KUWAIT TOP LEVEL DOMAIN REGISTRY

Accredited Registrar Policy

Public Sector Governance Department

Information Technology Sector

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CITRA
الهيئة العامة للاتصالات وتقنية المعلومات
COMMUNICATION & INFORMATION TECHNOLOGY REGULATORY AUTHORITY

1. Definitions

All terms and expressions used herein have been defined in the implementing regulation for Country Code Top Level Domain Registry (CCTLD) for the State of Kuwait as approved by the Board of Directors of the Communication & Information Technology Regulatory Authority (CITRA).

2. Policy Objectives

This policy aims to:

2.1 Set the requirements for obtaining the accredited registrar license by CITRA.

2.2 Identify the duties, rights, and obligations of the accredited registrars towards registrants and CITRA.

2.3 Identify the consequences against the accredited registrars in case of violating this policy.

3. General Terms

3.1 The accredited registrar authorized to the Country Code Top Level Domain Registry (CCTLD) for Kuwait shall give due attention to the duties and services towards public users.

3.2 The domain names registration applications are processed by the accredited registrars, not directly by CITRA.

3.3 Compliance with this policy is mandatory for all accredited registrars. The enforcement of this policy shall be unified and

binding on all the accredited registrars without minimal amendment or exception.

4. General Requirements for obtaining the Accredited Registrar License

4.1 The applicant (accredited registrar) shall pay the fees referred to in Annex (A) hereto.

4.2 The applicant (accredited registrar) shall submit all the required documents and papers together with providing an acknowledgment that such documents and papers are true, valid, and full. Such documents must be updated upon the renewal of the license.

4.3 The applicant (accredited registrar) must have its personal website through which it can be linked to the registration system of the Country Code Top Level Domain Registry (CCTLD) for the State of Kuwait.

4.4 The applicant (accredited registrar) shall provide the electronic payment service on its website for the domains selling service to registrants.

4.5 The applicant (accredited registrar) shall sign a Non-Disclosure Agreement with the Public Authority for Civil Information (PACI).

4.6 The applicant shall pass the technical tests stipulated in Annex (B). While CITRA has the right to re-conduct such tests on a periodic or random basis as it deems appropriate to ensure the quality of services.

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4.7 The accredited registrar applications for a license shall be submitted by registration and authentication on the electronic services of CITRA.

5. Special Requirements for the Accredited Registrar License

5.1 Having passed the technical tests and paid the fees referred to in the fees clause of Annex (A) hereto by the applicant, the applicant shall be given a license valid for a maximum of one year only. The commercial license of the applicant is required to be valid during the licensing term.

5.2 The accredited registrar license may be renewed Sixty (60) days prior to its expiration. The accredited registrar shall be reminded and notified of its license's expiration as follows:

5.2.1 Initial notification is to be served Sixty (60) days prior to the license's expiration period.

5.2.2 A second notification is to be served Thirty (30) days prior to the license's expiration period.

5.2.3 Final notification is to be served upon expiration of the license.

5.3 The accredited registrar's systems are technically assessed during the period it is applying for renewal of the license. Based on the outcomes of such assessment, CITRA may decide whether to renew or reject the license renewal application.

5.4 The accredited registrar shall notify CITRA under a certified written letter if the accredited registrar is unwilling to renew

the accredited registrar's license at least Sixty (60) days prior to the cancellation activation request date.

5.5 CITRA may terminate the license if:

5.5.1 The accredited registrar fails to abide by the policies and resolutions of CITRA, or for any other reason CITRA deems appropriate.

5.5.2 The accredited registrar fails to comply with the financial liabilities referred to herein.

5.5.3 The accredited registrar fails to pass the periodic or random technical tests.

5.6 CITRA has the right to deal with and dispose of the registered domains with the accredited registrar in case:

5.6.1 The accredited registrar's license is canceled.

5.6.2 The accredited registrar fails to renew the license.

5.6.3 The accredited registrar is removed from the registrars' list, or the accredited registrar's works are suspended due to a penal sanction approved by CITRA against the accredited registrar.

5.6.4 Due to administrative, regulatory, or technical reasons approved by CITRA.

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6. Obligations of the Accredited Registrar

6.1 The accredited registrar shall abide by all the provisions set forth in the law, implementing regulations and resolutions relating to the registration of domain names together with all the policies issued by CITRA and any amendments made thereto.

6.2 The accredited registrar shall use the registration system of CITRA properly to register the domain names together with all the information and details the accredited registrar may have access to through the system in its capacity as an accredited registrar.

6.3 The accredited registrar agrees to provide the registrants' information registration and update services. The accredited registrar shall declare that such information is true, complete, and updated. The accredited registrar shall keep the registrants' domain names on the registration system and maintain the privacy of such information.

6.4 The accredited registrar shall provide all the accreditation requirements all during the contracting period.

6.5 The accredited registrar declares that its company's name, logo, and website link will be published on CITRA website.

6.6 The accredited registrar undertakes to notify CITRA regarding any claim, request. The complaint, legal action, or proceedings the accredited registrar may receive, which is associated with the domain name registration process, under a certified written notification attached with all the

documents proving such a receipt within Three (3) working days having known the same.

6.7 The accredited registrar shall keep all the necessary technologies and restrictions developed and updated to ensure that the accredited registrar is properly and safely linked to the names registration system of the Country Code Top Level Domain Registry (CCTLD). The accredited registrar further ensures that all the exchanged data between the accredited registrar system and the registration system will be safe to avoid the disclosure and hacks of such data to and by any third parties.

6.8 The accredited registrar shall be solely responsible in full for any damages and claims that may arise due to breaching provisions of this policy by the accredited registrar.

6.9 The accredited registrar declares that CITRA has the right, as it considers proper, to terminate the processing of the applications submitted by the accredited registrar for definite periods should CITRA consider such action is necessary for keeping the registration systems safe and stable.

6.10 The accredited registrar declares that CITRA has the right, at any time, to technically perform inspections and auditing; and that the domain name application may be rejected or suspended even having been approved should the registrant is found to violate any of the procedures, requirements, or policies issued by CITRA.

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6.11   The accredited registrar undertakes that the information provided by the registrant is true, complete, and updated.

7. Obligations of the Accredited Registrars towards Registrants

The accredited registrars shall:

7.1 Ensure the registration of the domain name only upon the request of applicants, i.e. not to register the Internet domain for them unless the usage of such names is for the company's businesses and projects;

7.2 Ensure not to "store" the domain names, i.e. registration of numerous domain names without receiving definite instructions thereon from the applicant;

7.3 Ensure that the domain names are not registered or renewed (prior to the receipt of an in advance application from the applicant or the registrant) to avoid the registration of a domain name on behalf of the applicant or the registrant, as the case may be, by a competitor of the registrar, or to offer such domain names to the potential applicants later.

7.4 Ensure non-renewal of an expired internet domain name without an application that is submitted from the concerned registrant only, unless expressly requested by the registrant for the automatic renewal service.

7.5 Ensure the issuance of domain names licenses for one (1) year or two (2) years only.

7.6 Ensure not to take any action that may lead to legal prevention of registration for any domain name.

7.7 Ensure that the registrants are notified that they must renew their respective domain license by phone call, in writing, or emails to the email addresses of the registrants.

7.8 Ensure that the registrants are notified of the special terms and conditions for the related domain names licenses, and to provide recent copies thereof whenever they are required to.

7.9 Ensure that the registrants are called for updating the information registered in "domain names information service, WHO IS" if they are not correct.

7.10 Ensure that neither renewal notification nor any other things that may interpret the same sent to the registrant or any third party, unless they are sent by the authorized registrar, or received by the registrant or the person responsible for administrative communications regarding the internet domain name.

7.11 Ensure that the accredited registrar is allowed to offer extra services to the registrants, provided:

7.11.1 Not to insist on the registrant to replace the current register or set such replacement as a condition for any type of the services to be offered.

7.11.2 To clearly refer to any type of services the accredited registrar provides, and to the way such services are organized whether provided as one package or separately to customers; and set prices for such services separately.

7.11.3   Ensure the ability of the accredited registrar to provide the services announced in any offer provided to the applicants or potential registrants.

7.11.4   Ensure the explicit compliance towards applicants with the domain names licenses as per the prices set by CITRA.

7.11.5   Ensure that prices for the registered domains are clearly identified and separately from any additional services on the invoices the accredited registrars provided to the registrants.

7.12   Ensure that the registrants are notified via their respective websites or emails of any changes made to any policies that may have any terms and conditions relating to the domain names license.

7.13   Ensure a mechanism for handling the disputes and complaints, and that they are available to complainants.

7.14   Ensure that the accredited registrar publishes a service cancellation notification for the registrants if the services agreed upon between both parties are canceled.

7.15   Ensure that customers' complaints are handled properly within three (3) working days.

7.16   Ensure that the complaints are referred to CITRA, should the accredited registrar fail to solve the same within the identified period if such complaints are beyond the accredited registrar's powers.

7.17   Ensure that the unwanted email messages (spam) would not be sent to current or potential customers.

8. Obligations Relating to the Registrants' Information

The accredited registrars shall:

8.1 Ensure that the information provided to the registry applicants or current registrants are accurate, complete, and correct.

8.2 Ensure the application of the domain names privacy policy of CITRA and the applicable laws in the State of Kuwait.

8.3 Ensure compliance with any other laws or regulations relevant to consumers in the State of Kuwait.

8.4 Ensure that the registrants' personal information kept with the accredited registrars would not be sent to any third parties unless CITRA requires the same.

9. Enforcement of Code

The accredited registrars shall perform their duties and tasks in accordance with this policy. The alleged violations of the policy shall be addressed in accordance with Article (64) of CITRA code.

10.   Policy Review

The management may update this policy, at any time, as it considers appropriate, including updating for explanation purposes.

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11.   Annex (A) – Fees

11.1   The technical tests fees of One Hundred and Fifty (KWD 150) Kuwaiti Dinars shall be paid upon submission of the application for an accredited registrar license for the first time.

11.2   If the applicant fails to pass the technical tests within the period given, i.e. (60) sixty days, the applicant shall submit a new application and pay the required fees as stipulated in Clause 11.1 hereinabove.

11.3   The accredited registrar shall pay the annual license fees of Three Hundred (KWD 300) Kuwaiti Dinars.

11.4   The license renewal application is not inclusive of the technical test's fees.

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12.   Annex (B) – Technical Tests

12.1   The electronic login system shall be linked to the Public Authority for Civil Information (PACI).

12.2   A website for domain management and registration shall be created, on which the electronic payment service shall be provided.

12.3   The following functions shall be performed using the electronic linkage to the Country Code Top Level Domain Registry (CCTLD) names for Kuwait:

12.3.1   Registration of a new domain name

12.3.2   Removal of a domain name

12.3.3   Transfer of a domain name to another accredited registrar

12.3.4   Modify the domain name information on:

- Identity of the registrants
- Data of the domain name servers

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