

TO: NRO/RIR

Subject: Global internet connectivity is at stake due to the AFRINIC's mismanagement

Dear NRO/RIR/ICANN BOARD and related stakeholders,

This letter serves as an urgent call to bring your attention to a very serious problem, which AFRINIC is responsible for that jeopardizes the Internet's connectivity and the core beliefs the RIR system stands for. This could potentially lead to the largest internet shut-down in human history.

First and foremost, AFRINIC has recently been using the following assertion against several of its members with resource allocations totaling tens of millions of IP addresses which could be summarily disconnected from current active service, representing hundreds of millions of end users potentially effected.

"(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."

After conducting significant research, we have confirmed that a number of other members have also received such notice of violation based on AFRINIC's specious interpretation of its RSA (Registration Service Agreement), its Bylaws, and its CPM (Consolidate Policy Manual). The combined scale of those members services impacts hundreds of millions of internet users and services globally.

We wish to point out that AFRINIC's claims were mainly based on the following:

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

Our view is that such requirement is contained in AFRINIC's RSA section 6(d)(iii). It is not present in the Bylaws or the CPM. As such, this requirement has never been subjected to proper review by the community and is an example of AFRINIC staff attempting to create policy outside of the PDP.

In fact, 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 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. "

In fact the community has manifested its consensus regarding the fact that there are 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 service without taking any liability and at their will whenever they would like."

(All the references to AFRINIC's claims, containing 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)

Evidently, (with the exception of CPM 6(d)(iii) as noted), the above claims do not correspond with the AFRINIC's CPM, RSA, or Bylaws. They are an incorrect interpretation of those documents that have led to an invalid conclusion, which puts the Internet's global connectivity at risk.

Moreover, many of the issues that were raised in the letters that have been sent by AFRINIC, would represent in any other RIR, a minor miscommunication between tech people. As an example, when it comes to the geo-location registration and the customer information registration in WHOIS, a simple customer service email would solve the problem. However the approach of AFRINIC has been consistently to threaten termination with the likely consequence of hundreds of millions of users being disconnected, while AFRINIC takes no responsibility and claims to bear no liability whatsoever instead of taking a collaborative approach towards its members to address any potential issues.

Never in any RIR history has a legitimate IP address holder faced such accusations and been threatened to face disconnection of its service and users, without any liability. These unjustified revocations could have even more dire consequences in light of the recent adoption of a policy to issue AS0 ROAs for unregistered space.

The time has come to stop such acts of AFRINIC and to stand up for what is right, by holding AFRINIC to act responsibly for the purpose it was created and this within the ambit of its governing documents (Bylaws, Consolidated Policy Manual, and Registration Services Agreement).

We therefore genuinely hope that all stakeholders, not just the AFRINIC board, take immediate and serious actions to prevent potential disasters from happening in the near future.

Below is what we are hoping to achieve:

1. **Maintain ALL AFRINIC resource memberships and their rights, restore membership that have been terminated unlawfully and pay members sufficient damage compensation.**
2. **Have AFRINIC take appropriate disciplinary and corrective action against all staff members responsible for the current problems.**
3. **Make an announcement to the members stating that the mistakes have been corrected.**

The references 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 bylaws. . " "

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 extract of section 6 is reproduced 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,
