Saudi Domain Name Registration Regulation

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1. Definitions

The terms and expressions defined in the Telecommunication Act and in its Bylaw shall have the same meaning in this regulation. In addition, the terms and expressions set out in this regulation shall have the following meanings assigned to each of them:

1- SaudiNIC: Saudi Network Information Center at CITC is the registration authority for the Saudi ccTLDs. SaudiNIC is responsible for providing Registration Services for the Saudi ccTLDs, as well as formulating and implementing policies procedures with regard to the Saudi ccTLDs and managing and operating their registries.

2- SaudiNIC website: the internet address (www.nic.sa) through which SaudiNIC publishes information with regard to Saudi domain name registration services and provides its registration services.

3- Registration Services: Services provided by SaudiNIC related to the registration of a Saudi domain name, including but not limited to registration, modification, renewal, suspension, deletion or transfer of a domain name.

4- Service Request: An online form, available on the SaudiNIC website, used to request Registration Services. This includes actions taken by a Registrant on a password-protected area.

5- Registrant: A natural person or a legal entity that requested, or will request, directly or through a third party registration services, including the current holder of a Saudi domain name

6- Administrative Contact: A natural person, based in Saudi Arabia, who is designated by the Registrant in the Service Request. The Administrative Contact shall be authorized to represent the registrant at SaudiNIC and CITC for matters related to all domain names issues, including requesting and obtaining registration services, responding to domain name objections, and coordinating any financial

matters. The Registrant must provide and maintain a valid and complete Administrative Contact information, including a correct, valid and functional mobile phone number and e-mail address.

7- Saudi ccTLDs: The country code Top-Level Domains (ccTLDs) that are managed by SaudiNIC, including:

- The Saudi ASCII ccTLD: which consists of two letters (sa). It the first label on the right in any Latin Saudi Domain Name.
- The Saudi IDN ccTLD: The Arabic word (السعودية) which represents the short name of the (Kingdom of Saudi Arabia). It is the first label on the left in any Arabic Saudi Domain Name.

8- Saudi Domain name: any domain name (in Arabic or Latin) under the Saudi ccTLDs (referred here in this document for short as domain name).

9- Latin Domain Name: Is the name composed of several ASCII labels separated by dots, and takes one of the following forms:

- A 2nd Level Latin Domain Name (2LD domain), e.g., (example.sa), the label (sa) is the first level from the right; or
- A 3rd Level Latin Domain Name (3LD domain), e.g., (example.com.sa), the first two labels from the right should be one of the sub level Saudi ASCII ccTLDs such as (gov.sa) or (com.sa.)

10- ASCII Label: A sequence of characters (a-z) not case sensitive, numbers (0-9) and the hyphens symbol (-) used to create a Latin domain name.

11- Arabic Domain Name: refers to one or both of the standard two representations of an Arabic domain name:

- The Arabic representation: composed of two Arabic labels separated by a dot (e.g. موقع.السعودية) , where (السعودية) is always the first level from the left; or
- The ASCII representation: composed of two ASCII labels separated by a dot corresponding to the Arabic representation where (xn--mgberp4a5d4ar) is always the first level from the right.

12- Arabic Label: A sequence of characters (e.g., Arabic alphabet , digits, and the dash (-)) used to create an Arabic domain name.

13- Corresponding ASCII label: A sequence of ASCII characters which is used to represents the Arabic Label on the Internet. It is always prefixed with the string (xn--) and is generated using the standard IDNA algorithm through which the two labels (Arabic and ASCII) are interchangeably get converted correctly.

14- This Regulation: This "Saudi Domain Name Registration Regulation", including any changes and modifications done to it.

2. General rules

2/1 This Regulation defines policies, terms and conditions for the domain name registration under the Saudi ccTLDs.

2/2 Registration services are provided only to the following categories:

1. An entity physically located in Saudi Arabia;
2. A natural person, not underage, with a Saudi national identification card or equivalent document issued by the Ministry of Interior of Saudi Arabia;
3. An entity with a registration or license issued by a pertinent authority in Saudi Arabia;
4. An owner of a trademark or trade name that is registered in Saudi Arabia.

2/3 Arabic domain names may be registered under the Saudi IDN ccTLD by any natural person or legal entity.

2/4 2LD or 3LD Domain names may be registered within the Saudi ASCII ccTLD according to the following:

1. (.sa) Dedicated to any natural person or legal entity. It is considered as a 2LD Latin domain name.
2. (.com.sa) Dedicated only for entities that provide commercial services with a valid Commercial Registration (or equivalent) issued by a pertinent authority in Saudi Arabia (e.g., Ministry of Commerce and Industry (MOCI); or for locally registered trade names and/or trademarks with MOCI.
3. (.edu.sa) Dedicated only for educational and training institutions that provide services directly to students (e.g., schools, universities, training institutes) with valid licenses issued by a pertinent authority in the Kingdom of Saudi Arabia (e.g., Ministry of Education, Ministry of Higher Education, Technical and Vocational Training Corporation).

4.   (.sch.sa) Dedicated only for kindergartens, elementary schools, secondary schools, and high schools with valid licenses issued by a pertinent authority in the Kingdom of Saudi Arabia (e.g., Ministry of Education).

5.   (.med.sa) Dedicated only for entities that provide health services (e.g., hospitals, medical clinics, pharmacies), with valid licenses issued by a pertinent authority in the Kingdom of Saudi Arabia (e.g., Ministry of Health).

6.   (.gov.sa) Dedicated only for governmental entities in the Kingdom of Saudi Arabia including ministries, authorities, and general agencies.

7.   (.net.sa) Dedicated to entities that provide information technology services, communications services, media services, or postal services (e.g., ISPs, web hosting, TV and news media), with valid licenses issued by a pertinent authority in the Kingdom of Saudi Arabia (e.g., Communications & Information Technology Commission, Ministry of Commerce and Industry, or Ministry of Culture and Information).

8.   (.org.sa) Dedicated for non-profit organizations in the Kingdom of Saudi Arabia, including societies, charities, clubs, embassies, conferences and public organizations.

9.   (pub.sa) Dedicated only for individuals.

3. Application Requirements

3/1 Registrant who wishes to obtain any Registration Services shall submit a Service Request in accordance with procedures established by SaudiNIC. The Service Request should contain valid, accurate and up to date information.

3/2 A Registrant must comply with all CITC and SaudiNIC policies, rules and procedures with regard to Service Requests. By submitting a Service Request, a Registrant is deemed to be aware of the terms and conditions of this Regulation and to have accepted them without reservation. A Registrant shall be responsible for any errors made in the Service Request.

3/3 By acting on the Registrant behalf, the Administrative Contact certifies that it:

1.   Is authorized to apply for SaudiNIC services on the Registrant behalf;
2.   Has notified the Registrant of the terms and conditions of this Regulation; and

3.   Will forward all communications and notices from SaudiNIC to the Registrant and vies versa.

3/4 A Registrant shall provide any documentation requested at any time by SaudiNIC in connection with the Service Request.

3/5 SaudiNIC may request from the Registrant at the time of the submitting the Service Request or during a period determined by SaudiNIC after registration, to provide at least two DNS servers with permanent IP connectivity to the Internet. Each DNS server must be capable of receiving queries for the domain name and responding thereto. The Registrant may contract a third party to provide these DNS servers in accordance with the provided requirements.

3/6 SaudiNIC may establish procedures to verify the validity of the documents and information in received Service Requests or existing domain name registration, or to confirm compliance with this Regulation and any other policies and statutes of CITC.

4. Warranties by Registrants

4/1 When submitting a Service Request, the registrant represents and warrants that it is one of the categories specified in clause (2/2) of This Regulation.

4/2 If the Registrant submits a Service Request of a 3LD domain under (.sa) listed in Section 2/4, the Registrant should meet the specific eligibility requirements.

4/3 Registrant is legally bound and shall comply with all terms and conditions of This Regulation, and any other SaudiNIC policies and procures, as well as documents and correspondence provided in connection with the registration of a domain name.

4/4 To act upon any domain name, as well as to complete its Service Request or to use it, a Registrant represents and warrants that it has the right to use the domain name, and that the domain name:

1.   Has a relationship to the Registrant, and it has not been registered or used in bad faith for the purpose of infringing on the rights of others
2.   Does not defame any person or entity
3.   The domain name applied for will be only used by the Registrant (or used by an underage on whose behalf the Registrant has applied), and the

Registrant will not allow any third party to use the domain name, whether for profit or otherwise, without the prior written consent of SaudiNIC.

4. Does not contravene any applicable laws in Saudi Arabia

4/5 It is the sole responsibility of a Registrant to ensure that all information for a domain name or a Service Request is complete, accurate and up-to-date. A Registrant shall inform SaudiNIC, according to SaudiNIC procures, of any changes, amendments or corrections to the information provided.

4/6 Any notices, messages, or notifications given to the Registrant by SaudiNIC under This Regulation will be deemed to have been given if delivered to the Administrative Contact in accordance with the contact information provided by the Registrant. SaudiNIC shall bear no responsibility for the non-receipt of any notification.

4/7 The Registrant agrees that certain information provided to SaudiNIC related to a domain name will be publicly accessible through the SaudiNIC WHOIS service or in any form, protocol or media deemed appropriate by SaudiNIC.

4/8 The Registrant agrees that it shall be bound by any rules, terms and conditions, and procedures issued by CITC related to Saudi Domain Names Objection Rules and Procedures, and is committed to their subsequent decisions.

5. Documentation from Registrants

5/1 In addition to the information provided in the Service Request, SaudiNIC, at any time, may request additional information and documentations from the Registrant. These additional information and documentations must be provided within the time period determined by SaudiNIC and according to the means of communication or format specified by SaudiNIC. A Registrant failure to provide any of such information or documentations within the period specified by SaudiNIC and in accordance with the request by SaudiNIC format shall be grounds for rejection, suspension or deletion of the Service Request.

5/2 Electronic messages, documentations, and correspondences exchanged between SaudiNIC and the Registrant in connection with a Service Request processing and any other records maintained by SaudiNIC shall be deemed to be evidence.

5/3 In the event of a dispute regarding the date or time of receipt or processing of a Service Request, the information on the SaudiNIC servers shall be definitive

6. Prohibited Activities

6/1 A Registrant may not register, use, or maintain a domain name, nor submit any Service Request related to it as a mean to do or to support any of the following activities:

1. Reselling or renting the domain name
2. Domain name warehousing.
3. Cyber-squatting or phishing other websites and services
4. Acquiring fraudulently personal or confidential information or other means of identification
5. Spamming or sending malicious e-mails
6. Hosting or distributing malware
7. Hijacking domain names
8. Cracking systems and networks, or perform denial of service attacks
9. Activities or content against the Islamic religion or Saudi laws and regulations (e.g., pornography, illegal drugs, alcohol, gambling and intellectual property piracy)
10. Activities classified as information crimes according to the pertinent regulations
11. Activities that are in violation of This Regulation or any SaudiNIC regulations and procedures.

6/2 After the approval of the CITC governor, SaudiNIC may add any additional prohibited activities to those mentioned in (6/1). In that case, it will be posted on SaudiNIC website

7. Registering Domain Names

7/1 The following conditions must be fulfilled for registering a Latin domain name:

1. An ASCII Label should be at least 2 and no more than 63 characters. The first and last character should be a letter or number. Labels shall not include two consecutive dash (-(characters.

2. Individuals may register personal names (using Latin characters), whether first or family name (e.g., Ahmad, Ali or Alfulani), under (.sa) or the (pub.sa) according to SaudiNIC terms and procedures.

7/2 The following conditions must be fulfilled for registering an Arabic domain name:

1. The Arabic Label should be at least 2 symbols.
2. The Arabic Label should have a valid Corresponding ASCII Label
3. The Arabic label should not start or end with a dash (-(and should not have two consecutive dashes.
4. The symbols representing the Arabic Label should comply with terms and conditions specified by SaudiNIC which include permitted characters and symbols to be used in registering Arabic domain names.
5. Individuals may register personal names (using Arabic characters), whether first or family name (e.g., Ahmad, Ali or Alfulani), according to SaudiNIC terms and procedures.

7/3 Domain names should have some reasonable relationship to the Registrant. SaudiNIC, at any time, may request the Registrant to prove it.

7/4 A domain name is merely an electronic address used on the Internet. A registered domain name does not confer any legal right or ownership to that name even with the existence of a trademark or trade name. A registered domain name is not itself a property that can be trademarked or trade-named in Saudi Arabia.

7/5 Reserved domain names will not be registered except to authorized entities based on roles and procedures issued by SaudiNIC.

7/6 SaudiNIC registers domain names on first come, first served basis, unless otherwise provided by special rules issued by SaudiNIC.

7/7 Domain names must not contain words, phrases, abbreviations or references that are obscene, scandalous, indecent, abusive, racist, or contrary to Saudi Arabia law or Islamic morality.

7/8 SaudiNIC may establish rules and procedures to resolve the problem of character variants within the Arabic language or with other Arabic based script languages (e.g., Persian, Urdu).

8. Reserved Domain Names

8/1 SaudiNIC has the authority to create and manage lists of domain names that are reserved or otherwise unavailable for registration, which may include but not limited to domain names that are numerical, geographical, names of religions, names contain words that are obscene, scandalous, indecent, abusive, racist, or contrary to Saudi Arabia law or Islamic morality, or name considered by SaudiNIC as undesirable or contrary to the public interest or otherwise unsuitable for registration.

8/2 SaudiNIC may establish rules and procedures to govern the creation and management of the reserve list.

8/3 When a name is removed from the reserve list, it becomes available for registration according to procedures issued by SaudiNIC.

9. Domain Names Objections

9/1 Any objections regarding SaudiNIC decision related to domain name registration shall be filed to CITC in accordance with its statutes. Objections will be handled according to CITC concerned statutes, including the Saudi Domain Names Objection Rules.

9/2 SaudiNIC is not an arbiter of any disputes arising on the rights to register any domain name. Also SaudiNIC is not obliged to verify whether a Service Request or the use of a domain name constitutes an aggression against a third party.

9/3 Neither SaudiNIC nor CITC is liable for any interruption of business, any direct or indirect damages of any kind (including material or moral), or otherwise when they fulfill their duties.

10. Modifications of Registration Information

10/1 It is the registrant sole obligation and responsibility - represented by the administrative contact - to update registration information through submitting a Service Request.

10/2 SaudiNIC may establish procedures to authenticate registrants for the purpose of providing online access to enable a registrant to modify its registration

information. SaudiNIC may take additional measures to verify the validity of the information in a Service Request for modification.

10/3 SaudiNIC may requestfrom the Registrant to update its information or to confirm its correctness.

11. Domain names Transfer

11/1 Although a domain name is not the property of a registrant, SaudiNIC may permit the transfer of a domain name to a third party, provided both the registrant and transferee are in compliance with the terms and conditions of this Regulation or the other rules and procedures issued by SaudiNIC.

11/2 SaudiNIC may request any relevant documents from both parties it deems necessary to transfer of domain name registrations.

11/3 SaudiNIC has the authority to reject a transfer request if the transfer seemed to be as a result of any of the prohibited practices mentioned in This Regulation, the necessary documents are not provided, or if the approval from both parties is not obtained.

11/4 SaudiNIC has the authority to issue any additional procedures to regulate the process of domain name transfer.

12. Rejection, Suspension and Deletion of Domain

Names

12/1 A registrant may submit a Service Request to delete or suspend a registered domain name. SaudiNIC has the right to take additional measures to verify the validity of the Service Request.

12/2 SaudiNIC reserves the right to reject a Service Request, suspend or delete a domain name from the registry at any time in any of the following cases:

1.   SaudiNIC finds any of the information supplied by the Registrant to be incomplete, incorrect or inaccurate
2.   The Registrant fails to provide any documentation requested by SaudiNIC.
3.   The domain name is not correctly hosted in the name servers.
4.   The Registrant fails to pay fees or dues owed to SaudiNIC

5. The Registrant fails to renew a domain name registration
6. The Registrant does not confirm the registration information when requested by SaudiNIC.
7. Upon the acceptance by CITC of an objection regarding the domain or a Service Request.
8. SaudiNIC receives an order from a pertinent Saudi authority, including any judicial authority.
9. SaudiNIC receives notice from any natural person or a legal entity that the registration or use of a domain name breaches a law, or a regulation issued by any government or regulatory authority, and it has been confirmed.

10. The Registrant, domain name or Service Request violate any of the terms and conditions of this Regulation or any policies and statutes of CITC.

11. SaudiNIC or CITC determine that rejection of a Service Request or suspension or deletion of a domain name is necessary to protect the public interest or any other rational reason.

12/3 SaudiNIC shall notify the registrant of the rejected, suspended or deleted domain name mentioning the reasons

12/4 SaudiNIC may reactivate a suspended domain name registration when the reasons for suspension become invalid or by a request form the registrant in case the suspension was done upon his request.

12/5 Suspended domain names are not available for registration and cannot be used for any electronic services. However, registration information should be available through WHOIS services during the suspension period.

12/6 A deleted domain name may become available for registration by other registrants in accordance with procedures established by SaudiNIC.

13. Registrants Information and Its Availability to the Public

13/1 SaudiNIC may collect information and documentation about registrants for the purpose of performing its duties and fulfilling its responsibilities. SaudiNIC may also collect other technical information; such visitors log for SaudiNIC website.

13/2 SaudiNIC may provide specific information about any domain name to the public through (Whois) or any other service.

13/3 SaudiNIC may determine the information that will be available to the public and modify it, as necessary, provided that the information is published on SaudiNIC website.

13/4 With the exception of the information available to the public, SaudiNIC will not reveal any documentations or information about any domain name except in the following cases:

1. As a prerequisite for the implementation of This Regulation, or other regulations issued by SaudiNIC.
2. Compliance with CITC regulations pertinent (Saudi Domain Names Objection Rules and Procedures).
3. Compliance with an order from a pertinent Saudi authority including any judicial authority.

13/5 The Registrant or any person may access the Whois service or any service offered by SaudiNIC provided that it is used for the following purposes only:

1. Checking the domain name availability
2. Obtaining registration information about a certain domain name.

13/6 Information acquired from the Whois service or any similar service shall not be used for any undesired activities, including but are not limited to, any activities which are unsolicited such as sending any commercial or marketing advertisement or sending unsolicited emails (spam).

13/7 It is not permitted to utilize automated tools and/or electronic processes that send queries or data to the Whois service or any similar service provided by SaudiNIC that will negatively affect or interrupt the service.

14. Registration Service Fees

14/1 CITC may impose fees for registration services provided in connection with the registration and management of domain names. SaudiNIC shall issue procedures with respect to any fees established.

15. Domain Name Renewal

15/1 SaudiNIC may require Registrants to renew their registrations of domain names periodically at a specified period of time. SaudiNIC shall issue procedures with respect to any renewal periods established.

16. Registrars

15/1 SaudiNIC may authorize others (Registrars) to provide registration services on its behalf. SaudiNIC shall provide terms and conditions of the relationship between SaudiNIC, Registrars, and Registrants, as well as, rules and procedures appropriate for that.

17. Exclusion of Liability

17/1 SaudiNIC is not liable for any damage resulting directly or indirectly from any of the following conditions, regardless of the form of action performed by SaudiNIC:

1. Not implementing a Service Request.
2. Interruptions or stop of Registrant business.
3. Access delay or interruption to SaudiNIC services, including the delay or interruption caused by a failure in the Saudi ccTLD DNS servers.
4. Inability to use or benefit from any domain name.
5. Errors in processing any Service Request.
6. Usage of any domain name.
7. Force majeure.
8. Applying any regulation, rule or procedure issued by SaudiNIC or CITC or any another governmental or regulatory authority.

17/2 The registrant is obligated to protect both CITC and SaudiNIC in case any claims or conflict arise related to registration or use of domain name or its sub-levels.

18. Applied Law

18/1 This Regulation shall be subject to the laws of Saudi Arabia and hence it is interpreted according to them.

19. Language

19/1 The Arabic version is the dominant for this Regulation and for any of its execution processes over any translation in any other language. However, it is allowed to communicate using any other language in applying This Regulation, beside the Arabic language.

20. Contact

20/1 SaudiNIC may contact the Registrant pertaining to a Service Request, domain name, or delivery of news information through E-mail or any other suitable means as deemed appropriate by SaudiNIC.

20/2 The Registrant may contact SaudiNIC pertaining to a Service request or domain name through means published and updated on SaudiNIC website unless SaudiNIC determine another suitable means for communication.

20/3 The Registrant is the sole party responsible for guaranteeing all the time the accuracy, validity, and up-to-date of its own contact details or other contacts mentioned in any Service Request submitted or any domain name registered. SaudiNIC is not responsible for the Registrant non-receipt of any message or notification sent to its provided contact details.

21. Amendment

21/1 This Regulation and any of its terms and conditions herein are subject to change from time to time by CITC without any prior notice.

21/2 SaudiNIC may issue separate (special) regulations and procedures as well as decisions in cases not provided for in the present Regulation.

21/3 Registrants shall be bound by any revised terms and conditions as well as any additional terms and conditions, in this Regulation or any related regulations or procedures. These changes shall be applied after thirty (30) days from the date that a notification of such change is published on SaudiNIC or CITC websites.

21/4 A Registrant continued use of any domain name shall constitute that Registrant acceptance of the revised and new terms and conditions, in this Regulation or any related regulations or procedures. Registrant not willing to be bound by any of such changes shall submit a Service Request to SaudiNIC for cancellation of its domain name registration. The registrant acknowledges and

agrees that cancellation will be its exclusive remedy whether it is from a request from the registrant or as a result of not willing to abide by any changes to This Regulation. [1 SEP]