
AFRICAN NETWORK INFORMATION CENTRE

MEMBERSHIP-Only AGREEMENT

- A. AfriNIC Ltd ("the Company") is a non-profit company limited by shared incorporated under Mauritius law (Company Act. 2001).
- B. The Company is committed to acting in accordance with the interests and wishes of its membership in pursuing the following objectives:
- √ *to provide the service of allocating and registering Internet resources for the purpose of enabling communications via open system network protocols and to assist in the development and growth of the Internet in the African region;*
 - √ *to promote the representation of the AfriNIC membership and the Internet community of Africa and Indian Ocean region by ensuring open and transparent communications and consensus-driven decision-making processes;*
 - √ *to promote responsible management of Internet resources throughout the Africa region, as well as the responsible development and operation of Internet infrastructures;*
 - √ *To provide high-quality Internet resource management services to its members, namely resource allocation services, registration and database services, and membership administration and support services;*
 - √ *to assist the African community in the development of policies, mechanisms, and standards to efficiently allocate Internet resources as a service to the community as a whole;*
 - √ *to provide educational opportunities to further Members' technical and policy understanding of the industry;*
 - √ *to develop public policies and public positions in the best interest of the Members and to seek legislative and regulatory consideration of issues of general benefit to the Members, where and when appropriate;*
 - √ *To assist Internet development activities in Africa region, relating to the above objectives.*

C. Term

- C. 1. Commencement & term: This agreement commences upon the membership date and is effective for one year.
- C. 2. Renewals:
1. The Member may renew its membership by paying the Company the renewal fee by the due date. By renewing its membership, the Member will be deemed to have agreed to the terms of the Standard AfriNIC Membership Agreement as it exists at the time of renewal.
 2. If the Member fails to renew its membership within 30 days of the due date, then the Company may, by written notice to the Member, revoke all of the Member's rights under the "AfriNIC Documents" (See "AfriNIC Definition document" – www.afrinic.net/documents/definition.htm).
- C. 3. Termination upon insolvency event: If there is an insolvency event then the Company may by written notice immediately revoke all of the Member's rights under the AfriNIC Documents and terminate this Membership Agreement.

D. Obligations

- D. 1. The Company's obligations: The Company must:
3. establish and maintain mechanisms which support open communications within the Africa Internet community, for the development of policies and procedures relating to Internet resource management;
 4. promote and support training and educational activities relating to development of Internet services and responsible management of Internet resources;
 5. undertake other activities as required by the Members in support of Internet development within the Africa region;
 6. consider all requests relating to the operations of the Company that are made by members either directly or through the Board of Trustee;

7. ensure that the Board of Trustee considers all requests relating to the operations of the Company that are referred to it either by the members directly or through the Company;
8. not disclose to any person (except to the Head office, Internet Administration Authorities, staff and contractors performing necessary work for AfriNIC who sign a non-disclosure agreement, or as legally required to do so) any confidential information which the Member provides to the Company;
9. maintain the AfriNIC Documents, and make all reasonable efforts to keep current versions of those documents publicly available on the Company's website.

D. 2. Member's obligations: The member must:

10. promptly pay all fees and charges due to the Company in accordance with the AfriNIC Fees schedule;
11. not provide any information to the Company which is false or misleading;
12. inform the Company as soon as possible of any changes in material information which the Member has previously supplied to the Company;
13. comply with this agreement and all AfriNIC Documents.

D. 3. Liability and indemnity: The Member and the Company acknowledge that the following clauses D.3 (i) and D.3(ii) are essential in order to protect the membership as a whole and the Company's ability to pursue the aims expressed in Section B.

14. To the extent permitted by law, the Company excludes all liability to the Member arising out of or in connection with this agreement, the AfriNIC Documents or delegated resources. This exclusion applies, without limitation, to all liability in contract or tort for actions or omissions of the Company and its employees, agents, and contractors.
15. The Member indemnifies the Company against the full amount of all expenses, losses, damages, and costs that the Company may incur as a result, whether directly or indirectly, of any breach of this agreement or any AfriNIC Document by the Member, its employees, contractors, or agents.

E. Notices, responses, and appeals

E. 1. Notice

16. If the Company reasonably believes that the Member has breached this agreement or any of the AfriNIC Documents then the Company must send a written notice ("Notice") to the Member.
17. The Notice must:
 18. describe the nature of the breach that the Company believes has occurred, and the course of action necessary to remedy the breach;
 19. specify a reasonable period for the Member to provide a response to the breach notice within the terms of clause E.2, or to take the action necessary to remedy the breach;
 20. and advise the Member of the Company's intended action if the breach is not remedied.

E. 2. Response to Notice: The Member must, by the time specified in clause E.1 (ii)(b) send the Company a response to the Notice detailing that either:

21. the Member has not committed the breach; or
22. the Member has remedied the breach in accordance with clause E.1(ii)(a); or
23. exceptional circumstances exist which justify the Company retracting or revising the Notice.

E. 3. Subsequent actions: If the period specified in clause E.1(ii) (b) expires and, taking full account of any responses received under clause 4.2, the Company reasonably believes that the breach has not been remedied then the Company may, in its discretion, either send the Member:

24. a subsequent Notice as described in section E.1 (ii); or
25. a written notice immediately revoking some or all of the Member's rights under the AfriNIC Documents (including, without limitation, delegated resources); and/or immediately terminating this Membership Agreement.

E. 4. Appeal to the Board of Trustee ("BoT"): If the Member believes that the Company has failed to adequately consider all relevant circumstances or has acted unreasonably in sending a revocation notice under clause E.3 (ii), then the Member may appeal to the BoT, which must consider the appeal within 30 days. If the BoT decides that the Member's appeal is justified then the Company will withdraw the revocation notice.

E. 5. Acknowledgment by Member: The Member acknowledges that:

26. if the Member receives a notice under clauses C.2(ii) or E.3(ii) then the Member must immediately cease using the delegated resources specified in the notice; and

27. if the Member fails to comply with clause E.5(i), then subject to the court's discretion, the Company may by an injunction or similar remedy restrain the Member from using the relevant delegated resources.

F. General

F. 1. AfriNIC Documents: The Member agrees that:

28. the AfriNIC Documents may be amended from time to time in accordance with AfriNIC Policy Development process;

29. any such amendments are binding upon the Member;

30. AfriNIC Documents as they exist from time to time form an integral part of and apply fully to this agreement;

31. if the membership is either terminated or not renewed, the Member shall continue to be bound by the provisions of this agreement and other AfriNIC Documents to the extent that the provisions relate to the use of resources or disputes arising from this agreement or any other AfriNIC documents.

F. 2. **This agreement will automatically becomes invalid as soon member requests resources from AfriNIC and signs the registration Service agreement.**

F. 3. Governing law: The Member agrees that:

32. This agreement is governed by the laws of Republic of Mauritius.

33. Subject to the Dispute Resolution Document, the Member and the Company irrevocably submit to the exclusive jurisdiction of the courts of Republic of Mauritius.

F. 4. To the extent not excluded by law: The rights, duties and remedies granted or imposed under the provisions of this agreement operate to the extent not excluded by law.

Agreed The company:

Name of Company

Name of Signing Official and Title

Email and Phone Number of Signing Official

Mailing Address of Signing Official:

Suite and Street: _____

City and State: _____

Zip Code: _____ Country: _____