General Registration Rules
Version 3.18, January 13, 2013

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1.   **APPLICATION**

These Rules apply to the registration, renewal, transfer, modification, suspension and deletion of Domain Names and to other transactions with respect to Domain Name Registrations. Capitalized terms used herein but not defined, shall have the meaning as set out in CIRA's *Registrant Agreement* or *Registrar Agreement*, which are available on CIRA's website at www.cira.ca/assets/Documents/Legal/Registrants/registrantagreement.pdf and www.cira.ca/assets/Documents/Legal/Registrars/registraragreement.pdf. If there is a conflict or inconsistency between this Policy and other Registry PRP, these Rules shall prevail.

2.   **REGISTRATION OF DOMAIN NAMES**

The requirements for an Applicant wishing to register a Domain Name Registration are as follows:

2.1   **Canadian Presence Requirements**. Each Applicant must meet the requirements of CIRA's *Canadian Presence Requirements for Registrants*, which is located on CIRA's website at www.cira.ca/assets/Documents/Legal/Registrants/CPR.pdf.

2.2   **Selection of a Registrar**. The Applicant must select a CIRA Certified Registrar, who will act on its behalf, in submitting an application for the registration of a Domain Name ("**Registration Request**") to CIRA. A Registration Request cannot be submitted directly by the Applicant to CIRA, but must be made through a CIRA Certified Registrar.

2.3   **Admissible Domain Name**. The Domain Name which is the subject of the Registration Request must be an Admissible Domain Name in accordance with Section 3 of these Rules.

2.4   **Registration Period**. An Applicant may select a registration period of 1 to 10 years for the registration of the Domain Name that is the subject of the Registration Request (the "**Registration Period**"). An Applicant must notify its Registrar which Registration Period it wishes to select. If an Applicant either selects a Registration Period of more than 1 year, or is charged by its Registrar on the basis of a Registration Period of more than 1 year, then the Applicant's Registrar must request registration of the Domain Name for the full period requested by the Applicant (or for which it was charged). Similarly, the Registrar of Record must pay to CIRA the applicable Fee for the full Registration Period selected or paid for by the Applicant at the time the Domain Name Registration was registered.

2.5 **Responsibility for Selected Domain Name**. It is the Applicant's responsibility to ensure that the Applicant has the right to use the Domain Name which is the subject of the Registration Request and that the registration of the Domain Name and the manner in which the Applicant intends to use, or uses, such Domain Name does not, directly or indirectly: (a) infringe or otherwise violate the copyright, trade-mark, patent or other intellectual property or other rights of any person; (b) defame any person or unlawfully discriminate against any person; or (c) breach any Applicable Laws.

2.6 **Submission of Registration Request by Registrar**. Once an Applicant has selected a Registrar, the Registrar will be responsible for preparing and transmitting to CIRA a Registration Request based on the information provided by the Applicant to the Registrar. All such information must be true, complete, accurate, and not misleading.

2.7 **Validation and Approval of Registration Requests**. Registration Requests must be validated and approved by CIRA in its sole discretion. Without limiting the generality of the foregoing:

(a) Registration Requests will be processed on a first come, first served basis;

(b) Registration Requests must be in the format specified by CIRA from time to time;

(c) the Registrar must have sufficient funds deposited with CIRA in their CIRA Deposit Account to cover any Fees charged by CIRA for a Registration Request plus any applicable taxes; and

(d) the Domain Name specified in the Registration Request must be available for registration and qualify for registration in accordance with Section 3 of these Rules.

2.8 **Confirmation and Agreement by Applicant**. An Applicant who wishes to register a Domain Name must confirm the Registration Request, and agree to CIRA's Registrant Agreement and Registry PRP, either through its Registrar or with CIRA directly, as follows:

(a) <u>Presentation by Registrar</u>. The following applies to those Registrars choosing to present the *Registrant Agreement* themselves.

(1) Registrars must present the then-current *Registrant Agreement*, (www.cira.ca/assets/Documents/Legal/Registrants/registrantagreement.pdf) to the Applicant on their website at the time of the Registration Request, as set forth herein. Registrars must ensure that:

(i)   they present CIRA's most current version of the *Registrant Agreement* and confirmation process language to every Applicant;

(ii) every Applicant expressly accepts the *Registrant Agreement* as required by these Rules, and in a legally binding manner, before they can submit a Registration Request; and

(iii) they fully comply with all the technical requirements specified by CIRA regarding the confirmation process, the presentation of the *Registrant Agreement*, and the Applicant's acceptance of the *Registrant Agreement*.

(2)   Applicants must confirm the Registration Request and agree to the then-current *Registrant Agreement* and Registry PRP at the time of the Registration Request before the Registrar charges the Applicant for the Domain Name. The Applicant must be presented with, and must agree to the then-current *Registrant Agreement*.

(3)   If for any reason whatsoever, the Applicant fails to expressly (i) be presented with the then-current *Registrant Agreement*; or (ii) agree to the then-current *Registrant Agreement* and Registry PRP, the Applicant will be unable to register the Domain Name, and the requested Domain Name will be made available to others for registration. The presentation of the then-current *Registrant Agreement* and its acceptance by the Applicant in accordance with these Rules is a pre-condition to the granting of a Domain Name Registration. CIRA, at its sole discretion and at its sole option, shall have the right to delete a Domain Name Registration at any time if it is determined that the Applicant was not expressly presented with, or did not agree to, the then-current *Registrant Agreement* in accordance with these Rules.

(b)   <u>Presentation by CIRA</u>. Registrars who do not implement Section 2.8(a) above must instead direct the Applicant to the CIRA website and provide the client ID that is used to identify the contact that is agreeing to the *Registrant Agreement*. The Applicant must, within the time frame specified by CIRA, complete the confirmation process and expressly agree to the *Registrant Agreement* and Registry PRP on the CIRA website. If for any reason, the Applicant fails to complete the confirmation procedure and expressly agree to the *Registrant Agreement* and Registry PRP within the time period specified by CIRA, then the Registration Request will be rejected and cancelled with no further notice to the Registrar or the Registrant by CIRA. The requested Domain Name will no longer be reserved by CIRA and will be made available to others for registration.

2.9   Approval / Rejection of Registration Requests.

(a)   If the Registration Request is complete, has been validated and approved by CIRA, and the Applicant has completed the confirmation process and expressly been presented with, and agreed to the Registrant Agreement and the Registry PRP in accordance with these Rules, the Domain Name will be registered and the Registrar's balance in the CIRA Deposit Account will be debited the applicable Registration Fee plus any applicable taxes.

(b)   Otherwise, the Registration Request will be rejected and cancelled by CIRA, and CIRA will notify the Registrar. In such case, the Domain Name will not be registered and may be the subject of a Registration Request by another Applicant. The Registrar must in turn notify the Applicant that the Registration Request was rejected and cancelled. If the Applicant wishes to re-apply to register the selected Domain Name with CIRA, the Applicant, through its Registrar, will then be required to submit a new Registration Request.

2.10   Future Registration Requests. Acceptance of the Registrant Agreement and Registry PRP by an Applicant will apply to the current Registration Request as well as to all other future Registration Requests which such Applicant may make thereafter with the same Registrar. Registrants will be bound by the then-current version of the Registrant Agreement and Registry PRP when making future Registration Requests through the same Registrar.

3.   ADMISSIBLE DOMAIN NAMES

All Registration Requests will be subject to the following rules regarding Admissible Domain Names:

3.1   Acceptable Characters. No characters other than a combination of the following characters may be included in a Domain Name Registration:

(a)   Letters a through z, and the following accented characters: é, ë, ê, è, â, à, æ, ô, œ, ù, û, ü, ç, î, ï, and ÿ. Note that Domain Names are not case sensitive. This means there will be no distinction made between upper case letters and lower case letters (A = a);

(b)   The numbers 0, 1, 2, 3, 4, 5, 6, 7, 8 and/or 9; and

(c)   The hyphen character (although it cannot be used to start or end a Domain Name).

3.2   Administrative Bundles. Domain names with accented characters which share the same base are considered variants of each other and form an administrative bundle. All variants of an administrative bundle are reserved for the same

Registrant. Once a domain name or a variant of the domain name is registered by a Registrant, the entire administrative bundle is reserved for that particular Registrant. Domain names in an administrative bundle must be registered by the same Registrar of Record under the same Registrant contact ID.

3.3   **Length.** Domain names must be not less than two (2) and not greater than sixty-three (63) characters long. Domain names with accented characters are represented in the Registry with the four character special marker "xn--" at the beginning of the domain name. The limit to the length of domain names includes the four character special marker "xn--" associated with the beginning of domain names with accented characters.

3.4   **Reserved/Restricted Names.** CIRA will maintain a list of reserved names and a list of restricted names that are not available for registration in the CIRA Registry. These lists will include, but not be limited to:

(a)   the Canadian top level country code .ca and certain generic top level domain three letter names (including but not limited to .com.ca, .org.ca, .net.ca, .edu.ca, .gov.ca, .int.ca, and .mil.ca);

(b)   the following names: village.ca, hamlet.ca, town.ca, city.ca and ville.ca;

(c)   the names, and all abbreviations of names, of Canada and Canadian provinces and territories. CIRA will use the abbreviations officially adopted by the provinces and territories. Applicants for a fourth level domain name registration wishing to use the abbreviation for Newfoundland and Labrador as part of the domain name must use .nl instead of .nf;

(d)   municipal names listed in the following classes in the applicable version of the Canadian Geographical Names Data Base (CGNDB): city, ville, town, village, hamlet, hameau, other municipal/district area – major agglomeration, autre zone municipale /de district – agglomerations majeure, other municipal/district area- miscellaneous and autre zone municipale/de district – divers. The Applicant for registration of a municipal name must be the corresponding government entity and the name in the registrant field for the registration of a municipal Domain Name must be the full legal name of the Applicant for registration. The Domain Name must comply with the other provisions of this Section 3, and municipal names consisting of more than one word may only be registered as one word. If there is more than one municipality eligible to apply for the registration of the same Domain Name, the Applicant must get the consent of all the other eligible municipalities. In cases where a municipal name is the same as the name of a Canadian province or territory, the Applicant may only register the municipal name as a fourth level Domain Name. Municipal Domain Names cannot be transferred to any other party without CIRA's prior, written consent; and

(e)   such other Domain Names as CIRA may determine in its sole discretion.

CIRA reserves the right to periodically review and amend these lists and to grant Registrations of any of the names on these lists as it deems appropriate. Geographical names may be made available to corresponding government entities under special conditions to be determined by CIRA in its discretion.

3.5   Conflicting Names. A Domain Name will not be registered if, at the time the Registration Request is made to CIRA, the Domain Name is an exact match in all respects to a Domain Name which is registered in the name of another Registrant in the CIRA Registry at any level, whether second, third or fourth. For example, if xyz.on.ca (third level) is already registered, another Registrant cannot obtain a Registration for xyz.ca (second level). With the exception of fourth level municipal domain names, CIRA does not allow the registration of new third or fourth level domain names, but will continue to support existing third and fourth level domain names which were registered prior to October 12, 2010.

3.6   Rejection, Refusal to Register, Suspension and Deletion by CIRA. CIRA, in its sole discretion, has the right to (i) reject and refuse any Registration Request for any reason whatsoever, to (ii) delete or suspend a Domain Name Registration within 30 days of the Registration Date and/or to (iii) delete or suspend a Domain Name Registration pursuant to the provisions of the *Registrant Agreement*, located   at   www.cira.ca/assets/Documents/Legal/Registrants/ registrantagreement.pdf.

3.7   Deletion of New Domain Name Registration by Registrar. A Domain Name Registration may be deleted upon the request of the Registrant's Registrar for any reason, with or without the Registrant's consent, within 5 days of the Registration Date (the **"Add Grace Period"**). A Registrar can only delete up to 5% of the total number of daily new Domain Name Registrations made by the Registrar in the last 30 days. Notwithstanding the foregoing, CIRA, in its sole and absolute discretion, shall determine whether the Request to delete the Domain Name Registration by the Registrar shall be completed.

4.   PROCESSING OF TRANSACTION REQUESTS

4.1   Validation and Approval of Transaction Requests. Transaction Requests must be validated and approved by CIRA in its sole discretion before being processed. Without limiting the generality of the foregoing:

(a)   The Transaction Request must expressly originate from the Registrant and be made by the Registrar of Record on behalf of the Registrant, for the Domain Name Registration;

(b)   The Transaction Request must be complete and in the format specified by CIRA from time to time;

(c) The Registrar must have sufficient funds in its CIRA Deposit Account to cover any Fees charged by CIRA for the Transaction Request plus any applicable taxes; and

(d) The Domain Name Registration specified in the Transaction Request must not be suspended.

(e) For the avoidance of doubt, under no circumstances may a Registrar of Record transfer a Domain Name Registration, or change the Registrant associated with a Domain Name Registration due to non-payment by a Registrant of any amounts owed to a Registrar or other third party, or any other breach or non-compliance by a Registrant of its agreements with a Registrar of Record or other party.

4.2   Results of Transaction Requests.

(a) If the Transaction Request is complete, and has been validated and approved by CIRA in accordance with the above procedures, CIRA will implement the Transaction Request, will notify the Registrant and Registrar of Record, and the Registrar of Record's balance in their CIRA Deposit Account will be debited the applicable Fee plus any applicable taxes.

(b) If the Transaction Request is not complete, validated or approved by CIRA, then the Transaction Request will be rejected and cancelled by CIRA. CIRA will notify the Registrar of Record. The Registrar of Record must in turn notify the Registrant that the Transaction Request has been rejected and cancelled. If the Registrant wishes to proceed with the requested transaction, it will be required to submit a new Transaction Request through its Registrar of Record in accordance with these Rules.

4.3   Unauthorized Changes and Transaction Requests. If the Registrant becomes aware that (i) Transaction Requests have occurred, and/or (ii) changes have been made to the Registrant's Registration Information and/or to its Domain Name Registration(s), any of which the Registrant has not requested or authorized, the Registrant shall immediately notify its Registrar and CIRA.

5.   CONFIRMATION   AND   MODIFICATION   OF   REGISTRATION INFORMATION

5.1   Registrant's Responsibility. It is the Registrant's obligation and responsibility to ensure that all Registration Information is at all times up-to-date, complete and accurate. Any update of Registration Information must be done through the Registrant's Registrar of Record.

5.2   Modification of Registration Information.   To modify the Registration Information (excluding however a change to the Registrant name), the Registrant

must contact its Registrar of Record and notify the Registrar of the desired modifications to be made to the Registration Information. The requested modification of Registration Information will be validated and approved by CIRA. In cases of a change to the Registrant or Administrative Contact email address, CIRA will notify the Registrant and the Registrar of the modification. If a Registrant's name has been legally changed, their Registrar must notify CIRA in writing and submit such documentary evidence of such legal name change as CIRA may require.

5.3 **Membership Changes Excluded.** Registrants cannot request their Registrar to submit changes related to Membership, including but not limited to CIRA Membership status, and/or information.

6. **CHANGE OF REGISTRAR**

6.1 **Change of Registrar**. A Registrant may change its Registrar of Record with respect to a specific Domain Name Registration in accordance with these Rules and the Registry PRP. The Registrant must first acquire the applicable authorization code from its current Registrar of Record. The Registrar of Record must provide the authorization code within five calendar days of the Registrant's request, and must remove any Registrar locks on the domain name. Registrars may put reasonable time expiry limits on authorization codes. Once Registrants have their authorization code, they must request their new Registrar to initiate a request to change the Registrar of Record for a specific Domain Name Registration with CIRA. If the Domain Name Registration is part of an administrative bundle with other registered domain names, the Registrant must obtain the authorization code for each domain name in the administrative bundle, and initiate a separate request for each domain name. Once validated and approved by CIRA, CIRA will amend the Registration Information to identify the new Registrar as the Registrar of Record for the specified Domain Name Registration. CIRA will also extend the Registration Period by one year, up to a maximum of 10 years, and the new Registrar of Record's balance in their CIRA Deposit Account will be debited the applicable Fee plus any applicable taxes for such additional year. If the Registrar transfer request involves a single Domain Name Registration, the change of Registrar will occur immediately with no pending period. CIRA will notify the Registrant and the previous Registrar of the Change of Registrar. If the Registrar transfer request involves multiple domain names in an administrative bundle, the Change of Registrar won't occur until a request has been initiated for each of the domain names in the administrative bundle. Once a Change of Registrar request for a domain name in an administrative bundle has been initiated, the other domain names in the administrative bundle will have the "pendingTransfer" status, and the Registrant will have five calendar days to initiate transfer requests for all the domain names in the administrative bundle. If the Registrant fails to do so within five calendar days, the entire transfer request will be cancelled. Once a successful Registrar transfer request has been initiated for all the domain names in the administrative bundle, each of the domain names will have their Registration Information

amended, and will have their Registration Period extended by one year, as set out above.

6.2 **Limitations.** Notwithstanding Section 6.1, except as provided in Section 7.5, no changes to a Registrar for a Domain Name Registration may occur within 60 days following: (a) the Registration Date; (b) a change of Registrant; or (c) a change of Registrar, for that Domain Name Registration.

6.3 **Replacement of Registrar.** In the event that the Registrar of Record is no longer a Registrar for any reason, has had its certification as a Registrar suspended, revoked or terminated, and/or the Registrar Agreement between CIRA and the Registrar of Record is terminated or expires, the Registrant shall be responsible for changing such Registrar of Record to a new Registrar. Such change must occur within 30 days of notice being given to the Registrant, or such other period of time specified by CIRA.

6.4 **No Registrar of Record.** In the event that the Registrant does not replace its Registrar and/or does not have a Registrar of Record for any reason, the Registry will indicate that the Registrant's Domain Name Registration(s) is associated with CIRA. For greater certainty, CIRA will not serve as the Registrar of Record and the Registrant will not be able to effect any Transaction Requests with CIRA other than transferring its Domain Name Registrations(s) to a CIRA Certified Registrar. This Registry status will continue until the earlier of: (i) the Registrant transfers its Domain Name Registration(s) to a CIRA Certified Registrar which will become the Registrar of Record, or (ii) the Domain Name Registration(s) expires or is deleted.

7. **RENEWAL AND DELETION OF DOMAIN NAME REGISTRATIONS**

7.1 **Registration Renewal**. In order to maintain a Domain Name Registration, the Registration Period must be renewed prior to its expiry. A renewal of a Registration Period in the CIRA Registry may be made, at any time, for a period of 1 to 10 years, provided that in no event shall the total Registration Period for the Domain Name Registration exceed 10 years. Any renewal for a longer period shall be automatically reduced to 10 years, regardless of the period actually requested and/or paid for. If a Domain Name Registration is part of an administrative bundle, a separate renewal request must be made for each of the domain names in the administrative bundle.

7.2 **Renewal Request**. To renew the Registration Period of a Registration prior to its expiry, a Registrant must request its Registrar of Record to submit a renewal request to CIRA. Once validated and approved by CIRA, CIRA will debit the Registrar's balance in their CIRA Deposit Account for the applicable Fee plus any applicable taxes.   CIRA will then notify the Registrant and the Registrar of Record by email that the Registration Period has been renewed for the period requested in the renewal request. If a Registrant selects a renewal period of more than 1 year or is charged by its Registrar on the basis of a renewal period of more

than 1 year, the Registrar must request a renewal period which is the same as the renewal period so selected by the Registrant or charged for by the Registrar to the Registrant, and pay to CIRA the applicable renewal fee for the full maximum renewal period selected or paid for by the Registrant.

7.3   **Auto-Renewal.**   Subject to Sections 7.4 through 7.7, upon the expiry of its Registration Period, each Domain Name Registration is automatically renewed by CIRA for one year (regardless of the original Registration Period), and CIRA will debit the Registrar's balance in their CIRA Deposit Account for the applicable Fee plus any applicable taxes for such additional year.

7.4   **Deletion of Renewed Domain Name Registrations**. Following the automatic renewal of a Domain Name Registration pursuant to Section 7.3, there is a 45 day period in which the Registrar of Record can request that CIRA delete the Domain Name Registration, notwithstanding the auto-renewal (the "**Auto Renew Grace Period**"). Such request must be done in good faith. It must also be done at the request of the Registrant, with the exception of only clear instances of non-payment by the Registrant of the Domain Name Registration renewal fee. In such case, the Registrar of Record shall be entitled to only delete or suspend the Domain Name Registration during the Auto Renew Grace Period. Any such suspension shall only be in place during the Auto Renew Grace Period, and shall be lifted at the end of this period. Under no circumstances may the Registrar of Record transfer the Domain Name Registration to its own account or to any other third party, change the Registrant associated with the Domain Name Registration, or change the DNS information associated with the Domain Name Registration. If the request to delete the Domain Name Registration is validated and approved by CIRA, CIRA will then delete the Domain Name Registration and credit the Registrar of Record's CIRA Deposit Account with the amount previously debited for the auto-renewal. CIRA will notify the Registrar of Record and the Registrant of the deletion of the Domain Name Registration. The Registrar of Record must delete a Domain Name Registration during the Auto Renew Grace Period if requested by the Registrant.

7.5   **Insufficient Registrar Funds / No Registrar of Record**. Notwithstanding any other provision of these Rules, if (i) a Registrar's CIRA Deposit Account has insufficient funds to pay the applicable fees and taxes of the auto-renewal of a Domain Name Registration at the time it expires, or (ii) if the Registrant does not have a Registrar of Record, the Domain Name will not be renewed. Instead, it will automatically be deleted, and a notice of such deletion will be sent to the Registrant and if applicable, the Registrar of Record.

7.6   **Redemption of Deleted Domain Name Registration**. Once a Domain Name Registration has been deleted either pursuant to Sections 7.4 or 7.5, there is then a 30 day period where the Registrant can redeem the Domain Name Registration (the "**Redemption Grace Period**") so that the Domain Name is re-registered. In order to redeem a Domain Name which has been deleted, a Registrant must request its Registrar of Record to submit a request to CIRA to redeem the deleted

Domain Name. If the Registrant wishes to have another Registrar submit the request to CIRA to redeem the deleted Domain Name, the Registrant must first change its Registrar as set out in Section 6 above. Once the redemption request is validated and approved by CIRA, CIRA will redeem the Domain Name and debit the Registrar's balance in their CIRA Deposit Account for the applicable Fee plus any applicable taxes. The Domain Name will be re-registered as of its original expiry date. CIRA will notify the Registrant and the Registrar that the deleted Domain Name has been redeemed.

7.7   **Availability of Deleted Domain Names.** If a Domain Name Registration is not redeemed during the 30 day Redemption Grace Period, it will be added to the "To Be Released" List, where it will be made available to others for registration, as per the Registry PRP. However, if the Domain Name Registration is part of an administrative bundle, this will not occur provided there is any other domain name within the administrative bundle that is still registered. Once all the domain names in the administrative bundle have been deleted and pass through the Redemption Grace Period, the base domain name representing the entire administrative bundle will be placed on the "To Be Released" List.

7.8   **Change of Registrar during the Auto-Renew Grace Period.** Notwithstanding any other provision of these rules, if a Registrant changes its Registrar of Record during the Auto-Renew Grace Period, CIRA will remove the year added to the Domain Name Registration pursuant to the auto-renewal, and will refund the Transferor Registrar the renewal fee plus any applicable taxes. The Transferor Registrar is required to provide a refund to the Registrant if the Registrant had already paid for the auto-renewal of the Domain Name Registration.

8.   **CHANGE OF REGISTRANT ASSOCIATED WITH A DOMAIN NAME REGISTRATION**

8.1   **a) Change.** Although a Domain Name Registration is not the property of the Registrant, CIRA will recognize a change to the Registrant associated with a Domain Name Registration. Subject to the limitations in Section 8.1b) a Registrant may, at any time through its Registrar of Record, change the Registrant associated with a Domain Name Registration so that the Domain Name Registration is in the name of another Person.

b) Limitations. Notwithstanding Section 8.1a), no changes to a Registrant for a Domain Name Registration may occur within 60 days following: (a) the Registration Date; (b) a change of Registrant; or (c) a change of Registrar, for that Domain Name Registration.

8.2   **Requirements**. The prospective Registrant of the Domain Name Registration must be an existing CIRA Registrant and meet all the requirements of the Registry PRP, including without limitation CIRA's Canadian Presence Requirements for Registrants, located at www.cira.ca/assets/Documents/Legal/

Registrants/CPR.pdf, and expressly agree to the Registrant Agreement, as provided herein.

8.3   **Process.**   To change the Registrant associated with a Domain Name Registration, the current Registrant must request its Registrar of Record to submit a domain update request to CIRA. The update request will be validated and processed by CIRA. Once validated and approved by CIRA, CIRA will update the Domain Name so that the prospective Registrant is listed as the new Registrant. CIRA will notify the change of the Registrant associated with the Domain Name Registration with the Registrar, the previous Registrant, as well as the new Registrant. If the Registrar of Record will change as a result of the domain update, then the Registrants will also need to comply with Section 6 (Change of Registrar). If the Domain Name Registration is part of an administrative bundle with other registered domain names, the Registrant must initiate a separate update request for each of the domain names in the administrative bundle. Once an update request for a Domain Name Registration has been initiated, the other domain names in the administrative bundle will have the "pendingUpdate" status, and the Registrant will have five calendar days to initiate update requests for all the domain names in the administrative bundle. If the Registrant fails to do so within five calendar days, the entire update request will be cancelled. Once a successful Registrant update request has been initiated for all the domain names in the administrative bundle, each of the domain names will have their Registration Information amended, as set out above.

8.4   **Registration Period.**   When a Registrant associated with a Domain Name Registration is changed in accordance with this Section 8, the remaining Registration Period is also transferred with the Domain Name Registration to the prospective Registrant. If a change of Registrant results in a change to the Registrar of Record, there will be no refund by CIRA to the previous Registrar of Record, or payment to the new Registrar of Record, for such fees.

9.   **SUSPENSION OF REGISTRATION**

9.1   **Suspension by CIRA.**   Should a Domain Name Registration be suspended by CIRA for any reason, CIRA will notify the Registrant and its Registrar of Record of the suspension, and the reason for the suspension, by email. The effect of the suspension of a Domain Name Registration is described in the Registrant Agreement, located at www.cira.ca/assets/Documents/Legal/Registrants/registrantagreement.pdf.

9.2   **Reactivation of Registration Suspended by CIRA.**   A suspended Domain Name Registration may, in certain specified circumstances, be reactivated in accordance with the Registrant Agreement and Registry PRP.

10.   DELETION OF REGISTRATION

10.1   Should a Domain Name Registration be deleted by CIRA for any reason, CIRA will notify the Registrant and its Registrar of Record of the deletion by email. The effect of the deletion of a Domain Name Registration is described in the Registrant Agreement, located at www.cira.ca/assets/Documents/Legal/ Registrants/registrantagreement.pdf.

11.   DELETION OR SUSPENSION OF REGISTRATION BY CIRA

11.1   Deletion or Suspension by CIRA. CIRA may at its sole discretion delete and/or suspend any Domain Name Registration that it deems necessary to: (1) protect the integrity and stability of the Registry; (2) comply with any Applicable Laws, government rules or requirements, requests of law enforcement agencies, Registry PRP or any dispute resolution process; (3) avoid any liability, civil or criminal, on the part of CIRA, as well as its officers, directors, and employees; or (4) correct mistakes made by CIRA or any Registrar in connection with a Domain Name Registration.

11.2   Activities. CIRA may also delete and/or suspend any Domain Name Registration which directly or indirectly, intentionally or unintentionally, is or may become involved in any of the following activities:

(a) Illegal or fraudulent actions;

(b) Spam: The use of electronic messaging systems to send unsolicited bulk messages. The term applies to e-mail spam and similar abuses such as instant messaging spam, mobile messaging spam, and the spamming of Web sites and Internet forums. An example, for purposes of illustration, would be the use of email in denial-of-service attacks;

(c) Phishing: The use of counterfeit Web pages that are designed to trick recipients into divulging sensitive data such as usernames, passwords, or financial data;

(d) Pharming: The redirecting of unknowing users to fraudulent sites or services, typically through DNS hijacking or poisoning;

(e) Distribution of malware: The dissemination of software designed to infiltrate or damage a computer system without the owner's informed consent. Examples include, without limitation, computer viruses, worms, keyloggers, and trojan horses;

(f) Fast flux hosting: Use of fast- flux techniques to disguise the location of Web sites or other Internet services, or to avoid detection and mitigation efforts, or to host illegal activities. Fast-flux techniques use DNS to frequently change the location on the Internet to which the domain name of an Internet host or

name server resolves. Fast flux hosting may be used only with prior permission of CIRA;

(g) Botnet command and control: Services run on a domain name that are used to control a collection of compromised computers or "zombies," or to direct denial of service attacks (DDoS attacks);

(h) Distribution of child pornography; or

(i) Illegal Access to Other Computers or Networks: Illegally accessing computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (e.g., port scan, stealth scan, or other information gathering activity).