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*This policy is issued by the office of the Domain Name Commissioner on behalf of [InternetNZ](#), the Internet Society of New Zealand Incorporated.*

## ROLES AND RESPONSIBILITIES

### 1. Statement of Purpose

This policy:

- 1.1 Sets out the roles, rights and obligations of everyone involved in the Shared Registry System ("SRS"): InternetNZ, .nz Registry Services ("NZRS"), registrars, moderators and registrants.
- 1.2 Establishes the standards of behaviour required to operate in the .nz domain name space and sets out the consequences of breaching these standards.

### 2. Background

- 2.1 InternetNZ has responsibility within New Zealand for the .nz domain name space and has implemented a SRS for the management of .nz domain name registrations and the operation of .nz. InternetNZ has delegated responsibility for management and oversight of the .nz domain name space to the .nz Oversight Committee (NZOC) and has established the Office of the Domain Name Commissioner (DNC) as an operational office for .nz.
- 2.2 The New Zealand SRS establishes a single register for registering domain names and associated technical and administrative information. The register is administered by NZRS. Registrants cannot access the register directly. Registrants must get access through an authorised registrar. Registrars register domain names and are able to modify information associated with that name on the register. Registrars solely are responsible for managing their relationship with registrants. There is no communication between NZRS and registrants.

### 3. Roles and Responsibilities – Registrar

- 3.1 Registrars' obligations and responsibilities are set out in the [Authorisation Agreement](#), the [Connection Agreement](#), and the .nz [Registrant Agreement Core Terms and Conditions](#). The responsibilities set out are the minimum standards of behaviour required to operate in the .nz DNS and form part of the .nz policies and procedures. Additional general principles are set out below to assist in understanding the role of and the standards required of registrars involved in the SRS.

Registrars will:

- 3.2 Maintain the integrity of the register.
- 3.3 Behave ethically and honestly and operate in good faith according to established standards.
- 3.4 Promote the confidence of registrants by maintaining fair and open competition, including not colluding with other registrars when setting pricing structures.
- 3.5 Only register a domain name at the request of a domain name registrant. That is, registrars shall not register domain names on their own behalf unless they are or will be using that domain name themselves. In this context, use of a domain name does not include leasing it to a third party.
- 3.6 Not undertake any action that results in preventing any legitimate domain name registration.
- 3.7 Not send a renewal notice for a domain name, or anything that could reasonably be construed to be a renewal notice, to a registrant or any other person, unless both:
  - 3.7.1 the sender is the registrar-of-record; and
  - 3.7.2 the recipient is noted on the register as either the registrant or the administrative contact for the domain name;except that registrars may send a renewal notice to the reseller of a domain name.
- 3.8 Advise the registrant of the need to renew, preferably at least 30 days prior to expiry by:
  - 3.8.1 sending an email to the registrant's email address; and
  - 3.8.2 sending a notice to the registrant's postal addressas recorded in the WHOIS information for that domain name.
- 3.9 Not make an offer to a registrant for whom they are not currently the registrar-of-record or to any person, for domain name services unless:
  - 3.9.1 the offer does not include specific domain name or related information such as expiry or renewal dates and it is clear that the offer is a solicitation for business;
  - 3.9.2 the offer includes a statement that any registrant is under no obligation to respond. The registrar should specify that a registrant can choose to continue to manage their domain name registration through the registrant's current registrar and that nothing will happen to their domain name, or their entitlement to it, if they do not respond;
  - 3.9.3 it is clearly explained that any registrant may be required to transfer between registrars if they accept the offer. Any costs associated with that need to be clearly identified;
  - 3.9.4 the contact information for any registrant is not obtained from the NZRS WHOIS server.

- 3.10 When advertising their services, comply with all relevant legal requirements and standards.
- 3.11 Take action to ensure that its employees are trained on and informed of all registrar's obligations in the Authorisation Agreement, the Connection Agreement, the .nz Registrant Agreement Core Terms and Conditions and the .nz policies and procedures. The DNC has the power to audit registrars to ensure that they comply with this requirement.
- 3.12 Establish a dispute and complaint resolution process that is clearly publicised and readily available to their customers. If this is not covered fully in the registrar's terms and conditions it should at least be referred to, with a clear reference to the detailed process. The dispute and complaint resolution process shall make it clear that disputes regarding the registrar's terms and conditions follow a separate procedure from complaints about breaches of the .nz policies and procedures. Dispute and complaint resolution procedures must be subject to New Zealand law.
- 3.13 Ensure that they are able to address any issues raised by their registrants in line with the service standards specified in their terms and conditions. The DNC is not responsible for handling general inquiries from registrants and will direct any such inquiries back to the appropriate registrar.
- 3.14 Ensure that registrants are fully notified if the registrar decides to transfer in bulk the domain names allocated to them to another registrar. This should include clearly identifying who the new registrar will be, any changes to Terms and Conditions, and a statement that if they do not want their domain name to transfer to the new registrant they are able to effect a transfer to another registrar at any time.
- 3.15 Be responsible for all actions of any person or organisation acting as a reseller through the authorised registrar. Resellers are required to meet the same obligations and standards as registrars in their dealings with domain names and registrants. If a registrar does not offer registry services to what the DNC, in the DNC's sole discretion, may decide is the public, or any section of the public however that section is selected, then all users of the registrar's services will be resellers for the purposes of the .nz policies and procedures. For these purposes "the public" can include government departments, offices or agencies. Ensure that any organisation, whether a reseller or not, working in any way through or with the registrar's systems operates in a manner consistent with the .nz policies and procedures.

#### **4. Roles and Responsibilities - Registrant**

- 4.1 The core requirements of registrants are to keep all their information current and accurate, and to pay, as they become due, all the charges associated with their domain name.
- 4.2 Obligations and responsibilities of the registrant to the registrar are set out in the registrant's agreement with its registrar. That agreement must be consistent with the .nz Registrant Agreement Core Terms and Conditions. The responsibilities set out below are the minimum standards of behaviour required to operate in the .nz DNS:
  - 4.2.1 Comply with all of the obligations as listed in the Registrant Agreement.
  - 4.2.2 Ensure all information given to the registrar is accurate and complete.

- 4.2.3 Keep the registrar informed of changes to information in the register or required by the registrar.
  - 4.2.4 Confirm the information held on the register associated with their domain name through doing a "whois" search on the register.
  - 4.2.5 Ensure their use of a domain name will not infringe anybody's intellectual property rights, and protect the registrar, and everybody the registrar is in any business relationship with to provide services to the registrant, from any such claim.
  - 4.2.6 Ensure the registrar's services, and the domain name, are not used for an unlawful purpose.
  - 4.2.7 Ensure that any order of any authority having jurisdiction regarding any domain name registered to a registrant is complied with.
  - 4.2.8 Ensure everyone the registrant is responsible for, or who uses a domain name registered by the registrant, carries out the duties listed in this policy.
  - 4.2.9 Take complaints about the registrar up with the registrar in the first instance before presenting it to the DNC who will decide whether to investigate it.
  - 4.2.10 Raise any claim or dispute within 60 days from the date the relevant service was supplied to them.
- 4.3 Registrants are reminded that registrars are not obliged to accept:
- 4.3.1 any registrant; or
  - 4.3.2 any responsibility for managing any domain name.
- 4.4 When a registrar gives a registrant formal notice of the registrar's intention to cancel the Registrant Agreement, the registrant must transfer their domain names to another registrar before the date of cancellation, as specified in the notice. Any names not transferred at the end of the notice period may be cancelled by the registrar upon the cancellation of the Registrant Agreement.
- 4.5 Once a name has been registered the registrant may specify further sub-domains that can appear to the left of the registered name. These sub-domains are outside the scope of InternetNZ policy and are the responsibility of the registrant. They are however, expected to be in the spirit of RFC1591.
- 4.6 The registrar obligations in clause 3.9 of this policy also apply to registrants.

## **5 Roles and responsibilities of Moderators**

- 5.1 Moderators may only register names consistent with the moderation policy.
- 5.2 The Moderator does not have power to independently resolve issues about the meaning or scope of the moderation policy, but may refer the issues to the DNC for resolution by the DNC in consultation with the Moderator.

- 5.3 Registrations of names that the DNC determines to be clearly in breach of the moderation policy will be cancelled (even if initially approved by the Moderator).
- 5.4 The DNC may, in the DNC's sole discretion, replace or change a Moderator at any time if issues with the Moderator and their application of the moderation policy, recur.

## **6 Roles and responsibilities of Registry (NZRS)**

- 6.1 NZRS's obligations and responsibilities are detailed in the Connection Agreement. The responsibilities set out in that document are the minimum standard of behaviour required of NZRS and form part of the .nz policies and procedures.
- 6.2 NZRS is also bound by the requirements detailed in any Service Level Agreement between it and InternetNZ that may be in place from time to time.

## **7. Roles and Responsibilities of InternetNZ**

- 7.1 The obligations and responsibilities of InternetNZ are detailed in the [Authorisation Agreement](#). The responsibilities set out in that document are the minimum standard of behaviour that InternetNZ expects to meet in its day-to-day relationships with NZRS and the registrars and form part of the .nz policies and procedures.
- 7.2 The Office of the DNC will oversee the SRS and ensure an open, competitive and fair market.
- 7.3 The Office of the DNC will:
  - 7.3.1 Operate in a transparent, ethical manner, honouring principles of good faith and fairness.
  - 7.3.2 Administer and enforce the .nz policies and procedures.
  - 7.3.3 Offer a training seminar to registrars when they gain authorisation, and offer other training courses as required should any significant changes to the .nz DNS be made.
  - 7.3.4 Consult as widely as is practicable when developing or changing policies and procedures, and notify all affected parties of any change in policy or procedure before the change becomes active.
  - 7.3.5 Recognise, promote, and protect the rights of registrants.
- 7.4 The Office of the DNC will not:
  - 7.4.1 Become involved directly in any dispute that is outside the scope of the "[Dispute and Complaint Process](#)" document ("DCP").
  - 7.4.2 As far as practicable, instruct NZRS to make changes to the register without notifying the registrar of the nature of the changes and the reason for them.
  - 7.4.3 Recommend any registrar to registrants.

- 7.4.4 Enter into any discussion or arrangements relating to financial transactions between registrars and registrants except where they may be in breach of the policies and procedures.

## **8. Sanctions for Registrars and Registrants**

This section refers to the sanctions that the DNC may impose for breaches of the .nz policies and procedures.

- 8.1 Sanctions are enforced by the DNC on behalf of InternetNZ.
- 8.2 Sanctions may be temporary or permanent.
- 8.3 Sanctions are at the sole discretion of the DNC, or NZOC if the DNC consults NZOC.
- 8.4 Sanctions shall be proportionate to the breach, having regard to all the surrounding circumstances of the breach at the time when it occurred, its consequences and the purposes of the .nz policies and procedures.
- 8.5 Sanctions may be imposed on whatever conditions the DNC or NZOC (as the case may be) considers fit.
- 8.6 Sanctions against any party to the SRS may include, but are not limited to:
  - 8.6.1 correction of any details in the register;
  - 8.6.2 transfer or cancellation of domain names (subject to the conditions contained in clause 8.7 below).
- 8.7 Sanctions against registrars may include, but are not limited to:
  - 8.7.1 suspension of some or all of the registrar's functions, entitlements or rights;
  - 8.7.2 directions to undertake or to reverse transaction(s);
  - 8.7.3 directions to take or not to take certain actions in connection with domain names, information or money connected with domain names;
  - 8.7.4 directions to make statements on the registrar's website;
  - 8.7.5 fines;
  - 8.7.6 directions to pay money to any party that the DNC has determined has suffered loss as a result of a breach;
  - 8.7.7 sanctions resulting from a breach of the .nz policies and procedures by resellers or others working through the registrar's systems;
  - 8.7.8 registrar de-authorisation.
- 8.8 Sanctions against registrants may include, but are not limited to:
  - 8.8.1 Domain name registration cancellation where:

8.8.1.1 WHOIS information is found to be incorrect. First, the DNC or registrar shall make such attempts as the DNC considers appropriate to get the information corrected. Then, if the information remains incorrect, the domain name registration may be cancelled. If necessary the domain name registration may be cancelled without notice to the registrant;

8.8.1.2 The registrant has obtained the domain name by fraud or deception. In this situation the DNC, upon receiving a complaint from a registrar, may cancel the domain name without warning. NB: the DNC will not make any attempt to recover monies owed to the registrar.

## 9. General Information

9.1 A range of current information about .nz policies, registrant rights, and domain names in general is publicly available on the Internet at <http://dnc.org.nz>.

9.2 Additional information relevant to the interpretation and operation of this policy can be found in the **RMC** (Registering, Managing and Cancelling Domain Names) policy at [http://dnc.org.nz/content/registering\\_managing\\_cancelling.pdf](http://dnc.org.nz/content/registering_managing_cancelling.pdf) and the **2LD** (Second Level Domains) policy at [http://dnc.org.nz/content/second\\_level\\_domains.pdf](http://dnc.org.nz/content/second_level_domains.pdf)

9.3 If anyone has any questions regarding this document they should email [policies@dnc.org.nz](mailto:policies@dnc.org.nz).