



Operating Agreement

Internet New Zealand Incorporated (InternetNZ)

and

Domain Name Commission Limited (DNCL)

AGREEMENT dated the 28th day of August 2026

BETWEEN

INTERNET NEW ZEALAND INCORPORATED (Inc. No. 692906), a duly incorporated society having its registered office at Level 13, 18 Willis Street, Wellington (InternetNZ)

AND

DOMAIN NAME COMMISSION LIMITED a duly incorporated company having its registered office at Level 13, 18 Willis Street, Wellington (DNCL)

Background

- A. InternetNZ is an incorporated society that administers the .nz Domain Name Space for the collective benefit of Aotearoa New Zealand. It operates exclusively for charitable purposes as provided in [InternetNZ's Constitution](#).
- B. DNCL is an incorporated company and subsidiary of InternetNZ and InternetNZ appoints DNC to manage aspects of the .nz Domain Name Space on behalf of InternetNZ, in particular the Oversight Services to:
 - a) enforce the .nz Rules and contractual framework in relation to the .nz Domain Space; and
 - b) provide a .nz Dispute Resolution Scheme.
- C. The parties wish to record the terms and conditions upon which the Oversight Services will be performed.

1 Definitions

- 1.1 In this Agreement, unless the context otherwise requires or is specified otherwise:

Agreement means this services agreement, including any Schedule.

Approved Budget means the budget that is presented by DNCL to InternetNZ and is signed off by the InternetNZ Board.

Associated Agreements means the Authorisation Agreement and the Connection Agreement and any other agreements that support the management of the .nz including agreements entered into regarding connection testing and warranties given by applicants seeking registrar status.

Business Day means a day other than a Saturday, Sunday, or public holiday in Wellington.

Board Member means any member of the InternetNZ Board.

Chair of the DNCL Board means

Commencement Date means the date that the last party executes this Agreement;

Confidential Information means any information that is confidential in nature or ought reasonably to be treated by the other party as confidential, which includes, without limitation, object code, source code, modifications to hardware or software, product knowledge, quality standards, research and development, unpublished specifications, technical information, manipulated data, business plans, business processes, methodologies, techniques, general know-how, costs, user lists, financial data, market research and trade secrets.

Data means the data and records contained in the Register that is the Domain Name Holder data, being the contact details of the Domain Name Holder, the domain zone data, being the data that is published by the Query Service provided by InternetNZ, and the domain status data, being the rest of the data and records in the Register including the registration date, expiry date and registrar details.

Domain Name Commissioner means the senior employee of Domain Name Commission Limited who is assigned that role pursuant to his or her Employment Agreement and in the case of absence of duty from whatever cause, includes an Acting Domain Name Commissioner appointed by the Board of Directors of DNCL.

Domain Name Holder means the person or lawfully constituted entity named on the .nz Register including, as the context requires:

- a) the person or entity identified in the 'Registrant Name' field as the result of a query search via the DNC website domain lookup tool; and
- b) a prospective Domain Name Holder.

Exclusive Licence means the licence granted by InternetNZ to DNCL in clause 8.1.

Intellectual Property Rights means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how, database rights and any other intellectual property rights, whether registered, in the course of being registered or unregistered and any analogous rights worldwide.

InternetNZ Board means InternetNZ's governing body consisting of elected and appointed board members.

InternetNZ Group Strategy means the strategy agreed to by the InternetNZ Group;

Licence Agreement means the 'Licence Agreement' dated 11 December 2015 between InternetNZ and DNCL.

Licences means the Exclusive Licence and the Non-Exclusive Licence.

.nz Domain Name Space means the Internet domain names ending in the suffix code ".nz".

.nz Nameservers means the authoritative .nz nameservers operated by, or on behalf of, InternetNZ.

.nz Rules means the rules that bind all the participants in the .nz Domain Name Space, which can be found on the InternetNZ [website](#).

Non-Exclusive Licence means the licence granted by InternetNZ to DNCL in clause 8.3.

Oversight Services means the services to enforce the .nz Rules and contractual framework in relation to the .nz Domain Name Space and provide a .nz dispute resolution service as detailed in [Schedule 1](#), and such other activities as InternetNZ and DNCL may agree from time to time.

Query Service means the service provided to the general public in accordance with the .nz policies to enable a search for domain name registration data.

Register means the database that is the sole register of .nz domain names and is the authoritative record of top level domains and Domain Name Holders in New Zealand.

Register Rights means any copyright, database rights, rights in confidential information and any other Intellectual Property Rights that may exist in the Register.

Schedule means a schedule attached to this Agreement.

Services Fee means the amount to be paid to DNCL by InternetNZ as contemplated in clause 5.1.

IRS means the system used by registrars to create and manage domain name registrations.

- 1.2 In this Agreement, unless the context requires otherwise:
- a) words importing a gender include all genders;
 - b) words importing the singular or plural number include the plural and singular number respectively;
 - c) headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this Agreement; and
 - d) a person includes any individual, corporation, unincorporated association, government department or local authority.
- 1.3 Where there is a conflict between the body of this Agreement and a Schedule then, to the extent of the conflict, the body of this Agreement will prevail unless there is express provision to the contrary in a Schedule.
- 1.4 Where there is conflict or inconsistency between this Agreement and the .nz Rules, to the extent of the conflict, the .nz Rules shall prevail.

2 Guiding values

- 2.1 **Relationship guided by values:** InternetNZ and DNCL acknowledge that their relationship under this Agreement will be guided by Ngā Uara (the [values of the InternetNZ Group](#)), including Ngākau pono (we stand with integrity and accountability), Ngākau tahi (we collaborate with respect and shared purpose) and Ngākau nui (we care, connect, and enable), and tikanga principles.
- 2.2 **Good faith:** InternetNZ and DNCL have a shared purpose to maintain the security, stability and resilience of the .nz Domain Name Space and recognize the importance of cooperating in good faith.

3 Term

- 3.1 **Term:** This Agreement will commence on the Commencement Date and will continue until terminated in accordance with the terms of this Agreement.

4 Oversight Services

- 4.1 **InternetNZ appoints DNCL:** InternetNZ appoints DNCL to provide the Oversight Services as detailed in [Schedule 1](#).
- 4.2 **DNCL's Obligations:** DNCL agrees to carry out the Oversight Services and in doing so DNCL shall:
- a) carry out the Oversight Services:

- i) in a fair, transparent and professional manner, using all due care and skill;
 - ii) in a manner that does not infringe the Intellectual Property Rights of InternetNZ or any third party;
 - iii) in accordance with the .nz Rules and relevant contractual frameworks in relation to the .nz Domain Name Space;
 - iv) in compliance with all applicable laws, regulations and codes of practice;
 - v) using suitably qualified and experienced personnel; and
 - vi) in accordance with good business practices;
- b) take all reasonable steps to align its operations with the InternetNZ Group Strategy;
- c) take all reasonable steps to carry out its operations within the allocated amount in the Approved Budget, unless otherwise approved in writing by both parties; and
- d) unless provided for in this Agreement, liaise and work in good faith and in accordance with any other agreed business practices, with InternetNZ, especially in relation to matters that may require consultation, are joint responsibilities or involve the interests of InternetNZ and/or the InternetNZ Group. For avoidance of doubt matters that may involve the interest of InternetNZ and/or the InternetNZ Group are provided in [Schedule 2](#).

4.3 **Oversight Services not exhaustive:** The parties acknowledge that the Oversight Services does not include all the requirements and functions placed on DNCL provided for in the .nz Rules.

4.4 **DNCL's independence:** In accordance with the .nz Rules, DNCL acts independently of, and is not responsible to, InternetNZ for the performance of its functions and responsibilities.

4.5 **Domain Name Commissioner may undertake some functions:** The Domain Name Commissioner may undertake compliance and dispute resolution functions through direct action or delegation from DNCL and in accordance with the .nz Rules and acts independently of InternetNZ.

5 Fees

- 5.1 **InternetNZ shall pay DNCL the Services Fee:** InternetNZ shall pay DNCL a Services Fee for the Oversight Services. The Service Fee will be paid in equal monthly installments.
- 5.2 **Setting the Service Fee:** The Service Fee shall be reviewed annually by both parties. Following good faith discussions, DNCL shall present to InternetNZ the Service Fee for the forthcoming financial year as part of their draft budget. InternetNZ shall review and approve the Service Fee as part of the usual budget approval process. Any agreed adjustment shall be agreed to in writing and take effect from 1 April.
- 5.3 **Considerations when calculating the Service Fee:** When calculating the Service Fee, both parties shall consider:
- a) the scope of the Oversight Services;
 - b) market conditions
 - c) any fees paid to DNCL pursuant to its functions or to the functions set out in the .nz policies (for example, fees to registrar authorisation processes, or fees relating to dispute resolution services); and
 - d) Investment interest
- 5.4 **Contingency allowance:** DNCL acknowledges that as part of its overall budget it includes a reasonable contingency allowance (not exceeding 60% of DNCL's annual operating budget) for unexpected or additional costs arising in the course of performing the Oversight Services. DNCL shall use such contingency allowance before requesting InternetNZ for additional fees (in accordance with the following clause).
- 5.5 **DNCL may request additional fees:** If DNCL determines that the contingency allowance has been, or is likely to be, fully exhausted, DNCL may submit a written request to InternetNZ for additional fees to cover any unexpected or additional costs arising in the course of performing the Oversight Services. The written request must include supporting details of the unforeseen costs incurred or any anticipated costs. InternetNZ shall consider such request in good faith and provide DNCL with a written decision within a reasonable timeframe.

6 Intellectual Property Rights

- 6.1 **Intellectual Property Rights vest in InternetNZ:** All Intellectual Property Rights, including any Register Rights, arising from or in connection with carrying out

the Oversight Services by DNCL under this Agreement, will on creation vest absolutely in InternetNZ and DNCL will execute all documents and do all acts and things reasonably necessary for the purpose of giving effect to this clause.

7 Ownership of Register Rights

- 7.1 **InternetNZ owns Register Rights:** DNCL acknowledges that InternetNZ owns the Register Rights and that all right title and interest in such Register Rights will on creation (whether created by DNCL or otherwise) vest in Internet NZ.
- 7.2 **Existing Register Rights:** Existing Register Rights created and owned by DNCL under the Operating Agreement or otherwise, DNCL hereby assigns to InternetNZ absolutely its entire right title and interest in such Register Rights.
- 7.3 **Future Register Rights:** Future Register Rights created by DNCL that, notwithstanding the intention of the parties that all rights in the Register vest in Internet NZ, still vest in DNCL, DNCL agrees to assign such rights to Internet NZ promptly on creation and shall hold such rights on trust for Internet NZ until such assignment is completed.
- 7.4 **Previous Register Rights:** Register Rights created and owned by DNCL under any previous agreements, including the Licence Agreement, were properly transferred to InternetNZ. To the extent such Register Rights were not properly transferred as at the Commencement Date, DNCL agrees to carry out all acts including the signature of any confirmatory assignment documents as InternetNZ may require to give effect to this clause.

8 Licence

- 8.1 **Grant of Exclusive Licence:** To enable DNCL to carry out the Oversight Services and subject to clause 12.5(c), InternetNZ grants DNCL during the term of this Agreement an exclusive, non-transferable, royalty free, worldwide licence of the Register Rights to use the Data and/or the Register to:
 - a) publish the Data in bulk;
 - b) publish historical or non-current versions of the Data;
 - c) contact Domain Name Holders in bulk using contact details of those Domain Name Holders contained in, or that has been contained in, the Register;
 - d) access the Register in bulk through the Query Service;
 - e) make multiple Query Service requests for the purpose of bulk collection of the Data; and

- f) bring, instigate, initiate or defend proceedings for and on behalf of InternetNZ in accordance with clause 9.

8.2 **Exclusive Licence exclusions:** The Exclusive Licence does not include the right to make the Data or Register available:

- a) on an individual record basis through the Query Service;
- b) through the .nz Nameservers, IRS or other Registrar systems; or
- c) in the form of aggregated data that does not contain any individual records,

such rights may, however, fall within the scope of the Non-Exclusive Licence in clause 8.3;

8.3 **Grant of Non-Exclusive Licence:** Subject to and in addition to the Exclusive Licence, InternetNZ grants DNCL a non-exclusive, non-transferable, royalty free, worldwide licence to use the Register to the extent necessary to carry out the Oversight Services, where such use is not licensed under the Exclusive Licence.

9 Infringements of InternetNZ rights by third party

9.1 **DNCL to notify InternetNZ:** If, whilst carrying out any of the Oversight Services, DNCL becomes aware of any infringement, potential or suspected infringement by a third party of any of the rights of InternetNZ (whether Register Rights, rights conferred by any applicable law or regulation, or rights under an Associated Agreement) (Infringement), DNCL shall promptly notify InternetNZ in writing.

9.2 **Determine who to lead proceedings:** Following DNCL notifying InternetNZ of any Infringement, both parties will work together in good faith to determine the most appropriate party to lead on any proceedings or other actions in respect of such Infringement. If it is decided that InternetNZ is best placed to lead any such actions, DNCL will provide InternetNZ with such assistance as InternetNZ may reasonably request in preparing for and undertaking those actions.

9.3 **DNCL may lead proceedings:** If following consultation under clause 9.2 both parties decide DNCL is the party best placed to lead any action for Infringement, then DNCL has the right to bring proceedings in its own name or on behalf of InternetNZ (as the case may be), or settle any claim on behalf of InternetNZ, for such Infringement. Any additional fees shall be requested in accordance with clause 5.5 of this Agreement.

- 9.4 **Obligations if DNCL lead proceedings:** If DNCL takes action in accordance with clause 9.3, DNCL will:
- a) promptly provide InternetNZ with notice of any such proceedings;
 - b) regularly inform InternetNZ of progress;
 - c) follow any instruction or direction of InternetNZ in relation to the exercise of a right conferred under clause 9.3;
 - d) promptly provide such information as InternetNZ may request, including copies of all documents filed in the proceedings;
 - e) when requested by InternetNZ, immediately notify the relevant court that its grant of the right to bring and enforce the proceedings has been revoked and it will do all things necessary to ensure that InternetNZ is joined or substituted as a party in the relevant proceedings to the extent permitted by law.
- 9.5 **InternetNZ may discontinue or cease proceedings:** Subject to clause 9.4(e) if InternetNZ joins or substitutes DNCL as a party in the relevant proceedings, InternetNZ may, where it is the plaintiff, discontinue those proceedings or where it is the defendant, it may cease to defend those proceedings.
- 9.6 **Joint proceedings:** If, under applicable law, DNCL is unable to bring proceedings solely in its own name, it may seek written consent from InternetNZ to bring such proceedings jointly with InternetNZ, such consent not to be unreasonably withheld.
- 9.7 **DNCL indemnifies InternetNZ:** If InternetNZ is joined to proceedings pursuant to clause 9.6 or otherwise, DNCL shall indemnify and hold harmless InternetNZ and its respective Board Members, directors, employees and agents, from and against any and all claims, demands, losses, causes of action, damages and expenses (including without limitation, legal fees) arising from or in connection with such proceedings.
- 9.8 **Damages, profits, awards and settlement amounts:** Any damages, profits, awards and settlement amounts recovered by DNCL for any such Infringement will be applied first to reimburse DNCL for all actual costs and expenses incurred by it in bringing proceedings (less any additional fees paid by InternetNZ to cover any such costs and expenses) with any balance of funds then remaining, being paid to InternetNZ.

10 Use of Register

- 10.1 **Treatment of Register:** DNCL acknowledges that the Register consists of valuable information to InternetNZ. DNCL will treat the Register with the same care as if it was the owner of the Register and shall only use or permit the Register to be used for the purposes of carrying out the Oversight Services.
- 10.2 **DNCL to comply with legislative requirements:** DNCL will comply with the requirements of the Privacy Act 2020, the Unsolicited Electronic Messaging Act 2007 and any other applicable law or regulations relevant to its use of the Register.

11 Confidentiality

- 11.1 **Use of Confidential Information:** DNCL will treat as confidential all Confidential Information and will only use the Confidential Information for the purpose of carrying out its obligations under this Agreement. DNCL will not disclose the Confidential Information to any person without InternetNZ's prior written consent (except to its employees, for whom DNCL will be responsible, and then only to those employees who need to know such information).
- 11.2 **Exclusions:** Clause 11.1 does not extend to information that:
- a) can be established by written records to be already known to DNCL at the time of disclosure;
 - b) is in or enters the public domain through no fault of DNCL; or
 - c) DNCL is obliged by law to disclose, provided that it has first advised InternetNZ of this obligation and has allowed InternetNZ reasonable time to avoid the disclosure having to be made, and has given InternetNZ such assistance as InternetNZ reasonably requests.
- 11.3 **Delivery on request:** DNCL will deliver to InternetNZ on request all Confidential Information and any other document supplied by or obtained from InternetNZ.

12 Termination

- 12.1 **InternetNZ ceases to be the sole authority:** InternetNZ may terminate this Agreement if they cease to be the sole authority for the management and administration of the .nz Domain Name Space by giving notice in writing to DNCL.
- 12.2 **Termination by InternetNZ:** In addition to the termination rights set out above, InternetNZ may terminate the Agreement by giving 90 Business Days notice in writing to DNCL.

12.3 **Either party may terminate:** Either party may terminate this Agreement:

- a) by notice in writing if the other party becomes subject to any form of Insolvency or other external administration; or
- b) if there is a material breach of this Agreement by the other party and:
 - i) the material breach cannot be rectified; or
 - ii) the material breach can be rectified but the party in breach fails to remedy such breach within the timeframe specified in the written notice from the other party specifying the breach and requiring it to be remedied.

12.4 **Pre-termination consultation between InternetNZ and DNCL:** Prior to issuing any notice of termination under this Agreement, the parties agree to engage in good faith discussions to determine how matters of relevance will be handled prior to termination, including any transition period, employment matters, amendments to .nz Rules and if a handover agreement will be entered into.

12.5 **Consequences of termination:** If this Agreement is terminated:

- a) DNCL's appointment to carry out the Oversight Services under this Agreement will cease; and
- b) DNCL shall:
 - i) immediately provide to InternetNZ:
 - A) all records and information, including Confidential Information, in DNCL's possession or control; and
 - B) all other property of InternetNZ (including, without limit, documents and associated Intellectual Property) which is in the possession or control of DNCL; and
 - C) all other assets or property of DNCL that are needed for the performance of DNCL's functions and duties under .nz policies or under this agreement.
 - ii) if requested by InternetNZ, destroy or erase all copies in any form of the Confidential Information; and
 - iii) carry out all acts, including the execution of any confirmatory assignment documents, as InternetNZ may require to give effect to this clause; and

- c) all licences granted under this Agreement shall be revoked with immediate effect, except to the extent needed to close out any claim of infringement it is involved in under clause 9.

12.6 **Continuing obligations:** Termination of this Agreement will not affect the provisions of this Agreement which are intended to continue, or should reasonably continue, after termination (including, without limit, clauses 6, 8, 11, and 13). Termination will not affect any claim by either party against the other party arising out of any breach or failure under this Agreement prior to termination.

13 Disclaimer and indemnity

13.1 **Warranties:** Except as expressly provided in this Agreement, all representations or warranties (statutory, express or implied), except any which may not lawfully be excluded, are expressly excluded.

13.2 **DNCL indemnifies InternetNZ:** Without prejudice to any other rights and remedies of InternetNZ, DNCL indemnifies InternetNZ against all liabilities, damages, costs or expenses that InternetNZ sustains or incurs arising out of or in connection with any claim from the performance of its Oversight Services infringing the rights (including any Intellectual Property Rights) of any person.

14 Insurance

14.1 **DNCL to maintain insurance:** DNCL will effect and maintain, with a reputable third party insurance company and during the Term, professional indemnity insurance and such other insurance in relation to performance of its Oversight Services, at such coverage limits, as a prudent person carrying out similar activities would maintain.

15 Force Majeure

15.1 **No liability under Force Majeure:** Neither of the parties will have any liability whatsoever or be deemed to be in default, for any delay or failure in performance under this Agreement resulting from acts beyond the control of that party, including, but not limited to, acts of God, acts or regulations or orders of governments, war or national emergency, accident, fire, riot, lock-outs, industrial disputes or epidemics.

16 Records

16.1 **DNCL to maintain proper and accurate records:** DNCL agrees to keep and maintain proper and accurate records relating to the Oversight Services,

including accounting records, statistical information, transactions, correspondence and any relevant communication with each other or any third parties (such as relevant Domain Name Holders) for a period of not less than 7 years.

- 16.2 **Audit:** DNCL will permit InternetNZ and any person authorised by InternetNZ to inspect or audit the records and accounts referred to in clause 16.1 during normal business hours and to take copies and extracts from those records and accounts.

17 Notices

- 17.1 **Giving notice:** Any notice, invoice or other document required or authorised to be given under this Agreement may be given:

- a) To DNCL by emailing the Domain Name Commissioner and the Chair of the DNCL Board.
- b) To InternetNZ by emailing Tumutaumatua | General Manager Organisational Performance.

Any notice, invoice or other document emailed will be treated as given or served and received by the other party on the day it is sent by the sender to the email addresses noted above.

18 General

- 18.1 **Entire agreement:** This Agreement represents the entire agreement between the parties regarding the subject matter of this Agreement, and supersedes any previous understanding or agreements between the parties, including for the avoidance of doubt the Operating Agreements dated 1 April 2008 and 25 March 2021 between InternetNZ and DNCL and the Licence Agreement, all of which are terminated with effect from the date this Agreement is signed by both parties.
- 18.2 **No partnership, joint venture or agency:** This Agreement will not be deemed to create a partnership, joint venture or agency relationship of any kind between the parties. Any agency relationship must be expressly created by written agreement, which clearly defines the scope of authority and any limitations on that authority.
- 18.3 **Remaining provisions:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in force and effect.

- 18.4 **Variations:** No variation or waiver of any provision of this Agreement will be recognised or binding unless it is in writing and signed by both parties.
- 18.5 **No assignment or transfer:** DNCL may not assign or transfer this Agreement or any of its rights or obligations under this Agreement, whether in whole or in part, without the prior written consent of InternetNZ.
- 18.6 **Public statements:** DNCL may not make or authorise any public announcement or public disclosure regarding this Agreement or in relation to the Oversight Services without the prior written consent from InternetNZ.
- 18.7 **Law:** This Agreement is subject to the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts.

Signatures

SIGNED for and on behalf of **INTERNET NEW ZEALAND INCORPORATED:**

scjudd

Chairperson

Anjum Rahman

Board Member

Stephen Judd, Chairperson

Full Name & Title

Anjum Rahman, Vice-Chair

Full Name & Title

13/8/2026

Date signed

13-8-2026

Date signed

SIGNED for and on behalf of the **DOMAIN NAME COMMISSION LIMITED:**

Vivien Maudaborn

Chair

Melanie Hewitson

Director

Vivien Maudaborn

Full Name & Title

Melanie Hewitson

Full Name & Title

28 08.26

Date signed

28-08-26

Date signed

Schedule 1 Oversight Services

The parties acknowledge and agree that DNCL will carry out the following Oversight Services:

Oversight Services	Details
Registrar Authorisation	
Authorise and deauthorise Registrars	Assess applications for Registrar authorisation and determine whether to approve or decline them and, if appropriate, remove a Registrar's authorisation.
Monitoring and Compliance	
Monitor compliance by Registrars, Resellers, Domain Name Holders and Moderators	Observe and check (as required) the Registrars and Resellers to ensure compliance with the .nz Rules, and Associated Agreements. . DNCL shall monitor compliance in a fair and transparent manner (see clause 12.1.2 of the .nz Rules) and in accordance with the obligations under this Agreement. DNCL can monitor compliance: • With the .nz Rules; and • Associated Agreements (DNCL shall monitor and enforce the Connection Agreement in consultation with InternetNZ, noting InternetNZ can enforce the Connection Agreement according to its terms in consultation with DNC as per clause 12.1.3(c) and 12.1.4 of the .nz Rules) DNCL can monitor compliance with the .nz Rules or Associated Agreements by any means DNCL considers appropriate, including by doing checks and audits of the business systems and processes of Registrars and Resellers (see clause 12.2.7 of the .nz Rules). DNC's monitoring and compliance activities will generally fall under one of the four broad categories¹ as followed: • Reactive monitoring: in response to information received from a regulated party, domain name holder or other third party (eg: public, agencies, regulators); • Thematic monitoring: a deep-dive style review to better understand the regulated market and risk, specific or systemic issues, and/or identify current or emerging threats

¹ In accordance with the [.nz Regulatory and Compliance Approach](#) (v1, August 2025)

	or issues; • Planned Monitoring: sample testing, data validation or identity verification audits, audits or checks of registrar business systems, processes and compliance obligations, and monitoring engagements planned in advance to take a more in-depth look at a particular regulated party or industry issue; • Reporting: includes annual reporting based on a pre-determined set of self-assessment compliance questions for attestation by regulated parties.
Investigation and Enforcement	
Investigation of Unresolved Enquiry or Complaint between Domain Name Holders and Registrar	If a Registrar and Domain Name Holder are unable to resolve an enquiry or complaint made under clause 8.2.2(i) of the .nz Rules (Unresolved Enquiry or Complaint), the Registrar or Domain Name Holder may refer the Unresolved Enquiry or Complaint to DNCL. DNCL may investigate and assist with the resolution of an Unresolved Enquiry or Complaint, either on referral or on its own initiative. After investigating an Unresolved Enquiry or Complaint, DNCL can do anything it considers appropriate (abiding by the principles of natural justice), including: • Taking no action • Working with parties to resolve the dispute • Taking action or imposing a measure under clause 12.2.8 of the .nz Rules if it determines there has been a breach of a .nz Rule or Associated Agreement(s)
Enforcement of .nz Rules or Associated Agreements	If DNCL determines that there has been a breach of the .nz Rules or Associated Agreements, DNCL can take any action or impose any measure it considers appropriate to remedy the breach or encourage greater compliance. Any action DNCL takes or measures it imposes can be made at DNCL's discretion and can be temporary or permanent. When enforcing compliance, DNC must : a. adhere to the principles of natural justice when determining whether to impose a sanction and what the sanction should be; and

	b. reasonably consider that anything it does is proportionate to the breach, having regard to the .nz Principles, all the circumstances of the breach when it occurred and the consequences of the breach. The .nz Rules provide examples of the general actions DNCL may take and specifically in regard to Registrars, Domain Name Holders and Registrars
Dispute Resolution Scheme	
Provide a dispute resolution service for .nz domain names	To provide and carry out the dispute resolution scheme as established under the .nz Rules.
Customer Service	
Administration duties	Respond to and attempt to resolve queries from the public regarding the .nz domain name space and its operation.
Reporting	
Publish information and reports	Publish information and reports as required by the .nz Rules and legislation, including: • Market concentration • An annual report, statement of service performance and transparency report • All MOUs it has entered into with an approved entity or an entity with streamlined access on its website and regularly review it • providing information about any requests for withheld data and whether they were approved or declined • Various statistical data that is of interest to the Registrar and that supports their role and responsibilities
Report from time to time/as requested	Report to InternetNZ in relation to its performance of the Oversight Services in a manner and at a frequency as reasonably required by InternetNZ from time to time.
Education and Guidance	
Educate .nz market participants	To develop and continuously review and refine educational and guidance collateral for .nz market participants across all core functions.
Provide guidance to InternetNZ in relation to the	Share knowledge and skills in relation to any of the Oversight Services or any emerging issues that impact the Oversight Services.

Oversight Services from time to time/as requested	Identify and notify InternetNZ, for its consideration, any potential policy changes that could better achieve the intended outcomes of the .nz Rules and/or policies that DNCL has identified in the course of providing the Oversight Services. Provide expert advice in relation to .nz Rules, policies, reports, and other such documents and at seminars/conferences as requested by InternetNZ. Provide such support as reasonably required by InternetNZ, to enable the .nz Rules or relevant policies to be developed or modified.
Crisis Support	
Assist during crisis	Perform any appropriate functions, in conjunction with InternetNZ, arising from some unexpected event or crisis affecting the .nz Domain Name Space.

**Schedule 2 Matters that may involve the interest of InternetNZ
and/or the InternetNZ Group**

Key matters	Details
Financial	Transactions that are not part of the Approved Budget or that require further funds from InternetNZ.
Governance	Any matters that impact/may impact strategic alignment with the InternetNZ Group Strategy.
Legal	Any matters that may expose InternetNZ to any liability. Any legal action/potential legal action that could impact the InternetNZ brand or create any precedents for InternetNZ and/or the InternetNZ Group. Any legal action/potential legal action related to the potential or actual infringement, by a third party, of any right of InternetNZ (including Register Rights, rights conferred by any applicable law or regulation or under any Associated Agreements).
Operational	Developing, implementing and reviewing group policies, e.g. conflicts of interest, health and safety, procurement. Any matters that related to or requiring the use of any shared services

