

Registrar Code of Practice

23 June 2020



Registrar Code of Practice

This document is provided pursuant to the disclaimer provided on the last page.

Classification

Public

Contents

1	Definitions	1
2	About this document	2
3	Purpose.....	3
4	Policy statement	4
	4.1 Market conduct—domain name registrations	4
	4.2 Customer contact	4
	4.3 Customer information.....	5
5	Definition and review.....	6

1 Definitions

In this policy:

Allocation means the method by which a domain name is created and assigned to an Applicant, **Allocated** shall have a corresponding meaning.

Applicant means a natural person, company or organisation in whose name an Application is submitted.

Application means the complete and technically correct request for a domain name, which complies with this policy and any other policy issued by us, or ICANN.

Customer Registration Agreement means an agreement between a Registrar and a customer.

Registrant means a natural person, company or organisation in whose name a domain name is Allocated in the TLD.

Registrar means an entity that is authorised to offer domain name registration services in relation to the TLD.

Service means the services that we provide in relation to the TLD.

TLD means Top Level Domain and for the purpose of this policy shall mean .sydney

We, us and **our** means GoDaddy Registry Australia Pty Ltd ACN 103 729 620 as the designated representative of The State of New South Wales through the Department of Premier and Cabinet, or our designated representatives.

You and **your** means the person or entity receiving or accessing the Service.

2 About this document

This document describes the Registrar Code of Practice.

Document Identifier: SYD-COP-001

Publication Date: 10 November 2014

Status: CURRENT

3 Purpose

The Registrar Code of Practice is a compulsory set of principles and approaches to market conduct for Registrars in the TLD, and is to be read in conjunction with our Registry-Registrar Agreement and our policies—which can be found at the following link: <http://nic.sydney/>

Objectives of this Code of Practice

The objectives of the Code of Practice are to promote and protect the interests of Registrants, Registrars and their customers by:

- Supporting and promoting competition;
- Establishing minimum standards for dealings between Registrars, and with their customers and Registrants;
- Ensuring that Registrants and the Registrar’s customers receive accurate, complete and timely information concerning domain name registrations; and
- Preventing practices that undermine the reputation of the TLD and the interests of Registrants and the Registrar’s customers.

4 Policy statement

4.1 Market conduct—domain name registrations

- 1 Registrars must not register domain names on their own behalf for the purpose of preventing any other domain name registration.
- 2 Subject to clause 3, Registrars must only register a domain name at the request of a customer.
- 3 Registrars must not register or renew domain names (in advance of a request from a customer or Registrant) for the purpose of restricting a competitor of the Registrar from registering the domain name on behalf of the Registrant, or for the purpose of later offering this domain name to potential customers.
- 4 A Registrar may register domain names on its own behalf for its own use.

Guideline—examples of unacceptable conduct

1. Anticipating a customer's preference for a domain name (via examining customer activity on a website, or by reference to other databases such as company name databases), registering that domain name using the customer's details, and then offering the domain name to the customer for a fee or in conjunction with a bundled offering. This practice restricts the customer's choice of Registrar, and may lock the customer into service conditions (such as the need to host a website with the Registrar). This example is sometimes called 'front-running'.
2. Pre-registering domain names that may be in demand in the future. This could be done to either artificially reduce the supply of a domain name perceived as good (e.g. by registering all domain names with three letters, along with registering the appropriate business names to match), or with the intent to speculate on the value of the domain name for later sale. This example is sometimes called 'warehousing'.

4.2 Customer contact

- 1 A Registrar must use reasonable commercial endeavours not to send a renewal notice to a Registrant, or any other communication that might reasonably be construed by a Registrant to be a renewal notice, unless the Registrar is the Registrar for that domain name.

Guideline—meaning of reasonable commercial endeavours

'Reasonable commercial endeavours' includes, for example, where a Registrar has used the Service to ensure that they are still the Registrar for a domain name.

4.3 Customer information

- 1 Registrars must fully disclose to an applicant for, or a Registrant of a domain name the following minimum level of information:
 - a. The identity of the Registrar including:
 - i. The legal name of the business and the name under which the business trades;
 - ii. The address of the registered office or principal place of business; and
 - iii. An email address or other electronic means of contact, or telephone number;
 - b. The terms and conditions of the domain name registration as specified in the Registry-Registrar Agreement for the TLD;
 - c. That our grant of, and the Registrant's use of, the domain name is subject always to our policies which are available at the following link: <http://nic.sydney/>;
 - d. Where an application fee exists at the time of making the application, that any application fees charged are for the right to make the application for the domain name and are not the domain name registration fee;
 - e. Where a domain name is subject to an auction, that any auction fees charged are for the right to register the domain name and not for the actual domain name registration;
 - f. The fees for registration and renewal of the domain name, at the time of registration, in a clear and conspicuous manner; and
 - g. The exact nature of any price increases that may be, or are, implemented with respect to the domain name.
- 2 Registrars must, in their Customer Registration Agreement, ensure that the warrants required of the customer or Registrant of the domain name are clearly presented to the customer or Registrant and that the customer must make positive acknowledgement of those warrants in the Customer Registration Agreement.
- 3 Registrars must ensure that records relating to the warrants made and other information collected in relation to the domain name are retained according to the Registrar's obligations in its agreement with us or with ICANN, and its obligations under law.
- 4 Registrars must publish information about changes to any policy of the Registrar that materially affects a Registrant's domain name.
- 5 Registrars acknowledge that the purpose of clause 3 is to promote consumer protection by ensuring that the Registrant is informed as to the nature of all fees associated with its domain name, and this clause 3 will be interpreted broadly to achieve this goal.

Guideline—receiving of positive acknowledgement of warrants

Receiving of positive acknowledgement of warrants in the Customer Registration Agreement may include such things as a requiring the customer to select a check box in order to make the warrant.

5 Definition and review

This document has been prepared and published to represent our policy regarding the administrative and technical management of the TLD.

We may discontinue or amend any part or the whole of this policy from time to time at our absolute discretion.

Disclaimer

This document has been produced by us and is only for the information of the particular person to whom it is provided (the Recipient). This document is subject to copyright and may contain privileged and/or confidential information. As such, this document (or any part of it) may not be reproduced, distributed or published without our prior written consent.

This document has been prepared and presented in good faith based on our own information and sources which are believed to be reliable. We assume no responsibility for the accuracy, reliability or completeness of the information contained in this document (except to the extent that liability under statute cannot be excluded).

To the extent that we may be liable, liability is limited at our option to replacing, repairing or supplying equivalent goods or paying the cost of replacing, repairing or acquiring equivalent, or, in the case of services, re-supplying or paying the cost of having such re-supplied.

Trademarks Notice

Any of our names, trademarks, service marks, logos, and icons appearing in this document may not be used in any manner by recipients of this document without our prior written consent. All rights conferred under law are reserved.

All other trademarks contained within this document remain the property of their respective owners, and are used only to directly describe the products being provided by them or on their behalf. Their use in no way indicates any relationship between us and the owners of those other trademarks.

Pricing Notice

Any information or pricing provided in this document is subject to change without notice. Whilst we have compiled this document in good faith, based on what we believe is accurate and up-to-date information, it is possible that the pricing or other information contained in this document may require amendment due to changing market or other circumstances (including product discontinuation, manufacturer price changes, errors, or insufficient or inaccurate information having been provided by the recipient of this document or others, and other external circumstances). Additional charges may also apply for work that is out of scope.

The pricing in this document is based on our standard terms and conditions and is valid for a period of thirty (30) days from the date of this document.

