TERMS AND CONDITIONS FOR USE OF DOMAIN NAME, WEB HOSTING AND EMAIL SERVICES BY END USERS

PLEASE READ THIS TERMS AND CONDITIONS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING OUR LEGAL RIGHTS, RESPONSIBILITIES AND REMEDIES. BY TICKING AGREED, YOU AGREE TO AND SHALL BE BOUND BY THE TERMS AND CONDITIONS HEREIN BELOW.

ARTICLE 1

DEFINITION

The following terms and abbreviations shall have the meaning herein assigned to them.

1.1.   Domain Name: - means a .et domain name or sub-domain name that ends by ccTLD et extension;

1.2.   Domain Name registration service: - means the registration by ethio telecom of a Domain Name in the Registry, in the name of the Registrant;

1.3.   Domain name extension - By 'extension' mean the suffix of the domain,

like .et .com.et, .net.et, .org.et, .gov.et ..edu.et, .tv.et, .etc..

1.4.   Web hosting service: - shall mean A Registrant's web information and data that is hosted by ethio telecom in accordance with these Terms of Service.

1.5.   Email service: - shall mean is a method of exchanging messages ("mail") between people using electronic devices

1.6.   Email Address: - An email address provided by ethio telecom in accordance with these Terms of Service.

1.7.   Customer /Users: - shall mean a natural or legal person which subscribed to use the services mentioned under this contract.

1.8.   Registrant: - means a Person or an organization who is listed in the Registry and hosting system as the registrant of a service;

1.9.   Content: - shall mean all materials, information, data or code that customer upload, store, transmit, receive or process in connection with the Services.

1.10.   Service/s: - shall mean one of or all of the Domain name registration, web hosting or email services.

1.11.   2LD: - means second level domain that characterize a particular type or class, or which indicate the particular purpose, of the customer. Those domains also indicate the types of organization or business.

1.12.   Restricted zone 2LD: - are domain names that are restrictedly given for company or governmental offices for specific purpose.

1.13.   ccTLD: - means country code top level domain

1.14.   Registration Date: - means the date a Domain name, web hosting and Email services has been activated within the Registry system;

1.15.   Share hosting service: - It refers to a setup where multiple sites are hosted together on the same server where All accounts will share the available resources with all the other accounts on the server. These include CPU time, memory, and disk space.

1.16.   VPS hosting service: - refers to a service that mimics a dedicated server but is within a shared hosting environment. On a Virtual Private Server, not all resources are shared. The overall CPU time and memory are shared across all accounts on the machine, but at the same time, portions of those resources are always dedicated to each account.

1.17.   Dedicated server hosting: - is a hosting service where the server is exclusively rented by customer and their website is the only one stored on the server.

1.18.   Email service: - is a service Email that enable enterprise/individual customers to establish and promote their business brand, stay organized, and easily access their information from any device. It also enables to add a layer of professionalism with business email that matches their brand, domain base Email.

ARTICLE 2

THE PURPOSE OF THE CONTRACT

The purpose of this contract is to regulate the terms and conditions under which customers of ethio telecom can subscribe to and utilize Domain name registration, web hosting and email services provided by ethio telecom or any person/ entity/ assigned by it.

ARTICLE 3

RIGHT AND OBLIGATION OF ETHIO TELECOM

3.1.   ethio telecom will provide the service within specified time up on payment of the required fees by the customer.

3.2.   ethio telecom shall have the right to supervise, control, regulate and take all other necessary measures on the use of the services by the customer.

3.3.   ethio telecom, its directors, officers, employees, agents, consultants or subcontractors shall have the right to use, reproduce, transmit or delete (as appropriate) customer's content in such a manner as may be necessary to enable ethio telecom perform the Services and otherwise exercise any right or perform any obligations under this contract.

3.4.   ethio telecom shall not have any responsibility to monitor the content and assumes no responsibility for customer's Content or the content of its other customers.

3.5.   Without prejudice to article 3.4, ethio telecom shall have the right to investigate customer's Content and block access to, refuse to host, or remove any information or material that it deems to be in breach to terms and conditions of this contract or relevant law of Ethiopia.

3.6.   ethio telecom shall have the right to verify, check and demand documentary confirmation of customer's identity.

3.7.   ethio telecom is entitled at any time and from time to time during the Term to verify:

3.7.1. The truth, accuracy and completeness of any information provided by the customer, whether directly, through any of the customer's of Record or otherwise; and/or

3.7.2. The compliance by the customer with the provisions of the Agreement. The customer shall fully and promptly cooperate with ethio telecom.

3.8.   ethio telecom may, in its sole and absolute discretion, change or modify this terms and condition, and/or any policies or agreements which are incorporated herein, at any time. Such changes or modifications shall be effective immediately upon posting to the Site/portal. Your use of the Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised.

3.9.   ethio telecom assumes no liability or responsibility for customer's failure to receive an email or SMS notification if such failure results from an inaccurate email and SMS address.

3.10. ethio telecom shall have the right to terminate customer's use of Services for any violation or breach of any of the terms of this Agreement by the customer.

ARTICLE 4

RIGHT AND OBLIGATION OF CUSTOMER

4.1.   Customer shall provide the following information and any other requested information in order to process the registration: Customer name, Customer company name, mailing address, telephone number, fax number and e-mail address;

4.2.   Customer shall have the responsibility to ensure and shall not display or transfer any of the enumerated and related contents stated under this contract on its the web space.

4.3.   In addition to the contractual liability for breach enumerated under this contract, customer shall be liable under the relevant civil and/or criminal laws of Ethiopia for transferring unauthorized, illegal or prohibited contents.

4.4. Customer shall not conduct or engage on the following unauthorized activities but not limited to;

4.4.1. Break, contravene, infringe or violate any applicable laws of Ethiopia and/or international conventions signed and ratified by Ethiopia.

4.4.2. Break, contravene, infringe or violate any intellectual property rights or any other third party;

4.4.3. Spread or upload contents which are;

4.4.3.1. defamatory, slanderous or libelous contents;

4.4.3.2. Are harassing or threatening;

4.4.3.3. Are discriminatory based on gender, race, age or promotes hate;

4.4.3.4. Contain viruses or other computer programming defects which result in damage to the server/s of ethio telecom or any third party.

4.5. The Customer shall only use properly licensed third-party software in relation to the Service.

4.6. Customer shall only use the domain main for the purpose for which the domain name is given.

4.7. For the content or services used by the customer by accessing websites and networks worldwide, the customer shall conform with the instructions issued by those websites and networks relating to the use of those services.

4.8. Customers may transfer their domain from any registrar to ethio hosting and DNS system and vice versa.

4.9. Customer is responsible for ensuring that it has made back-up files using the Back-up facility provided as part of the Service via the Web Hosting Control Panel. Ethio telecom shall not in any manner be liable for lost, damaged or destroyed files of the customer.

ARTICLE 5

CUSTOMER ELIGIBILITY CONFIRMATION

5.1. The service/s of this contract are available to customers who can form legally binding contracts under the Ethiopian law. The type of customer who can subscribe the specific service of this contract shall be as stated/communicated under ethio telecom website or other communication channels.

5.2. By using this Site(portal)of Ethio telecom and/or the Services, you/ customer represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under the Ethiopian law, or (iii) is not a person who is legally or judicially interdicted or barred from purchasing or receiving the Services or conducting legally binding transactions on any other ground based on the relevant laws of Ethiopia or other applicable jurisdiction.

5.3. If you/customer are a legal person or representative of a legal person entering in to this contract, you represent and warrant that you have the legal authority(authorization) to bind such corporate entity to the terms and conditions contained in this contract, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity.

5.4. If, after your/customer's electronic acceptance of this Agreement, Ethio telecom finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. Ethio telecom shall not be liable for any loss or damage resulting from Ethio telecom reliance on any instruction, notice, document or communication reasonably believed by Ethio telecom to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, ethio telecom reserves the right (but undertakes no duty) to require additional authentication from you.

ARTICLE 6

INFORMATION PROVIDED FOR SERVICE REGISTRATION AND ITS USE

6.1. Customer shall represent and warrant that any information provided by it about itself is true, and customer shall maintain and promptly update such information to keep it true and updated.

6.2.   Ethio telecom shall have the right to communicate with customer regarding the Services and customer's use of the Site/portal. Customer shall consent to ethio telecom's use of any contact information that you provide to ethio telecom in doing so.

6.3.   Ethio telecom reserves the right to use or transfer the information/date that you/customer provided or recorded in the system for its internal usage, research/marketing purposes, when required by legally mandated authorities or for any other related purposes.

6.4.   Any attempt to undermine or cause harm to a server, or customer, of ours is strictly prohibited.

6.5.   when a username and/or a password if given for the purpose of accessing certain features of the Services or certain features of the Site, customer shall be responsible for all activities conducted under that username or password and shall take all necessary steps to ensure that no one other than you uses that username or password and that password is kept confidential. If customer has any reason to believe that any password assigned to it has become known to or been used by any other person, customer shall inform ethio telecom immediately.

ARTICLE 7

CONDITIONS FOR DOMAIN NAMES REGISTRATION SERVICES

7.1.   Customer who is using a domain name service shall be solely responsible for maintaining the service including but not limited to; ongoing maintenance, control and use of any domain name registered in customer's name and for any fees or taxes associated with its maintenance.

7.2.   Registration of a domain name for which several valid requests are received shall be treated in the chronological order of registration (first come, first served) in which they are received by the registry system.

7.3.   The following 2LDs domains are specifically given for organizations or governmental offices depending on the classification made here under;

7.3.1. . edu.ET: reserved for schools and academic organizations including universities, public and private schools, colleges and educational institutions, and accredited training academies.

7.3.2. . gov.ET: reserved for government bodies and institutions in Ethiopian

7.3.3. . mil.ET: reserved for military authorities of Ethiopia.

7.4.   The following domain names shall be considered as other domain name extensions.

7.4.1. . com.ET: for commercial entities.

7.4.2. .net.ET: for information and communications technology (ICT) network operators and service providers.

7.4.3. . org.ET: for not-for-profit organizations present, including non-governmental organizations, trade associations, sporting organizations, charitable organizations, and religious organizations.

7.5.   ethio telecom shall have the right to add other classifications and/or amend the existing classification of restricted 2LDs and/other domain name extensions at any time.

7.6.   Customers who wish to purchase domain names under restricted zone based on the classification made by ethio telecom, shall meet the eligibly criteria set by ethio telecom.

7.7.   The restricted and other domain name extensions shall only be registered by the type of organizations as indicated under this contract.

7.8.   Where customer other than the indicated type of organization in the restricted and other domain name extension catalogue is found to register the domain and/or use the domain name for other purpose than it was given, the customer shall solely be responsible for any damage and ethio telecom shall have the right to take any measure as indicated under this contract.

7.9.   Any renewal, transfer, modification or deletion of, and any other request or transaction with respect to, a Domain Name Registration by the customer shall be made in accordance with this Term and condition. Ethio telecom will notify the Registrar/customer of Record of any renewal, transfer, modification, deletion or other transaction regarding a Domain Name Registration.

7.10.   Customer shall also be responsible to maintain its domain name registration including but not limited to; (i) renewing the registration and ensuring that it does not lapse; and (ii) addressing any issues relating to your domain name. ethio telecom is not responsible for doing so unless you paid in advance for ethio and apply for auto renewal of the service.

7.11.   Ethio telecom shall not guarantee that;

7.11.1. a proposed domain name is available for registration or that a registrar will register it;

7.11.2. shall not assist with the registration on customer's behalf of a proposed domain name in any cc top-level or second-level domain unless expressly directed by customer to do so; and/or

7.11.3. May but is not obligated to inform customer of any proposed or new top-level or second-level domains.

ARTICLE 8

REDEMPTION OF DOMAIN NAMES

8.1.   If customer's domain was registered with Ethio telecom and has expired, but customer wishes to recover the domain, ethio telecom may be able to recover the domain if it is still within the redemption period. the redemption period shall be as set and communicated by ethio telecom.

8.2.   To recover a domain name that has expired but which is still within the redemption period, Ethio telecom shall have the right to charge a redemption fee. The domain redemption fee does not include the registration price of the domain that will still need to be paid to register the domain for the next year.

8.2.1. If the domain name is not renewed or acquired during the redemption period, it will be made available again to the general public after the redemption period completes.

8.2.2. Only domains that have been registered with ethio telecom can be re-registered after expiration of the domain. If the domain that has expired was registered at another company, customer will need to contact that registrar

ARTICLE 9

CONDITION FOR WEB HOSTING AND E-MAIL SERVICE

9.1.   Customer should have Linux and Window operating system option, or any other operating system option recommended by ethio telecom.

9.2.   Customer shall have the right to choose from share hosting, VPS and dedicated hosting packages provided by ethio telecom.

9.3.   Customer may transfer/host their website to Ethio telecom server, where originally hosted somewhere else.

9.4.   The Hosting Services shall be Available, other than for "Scheduled Maintenance".

9.5.   Customers who subscribed for shared hosting service may be given a demo offer to try the hosting service for one month before subscribing for the product.

9.6.   Customers who chose a shared web hosting service;

9.6.1.   shall have the right to upgrade or downgrade the package.

9.6.2. Shall have the right to change their subscription from shared hosting to VPS or dedicated hosting;

9.6.3. can make use of the File manager feature of the system, which enable easy way of uploading, removing, copying, moving, extracting files.

9.6.4. If Customers bandwidth or disk space utilization causes any concern, the system will notify the customer with an email or SMS asking the customer to reduce usage. The system shall provide at least 24 hours' notice to allow customers to make adjustments before any corrective action will be taken.

9.7.   Ethio telecom shall have the right to review every shared hosting account for excessive usage of CPU, disk space and other resources. If Customers bandwidth, disk space or other resources utilization causes any concern and the customer did not make immediate adjustment after being notified by ethio telecom, ethio telecom shall have the right to terminate access to the Services, apply additional fees, or move it to another server or remove or delete User Content of the customer account.

9.8.   Customer who chose the virtual private server (VPS) hosting;

9.8.1. May use a control panel to their website development and file manage or use command methods to perform the same activities.

9.8.2.   May manage their own disc space or ethio will provide the management tools, i.e. manage, self-manage option will be provided.

9.9.   customers under the dedicated hosting service have full root and admin access, including control over everything from security to operating system.

9.10.   Customers using an email service;

9.10.1. will be provided an administrator login page so that they can manage their mail domain.

9.10.2. May use their existing domain name and create their email account or order a new domain name.

9.10.3. May purchase a number or a mixture of a package.

9.10.4. Domain name for email service is free for the first year only, starting from the 2nd year, customers shall settle the yearly payment set for the domain name.

ARTICLE 10

FEES AND CHARGES

10.1   The Service Charge shall be those published on ethio telecom portal at the address: https://myportal.ethiotelecom.et/

10.2   The Annual Fee for the Service shall be paid by the Customer in advance by using the Ethio telecom bank account or any other payment methods as communicated on the portal.

10.3   Customer/s settling its service charge in foreign currency(USD), shall also pay for the bank transfer service charge.

10.4   Ethio telecom shall only activate the service after verifying that the customer has settled its annual payment in advance.

10.5   Ethio telecom will send an email notification 45 days before the end of the paid year for the customer to deposit in advance its next year annual payment. The email reminder will continue to be sent once a week until the end of the paid year.

10.6   If the customer using DNS service failed to settle the upcoming annual fee in advance, ethio telecom will suspend the service for 90 days after the end of paid service period. ethio telecom shall have the right to delete the registered domain name from the server and/ or transfer the domain name to another customer after the end of the suspension period.

10.7   Customer who is subscribed for DNS service shall have the right to request ethio telecom to reserve its domain name for 15 days until it settles its charges in advance. If the customer failed to settle its charges within the period of reservation the right given to ethio telecom in article 10.6 shall be applicable.

10.8   If the customer using shared hosting, VPS hosting and mail service, settled payment within the deadline, the customer shall continue using the service but if the customer didn't settle its yearly rent bill, the service shall be suspended for one month and shall be deleted from the server immediately.

10.9   If the customer using dedicated hosting service, settled payment within the deadline, the customer shall continue using the service but if the customer didn't settle its yearly rent bill, the service shall be deleted from the server immediately.

10.10   Any changes to the value of the Service Charge shall be notified by e-mail to the Customer and shall take effect from 30 days of this notification.

10.11   In no circumstances are refunds available for domain name registrations except for domain name transfer requests that have failed.

10.12   Ethio telecom shall have the right to delete the domain name from the server and/or transfer the domain name to another customer where the customer using the domain name fails to settle its payment in due time.

ARTICLE 11

CUSTOMER SUPPORT HELPLINE

11.1   The Customer can contact ethio via Live Help, the Helpdesk or via e-mail to support@ethiotelecom.et or call 994.

11.2   The Customer agrees that ethio telecom shall offer telephone support as part of the Service only once the Customer has placed a call on the Helpdesk & can quote a Helpdesk reference to assist in the rapid diagnosis of the problem.

11.3   Ethio telecom maintains a list of frequently asked questions and technical support articles relating to the Hosting Services on the Site.

11.4   Ethio telecom will provide technical support relating to the Hosting Services via its help desk.

11.5   The help desk can be reached by: (i) telephone; (ii) email; and/or (iii) chat. The email address and the telephone number that you should use are set out on the Site.

11.6   Ethio telecom will use commercially reasonable efforts to resolve each problem reported to ethio telecom help desk and verifiable as being a problem or deficiency with the Hosting Services.

11.7   Customer that reported a problem to ethio telecom help desk, shall provide the following but not limited to:

11.7.1 (i) any assistance reasonably necessary to allow ethio telecom to verify and resolve that problem; and/or

11.7.2   (ii) all information that customer can reasonably able to provide with respect to any problem

11.7.3 . Billing and account support are available via the web-based tool that ethio telecom provides to you to manage your account.

ARTICLE 12
 UNLAWFUL, ILLEGAL AND UNAUTHORIZED USE

12.1   The customer shall not use the service or ethio telecom's technology infrastructure in any manner that is unlawful, illegal, disruptive or inappropriate.

12.2   The customer shall be responsible for any inappropriate use of the service such as;

12.2.1 For any use or behavior that may jeopardize ethio telecom products, services, technology infrastructure or ability to operate.

12.2.2 Use of the service by accessing in unsecure environment, unwanted programs or material viruses which may give unauthored access or damage its device and information stored on it. Ethio telecom shall not be responsible in any way for such authorized access damage to or loss of information on the device.

12.2.3 Service use that interfere with the services and /or disrupt or damage the servers that ethio telecom provides to its other customers

12.2.4 Using the service for attacking computer systems, networks or internet users and defacing websites, including but not limited to IP scanners, brute force programs, spam scripts, executables, mail bombers or other tools or applications

12.2.5 willfully bypass or subvert the physical, logical or procedural safeguards such as firewalls, web-filtering software or other access controls used by anyone to gain unauthorized access to anyone's technology infrastructure or distributing computer programs designed to assist in doing so;

12.2.6 operate file dumps / mirror scripts (like rapid share), anonymous or bulk SMS Gateways or fraudulent sites including but not limited to sites listed at aa419.org and escrow-fraud.com;

12.3   The customer shall not use the Services or ethio telecom technology infrastructure in any manner that interferes with or disrupts ethio telecom and other customers such as;

12.3.1 Generating a daily, weekly or monthly volume of network traffic that is excessive in relation to amount of network traffic typically generated by ethio telecom other clients who have purchased similar hosting services; or

12.3.2 infringe any person's copyright or other intellectual property right (including unlicensed or improperly licensed applications, music, games or other materials);

12.3.3 Generating spikes in network traffic usage that are out of proportion (in volume or frequency) to those typically generated by ethio telecom other clients who have purchased similar hosting services; or

12.3.4 Consuming CPU or other processing resources on a daily, weekly or monthly basis in a manner that is excessive in relation to amount of network traffic typically generated by ethio telecom other clients who have purchased similar hosting services; or

12.3.5 running peer-to-peer applications, peer-to-peer file sharing, proxy servers, bit torrent, online gaming servers, proxy server network, interactive relay chat (IRC), interactive chat applications, membership or community sites, file sharing, video sharing, photo sharing or other resource intensive services or applications; or

12.3.6 Using disk space to store materials unrelated to or unnecessary for the operation of the web site for which the Hosting Services were purchased (i.e. using disk space for data warehousing, email storage, backups of emails accounts, backups of all or part of any computing, telecommunications or mobile device or other forms of mass data storage); or

12.3.7 Sending any commercial electronic messages promoting the web site or otherwise directing attention to the web site to any recipient without the recipient's consent

12.3.8 Any spam originating from a server located on ethio telecom's network or associated with ethio telecom server is not tolerated. This includes any email that promotes websites hosted on a server located on the ethio telecom network, but which is sent from an email address not associated with ethio telecom account

12.4 The customer shall not use the service or ethio telecom's technology infrastructure in any manner that is unlawful, illegal which the creation, collection, transmission, storage or exchange of any material is in violation of any Ethiopian or international law or regulation.

12.5 Unlawful, illegal or inappropriate use includes such as using the Services to possess, store, view, download, transmit, distribute (by any peer-to-peer service or otherwise) or traffic any materials/contents that such as but not limited to;

12.5.1 Include child pornography and/or promote, sell or otherwise disseminate adult related material, pornography or other erotic material that contains nudity or other content;

12.5.2 Willfully promote hatred against or defame any identifiable individual, group or other organization; including but not limited to promoting hate, violence, or intolerance based on gender, marital status, national origin, religion, language, age or disability;

12.5.3 Encourage hatred, violence or discrimination

12.5.4 Clash with religious or freedom of political convictions

12.5.5 Contravene with people's security, peace, health, education `or peoples moral;

12.5.6 Encouraging the commission of crimes or offences or inciting to the consumption of banned substances;

12.5.7 Don't respect the social and traditional values of the society and not infringe the legitimate interests of consumers;

12.5.8 Undermines the respect for human dignity;

12.5.9 Instigates chaos, violence, terror, conflict or fear among people;

12.5.10 with obscene written message, image, picture, film or similar presentation;

12.5.11 Deceives another by means such as invoking spirits, magic or sorcery, consulting horoscopes or astrology, by interpretation of dreams, soothsaying, chirography, divining or by any other means of exploiting human credulity.

12.5.12 Promote gambling, lotteries and batting in the violation what is provided under the criminal code of Ethiopia.

12.5.13 Are in violation of any applicable, national or international laws, or regulation

12.6 As these prohibitions are regulated by law the customer is legally responsible to respect them and the customer acknowledges that violation to these prohibition entails criminal liabilities in addition to contractual liabilities.

12.7 Ethio telecom reserves the right to investigate suspected breaches of the unacceptable/unauthorized use of the service. The customer shall cooperate with ethio telecom when asked to assist in any such investigation.

ARTICLE 13

LIMITATION OF LIABILITY

13.1   ethio telecom shall not be liable, under any circumstances, for any of the following events;

13.1.1 use of customer's service registration;

13.1.2 Interruption of business as a result of loss of service for whatever reason;

13.1.3 Access delays or access interruption to the web site or to the service registered

13.1.4 Data non delivery, miss delivery, corruption, destruction or other modification

13.1.5 Application of any similar government policies

13.2   Ethio telecom shall not be liable for any indirect, special, incidental or consequential damage of any kind (including lost profits) even if ethio telecom has been advised of the possibility of such damage.

ARTICLE 14
ASSIGNMENT AND TRANSFER

The customer shall not assign, transfer, or sublease the service without prior written consent of ethio telecom.

ARTICLE 14
GOVERNING LAW

The construction, validity and interpretation of this agreement shall be governed by the laws of Ethiopia.

ARTICLE 16
DISPUTE SETTLEMENT MECHANISM

For any dispute, controversy, difference or claims arising out of the execution of this agreement efforts will be made to settle the case amicably. In case of failure to settle the dispute amicably, the dispute shall be referred to the competent court in accordance with the pertinent laws of Ethiopia.

ARTICLE 17
TERMINATION AND SUSPENSION OF THE CONTRACT

17.1   Ethio telecom shall have the right to immediately without prior notice, terminate the agreement and revoke/delete the registration and the domain names on the following grounds;

17.1.1 Pursuant to a decision from a court, regulatory authority, or a recognized alternative dispute resolution (ADR) tribunal or body;

17.1.2 Pursuant to a settlement concluded in or out of court by the customer and the party or parties claiming superior rights to the registered domain name that directly instructs the registry manager to revoke the registration;

17.1.3 If the customer assigns or transfers to third party without the consent of ethio telecom.

17.1.4 If the customer has used the service for illegal, unlawful or unauthorized purpose base on this contract or any other applicable law of the country.

17.1.5 If customer is declared bankrupt or becomes subject to an order of liquidation, or, in the case of an individual registrant, dies.

17.2   Ethio telecom shall have the right to terminate the contract and revoke/ delete the registration and domain name by granting 30 days prior notice to the customer unless the customer in breach remedy the violation during that period and satisfy ethio telecom that such violation has been remedied. Where;

17.2.1 the customer violates any if its obligations under this contract or contravenes any law of Ethiopia.

17.2.2 Fails to pay fees in accordance with this contract.

17.2.3 If ethio telecom is unable to provide the service for technical reason and fraudulent purpose

17.3   Both parties may terminate the agreement for any reason by granting 60 days prior notice

ARTICLE 18

TERM OF THE CONTRACT

This contract shall remain to be valid for 1 (one) year. The contract shall be considered as tacitly renewed for another 1 (one)year period unless terminated by either of the parties before the end of the first period.

ARTICLE 19

DOCUMENTATION TO BE PART OF THIS AGREEMENT AND VALIDITY OF ELECTRONIC COPY

19.1   Both parties have acknowledged that ethio telecom service rendering policies, manuals and guidelines shall be considered as part and parcel of this contract.

19.2   Both parties have acknowledged and agreed that the electronic scanned copy of this agreement suffice to be valid evidence for legal purpose.