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*The active Registering, Managing and Cancelling Domain Names Policy can be seen at <http://dnc.org.nz/content/rmc.html>.*

*For the avoidance of doubt, all registrations remain valid and are not changed by any amendments to this policy.*

*Green text represents changes from the current version.*

## **REGISTERING, MANAGING, AND CANCELLING DOMAIN NAMES**

### **1. Statement of Purpose**

- 1.1 This document sets out the general rules regarding the .nz domain name space (DNS) including the data required on the register and the general business processes that require implementation.
- 1.2 Though this will be of interest to all parties, the primary audiences for this policy document are Registrars, as it **sets** out the requirements for operating on the register; **and Registrants, as it defines eligibility for registrations at the second level of .nz.** The policy includes the data required, validation rules for the shared registry system (SRS), and options that are available.

### **2. Background**

- 2.1 InternetNZ has the ultimate responsibility within New Zealand for the .nz DNS, and has implemented a SRS for the management of .nz domain name registrations and the operation of the DNS. InternetNZ has appointed the Domain Name Commission (DNC) to manage and administer the .nz domain name space on behalf of InternetNZ.
- 2.2 A SRS establishes a single register for registering domain names and associated technical and administrative information. .nz Registry Services (NZRS) operates the SRS registry.
- 2.3 The registration of domain names and modification of information associated with that name on the register can be effected only by authorised Registrars.
- 2.4 Registrars are responsible for managing their relationship with Registrants. There is no communication between NZRS and Registrants.

### **3. Principles - Registering, Managing and Cancelling**

- 3.1 The register is a listing service. The .nz DNS operates on a first come, first served basis. Any conflict between an applicant or other party and an existing Registrant is up to those parties to resolve.
- 3.2 Registering a domain name is akin to obtaining a licence. As long as the domain name registration is kept current, the Registrant can continue to use that domain name. Domain names are not able to be "owned" by any party.
- 3.3 Registrars will operate in a way that reflects the established standards and practices. They are to ensure they act in good faith and maintain .nz policies relating to the .nz DNS. They are not to collude with other Registrars in setting pricing structures.
- 3.4 Registrars will behave ethically and honestly and will abide by all agreements and .nz policies relating to the .nz DNS.
- 3.5 Registrars are permitted to register domain names on their own behalf where they are/will be using that domain name. They are not permitted to register domain names on their own behalf for speculative purposes, or where that registration will prevent any other legitimate domain name registration.
- 3.6 Registrars will only register or reserve a domain name at the request of the domain name Registrant, and where the Registrant has agreed to the Registrar's Terms and Conditions.
- 3.7 Registrants will be identifiable individuals over 18 years of age or properly constituted organisations.
- 3.8 The Registrant will retain control of their domain name. Registrants must be able to choose the Registrar they wish to use to maintain the domain name. The Registrar will not operate in such a way that the Registrant is locked-in, or such that their actions could make the Registrant reasonably believe that they are locked-in.
- 3.9 Registrars have direct unmediated access to the portions of the register that have regard to their customers. They are responsible for their actions within that part of the register.

### **4. Structure of a .nz Domain Name**

- 4.1 Domain names in the .nz DNS can be registered at either the second or the third level.
- 4.2 Each complete name must be unique and comprise at least two levels, with each level separated by a period (.). The following are examples of compliant .nz domain names:

#### 4.2.1 'anyname.org.nz' where:

'nz' is the top level, country code fixed for all domains delegated to, and managed by, the DNC.

'org' is the listed second level domain chosen by the Registrant.

'anyname' is the name at the third level the Registrant has chosen to register.

- 4.2.2 'anyname.nz' where  
'nz' is the top level country code.  
'anyname' is the name the Registrant has chosen to register at the second level.
- 4.3 Sub-domains can be added by the Registrant to any domain name registered at the second or third level. For example, the domain name could be 'shop.nz' and the sub-domain could be 'anyname', being in full 'anyname.shop.nz'.
- 4.3.1 Except as provided for in clause 4.3.2, sub-domains are outside the scope of .nz policy and are the responsibility of the Registrant. They are expected to be in the spirit of RFC1591 and meet the standards defined in clause 4.4.
- 4.3.2 .nz policy does not apply to sub-domains except where a complaint may be made about a sub-domain of a .nz domain name registered at the second level if:
- (a) the domain name is a generic term; and
  - (b) the addition of the sub-domain has the appearance of being a domain name registered at the third level; and
  - (c) the complaint meets the criteria and is in accordance with the procedures set out in the Dispute Resolution Service Policy [\[link to draft revised DRS\]](#).
- 4.4 Any new name must conform to the relevant Internet standards (such as RFC's 1034, 2181, 5890 and 5891 and any future relevant modifications to those documents) as well as specific .nz policy requirements - otherwise such applications may be automatically declined:
- 4.4.1 A domain name can consist of only lower case letters (a-z), digits (0-9) and the '-' hyphen.
- 4.4.2 Internationalised Domain Names (IDNs) are allowed (as specified in RFCs 5890 and 5891), where the characters represented by the IDN are restricted to macronised vowels (ā, ē, ī, ō, ū) in addition to the characters specified in 4.4.1 (an IDN must include at least one macronised vowel).
- 4.4.3 Domain names must not commence or end with a hyphen, hyphens '--' cannot be the third and fourth characters unless used in a valid IDN (when the domain name must commence 'xn--').
- 4.4.4 The maximum length of each name element (called a label) is 63 characters.
- 4.4.5 The maximum length of a domain name (including separators) is 253 characters.
- 4.5 Name server data is not required for a domain name to be registered. If valid name server data is provided it will be published in the DNS when delegation is requested.

*[current clause 4.6 deleted]*

- 4.6 Name server data will be validated when provided to ensure that it meets minimum technical and operational criteria to ensure the security, stability and resilience of the DNS.
- 4.7 Name server data may be revalidated at any time and may be removed from the DNS should the technical and operational criteria not be met.

## 5. Second Level Domains

- 5.1 The current **second level domains** are: .ac.nz, .co.nz, .cri.nz, .geek.nz, .gen.nz, .govt.nz, .health.nz, .iwi.nz, .kiwi.nz, .maori.nz, .mil.nz, .net.nz, .org.nz, .parliament.nz and .school.nz. A list of all second level domains is maintained on the DNC website at <http://dnc.org.nz/story/all-available-second-level-domains>
- 5.2 Of these, .cri.nz, .govt.nz, .health.nz, .iwi.nz, .mil.nz and .parliament.nz are moderated.
- 5.3 For more information please refer to the policy document [Second Level Domain Names "2LD"](#).
- 5.4 Any eligible Registrant may register a domain name at the third level on a first come, first served basis.
- 5.5 For clarification purposes, second level domains remain available for new domain name registrations and are not the same as domain name registrations at the second level as detailed in clause 6.

## 6 Domain Name Registrations at the Second Level

- 6.1 In order to have a smooth transition to the new domain name structure, there will be a nominated opening date for domain name registrations at the second level and there will be Preferential Registration Eligibility for some existing Registrants, as set out in this policy.
- 6.2 Notification will be posted on the DNC website at least one month prior to 1pm 30 September 2014 (opening date) for applications for domain name registrations at the second level.
- 6.3 Any eligible Registrant may register a domain name at the second level.
- 6.4 In order to avoid confusion, the names 'gov', 'government', 'com', 'edu', and 'nic' cannot be registered at the second level.
- 6.5 For the purposes of clauses 6-10 of this policy, an Equivalent Name is a name at the second level which matches the name registered at the third level (for example, anyone.nz is the Equivalent Name for anyone.co.nz); a Reserved Name is an unregistered name at the second level which has been reserved by the Registrant holding the Equivalent Name; and a Conflicted Name is a name which appears at the third level in more than one second level meeting the criteria in 10.1.
- 6.6 Registration of names at the second level is on a first come, first served basis other than for names that are eligible for specific processes under this policy as follows:
- (a) A Registrant of an existing .nz domain name that qualifies for Preferential Registration Eligibility (refer clause 8.1) for an Equivalent Name will have preference over other applications for domain name registrations at the

second level for that Equivalent Name during the Preferential Registration Period; and

- (b) If a domain name is classed as a Conflicted Name (refer clause 10.1) an Equivalent Name at the second level cannot be registered unless the conflict has been resolved.

## **7 Preferential Registration Period**

- 7.1 The Preferential Registration Period is a 6-month term commencing 1pm 30 September 2014.
- 7.2 During this period a Registrant who qualifies for Preferential Registration Eligibility may apply to register or reserve the Equivalent Name at the second level.

## **8 Preferential Registration Eligibility**

- 8.1 Registrants holding a domain name that meets the criteria of 8.1(a), 8.1(b), or 8.1(c) will have Preferential Registration Eligibility:

- (a) Registrants with a domain name that was:

- i. registered as at 9.00am 30 May 2012; and
- ii. where there are no other registrations of that name at another second level registered prior to this date; and
- iii. that at 1pm 30 September 2014 is still registered and whose registration has been continuous; and
- iv. clause 8.4 does not apply,

are able to register or reserve the Equivalent Name.

For example, as at the time given, 'anyname.co.nz' was the only domain name for the term 'anyname'. The Registrant of 'anyname.co.nz' has Preferential Registration Eligibility and is able to register or reserve 'anyname.nz'.

- (b) Registrants with a domain name that was:

- i. registered between 9.00am 30 May 2012 and 3.00pm 11 February 2014; and
- ii. where there are no other registrations of that name at another second level registered between these dates, or before 9.00am 30 May 2012; and
- iii. that at 1pm 30 September 2014 is still registered and whose registration has been continuous; and
- iv. clause 8.4 does not apply,

are able to register or reserve the Equivalent Name.

For example, 'anyname.org.nz' was registered between the dates given above, and there are no other domain names for the term 'anyname'. The Registrant of 'anyname.org.nz' has Preferential Registration Eligibility and is able to register or reserve 'anyname.nz'.

(c) Registrants with:

- i. a name registered as at 9.00am 30 May 2012; and
- ii. that at 1pm 30 September 2014 is still registered and whose registration has been continuous; and
- iii. clause 8.4 does not apply; and
- iv. the name is conflicted (refer to clause 10.1),

will follow the process outlined in clause 10.

For example, as at the time given, 'anyname.co.nz' is not the only domain name for the term 'anyname', for example, anyname.org.nz is also registered. The names 'anyname.co.nz' and any other 'anyname' registration are conflicted, and Registrants must follow the Conflicted Name process described in clause 10.

8.2 Registrants that have Preferential Registration Eligibility under clauses 8.1(a) and 8.1(b) may either:

a) Register the Equivalent Name as a .nz name at the second level during the Preferential Registration Period, via a Registrar. The Registrant will be required to provide the Unique Domain Name Authorisation ID (UDAI) for their existing domain name. For example, 'anyname.nz' could be registered.

Or

b) Reserve the Equivalent Name as a .nz name at the second level during the Preferential Registration Period. For example, 'anyname.nz' could be reserved. Reservations of domain names are described in clause 9.

8.3 If neither of the choices in clause 8.2 is exercised before the end of the Preferential Registration Period, then the name will be released for registration by any eligible Registrant on a first come, first served basis.

8.4 Registrants who are either a councillor of Internet New Zealand Incorporated or a director of Domain Name Commission Limited or a director of New Zealand Domain Name Registry Limited (NZRS) or a staff member or contractor of any of those three entities, or were from 1 September 2011 to 30 May 2012, qualify for Preferential Registration Eligibility only if the Registrant has a unique third level domain name or a Conflicted Name as at 1 September 2011, that at 1pm 30 September 2014 is still registered and whose registration has been continuous.

8.5 The reason there is a different date for eligibility for the Registrants defined in 8.4 is to ensure there is no conflict of interest. 1 September 2011 pre-dates any discussion about a possible change to the .nz registration structure.

- 8.6 The DNC will instruct all Registrars, as part of their responsibility for managing their relationship with Registrants, to contact all their affected Registrants and advise those who have Preferential Registration Eligibility and those who hold a Conflicted Name of their options. Registrars who have problems accessing their information should contact DNC for assistance.
- 8.7 To assist with implementation, a mechanism will be provided to ensure that the eligibility status of names is available to the Registrar, and to the public through WHOIS.
- 8.8 If inadequate or no contact appears to have been made with Registrants, DNC reserves the right to contact the Registrant and provide them with the relevant information.

## **9 Procedure where Registrant chooses to reserve a name**

- 9.1 As provided for in clause 8.2(b), a Registrant that meets the defined criteria may choose to reserve an Equivalent Name for future registration as a .nz name at the second level.
- 9.2 The DNC will administer requests to reserve an Equivalent Name. These requests must be made through a nominated DNC website, during the Preferential Registration Period. The Registrant is required to provide the UDAI for their existing domain name.
- 9.3 There is no charge to reserve the Equivalent Name at the second level.
- 9.4 The existing third level name must remain continuously registered while the Equivalent Name is reserved. If the third level name is cancelled, goes through the pending release period and is subsequently released, the reservation ceases.
- 9.5 A name cannot be used (included in the DNS) while it holds reserved status. In order to use the name the Registrant must complete the registration.
- 9.6 At any time while a name is reserved, the Registrant of a reserved name can choose to register the reserved name as a .nz name at the second level. The Registrant applies to a Registrar and provides the UDAI for their existing third level domain name. At this time, normal domain name registration fees will apply. A new UDAI will be allocated for the registered domain name at the second level.
- 9.7 Two years after 30 September 2014 all reserved names that have not been registered may be released and become available to any Registrant on a first come, first served basis.

## **10 Conflicted Name Process**

- 10.1 A Conflicted Name is a name which appears at the third level in more than one second level, and the names meet the following criteria:
- (a) the domain names were registered as at 9.00am 30 May 2012; and
  - (b) at 1pm 30 September 2014 the existing domain names are still registered and the registrations have been continuous.



- 10.2 Where there is a Conflicted Name each Registrant of the Conflicted Name should indicate via a nominated DNC website during the Preferential Registration Period that they either:
- (a) would like the opportunity to register the Equivalent Name for possible registration as a .nz name at the second level; or
  - (b) do not want to register the Equivalent Name for possible registration as a .nz name at the second level but do not want any other party to register the Equivalent Name as a .nz name at the second level; or
  - (c) do not want to register the Equivalent Name for possible registration as a .nz name at the second level but do not object to another Registrant registering the Equivalent Name as a .nz name at the second level; or
  - (d) do not want to register the Equivalent Name for possible registration as a .nz name at the second level but would like the Equivalent Name to become an open second level domain.
- 10.3 A Registrant of a Conflicted Name may register the Equivalent Name once the conflict is resolved. DNC will advise the Registrant of the opportunity to register the Equivalent Name. The Registrant will have 2 months from the date of advice or until the end of the Preferential Registration Period, whichever is the later, to register the Equivalent Name at the second level.
- 10.4 Where the Registrants of a Conflicted Name have come to an agreement, the Registrants will advise DNC of the agreement via a nominated DNC website. DNC will advise the agreed Registrant of the opportunity to register the Equivalent Name.
- 10.5 Proof of the consent of the other Registrants may be required as part of the application for registration. Consent will be recorded through a nominated DNC website. DNC may make such inquiry as it thinks necessary to verify that consent has been given to the Registrant by the other Registrants of the Conflicted Name.
- 10.6 DNC may decline the Equivalent Name at the second level if the DNC is satisfied that the consent of any of the Registrants with the Conflicted Name:
- (a) Has been obtained through a breach of any law; or
  - (b) Is inconsistent with any DNC policy.
- 10.7 It is the responsibility of the Registrant with a Conflicted Name seeking registration at the second level to obtain the consent of the other Registrants with the Conflicted Name. The DNC will offer advice and information to the Registrant if required and may also offer the use of a mediator to assist in the process.
- 10.8 If a Registrant has a Conflicted Name, the Registrant can express an interest to the DNC that the Equivalent of the Conflicted Name becomes an open second level domain during the Preferential Registration Period. If the DNC receives an expression of such interest, it will seek the views of all the Registrants with the Conflicted Name to this approach. The consent of all the Registrants of the Conflicted Name and the DNC is required for this approach to proceed.
- 10.9 For clarification purposes, if a name has been identified as a Conflicted Name and more than one Registrant of the Conflicted Name has expressed an interest in registering the Equivalent Name, then the Registrants of the Conflicted Name are



not required to resolve the conflict within 2 years from 30 September 2014. The Conflicted Name may remain unavailable for general registration indefinitely.

10.10 The process for considering registrations of Conflicted Names will be reviewed 2 years after 30 September 2014.

## **11. Domain Name Registrations**

11.1 If there is conflict between an applicant for a new listing and the holder of an existing name, it is for those parties to resolve the conflict. Any resulting change in registration details of the existing name must be mutually agreed between the parties.

11.2 The DNC has no role in deciding whether an applicant has a legitimate right to the name. The applicant, in lodging the request for the name warrants that it is entitled to register the name as requested.

11.3 Applicants who misrepresent their entitlement to register or use a name are warned that this may result in action from others who claim rights to the name. If the DNC, or any of their agents, officers, or employees incur costs through involvement in disputes over names, any applicant for, or Registrant of, a name which is subject to a dispute will be liable for those costs.

11.4 A listing may be cancelled at any stage where the Registrant does not comply with these requirements or fails to meet any fees or other liabilities in connection with the registration or use of the domain name.

11.5 Names are delegated to specific Registrants and delegation confers no rights on the Registrant. It does not mean that the Registrant has any rights to be associated with that name, nor to use or publish the name for any purpose. InternetNZ does not trade in, or license any entity to trade in, domain names.

11.6 Delegation is to a 'domain name manager', who is deemed to be the one person 'authoritative' for making changes to the name.

## **12. Registering Domain Names - Process**

12.1 When registering a new domain name the Registrar will supply the following data:

- Domain Name
- Name Server List (optional)
- Registrant Name
- Registrant Contact Details
- Registrant Customer ID (optional)
- Administrative Contact Details
- Technical Contact Details
- Billing Term; and, if applicable:
- DS Record List

- 12.2 The Registrar may also include his or her own Registrant customer ID to assist with reconciliation/customer management.
- 12.3 The Registrar will apply a basic level of validation to ensure that the domain name is available, that mandatory fields have been supplied, and that relevant fields have valid formats (e.g. domain name format, e-mail address format).
- 12.4 When a domain name is a moderated 2LD name, the system will ensure that the Registrar is authorised to register it.
- 12.5 A full copy of the domain name record will be returned to the Registrar as confirmation, including the system-generated UDAI.
- 12.6 The Registrar will pass the details of the registration on to the Registrant. The UDAI must also be sent out to Registrants at this time. If a Registrar has an automated system for generating a UDAI, they can either provide the UDAI or may provide the Registrant with directions and a link for the Registrant to generate their own. The UDAI must also be provided to Registrants on request.
- 12.7 A grace period of five days will be provided following a new registration to enable Registrars to cancel the registration.
- 12.8 Where the domain name is cancelled during the grace period it will be removed from the register. The registration and cancellation will still be recorded for audit purposes. The same Registrar is able to re-register the same domain name but it is not able to be cancelled for a second time within one month of the initial registration.
- 12.9 A Registrant will not be able to transfer the management of their domain name to another Registrar during the grace period.
- 12.10 The registration grace period will be a fixed system parameter that will be modifiable by NZRS. Notice of any change to this period will be notified at least one month in advance.
- 12.11 The Registrar must identify the full billing term and ensure they pay the full amount to NZRS. If the registration is for a significant term, eg 10 years, the billing term can be set from 1 - 120 months. Registrars are able to register for an initial period until they have received the monies from the Registrant, as long as they specify this approach in their terms and conditions and update the domain name billing term as soon as those monies are received.
- 12.12 The operating principles for moderated domains are:

Approval for use of the moderated name occurs prior to the Registrar registering the domain name in the register.

NZRS will not be involved in that approval process.

Moderators will either need to establish themselves as a Registrar or set up a relationship with a Registrar(s).

Moderators will be responsible for notifying the DNC and NZRS of their accredited Registrar(s).

12.13 For information on 2LDs please refer to 'Second Level Domains' (2LD) policy document.

### **13. Managing a Domain Name**

13.1 Registrars will be required to maintain the details of the domain names for which they are the Registrar. They will be able to amend/update the following fields:

- Name Server List
- Registrant Name
- Registrant Contact Details
- Registrant Customer ID
- Administrative Contact Details
- Technical Contact Details
- Billing Term
- DS Record List

13.2 The Registrar will never be able to amend the actual domain name itself. If there has been an error in the spelling of a domain name, it will need to be cancelled and a new registration created.

13.3 Registrars will have considerable flexibility to run the amend/update function to suit the individual circumstance of each transaction.

13.3.1 Updating will be on an individual field basis, including the ability to update sub-fields individually (e.g. Technical Contact E-mail Address).

13.3.2 They will be able to include as many fields as required in a single update transaction. By doing so, the opportunity is provided to fully replace all domain name details in a single transaction.

13.4 There will be two methods provided to define the scope of an update transaction.

13.4.1 Apply the update to all domain names held by the Registrar.

13.4.2 Apply the update only to the domain name(s) indicated in the transaction.

13.5 If a name server or IP address is updated, it is the Registrar's responsibility to notify the name server manager. An e-mail address can usually be obtained by querying the name server itself.

13.6 A full copy of the new domain name record will be returned to the Registrar as confirmation. This will occur even when the domain name record is updated by NZRS. Note - NZRS can only make changes to the register when authorised by the DNC.

13.7 There will be some Registrar details that only NZRS can maintain. These include:

- creating new Registrars in the system

- allocating a new password to a Registrar
  - updating Registrar details
- 13.8 NZRS will use the security system to control Registrar access to the various processes in the system.
- 13.9 Moderators of second-level domain names (2LDs) will designate the Registrars that are permitted to register their 2LDs. No other Registrars will be permitted to register these 2LDs.
- 13.10 Only a designated Registrar can change the Registrant of a moderated 2LD domain name.
- 13.11 Only the Registrar-of-record for a domain name is permitted to send a renewal notice to a Registrant. A Registrar who is not the Registrar-of-record is not to send any notice that is, or may reasonably be considered to be, a renewal notice to any Registrant. DNC does not have the jurisdiction to handle complaints relating to the following:
- illegal or malicious use of a domain name, for example spam or phishing
  - objectionable or offensive website content
  - possible breaches of New Zealand legislation
- Refer to our FAQ section for more information on these issues.
- 13.12 DNC reserves the right to cancel, transfer or suspend a domain name registration where maintaining the registration would put DNC in conflict with any law, including, without limitation, the terms of an order or a Tribunal or Court of competent jurisdiction.
- 13.13 In relation to managing DNSSEC signed domain names, Registrants, or their DNS Operator, will be responsible for:
- generating and managing their keys;
  - generating the DS Record; and
  - determining how often they perform key rollovers.
- 13.14 When a Registrant elects to un-sign a DNSSEC signed name, the Registrar will remove the DS Records for that name as soon as it is practical to do so.

## **14 Name Server Updates**

- 14.2 Registrants can elect to operate their own domain name system or they can delegate this responsibility to a third party called a 'DNS Operator'. The DNS Operator could be the Registrar for the domain, a Registrar who does not manage the domain, a hosting provider, an ISP, or some other third party that offers DNS management services.
- 14.3 When a change of DNS Operator for a signed domain name is required and both the current and proposed DNS Operators are Registrars, then the cooperation and participation set out in 9.3 is required.

- 14.4 The following applies for Domain Names which are DNSSEC enabled:
- 14.4.1 Prior to a name server update, the losing DNS Operator must provide the zone information for the domain name when requested to do so, and accept and add the new DNSKEY to the zone for the domain name, resign it and continue to serve this until they are notified the change is complete.
  - 14.4.2 The gaining DNS Operator then provides the new DS Record to the losing DNS Operator who provides it to the Registry. The name servers for the domain name can then be updated with the Registry.
  - 14.4.3 Following the name server update, the gaining DNS Operator must delete the old DS Record and DNSKEY provided by the losing DNS Operator.
  - 14.4.4 The losing DNS Operator must remove the domain name from their name servers when requested, but must not remove it before being requested to do so.

## **15 The Billing Process**

- 15.1 The domain name billing will be based on a monthly billing period.
- 15.2 Registrars will be obliged to disclose the billing term arranged between a Registrar and a Registrant to NZRS through the registration transaction, so they are billed for the same period that they have billed their Registrants, on an individual domain name basis.
- 15.3 A domain name's billing period will begin on its registration date, or renewal date, and extend for the number of monthly increments indicated by the billing term.
- 15.4 Billing transactions will be generated as early as possible within a new billing period, normally on the first day.
- 15.5 The billing extraction will not occur until after the registration grace period (five days) for each billing term.
- 15.6 If the domain name is cancelled during the registration grace period it will not be billed.
- 15.7 Domain names cancelled during the renewal grace period will not be billed.
- 15.8 Registrars will be able to initiate the renewal process at any time during a domain name's current term, in advance of the normal renewal date. Advance renewals will be handled in the same manner as normal renewals, although they will not be accepted if the end of the new term is more than 120 months from the current date. Registrars will be billed immediately for advance renewals.
- 15.9 Immediately following the billing of a domain name for a multiple number of months, the billing term will be re-set to one month.
- 15.10 To continue billing the domain name for a multiple term at renewal, the Registrar will have to set the billing term again, using the standard update process. This will prevent domain names which have been billed for a longer term being automatically renewed for the same term, before the Registrar has determined the terms of the renewal, or even if a renewal is required.

- 15.11 In the event that a domain name is transferred one or more times during a billing period, the Registrar that administered the domain name at the start of the period will be billed.
- 15.12 The billing extraction process will not generate credits. In the event that credits are required, these will be handled outside the register, through NZRS's invoicing system.
- 15.13 If a cancelled domain name that is pending release becomes due for renewal, it will not be renewed (and therefore not billed).
- 15.14 If a cancelled domain name is re-instated during its pending release period the renewal process will be applied retrospectively, as if the name had not been cancelled. Thus effectively 'catching up' with all the billing that would normally have occurred during the period of cancellation.
- 15.15 The Registrar can set the billing period to "0" where they have received a specific instruction from the Registrant not to renew the domain name registration.
- 15.16 The Registrar cannot set the billing period to "0" to circumvent the automatic renewal function of the SRS.
- 15.17 The billing extraction process will not occur for domain names that have been locked. Once a domain name is unlocked, billing 'catch-up' transactions will be generated in the normal manner.
- 15.18 Billing details will be transmitted to an independent billing system as invoice line item transactions in whatever interface format the billing system requires.
- 15.19 The interaction between the billing module and NZRS will be such that the billing status of a Registrar will not directly affect the status of an individual domain name in the register.
- 15.20 Registrars will be provided with a facility to query their billing transactions at any time.

## **16 Locking a Domain Name**

- 16.1 The ability to lock a domain name is intended for situations where a court (or other recognised authority) orders a "freeze" in respect of a domain name until a full hearing on the issue can be held, as part of the DRS process, or when the DNC has cancelled the domain name as a sanction against a Registrant.
- 16.2 Only NZRS is able to lock and unlock a domain name, and then only on the direction of the DNC.
- 16.3 Locked domain names will not be able to be updated, cancelled, re-instated, or released except as a manual transaction by NZRS on the direction of the DNC. The billing will be suspended while the lock is in place

## **17 New Unique Domain Authentication ID**

- 17.1 A facility will be provided for Registrars and NZRS to generate a new UDAI at any time.



- 17.2 The new UDAI will be notified to the Registrar regardless of who initiated the process. This process will not be available for domain names that have been locked.
- 17.3 Neither NZRS, nor the DNC, know the UDAs for domain names.
- 17.4 A function will be provided for Registrars to check that a UDAI is valid.
- 17.5 Registrars are required to pass on the UDAI to registrants whenever a new UDAI is generated. This applies from when a registrar first connects to the SRS. As stated in clause 12.6, the UDAI must also be provided to registrants on request. If the registrar fails to provide a UDAI to the registrant, the DNC may do so.

## **18 Cancelling a Domain Name**

- 18.1 Domain names do not automatically lapse at the end of their billing period; they are automatically renewed for the billing term specified by the Registrar.
- 18.2 Registration of a domain name has to be actively cancelled by the Registrar and can only be cancelled upon request or where the Registrant has not complied with their agreement with the Registrar and cancellation is specified as a possible result.
- 18.3 Cancelled domain names will be assigned a status of 'pending release' and will not become available for reuse for a period of 90 days.
- 18.4 Cancelled domain names, either pending release or released, will not be included in the next zone file pushed to the DNS.
- 18.5 Domain names that are locked cannot be cancelled.
- 18.6 If a renewed domain name is cancelled during the five-day grace period, it will not be billed for the new term. This means Registrars can keep domain names active until the very end of their term, allowing the Registrar to cancel them within the grace period of the new term without being billed.

## **19 Re-instating a Cancelled Domain Name**

- 19.1 During the 'pending release' period, the Registrar will be able to fully re-instate the domain name for the Registrant, so that it becomes active again. The domain name is also able to be transferred to a new Registrar and be reinstated by the gaining Registrar.
- 19.2 The billing process will be unaffected by the cancellation and any re-instatement.
- 19.3 Although the domain name will not have been billed for the period that it was pending release, once it has been re-instated the billing process will generate 'catch-up' transactions, from the original cancellation date.
- 19.4 Domain names that have been locked while they have the status of 'pending release' cannot be reinstated by a Registrar. If this were required, the Registrar would need to make an application to the DNC to reinstate it.

## **20 Managing Cancelled Domain Names**

- 20.1 The system will check all cancelled domain names that are pending release.

- 20.2 If the domain name has passed out of its pending release period it will be released, thus becoming available for anyone else to register.
- 20.3 Domain names that have been locked will not be released.
- 20.4 The pending release period will be a fixed system parameter that, although unlikely to change, will be modifiable by NZRS.
- 20.5 When they are released, domain names will be removed from the register.
- 20.6 Registrars are required to release all cancelled domain names back to NZRS. They are not permitted to retain domain names for them to on-sell to a third party.

## **21 General Information**

- 21.1 A range of information about .nz policies, the SRS, Registrant rights, and domain names in general is publicly available on the Internet. This includes:
- a list of all authorised Registrars, with links to their home pages
  - a list of second level moderators and their contact details
  - current policy about domain names in .nz, dispute resolution, etc
  - frequently asked questions
  - links to other relevant sites
- 21.2 If anyone has any questions regarding this document please email [policies@dnc.org.nz](mailto:policies@dnc.org.nz)

Effective 1pm 30 September 2014