

**CNNIC'S STANDARDS,  
POLICIES, PROCEDURES, AND PRACTICES**

**I. Registration Requirements**

Before NeuStar/CNNIC will accept applications for registration from Tucows Inc., all domain name applicants in the .cn TLD must:

1. Enter into an electronic or paper registration agreement with the registrar, in accordance with the Accreditation Agreement with CNNIC and this Agreement. Such electronic or paper registration agreement shall include, at a minimum, the following certifications:
  - a) The data provided in the domain name registration application is true, correct, up to date and complete; and
  - b) The registrant will keep the information provided above up to date.
2. Certify in the Registration Agreement that to the best of his, her or its knowledge the domain name registrant has the authority to enter into the Registration Agreement.

**II. .CN Requirements**

- a) Maximum Term: The maximum term for a domain name registration in the .cn TLD shall be five (5) years. Domain Name Registrations shall be available for terms of one, two, three, four and five years.
- b) Information Collected From Registrants. To register a name, registrants, through their registrars will be required to provide basic registration information to the Registry. The minimum required information is:
  - The domain name registered;
  - The IP address and corresponding names of the primary and secondary name servers for the registered name;
  - The registrar name and URL;
  - The original creation date and term of the registration;
  - The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the Registrant for the name registered;
  - The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the

billing contact for the name registered;

- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the name registered; and
- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the name registered.

c) Restrictions. Registrars shall include in its registration agreement with a Registrant that the Registrant may not register or use a domain name that is deemed by CNNIC to:

(i) Be against the basic principles prescribed in the Constitution of the Peoples Republic of China ("PRC");

(ii) Jeopardize national security, leak state secrets, intend to overturn the government, or disrupt of state integrity of the PRC;

(iii) Harm national honor and national interests of the PRC;

(iv) Instigate hostility or discrimination between different nationalities, or disrupt the national solidarity of the PRC;

(v) Violate the PRC's religion policies or propagate cult and feudal superstition;

(vi) Spread rumors, disturb public order or disrupt social stability of the PRC;

(vii) Spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;

(viii) Insult, libel against others and infringe other people's legal rights and interests in the PRC; or

(ix) Take any other action prohibited in laws, rules and administrative regulations of the PRC.

- d) Notice to Registrant for Collection of Personal Data. Registrar shall provide notice to each new or renewed Registrant stating:
- (i) The purposes for which any personal data collected from the applicant are intended;
  - (ii) The intended recipients or categories of recipients of the data (including CNNIC, as Registry, NeuStar, as Registry Gateway, and others who will receive the data from NeuStar or CNNIC);
  - (iii) Which data are obligatory and which data, if any, are voluntary; and
  - (iv) How the Registrant or data subject can access and, if necessary, rectify the data held about them.
- e) Registrant Consent. The Registrant shall consent to the submission of data required by this Agreement.
- f) Registrant Representation. The Registrant shall represent that, to the best of the Registrant's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.
- g) Jurisdiction. For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) where Registrar is located, and 3) the People's Republic of China.
- h) Reservation. The Registrant shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any NeuStar or CNNIC adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with a NeuStar or CNNIC adopted specification or policy, (1) to correct mistakes by Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the Registered Name.

## **Chinese Dispute Resolution Policy**

Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names in accordance with the *CNNIC Domain Name Dispute Resolution Policy & Rules for CNNIC Domain Name Dispute Resolution Policy ("Dispute Policy")*, currently found at <http://www.cnnic.net.cn/ruler/20.shtml> and <http://www.cnnic.net.cn/doc/e-10.shtml>, respectively, which may revised from time to time by CNNIC at its sole discretion.

Pursuant to the Dispute Policy, Registrars must comply with all reasonable requests from the applicable Domain Name Dispute Resolution Institutions including the provision of all relevant evidence in any domain name disputes in the time frames provided therein.

Pursuant to the Dispute Policy, Registrar shall execute any decision by the applicable Domain Name Dispute Resolution Institution ten (10) calendar days from the announcement of the decision unless either party within such ten (10) calendar day period provides demonstrable evidence that a court or tribunal with competent jurisdiction has accepted the relevant dispute, in which case, the Registrar shall discontinue the execution of the judgment until such time that a final decision has been rendered by the court of competent jurisdiction.

### **Reservation for NeuStar and CNNIC**

Both NeuStar and CNNIC reserve the right to deny, cancel, transfer or otherwise make unavailable any registration that either deem necessary, in their discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of NeuStar, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of this Agreement (including its Exhibits); or (5) to correct mistakes made by NeuStar, CNNIC or any registrar in connection with a domain name registration. NeuStar and CNNIC also reserves the right to freeze a domain name during resolution of a dispute.

**POLICY ON TRANSFER OF SPONSORSHIP OF  
REGISTRATIONS BETWEEN REGISTRARS**

**A. Holder-Authorized Transfers.**

**Registrar Requirements.**

The Registration Agreement between each Tucows Inc. and its Registrant shall include a provision explaining that a Registrant will be prohibited from changing its registrar during the first 60 days after initial registration of the domain name with the registrar. Beginning on the 61st day after the initial registration with the registrar, the procedures for change in registrar set forth in this policy shall apply. Enforcement shall be the responsibility of the registrar for the domain name registration.

In addition to the requirements contained in your agreement with Tucows Inc. for each instance where a Registrant wants to change its registrar for an existing domain name (i.e., a domain name that appears in a particular top-level domain zone file), the gaining registrar shall:

- 1) Obtain express authorization from the Registrant or Administrative Contact (as reflected in the database of the losing registrar).
  - a. The specific form of the authorization is at the discretion of each gaining registrar, but must include at a minimum, an Auth-info Code.
  - b. The gaining registrar shall retain a record of reliable evidence of the authorization.
  
- 2) In those instances when the registrar of record is being changed simultaneously with a transfer of a domain name from one party to another, the gaining registrar shall also obtain appropriate authorization for the transfer. Such authorization shall include, but not be limited to, one of the following:
  - a. A bilateral written agreement between the parties.
  - b. The final determination of a binding dispute resolution body.
  - c. A court order.
  
- 3) Request, by the transmission of a "transfer" command as specified in the Registrar Documentation, that the .cn TLD Database be changed to reflect the new registrar.
  - a. Transmission of a "transfer" command constitutes a representation on the part of the gaining registrar that:
    - i. the requisite authorization has been obtained from the Registrant or Administrative Contact listed in the database of the losing registrar, and

- ii. the losing registrar will be provided with a copy of the authorization if and when requested.

In those instances when the registrar of record denies the requested change of prospective gaining registrar, the registrar of record shall expressly notify the prospective gaining Registrar that the request was denied and the reason for the denial. Instances when the requested change of prospective gaining registrar may be denied include, but are not limited to:

- 1) Situations described in the Domain Name Dispute Resolution Policy
- 2) A pending bankruptcy of the Registrant
- 3) Reasonable dispute over the identity of the Registrant
- 4) Request to transfer sponsorship occurs within the first 60 days after the initial registration with the registrar of record

In all cases, the losing registrar shall respond to the e-mail notice regarding the transfer request within five (5) days. Failure to respond will result in a default "approval" of the transfer.

#### **NeuStar Requirements.**

Upon receipt of the "transfer" command from the gaining registrar, NeuStar will transmit an electronic notification to both registrars.

NeuStar shall complete the "transfer" if either:

- 1) the losing registrar expressly "approves" the request, or
- 2) NeuStar does not receive a response from the losing registrar within five (5) days.

When the .cn TLD Database has been updated to reflect the change to the gaining registrar, NeuStar will transmit an electronic notification to both registrars.

#### **Records of Registration.**

Each Registrant shall maintain his, her or its own records appropriate to document and prove the initial domain name registration date, regardless of the number of registrars with which the Registrant enters into a contract for registration services.

#### **Effect on Term of Registration.**

The completion by NeuStar of a holder-authorized transfer under this Part A shall result in a one-year extension of the existing registration, provided that in no event shall the total unexpired term of a registration exceed five (5) years.

#### **B. Approved Transfers.**

Transfer of all of the registrations held by one registrar as the result of acquisition of that registrar or its assets by another registrar may be made according to the following procedure:

- (a) The acquiring registrar must be accredited by CNNIC for the .cn TLD under an Accreditation Agreement and must have in effect a NeuStar-Registrar Agreement with NeuStar for the .cn TLD.
- (b) NeuStar shall determine, in its sole discretion, that the transfer would promote the community interest, such as the interest in stability that may be threatened by the actual or imminent business failure of a registrar.