REGISTRY - REGISTRAR AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of this……………("Effective Date"), by and between The RWANDA INTERNET COMMUNITY AND TECHNOLOGY ALLIANCE, RICTA Ltd, a not-for profit, private company with its principal place of business at KG17 St, 5th floor Hallmark Centre Building, Gasabo, Remera Kigali, Republic of Rwanda ("RICTA Ltd."), hereafter called the "REGISTRY", and herein represented by its Chief Executive Officer, Mrs. INGABIRE MWIKARAGO, and…………… a company with its principal place of business at………….. herein represented by…………hereinafter called the "REGISTRAR". Each of RICTA Ltd and ………… may be referred to as a "Party," and together, as the "Parties."

SUBJECT OF CONTRACT

1. Through this contract the Registrar undertakes to act as a registrar under the below Terms & conditions for the following domain zones: [Tick as appropriate]

    X   RW ZONE
    X CO.RW ZONE
    X AC.RW ZONE
    X ORG.RW ZONE
    X NET.RW ZONE
    X COOP.RW ZONE

2. Both parties accept without reservations the terms and conditions of this contract and all its annexes.

3. The registrar accepts obligations to take due diligence findings before registering domain names to avoid any infringement of intellectual property rights and domain names cyber-squatting.

4. Through this contract RICTA undertakes to enable the Registrar to act as a registrar under RICTA terms and conditions for Registrars.

CONTRACT DOCUMENTS AND ANNEXES

1. Subject to the order of precedence set forth below, all documents forming part of this agreement (including all annexes) are intended to be correlative, complementary and mutually explanatory. The Contract agreement shall be read as a whole.

    REGISTRY- REGISTRAR AGREEMENT
    ANNEX N0. 1 - TERMS & CONDITIONS FOR REGISTRARS.
    ANNEX N0. 2 - DOMAIN NAME POLICY RULES - DISPUTE RESOLUTION PROCEDURES
    ANNEX N0. 3 - PRICE LIST

2. In case of any discrepancy between the wording of this Agreement and its Annexes the provisions of this agreement shall supersede and the hierarchy in clause 2.1 shall prevail.

3. Either of the contracting parties may terminate the agreement upon giving three months written notice, starting on the first day of the month following notice delivery to the other contracting party under the following grounds;

4. RICTA may specifically terminate the agreement if:

5. The Registrar has repeatedly or in a particularly material manner breached its obligations arising from this agreement and its annexes

6. The Registrar no longer fulfils their services to the registrant as per the service level agreement entered into between the Registrar and Registrant

7. The Registrar has made changes in the central registry without notifying the registrant contrary to the Registrants' instructions in violation of the rules.

8. The Registrar has breached the principles of protecting the Registrants' personal data.

9. The Registrar may specifically terminate the agreement if RICTA has repeatedly or in a particularly material manner breached its obligations arising from this agreement and its annexes.

10.   In case of contract termination, the contracting parties will not be obliged to return to one another any payments made before the termination. This does not affect the Registrar's entitlement to a refund of any unused portion of its deposit, or the registry's entitlement to a refund for any advance credit issued to the registrar prior to the termination.

EFFECTIVENESS OF CONTRACT

1. This contract becomes valid and effective as of the day when it is signed by the contractual parties. In the event that the Contract is not executed by the contracting parties on a single day, it shall come into force and effect as at the day of its execution by the last contracting party.

2. The contract is entered for a period of two (2) years and it will be an automatic renewal there after.

DISPUTE RESOLUTION

1. Any dispute arising out of or in connection with this contract, including any question regarding its validity or termination shall be referred to or resolved by Arbitration under the Kigali International Arbitration Centre (KIAC) rules in the following manner.

    (1) Arbitration will be held in Kigali and in accordance with the rules of KIAC in force at the time of referral of the dispute to arbitration.

    (2) The number of arbitrators shall be (3); one (1) to be appointed by each of the parties and the third who shall serve as the Managing Director shall be nominated by the two appointed arbitrators within fifteen days following their appointment by the parties.

    (3) The arbitrators shall settle the dispute submitted for their consideration within 30 days after receipt of the complaint.

    (4) The proceedings of arbitration shall be conducted in English.

    (5) The seat or legal place of arbitration shall be Kigali, Rwanda.

    (6) The award of the arbitration shall be final and binding on both parties

FEES

Depending on the services required, the applicable PRICE LIST should be the prevailing price.

FINAL PROVISIONS

1. The Registrar shall not assign in whole or in part their obligations under this agreement, except with prior written consent of RICTA.

2. No relaxation or indulgence which any party may grant to the other shall constitute a waiver of the rights of the other party. Any such relaxation shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in the future;

3. RICTA is under obligation to protect all the information on the registry system and to protect the Registrar's personal information and RICTA shall be held liable for losses, any damages, and the reasonable costs of any investigation, or litigation resulting from improper protection of information.

4. Nothing in this Agreement will be deemed to neither constitute a partnership between the Parties nor constitute either Party as the agent of the other Party for any purpose;

5. Any amendment of this Agreement or any Service Level Agreement will not be binding on the Parties unless set out in writing, expressed to amend this Agreement, Service Level Agreement, and signed by authorised representatives of each of the Parties;

6. The Parties choose as their respective *domicilia citandi et executandi* ("domicile") for all purposes, the addresses as set out in the preamble above. Any notice given pursuant to this Agreement shall be in writing and may be given by delivering the same through postal address, or email confirmed in accordance with generally accepted standard for the medium addressed to the party which may have notified in writing to the other party.

7. If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

8. The legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or

9. The legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

The Registry (RICTA Ltd)	The Registrar
Name of Authorised Business Signatory	Name of Authorised Business Signatory
INGABIRE MWIKARAGO	
Date:	**Date:**
Position/Title: **Chief Executive Officer**	Position/Title:
Signature & Stamp/Official Seal:	Signature & Stamp/Official Seal:

Annex-1

TERMS AND CONDITIONS FOR REGISTRARS

INTRODUCTION AND BACKGROUND

Rwanda Internet Community and Technology Alliance (RICTA) is the delegated authority for registering domain names in the .RW domains. The domain name space is served on a first in first out basis. RICTA has a rather liberal policy about domain name. RICTA does its best to ensure that the top-level domain is run for the best interest of the country. RICTA will use the registry – registrar model.

DEFINITIONS & TERMS

1. System Instructions: our instructions for Registrars on the proper use of our systems, the way they work, the type, format, quality, layout and structure of data that they accept;

2. Systems: our automated registry systems for Registrars;

3. Transaction: any communication between you and us (or the Registrant and us) entered into with the intention of providing information to us and obtaining some sort of response from us

4. Registrant: The person who is recorded in the registry system as being the one that the registration is 'for' and for these purposes also means applicants who have not yet entered into a contract with us but want to do so.

5. Your registrant: Means the Registrant that you are an agent for (which can be you).

6. The domains are registered just under the top-level domain code .rw or under the second level domain names such as ac.rw, net.rw, org.rw and co.rw. Requests for domain names to be registered under gov.rw are not available for the general public.

7. A restricted domain is one of these: GOV.RW, and AC.RW. Contact infodesk@ricta.org.rw if you want to create such a domain. Note however that it will be assigned only if requested or sponsored by an official authority. We also discourage generic names such as bank, nom, art or a geographic notion as it misleads people.

8. An undesirable name is defined as being vulgar, offensive, misleading people or inappropriate. It also includes domains used for fraudulent or criminal activity, and for phishing and spamming, and is used for creating dysfunctions on the internet. It is also applicable for domain registration of well-known brands/trademarks registered by third parties without the consent of the owner of the brands/trademark.

9. The domain name can have a minimum of two characters, provided the two letters do not match the two letter characters representing a country as per the UN/LOCODE Code (ISO 3166).

10. The registration agreement is on a rental basis. It is rather to be seen as a sub-delegation, and the sub-delegated entity is supposed to manage it in compliance with RICTA Rules and regulations

11. Re-selling of the domain is a matter that RICTA does not handle. It is an agreement between the Registrant and the Registrar, and we only provide tools for changing registrant, registrar, and administrative, billing, and technical details, name servers details in the WHOIS database.

12. RICTA will do its best so that domains name services are run in a fair way. RICTA may delete and/or suspend a domain name at any time should the domain be run in an inappropriate

manner or be restricted or undesirable. RICTA shall delete and/or suspend a domain name upon a 2 days prior written notice to Registrar.

13.   The release of the domain will take place as per the domain name life cycle. It is the registrant's responsibility to make sure all payments are done through his/her/its registrar in due time.

14.   RICTA has the right to rectify any information in the WHOIS database that it finds incorrect, irrelevant or misleading. RICTA can also suspend any domain that the registrant does not keep according to our policy, without compensation. The WHOIS database must be kept accurate and your mail server must be configured so that administrative emails are not classified as spam(s).

15.   Some Countries/States do not allow the exclusion or limitation of liability for consequential or incidental damages; if it is the case, you are not allowed to use RICTA services. Should you use our services however without informing us about this, the service will be deemed to have been rendered in our country and we will have no liability with you, and we will be legally unaware of this unauthorised usage.

RECOGNITION AND PROMISES AS TO AUTHORITY TO ACT

1. Under these terms and conditions, we recognise your organisation as being a Registrar and therefore able to act as an agent for your Registrants (which include you). These terms and conditions contain some limits on what you can do for your Registrant.

2. We shall require Your Registrant to Transact with us only via you, or to attempt to deal with you first, or to receive notices via you.

3. Despite that, we remain allowed to deal directly with Your Registrant (for Domain name transfer) and we may set out situations where you have no power to act for Your Registrant or where the power you have is limited.

4. In relation to Your Registrant we will recognise you as having authority to act for that Registrant if (for an existing registration) the registry system records you as being the appointed Registrar;

5. You promise us that in respect of every Transaction request you make, you have the authority of the Registrant to make that request and (if applicable) enough authority from the registrant to fully commit them to all the terms of the contract or obligations connected with that request; If you break any of the rules and regulations, and we or our staff (including contractor or agents) or directors later suffer loss caused in whole or in part upon our reliance on those promises, you will pay us back for those losses, including any damage to our reputation, and the reasonable costs of any investigation, litigation or settlement. If you are only partly responsible, you will have to pay your fair share.

SUBMITTING TRANSACTIONS

1. You must comply with the .RW Policy Rules at any particular time (they change over time as our systems develop and you must regularly check on RICTA's website to find out   which are the most recent versions and comply with them). It being understood that such policy rules are made an integral part of these terms and conditions.

2. You should not request a Transaction if you know, or have reason to believe that any of the following apply or probably apply:

3. Some or all of the information provided by or through you to us is false, deceptive, misleading, inaccurate or incomplete;

4. Some or all of the Registrant identity does not meet the requirements of the registration Instructions

   (1) The Registrant you identify to us in the Transaction has not instructed or requested you to act on its behalf or does not exist;

   (2) You no longer have authority to transact with us on behalf of the Registrant; or

   (3) The service requested is one for which we require Registrants to enter into terms and conditions with us (e.g. the registration or renewal of a domain name) and you have not received positive confirmation that they are aware of and accept in full the current terms and conditions we offer for that service or Transaction at the date of the request for it.

RECORDING INFORMATION AND DATA PROTECTION

1. You will not do anything which could put us in breach of the Rwandan laws and the protection of personal information or allow us to be put in this position because of your inaction.

2. We will hold records of your identity, and any contacts relevant to the service being provided. You will ensure that every contact consents to us holding the information and using it as needed (or reasonably helpful) in carrying out this contract. It is your duty to keep us Notified of Your contacts and your current name and contact details at all times.

3. If you are issued with or have an identifier that is supposed to be secret for use with us or our systems you must keep it secret and safe because we shall be allowed to assume that any action done or requested using that identifier or a product of it was done or requested by you or by someone authorised to act for you and we shall have, and be entitled to enforce, procedures as part of the system instructions for dealing with lost, revoked or compromised identifiers

RESELLERS' AND DEALING WITH YOUR REGISTRANT INDIRECTLY

1. You are not prohibited from dealing with Your registrant indirectly (for example, through 'resellers') but:

2. You may not transfer, subcontract or delegate any of your rights or obligations under this contract;

3. As between you and us, you are responsible for your registrant and the information, service, marketing and advice they are given, whether or not you actually deal with them directly (in other words, 'the buck stops with you'); and

4. We are not required to deal with, or give any special status to, any of your resellers.

5. It is your responsibility to ensure that information given to your resellers which is relevant to the registry system entry filters back to you and that the registry system is updated accordingly. Any obligation in this contract starts to happen when you become aware of a change in your registrant's information or the situation applies where your reseller has become aware of this information.

6. On request you will confirm to us whether a person or organisation is your reseller and provide us with full contact details from them.

ACCEPTABLE USE AND ENFORCEMENT

We may require you to confirm to us (and provide reasonable evidence) how, and whether, you comply with the requirements of these terms and conditions and the requirements of our policies within a reasonable timescale set by us.

We aim to provide our services in a neutral and impartial way, and we have obligations to protect the information on the registry system. Accordingly, we will have, and update from time to time, an acceptable.RW domain policy which may include rules on restricting your access to our systems if you do not comply with it. The acceptable policy will be written and enforced in line with our acceptable principles.

We may require that you declare in advance of any investigation any connections you have with another registrar or party that has a contract with us

EXCLUSIONS OF LIABILITY

1. Nothing in this contract shall be taken to attempt to exclude or limit liability for death or personal injury caused by negligence, or for fraudulent misrepresentation.

2. All representations, and all warranties, whether express or implied by statute, law or otherwise, relating to the operation of our systems and the data in them are excluded to the maximum extent permissible by law; and

3. We will not have any liability whatsoever to you or any End user to whom you relay results as a result of any failures or inaccuracy, delay or error in the operation of our systems or the information from them.

4. We will not be liable (on any legal basis, including the principles of law called 'tort') for any loss to you arising out of this contract or your use of our systems which could be described as;

   LOSS OF REVENUE;
   LOSS OF PROFITS;
   LOSS OF GOODWILL;
   LOSS OF DATA;
   INDIRECT LOSSES, OR
   CONSEQUENTIAL LOSS SUFFERED BY YOU.

INTELLECTUAL PROPERTY AND RELATIONSHIP OF THE PARTIES

1. Nothing in this contract or the actions we or you take because it creates any sort of partnership, joint venture or other association between us. Neither party shall have any authority to bind the other in any way.

2. The Register and WHOIS and the data contained within them, belong to us and we can change them at any time.

3. You must not use any of our intellectual property rights or information they protect without our written permission. We do provide various materials which may help you in marketing or explaining the .RW system, and information about those services on our website.

GENERAL

1. Force Majeure - if you or we cannot do what we must do for reasons totally out of our control including but not limited to (like wars, terrorism, natural disasters or major accidents) then the

person involved is excused from having to do anything that he/she is unable to do until the cause is fixed

2. Neither party will be liable for any breach of its obligations under this contract to the extent that it is prevented from performing them due to circumstances beyond its reasonable control i.e. an extraordinary event or circumstance beyond the reasonable control of the party, including but not limited to, natural disasters, strikes, war, riots and civil uprising. The Party asserting Force Majeure shall, within seven (07) days following the occurrence of such a circumstance, give written notification to the other Party of the causes of its failure and the steps taken to put an end to the aforementioned circumstance and remedy its consequences. Both Parties shall, after due consultation, take all reasonable steps in order to limit the consequences of the circumstance of Force Majeure. Where a Party is unable to   perform its obligations due to an event of Force Majeure and such Force Majeure lasts longer than fifteen (15) days from its occurrence, the other Party has the right to terminate this Agreement.

3. We may make reasonable changes to the terms and conditions from time to time. We notify you of any such changes at least 30 days before they are due to take effect.

4. The invoicing is sent via e-mail and a signed hard copy within two days after the email; RICTA sends yearly invoices at the anniversary date of the domain creation. 30days or a month before there will be an automatic remainder email to be sent before the date of expiration of the account. After 3days of the anniversary the domain will automatically be released for new sub re-delegation. It is your responsibility to maintain the record accurate and your mail server open so that the e-mailed invoice reaches the right person.

5. An unpaid domain will be freed and made available for new sub-delegation. Any payment without clear communication will be held in RICTA bank account and domain will not be created or renewed. RICTA will not try to trace back the payment origin, and without proper identification from the payer, this amount will stay unassigned to any domain.

6. The services rendered by RICTA include keeping DNS records and WHOIS database management. Future changes of pointers are free of charge. RICTA will do its best effort to keep this pointer, the delegation and the DNS running, but shall by no means bear any responsibility for any disruption of service as it may occur from time to time on the internet or disruption of delegation.

7. For each DNS server you specify as authoritative, you must have a DNS server up and running which is compliant with current RFCs (1034, 1035, 1122, and 2137) and which is responding to domain name requests for your domain

8. The registrars ought to clearly publish on their websites their domain name service prices (both for domain name registration with and without additional services such as web hosting, mail hosting, etc.)

Annex-2

DOMAIN NAME POLICY RULES & DISPUTE RESOLUTION PROCEDURES

This section describes the Domain Name Policy rules governing the .RW domain name.

DEFINITIONS

1. A ccTLD registry is an entity recognised by ICANN or IANA for administering Internet addresses and domain names.

2. A domain name is an Internet name which has been delegated to an individual or an entity.

3. A subdomain name is any sub-tree of .RW namespace which starts at second level. It may be a flat second-level domain or may be extend to higher level. Flat second level means only the namespaces that are under the second level and don't extend the namespace to higher level such that third level namespace.

4. A registrar is an organisation which provides the registration services of domain names within a delegated subdomain.

5. A registrant is an individual or an entity/organisation which has registered a domain name within a subdomain

6. An applicant is an individual or an organisation who or which submits an application requesting to an accredited registrar the registration of domain name.

7. Activation of a new domain is a process that appends the new domain in the .RW zone file or subdomains CO.RW, ORG.RW, AC.RW or AC.RW zone files and makes it available on the internet.

8. Complainant means the party initiating a complaint concerning a domain name registration.

9. ICANN refers to the Internet Corporation for Assigned Names and Numbers.

10. Panel means an administrative panel of three (3) persons appointed by the .RW ccTLD registry to decide a complaint concerning a domain name registration.

11. Panelist means an individual appointed by the .RW ccTLD registry to be a member of the Panel.

12. Policy means the .RW ccTLD Domain Name policy rules and Dispute Resolution Procedure that is incorporated by reference and made an integral part of the Registration Agreement.

13. Party means a Complainant or a Respondent;

14. RICTA refers to the Rwanda Information and communication technology association; the .RW ccTLD Registry

15. Respondent means the holder of a domain name registration against which a complaint is initiated.

16. Registry – Registrar Agreement means the agreement between RICTA and a Registrar.

17. Registrar – Registrant Agreement means the agreement between a Registrar and a domain name Registrant

OBJECTIVES

The main objective of the .RW domain name policy and dispute resolution procedures is to define legal structure between the .RW ccTLD Registry as the management entity of .RW ccTLD Internet domain name, the domain name holder and the Registrar, by establishing the responsibilities of each party as far as the domain name service is concerned. It provides the procedure for creation, modification and deletion of domain name under the .RW ccTLD. In brief, the goals of the policy are:

1. To describe the procedure of interacting with the .RW ccTLD Registry

2. To state the obligations and the rights of all involved parties in domain name

3. To clarify what can be done and what cannot be done with .RW ccTLD

4. To describe the dispute resolution procedure when there is a conflict between two or more individuals or organisations that claims domain name ownership of a particular domain.

5. To describe in which circumstances a domain name can be suspended or/and suspended

POLICY AND RULES

1. The .RW ccTLD Registry is an open registry that gives .RW domain name registration service and it expects to give its service to any organisation or individual who is willing to register a domain under .RW ccTLD zone. Citizens or/and non-citizens can request for a domain name in .RW ccTLD name space.

2. The.RW ccTLD registry has divided the .RW ccTLD namespace into different categories that reflect major activities carried out in Rwanda. The registry is ready to create new categories as long as there is enough demand. The current domain name registration service is done under

Option	Organization type
co.rw	Subdomain for commercial entities
ac.rw	Subdomain for educational institutions
org.rw	Subdomain for miscellaneous organizations
gov.rw	Subdomain for governmental institutions
net.rw	Subdomain for network infrastructure and providers
Coop.rw	Subdomain for cooperatives as per RCA regulations

the following classification.

3. The domain name is used for any activities that are allowed by Rwandan laws, any case of infringement of such laws will lead to automatic suspension and deletion of the domain name at the discretion of the .RW ccTLD registry

4. The .RW domain name registration service and any daily operational activities of the .RW registry are performed in the registry offices based in Kigali, Gasabo District, Kacyiru, at Telecom House 5th Floor.

5. RICTA through its management body is the trustee entity for managing .RW domain namespace. No one owns the subdomain of .RW. Every applicant would be delegated a

subdomain of .RW if it is not yet used by another. There is no notion of domain name property.

6. Any applicant who has been delegated a subdomain of the .RW domain should guarantee that his/her name-servers were set up according to the RFCs (1034, 1035, 1122, 2137) that concern with DNS system. The set up should not compromise the integrity of the .RW ccTLD registry or any other internet registry.

7. The .RW ccTLD Registry plays a fair game when it comes to domain name applications treatment. The domain names are registered under First in First out rule. The applications are considered in the order they were submitted

8. A domain name is not private property but it is considered to be under delegation to an individual or an organisation who/which has the responsibility to administer it according the RFCs concerning DNS system.

9. A domain holder should inform the .RW ccTLD Registry about the modification of the name servers that must be configured in the .RW ccTLD zone files. Any other information change like administrative or technical contact should also be reported to the .RW ccTLD Registry for updating of database through the Registrar.

10. Any Applicant for .RW domain name registration service must agree to provide current, complete and accurate information. The applicant provides this information by filling the online application form.

11. The registration information requested to the applicant shall contain:

   DOMAIN NAME DETAILS:
   REGISTRANT CONTACT DETAILS:
   ADMIN. CONTACT DETAILS:
   BILLING CONTACT DETAILS:
   TECH CONTACT DETAILS:
   NAME SERVERS:

12. The domain name holder recognises that the information he/she or his/her employee on their behalf provides to the registry during the registration process of the domain name is to the best of his knowledge. Any change of the information shall be communicated to the registry through the registrar as soon as possible using the available means of communication between domain name holder and the registrar

13. The personal information that the .RW ccTLD Registry collects from the applicant is strictly used for communication between the Registry and the applicant.

14. The registrant must guarantee that the electronic mail system is properly set up so that the electronic mails that registry may send are properly received and NOT considered as spam.

15. The .RW ccTLD Registry reserves the right to disclosure the domain name holder information through an online interactive database (WHOIS database).

16. The .RW ccTLD Registry reserves the right to modify the information that is stored in its database if it finds that the information is not correct, misleading or does not have any importance.

17. Once a domain name termination request has been filed by the domain name holder and received by the .RW ccTLD registry through the registrar's account, the registrant loses the delegation right on that specific domain name and the registry has the right to delegate it to any other interested individual or entity within 14 working days.

18. The .RW ccTLD registry may suspend or terminate your domain name registration service in the event any misleading or false information.

19. Once a dispute or complaint is filed at the .RW ccTLD Registry, the .RW ccTLD registry shall start the dispute resolution process.

20. The registry may terminate the domain name registration service to the holder who has lost the delegation right on the domain through dispute resolution process.

21. The .RW ccTLD Registry will ensure that DNS servers are up and running 24hours a day and seven days a week but if the DNS servers become unavailable for any reason, the .RW ccTLD Registry will not be held liable for any loss encountered by the domain name holder.

ANNEX- 3

AKADOMORW PRICE LIST

1. TERMS, DEFINITIONS AND ACRONYMS

"AkadomoRW": literally "dot RW" or ".RW".

"ccTLD": A country code top-level domain (ccTLD) is a top-level domain name that is used to define the domain for a particular country or a geographical area. Every country has a domain name reserved for it; this is generally denoted by a ccTLD, which is generally two letters long. [source: Technopedia.com]

"EAC": The East African community (EAC) is a regional intergovernmental organization of 6 Partner States: The republics of Burundi, Kenya, Rwanda, South Sudan, the United Republic of Tanzania, and the Republic of Uganda, with its headquarters in Arusha, Tanzania.

"EUR": The currency code used in the general industry to represent the euro, the official currency for more than half of the 27 members of the European Union (EU). The Eurozone states are Austria, Belgium, Cyprus, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Malta, the Netherlands, Portugal, Slovakia, Slovenia and Spain. As of March 2009, five other non-Eurozone members were also using the currency [Investopedia.com].

"IANA": The global coordination of the DNS Root, IP addressing, and other Internet protocol resources is performed as the Internet Assigned Numbers Authority (IANA) functions. [source: iana.org].

"KIAC": Kigali International Arbitration Center. http://www.kiac.org.rw.

"PDF": Portable Document Format (PDF) is a file format used to present and exchange document reliably, independent of software, hardware, or operating system. Invented by Adobe, PDF is now an open standard maintained by the International Organization for Standardization (ISO). PDFs can contain links and boutons, from fields, audio, video, and business logic. They can also be assigned electronically and are easily viewed using free Acrobat Reader DC software.

"Registrar": A domain name registrar is a company that has been accredited by the Internet Corporation for Assigned Names and Numbers (ICANN) or a national country code top-level domain (TLD) (Such as .uk or .ca) to register domain names. Domain names registration is a competitive industry, in which domains may be sold in a number of TLDs, including ".com", ".net", ".org" among others. [Source: Technopedia.com]

"Registrants": A domain name registrant is the person or entity that holds the right to use a specific domain name. The registrant can either be a person or an organization who is the domain license holder, legally bound by the domain's terms-of-service agreements. Essentially, the registrant is the owner of the domain name of a particular website but may not be the actual owner/administrator of the website, as there are cases where the domain name is only being leased to the website by the domain name registrant. [Source: Technopedia.com].
"SLD": means Second-level domain. These are generic domain names under the .RW ccTLD. SLDs comprise: CO.RW, ORG.RW, AC.RW, NET.RW, and COOP.RW.

"RICTA" Rwanda Internet Community and Technology Alliance. Is the .RW ccTLD Registry. http://www.ricta.org.rw.

"3R Model": The set and model made of the Registry, Registrar and the Registrant, the Registrar being the middle man linking the registrant with the Registry.

"RWF": The Rwandan Francs, is the currency of Rwanda.

"USD": The United States Dollar, is the currency the United States of America.

"VAT": Value-Added Tax. A value-added tax (VAT) is a type of consumption tax that is placed on a product whenever value is added at a stage of production and at the point of retail sale. VAT in Rwanda is 18%.

2. INTRODUCTION

RICTA Ltd is the ccTLD manage, the organization managing the "AkadomoRW" (.RW-Rwanda country code Internet top-level domain name – https://www.iana.org/domains/root/db/re.htm). RICTA charge a fee for each domain name registered or renewed under the .rw Internet domain name.

RICTA uses the 3R Model; Registry, Registrar and Registrant. Therefore, RICTA does not sell directly domain name services to Registrants, Registrars do. This model helps the Registrants get more services from the Registrars apart from the domain name services; e.g. website hosting, email services, etc.

RICTA works only with accredited registrars. And there is no restriction to whom RICTA can work with provided that the applying registrar have fulfilled all the necessary requirements. The registrars can be national, regional or international duly registered and competent companies.

The RW Registry uses mainly three currencies; Rwandan francs, United States Dollar (USD) And European Euro (EUR). The Registry uses a prepay model; the registrar can only registrer and renew if his/her account has credit.

3. PRICE STRUCTURE

Important Note(s):

The following price structure shall be effective from 01 January 2022. The prices listed are VAT exclusive. The accredited Registrars not registered in Rwanda as local tax payers, have VAT amount zero-rated.

It is strictly forbidden for a Registrant qualified as "From other countries" to get services at the "Rwanda & Africa" fee. Any domain name found to be in breach of this policy shall be suspended and/or deleted from the .RW Registry system.

A local Registrar company willing to receive payments from Registrants "From other countries" can do so provided it has a Registry account in either EUR or USD currencies.

3.1. Domain name Registration and Renewal Fees

DN Registration & Renewal Fees (1 year)	Country of origin/operation of Registrant			
	From Rwanda & Africa Region		From other countries	
	RWF	USD	EUR	USD
*.RW	10,169	11	150	180
*.SLD.RW	5,085	5	150	180

Note(s):

1.0.   For "Rwanda & Africa", the price shown is the retail price, and it is listed prior to the revenue share policy, which is applicable ONLY to retail price and local Registrars.

2.0.   For "Other", the price listed is the wholesale price;

3.0.   For 2, 3,4 and 5+ years payments, the following discounts shall be applied: 5%, 7.5%, 9.5% and 10% respectively for 2, 3, 4 and 5+ years;

3.2.   Domain name Restore Fees

The Restore fees are applicable whenever a domain name has expired and is in the "Pending Delete" period. It is a one-time fee debited from the registrar's account. The price listed are VAT exclusive. VAT is applicable to Registrar(s) registered as a tax payer in Rwanda.

DN Transfer Fees	Country of origin/ operation of Registrant			
	From Rwanda & Africa Region		From other countries	
	RWF	USD	EUR	USD
*.RW	2,542	3	85	104
*.SLD.RW	1,271	1	85	104

3.3.   Domain name Transfer Fees

The transfer Fees are fees applicable when a .RW domain name is move from one registrar's account (the "gaining" registrar) to another registrar's account (the "loosing" registrar). It is a one-time fee debited from the "gaining" registrar. The price listed are VAT exclusive. VAT is applicable to Registrar(s) registered as a tax payer in Rwanda.

DN Transfer Fees	Country of origin/ operation of Registrant			
	From Rwanda & Africa Region		From other countries	
	RWF	USD	EUR	USD
*.RW	2,542	3	17	21
*.SLD.RW	1,271	1	17	21

3.4.   Domain name Dispute Resolution Fees

The Dispute Resolution fees are applicable when a Domain name dispute is lodged to RICTA. It is a one-time fee paid by the requester to RICTA's Bank account. The prices are based on the Kigali International Arbitration Center for one (1) arbitrator. (KIAC - http://www.kiac.org.rw/).

DN Transfer Fees	Country of origin/ operation of Registrant			
	From Rwanda & Africa Region		From other countries	
	RWF	USD	EUR	USD
*.RW	1,500,000	1,763	1,430	1,763
*.SLD.RW	1,500,000	1,763	1,430	1,763

3.5.   Other Service Fees

The following are other services and fees applicable. The price listed are VAT exclusive. VAT is applicable to Registrar(s) registered as a tax payer in Rwanda.

DN Transfer Fees	Country of origin/ operation of Registrant			
	From Rwanda & Africa Region		From other countries	
	RWF	USD	EUR	USD

Registrar application fees- One-time	30,000	35	28	35
Registrar Minimum prepayment	100,000	118	1,000	1,233

3.6. Bank Charges Transfer and Prepayment Fees

RICTA has the following policy with respect to transfer and Prepayment Fees' bank charges:

3.6.1. Bank Wire Transfer

The Bank wire transfer fees are paid by the sending party i.e. Registrar, and not the receiving party i.e. the Registry (RICTA).

The amount transferred is credited to the account of the Registrar upon the reception of the proof of payment to ease and quicken the fund provisioning process. This approach is implemented to help the Registrar to do business (registration, renewal, etc.). The proof of payment is an official document received from the bank that proves the payment was executed, and it can be sent via e-Mail (PDF format preferred) to RICTA finance department at the email: rw-adm@ricta.org.rw.

In the event the Registrar has not paid the wire transfer fees, and the corresponding Registry account having been credited the full amount, then the Registrar's Registry account shall be debited with the corresponding amount charged by the Bank.

3.6.2. Debit/ Credit Card payment

The Card payment facility is in place to ease and quicken the fund provisioning process.

As opposed to the Bank wire transfer method, the Registry shall bear the payment commission charges associated with debit/credit card payments.

3.6.3. MTN Mobile Money Payment

The MTN mobile money payment facility is in place to ease and quicken the fund provisioning process.