

# CO.ZA Published Policies and Procedures

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## 1 TERMINOLOGY

"**administrator**" means the co.za domain name administrator, namely UniForum S.A.;

"**cancellation process**" means the process of suspending and ultimately deleting a domain name in accordance with the provisions of clause 6.2.3;

"**closed redemption fee**" means the nominal administrative fee levied by the administrator for domain name reinstatements processed by the registrar during the closed redemption period, and which is outlined in schedule 'A';

"**closed redemption period**" means the period of consecutive days as specified in Schedule B, commencing on the expiry of the pending deletion period, only if a domain is expired;

"**closed redemption process**" means the process of re-instating a domain at a separate fee once it has expired and gone through the pending deletion phase and which is outlined in clause 6.6

"**DNS**" means Domain Name System

"**deletion date**" means the date on which the domain name is released back into the pool of available domain names and which follows the pending deletion period.

"**domain name**" means a co.za domain name;

"**EPP**" means Extensible Provisioning Protocol;

"**grace period**" means the period of consecutive days as specified in Schedule B, immediately following the registration of a domain name;

"**grace period fee**" means the nominal administrative fee levied by the administrator for domain name cancellations processed by the registrar during the grace period, and which is outlined in schedule 'A' .

"**locked domain**" means a domain name that is locked in accordance with paragraph 5.6.

"**pending update period**" means the period of consecutive days as specified in Schedule B, commencing when the update request is submitted;

"**pending deletion period**" means the period of consecutive days as specified in Schedule B, commencing on the expiry of the pending suspension period;

"**pending suspension period**" means the period of consecutive days as specified in Schedule B, commencing when the registrar applies for the cancellation of the domain name (cancellation date);

"**policy**" means the published policies incorporated into this written document, as may be amended and enhanced from time-to-time, the contents of which form and integral and binding part of the RA;

"**RA**" means the formal Registrar Agreement concluded between the registrar and the administrator;

"**registrar**" means the registrar accredited by the administrator and who has signed the RA;

"**registrar account**" means the unique "pre-paid" account of the registrar, held with the administrator, from which the administrator shall deduct funds for domain name transactions conducted for and on behalf of the registrar in accordance with these policies and the RA." means the formal Registrar Agreement concluded between the registrar and the administrator;

"**registrar change process**" means the process of transferring a domain name from one registrar to another and which it outlined in clause 9.2.6 below;

"**registrant change process**" means the process of changing registrant information in the registry system and which it outlined in clause 7.2.3 below;

"**registration period**" means the period outlined in Schedule B commencing on the registration date;

**“registry system”** means the collection of hardware and software systems implemented by the administrator for purposes of processing co.za domain name related transactions with the registrar via the EPP platform;

**“re-instatement”** means the re-instatement of a domain name registration by a registrar during the pending deletion period (see clause 6.5).

**“renewal period”** means a period equal to the registration period, commencing on the renewal date;

**“status change notice”** means an email notice send by the administrator to the registrant’s designated email address, which seeks to inform the registrant of a change to the domain name status, including the consequences and possible remedies associated therewith.

**“update request”** means a request initiated by a registrar through the registry system, in order to change the registrant or registrar information for a domain name.

**“zone records”** means the technical resource information for each domain name that is intended for insertion into the co.za zone file, including authoritative name servers, glue records<sup>1</sup> (if necessary) and DNSec2 Information (if applicable).

## **2 INTRODUCTION**

### **2.1 General**

2.1.1 A range of information about co.za policies, the registry system, registrant rights, and domain names in general will be made publicly available on the Internet. This includes:

2.1.1.1 A list of all registrars, with links to their home pages.

2.1.1.2 Current policy about domain names in co.za, dispute resolution, etc.

2.1.1.3 Frequently asked questions.

2.1.1.4 Links to other relevant sites.

### **2.2 Published Policies**

2.2.1 In accordance with the RA, the administrator is responsible for developing and publishing policy matters concerning the co.za domain name space. The policies incorporated in this written document are intended to provide registrars with a broad overview of all significant polices governing the administration of the co.za domain name space, including in particular the interaction between the registry system and registrars.

2.2.2 These policies are an integral and binding part of the RA and the contents contained herein are intended to evolve as may be required for the stable and efficient administration of the registry system.

2.2.3 It remains the registrar's responsibility to ensure that it is familiar with the provisions of this policy document as may be updated from time to time. Any queries should be directed to the administrator through the channels it has made available through its official website.

### **3 REVIEW OF POLICY**

#### **3.1 Regular Review**

3.1.1 The administrator is mindful that the policy has a direct impact on the competitiveness and efficiency of the co.za domain name industry. The administrator will review the effectiveness and applicability of the policy, from time to time, and if necessary will modify and/or enhance the policy to meet its objectives. The administrator will communicate and publish any modifications and/or enhancements to the policy via email and through the administrator's official website.

### **4 THE REGISTRY SYSTEM AND SERVICES**

#### **4.1 Introduction**

4.1.1 The administrator has established a new co.za domain name registry system based on an EPP platform. The purpose of this platform is to establish a robust and flexible protocol that allows efficient communication between the registry system and registrars.

#### **4.2 Access to the Registry System**

4.2.1 Access to the registry system is reserved for 'activated' registrars who have concluded an RA with the administrator and who have been properly authenticated.

4.2.2 The administrator reserves the right, in accordance with the provisions of the RA, to activate or deactivate the registrar's access to and use of the registry system.

#### **4.3 Registrar Support Services**

4.3.1 Other than supporting and maintaining the registry system as a whole, the administrator will also provide technical support services to registrars during standard business hours, being: Monday – Friday between 08h00 – 17h00 (excl South African Public Holidays)

4.3.2 Support calls must be logged telephonically (+27) (0)11 314 0077 or by email (support@coza.net.za).

4.3.3 The first line support technician will endeavour to resolve the problem as soon as reasonably possible, failing which the problem will escalate to a senior technician (supervisor) for review and action. The senior technician will endeavour to resolve the problem within 24 hours and will, if necessary, provide feedback to the concerned registrar.

4.3.4 The administrator will not provide support services to registrants who have registered domain names through a registrar. Registrants will be referred to the applicable registrar for support queries.

#### 4.4 CO.ZA Registrar Interface

4.4.1 Similar to the provisions of RFC 33753, the registrar will access the registry system through the administrator's defined EPP interface for purposes of registering objects and performing object management functions relating to co.za domain names. The registry system's functions are therefore essentially: (1) session management, (2) domain registrations, (3) domain updates, (4) domain renewals, (5) domain deletions, (6) domain queries, and (7) domain transfers.

### 5 NEW REGISTRATIONS

#### 5.1 Introduction

5.1.1 This section sets out the general rules regarding the creation of records (domain name registrations) in the co.za domain name space including the data required on the registry system and the general business rules governing them.

5.1.2 The registration of domain names and the modification of information associated therewith can only be affected by registrars, and then only once they have been authenticated by the registry system.

5.1.3 Registrars are responsible for managing their relationship with registrants, and there is very limited communication between the administrator and registrants.

#### 5.2 Principles

5.2.1 The registry system is a listing service and 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. (Refer to clause 13 hereunder).

5.2.2 Registering a domain name is akin to obtaining a licence. As long as the domain name is kept current, the registrant can continue to use that domain name. Domain names are not regarded as property and can therefore not be "owned" by any party.

5.2.3 Registrars are to ensure they act in good faith and maintain the administrator's policies relating to the co.za name space. They are not to collude with other registrars in setting pricing structures.

5.2.4 Registrants will be identifiable legal entities with the necessary legal capacity to conclude a registrant agreement with the registrar.

5.2.5 The registrant will retain control of their domain name, and in this regard 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.

5.2.6 Registrars have direct unmediated access to the portions of the registry system that have regard to their customers (registrants). They are responsible, and will be held accountable, for their actions within that part of the registry system.

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

5.2.8 Applicants who misrepresent their entitlement to register or use a domain name are warned that this may result in action from others who claim rights to the domain name.

### 5.3 Domain Name Registration Process

5.3.1 When registering a new domain name the registrar will supply the following data to the registry system:

5.3.1.1 Domain Name

5.3.1.2 Registrant (full legal name)

5.3.1.3 Registrant Email

5.3.1.4 Registrant Telephone

5.3.1.5 Registrant Physical Address (domicile)

5.3.1.6 Registrar Identifier

5.3.1.7 Zone Records

5.3.2 When registering a new domain name, the administrator will check that the listed name servers are properly configured for the domain name. Should the listed zone records fail the administrator's checks the domain name application will be declined immediately.

5.3.3 The registrar may also include his or her own registrant customer reference to assist with reconciliation/customer management.

5.3.4 The registrar will apply a basic level of validation to ensure that the domain name is available, that mandatory fields have been provided, and that relevant fields have valid formats (e.g. domain name format, e-mail address format).

5.3.5 The registrar must at all times provide and maintain accurate and complete domain registration data, and without limiting the generality hereof, specifically undertakes to ensure that:

5.3.5.1 The registrant, being the legitimate beneficiary of the domain name service, is accurately identified on the domain name record (full legal name); and

5.3.5.2 The registrant's designated email address is accurately identified on the domain name record where prescribed.

5.3.6 Upon registration the full domain name registration fee will be due and payable by the registrar. Subject to the provisions relating to the grace period, the full registration fee will automatically be deducted from the registrar's account.

5.3.7 A grace period will apply to new registrations so as to enable registrars to cancel the registration and claim a partial refund of the domain name registration fee minus a nominal administrative charge ("grace period fee").

5.3.8 Where a domain name is cancelled during the grace period it will be assigned a status of 'pending release' and will not become available for release until the grace period expires. The domain name will however not be included in the next zone file pushed to the DNS.

5.3.9 Further to the above, upon expiry of the grace period, the domain name will be released (removed from the registry database), thus becoming available for anyone else to register, and the administrator will process a refund as outlined in clause 5.3.7 to the benefit of the registrars account.

5.3.10 The registration and cancellation will still be recorded by the administrator for audit purposes.

5.3.11 A registrant will not be able to transfer the management of their domain name to another registrar during the grace period.

5.3.12 The registration grace period will be a fixed system parameter that will be modifiable by the administrator only. Notice of any change to this period will be notified at least one month in advance.

## 5.4 Managing Domain Names

5.4.1 Registrars will be required to maintain the details of the domain names for which they are the listed registrar (authoritative). They will be able to amend/update the following fields:

5.4.1.1 Registrant (full legal name)

5.4.1.2 Registrant Email

5.4.1.3 Registrant Telephone

5.4.1.4 Registrant Physical Address (domicile)

5.4.1.5 Registrar Identifier (authorisation required)

5.4.1.6 Zone Records

5.4.2 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.

5.4.3 Amendments of nameservers will only be approved if the nameservers are active and authoritative. The registry will perform its own checks to validate the responsiveness of nameservers. Nameservers that do not respond to the registry's checks will not be amended to the domain name.

5.4.4 There will be two methods provided to define the scope of an update transaction namely:

5.4.4.1 Apply the update to all domain names held by the registrar.

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

5.4.5 The administrator reserves the right to cancel, transfer or suspend a domain name registration where maintaining the registration would put the administrator in conflict with any law, including, without limitation, the terms of an ADR or court order (having jurisdiction).

5.4.6 The administrator does not have the jurisdiction to handle complaints relating to the following:

5.4.6.1 Illegal or malicious use of a domain name, for example spam or phishing; or

5.4.6.2 Abusive or offensive website content.

## 5.5 Registrar Maintenance

5.5.1 There will be some registrar details that only the administrator can maintain, namely:

5.5.1.1 Creating new registrars in the system;

5.5.1.2 Allocating a new password (authentication key) to a registrar; and

5.5.1.3 Updating Registrar details.

5.5.2 The administrator will use security systems to control registrar access to the various processes in the registry system.

## 5.6 Locking Domain Names

5.6.1 The ability to lock a domain name is generally intended for situations where a court, or other recognised authority such as an accredited domain name dispute resolution provider, intends presiding over a dispute concerning the domain name and informs the administrator thereof. The domain name will essentially be "frozen" until a hearing or adjudication on the matter has been finalised.

5.6.2 Only the administrator is able to lock and unlock a domain name.

5.6.3 Locked domain names, although not removed from the zone file, will not be able to be updated, cancelled, re-instated, or released until such time as they are unlocked. The billing process will be suspended while the lock is in place.

## **6 CANCELLATIONS, REINSTATEMENTS AND DELETIONS**

### 6.1 Introduction

6.1.1 This section sets out the general rules regarding the cancellation and reinstatement of domain names.

6.1.2 The processes affecting the cancellation and reinstatement of domain names can only be affected by registrars, and then only once they have been authenticated by the registry system.

6.1.3 Registrars are responsible for managing their relationship with registrants. There is very limited communication between the administrator and registrants.

### 6.2 Cancelling a Domain Name other than During a Grace Period

6.2.1 A registrar can only apply for the cancellation of a domain name upon request by the registrant or

in accordance with its agreement with the registrant.

6.2.2 Upon applying for the cancellation of a domain name through the registry system, the registrar will commence a cancellation process for that domain name, which if left unchanged, will result in its suspension and ultimate deletion.

6.2.3 Cancellation Process: The initiation of the cancellation process will, subject to the provisions of clause 6.5 (reinstatement), have the following consequences:

6.2.3.1 The domain name status will change to 'pending suspension' and the pending suspension period will commence;

6.2.3.2 On expiry of the pending suspension period, the domain name status will automatically change to 'pending deletion' and the domain name will not be included in the next zone file pushed to the DNS;

6.2.3.3 On expiry of the pending deletion period, the domain name will automatically be deleted (removed from the registry database), and revert back into the pool of available domain names.

6.2.4 The pending suspension and pending deletion periods are a fixed system parameter that, although unlikely to change, can only be modifiable by the administrator.

6.2.5 Domain names that are locked cannot be cancelled, suspended or deleted.

### 6.3 Cancelling a Domain Name during a Grace Period

6.3.1 The grace period only applies to new registrations and is intended to provide the registrar with an opportunity to cancel a new domain name registration with minimal cost implications.

6.3.2 If a registered domain name is cancelled during the grace period, the registrar will be refunded the registration fee less an administrative cost ("the grace period fee"). This will only occur once the grace period has expired and the domain name has been released.

6.3.3 Cancellation Process: The initiation of the cancellation process during the grace period will, subject to the provisions of clause 6.5 (reinstatement), have the following consequences:

6.3.3.1 The domain name status will immediately change to 'pending deletion' and the domain name will be removed from the next zone pushed to the DNS;

6.3.3.2 On expiry of the remainder of the grace period, the domain name will automatically be deleted (removed from the registry database), and revert back into the pool of available domain names.

6.3.4 The grace period is a fixed system parameter that, although unlikely to change, can only be modifiable by the administrator.

6.3.5 Domain names that are locked cannot be cancelled, suspended or deleted.

#### 6.4 Cancellation of Non-Renewed Domain Names

6.4.1 The default status for all domain names is for them to automatically renew at the next renewal date. Subject to the provisions of clause 6.4.2 below, a registrar can at any stage change the status of a domain name to 'non-renew', which will result in the cancellation process commencing on the renewal date.

6.4.2 The renewal status of a domain name can be changed back and forth at any stage, other than once the cancellation process has commenced. Once a cancellation process has commenced, the registrar's only option to prevent the suspension and/or deletion of the domain name is to re-instate the domain name in accordance with the provisions of clause 6.6 below.

#### 6.5 Reinstating Cancelled Domain Names

6.5.1 Domain names that have been deleted from the registry database cannot be reinstated. Deleted domain names can only be re-registered in accordance with the provisions of clause 5 (new registration procedure). For purposes of this clause reinstatement refers to the removal of a cancellation process so as to avoid the suspension and/or deletion of the domain name as the case may be.

6.5.2 During either the pending suspension, pending deletion period or closed redemption period the registrar will be able to fully re-instate the domain name for the registrant, so that it becomes active again. A domain name is also able to be transferred to a new registrar and be reinstated by the gaining registrar during a cancellation process (other than during a grace period or closed redemption period).

6.5.3 The billing process will be unaffected by the cancellation and any re-instatement, unless the reinstatement relates to a non-renew cancellation (see clause 6.5.4) or a reinstatement during a grace period (see clause 6.5.5).

6.5.4 Non-Renewal Reinstatements: Any reinstatement of domain name where the cancellation process has commenced due to non-renewal, will result in the full renewal fee being charged immediately to the registrar's account and the domain name being fully reinstated as before.

6.5.5 Grace Period Reinstatements: A domain name that is reinstated during the balance of a grace period will result in the domain name continuing as before with no refunds being processed.

6.5.6 Closed Redemption Reinstatements: Any reinstatement of domain where the domain has expired and entered the closed redemption period, will result in a full closed redemption fee being charged immediately to the registrar's account and the domain name being fully re-instated as above.

6.5.7 General Reinstatements: Any other reinstatement of domain name will result in the domain name continuing as before, as if the cancellation process had never commenced.

6.5.8 Domain names that have been locked while they have the status of 'pending suspension' or 'pending deletion' cannot be reinstated by a registrar. If this were required, the registrar would need to make an application to the administrator to reinstate it.

## 6.6 Closed Redemption

6.6.1 Domain names that have entered the closed redemption period may be reinstated within the period as specified in Schedule B.

6.6.2 Domains reinstated during the closed redemption period will lead to the sponsoring registrar's account being charged a full closed redemption fee as outlined in Schedule A.

6.6.3 A domain may not be transferred away from the current registrar during the closed redemption period.

6.6.4 The statuses "serverTransferProhibited", "inactive", "serverHold" and "pendingDelete" will be applied to the domain during the closed redemption period.

6.6.5 Domain names that have been reinstated by cancellation of the closed redemption process will result in the domain name continuing as before.

6.6.6 Domain names may not be deleted by the sponsoring registrar during the closed redemption period.

6.6.6.1 Pursuant to 6.6.6 above, domain names may be deleted through instruction from a third-party.

6.6.7 Registrars identified of abusive behavior, or not acting in good faith, regarding the deletion of domains by a third-party during the closed redemption phase, will be subject to section 10.1 .

6.6.8 Domain names that are in the closed redemption period will not be published in the co.za zone.

## 6.7 Status Change Notifications

6.6.1 Each change to the status of a domain name, including the suspension and deletion of the domain name, will initiate the transmission of a suitable status change notice.

## **7 CHANGES TO REGISTRANT INFORMATION**

### **7.1 General**

7.1.1 This section sets out the general rules and guidelines for registrars concerning changes to registrant information. For the sake of clarity, registrant information includes the following fields: (1) Registrant, (2) Registrant Email, (3) Registrant Telephone, and (4) Registrant Physical Address.

### **7.2 Principles**

7.2.1 A registrar can only apply for a change to the registrant information upon request by the registrant or in accordance with its agreement with the registrant.

7.2.2 Upon applying to change the registrant information for a domain name through the registry system, the registrar will commence a registrant change process for that domain name, which if left unchanged, will result in the proposed change/s being implemented.

7.2.3 Registrant Change Process: The initiation of the registrant change process will, subject to the provisions of clause 7.3 (Registrant Change Reinstatement), have the following consequences:

7.2.3.1 The domain name status will change to 'pending update' and the pending update period will commence;

7.2.3.2 On expiry of the pending update period, the domain name will automatically be updated as per the registrar's application.

7.2.4 The pending update period is a fixed system parameter that, although unlikely to change, can only be modifiable by the administrator.

7.2.5 Any application to change the registrant information will result in the transmission of a suitable status change notice.

7.2.6 Domain names that are locked cannot have registrant information updated.

### **7.3 Registrant Change Reinstatement**

7.3.1 Registrant information that has already been updated can only be changed by commencing a new registrant change process. For purposes of this clause, reinstatement refers to the termination of a registrant change process so as to avoid changes to the registrant information being implemented upon the expiry of the pending update period.

7.3.2 Only the authoritative registrar can terminate the registrant change process before the expiry of the pending update period. Whilst no further update to the registrant information is permissible during the pending update period, it is possible for the registrant to authorise the immediate transfer of the domain name to a new registrar in accordance with the provisions of clause 9 hereunder.

7.3.3 The transfer of a domain name to a new registrar during the pending update period will automatically terminate the registrant change process. The gaining registrar would need to initiate a new registrant change process in the event that a change to the registrant information is still required.

#### 7.4 Registrar Guidelines

7.4.1 This section sets the administrators minimum expectations for registrars to ensure the process of changing the registrant information is appropriately handled with their registrants. This section offers suggestions that the registrar may consider before designing a process to deal with a registrant's request to change the registrant information.

7.4.2 The registrar must be reasonably sure that the person requesting a change to the registrant information, is in fact authorised to do so. An example of possible checks that a registrar can conduct, include:

7.4.2.1 Making the process manual in order to obtain an authorised signature or formal declaration such as an affidavit;

7.4.2.2 Implementing a log-in process that requires a pin, password or some other form of reasonable identification, that could reasonably only be known to the registrant; or

7.4.2.3 Requiring the current and prospective new registrant to confirm the registrant update request through a suitable authentication process.

7.4.3 The procedures utilised by the registrar for the registrant update process should be clearly identified to registrants.

7.4.4 Registrars should ensure that all documentation and correspondence relating to the transfer is retained.

7.4.5 Registrars may also want to include an indemnity clause for any costs, losses, or liabilities incurred in the reasonable performance of their duties in processing the registrant's request, or in dealing with claims arising from the allocation or use of the name.

7.4.6 Registrars should exercise caution when registering domain names under trading names or abbreviated names as this could result in doubt or dispute over who is the authorised registrant. This is why the registration process requires the full legal name and details of the registrant.

## **8 CHANGES TO ZONE RECORDS**

### 8.1 General

8.1.1 This section sets out the general rules regarding the processing of changes to zone records.

### 8.2 Principles

8.2.1 A registrar can only apply for a change to the zone records upon request by the registrant, or in accordance with its agreement with the registrant, or if there is a sound technical reason to do so.

8.2.2 Subject to the provisions of clause 8.2.3 below, zone record updates will be processed by the registry system near real-time.

8.2.3 The administrator retains the right to protect the integrity of the registry system by restricting or limiting zone record changes if necessary. Without limiting the generality of this clause, the administrator may impose limits on the number of times that zone records can be changed in a particular period of time.

8.2.4 Any change to the zone records will result in the transmission of a suitable status change notice.

8.2.5 Domain names that are locked can still have their zone records updated.

8.2.6 Zone record changes cannot be reinstated as the changes are affected near real-time. The registrar will therefore need to submit a new zone record update if a reinstatement of the previous record is required.

## **9 TRANSFERS BETWEEN REGISTRARS**

### 9.1 Introduction

9.1.1 This section clarifies the process involved when a domain name is transferred from one registrar ("releasing registrar") to another ("gaining registrar").

### 9.2 Transfer Principles

9.2.1 A registrant is able to transfer his/her domain name to another registrar at any time other than during the grace period (see clause 5.3.11).

9.2.2 A gaining registrar can only apply for a change to the registrar field upon specific request by the registrant, and then only once it has reasonably ensured that the person requesting the registrar transfer is in fact authorised to do so.

9.2.3 The gaining registrar should inform the registrant of all the terms and conditions of the transfer before the transfer is initiated.

9.2.4 A domain name that is locked cannot be transferred except through a manual transaction undertaken by the administrator. An application will need to be made to the administrator for this to occur (see paragraph 5.6 for information on locking domain names).

9.2.5 Upon applying to change the registrar information for a domain name through the registry system, the gaining registrar will commence a registrar change process, which subject to the provisions of clause 9.2.6.3; will ultimately result in the proposed change/s being implemented.

9.2.6 Registrar Change Process: The initiation of the registrar change process will have the following consequences:

9.2.6.1 The domain name status will change to 'pendingTransfer' and the pending transfer period will commence;

9.2.6.2 Simultaneously with the commencement of the pending transfer period, the administrator will transmit an authorisation token to both the registrant and the losing registrar;

9.2.6.3 The administrator will assess the returned authorisation tokens, or lack thereof, against the truth table outlined in clause 9.3 below, which will determine one of three possible actions, namely:

9.2.6.3.1 Reject the registrar transfer request at the end of the pending transfer period; or

9.2.6.3.2 Reject the registrar transfer upon the expiry of the pending transfer period; or

9.2.6.3.3 Process the registrar transfer immediately

### 9.3 Truth Table

<b>"Y" – Authorise Transfer</b>		<b>"N" – Decline Transfer</b>	<b>"#" – Do nothing</b>
<b>#</b>	<b>Losing RAR</b>	<b>Registrant</b>	<b>Outcome</b>
1	Y	Y	<u>Transfer</u> immediately
2	Y	N	<u>Transfer</u> on expiry of pending transfer period
3	Y	#	<u>Transfer</u> on expiry of pending transfer period
4	N	Y	<u>Transfer</u> immediately
5	N	N	<u>Reject Transfer</u> on expiry of pending transfer period
6	N	#	<u>Reject Transfer</u> on expiry of pending transfer period
7	#	Y	<u>Transfer</u> immediately
8	#	N	<u>Reject Transfer</u> on expiry of pending transfer period
9	#	#	<u>Reject Transfer</u> on expiry of pending transfer period

#### 9.4. Cancellation of a Transfer

9.4.1 Where a transfer request has been issued for a domain, only the requesting registrar may issue a Transfer Cancel request.

9.4.2 Cancellation of a transfer request may only be issued while the transfer is still active, in accordance to the Truth Table above.

9.4.3 The cancellation of the transfer request will render all existing votes for the transfer null.

9.4.4 The cancellation of the transfer is immediate from the time of request, removing the status of "pending transfer" from the domain.

9.4.5 After a cancellation of a transfer, a new transfer request may be sent for the domain, unless the domain being in Closed Redemption.

9.4.6 Transfer requests for domains in the Legacy System may not be cancelled. Legacy Transfer Requests either have to be approved or wait out the 24 hour period until their expiration.

## **10 SUSPENSION AND TERMINATION OF THE RA**

### 10.1 Suspension of RA

10.1.1 Where a registrar has its accreditation suspended by the administrator for whatever reason, its status on the registry system will immediately be suspended. This will have the effect that the registrars access to and use of the registry system will be severely restricted as follows:

10.1.1.1 New domain name registrations will be prohibited;

10.1.1.2 Updates to existing registrant information and/or zone records will be prohibited;

10.1.1.3 Transfers of existing domain names to the suspended registrar will be prohibited; and

10.1.1.4 All domain name records will revert to a default status of non-renew;

10.1.2 The registrar's suspension will automatically result in the transmission of a suitable status change notice for each domain name associated with the registrar.

10.1.3 The registrar change process outlined in clause 9 will remain active so that registrants may transfer their domain names away from the suspended registrar.

10.1.4 The registrar will still have access to the renewal functions in the registry system, and may therefore elect to change the renewal status of domain names under its control as per the provisions of clause 6.4.

### 10.2 Termination of RA

10.2.1 Where a registrar has its accreditation terminated by the administrator for whatever reason, its status on the registry system will immediately be suspended. This will have the effect that the registrars access to and use of the registry system will be restricted , as follows:

10.2.1.1 New domain name registrations will be prohibited;

10.2.1.2 Updates to existing registrant information and/or zone records will be prohibited; and

10.2.1.3 Transfers of existing domain names to the suspended registrar will be prohibited.; and

10.2.1.4 All domain name records will revert to a default status of non-renew;

10.2.2 The registrar's suspension will automatically result in the transmission of a suitable status change notice for each domain name associated with the registrar.

10.2.3 The registrar change process outlined in clause 9 will remain active so that registrants may transfer their domain names away from the suspended registrar.

10.2.4 Domain names that have not been transferred to a new registrar by their next renewal date, will be subject to cancellation in accordance with the procedure outlined in clause 6.4 (cancellation due to non-renewal).

10.2.5 Once all domain names have been allocated to other registrars, or have been deleted in the normal course of events, the registrar will be removed from the registry system.

## **11 ACCESS TO AND USE OF WHOIS SERVICE**

### 11.1 Introduction

11.1.1 This section sets out the availability and acceptable use of data from the registry system published through the WHOIS service.

11.1.2 “WHOIS service” in this policy refers to authoritative data provided by the registry system for members of the public and/or registrars to view or use, being the record/s associated with a specified domain name or group of domain names. The service will be provided on the bases of a thick registry WHOIS system.

11.1.3 WHOIS information is provided to allow people to conduct searches on the identity and contact details of registrants and the technical details of registrars, in case they need to be contacted in respect of their domain name.

11.1.4 WHOIS information is not provided for the commercial benefit of any person or entity. Any use of WHOIS which results in a targeted contact campaign, or is an attempt to obtain a copy of the co.za register, is prohibited.

11.1.5 The administrator holds copyright over all information in the co.za register, including all WHOIS information.

11.1.6 The administrator retains the right to protect the integrity of the co.za domain name register by appropriately managing and, if necessary, restricting access to the WHOIS service as set out in this section.

11.1.7 Access to the WHOIS service will be restricted only to protect the integrity of the service, or for short-term operational reasons.

11.1.8 It is necessary for the WHOIS data to include a contact email address for the registrant, for the purpose of contacting the registrant in relation to their domain name. The registrant does not have to nominate their own personal email address, but they must nominate an email address at which they can

be contacted.

11.1.9 Any person or entity may provide a public WHOIS service, so long as they comply with the requirements of this policy.

## 11.2 Public WHOIS Service

11.2.1 Access to the Public WHOIS service will be regulated by a web based Captcha5 challenge-response test to ensure that the correct response is not generated by a computer but rather by a human being.

11.2.2 Public WHOIS data is made available for the convenience of registrants and interested parties. Conditions apply to its use, and the notices included with any WHOIS query response applies to the data at all times.

11.2.3 The administrator will implement and maintain a range of monitoring procedures on the Public WHOIS to detect any inappropriate use thereof. These procedures are designed to detect and prevent abusive or inappropriate use of the Public WHOIS service and as such, in order to protect its effectiveness, they are not published in this policy.

11.2.4 The administrator has the primary responsibility for monitoring the use of the Public WHOIS service. In the event that the administrator discovers or suspects abuse of the service, it may take appropriate steps to restrict access to the service including (but not limited to) removing or limiting access to any IP address.

11.2.5 In extreme circumstances where the integrity of the co.za register is at risk, the administrator may shut down the Public WHOIS service without notice.

11.2.6 The Public WHOIS service will respond to a WHOIS query for a specified domain name. If the domain name is registered, the details as set out in 11.2.7 will be displayed. If the domain name is not registered, the WHOIS service will show that it is available for registration. Users may also include wildcards in their queries, which may deliver a list of possible results for the user to query.

11.2.7 The following details will be available in response to a Public WHOIS query:

11.2.7.1 domain name;

11.2.7.2 registration status (Active, Locked, Pending Release);

11.2.7.3 date registered;

11.2.7.4 next renewal;

11.2.7.5 date last modified;

11.2.7.6 registrant;

11.2.7.7 registrant email;

- 11.2.7.8 registrant physical address;
- 11.2.7.9 registrant telephone;
- 11.2.7.10 registrant fax;
- 11.2.7.11 registrar (including link to contact details); and
- 11.2.7.12 name servers.

### 11.3 Registrar Specific WHOIS Services

11.3.1 In addition to the Public WHOIS service, the registrar will also have direct access, via the registry system, to the WHOIS service for domain names for which it is the registrar-of-record. The registrar will also have nominally limited direct access to a WHOIS availability checker through the registry system.

## **12 BILLING AND REGISTRAR ACCOUNTS**

### 12.1 General

12.1.1 The billing process will be unaffected by the cancellation and any re-instatement, unless of course the reinstatement occurs in a new renewal period or during a grace period or closed redemption period.

12.1.2 Only the registrar-of-record for a domain name is permitted to send a renewal notice to a registrant. That is, a registrar who is not the registrar-of-record is not permitted to send a renewal notice, or a notice that may reasonably be considered to be a renewal notice, to the registrant.

12.1.3 The domain name billing will be based on an registration or renewal period. In other words the registration fee will cover the domain name for the full registration period, and the subsequent renewal fee for subsequent renewal periods.

12.1.4 Registrars will automatically be billed for domain name transactions that occur under their specific registrar account. The registrar must therefore ensure that it is acting in accordance with the instructions of its customer prior to initiating or allowing a transaction on the registry system.

12.1.5 Billing transactions will be generated immediately at the very start of the billing period. In other words when registering a new domain name, the registrar's account will immediately be billed for the first billing period. Furthermore, immediately on the occurrence of the renewal date, unless designated otherwise by the registrar (non-renewable status setting), the registrar's account will automatically be billed for the second billing period, and so on.

12.1.6 It remains the registrar's responsibility to verify that it has sufficient funds available in its registrar account to satisfy all domain name transactions that it may require. In particular the registrar will ensure that sufficient funds are available to satisfy pending renewal transactions as highlighted by the registry

system.

12.1.7 The registry system will generally process billing transactions on a first come, first served basis until such time as the registry system indicates that the registrar's funds have been exhausted. In the event of this occurring, the registry system will refuse or decline any further transactions and send an email notification to the registrar billing address. The status of domain name transactions will be effected by this, in particular:

12.1.7.1 Applications for new domain name registrations will be declined due to insufficient funds; and

12.1.7.2 Pending domain name renewals (with the default renew status) will be refused and their status automatically changed to "cancelled".

12.1.8 The registrar can set and confirm the renewal status of a domain name to "non-renewable" where it has received a specific instruction from the registrant not to renew the domain name registration. At the end of the billing period for a domain name that has a "non-renewable" status, the registry system will automatically change the status of the domain name to "cancelled" and the normal cancellation process will apply.

12.1.9 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.

12.1.10 Registrars will be provided with a facility to query their billing transactions at any time.

## 12.2 Cancellations, Re-instatements & Refunds

12.2.1 As indicated above (clause 6.3), the Registrar may cancel a domain name during the grace period and claim a refund of the registration fee minus the grace period fee. The refund will automatically be credited to the registrar's account.

12.2.2 Should the Registrar fail to cancel the domain name during the grace period, the Registrar will forfeit any claim it may have to a refund and the transaction fee for the billing period will be regarded as fully settled.

12.2.3 If a cancelled domain name is re-instated during its pending deletion 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.

12.2.4 If a cancelled domain name is re-instated during its closed redemption period the closed redemption process will be applied retrospectively, and the registrar charged a full closed redemption fee.

## 13 DOMAIN NAME DISPUTE RESOLUTION

### 13.1 Introduction

13.1.1 Further to the provisions of clause 11 of the RA, this section sets out the administrators policy on the handling of domain name related disputes, which are initiated via the South African courts, or in accordance with the .za alternate dispute resolution (ADR) regulations, published in terms of government gazette GG29405 (“the regulations”).

### 13.2 Court Proceedings

#### 13.2.1 To be inserted

### 13.3 Alternative Dispute Resolution (ADR)

13.3.1 The administrator’s involvement in ADR matters is largely outlined in the regulations, although the following is of practical relevance:

13.3.1.1 The administrator is not the first point of contact for domain complaints initiated by means of the regulations, but rather interacts with accredited dispute resolution providers (“providers”) who handle these matters directly.

13.3.1.2 The administrator will lock a domain name upon receiving instructions from a provider to do so. The lock will only be removed upon further instructions from the provider, or alternatively a court of competent jurisdiction.

13.3.1.3 A status change notice will be sent to both the registrar and registrant informing them of the lock.

13.3.1.4 Upon being officially informed that a domain name matter has been adjudicated in favour of a complainant, the administrator will notify both the registrar and registrant of the pending transfer.

13.3.1.5 The provider will also forward the required domain name update details to the administrator for processing. This will include all registrant information and possibly a new registrar nomination.

13.3.1.6 Subject to the provisions of regulations 30, 11(3) and 11(4) the administrator will update all registrant information so as to reflect the complainant’s details. If instructed by the provider, the administrator will also process and update to the registrar field thus transferring the domain name to the complainant’s registrar of choice.

13.3.1.7 Once the domain name has been updated in accordance with the provider’s instructions, the domain lock will be removed.

## **14 SCHEDULE 'A' (PRICING)**

### 14.1 Introduction

14.1.1 This section prescribes the standard fees and charges for the registration and administration of domain names.

14.1.2 All fees quoted below, exclude VAT.

### 14.2 Transaction Fees

14.2.1 Registration Fee: ZAR 35.00 (rand) per domain name for the registration term, which includes the grace period fee;

14.2.2 Renewal Fee: ZAR 35.00 (rand) per domain name for the renewal period;

14.2.3 Grace Period Fee: ZAR 5.00 (rand) of the registration fee.

14.2.4 Closed Redemption Fee: R200 (rand) per domain name for the reinstated term

## **15 SCHEDULE 'B' (SYSTEM PARAMETERS)**

### 15.1 Introduction

15.1.1 This section prescribes the system parameters fixed by the administrator for certain actions on the registry system.

### 15.2 Parameters

15.2.1 "grace period" means a period of 7 (seven) consecutive days;

15.2.2 "pending update period" means a period of 5 (five) consecutive days;

15.2.3 "pending deletion period" means a period of 5 (five) consecutive days;

15.2.4 "pending suspension period" means a period of 5 (five) consecutive days;

15.2.5 "registration period" means a period of 1 (one) year;

15.2.6 "pending transfer period" means a period of 5 (five) consecutive days;

15.2.7 "closed redemption period" means a period of 20 (twenty) consecutive days

