

## BI Top Level Domain Service Agreement

### 1. INTRODUCTION.

In this Service Agreement ("Agreement"), "we", "us" and "our" refer to CNI s.a., BI Top Level Domain Sponsoring Organization having its headquarters at 157 Chee P L Rwagasore, BP 2270 Bujumbura, Burundi, and "you" and "your" refer to any person for whom we maintain the .BI Domain name registration record ("Registrant"). This Agreement explains our obligations to you, and your obligations to us in relation to our .BI Domain registration service. If you have submitted an application for .BI Domain name registration services, any acceptance of your application and the performance of our services will occur at our offices in Bujumbura, Burundi. If your .BI Domain name registration for a particular domain name previously were provided under arrangement with a previous registry, your continued registration of that domain name and the use of our .BI Domain name registration services constitutes your assent to the terms of this Agreement. If you submitted an application for our .BI Domain name registration services, the Effective Date of this Agreement shall be the date of our acceptance of your application.

If you previously received .BI Domain name registration services from a previous registry, the Effective Date of this Agreement is September 1, 2002.2. TERM.

The term of this Agreement is from the Effective Date to the date on which CNI has no further obligation to render .BI Top Level Domain ("TLD") administration services under any agreement with the Internet Corporation for Assigned Names and Numbers(ICANN) or entity that has authority over this matter, or until earlier terminated pursuant to Section 18 hereof (the "Initial Term").3. You are responsible for knowing and agree to abide by the requirements for naming structure, registration and database information specified in our published guidelines presently at: <http://www.nic.bi/policy.asp> which may be amended from time to time. 4. NAME SERVERS.

You agree to maintain two operational name servers for the specified domain name. In addition, the two name servers should be on separate networks.5. ZONE TRANSFERS.

You or your Internet Service Provider authorizes us to perform .BI zone transfers through your servers. You or your Internet Service Provider are required to take all steps necessary to enable the listed

hosts:NS.NIC.BI  
DNS.RIPE.NET  
DNS.PRINCETON.EDU  
SUNIC.SUNET.SE

do zone transfers.6. ACCURATE INFORMATION.

As further consideration for the CNI service(s), you agree to: (i). provide certain current, complete and accurate information about you as required by the application process; and (ii). maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your domain name registration. We will not process the personal data that we collect from you in a way incompatible with the purposes required for domain registration. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to:

(i) the purposes for which such third party's personal data has been collected,  
(ii) the intended recipients or categories of recipients of the third party's personal data,  
(iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and  
(iv) how the third party can access and, if necessary, rectify the data held about him. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you intend to use our domain name registration services for the benefit of a third party, you will remain our registrant and you are responsible for complying with all terms and conditions of this Agreement. Subject to the requirements by Burundi law, in order for us to comply with the current rules and policies for the domain name system, you hereby grant to CNI the right to disclose to third parties through an interactive publicly accessible registration database the registration information that you provide when registering a domain name, including: (i) the domain name(s) registered by you; (ii) your name and postal address; (iii) the name(s), postal address(es), e-mail address(es), voice telephone number and, where available, the fax number(s) of the technical and administrative contacts for your domain name(s); (iv) the Internet protocol numbers of the primary name server and secondary nameserver(s) for such domain name(s); (v) the corresponding names of those nameservers.7. MODIFICATIONS TO AGREEMENT. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change any part of the services provided under this Agreement at any time. We will

attempt to post any such modification on the BI Registry Web site at least thirty (30) calendar days before it becomes effective. Any such revision or change will be binding and effective upon the date specified. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail to: registrar@nic.bi or post office mail addressed as follows, CNI s.a.

157 chee P L Rwagasore  
BP 2270 Bujumbura

Burundi. Notice of your termination will be effective on receipt by us. 8. By continuing to use CNI services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No customer service employee, contractor, agent or representative of CNI is authorized to alter or amend the terms and conditions of this Agreement. 9. DOMAIN NAME DISPUTES.

If you registered a domain name through us, you agree to be bound by other third party domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. The current version of the dispute policy may be found at: <http://www.icann.org/udrp> Please take the time to familiarize yourself with that policy. At the present time, we do not have a separate domain name dispute resolution policy. Further, you agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth in this Agreement to the extent not prohibited by law. If you or we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may prevent changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or

(ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation, arbitration or administrative proceeding regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial, arbitration or administrative body by supplying a party with a registrar certificate from us. In the event such control is deposited with the judicial, arbitration or administrative body, you may not be able to either

(i) make changes to your domain name record, and/or

(ii) use your domain name during the pendency of the dispute. We will abide by the outcome of the judicial, arbitration or administrative proceeding upon receipt of a final order or award. 10. AGENTS.

You agree that, if your agent (e.g., an Internet Service Provider, employee, etc.) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein. Your continued use of our services shall ratify any unauthorized actions of your agent. By acting on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. 11. NOTICES AND ANNOUNCEMENTS.

You authorize us to notify you, as our registrant, of information that we deem is of potential interest to you. Notices and announcements may include e-mails sent to the administrative and technical contacts, and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters. 12. LIMITATION OF LIABILITY.

You agree that our entire liability, and your exclusive remedy, with respect to any CNI service(s) provided under this Agreement and/or for any breach of this Agreement and assigns is solely limited to the amount of \$100.00 USD. CNI, its employees, agents, contractors, officers, directors, shareholders, and affiliates, shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the CNI services or for the cost of procurement of substitute services. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages; in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions;

(2) loss or liability resulting from data non-delivery or data mis-delivery;

(3) loss or liability resulting from acts of God;

(4) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement;

(5) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record; or

(6) loss or liability as a result of the application of our dispute procedures described in Section 9, DOMAIN NAME DISPUTES.

### 13. INDEMNITY.

To the extent not prohibited by law, you agree to release, indemnify, and hold CNI, and its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns harmless from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising under this Agreement, the CNI services provided hereunder or your use of the CNI services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the service(s) provided. When we are threatened with suit, or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. 14. BREACH.

You agree that your failure to abide by any provision of this Agreement, any CNI operating rule or policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us

regarding your domain name registration may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other CNI service(s) you are using without further notice. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.15. NO GUARANTY.

You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.16. REPRESENTATIONS AND WARRANTIES.

You agree and warrant that: (i) the information that you or your agent on your behalf provide to us during the application process to register your domain name or to apply for other CNI service(s) is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name directly or indirectly infringes the legal rights of a third party, (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, and (iv) you are of legal age to enter into this Agreement. You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is" and "as available" basis.

17. DISCLAIMER OF WARRANTIES. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR .BI DOMAIN NAME REGISTRATION SERVICE.18. TERMINATION.

We may terminate this Agreement at any time for any reason by giving you 15 days prior notice. You agree that we may terminate this Agreement if the information that you are obligated to provide to register your domain name or register for other CNI service(s), or that you subsequently modify, contains false or misleading information, or conceals or omits any information we would consider material to our decision to register your domain name or to continue to provide you with domain name registration services. Furthermore, you agree that we may suspend, cancel or transfer your domain name registration services in order to: (i) correct mistakes made by us, a delegated domain manager, or the registry in registering your chosen domain name, (ii) resolve a dispute under Section 9, DOMAIN NAME DISPUTES, (iii) enforce the guidelines of the .BI Domain Registry, or (iv) in the event a successor .BI Domain Registry is chosen. 19. NO THIRD-PARTY BENEFICIARIES.

This Agreement shall not be construed to create any obligation by CNI to any non-party to this Agreement.20. RIGHT OF REFUSAL.

We, in our sole discretion, reserve the right to refuse to register your chosen domain name. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register your domain name.21. SEVERABILITY.

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.22. ENTIRETY. You agree that this Agreement, the domain name application, the rules and policies published by us, and the privacy statement is the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.23. GOVERNING LAW.

To the extent not prohibited by law, you agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the Republic of Burundi, excluding its conflict of laws rules. Except for disputes concerning or arising from your use of a domain name registered with us, you and we each submit to exclusive subject matter jurisdiction, and personal jurisdiction. 24. AGREEMENT TO BE BOUND.

By applying for and registering a domain name as part of our application process or by using the service(s) provided by CNI under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by CNI.

REGISTRANT : -----  
Signature : -----

Print Name :-----  
Title :-----  
Date :-----

ANNEX : [Application form](#)