

To the Board of AFRINIC  
CC: The Community

**Title: Global internet stability is at risk due to AFRINIC's current mismanagement**

Dear Community,

We are writing this letter to let you know that AFRINIC's recent actions have brought some serious risk to the hundreds of millions of users of the internet ecosystem.

A global internet depends on cooperation. Being one of five regional internet registries, AFRINIC has the power to delete the registration of more than a hundred million IP addresses. This power could be even more destructive with the addition of AS0 ROAs for space which is disputed or reclaimed. Therefore, billions users and large scale content and services that rely on those IP addresses could face instant lost of connection if AFRINIC starts revoking registrations of its members with IP addresses used in active service. Such disconnection will disrupt the connectivity of users as well as impact service at a global scale that has never been seen in human history.

AFRINIC has been sending the following lines to members who have active users and service in their IP addresses:

*"(AFRINIC) will in its sole discretion determine whether to immediately terminate the said Agreement as well as to proceed with the reclaiming of the aforesaid IP Number Resources.*

*You are further informed that AFRINIC shall not be held liable for any loss or damage of whatever nature arising out of the present notice or any action that AFRINIC may take in accordance thereof."*

We have confirmed that many members have also received such notice on AFRINIC's pretense of violation of their RSA (Registration Service Agreement), in addition to their Bylaws, their CPM (Consolidate Policy Manual). The combined scale of those members services impacts tens of millions of internet users and services globally.

AFRINIC's claims were mainly based on the following:

**1. "Any change in network or service provided, will request AFRINIC's approval and is subject to re-justification of the allocation.(NOT assignment)."**

In reality, the CPM has provided a distinctive use of "Allocation" and "Assignment". Its intended allocations are for general purpose that LIRs can use or assign (or in some cases sub-allocate) and assignments are made within an allocation (or directly from AFRINIC to end users) to serve a specific purpose. To request an LIR to return its allocation when the specific purpose of the assignment has changed, does not happen in any RIR, and was never the intention of any RIR policy.

**2. "AFRINIC space can not be used outside of the AFRINIC region with the exception of soft landing space only for the purpose of supporting connectivity back to Africa. "**

In fact the community has manifested its consensus regarding the fact that there is no regional restrictions for the use of IP addresses for pre-soft landing space. The only territorial restrictions to ever gain consensus in the community specifically covers space issued after the start of the soft landing phase 2 policy which is clearly stipulated under the CPM. Any act by AFRINIC to disregard this is a blatant act against the community-approved document, CPM.

**3. Multiple AFRINIC resource members have been asked to provide information about third parties that are not using addresses issued to said resource member (e.g. about BYOA(Bring Your Own Address) transit customers).**

In scenarios where one resource member (A) is a customer of another resource member (B), there have been multiple instances of AFRINIC demanding that B report utilisation details of A. B is not responsible for the RIR compliance of B's customers except in regards to space issued to B under B's registration service agreement (RSA). Hence, AFRINIC's actions here attempt to force the resource member to violate customer confidentiality and potentially violate data protection laws. We know of a number of members whose resource requests have been delayed or denied pending compliance with such demands. In some cases, AFRINIC has gone so far as to threaten RSA termination based on failure to comply with these demands.

**4. "AFRINIC can disconnect millions of users and services without taking any liability and at their will whenever they would like."**

*(All the references to AFRINIC's claims, in their actual wording that were sent to the resource members, have been attached at the bottom of this letter, except for point 4, which was shared at the beginning of the letter)*

The above claims do not correspond with AFRINIC's governing documents (CPM, RSA, and bylaw). They are a misinterpretation of those documents that have led to an incorrect conclusion. Using those claims to manage people's network and trying to reclaim people active and legitimately utilized IP addresses without having any concerns about the end users or services that are being impacted is a direct and serious threat to the global internet.

We are hoping the global community can realise and act together, to right this wrong. If you are part of AFRINIC's resource membership, please speak out and express your need for::

- 1. The freedom to run your network as you see fit**
- 2. The ability to protect the internet connectivity of your users.**
- 3. The ability to disclose only that data which is necessary for the legitimate administrative purposes of the registry.**

The reference details of AFRINIC's claims are shown as below:

**Point 1:**

*"AFRINIC acknowledges the feedback provided and further takes note that the current utilisation of the allocated no longer matches the "needs" expressed when resources were issued, in accordance with the RSA and we hereby refer you to clause 6(d)(iii) of the RSA; which your organisation signed, thereby acknowledged and agreed that the "right of use" of IP Number Resources is bestowed within the ambit of the "need" which is justified in its application and for no other purpose during the currency of the present agreement."*

**Point 2:**

*"AFRINIC space cannot be used outside of the AFRINIC region with the exception of soft landing space only for the purpose of supporting connectivity back to Africa according to section 6 of the bylaw"*

Section 6 of the bylaws only states what type of membership each entity qualifies for and the requirements of said membership, nothing about IP usage. The relevant portion of section 6 is below:

6.1) Subject to the other provisions of this Article, membership shall be open to:

- Any Person who is geographically based within, and providing services in the African region, and who is engaged in the use of, or business of providing, open system protocol network services; or
- Any other Person who is approved by the Board or the members.

**Point 3:**

AFRINIC requests the following information to its member regarding a customer that does not use his AFRINIC IP:

*"Kindly provide the name and the actual service being provided to that client. Moreover, please share with us the reason that the client gave to justify their need for a third-party AS number. You may alternatively share the agreement which you have with that particular customer."*

Regards,

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