

C. Legacy Internet Resources

1. Termination of the Legacy Services

This Section describes the reasons for the termination of:

- The Legacy Services the RIPE NCC provides to a Member pursuant to the Terms and Conditions Regarding Legacy Internet Resources for Members (section 1.1),
- The Legacy Agreement between the RIPE NCC and a Legacy Internet Resource Holder (section 1.2)

1.1 Legacy Services by the RIPE NCC to a Member pursuant to the Terms and Conditions Regarding Legacy Internet Resources for Members

The Legacy Services can be terminated by the Member (see section 1.1.1) or by the RIPE NCC. The Termination by the RIPE NCC can either be with a notice period of three months (see section 1.1.2.1) or for specific reasons with a shorter notice period and immediate effect (see section 1.1.2.2).

1.1.1. Termination by the Member

According to Article 5.2 of the Terms and Conditions Regarding Legacy Internet Resources for Members, the Member shall be entitled to terminate the Legacy Services at any time with a written notice of three months.

Procedure

The notice will formally request the termination of the Legacy Services.

It must be

- Dated and signed by an authorised representative of the Member.
- Sent to the RIPE NCC by email to <...> or by postal mail to: [address]

The RIPE NCC will send an acknowledgement of the receipt of the notice. Upon receipt of such notice, the progress of any open requests regarding Legacy Services is terminated.

The termination of the Legacy Services will take place three months after the receipt of the notice by the RIPE NCC.

1.1.2. Termination by the RIPE NCC

1.1.2.1. Non-compliance with contractual responsibilities

According to Article 5.3 of the Terms and Conditions Regarding Legacy Internet Resources for Members, the RIPE NCC can terminate the Legacy Services. Grounds for such termination may be the following:

- a. The Member does not provide the RIPE NCC with complete, updated and accurate information necessary for the provision of the Legacy Services.
- b. The Member does not maintain accurate data in the RIPE Database regarding the Legacy Internet Resources.
- c. The Member does not assist the RIPE NCC with data-accuracy checks in accordance with the procedure described in RIPE NCC procedural documents

including the documents “Due Diligence for the Quality of the RIPE NCC Registration Data”, “RIPE NCC Audit Activity” [link].

Procedure

If the RIPE NCC becomes aware of any of the aforementioned reasons for terminating the Legacy Services, the RIPE NCC will:

- Send an email to the registered contact(s) indicating
 - The violation
 - The Member’s obligation to stop/repair the violation
 - The termination of the Legacy Services in three months if the violation continues
- Terminate the progress of any open requests related to Legacy Services
- Add the remark "under review" in the RIPE Database resource object.
- Add a warning statement to the relevant records of the RIPE Database mentioning that the Legacy Internet Resources are not in compliance with data accuracy obligations
- Revoke any certificates generated by the RIPE NCC Certification Service Relating to Legacy Internet Resources.

If the Member does not comply within 30 days of the date of the email, the RIPE NCC will send a reminder email to the registered contact(s) indicating:

- The violation
- The Member’s obligation to stop/repair the violation
- The termination of the Legacy Services in two months if the violation continues

After 60 days from the date of the first email, if the Member still does not comply, the RIPE NCC will send a second reminder email and a reminder by postal mail to the registered email and email addresses indicating:

- The violation
- The Member’s obligation to stop/repair the violation
- The termination of the Legacy Services in one month if the violation continues

After 90 days from the date of the first email, if the Member continues not to comply, the RIPE NCC Managing Director will send an official notification of termination of the Legacy Services to all registered postal and email addresses of the Member.

1.1.2.2. Termination with immediate effect

According to Article 5.4 of the Legacy Agreement, the RIPE NCC can terminate the Legacy Services with immediate effect for the following reasons:

- a. **The Member’s SSA is terminated for any reason.**

Upon termination of the Member's SSA (see section A of this document), the Legacy Services are also terminated without any further notification to be necessary.

b. The Member transfers the Legacy Internet Resources to a third party.

If the Member transfers the Legacy Internet Resources to a third party, the Legacy Services provided by the RIPE NCC regarding these Legacy Internet Resources are not transferred to the third party. The third party has to sign a contractual agreement with either the RIPE NCC or a sponsoring LIR.

c. Member has no rights to use the Legacy Internet Resources

If a third party provides sufficient evidence proving the Legacy Internet Resources must not be registered with the Member, the RIPE NCC will immediately terminate the Legacy Services.

If the sufficient evidence refers to some of the Legacy Internet Resources, the RIPE NCC may decide not to terminate all Legacy Services but only those related to the Legacy Internet Resource in doubt.

d. Reasons beyond control of the RIPE NCC

The RIPE NCC may terminate the Legacy Services if the continuation of the Legacy Services is impossible for reasons above and beyond control by the RIPE NCC or if the RIPE NCC cannot reasonably be required to continue the Legacy Services for reasons that cannot be attributed to the RIPE NCC and for which the RIPE NCC cannot be held accountable by virtue of law, a juridical act or generally accepted principles.

Procedure

The RIPE NCC will:

- Send an email to the registered contact(s) indicating:
 - The reason for termination of the Legacy Services
 - The immediate termination of the Legacy Services
- Terminate the progress of any open requests related to Legacy Services

1.2 Legacy Agreement between the RIPE NCC and a Legacy Internet Resource Holder

The Legacy Agreement can be terminated by the Legacy Internet Resource Holder (see section 1.2.1) or by the RIPE NCC. The Termination by the RIPE NCC can either be with a notice period of three months (see section 1.2.2.1) or for specific reasons with a shorter notice period and immediate effect (see section 1.2.2.2).

1.2.1. Termination by the Legacy Internet Resource Holder

According to Article 7.2 of the Legacy Agreement for Members, the Member shall be entitled to terminate the Legacy Agreement at any time with a written notice of three months.

Procedure

The notice will formally request the termination of the Legacy Agreement.

It must be

- Dated and signed by an authorised representative of the Legacy Internet Resource Holder.
- Sent to the RIPE NCC by email to <...> or by postal mail to: [address]

The RIPE NCC will send an acknowledgement of the receipt of the notice. Upon receipt of such notice, the progress of any open requests regarding Legacy Services under the Legacy Agreement is terminated.

The termination of the Legacy Agreement will take place three months after the receipt of the notice by the RIPE NCC.

Billing issues

All outstanding amounts for the full year must be settled unless otherwise agreed.

1.2.2. Termination by the RIPE NCC

1.2.2.1. Non compliance with contractual responsibilities

According to Article 7.3 of the Legacy Agreement, the RIPE NCC can terminate the Legacy Agreement. Grounds for such termination may be the following:

- a. The Legacy Internet Resource Holder does not provide the RIPE NCC with complete, updated and accurate information necessary for the provision of the service under the Legacy Agreement.
- b. The Legacy Internet Resource Holder does not maintain accurate data in the RIPE Database regarding the Legacy Internet Resources.
- c. The Legacy Internet Resource Holder does not assist the RIPE NCC with data-accuracy checks in accordance with the procedure described in RIPE NCC procedural documents including the documents “Due Diligence for the Quality of the RIPE NCC Registration Data”, “RIPE NCC Audit Activity” [link].
- d. The Legacy Internet Resource Holder does not comply with an arbiter ruling (see RIPE NCC Conflict Arbitration Procedure [link])

Procedure

If the RIPE NCC becomes aware of any of the aforementioned reasons for terminating the Legacy Agreement, the RIPE NCC will:

- Send an email to the registered contact(s) of the Legacy Internet Resource Holder indicating:
 - The violation
 - The Legacy Internet Resource Holder’s obligation to stop/repair the violation
 - The termination of the Legacy Agreement in three months if the violation continues
- Terminate the progress of any open requests related to the Legacy Agreement
- Add the remark "under review" in the RIPE Database resource object.

- Add a warning statement to the relevant records of the RIPE Database mentioning that the Legacy Internet Resources are not in compliance with data accuracy obligations
- Revoke any certificates generated by the RIPE NCC Certification Service relating to Legacy Internet Resources

If the Legacy Internet Resource Holder does not comply within 30 days of the date of the email, the RIPE NCC will send a reminder email to the registered contact(s) indicating:

- The violation
- The Legacy Internet Resource Holder's obligation to stop/repair the violation
- The termination of the Legacy Agreement in two months if the violation continues

After 60 days from the date of the first email, if the Legacy Internet Resource Holder still does not comply, the RIPE NCC will send a second reminder email and a reminder by postal mail to the registered email and email addresses indicating:

- The violation
- The Legacy Internet Resource Holder's obligation to stop/repair the violation
- The termination of the Legacy Agreement in one month if the violation continues

After 90 days from the date of the first email, if the Legacy Internet Resource Holder continues not to comply, the RIPE NCC Managing Director will send an official notification of termination of the Legacy Agreement to all registered postal and email addresses of the Legacy Internet Resource Holder.

Billing issues

All outstanding amounts for the full year must be settled unless otherwise agreed.

1.2.2.2. Termination with immediate effect

According to Article 7.4 of the Legacy Agreement, the RIPE NCC can terminate the Agreement with immediate effect for the following reasons:

a. Legacy Internet Resource Holder files for bankruptcy, is liquidated, suspends its payments or becomes insolvent

Upon receipt of the documents stating the bankruptcy, liquidation, suspension of payments or insolvency of the Legacy Internet Resource Holder by the relevant authority or by public announcement of the fact, the RIPE NCC will terminate the Legacy Agreement. If the relevant national authority decides that the Legacy Internet Resource Holder's operations can continue, and provided that the Legacy Internet Resource Holder fulfills the obligations coming from the Legacy Agreement, the RIPE NCC will not terminate the Legacy Agreement.

Procedure

The RIPE NCC will:

- Send an email to the registered contact(s) and/or to the legal successor indicating:

- The reason for termination of the Legacy Agreement
- The immediate termination of the Legacy Agreement
- Terminate the progress of any open requests related to the Legacy Agreement

The RIPE NCC Managing Director will send an official notification of termination of the Legacy Agreement to all registered contacts of the Legacy Internet Resource Holder or to the legal successor, both by electronic and registered postal mail.

b. Legacy Internet Resource Holder damages the name, trademarks or intellectual property rights of the RIPE NCC

Examples:

The Legacy Internet Resource Holder pretends to be, or to act on behalf of, the RIPE NCC through misuse of the RIPE NCC name or logo

The Legacy Internet Resource Holder unreasonably makes allegations against the RIPE NCC in order to damage the RIPE NCC's reputation and operations, resulting in irreversible damage to the RIPE NCC

Procedure:

The RIPE NCC will

- Send an email to the registered contact(s) indicating:
 - the violation
 - the Legacy Internet Resource Holder's obligation to stop/repair the violation
 - the termination of the SSA if the violation continues
- Terminate the progress of any open requests related to the Legacy Agreement

If the Legacy Internet Resource Holder does not comply within 30 days of the date of the email, the RIPE NCC will send a reminder email to the registered contact(s) indicating the same as above.

After 60 days from the date of the first email, if the Legacy Internet Resource Holder still does not comply, the RIPE NCC will send a second reminder email to the registered contact(s) indicating the same as above

After 90 days from the date of the first email, if the Legacy Internet Resource Holder continues not to comply, the RIPE NCC will send a third reminder email and a reminder by postal mail to the registered email and postal addresses indicating the same as above

After 120 days from the date of the first email, if the Legacy Internet Resource Holder still does not comply, the RIPE NCC Managing Director will send an official notification of termination of the Legacy Agreement to all registered postal and email addresses of the Legacy Internet Resource Holder.

c. Member fails to submit to the RIPE NCC a valid extract from the Commercial Trade Register or equivalent register

When initially signing the Legacy Agreement, the Legacy Internet Resource Holder must submit to the RIPE NCC an extract from the Commercial Trade Register or equivalent

document providing the registration of the Legacy Internet Resource Holder's business with the national authorities (see Article 2.2 of the Legacy Agreement).

If the Legacy Internet Resource Holder is a natural person, the RIPE NCC requires submission of any identification papers (passport, driving license or other official document proving the identity of the individual).

If the Legacy Internet Resource Holder is a legal person, identification papers are also required for the authorised person signing the Legacy Internet Resource Holder on behalf of the legal person.

If there is any change in the Legacy Internet Resource Holder's business after signing the Legacy Agreement (for example, the Legacy Internet Resource Holder has merged with another company, has changed name, etc.) and, because of this change, the Legacy Internet Resource Holder's registration with the relevant register has been changed, then the Legacy Internet Resource Holder is obliged to submit the updated registration papers to the RIPE NCC.

If the Legacy Internet Resource Holder does not submit the aforementioned documents within one month of them being requested by the RIPE NCC, the RIPE NCC will terminate the Legacy Internet Resource Holder (see Article 7.5.d of the Legacy Agreement).

Procedure

The RIPE NCC will:

- Send an email to the registered contact(s) indicating:
 - the Legacy Internet Resource Holder's obligation to submit the relevant documents
 - the termination of the Legacy Agreement if the documents are not submitted
- Terminate the progress of any open requests related to the Legacy Agreement

If the Legacy Internet Resource Holder does not comply within 15 days of the date of the email, the RIPE NCC will send a reminder email and a notification by postal mail to the registered email and postal addresses indicating the same as above.

After 30 days from the date of the first email, if the Legacy Internet Resource Holder continues not to comply, the RIPE NCC Managing Director will send an official notification of termination of the Legacy Agreement to all registered postal and email addresses of the Legacy Internet Resource Holder.

d. The Member fails to observe any rule of applicable law

The Legacy Agreement is exclusively governed by the laws of the Netherlands because the RIPE NCC is an association under Dutch law. The RIPE NCC is allowed to terminate the Legacy Agreement of a Legacy Internet Resource Holder with immediate effect, provided it receives a Dutch court order to do so.

Procedure

The RIPE NCC will:

- Send an email to the registered contact(s) indicating:
 - The reason for termination of the Legacy Agreement
 - The immediate termination of the Legacy Agreement
- Terminate the progress of any open requests related to the Legacy Agreement

The RIPE NCC Managing Director will send an official notification of termination of the Legacy Agreement. to all registered postal and email addresses of the Legacy Internet Resource Holder.

d. Non-payment.

In case of non-payment, in accordance with the RIPE NCC Billing Procedure, the Legacy Agreement is terminated after 120 days. For more information, please see the [RIPE NCC Billing Procedure](#).

e. Untruthful information

The RIPE NCC concludes the Legacy Agreement and provides services to Legacy Internet Resource Holder in good faith. The Legacy Internet Resource Holder is in breach of good faith, if the Legacy Internet Resource Holder repeatedly provides falsified data or information, or purposefully and/or repeatedly provides incorrect data or information (for example, falsified registration documents or IDs, incorrect/inaccurate contact details, etc.).

Procedure

The RIPE NCC will:

- Send an email to the registered contact(s) indicating:
 - The reason for termination of the Legacy Agreement
 - The immediate termination of the Legacy Agreement
- Terminate the progress of any open requests related to the Legacy Agreement

The RIPE NCC Managing Director will send an official notification of termination of the Legacy Agreement to all registered postal and email addresses of the Legacy Internet Resource Holder.

f. Non-compliance with RIPE NCC audits

Non-compliance with RIPE NCC audits includes repeated unresponsiveness to or failure to cooperate with the RIPE NCC auditors' requests regarding registrations of Internet number resources for the Member's own network. For more information about the audit procedure, please see the procedural document RIPE NCC Audit Activity.

Procedure

The RIPE NCC will:

- Send an email to the registered contact(s) indicating:
 - The reason for termination of the Legacy Agreement
 - The immediate termination of the Legacy Agreement
- Terminate the progress of any open requests related to the Legacy Agreement.

The RIPE NCC Managing Director will send an official notification of termination of the Legacy Agreement to all registered postal and email addresses of the Legacy Internet Resource Holder.

i. Reasons beyond control of the RIPE NCC

If the continuation of the Legacy Agreement is impossible for reasons above and beyond control by the RIPE NCC or if the RIPE NCC cannot reasonably be required to continue the Legacy Agreement for reasons that can not be attributed to the RIPE NCC and for which the RIPE NCC cannot be held accountable by virtue of law, a juridical act or generally accepted principles, the RIPE NCC may terminate the Legacy Agreement.

Procedure

The RIPE NCC will:

- Send an email to the registered contact(s) indicating:
 - The reason for termination of the Legacy Agreement
 - The immediate termination of the Legacy Agreement
- Terminate the progress of any open requests for RIPE NCC services

The RIPE NCC Managing Director will send an official notification of termination of the Legacy Agreement to all registered postal and email addresses of the Legacy Internet Resource Holder.

Billing issues

All outstanding amounts for the full year must be settled unless otherwise agreed.

j. The Legacy Internet Resource Holder transfers the Legacy Internet Resources to a third party.

If the Legacy Internet Resource Holder transfers the Legacy Internet Resources to a third party, the Legacy Services provided by the RIPE NCC regarding these Legacy Internet Resources are not transferred to the third party. The third party has to sign a contractual agreement with either the RIPE NCC or a sponsoring LIR.

k. The Legacy Internet Resource Holder has no rights to use the Legacy Internet Resources

If a third party provides sufficient evidence proving the Legacy Internet Resources must not be registered with the Legacy Internet Resource Holder, the RIPE NCC will immediately terminate the Legacy Agreement.

If the sufficient evidence refers to some of the Legacy Internet Resources, the RIPE NCC may decide not to terminate the Legacy Agreement but to update it by removing the Legacy Internet Resource in doubt.

2. Consequences

This Section describes the consequences of the termination of :

- The Legacy Services the RIPE NCC provides to a Member pursuant to the Terms and Conditions Regarding Legacy Internet Resources for Members,
- The Legacy Agreement between RIPE NCC and a Legacy Internet Resource Holder or
- The Legacy Agreement between a Legacy Internet Resource Holder and a sponsoring LIR.

Upon termination of the Legacy Service/Agreement for reasons of non-compliance with contractual responsibilities (see above Section 1.1.2.1):

- The RIPE NCC will add the remark “No-contract” in the RIPE Database resource object; and
- A warning statement will be added to the relevant records in the RIPE Database mentioning that the Legacy Internet Resources are not covered by a contractual relationship;

- The RIPE NCC will withdraw the reverse delegation; and
- The RIPE NCC will not be obliged to keep providing the holder with services other than those provided, with regards to each Legacy Internet Resources immediately before the agreement to the Terms and Conditions Regarding Legacy Internet Resources for Members or the signing of the Agreement. This does not include the reverse delegation.

Upon termination of the Legacy Service/Agreement for any other reason:

- The RIPE NCC will add the remark “No-contract” in the RIPE Database resource object; and
- A warning statement will be added to the relevant records in the RIPE Database mentioning that the Legacy Internet Resources are not covered by a contractual relationship; and
- The RIPE NCC will not be obliged to keep providing the holder with services other than those provided, with regards to each Legacy Internet Resources immediately before the agreement to the Terms and Conditions Regarding Legacy Internet Resources for Members or the signing of the Legacy Agreement.

3. Change of status of Legacy Internet Resources

If a Legacy Internet Resource Holder (Member or not) wants to have particular Legacy Internet Resources registered as if they had been distributed by the RIPE NCC, the Legacy Internet Resource Holder must send an email to [email address]. In the email the Legacy Internet Resource Holder must:

- Indicate the Legacy Internet Resources and
- Acknowledge that the RIPE NCC will apply for these resources the RIPE policies concerning Internet number resources distributed by the RIPE NCC.

The RIPE NCC will send an acknowledgement of the receipt of the notice. Upon sent of such notice, the resources will be considered as distributed by the RIPE NCC.

4. Deregistration of Legacy Internet Resources

If a Legacy Internet Resource Holder (Member or not) wants to deregister particular Legacy Internet Resources, the Legacy Internet Resource Holder must send an email to [email address]. In the email the Legacy Internet Resource Holder must:

- Indicate the Legacy Internet Resources and
- Acknowledge that he/she resigns from any rights with regards to these resources.

The RIPE NCC will send an acknowledgement of the receipt of the notice. Upon sent of such notice, the Legacy Internet Resource Holder must stop announcing the Legacy Internet Resources. The RIPE NCC will:

- Change the mnt-by attribute on the relevant object to RIPE NCC maintainer and change the status attribute to “deregistered maintainer”
- Withdraw the reverse delegation;
- Delete all relevant objects in the RIPE Database, including route objects

NOTE: This document might change due to future policy changes. If this happens, the RIPE NCC will send a notification to the RIPE NCC Services Working Group mailing list.