TERMS & CONDITIONS FOR .SS DOMAINS

The following are the terms and conditions that will govern the acquisition and use of .SS domains. By completing and submitting a new or renewal application to NCA for consideration and acceptance by NCA, the applicant agrees that he/she has read and agrees to be bound by these terms and conditions 1 through 5 below.

1. DEFINITIONS

"**Accredited Registrar**" means an entity specifically approved by the Registry Operator (NCA), who shall act on the Registrant behalf to deal with the .ss Registry Operator.

"**ADRP**" means NCA's Alternative Domain Name Dispute Resolution Policy.

"**Billing Policy**" means a policy enacted by NCA guiding on the pricing of domains in South Sudan

"**Applicant**" means the person(s) seeking the registration of a .SS Domain Name.

"**ccTLD**" means country code domain at the top level of the Internet's domain name system assigned according to the two-letter codes in the International Standard ISO 3166-1 (Codes for Representation of Names of Countries and their Subdivision);

"**General Availability**" means the phase there Domain Names are available on "first- come, first- served" basis to the general public.

"**Whois**" means the protocol used to provide public information service in relation to the Registry Data.

"**.SS**" means South Sudan's country code Top Level Domain (ccTLD), which is delegated according to the two-letter codes in the international Standard ISO 3166-1, which is an identification label that is assigned for a particular

country, and which is capable of defining a realm of administrative authority.

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"**NCA**" Is abbreviation for National Communication Authority (South Sudan), and the .SS Domain Name Manager.

"**Domain Name**" means a string of character registered as a prefix to the .ss ccTLD Domain Name in order for a server to be reachable on the Internet and which can be used for a variety of purposes including but not limited to Web services or E-Mail;

"**Domain Name System**" or "DNS" means a system to translate Domain Names into Internet protocol (IP) or other information;

"**Registrant or holder**" means an individual or legal entity or a general or limited partnership, for which a Domain Name is registered;

"**Registrar**" means an entity that is authorized by NCA in terms of the agreement or that is accredited by a Registry to register Domain Names and update Registry Data on behalf of Registrants.

"**Registrar Agreement**" means an agreement to be concluded between a Registry and a Registrar.

"**Registry**" means the administrator of the .SS ccTLD and it's associated Second Level Domains;

"**Administrative Contact**" means the person or organization responsible for the domain name and to whom all enquiries relating to the Domain Owner and or a specific Domain Name may be sent;

"**Billing Contact**" means the person or organization responsible for paying the fees due to the Registry/NCA;

"**Reserved Names**" these are names that are not and may not be registered as domain names. This is to preserve or prevent the use of known and widely used names that are of public nature and nobody owns or can lay claim to their intellectual property rights.
Reserved names will include but not exclusive to all the names of South Sudan states, counties, cities and the country name itself is not allowed to be registered as a domain name by individuals.

2. ACCURACY OF INFORMATION

2.1 By submitting an application, the Applicant represents that any information provided in its application is accurate. Any information or any modification to registration information found to be false may lead to the cancellation of the registration.

2.2 The Applicant warrants that any future changes to this information required to maintain its accuracy will be provided to the Registry in an expeditious manner according to the domain name modification procedures in place at that time.

2.3 The registry has no obligation to verify the accuracy of any information supplied by the Applicant and may rely on the Applicant's representations in this respect.

2.4 The Registry remedies against the Applicant for any breach of this clause shall continue to be available notwithstanding any modification, surrender, cancellation or transfer of the registration of the Domain name.

3. RIGHT OF REFUSAL AND CANCELLATION

3.1 The Registry, in its absolute discretion, reserves the right to refuse to approve the Registration Agreement for any Applicant. The Applicant agrees that the submission of an application does not obligate the Registry to accept the Registration Agreement. The Applicant agrees that the Registry shall not be liable for loss or damages that may result from the Registry refusal to accept the Registration Agreement. If the application is not accepted, the Registry will notify the Applicant or the Registrar and return any payments received.

3.2 In the event of a breach by the Applicant of any provision of the Registration Policy, The Registry, in its discretion, shall have the right to cancel the registration, without any refund entitlements for the Applicant and without prejudice to any other remedies to which the Registry may be entitled.

4. RULES FOR THE .SS DOMAIN

4.1 NCA will process the application and will accept or reject it in accordance with these terms and conditions including the criteria laid down in the Domain Registration Policy in force at the time of the application for registration, transfer or renewal.

4.2 Sale, registration and deletion of all domains is at the full discretion of the regsitry and acquisition of any second level domain by any party must not be deemed to be an absolute right. In this regard NCA retains the right and authority to revoke registration and ownership of any second level domain if it deems there is a breach of goodwill, policies, rules or laws governing domain use.

4.3 By registering a domain, the registrant represents and warrants that the registrant has authority to register the domain.

4.4 Acquired domain and its subsequent sub-domains must never be used for unauthorized, prohibited or illegal activities as defined by the Registry's policies and the South Sudan law.

5. JURISDICTION APPLICABLE LAW

Registration and continued use of .SS Domain Names is subject to South Sudan law.
And the registration agreement shall be deemed to have been made in South Sudan.