

**GENERAL REGISTRATION RULES**  
**Version 3.13**

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**1. APPLICATION OF RULES AND PROCEDURES**

**1.1 Registrations and Other Transactions.** Capitalized terms used herein but not defined, shall have the meaning as set out in CIRA's Registrant Agreement ([www.cira.ca/en/document/registrantagreement.pdf](http://www.cira.ca/en/document/registrantagreement.pdf)) or Registrar Agreement ([www.cira.ca/en/document/registraragreement.pdf](http://www.cira.ca/en/document/registraragreement.pdf)). The following rules apply to the registration, renewal, transfer, modification, suspension and cancellation of Domain Names and to other transactions with respect to Domain Name Registrations.

**2. REGISTRATION OF DOMAIN NAMES**

The process for a person wishing to register a Domain Name Registration and a person wishing to apply to become a Registrant without a Domain Name (as defined in Section 2.13), (an "**Applicant**") is as follows:

**2.1 Canadian Presence Requirements.** Applicants must meet the requirements of CIRA's Canadian Presence Requirements for Registrants (located at [www.cira.ca/en/document/CPR.pdf](http://www.cira.ca/en/document/CPR.pdf)).

**2.2 Selection of a Registrar.** The Applicant must select a 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 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 advise 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) and pay to CIRA the applicable Registration Fee for the full Registration Period selected or paid for by the Applicant at the time the Domain Name Registration was registered as specified in these Rules.

- 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 or use of the Domain Name to which the Registration Request relates does not violate any third party intellectual property rights or other rights, does not defame any person and does not contravene any applicable laws including Canadian federal, provincial and territorial human rights legislation and the *Criminal Code* (Canada), R.S.C. 1985, c.C-46, as amended from time to time.
- 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 information provided by the Applicant to the Registrar. The Applicant will have to provide all relevant information to the Registrar, and the Registrar will have to provide all relevant information to CIRA in order to complete the Registration Request to CIRA.
- 2.7 Validation and Approval of Registration Requests.** Registration Requests and all other 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 the account that has been designated for use by CIRA to receive prepayments of fees from Registrars (the "**CIRA Deposit Account**") to cover any fees associated with the processing of 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 will be required to confirm the Registration Request, and agree to CIRA's Registrant Agreement and Registry PRP, either with CIRA directly or through its Registrar, as follows:
- (a) For Applicants whose Registrars elect to present the Registrant Agreement ([www.cira.ca/en/document/registrantagreement.pdf](http://www.cira.ca/en/document/registrantagreement.pdf)) on their website at the time of the Registration Request, those Applicants will be required to confirm the Registration Request and agree to the Registrant Agreement and Registry PRP ([www.cira.ca/en/PRP.html](http://www.cira.ca/en/PRP.html)) on their Registrar's website at the time of the Registration Request. If for any reason, the Applicant fails to agree to the Registrant Agreement and Registry PRP on the Registrar's website, the Applicant will be unable to register the Domain

Name. The requested Domain Name will be made available to others for registration.

- (b) For Applicants whose Registrars do not present the Registrant Agreement to the Registrant on the Registrar's website at the time of the Registration Request, the Applicant is required to complete the confirmation process and agree to the Registrant Agreement and Registry PRP on the CIRA website. If for any reason, the Applicant fails to complete the confirmation procedure 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 agreed to the Registrant Agreement and the Registry PRP, 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) If the Registration Request is not complete or not validated or not approved by CIRA, or if the Applicant does not complete the confirmation process or agree to the Registrant Agreement and the Registry PRP, the Registration Request will be rejected and cancelled by CIRA. CIRA will advise the Registrar who submitted the Registration Request that the Registration Request has been rejected and cancelled. The Domain Name will not be registered and may be the subject of a Registration Request by another Applicant. The Registrar must notify the Applicant that the Registration Request has been 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 it may make thereafter.

**2.11 Registrar Obligations.** Registrars who present the Registrant Agreement to their Applicants on their website at the time of the Registration Request will be required to ensure the following:

- (a) They present CIRA's most current version of the Registrant Agreement and confirmation process language to every Applicant.

- (b) Ensure that every Applicant accepts the Registrant Agreement, in the manner prescribed by CIRA, before they can submit a Registration Request.
- (c) 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.

**2.12 No Confirmation.** For: (i) a Registrant who is a Registrant Without a Domain Name (see Section 2.13) and (ii) a Registrant who already has a Registration in the CIRA Registry, their acceptance of the Registrant Agreement and Registry PRP will apply to all future Registration Requests. Those Registrants will be bound by the then-current version of the Registrant Agreement and Registry PRP.

**2.13 Registration as a Registrant Without a Domain Name.** Any qualified person may apply through its Registrar to become a Registrant Without a Domain Name. By becoming a Registrant Without a Domain Name, a Registrant does not register a Domain Name at that time, but will be able to submit, through its Registrar, Registration Requests in the future.

### **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 (no accents of any kind will be accepted). 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 Length.** Domain names must be not less than two (2) and not greater than fifty (50) characters long.

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

- (a) the Canadian top level country code .ca (.ca ccTLD) and all existing generic top level domain (gTLD) three letter names (including .com.ca, .org.ca, .net.ca, .edu.ca, .gov.ca, .int.ca, and .mil.ca). CIRA will reserve

.mil.ca for, and register .mil.ca in the name of, the Canadian federal government's Department of National Defence;

- (b) the following names: village.ca, hamlet.ca, town.ca, city.ca and ville.ca;
- (c) such Domain Names that are at the relevant time available for registration as CIRA may determine in its sole discretion; and
- (d) the names, and all abbreviations of names, of Canada, of Canadian provinces and territories as well as the names listed in the following classes in the applicable version of the Canadian Geographical Names Service (CGNS) obtained by CIRA under licence from Natural Resources Canada: 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 applicable version of the CGNS will be the one used by CIRA on the date on which a CIRA Registrar submits a request to CIRA to register a municipal name on behalf of an applicant. The terms of the licence do not permit CIRA to disclose the data to others. Interested persons may obtain a licence of the CGNS by contacting Natural Resources Canada or by visiting <http://www.nrcan.gc.ca>.

CIRA reserves the right to periodically review and amend this list and to grant Registrations of any of the names on the list 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.

- 3.4 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 person in the CIRA Registry at any level, whether second, third or fourth, unless the request has been approved by CIRA and the other Registrant of the Conflicting Domain Name through the respective Registrar in accordance with the Registration of Conflicting Domain Names Policy, Rules, and Procedures (located on CIRA's website at: [www.cira.ca/en/document/RCDN.pdf](http://www.cira.ca/en/document/RCDN.pdf)).

For example, if xyz.on.ca (third level) is registered, another person cannot obtain a Registration for xyz.on.ca, xyz.ca (second level) or xyz.ottawa.on.ca (fourth level) without having obtained the approval from CIRA and the other Registrant of xyz.on.ca in accordance with the Registration of Conflicting Domain Names Policy, Rules, and Procedures.

- 3.5 Rejection, Refusal to Register, Suspension and Cancellation by CIRA.** CIRA, in its sole discretion, has the right to (i) reject and refuse any Registration Request for any reason whatsoever, to (ii) cancel or suspend a Domain Name Registration

within 30 days of the date of Activation of the registration in the CIRA Registry, and/or to (iii) cancel or suspend a Domain Name Registration pursuant to the various provisions in the Registrant Agreement, located at [www.cira.ca/en/document/registrantagreement.pdf](http://www.cira.ca/en/document/registrantagreement.pdf).

- 3.6 Cancellation by Registrar.** A Domain Name Registration may be cancelled, upon the request of the Registrant's Registrar for any reason whatsoever to CIRA, within 7 days of the date of Activation of the Registration in accordance with the Cancelling a New Registration Request Policy, Rules, and Procedures (located on CIRA's website at: [www.cira.ca/en/document/cancellingnewregistration.pdf](http://www.cira.ca/en/document/cancellingnewregistration.pdf)) and a renewal of a Registration may be cancelled by a Registrant's Registrar in accordance with the Cancellation of Renewal Request Policy, Rules, and Procedures (located on CIRA's website at: [www.cira.ca/en/document/cancellationrenewal.pdf](http://www.cira.ca/en/document/cancellationrenewal.pdf)).

#### **4. PROCESSING OF TRANSACTION REQUESTS**

- 4.1 Validation and Approval of Transaction Requests.** Requests to renew, transfer, modify, suspend, merge, or cancel a Domain Name Registration, and all other requests with respect to a Domain Name Registration (collectively, "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 be made by the Registrar of Record for the Domain Name Registration;
- (b) The Registrant specified in the Transaction Request must match the Registrant of Record in the CIRA Registry for the Registration specified in the Transaction Request;
- (c) The Transaction Request must be in the format specified by CIRA from time to time;
- (d) The Registrar must have sufficient funds in the CIRA Deposit Account to cover any fees associated with the processing of the Transaction Request plus any applicable taxes; and
- (e) The Domain Name Registration specified in the Transaction Request must not be: (i) suspended, (with the exception of suspension for non-renewal); and/or (ii) in the process of being transferred.

#### **4.2 Results of Transaction Requests.**

- (a) If the Transaction Request is complete, has been validated and approved by CIRA in accordance with the above procedures, CIRA will implement the Transaction Request and the Registrar of Record's balance in the

CIRA Deposit Account will be debited the applicable fee plus any applicable taxes.

- (b) If the Transaction Request is not complete or not validated or not approved by CIRA, the Transaction Request will be rejected and cancelled by CIRA. CIRA will advise the Registrar of Record who submitted the Transaction Request that the Transaction Request has been rejected and cancelled. The Registrar of Record must 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 in accordance with these Rules.

**4.3 Unauthorized Changes.** If the Registrant becomes aware that (i) changes have been made to the Registrant's Registration Information, (ii) a change of Registrar Request has been initiated on behalf of the Registrant, and/or (iii) a Transaction Request has been initiated on behalf of the Registrant, all of which the Registrant has not requested or authorized, regardless of whether CWA Authority has been granted to the Registrar who implemented the changes or not, the Registrant shall immediately notify its Registrar and CIRA.

## **5. USER ACCOUNT AND PASSWORD**

**5.1 User Account and Password.** For each Domain Name Registration, CIRA will issue a user account and password to the email address in the Registration Information, for the Administrative Contact. The user account and password should only be used by the Registrant or the Administrative Contact. The Registrant and the Administrative Contact should take all necessary steps to keep the user account and password confidential and to prevent any unauthorized use or misuse. The use of the user account and password by any person is deemed use by the Registrant, unless and until the Registrant notifies CIRA that the user account and/or password may have fallen in to the hands of an unauthorized user.

**5.2 Re-send of User Account and Password.** A Registrant who has forgotten, lost or no longer has access to its user account or password issued by CIRA may request CIRA (either directly or through its Registrar of Record) to re-send the Registrant's user account and/or password.

## **6. CONFIRMATION AND MODIFICATION OF REGISTRATION INFORMATION**

**6.1 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.

**6.2 Confirmation of Registration Information.** To ensure that the information contained in the CIRA Registry is accurate, CIRA may require at any time, in its absolute discretion, that a Registrant confirm the accuracy and completeness of any Registration Information in the CIRA Registry, as set out in the Registrant Agreement, located at [www.cira.ca/en/document/registrantagreement.pdf](http://www.cira.ca/en/document/registrantagreement.pdf).

**6.3 Modification of Registration Information.** Some of the Registration Information for a Domain Name Registration can be modified with respect to Critical Information or Non-critical Information.

For purposes of these Rules:

“Critical Information” means:

- (a) Registrant legal type information and description in the Registration Information;
- (b) The act of Granting CWA Authority to a Registrar, as described in Section 6.9 below;
- (c) Switching CWA Authority from one Registrar to another; and
- (d) Administrative Contact information in the Registration Information, except where the Applicant has granted one of its Registrars CWA Authority and has not revoked said authority.

“Non-critical Information” means all information in the Registration Information other than Critical Information.

**6.4 Modification of Registration Information.** To modify Critical and/or Non-Critical Information contained within the Registration Information for a Domain Name Registration, the Registrant must contact its Registrar of Record and advise the Registrar, in accordance with the Registrar's procedures, of the modifications to be made to the Registration Information and request the Registrar to submit these changes in a request to CIRA.

**6.5 Modification of Critical Information.** With respect to Critical Information, the Registrant will be required to confirm the requested changes with CIRA within the time frame specified by CIRA. If the Registrant confirms the requested changes within the time frame specified by CIRA, CIRA will amend the Registration Information accordingly. If the Registrant does not confirm the requested changes as required by CIRA and/or within the specified time frame, then the request will be cancelled and will not be processed further.

- 6.6 Outstanding Modifications to Critical Information.** Unless and until a request to modify Critical Information is completed or confirmed by the Registrant, any additional requests to modify Critical Information for that Domain Name Registration, by any Registrar, will be rejected until the initial request for changes have been completed or confirmed. Further, the following processes will also be rejected for that Domain Name Registration:
- (a) Registrant to Registrant transfer requests;
  - (b) Registrar to Registrar transfer requests;
  - (c) Registrant to Registrant merge requests;
  - (d) Do not renew domain name registration requests; and/or
  - (e) Requests for the granting of CWA Authority;
- 6.7 Modification of Non-Critical Information.** With respect to Non-Critical Information, CIRA will make the requested changes to the specified Domain Name Registration after it has validated and approved the request.
- 6.8 Registration Information Exclusion.** Registrants cannot request their Registrar to submit changes to the Registrant's name, CIRA membership status, and/or Membership Information.
- 6.9 CWA Authority.** Registrants may decide to grant authority to one of their Registrar of Record, to unilaterally make changes to the Administrative Contact information without having to comply with the provisions of Section 6.4 above, or to get the Registrant's consent ("CWA Authority"). A Registrar that has been given CWA Authority shall be defined as the "CWA Registrar". The following provision shall apply to CWA Authority:
- (a) A Registrant may grant CWA Authority to only one Registrar at a time, regardless as to how many Registrars of Record the Registrant may have;
  - (b) Registrant may, at any time, revoke the CWA Authority by requesting the CWA Registrar to revoke the CWA Authority;
  - (c) A Registrant may, at any time, revoke the CWA Registrar's CWA Authority and appoint another of the Registrant's Registrars as a new CWA Registrar by requesting the new proposed CWA Registrar to initiate a request to change the CWA Authority; and
  - (d) If a Registrant changes Registrars in accordance with Section 8.1 herein, and the Registrar from whom the Registrant is transferring is a CWA Registrar, the CWA Authority will not be transferred to the new Registrar.

The Registrant, if it chooses to do so, will have to grant CWA Authority to its new Registrar.

## **7. MEMBERSHIP INFORMATION**

**7.1 Membership Provisions.** The following provisions shall apply to Registrants who are Members:

- (a) any Registrant who is an individual and who is, or becomes, a Member of CIRA will provide to CIRA an email address, phone number(s) and/or other contact information for Membership purposes.
- (b) any Registrant who is not an individual and who is, or becomes, a Member of CIRA shall in the manner prescribed by CIRA, appoint a Membership Representative and shall provide to CIRA an email address, phone number(s) and other contact information for the Membership Representative.
- (c) the Registrant or the Membership Representative will be CIRA's only contact for all matters related to the Registrant's Membership in CIRA, to receive notices sent to Members on behalf of the Registrant and to attend and vote at Meetings.
- (d) all notices sent to the Registrant by CIRA in relation to Membership in CIRA, will be sent by email to the Registrant's Member email address (for individual Registrants) or to the Registrant's Membership Representative email address (for non-individual Registrants). It is the responsibility of the Registrant to ensure that the Member email address or Membership Representative's email address, as the case may be, is at all times functional and accurate, and that all Membership Information, as defined in the Registrant Agreement, is up to date, complete and accurate and to provide updates of such information to CIRA.
- (e) Certain of the rights and obligations of Registrants who are Members are also set out in CIRA's Amended and Restated By-Law No.1, which is located on CIRA's website at: [www.cira.ca/en/document/bylaw1.pdf](http://www.cira.ca/en/document/bylaw1.pdf) and Policy on Membership which is located on CIRA's website at: [www.cira.ca/en/document/membership.pdf](http://www.cira.ca/en/document/membership.pdf).

## **8. CHANGE OF REGISTRAR**

**8.1 Change of Registrar.** A Registrant may change its Registrar of Record for all or some of its Registrations, after 30 days from the date when the Domain Name Registration has been Activated in accordance with these Rules and the Registry PRP. The Registrant must request the new Registrar to submit a Change of Registrar Request to CIRA, which will be validated and processed by CIRA. If validated and approved by CIRA, the Registrant will be required to confirm the

Change of Registrar Request within the time frame specified by CIRA. If the Registrant confirms the Change of Registrar Request within the time frame specified by CIRA, CIRA will amend the Registrant Information to identify the new Registrar as the Registrar of Record for the Domain Name Registration. If the Registrant rejects the Change of Registrar Request or fails to confirm the Change of Registrar Request within the time frame specified by CIRA, the Change of Registrar Request will be cancelled and no change will be made to the Registrar of Record.

## **9. RENEWAL AND EXPIRY OF REGISTRATIONS**

- 9.1 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 prior to the cancellation of the Domain Name Registration, for a period of 1 to 9 years, provided that in no event shall the then unexpired Registration Period plus any requested renewal period for a particular Registration exceed 10 years. Except only with respect to transfers as provided in Section 10.3, any renewal for a longer period shall be set to 10 years, regardless of the period actually requested and/or paid for.
- 9.2 Renewal Request.** To renew the Registration Period of a Registration, a Registrant must request its Registrar of Record to submit a renewal request to CIRA. The renewal request will be validated and processed by CIRA. If validated and approved by CIRA, CIRA will debit the Registrar's balance in the CIRA Deposit Account for the applicable fee payable for the renewal request 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.
- 9.3 Notification of Expiry by CIRA.** If, prior to the expiry of the Domain Name Registration, the Registrant, through its Registrar, does not initiate a Renewal Request or advise CIRA that it does not wish to renew the Domain Name Registration, CIRA will use reasonable commercial efforts to send an email to the Registrant and its Registrar of Record advising of the expiry date of the Domain Name Registration, provided that CIRA will have no liability to the Registrant, its Registrar or any other person if CIRA fails to send the email.
- 9.4 Effects of Non-Renewal.** If a Domain Name Registration has not been renewed by its expiry date, the following shall occur:

- (a) **Suspension.** The Domain Name Registration will be automatically suspended as of the expiry date. Such suspension will continue until the earlier of reactivation pursuant to Section 9.4(b) or 30 days (the “Suspension Period”). Both the Registrant and its Registrar of Record will be advised of this suspension by email. The effect of the suspension of a Domain Name Registration is described in the Registrant Agreement, which is located at [www.cira.ca/en/document/registrantagreement.pdf](http://www.cira.ca/en/document/registrantagreement.pdf).
  - (b) **Reactivation of Suspended Registration.** A Domain Name Registration which has been suspended for a failure to renew may be reactivated at any time during the Suspension Period. This may be accomplished by the Registrant, through its Registrar of Record, submitting a renewal request in accordance with Section 9.2 and paying the applicable fees plus all applicable taxes. Domain Name Registrations may not be reactivated outside of the Suspension Period.
  - (c) **Cancellation of Registration.** If a Domain Name Registration, which has been suspended for a failure to renew, has not been reactivated in accordance with Section 9.4(b) during the Suspension Period, it will be automatically cancelled, and the Domain Name will be made available to others for registration. Both the Registrant and its Registrar of Record will be advised by email of the cancellation of the Domain Name Registration.
- 9.5 Cancellation of the Renewal Period.** A renewal of a Domain Name Registration may be cancelled in accordance with the Cancellation of Renewal Request Policy, Rules, and Procedures (located at [www.cira.ca/en/document/cancellationrenewal.pdf](http://www.cira.ca/en/document/cancellationrenewal.pdf)) at any time before the renewal period commences.
- 10. TRANSFER OF REGISTRATION**
- 10.1 Transfer.** Although a Domain Name Registration is not the property of the Registrant, CIRA will recognize a transfer of the Domain Name Registration. A Registrant may, after 30 days from the date of Activation (as defined in the Registrant Agreement) of the Domain Name Registration, at any time transfer the Domain Name Registration to another person, through its Registrar of Record.
- 10.2 Requirements.** A proposed transferee of the Domain Name Registration must meet all the requirements of the Registry PRP, including without limitation CIRA’s Canadian Presence Requirements for Registrants (located at [www.cira.ca/en/document/CPR.pdf](http://www.cira.ca/en/document/CPR.pdf)), and must already have a Registration or be a Registrant Without a Domain Name.
- 10.3 Extension of Registration Period.** For each Domain Name Registration transferred, CIRA automatically extends the Registration Period by one year from

the scheduled expiry date of the Registration Period, up to a maximum of 11 years.

**10.4 Transfer Request and Confirmation.** To transfer a Domain Name Registration, the transferor Registrant must cause its Registrar of Record to submit a transfer request to CIRA. The transfer request will then be validated and processed by CIRA. If the transfer request is validated and approved by CIRA, the transfer request must be confirmed by the transferor Registrant, the transferee Registrar, and the transferee Registrant within the time frame specified by CIRA. If the parties do not complete the confirmation procedure within the time frame specified by CIRA, the transfer request will be rejected and cancelled.

**10.5 Transfer of Registration.** If each of the transferor Registrant, the transferee Registrar and the transferee Registrant comply with the confirmation procedure within the time frame specified by CIRA, CIRA will:

- (a) debit the transferee Registrar's balance in the CIRA Deposit Account for the transfer of Registration fee plus any applicable taxes; and
- (b) transfer or cause to be transferred the Domain Name Registration from the transferor Registrant to the transferee Registrant, and make the transferee Registrar the Registrar of Record for the Domain Name Registration.

**10.6 Registration Period.** When a Domain Name Registration is transferred in accordance with this Section 10, the remaining Registration Period is also transferred with the Domain Name Registration to the transferee Registrant and there will be no refund by CIRA to the transferor Registrar for such fees.

## **11. SUSPENSION OF REGISTRATION**

**11.1 Suspension by CIRA.** Should a Domain Name Registration be suspended by CIRA for any reason, CIRA will advise the Registrant and 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/en/document/registrantagreement.pdf](http://www.cira.ca/en/document/registrantagreement.pdf)).

**11.2 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. In addition, CIRA may reactivate a suspended Domain Name Registration at any time in its sole discretion. On any reactivation of a Domain Name Registration, CIRA will advise the Registrant and the Registrar of Record that the Registration has been reactivated.

**11.3 Voluntary Suspension by Registrant.** Should a Registrant voluntarily wish to suspend one of its Domain Name Registrations, it must cause its Registrar to submit a request to CIRA to suspend the registration. The request to suspend the registration will be validated and processed by CIRA. If the request is validated

and approved by CIRA, the Registrant will then be required to confirm the request within the time frame specified by CIRA. If the Registrant confirms the request within the time frame specified by CIRA, CIRA will suspend the Registration and advise the Registrant and its Registrar of the suspension by email. If the Registrant fails to do so, the request will be cancelled. There is no fee associated with this procedure.

**11.4 Reactivation of Registration Suspended by Registrant.** If a Registrant which voluntarily suspended a Domain Name Registration wishes to reactivate it, it must cause its Registrar to submit a request to CIRA to remove the suspension. The request to remove the suspension will be validated and processed by CIRA. If the request is validated and approved by CIRA, CIRA will reactivate the Registration specified in the request and notify the Registrant and its Registrar that the Domain Name Registration has been reactivated. There is no fee associated with this procedure.

## **12. CANCELLATION OF REGISTRATION**

**12.1 Cancellation by CIRA.** Should a Domain Name Registration be cancelled by CIRA, CIRA will advise the Registrant and Registrar of Record of the cancellation, and the reason for the cancellation, by email. The effect of the cancellation of a Domain Name Registration is described in the Registrant Agreement (located at [www.cira.ca/en/document/registrantagreement.pdf](http://www.cira.ca/en/document/registrantagreement.pdf))

**12.2 Voluntary Cancellation by Registrant.** Should a Registrant voluntarily wish to cancel one of its Domain Name Registrations, it must cause its Registrar to submit a request to CIRA to cancel the registration. The request to cancel the registration will be validated and processed by CIRA. If the request is validated and approved by CIRA, the Registrant will be required to confirm the request within the time frame specified by CIRA. If the Registrant confirms the request within the time frame specified by CIRA, the Domain Name Registration will be cancelled, and will be made available to others for registration. Both the Registrant and its Registrar of Record will be advised by email of the cancellation of the Domain Name Registration. If the Registrant fails to confirm the request within the time frame specified by CIRA, the request will be cancelled.

## **13. CANCELLATION OR SUSPENSION OF REGISTRATION BY CIRA**

**13.1 Cancellation or Suspension by CIRA.** CIRA may at its sole discretion and at its sole option cancel and/or suspend any Domain Name Registration that it deems necessary to (1) protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of CIRA, as well as its officers, directors, and employees; or (4) to correct mistakes made by CIRA or any Registrar in connection with a Domain Name Registration.

**13.2 Activities.** CIRA may also cancel and/or suspend any Domain Name Registration which, intentionally or unintentionally, is or may become involved in, directly or indirectly, 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 ofservice 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).