer it to another Applicant.
- 8.3. Save for the domain registration fee, the Applicant is responsible for all other costs and expenses associated with the activation of the approved.africa domain name for the .africa Pioneer Program.
- 8.4. Registry Operator undertakes not to disclose the Applicant's confidential information unless written approval to the contrary is obtained.

## 9. Limitation and Indemnity of the Registry

- 9.1. Registry Operator its directors, officers, employees, and agents will under no circumstances whatsoever be liable for any direct, indirect, special, incidental, punitive or consequential damages of any kind and howsoever arising (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 Registry Operator has been advised of the possibility of such damages. In particular, the Participant will have no claim against Registry Operator should registration of the Domain Name be withheld, withdrawn or transferred as a result of any action or direct of ICANN or any person mandated by ICANN.
- 9.2. The Participant will indemnify, defend, and hold Registry Operator and its directors, officers, employees, and agents harmless against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) relating to or arising out of this agreement.

## 10. Interpretation & General

- 10.1. Whole Agreement. This Agreement is the whole of the agreement between the parties, and no document or statement not mentioned above will form part of it. Only a written variation, waiver or cancellation agreed to by both parties will be of any effect.
- 10.2. Applicable Law & Jurisdiction. The law of the Republic of South Africa will apply to this Agreement, its interpretation and any matter or litigation relating to or arising from it, and the parties consent to the jurisdiction of the courts of Republic of South Africa in this regard.
- 10.3. Survival. For the avoidance of doubt, any provision of this Agreement that anticipates any right or duty extending beyond the termination or expiry of this Agreement will survive the termination or expiry of this Agreement and continue in full force and effect.
- 10.4. No Indulgence. If one party chooses not to enforce any part of this Agreement, that does not mean that the party cannot enforce that part at a later time. If any part of the Agreement is found to be unenforceable, the rest will still be enforceable.
- 10.5. Representatives. The signatories hereto acting in representative capacities warrant that they are authorised to act in such capacities, and accept personal liability under this Agreement should they prove not to be so authorised.
- 10.6. Reading Down. If a provision of this Agreement is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it void, illegal, invalid or otherwise unenforceable, then that provision shall

be interpreted, so far as is possible, to be limited and read down to the extent necessary to make it valid and enforceable.

- 10.7. Severance. In the event that any part of this Agreement is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of this Agreement.

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