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## **BNNIC REGISTRATION POLICIES, PROCEDURES AND GUIDELINES**

Brunei Darussalam Network Information Centre Sdn Bhd (BNNIC) is the national registry of .bn domain names in Brunei. As the registry, BNNIC operates and controls the .bn top-level Internet domain name system and administers the registration of (a) third-level domain names under the second-levels of .com, .org, .net, .edu, and .gov domains; and (b) second-level domain names under the top-level domain of .bn. BNNIC may introduce other second-level domains under .bn where appropriate.

BNNIC formulates and implements policies with regard to .bn domain name space and has the authority and capacity to enter into an agreement with any entity to manage the registration, maintenance and other operation of .bn domain names.

BNNIC has accredited a number of registrars (“accredited registrars”), for the registration and other operations such as updates, transfer, removal, renewal and reinstatement of .bn, .com.bn, .org.bn, .net.bn and .edu.bn domain names. A list of BNNIC’s accredited registrars is available at <http://www.bnnic.bn>. BNNIC may also appoint a registrar (“appointed registrar”) to register and maintain certain .bn domain names (e.g. .gov.bn domain names). In this document, references to registrars include accredited registrars (and their resellers and agents), as well as appointed registrars.

This document sets out the Registration Policies, Procedures and Guidelines relating to .bn domain names in Brunei as currently applied by BNNIC. This document (as may be amended from time to time by BNNIC) shall apply to both registrars and registrants and should be read in conjunction with any other relevant agreements between these respective parties and BNNIC. The most current version of this RPPG document may be found at the BNNIC website, <http://www.bnnic.bn>.

### **1. Composition of Domain Names**

- 1.1 A typical .bn domain name may be in the form <domain name>.bn or <domain name>.<type>.bn, as the case may be.
- 1.2 The domain name must contain a string of minimum one character and can contain a maximum of sixty-three characters, without the relevant .bn suffix.
- 1.3 The following may be included in a domain name:
  - (a) Letters “a” through “z”. The domain names are not case sensitive. Hence, there will be no distinction made between upper case letters and lower case letters (ie. “A” is treated as “a” and vice versa);
  - (b) The numerals 0, 1, 2, 3, 4, 5, 6, 7, 8, and/or 9;

- (c) The hyphen character, which is the only non-alphanumeric character allowed in a domain name, provided it is not the beginning or ending character of a domain name, or in the third and/or fourth position of a domain name; and

## **2. Reserved Domain Names**

2.1 The following is a list of domain names which shall not be registered (“reserved names”) unless BNNIC agrees otherwise in its sole and absolute discretion:

- (a) contain certain words such as "Brunei", "Brunei Government" or "Sultan" and variations thereof or any other words that might suggest a link to the Government or Royal Family;
- (b) contain "BNNIC", "NIC" and variations thereof;
- (c) are or contain words or references which are obscene, scandalous, indecent, contrary to law or morality;
- (d) are geographical names or names of countries (e.g. Brunei, Malaysia, Japan, etc.);
- (e) are names (either on their own or in combination with other characters) of existing generic top-level domain name (gTLDs) (i.e. .com, .org, .net, .edu, .gov, .per, .aero, .coop, .biz, .info, .museum, .name and .pro) and any other gTLDs created or to be created by ICANN in the future;
- (f) are names such as "www", "http", "https" or "http-www";
- (g) are similar or identical to domain names registered under other domain name space and which BNNIC deems undesirable;
- (h) are or contain words that are religiously-sensitive, contrary to public interest or order, national harmony or any other social objectives;
- (i) are confusingly similar to or are common typographical variants of second level names under the top-level domain name of .bn (e.g. ocm.bn, cmo.cn, , cim.bn, gpv.cn, nte.bn etc.); and
- (j) in BNNIC’s sole and absolute opinion, are undesirable or unsuitable for registration.

2.2 In addition to the reserved names listed under 2.1 (a) to (j) above, BNNIC may reserve additional names from time to time if the reservation of such names is deemed necessary or desirable by BNNIC.

### **3. Categories and Eligibility Criteria for .bn Domain Names**

3.1 BNNIC accepts registrations of domain names under the top-level of .bn and open second-level domain names of com.bn, org.bn, net.bn and edu.bn through the BNNIC accredited registrars and gov.bn through the appointed registrar. The eligibility criteria and guidelines (to be met at the time of the application for the domain name) for registering domain names under each category are listed below. However, BNNIC may in its sole and absolute discretion under limited circumstances permit the registration of a domain name by an applicant who does not meet all of the stated eligibility criteria.

#### **3.1 .com.bn - for companies and businesses**

This category is for companies and businesses (including branch of foreign companies) registered with the Registrar of Companies and Business Names or Registrar of International Business Companies and Limited Partnerships. Foreign companies or businesses that have a registered trademark with the Registrar of Trademarks may apply for a domain name in this category. Government bodies which register their names in the .gov.bn suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in this category.

#### **3.2 .net.bn - for network providers**

This category is for info-comm operators or network providers with a valid licence issued by the Authority for Info-communications Technology Industry of Brunei Darussalam (“AITI”). Government bodies which register their names in the .gov.bn suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in this category.

#### **3.3 .org.bn – for non-profit organisations**

This category is for applicants registered with the Registry of Societies, Registrar of Trade Union or Registrar of Co-operatives. Other non-profit organisations registered with the government or with a body recognized by the government may apply for a domain name under this category if they can provide relevant documentary proof. Government bodies which register their names in the .gov.bn suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in this category.

#### **3.4 .edu.bn – for educational institutions**

This category is for educational institutions registered with the Ministry of Education. Government bodies which register their names in the .gov.bn suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in this category.

### 3.5 .gov.bn – government departments/agencies

This category is for entities that form part of the Government of Brunei Darussalam. Government bodies which register their names in the .gov.bn suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in other suffixes.

### 3.6 .bn – for organisations and individuals

This category is for entities registered with the Registrar of Companies and Business Names, Registrar of International Business Companies and Limited Partnerships, Registry of Societies, Registrar of Trade Union, Registrar of Co-operatives or Ministry of Education. Foreign companies or businesses that have a registered trademark with the Registrar of Trademarks, Brunei citizens, Brunei permanent residents and Brunei work pass holders may also register in this category. Government bodies which register their names in the .gov.bn suffix may, if they deem necessary, register the same name, their acronyms and/or their service/scheme names in this category.

## 4. **WHOIS Database**

4.1 BNNIC maintains a public query-based access through a directory look up system connected to a searchable database, which contains the information of the domain name.

4.2 The following information is displayed on the WHOIS database:

- (a) The domain name
- (b) Creation Date, Expiry Date and Modified Date
- (c) Registrar name
- (d) Domain name status (e.g. OK/active, deleted, hold/suspended etc.)
- (e) Registrant name
- (f) Administrative Contact name
- (g) Technical Contact name and email address
- (h) Nameservers - the primary and secondary hostnames and corresponding IP addresses where appropriate

4.3 BNNIC may for technical reasons or in compliance with any legal obligation or requirement, as determined by BNNIC at its sole discretion, disclose to any third party upon application to it information in its possession relating to any domain name whether referred to in its WHOIS record or otherwise.

## **5. Application for Registration of Domain Names**

- 5.1 All applications for the registration of a domain name must be made in the form and manner prescribed by BNNIC from time to time.
- 5.2 The applicant is required to submit an application to the registrar.
- 5.3 BNNIC may in exceptional cases and at its sole discretion provide registration or other services relating to a .bn domain name directly to an applicant.
- 5.4 Registrants in all categories must comply with all policies, rules and procedures of BNNIC in respect of registration. BNNIC may amend such policies, rules and procedures from time to time.
- 5.5 Domain names are allocated on a “first-come-first-served” basis (as determined by reference to the time at which a completed application is received by BNNIC), provided the information submitted is complete and all procedures relating to the application have been complied with. A later but complete application will have priority over an earlier but incomplete or non-compliant application.

## **6. Rejection of Application or Registration of Domain Names**

- 6.1 In addition to the reserved names as stated in paragraph 2, BNNIC retains the ultimate discretion to reject or refuse any .bn domain name sought to be registered by an applicant.
- 6.2 Applicants and Registrars shall refer to BNNIC when in doubt of registering any domain names.
- 6.3 BNNIC may cancel or suspend a registration accepted by a registrar, which BNNIC in its sole and absolute discretion determines to not be in conformity with BNNIC’s policies, procedures and guidelines for registration.
- 6.4 Each of the registrant and registrar agrees that BNNIC shall not be liable for any loss or damages or expenses arising out of BNNIC’s rejection of the application or registration, or cancellation or suspension of the domain name.

## **7. Effects of Registration of Domain Names**

- 7.1 The registrant has the right to use the domain name but does not own the domain name nor does the registrant have the right to own it. As such, the registrant generally does not have the right to sell or transfer the domain name to any party whether for profit or otherwise.

- 7.2 BNNIC shall not be involved in any dispute that the registrant may have with any third party. Any dispute arising from the registration and use of a domain name shall be determined in accordance with the Brunei Domain Name Dispute Resolution Policy (BDRP), which is available at <http://www.bnnic.bn>.
- 7.3 The registrant agrees that its registration of the domain name shall be subject to suspension, cancellation, transfer or being placed on hold so as to facilitate, among other things, (1) the correction of errors made or inadvertent actions taken by any registrar or BNNIC in relation to that domain name; or (2) the resolution of disputes concerning the domain name;
- 7.4 The registrant acknowledges and agrees that registration of a domain name does not create any proprietary right for any registrant, registrar or any other person in:
- 7.4.1 the characters or the resulting combination of the characters used as a domain name; or
  - 7.4.2 the domain name registration itself;
- and that the entry of a domain name in the Shared Registry System (SRS) or in the WHOIS system of the SRS shall not be construed as evidence of any ownership whatsoever. The Registrant shall not in any way transfer or purport to transfer a proprietary right in any domain name registration, or grant or purport to grant as security or in any other manner encumber or purport to encumber a domain name registration. The registrant represents that, to the best of the registrant's knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights (including without limitation, intellectual property rights) of any third party.
- 7.5 The registrant shall provide to his registrar complete and accurate data / information and promptly correct and update such data / information during the term of the domain name registration. Such data / information include changes in the mailing address of a contact or changes in name server details.
- 7.6 A registrant's provision of incomplete and inaccurate or unreliable information, its failure promptly to update information provided to the registrar, or its failure to respond for over seven (7) days to inquiries by the registrar concerning the accuracy of contact details associated with the registrant's registration shall constitute a material breach of the Registrant Agreement and be a basis for cancellation of the domain name registration.

## **8. Expiry and Renewal of Domain Names**

- 8.1 Registrants may register a domain name for an initial period of either 1 or 2 years. Upon successful registration, a domain name shall be deemed to have

- been registered in the name of the registrant as of the date on which such registration had been applied for, and the said registration shall expire 1 or 2 years from such date, as the case may be, and as reflected in its WHOIS record (“the Expiry Date”).
- 8.2 Prior to the Expiry Date, the registrant of a domain name may upon payment of the requisite fee extend its period of registration by either one or two years beyond the then current Expiry Date provided always that the new expiry date of the registration if so renewed will not exceed 36 months from the date on which the renewal instruction is received by BNNIC.
- 8.3 The following applies in the case of domain names that are not renewed on or before the Expiry Date:
- 8.3.1 within the period of 30 days immediately following the Expiry Date (“the Post Expiry Grace Period”), the domain name will be suspended and cease to resolve. The domain name registration may be renewed upon payment of the requisite fee by the registrant if BNNIC receives a renewal instruction during this period, in which event, the new expiry date of the domain name registration will be extended from the date of the Expiry Date;
- 8.3.2 within the period of 30 days immediately following the Post Expiry Grace Period (“the Redemption Grace Period”), the domain name will be suspended and cease to resolve, but may still be renewed for a period of 1 year upon payment of a Reinstatement Fee to BNNIC which is in addition to Renewal Fee (for 1 year). In such event, the new expiry date of the domain name registration will be 1 year from the date on which BNNIC receives the reinstatement instruction.
- 8.3.3 beyond the period stated in sub-paragraph 8.3.2 above, the domain name record will be purged from the SRS and become available for registration by any qualifying member of the public.
- 8.4 A domain name which is in the “Pending Transfer” status (as designated in its WHOIS records) may not be renewed until after the transfer is completed, cancelled or rejected. A domain name which is in the “Pending Transfer” status will continue to resolve even if it is past the Expiry Date. When the transfer is completed, cancelled or rejected after the Expiry Date, it may cease to resolve if the transfer request did not indicate an optional renewal instruction.

## **9. Change (Transfer) of Registrant**

- 9.1 The registrar should before initiating the transfer, obtain appropriate authorisation for the transfer, such as a bilateral agreement between the parties.



- 9.2 The transferee applicant must agree to be bound by the Registrant Agreement in order to be eligible for applying to have the domain name transferred to it.
- 9.3 The transferee applicant must submit the transfer request to the registrar, indicating the domain name and the password of the domain name (obtained from the transferor registrant) for verification.
- 9.4 Upon receiving the request from the transferee applicant, the registrar must send an email to the transferor registrant, copying and/or notifying the transferee applicant.
- 9.5 The transferor registrant is given seven (7) days from the time and date of the registrar's email to:
  - 9.5.1 confirm and approve the transfer request; or
  - 9.5.2 reject the transfer request and give the reason for disputing the transfer.
- 9.6 Where the transferor registrant does not respond to the transfer request within the seven (7) days, the registrar shall not proceed with the transfer and the request shall be rejected.

## **10. Change (Transfer) of Registrar**

### **10.1 At Registrant's Request**

- 10.1.1 The registrant must first obtain the password of the domain name from the transferor registrar. The transferor registrar should issue the password to the registrant within three (3) working days of the registrant's request.
- 10.1.2 The registrant must request the transferee registrar to submit a transfer request to BNNIC with the information of:
  - (a) the domain name;
  - (b) the password of the domain name obtained from transferor registrar;
  - (c) the registrant's contact information; and
  - (d) the registrant's Administrative Contact/Billing Contact/Technical Contact information.
- 10.1.3 Upon receiving the transfer request from the transferee registrar, BNNIC will:
  - (a) send an email to both registrars; and
  - (b) mark the registration in BNNIC's WHOIS database as "Pending Transfer".

10.1.4 Within seven (7) days from the date and time of BNNIC’s notification to the registrars, the transferor registrar may object to the transfer request. It shall then notify the transferee registrar that the request was not accepted and the reason for the objection. Instances where the requested change of the registrar may be objected may include:

- (a) Situations described in the Brunei Darussalam Domain Name Dispute Resolution Policy (BDRP);
- (b) Pending bankruptcy of the registrant; and
- (c) Dispute over the identity of the registrant;

10.1.5 The transferor registrar may only require the registrant to settle any outstanding payment in connection with the service provided for the domain name registration and shall not prevent the registrant from moving to another registrar. Any administrative fee, if levied by the transferor registrar for the transfer, shall be subject to BNNIC’s approval.

10.1.6 The transfer shall be completed if either:

- (a) The transferor registrar expressly approves the request; or
- (b) No response is received from the transferor registrar within seven (7) days from the date and time of BNNIC’s notification to the registrars. In this case, the request shall be taken as validated and be approved by BNNIC.

10.1.7 The procedure set forth in this paragraph 10.1 does not apply unless the subject domain name is in the “Active/OK” status as reflected in its WHOIS records and the domain name is not within the “Add Grace Period” (as defined in paragraph 14.2).

## 10.2 At Registrar’s Request

10.2.1 A registrar shall transfer the domain name registrations to other BNNIC accredited registrars within thirty (30) days, if it ceases to be an accredited registrar due to suspension or termination of accreditation status.

10.2.2 Under these circumstances, the registrar shall immediately give notice to its registrants to inform them of the status.

10.2.3 BNNIC may also post notice of such suspension or termination on its website and where appropriate, give notice to the registrants of the registrar concerned.

10.2.4 Each registrant shall be responsible for changing its registrar of record to a new BNNIC accredited registrar within thirty (30) days of the

earlier notice given to the registrant by either the registrar or BNNIC. For registrants who have not changed to a registrar of their choice after the thirty (30 days) period, BNNIC may designate other accredited registrars to take over the domain names.

- 10.2.5 The out-going registrar shall not charge the registrant any fee for the transfer of the registered domain name to another registrar.
- 10.2.6 The registrar shall cooperate with and render whatever assistance that is required by other accredited registrars to ensure that they take over its registrants.

## **11. Transfer of Accreditation to a New or Different Entity**

- 11.1 An accredited registrar shall seek prior written approval from BNNIC pursuant to the Registrar Accreditation Agreement before it can transfer its accreditation to a new or different entity.
- 11.2 In any event, such new or different entity, if it is not already an accredited registrar of BNNIC, shall apply to BNNIC for the accreditation as BNNIC registrar.

## **12. Suspension and Deletion of Domain Names**

- 12.1 A domain name may be suspended or deleted by the registrar or BNNIC if the registrant has breached any of BNNIC's guidelines or agreements it has entered into with the registrar and/or BNNIC even if that domain name is not the subject of or directly connected with (1) the registrant's breach, or (2) any dispute resolution under the BDRP.

BNNIC may delete or suspend a domain name (1) in compliance with any order of court, or (2) in BNNIC's determination, that the continued entry of the domain name on the database would be wrongful or contrary to law, or where the registration of the domain name had been obtained by fraud or misrepresentation (including without limitation the provision of false or incomplete registration or contact details), or (3) if it receives notice from any government or regulatory authority (including without limitation the Police) that the website referenced by the domain name is in breach of any laws, directives, guidelines, codes of practice or regulations issued by any government or regulatory authority, or is otherwise used for or in connection with illegal or undesirable activities or (4) if the manner of use of the domain name and/or the contents of the website referenced by the domain name are undesirable (e.g. results in a threat to the security and stability of the internet or cause nuisance to

- internet users or any registrar.), or (5) for any of the reasons set out in Clause 19 of the Registrant Agreement.
- 12.2 BNNIC may take over the provision of any Registrar Services relating to any domain name upon any breach by Registrar of its obligations to BNNIC in connection therewith.

### **13. Dispute Resolution**

- 13.1 Registrants of domain names with BNNIC are subject to the policy and procedures of the Brunei Darussalam Domain Name Dispute Resolution Policy (BDRP) and the Rules for the Brunei Darussalam Domain Name Dispute Resolution Policy as amended from time to time.
- 13.2 BNNIC and registrars shall implement a decision of an administrative panel established under the BDRP in accordance with the BDRP (“Administrative Panel”). If a decision is made in favour of the complainant, the Administrative Panel’s decision shall be implemented as follows:
- 13.2.1 The domain name will be purged from BNNIC’s database on the implementation date (i.e. ten (10) working days after BNNIC is informed of the panel’s decision).
- 13.2.2 The BDRP secretariat and the existing Registrar of the domain name will be informed accordingly once the domain name is purged.
- 13.2.3 BNNIC will reserve the disputed domain name for the complainant for thirty (30) days beginning from the implementation date.
- 13.2.4 The complainant is required to register the disputed domain name with a Registrar of the complainant’s choice within the period of thirty (30) days beginning from the implementation date.
- 13.2.5 If the complainant fails to register the disputed domain name within the period of thirty (30) days beginning from the implementation date, the domain name will be made available for registration by any person on a first-come-first served basis.

### **13.3 Under Court Order**

- 13.3.1 In the event that BNNIC is ordered by a court of law in Brunei to transfer a domain name, the court’s order shall be implemented as follows:
- a) The domain name will be purged from BNNIC’s database on the receipt of the court order (the implementation date).

- b) The Registrant of the domain name, its Registrar and the complainant will be informed accordingly once the domain name is purged.
- c) BNNIC will reserve the disputed domain name for the complainant for thirty (30) days beginning from the implementation date.
- d) The complainant is required to register the disputed domain name with a Registrar of the complainant's choice within the period of thirty (30) days beginning from the implementation date.
- e) If the complainant fails to register the disputed domain name within the period of thirty (30) days beginning from the implementation date, the domain name will be, subject to the terms of the Court order, made available for registration by any person on a first-come-first served basis.

13.4 Charges relating to a domain registration would not be refunded to the registrar if the registration is deleted under BDRP or by order of court to do so.

## **14. Fees**

14.1 The fees and charges related to the accreditation of registrars and registration of domain names with BNNIC are shown in Annex 1. If Registrar is required under any law, regulation or other government order to deduct or withhold any sum as taxes, levies, duties or any other fee imposed on any amount payable to BNNIC pursuant to this Agreement, the amount payable to BNNIC must be increased by such amount necessary to ensure that BNNIC will receive a net amount equal to the amount which BNNIC would have received in the absence of any such deduction or withholding.

Within the first fourteen (14) days following the submission of an application to register a new domain name to BNNIC ("the Add Grace Period"), charges relating to such application (and any renewals of the registration thereof filed within this period) may be refunded at BNNIC's sole discretion to the registrar, provided that such domain name registration is deleted before the expiry of the said Add Grace Period. Within the first seven (7) days following the renewal of a domain name ("the Renewal Grace Period"), charges relation to the renewal may be refunded at BNNIC's sole discretion to the registrar, provided that such renewal is cancelled before the expiry of the said Renewal Grace Period. All fees and charges payable to BNNIC are otherwise non-refundable.

- 14.2 BNNIC reserves the right to introduce additional charges or amend its fees and charges from time to time by giving thirty (30) days' email notification to the registrars and by posting the changes on BNNIC website thirty (30) days before they are effected.
- 14.3 All fees and charges in connection with the registration of a domain name shall be payable by the registrar thereof to BNNIC. BNNIC may but shall not be obliged to deduct such fees against the balance of the registrar's funds held in the BNNIC Deposit Account.

## **15. General Terms**

- 15.1 BNNIC shall have the right to amend the Registrant Agreement, this RPPG from time to time upon thirty (30) days' notice of these amendments by posting the same on BNNIC website at <http://www.bnnic.bn>. The Registrant Agreement, RPPG (as the case may be) shall be deemed amended upon the expiry of such notice period and shall be binding and effective as against the registrars and registrants.

## **16. Severability**

- 16.1 Any provision of this RPPG which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this RPPG, all without affecting the remaining provisions of this RPPG or affecting the validity or enforceability of such provision in any other jurisdiction.

Annex 1

**SCHEDULE OF FEES**

All the following fees and charges are in Brunei currency.

<b>Fee</b>	<b>Description</b>	<b>Amount (B\$)</b>
<b>FEES/CHARGES RELATED TO ACCREDITATION</b>		
Application Fee for Accreditation	A non-refundable fee payable by each applicant on or prior to submission of the application for accreditation.	1000
Accreditation Fee	An annualised fee payable by each registrar upon accreditation.	1500
Renewal Fee for Accreditation	An annualised fee payable by each registrar prior to the renewal of accreditation.	1500
Initial Deposit with BNNIC	A deposit payable by each registrar. This amount will be placed in the deposit account designated for use by BNNIC to receive prepayments from registrar.	3000
Performance Bond	A banker's guarantee in the amount specified herein may be required by BNNIC for Brunei registered business entities (including a branch registered in Brunei of an overseas corporation) in accordance with Schedule 5 to the Registrar Accreditation Agreement.	As applicable
<b>REGISTRATION/RENEWAL/REINSTATEMENT FEES</b>		
Registration Fee	A fee payable by a registrar upon the approval of an application to register a domain name.	40
Renewal Fee	A fee payable by a registrar on or before the scheduled expiry of a domain name registration.	40
Reinstatement Fee	A fee payable by registrar (in addition to the applicable automatic renewal fee) if a renewal request by the registrar is processed during the thirty (30) days period of suspension after the scheduled expiry period for a domain name registration. Upon reinstatement and renewal, the new expiry date is 1 year from the date of reinstatement.	10

Note:

All fees and charges are in Brunei currency.