

# .zadna

## **.ZA Second Level Domain General Policy**

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### **1 April 2015**

This is a General Policy of the .ZA Domain Name Authority (ZADNA) that confirms key principles, practices and standards that Second Level Domain administrators, registry operators and registrars are required to uphold. The General Policy becomes effective from 1 April 2015. SLD Administrators, registry operators and registrars are given a period of 3 months ending 30 June 2014 to prepare for compliance with the General Policy.

# Table of Contents

<b>BACKGROUND .....</b>	<b>4</b>
<b>TERMS AND DEFINITIONS.....</b>	<b>4</b>
<b>A. APPLICABILITY .....</b>	<b>8</b>
<b>B. PRECEDENCE.....</b>	<b>8</b>
<b>C. CHANGES AND AMENDMENTS .....</b>	<b>8</b>
<b>1. GENERAL RULES OF .ZA DOMAIN NAME REGISTRATION.....</b>	<b>9</b>
1.1. SECOND LEVEL DOMAIN STRUCTURE .....	9
1.2. RESTRICTED AND UNRESTRICTED SLDS .....	9
1.3. REGISTRATION BY SOUTH AFRICANS AND NON-SOUTH AFRICANS .....	9
1.4. FIRST-COME, FIRST-SERVED .....	10
1.5. INTELLECTUAL PROPERTY RIGHTS .....	10
1.6. REGISTRY DATA .....	11
1.7. APPLICATION OF SOUTH AFRICAN LAW .....	12
1.8. REGISTRATION THROUGH A REGISTRAR .....	12
1.9. PAYMENT AND USE OF DOMAIN NAME .....	12
1.10. COMPLIANCE WITH CHARTERS, POLICIES, STANDARDS AND REGULATIONS.....	13
1.11. UNLIMITED REGISTRATION PERIOD .....	14
1.12. DELETION, SUSPENSION AND TRANSFER .....	14
1.13. RESERVED AND BLOCKED NAMES.....	14
1.14. RESOLUTION OF DOMAIN NAME DISPUTES .....	15
1.15. SLD ADMINISTRATOR AND REGISTRY AS TRUSTEES .....	15
<b>2. ADMINISTRATIVE, TECHNICAL AND BILLING CONTACTS .....</b>	<b>15</b>
<b>3. WHOIS SERVICE .....</b>	<b>16</b>
<b>4. PROTECTION OF PERSONAL INFORMATION .....</b>	<b>17</b>
<b>5. PRIVACY AND PROXY REGISTRATION SERVICES.....</b>	<b>18</b>
<b>6. REGISTRAR CHANGE AND DOMAIN NAME TRANSFER .....</b>	<b>19</b>
<b>7. RENEWAL OF REGISTRATION .....</b>	<b>20</b>
<b>8. SUSPENSION OF REGISTRATION .....</b>	<b>20</b>
<b>9. CANCELLATION AND DELETION OF REGISTRATION .....</b>	<b>21</b>
<b>10. REGISTRY SUPPLEMENTAL POLICIES AND PROCEDURES .....</b>	<b>22</b>
<b>11. RESTRICTED SLDS.....</b>	<b>22</b>
11.1. REGISTRY SERVICE .....	22
11.2. REGISTRAR SERVICE.....	23
11.3. SLD ADMINISTRATOR .....	23

11.4.	POWER TO DELETE NON-COMPLIANT REGISTRATIONS.....	24
11.5.	RIGHTS PROTECTION .....	24
11.6.	DOMAIN NAME FEES.....	24
<b>12.</b>	<b>PRIVATE USE SLDS .....</b>	<b>25</b>

# .ZA SLD General Policy

## Background

The .ZA SLD General Policy confirms key principles, standards and practices that underpin the registration and management of Domain Names in the .ZA SLDs. The Policy appreciates that some of the .ZA SLDs are restricted and others are unrestricted. The principles advanced herein result from long-established practices in Domain Name registration in .ZA and in domain name industry. The Policy also seeks to clarify some of the principles and how they apply across restricted and unrestricted SLDs.

## Terms and Definitions

(Terms and Definitions in *italics* denote terms extracted from the Act.)

**“Act”** means the *Electronic Communications and Transactions Act 25 of 2002*;

**“ADR”** means the Alternative Dispute Resolution Regulations promulgated by the Minister of Communications in terms of section 69 of the Act;

**“ccTLD”** means *country code domain at the top level of the Internet's domain name system assigned according to the two-letter codes in the International Standard ISO 3166-1 (Codes for Representation of Names of Countries and their Subdivision)*;

**“Charter”** as a noun means the 'constitution' of a Second Level Domain, specifying, *inter alia*, the purpose and nature of the Second Level Domain, the criteria for registration of domain names within the Second Level Domain, and the manner of administration of the Second Level Domain; as a verb means the establishment of a Charter for a Second Level Domain, which process is completed upon approval of the Charter by ZADNA;

**“Domain Name”** means *an alphanumeric designation that is registered or assigned in respect of an electronic address or other resource on the Internet*;

**“Domain Name System”** or **“DNS”** means *the Internet-wide system that translates Domain Names into internet protocol (IP) and/or other information*;

**“Personal information”**, as defined in the Protection of Personal Information Act 4 of 2013, means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to –

- (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- (b) information relating to the education or the medical, financial, criminal or employment history of the person;
- (c) any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;
- (d) the blood type or any other biometric information of the person;
- (e) the personal opinions, views or preferences of the person;
- (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- (g) the views or opinions of another individual about the person; and
- (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

**“Privacy Registration Service”** means a service that a Registrar may provide to a Registrant whereby the Registrant is listed as the Domain Name holder of record, but instead of listing the Registrant’s contact information, alternative, reliable contact information (such mail-forwarding service) provided by the Registrar or its affiliate is listed in the Whois database;

**“Private Use SLDs”** mean agric.za, grondar.za and nis.za, which were assigned to certain persons for private use prior to ZADNA assuming responsibility of managing and regulating .ZA;

**“Proxy Registration Service”** means a service whereby a Registrar lists itself or its affiliate as a the Domain Name holder of record and lists its reliable contact information in the Whois database instead of listing the Registrant and its contact information;

**“RFC”** or **“Request for Comments”** means an internet standard adopted by the Internet Engineering Task Force describing methods, behaviors, research or innovations applicable to the working of the internet and internet-connected systems;

**“Registrant”** means a holder of a Domain Name;

**“Registrar”** means an entity that is authorised by ZADNA in terms the Act or that is accredited by a Registry to register Domain Names and update Registry Data on behalf of Registrants in an SLD;

**“Registrar Agreement”** means an agreement to be concluded between a Registry and a Registrar in respect of a particular SLD;

**“Registry”** means an entity authorised by ZADNA to manage and administer a specific SLD, including the provision of primary and secondary name servers and WHOIS servers in relation to the relevant SLDs;

**“Registry Data”** means domain name data collected by any Registry from Registrars as part of, or following from, the registration of a Domain Name, which includes data for Registrars sponsoring registered Domain Names and name servers, Registrant and Registrar identity, Registrar contact information, and the Registrar's administrative, billing, and technical contacts;

**“Registry Database”** means an electronic database comprising of Registry Data in an SLD;

**“Restricted, Moderated SLD”** means an SLD that has eligibility requirements and has a duly-appointed person or entity, known as the moderator, who verifies each application's compliance with the SLD eligibility requirements;

**“Restricted, Un-moderated SLD”** means an SLD that has eligibility requirements and/or usage policy to which applicants bind themselves through the act of applying, but which has no moderator verifying the compliance of applications with the eligibility requirements;

**“Second Level Domain” or “SLD”** means a sub-domain immediately following ZA;

**“SLD Administrator”** is a person to whom the custodial management and control of an SLD is delegated in terms of ZADNA's SLD Establishment and Dis-establishment Policy;

**“Supplementary Policy”** is a policy that a Registry may set and implement, subject to the Registry's duly notifying ZADNA, that augments and/or supplements ZADNA's General Policy or specific sections thereof;

**“Unrestricted SLD”** means an SLD that has no eligibility requirements and that normally accepts applications from all-comers on a first-come, first-served basis;

**“Whois”** means the protocol used to provide a public information service in relation to the Registry Data;

**“.ZA”** means South Africa’s country code Top Level Domain (ccTLD), which is delegated according to the two-letter codes in the International Standard ISO 3166-1, which is an identification label that is assigned for a particular country, and which is capable of defining a realm of administrative autonomy; and

**“ZADNA”** means the .za Domain Name Authority.

## **A. Applicability**

Unless stated otherwise in this General Policy:

- (i) The General Policy applies to all SLDs, Registries and Registrars. However, ZADNA may exempt an SLD, on a case by case basis depending on the applicable Charter, from complying with certain provisions of the Policy.
- (ii) A Registry may, subject to notification to ZADNA, develop and implement Supplementary Policies that comply with this Policy and with the applicable SLD charter provided that, ZADNA has a right to object to a Supplementary Policy, and may require a withdrawal or amendment thereof, if it finds the Supplementary Policy to conflict with the General Policy.

## **B. Precedence**

This General Policy is the overarching policy of the .ZA namespace and takes precedence over all existing and future policies of ZADNA and the SLDs.

## **C. Changes and Amendments**

In view of emerging international best practices in the registration, management and regulation of Domain Names and activities related to Domain Names, ZADNA may amend this Policy or sections thereof from time to time, and may develop additional policies covering specific issues.



## 1. General Rules of .ZA Domain Name Registration

The following provisions apply to the registration and management of .ZA Domain Names:

### 1.1. Second Level Domain Structure

- 1.1.1. No registration of Domain Names is allowed at the second level of .ZA (e.g. yourname.za).
- 1.1.2. Delegation of SLDs is the sole responsibility of ZADNA and is done according to the .ZA SLD Establishment and Disestablishment Policy.

### 1.2. Restricted and Unrestricted SLDs

- 1.2.1. .ZA has the following SLD types that existed prior to ZADNA assuming responsibility as the regulator and delegated administrator of .ZA:
  - 1.2.1.1. Restricted, Moderated SLDs;
  - 1.2.1.2. Restricted, Un-moderated SLDs;
  - 1.2.1.3. Unrestricted SLDs; and
  - 1.2.1.4. Private Use SLDs.
- 1.2.2. No additional Private SLDs will be delegated.

### 1.3. Registration by South Africans and non-South Africans

- 1.3.1. .ZA is for use by, and benefit of, persons and entities that are based or active in South Africa. ZADNA considers it to be an important resource for South Africa's online presence.
- 1.3.2. An SLD Charter may stipulate specific citizenship, proximity, geographic and/or residence requirements with which Registrants must comply. If a Charter does not stipulate any citizenship or residence requirement, the SLD accepts registration regardless of the nationality or residence location of the registrant.

## 1.4. First-come, First-served

- 1.4.1. Under normal circumstances, a Domain Name is registered on a first-come, first-served basis, unless otherwise stated in a Charter. An SLD launch plan may include phases that allow certain classes of applications to be made on bases other than first-come, first-served, such as sunrise and land rush phases.
- 1.4.2. In registering and renewing a .ZA Domain Name, a Registrant is deemed thereby to be warranting the Registrant's compliance with any applicable eligibility and usage criteria.
- 1.4.3. Neither ZADNA nor Registry has any obligation to determine whether or not Registrants of .ZA Domain Names comply with any applicable eligibility or usage requirements. By registering a Domain Name in a Restricted SLD, the Registrant warrants that s/he or it is eligible to register and use the Domain Name. Administrators of Restricted SLDs may require Registrants to submit proof of their eligibility to register in the Restricted SLD.

## 1.5. Intellectual Property Rights

- 1.5.1. Domain Name registration is intended to protect intellectual property and other rights of registrants. Any dispute over a Domain Name registered in an Unrestricted SLD or in a Restricted, Un-Moderated SLD, which concerns intellectual property rights or other grounds covered in the .ZA ADR Regulations, must be resolved through the .ZA ADR process, and is subject to the application of South African law.
- 1.5.2. A Registrant may not register a Domain Name where through such registration, the Registrant would knowingly violate the intellectual property rights or other rights of other parties in terms of applicable law, and indemnifies ZADNA and the applicable Registry from any claims relating to any rights violation brought against the Registrant.
- 1.5.3. By applying for and registering a .ZA Domain Name a Registrant is deemed to be warranting that the Registrant is entitled to apply for, register and use the Domain Name and that such registration or use does not knowingly violate the intellectual property rights of any other party.

- 1.5.4. A Registry may, subject to ZADNA's approval, implement additional policies and measures for the protection of the rights of other parties in the registration of Domain Names.

## 1.6. Registry Data

- 1.6.1. Registration of a Domain Name does not give a Registrar or Registrant any license or proprietary right to the Domain Name. Domain Name registration provides the Registrant only with a contractual right between the Registrant and Registry to use the Domain Name so long as that right is not rescinded and the Registrant continues to satisfy applicable SLD renewal and other requirements.
- 1.6.2. All Intellectual property rights to Registry Data belong to ZADNA. No other party, including a Registry, Registrar and Registrant, may claim any intellectual property rights over Registry Data concerning any registered Domain Names. Notwithstanding, ZADNA may not have any intellectual property rights over individual Domain Names.
- 1.6.3. Unless exempted by ZADNA, a Registry must regularly deposit Registry Data in an escrow account approved by ZADNA or implement alternative redundancy measure approved by ZADNA to ensure continuity of the SLD. ZADNA may elect to be a party to any escrow or redundancy agreement, and must be made a third-party beneficiary to the data back-up agreement. The Registry must supply ZADNA with a copy of the signed Registry Data back-up agreement.
- 1.6.4. A Registry must hold all Registry Data for the benefit and protection of ZADNA, Registrars and Registrants, and shall, upon rescission, revocation or termination of its authorisation to operate any SLD, assign to ZADNA absolutely:
  - 1.6.4.1. current and future rights (including intellectual property rights) in the Registry Data in respect of the relevant SLD; and
  - 1.6.4.2. the right to take action and claim damages in respect of any infringement of rights to the Registry Data in relation to infringing acts committed prior to the date of that assignment.
- 1.6.5. ZADNA requires Registry Data to be kept current and up to date, as this ensures its reliability and integrity, and supports the stability and security of the

Domain Name System. Each Registry must ensure that each Registrar annually confirms that the Registry Data of all Domain Names for which it is the Registry are up to date.

## **1.7. Application of South African Law**

1.7.1. Registration and continued use of .ZA Domain Names is subject to South African law and every Registrar must ensure that Registrants are aware that all legal matters pertaining to the Domain Name shall be resolved in terms of South African law.

## **1.8. Registration through a Registrar**

1.8.1. Except in the cases of SLDs where a Registry is also authorised to serve as a Registrar, a Registrant must apply for a Domain Name through a duly authorised Registrar, and the Registrar must process the application to the relevant Registry according to applicable regulations, policies and procedures.

1.8.2. Registrars must ensure that Registrants provide all required Registry Data, and that such Registry Data is captured into the Registry Database. Registries may require additional information from Registrants to prove that their applications and/or registrations satisfy applicable SLD Charter eligibility requirements.

1.8.3. Should a Registrar register Domain Names through a reseller, the Registrar is responsible for all the actions of the reseller, and must ensure that the reseller complies with applicable regulations, policies and requirements.

## **1.9. Payment and Use of Domain Name**

1.9.1. ZADNA has the responsibility to promote and protect consumer interests in the registration of Domain Names, and may require SLD Administrators to submit information and reports about the Domain Name fees charged to consumers.

1.9.2. ZADNA is responsible for approving the Domain Name fees that a Registry charges Registrars for registrations within any SLD that is marketed through one or more registrars, and may review and adjust such fees from time to time, giving notice of not less than 90 calendar days prior to the adjusted fees coming

into effect. ZADNA does not determine the fees charged by Registrars to Registrants.

- 1.9.3. A Registrant's failure to pay applicable fees in respect of a Domain Name may result in the suspension and deletion of that Domain Name, and in the Domain Name becoming available for registration by another party.
- 1.9.4. A fee-charging Registry may allow a Registrar to pay Domain Name registration and Domain Name renewal fees in advance, provided that the terms and conditions applicable to such advance payments are clearly specified in the Registry-Registrar agreement. Pursuant to the above, the Registrar is still subject to the provisions outlined in clause 1.6.4.
- 1.9.5. Unless otherwise agreed with a Registrar, a Registrant shall enjoy use of a Domain Name upon having its application accepted and validated by a Registry and having applicable fees paid, subject to any technical limitations such as the propagation of Domain Name records.

## **1.10. Compliance with Charters, Policies, Standards and Regulations**

- 1.10.1. ZADNA is responsible for determining overall, general policy and strategic direction of .ZA, including basic technical and operational standards to which Registries must adhere, and will consult Registries, Registrars and Registrants in the process, and shall give a notice of not less than 90 calendar days before changes to such standards and policies come into effect.
- 1.10.2. A Registry must ensure, in accrediting or appointing Registrars for an SLD, that the Registrars undertake to comply with the SLD Charter and with any applicable ZADNA policies, standards and regulations, and any amendments thereto that ZADNA may introduce from time to time. Failure on the part of the Registry to satisfy such requirements may result in ZADNA suspending or revoking the authorisation or appointment of the Registry. If the failure to comply with this requirement is on the part of the Registrar, ZADNA may require the Registry to suspend or revoke the accreditation.
- 1.10.3. A Registrar must ensure that a prospective Registrant for a Domain Name is aware of, and undertakes to comply with, any requirements of the applicable SLD Charter, and that failure to satisfy such requirements may result in ZADNA's suspending, deleting or revoking the registration.

## **1.11. Unlimited Registration Period**

1.11.1. A Registrant's holding of a Domain Name persists as long as they renew it, provided:

1.11.1.1. The Registrant complies with applicable policies, Charters and registration renewal requirements; and

1.11.1.2. The Domain Name is not transferred to another party in terms of the ADR process or an order of court.

## **1.12. Deletion, Suspension and Transfer**

1.12.1. Should a Registry intend to delete, suspend or transfer a Domain Name as a result of an outcome of a dispute resolution process, order of court, revocation based on non-compliance with an SLD Charter or policy, or of a measure taken in the interests of a stable and secure Domain Name System, the Registry must:

1.12.1.1. Through the relevant Registrar, notify the Registrant of the Domain Name of the intended deletion, suspension or transfer; and

1.12.1.2. Indemnify ZADNA from any claim relating to the deletion, suspension or transfer of the Domain Name.

## **1.13. Reserved and Blocked Names**

1.13.1. For any SLD, a reserved name is a name that is not, and may not be, registered as a Domain Name in that SLD. Names may be reserved to enhance the stability and security of the DNS, and to preserve the public nature of well-known or widely-used names over which no-one holds and no-one should hold intellectual property rights.

1.13.2. For any SLD, a blocked name is a name that is considered to be offensive on the basis of race, colour, religion, sex, gender or any other grounds that are in the public interest.

1.13.3. The reservation and blocking of names may include names reserved in terms of RFCs 2606 and 6761, which identify and explain names that should be reserved at the TLD and SLD level for private testing of existing DNS related

codes, examples in documentation, DNS related experimentation, invalid DNS names, or other similar uses.

1.13.4. For any SLD, ZADNA may implement a policy that outlines, inter alia, the criteria and procedures for classifying names as reserved or offensive, and compile a list of reserved and blocked names, or require the Registry for that SLD to compile such a list and ensure that names in the list are not available for registration.

1.13.5. A name identified for reservation, but that is already registered as a Domain Name, will not be included in the list of reserved names.

1.13.6. A name identified as offensive, but that is already registered as a Domain Name, may be deleted in accordance with 9.1 or with any policy of ZADNA classifying such a name as offensive, and be included in the list of blocked names.

#### **1.14. Resolution of Domain Name Disputes**

1.14.1. Notwithstanding any party's right to have any dispute resolved in court and unless an SLD is expressly exempted in this Policy, the ADR regulations shall apply automatically to all disputes concerning Domain Names. A Registrar must ensure that a Registrant undertakes, as a condition for registration, to submit to the application of the ADR Regulations for the resolution of Domain Name disputes.

#### **1.15. SLD Administrator and Registry as Trustees**

1.15.1. In keeping with RFC 1591 that defines the role of top level domain operator as that of a trustee, an SLD Administrator and/or Registry does not own an SLD, but acts as a trustee that operates the SLD in the interests of Registrants, the local internet community, and, in the case of a Restricted SLD, the specific community the SLD purports to serve.

## **2. Administrative, Technical and Billing Contacts**

2.1. The purpose of a Domain Name's administrative, technical and billing contacts, which form part of Registry Data, is to provide Internet users worldwide, through

the Whois system, with general contact details of the Registrant. These contacts should be updated from time to time to keep them up to date. No registry shall be compelled to provide third parties with this information.

- 2.2. A Registrar may not list itself or its affiliate in a Registry Database as the administrative or technical contact of a Domain Name, unless a Registrant of the Domain Name has expressly agreed thereto or has entered into a Privacy or Proxy Service agreement with the Registrar or its affiliate.
- 2.3. Registry Data may be modified only in accordance with the policies and procedures of the Registry, as approved by ZADNA.

### **3. Whois Service**

- 3.1. RFC 3912, which outlines the purpose and functionality of Whois, shall apply to the SLDs, and Registries must adhere to the RFC in providing Whois service.
- 3.2. The Whois service is intended, among other things, to allow people to ascertain the identity of the parties involved, contact information thereof and technical details in respect of individual Domain Names including important dates. The purpose should amongst other things be the following:
  - 3.2.1. To assist with trouble-shooting (finding and fixing system problems), development of the internet and operational stability; and
  - 3.2.2. To determine the availability of domain names, combat spam or fraud, identify trademark infringement and enhance accountability of domain name registrants.
- 3.3. The Whois database is not meant for the operational benefit of any party, and may not be mined or systematically retrieved by any party other than as ZADNA may be required by law to permit. No Registry shall be compelled to provide a third party with a list of Domain Names in the Whois database. However, a Registry may provide such information if it is satisfied with the rationale for a request in this regard and that the use of information is for lawful purposes. Registries must implement measures to limit use of the Whois service to its intended purpose and to protect Whois information from unauthorized means of access and abusive use.



- 3.4. Unless exempted by ZADNA, every Registry must provide an automated and publicly accessible Whois service for its SLDs in accordance with 3.2 and any specific Whois policy that ZADNA may develop.
- 3.5. Each Registrar must ensure that throughout registration, Domain Name information is kept accurate and up to date in the Whois service, and that it complies with the Registry's Whois and privacy policies.
- 3.6. Registries and Registrars may not use their access to Registry Data and the Whois database to identify Registrants from whom to solicit business.

## **4. Protection of Personal Information**

- 4.1. Registries and Registrars must comply with all applicable South African data protection and privacy laws, and with all data protection and privacy policies of ZADNA.
- 4.2. Each Registry must publish a policy explaining the purpose for which Personal Information is collected from Registrars and is captured into the Registry Database and to provide Whois access, and the intended recipients of such Personal Information.
- 4.3. Each Registrar must notify each Registrant of the purpose for which Personal Information is collected and used as part of Domain Name registration, and obtain express consent of the Registrant to such collection and use. Such notice includes updating the Registrant about any changes to policies and procedures of ZADNA or a Registry in relation to the treatment of Personal Information.
- 4.4. Registries and Registrars must take reasonable measures, as required by the law, to protect Personal Information from loss, misuse, unauthorised disclosure, alteration or destruction.
- 4.5. Registries and Registrars must not use or allow the use of Personal Information in any way that does not comply with applicable legislation.

## 5. Privacy and Proxy Registration Services

5.1. A Registrar may not list itself or its affiliate in a Registry Database of Whois service as the Registrant of a Domain Name, unless the Registrant has entered into a Privacy or Proxy Service agreement with the Registrar or its affiliate, and provided that the Registrar:

5.1.1. Must not do anything which has the effect of concealing the Registrant's true identity from ZADNA or the Registry; and

5.1.2. Must, upon demand, submit complete records of the Registrant's true identity and associated Domain Name information to ZADNA or the Registry.

5.2. A Registrar that provides Privacy and Proxy Services must:

5.2.1. Publish the terms and conditions of its services on its website, including:

5.2.1.1. Processes for reporting abuse for any Domain Name utilising the service;

5.2.1.2. Processes for reporting infringements of other party's intellectual property rights;

5.2.1.3. Conditions under which the Registrar may terminate the service offered to the Registrant;

5.2.1.4. Conditions under which the Registrar providing the service may reveal the Registrant's identity and contact information; and

5.2.1.5. Description of support services that the Registrar offers to the Registrant as part of providing the service.

5.2.2. Publish a point of contact that may be used to report any intellectual property or other abuses; and

5.2.3. State expressly in its terms and conditions if its services are provided by a third party, and publish the third party's business contact information on the Registrar's website.

5.3. A Registrar shall be exempted from complying with 5.2. if it proves that a Registrant:

- 5.3.1. Uses a Privacy or Proxy Service that is not offered by the Registrar;
  - 5.3.2. Authorised the use of a Domain Name by another party without the Registrar's knowledge; and/or
  - 5.3.3. Uses the contact data of the Registrar's service without subscribing to the service or accepting the service terms and conditions.
- 5.4. Should a Registrant withdraw from, or terminate, a Privacy and/or Proxy Service for its Domain Name, a Registrar must update Registry Data and Whois information within 48 hours of the termination to reflect the Registrant as the holder of the Domain Name. A Registrar that is found contravening this provision may be suspended from registering Domain Names and may have its authorisation or accreditation revoked.

## **6. Registrar Change and Domain Name Transfer**

- 6.1. Subject to any other applicable regulations and policies of ZADNA or Registry, a Registrant may change or transfer the management of its Domain Name from its current Registrar ("losing Registrar") to another Registrar ("gaining Registrar"), which transfer changes the Registrar of record in the Registry Database.
- 6.2. Registries must, subject to ZADNA's approval, implement supplemental policies and procedures that facilitate transfer of Domain Names between Registrars.
- 6.3. A Registry must ensure that the Registrar allows any Registrant easy transfer of Domain Names to another Registrar of the Registrant's choice in accordance with the policies and procedures of the Registry, which must be approved by ZADNA.
- 6.4. A Registrar must, at the time of contracting with a Registrant for registering a Domain Name on the Registrant's behalf, inform the Registrant of applicable Domain Name transfer policies and procedures.
- 6.5. A gaining Registrar must ensure that the modifications done as part of the transfer of a Domain Name do not adversely affect the use and enjoyment of the Domain Name by its Registrant, and that the gaining Registrar complies with applicable regulations, policies and procedures.

6.6. In an event where authorisation or accreditation to serve as a Registrar is revoked, a Registry must immediately notify all the Registrants of the Domain Names managed by the revoked Registrar of the revocation, and facilitate the transfer of Domain Names from the revoked Registrar to other Registrars in accordance with the policies of the applicable Registry, as approved by ZADNA.

## 7. Renewal of Registration

7.1. A Registrant is entitled to continue renewing a Domain Name on an annual basis for an indefinite period provided that the Registrar must ensure that the Registrant complies with applicable renewal and other policies of ZADNA and the Registry.

7.2. A Registrar must notify each of its Registrants of pending registration expiration and renewal of the Registrant's Domain Name.

7.3. Failure to renew a Domain Name prior to the renewal date may result in the Domain Name registration being withdrawn, which could result in the Domain Name being available for registration by any third party.

## 8. Suspension of Registration

8.1. A Registry may suspend the registration of a Domain Name upon any of the following circumstances:

8.1.1. Pending resolution of a dispute over the Domain Name based on the ADR Regulations;

8.1.2. Threat to the stability and security of the Domain Name System;

8.1.3. The Domain Name being used in a manner which contravenes the terms and conditions applicable to particular SLD;

8.1.4. An order by a court of law;

8.1.5. Instruction by a Registrant through its Registrar; or

8.1.6. Any other abusive practice which ZADNA may classify as abusive in its policy.

8.2. Prior to any suspension based on contractual grounds between a Registry and a Registrar, the Registry should give the Registrant of a Domain Name and the Registrar a notice providing reasons for the suspension, and should update its Registry Database to reflect the suspension. Notwithstanding, the Registry may provide reasons after suspension where advance notice is not feasible.

8.3. A Registry is not required to refund a Registrar the fees already paid when suspension occurs.

8.4. A Registry may unilaterally, or on the instruction of ZADNA, lift a suspension should the circumstance causing the suspension cease to exist.

## 9. Cancellation and Deletion of Registration

9.1. A Registry may cancel or delete a registration:

9.1.1. If the Registrant does not comply with an SLD Charter;

9.1.2. Upon request by a Registrant;

9.1.3. As a result of applicable breach of contract, ADR decision or order of court; or

9.1.4. On any other ground which is consistent with the applicable .ZA regulations, policies and procedures.

9.2. A Registry must give a Registrant a prior notice of not less than 5 working days about the pending cancellation or deletion, where the cancellation or deletion is not a result of a dispute resolution process or is not initiated by the Registrant, provided that the Registry may give a shorter notice if this is in the interests of stability and security of .ZA or the Domain Name System.

9.3. Where a Registrant makes a cancellation or deletion request, a Registry may voluntarily suspend a registration for a period of up to thirty (30) days following the expiry of the pending deletion phase, and notify the Registrant of the suspension. The party requesting a cancellation or deletion may withdraw the cancellation or deletion request at any time during the grace period.

9.4. After having given prior notice to ZADNA, the applicable Registrar and Registrant, or upon instruction by ZADNA, a Registry may, at its own discretion, initiate a suspension pending investigation by itself or ZADNA, or a deletion if the use of the Domain Name compromises the security and stability of the Domain Name System or internet.

- 9.5. Notwithstanding 9.1, a Registrant may invoke an appeal mechanism of ZADNA to appeal a decision to delete a Domain Name, and a Registry may not suspend or delete a registration until the notice of an appeal outcome is served on the Registrant through the Registry.
- 9.6. Should an appeal uphold a Registry's intention to delete a registration, the Registry must give a Registrant a notice of not less than 5 calendar days prior to the deletion.
- 9.7. Should an appeal be successful, a Registry must immediately cease any process that was put in place to suspend or delete the registration, and must confirm having done so to ZADNA and the Registrant within 2 calendar days of receipt of the appeal outcome.

## **10. Registry Supplemental Policies and Procedures**

- 10.1. A Registry may, subject to the approval of ZADNA, develop operational policies and procedures, and, subject to the notification of ZADNA, develop supplemental policies and procedures to give effect to this Policy, including supplemental policies and procedures for Domain Name transfer, update, suspension, redemption and deletion, Whois, Privacy, Proxy Services, and for registration and management of Domain Names.

## **11. Restricted SLDs**

A Restricted SLD is intended for the exclusive use of a specific, defined community or group and/or for use only for specific purposes, and for this reason requires to be treated differently in several ways from an Unrestricted SLD. Provisions in this section are specific to Restricted, Moderated SLDs and Restricted, Un-moderated SLDs, and expressly state provisions that differentiate them from Unrestricted SLDs.

### **11.1. Registry Service**

- 11.1.1. Subject to the provisions relating to Registries in the General Policy and to other requirements of ZADNA for Registries, and in accordance with the .ZA SLD Establishment and Disestablishment Policy, the entity to which a Restricted SLD has been delegated ("SLD Administrator") may itself provide the Registry

service for the SLD or may appoint another entity to provide the Registry service.

11.1.2. ZADNA, or a Restricted SLD Administrator upon approval by ZADNA, may change the Registry, provided that a notice of not less than 30 calendar days is served on the SLD Registrants and Registrars.

11.1.3. ZADNA may develop a specific policy and procedure stipulating the process that must be followed in transferring the SLD Registry Database from one Registry to another.

## **11.2. Registrar Service**

11.2.1. Subject to the provisions relating to Registrars in the General Policy:

11.2.1.1. A Registry or Administrator of a Restricted SLD must, subject to the approval of ZADNA, develop and implement a registrar accreditation or appointment policy, which may stipulate additional Registrar responsibilities specific to the SLD.

11.2.1.2. ZADNA or a Restricted SLD Administrator, upon approval by ZADNA, may appoint or accredit a single Registrar or multiple Registrars for the SLD.

11.2.1.3. A Restricted SLD Administrator may, subject to approval by ZADNA, serve as the sole Registrar for the SLD, or may serve as a Registrar in addition to appointing or accrediting other Registrars.

## **11.3. SLD Administrator**

11.3.1. A Restricted SLD Administrator may:

11.3.1.1. Moderate Domain Name applications itself to ensure their compliance with the Charter;

11.3.1.2. Appoint another person to serve as the moderator;

11.3.1.3. Serve as the Registry for the Restricted SLD; and/or

11.3.1.4. Designate and appoint another entity to serve as the Registry, provided that the designated Registry meets ZADNA's requirements for the accreditation or appointment of Registries.

11.3.2. The Restricted SLD Administrator must develop and implement a moderation procedure that explains the manner in which Domain Name applications will be moderated.

#### **11.4. Power to delete Non-Compliant Registrations**

11.4.1. Subject to 9.5, the Registry of a Restricted SLD may suspend or delete a registration that no longer complies with a Restricted SLD's eligibility criteria, provided that the Registry must give a concerned Registrar and Registrant an opportunity of not less than 5 calendar days to rectify non-compliance or provide reasons why the registration should not be deleted.

#### **11.5. Rights Protection**

11.5.1. A Restricted, Moderated SLD has each application verified by its Registry, or another person appointed for such purpose, to determine if it complies with its Charter, and accordingly eliminates the risk of Domain Name disputes. Restricted, Moderated SLDs are accordingly exempted from the application of the .ZA ADR Regulations, unless their Registries voluntarily adopt the Regulations as a means for resolving Domain Name disputes, and require Registrants in the Restricted, Moderated SLDs to submit to the application of the ADR Regulations.

#### **11.6. Domain Name Fees**

11.6.1. Subject to ZADNA's approval, a Registry of a Restricted SLD may elect not to charge Domain Name fees to its Registrars or Registrants.

11.6.2. Any change to the approved fee structure of a Restricted SLD, including change from not charging fees to charging fees, may not come into effect until ZADNA issues a written notice on its website and to the Registry and Registrars of the SLD.

11.6.3. Regardless of whether or not a Restricted SLD charges Domain Name fees, ZADNA may, in consultation with the community concerned, charge the



Registry of a Restricted SLD Domain Name fees as a measure of recovering costs that ZADNA incurs in regulating and overseeing the SLD.

## **12. Private Use SLDs**

12.1. A Private Use SLD serves a single person and may not allow Domain Name registration for use by other parties. Accordingly, a Private Use SLD is exempted from complying with the General Policy, but ZADNA may develop a separate policy for Private Use SLDs, and may amend the General Policy to make its provisions apply to Private Use SLDs.

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**END**