.au Domain Administration Rules: Licensing

auDA Board Amendment Date: [TBA]

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.au DOMAIN ADMINISTRATION RULES:

LICENSING

PART 1 INTRODUCTION

1.1 OVERVIEW

The following is an overview of this Part:

- Registrants and Registrars must comply with these auDA Rules
- The commencement dates for these auDA Rules and the .au Namespace Implementation Rules are specified
- The objects of the auDA Rules are set out
- Definitions are specified which include terms such as: 'Australian community', 'Australian Presence', 'Enforcement Body', 'enforcement related activities', 'Internationalised Domain Names', 'Person', and 'State and Territory groups'

1.1.1 These .au Domain Administration Rules (auDA Rules) have been made by .au Domain Administration Limited (ABN 38 079 009 340) (.au Domain Administration) in its capacity as the administrator of, and Australian self-regulatory policy body for the .au country-code Top Level Domain (ccTLD).

1.1.2 The auDA Rules form part of the terms and conditions relating to a Licence Agreement with a Registrar.

1.1.3 A Registrant and a Registrar must comply with these auDA Rules, as amended from time to time by .au Domain Administration. If there is an inconsistency between the auDA Rules and the Licence Agreement, then the auDA Rules will prevail to the extent of that inconsistency.

1.2 COMMENCEMENT

~~1.2.1 The auDA Rules (with the exception of the Rules relating to the .au Namespace, Internationalised Domain Names and id.au Namespace), commenced on 12 April 2021 at 00:00 Universal Time Coordinated (UTC).~~

~~1.2.2 The auDA Rules relating to the id.au namespace (paragraph) commenced on 24 March 2022 at 00:00 UTC.~~

~~1.2.3 The auDA Rules relating to the .au direct namespace (with the exception of Internationalised Domain Names) commenced on 24 March 2022 at 00:00 UTC.~~

~~1.2.4 The auDA Rules relating to Internationalised Domain Names (paragraph) will commence on [to be advised].~~

1.2.1 The amendments to these auDA Rules arising from the .au Licensing Rules Review 2025 commence at 00:00 UTC on the dates specified in the following table:

Amendment	**Commencement date**
All amendments other than the amendment to the com.au and net.au allocation criteria in paragraph 2.4.4(2) removing subparagraph (f).	[commencement date]
The amendment to the com.au and net.au allocation criteria in paragraph 2.4.4(2) removing subparagraph (f).	[commencement date for Recommendation 2]

[Drafting note: This section will reflect the final agreed position regarding timing of implementation.]

1.3 OBJECTS

1.3.1 The objects of the auDA Rules are to ensure that a Licensing system is established which:

(1) is transparent, responsive, accountable, accessible, and efficient;

(2) improves the utility of the .au ccTLD for all Australians;

(3) promotes consumer protection, fair trading and competition;

(4) provides those protections necessary to maintain the integrity, stability, utility and public confidence in, the .au ccTLD;

(5) expresses Licence terms and conditions in objective and not subjective terms;

(6) implements clear, predictable and reliable complaint processes; and

(7) preserves the fundamental principles of No Proprietary Rights in a Domain Name, First Come, First Served, and No Hierarchy of Rights.

1.4 DEFINITIONS

1.4.1 In these auDA Rules:

.au ccTLD means the .au country code Top Level Domain for Australia.

auDA Rules means the .au Domain Administration Rules: Licensing (17 August 2021) as amended from time to time.

.au Domain Administration Limited (ABN 38 079 009 340) means the licensing body for .au namespaces.

.au Direct Priority Rules means the rules that govern the process for the priority allocation of Domain Names in the .au direct domain namespace.

.auDRP means the .auDA Dispute Resolution Policy.

ABN (Australian Business Number) has the meaning given by section 41 of the *A New Tax System (Australian Business Number) Act 1999* (Cth).

Acronym means an abbreviation formed from the initial letters of a Person's name, Goods, Service, venue or event.

Association means an incorporated or unincorporated association formed within the limits of an Australian State or Territory, or an Australian external territory.

Australian community means natural Persons and legal entities domiciled in Australia and its external territories.

Australian Law means:

(1) an Act of the Commonwealth or State or Territory; or

(2) regulations, or any other legislative instrument made under such an Act; or

(3) a Norfolk Island enactment; or

(4) a rule of common law.

Australian Presence means:

(1) an Australian citizen or an Australian permanent resident visa holder;

(2) a company registered under the *Corporations Act 2001* (Cth);

(3) a *Registrable Body* means a registrable Australian body or a foreign company under the *Corporations Act 2001* (Cth) which has an Australian Registered Body Number (ARBN);

(4) an Incorporated Association under State or Territory legislation;

(5) an entity issued with an Australian Business Number under the *A New Tax System (Australian Business Number) Act 1999* (Cth);

(6) an Indigenous Corporation registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) on the Register of Aboriginal and Torres Strait
Islander Corporations;

(7) a *Registered Organisation* that is:

(a) an association of employers;

(b) an association of employees (union); or

(c) an enterprise association;

registered under the *Fair Work (Registered Organisations) Act 2009* (Cth) and which appears on the Register of Organisations;

(8) a *Cooperative* registered under State or Territory legislation and which appears on the State or Territory register of cooperatives;

(9) a *Charity* registered under the *Australian Charities and Not-for-Profits Act 2012*
(Cth), and which appears on the Australian Charities and Not-for-Profits Commission's Charities and Not-for-Profits Register;

(10) a *Political Party* registered under the *Commonwealth Electoral Act 1918* (Cth) or
State or Territory Electoral Act and which appears on the Register of Political Parties or as otherwise named;

(11) a *Partnership* under the relevant Australian State or Territory law where at least one of the partners are Australian citizens or permanent resident visa holders or an Australian body corporate;

(12) an *Unincorporated Association* formed in an Australian State or Territory with at least its management committee being Australian citizens or permanent resident visa holders;

(13) a *Trust* where the trustee must be an Australian citizen or the trustee is an Australian body corporate;an *Educational Institution* regulated under an Australian State, Territory or Commonwealth law;

(14) *Government*, being either the Crown or a Commonwealth, State or Territory statutory agency;

(15) a Commonwealth entity as defined in section 10 of the *Public Governance, Performance and Accountability Act 2013* (Cth);

(16) the applicant or owner of an Australian Trade Mark can rely upon that application or registration to establish an Australian presence, but only in respect of a domain name that is an exact match of the words which are the subject of the Australian Trade Mark application or registration;

(17) a foreign embassy or consulate that has a representative office or headquarters in Australia and is accredited by the Australian *Government* from time to time.

Australian Trade Mark means:

(1) a pending trade mark application or a registered trade mark that appears on IP Australia's trade mark database;

(2) words include words in roman or non-roman characters.

Business Day means a day on which banks are open for general banking business in Melbourne, Victoria, excluding Saturdays, Sundays and public holidays in Melbourne, Victoria.

Business Name means a name used or to be used, in relation to a business and is recorded on the Business Names Register established under the *Business Names Registration Act 2011* (Cth).

Commercial Entity means:

(1) a company under the *Corporations Act 2001* (Cth);

(2) a Commonwealth entity as defined in section 10 of the *Public Governance, Performance and Accountability Act 2013* (Cth);

(3) a Registrable Body under the *Corporations Act 2001* (Cth);

(4) an Incorporated Association under State or Territory legislation;

(5) an entity or natural Person issued with an Australian Business Number under the *A New Tax System (Australian Business Number) Act 1999* (Cth);

(6) a Statutory Body under Commonwealth, State or Territory legislation that engages in trade or commerce;

(7) a Trust issued with an Australian Business Number, but does not include a charitable trust or a public or private ancillary fund;

(8) an Incorporated limited partnership under State and Territory legislation;

(9) a Trading Cooperative under State and Territory legislation;

(10) *Government*, being either the Crown or a Commonwealth, State or Territory statutory agency; or

(11) a Foreign Legal Entity or natural person who holds or has applied for an Australian Trade Mark.

Community Group means a group of people who reside in a Geographically Defined Area that has a Geographical Name within the limits of a State or Territory and who provide services to residents of that area.

NOTE: For example: A community group living in a suburb of a capital city who want to establish a website to share information and improve access and connections to services for people living there, such as carlton.vic.au.

Complaint means a communication made by a Person ~~n expression of dissatisfaction made~~ to a Registrar or au Domain Administration ~~by a Person~~ to question or challenge the Registrar's or au Domain Administration's ~~in relation to its~~ application of the~~se~~ auDA Rules~~,~~ where a response, or resolution is either required or could reasonably be expected~~, explicitly or implicitly expected by that Person.~~

Cooling Off Period means ~~three~~ five calendar days commencing immediately after a Person enters into a Licence Agreement.

Court Order means an order, direction or other instrument made by:

(1) a court;

(2) a tribunal;

(3) a judge; or

(4) a magistrate; and

includes an order, direction or other instrument that is of an interim or interlocutory nature.

Company Limited by Guarantee has the same meaning as section 9 of the *Corporations Act 2001* (Cth).

DNS *means the Domain Name System.*

Domain Name means a unique identifier consisting of a string of alphanumerical characters registered in a Designated Namespace and recorded in WHOIS data.

Domain Name System Abuse or ***DNS Abuse*** means malware, botnets, pharming, phishing, and spam (when spam serves as a delivery mechanism for the other forms of DNS Abuse listed in this definition), as those terms are defined in Section 2.1 of the Internet Corporation for Assigned Names and Numbers' report SAC115 (A Report from the ICANN Security and Stability Advisory Committee on the Interoperable Approach to Addressing Abuse Handling in the DNS) published on 19 March 2021, or any equivalent document which succeeds it.

Domain Name Monetisation means an application for a Licence by a Person with the sole purpose of selling, leasing or holding the applied for Domain Name to generate revenue. Domain Name Monetisation includes warehousing and registering a Licence for the sole purpose of transferring the Licence to another Person.

NOTE: *For example*:

(1) *Affiliate websites where a Domain Name is chosen and developed as a keyword for websites and advertisements;*

(2) *Pay-per-click websites where revenue is earned through the use of proprietary advertising systems;*

(3) *Domain parking where advertising is published on the parked Domain Name.*

edu.au Child Zones means qld.edu.au, tas.edu.au, nsw.edu.au, eq.edu.au, act.edu.au, vic.edu.au, sa.edu.au, wa.edu.au, nt.edu.au, catholic.edu.au, schools.nsw.edu.au, and education.tas.edu.au namespaces.

edu.au Registrar means a Registrar which is authorised by .au Domain Administration under the Registrar Accreditation Agreement to provide Licensing service for the edu.au namespace and edu.au Child Zones.

Enforcement Body has the same meaning as in section 6 of the *Privacy Act 1988* (Cth).

Enforcement Related Activities has the same meaning as in section 6 of the *Privacy Act 1988* (Cth).

Exact Match means that the Domain Name being applied for is identical to the words which are the subject of an Australian Trade Mark. The Domain Name must include all the words in the order in which they appear in the Australian Trade Mark, excluding:

(1) DNS identifiers such as com.au;

(2) punctuation marks such as an exclamation point or an apostrophe;

(3) articles such as 'a', 'the', 'and 'or 'of'; and

(4) ampersands.

First Come, First Served means that the first Person who applies for a licence with a domain name will be entitled to use the Domain Name System with that domain name, subject to its availability and the Person satisfying eligibility criteria.

Foreign Company means a company incorporated outside Australia and which is registered with the Australian Securities and Investment Commission to carry on business in Australia.

Foreign Legal Entity means a body corporate that is incorporated in an external Territory or outside Australia and the external Territories, and which is not a Registrable Body.

Geographically Defined Area means a suburb, city, town or local government area.

Geographical Name means a name that appears in the Gazetteer of Australia 2012.

Goods has the same meaning as under section 2 of the Australian Consumer Law.

Immediate Family has the same meaning as section 9 of the *Corporations Act 2001* (Cth).

Intelligence Agency means:

(1) the Office of National Intelligence;

(2) the Australian Security Intelligence Organisation;

(3) the Australian Secret Intelligence Service;

(4) the Australian Signals Directorate;

(5) the Defence Intelligence Organisation;

(6) the Australian Geospatial - Intelligence Organisation.

~~***Internationalised Domain Name*** means domain names containing characters not included in the traditional DNS preferred form ('LDH').~~

Legal Name means the name that appears on all official documents or legal papers.

NOTE: For example: A natural Person's Legal Name is the name that appears on their Birth Certificate or Change of Name Certificate (Deed Poll).

Licence means a non-exclusive, non-transferable, revocable Licence issued by .au Domain Administration, to a Person to use the Domain Name System (DNS) with a Unique Identifier of their choice. A licence does not create a proprietary interest in the Domain Name System or a Domain Name.

Licence Agreement means an agreement to be entered into, or renewed, between the Registrar and each Registrant which sets out the terms on which the Registrant is granted a Licence.

Licence Fee means a fee paid by the Registrant which incorporates two components:

(1) a wholesale amount charged by the Registry Operator; and

(2) a retail amount charged by the Registrar.

Licence Period means a period of 1, 2, 3, 4 or 5 years.

Match means that the Domain Name being applied for is identical to one, some or all of words or numbers used in the Person's Legal Name, Business Name or Australian Trade Mark. The Domain Name must use the words or numbers in the same order as they appear in the Person's Legal Name, Business Name or Australian Trade Mark and must not include any additional words or numbers. The following are not included:

(1) commercial status identifiers such as 'Pty Ltd';

(2) DNS identifiers such as com.au;

(3) punctuation marks such as an exclamation point or an apostrophe;

(4) articles such as 'a', 'the', 'and 'or 'of'; and

(5) ampersands.

NOTE: A Person with a Business Name 'Forexample Publishing' would be able to register forexample, forexample-publishing, forexample-publishing, and publishing as domain names.

Namespaces means the following: .au, com.au, net.au, org.au, asn.au, id.au, edu.au, qld.edu.au, nsw.edu.au, eq.edu.au, act.edu.au, vic.edu.au, sa.edu.au, wa.edu.au, nt.edu.au, catholic.edu.au, schools.nsw.edu.au, education.tas.edu.au, tas.edu.au, sa.au, wa.au, nt.au, qld.au, nsw.au, vic.au, tas.au and act.au or as varied from time to time by .au Domain Administration.

Nickname means a familiar or humorous name given to a Person but does not include the name of a company, trademark, Profession or Service.

No Hierarchy of Rights means that a Person has no better entitlement to a name in a Namespace than any other Person and that no Namespace is of greater or lesser value than another Namespace.

NOTE: For example, a trademark holder has no better entitlement to the same name in a Namespace than any other Person.

Non-eligibility event means the date from which a Registrant is no longer eligible to hold a Licence under these auDA Rules and includes the death of a natural Person licence holder.

No Proprietary Rights in a Domain Name means a Registrant has a Licence to use the Domain Name System with a Unique Identifier (a Domain Name) for a specified period in a specific Namespace, subject to terms and conditions. A Person may dispose of a Licence by transferring it to an eligible third party, cancelling the Licence or failing to renew it. A Person does not legally 'own' a Domain Name.

Not for Profit Entity means:

(1) an Incorporated Association under State or Territory legislation;

(2) a Company limited by guarantee under the *Corporations Act 2001* (Cth)

(3) a Non-distributing co-operative registered under State or Territory legislation;

(4) an Indigenous Corporation registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) and which appears on the Register of Aboriginal and Torres Strait Islander Corporations;

(5) a Registered Organisation that is:

(a) an association of employers;

(b) an association of employees (union); or

(c) an enterprise association;

registered under the *Fair Work (Registered Organisations) Act 2009* (Cth) and which appears on the Register of Organisations;

(6) a Charitable trust endorsed by the Australian Taxation Office as a Deductible Gift Recipient;

(7) a Non-trading cooperative under State or Territory legislation;

(8) a Public or Private Ancillary Fund endorsed by the Australian Taxation Office as a Deductible Gift Recipient;

(9) an entity that appears on the Charity Register under the *Australian Charities and Not for Profit Commission Act 2012* (Cth);

(10) a Political Party registered under the *Commonwealth Electoral Act 1918* (Cth) or
State or Territory Electoral Act and which appears on the Register of Political Parties or as otherwise named;

(11) *Government*, being either the Crown or a Commonwealth, State or Territory statutory agency; or

(12) a foreign embassy, foreign consulate, or representative body of a country other than Australia or an external Territory, that is permitted to be in Australia and is accredited by the Australian *Government* from time to time.

Occupation means a profession or trade subject to Commonwealth, State or Territory professional standards legislation.

Peak State or Territory Body means a Not for Profit Entity that represents:

(1) not for profit societies, associations or clubs, established for community service (but not political or lobbying) purposes;

(2) not for profit societies, associations or clubs established for the encouragement of art, literature or music;

(3) not for profit societies, associations or clubs established for the encouragement of animal racing or a game or a sport or recreational activity,

within that State or Territory.

NOTE: For example, a peak Victorian body for sport and recreation is Football Federation Victoria. A peak New South Wales body for community service organisations is Carers NSW. A peak Western Australia body for the arts is Propel Youth Arts WA.

Pending Delete Period means a period of 5 calendar days commencing immediately after the end of the Redemption Period, during which the Domain Name remains in the Registry and must not be renewed, restored or allocated to another Person.

Pending Trade Mark means a trade mark application that has either status of published or accepted on IP Australia's trade mark database.

Person means:

(1) a Commonwealth, State or Territory Minister;

(2) a Commonwealth, State or Territory statutory authority;

(3) a Commonwealth entity as defined in section 10 of the

Public Governance Performance and Accountability Act 2013 (Cth);

(4) a company registered under the *Corporations Act 2001* (Cth);

(5) a Registrable Body under the *Corporations Act 2001*(Cth), which has an Australian Registered Body Number (ARBN)

(6) an Incorporated Association under State or Territory legislation;

(7) an Indigenous Corporation registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) and which appears on Register of Aboriginal and Torres Strait Islander Corporations;

(8) a Registered Organisation under the Fair Work (Registered Organisations) Act 2009 (Cth);

(9) an Incorporated limited partnership under State or Territory legislation;

(10) a Cooperative under State or Territory legislation, and which appears on the State or Territory register of cooperatives;

(11) a Natural Person who is 18 years or older; or

(12) Foreign Legal Entity

A Person does not include a Privacy Service or Proxy Service.

Privacy Service means a service which lists alternative, reliable contact information (such as an address or telephone number) in WHOIS, while keeping the Domain Name registered to its beneficial user as the Registrant.

Proprietary Company means a company registered under section 45A of *Corporations Act 2001* (Cth).

Proxy Service means a service which registers the Domain Name itself and licenses the use of the Domain Name to its customer.

Public Interest means a concern common to the public at large or a significant portion of the public, which may or may not involve the personal

or proprietary rights of individual people.

Public Interest Test means the test in paragraph ~~2.17~~2.18 of the auDA Rules.

Published Policies means policies as approved by the .au Domain Administration Board, which are published on the .au Domain Administration website.

NOTE: For example: These auDA Rules are Published Policies.

Redemption Period means a period of 30 calendar days commencing on the date a Licence is cancelled or expires (as applicable).

Registrable Body means a registrable Australian body or Foreign Company under the *Corporations Act 2001* (Cth).

Registrant means a Person who is issued a Licence to use the DNS with a unique identifier (Domain Name) and is recorded as the 'Registrant' in the Registry Data.

Registrar means a Person that is:

(1) accredited by .au Domain Administration as a Registrar; or

(2) authorised by .au Domain Administration to process Registry Data on behalf of Registrants in regard to a particular namespace.

Registrar of Record means the Registrar recorded as the Registrar for the Licence in the WHOIS Data.

Registry means the primary and secondary nameservers and WHOIS servers, a database containing the Registry Data and a mechanism for accessing that data, in relation to a Namespace.

Registry Data means all data maintained in electronic form in the Registry, including:

(1) Registrant contact information;

(2) technical and administrative contact information;

(3) WHOIS Data;

(4) all other data submitted by Registrars in electronic form; and

(5) any other data concerning particular registrations or nameservers maintained in electronic form in the Registry data base.

Registry Operator means a Person who has been accredited or licensed by .au Domain Administration to maintain a Registry or to provide registry services in relation to the Registry.

Related Australian Body Corporate has the same meaning as section 50 of the *Corporations Act 2001* (Cth).

Reserved Names means names which are withheld from the DNS and are not available for registration by any Person, except in certain circumstances.

Restoration Fee means the fee charged by the Registrar and Registry Operator to restore a cancelled Licence.

Service includes:

(1) a service relating to banking, insurance, and the provision of grants, loans, credit or finance;

(2) a service relating to entertainment, recreation or refreshment;

(3) a service relating to transport or travel;

(4) a service relating to gas, water or electricity;

(5) a service of a kind provided by members of any profession or trade;

(6) a service of a kind provided by government, a government or public authority or a local government;

(7) a service of a kind provided by a Not for Profit Entity for the benefit of the public or a sector of the community;

(8) a service providing information or a referral to another provider which relates to Goods or services used by the public or a sector of the public.

State and Territory Namespaces means wa.au, nt.au, sa.au, qld.au, nsw.au, act.au, vic.au and tas.au.

Sub-domain means a domain which is part of a larger domain under the DNS hierarchy.

NOTE: For example: 123.auda.org.au is a sub-domain of auda.org.au

Suspension means that the Licence will be withheld from the DNS.

Synonym means a word or phrase that means exactly or nearly the same thing as another word in the English language. Whether a word or phrase is a synonym will be determined by reference to the *Oxford Australian Dictionary* or *Oxford Australian Thesaurus*.

Transfer means a novation of the transferor Person's Licence and a new Licence agreement being entered into by the transferee Person.

Unique Identifier means an alphanumerical string that comprises a unique identifier, commonly referred to as a 'Domain Name'.

WHOIS Data means an extract of the domain namespace data which is made available to the public through a WHOIS service provided by the Registry Operator.

Writing includes the recording of words or data in any way (including electronically) or the display of such by any form of communication if at the time of recording it was reasonable to expect that the words or data would be readily accessible so as to be useable for subsequent reference.

NOTE: For example, a Registrar may use an online application form for the purpose of providing Registrar services to a Person, as the data is useable for the WHOIS Service.

~~1.4.2~~1.1.2 Unless the context otherwise requires, in the auDA Rules:

(1) a singular word includes the plural and vice versa;

(2) "includes", "including" and similar expressions are not words of limitation and mean "include but not limited to" and "including but not limited to";

(3) headings are for convenience only and do not affect interpretation;

(4) when the day on which something must be one is not a Business Day, that thing must be done on the following Business Day.

PART 2 LICENCES

2.1 OVERVIEW

The following is an overview of this Part which includes specifying:

- the procedures for applying for a Licence
- the reasons for issuing a Licence
- the eligibility and allocation criteria for namespaces
- Domain Name availability, reserved name, and syntax requirements
- internationalised Domain Name requirements
- the collection, use and disclosure of information
- the warranties and obligations which must be adhered to by the Registrant
- authorisation code obligations
- the processes for Licence transfers and renewals
- the criteria for Licence Suspensions and cancellations, including the use of a 'Public Interest' Test by
  .au Domain Administration in deciding whether to suspend or cancel a Licence

2.2 APPLICATION

2.2.1 A Person must apply to a Registrar for a Licence and must use the Registrar's form.

2.2.2 An application must include:

(1) the Legal Name of the Person applying;

(2) contact details for the Person, including telephone, email and address for service of documents;

(3) details of the administrative and technical contacts including full postal, phone and email addresses;

(4) evidence that the Person satisfies the Australian Presence requirement and any applicable eligibility and allocation criteria;

(5) the Domain Name being applied for;

(6) the Licence Period applied for;

(7) agreement to the Licence terms and conditions; and

(8) the payment of the Licence Fee.

2.2.3 A Person must not use a Proxy Service or Privacy Service to apply for a Licence.

Agents

2.2.4 A Person may use an agent to make an application.

2.2.5 An agent making an application on behalf of a Person, warrants and represents to the Registrar and .au Domain Administration, that they have been granted the requisite authority by the Person to make an application and bind that Person to the terms and conditions of the Licence Agreement and the auDA Rules.

2.2.6 An agent must ensure that the Person on whose behalf they are applying is recorded as the Registrant in the Registry Data.

2.2.7 A Registrar must not act as an agent for a Person making an application.

Related Australian Body Corporate

2.2.8 A Person that is a Proprietary Company or a Company Limited By Guarantee may apply for a Licence on behalf of a Related Australian Body Corporate, where that Related Australian Body Corporate has an Australian Presence.

2.2.9 A Person who is applying for a Licence on behalf of a Related Australian Body Corporate must record their corporate name as it appears on the register of companies under the *Corporations Act 2001* (Cth) as the Registrant.

NOTE: For example, Company X is the holding company for Company Y and Company Z.
Company X may apply for licences on behalf of Company Y and Company Z. Company X may register CompanyY.com.au.

2.2.10 The Related Australian Body Corporate rule only applies to Licences in the

.au, com.au and net.au namespaces.

2.2.11 The Related Australian Body Corporate exception does not apply to a Person that is a Registrar.

2.2.12 The Related Australian Body Corporate exception does not apply to the edu.au namespace and the edu.au Child Zones.

2.3 DECISION TO ISSUE A LICENCE

2.3.1 .au Domain Administration will issue a licence to a Person, where the Registrar is satisfied that:

(1) the identity of the Person has been validated;

(2) the Person is eligible to apply for the Licence;

(3) the Domain Name complies with any allocation criteria for the Namespace;

(4) the Domain Name is available;

(5) the Person has agreed to the Licence terms and conditions;

(6) the Licence Period has been specified; and

(7) the Licence Fee has been paid.

2.3.2 A Licence will be issued on a First Come, First Served basis. Where there are competing applications for a Licence with the same Domain Name in a Namespace, it will be the first complete application received by the Registry that will be accepted. The date and time of receipt by the Registry shall be the sole reference point.

2.3.3 A Licence confers No Proprietary Rights In a Domain Name.

2.4 ELIGIBILITY AND ALLOCATION CRITERIA

2.4.1 A person applying for a Licence must:

(1) have an Australian Presence; and

(2) satisfy any eligibility and allocation criteria for the Namespace being applied for as specified in paragraphs 2.4.3 to 2.4.11.

2.4.2 Where a Person is applying for a Licence on behalf of a Related Australian Body Corporate, the Related Australian Body Corporate must satisfy the Australian Presence requirement.

.*au* direct Namespace

2.4.3 A Person applying for a Licence in the .au direct Namespace must have an Australian
Presence, and .au direct Domain Names will be allocated according to the priority allocation process set out in the .au Direct Priority Rules.

***com.au* and *net.au* Namespace**

2.4.4 A Person applying for a Licence in the com.au and net.au Namespaces must ~~be~~:

(1) be a Commercial Entity~~,~~ and, as required by the *Business Names Registration Act 2011 (Cth)*, must have a registered Business Name if running a business in Australia (and not trading under the Person's name)*;* and

(2) ~~the~~ only apply for a domain name ~~applied for must be~~that is a Match, Synonym or an Acronym of, an abbreviation of, or a common mis-spelling or alternative spelling of:

(a) ~~a Match of~~ the Person's company, ~~business~~Business Name, statutory or ~~Personal~~ personal name; or

~~(b) an Acronym of the Person's company, business, statutory or Personal name; or~~

~~(c)~~(b) ~~a Match of~~ the Person's Australian Trade Mark; or

~~(d)~~(c) ~~a Match to or an Acronym of~~ a name of a Related Australian Body Corporate's company, Business Name, or statutory name, or Australian Trade Mark; or

~~(e)~~(d) ~~a Match or an Acronym of~~ a name of:

(i) a partnership of which the Person is a partner;

(ii) a trust of which the Person is a trustee~~; or~~.

~~(f) a Match or Synonym of the name of:~~

~~(i) a Service that the Person provides;~~

~~(ii) Goods that the Person sells (whether retail or wholesale);~~

~~(iii) an event that the Person registers or sponsors;~~

~~(iv) an activity that the Person facilitates, teaches or trains;~~

~~(v) premises which the Person operates~~

~~and which that Person is providing at the time of the application.~~

2.4.5 Sub-paragraph 2.4.4(2) does not apply where a Person has established an Australian Presence by relying on an Australian Trade Mark, the Domain Name must be an Exact Match to the words which are the subject matter of the Australian Trade Mark.

org.au **Namespace**

2.4.6 A Person applying for a Licence in the org.au Namespace must be:

(1) a Not for Profit Entity; and

(2) the Domain Name applied for must be:

(a) a Match to or Synonym of the name of:

(i) a Service that the Person provides;

(ii) a program that the Person administers;

(iii) an event that the Person registers or sponsors;

(iv) an activity that the Person facilitates, teaches or trains;

(v) premises which the Person operates;

(vi) an Occupation that its members practise;

and which that Person is providing at the time of the application; or

(b) a Match of the Person's Legal Name, business or statutory

name or the name of the unincorporated Association; or

(c) a Acronym of the Person's Legal Name, Business Name, or statutory name; or

(d) a Match of the Person's Australian Trade Mark; or

(e) a Match to the name of a trust of which the Person is a trustee.

asn.au **Namespace**

2.4.7 A Person applying for a Licence in the asn.au Namespace must be:

(1) a Not for Profit Entity or unincorporated Association; and

(2) the Domain Name applied for must be:

(a) a Match to or Synonym of the name of:

(i) a Service that the Person provides;

(ii) a program that the Person administers;

(iii) an event that the Person registers or sponsors;

(iv) an activity that the Person facilitates, teaches or trains;

(v) premises which the Person operates; or

(vi) an Occupation that its members practice;

and which that Person is providing at the time of the application; or

(b) a Match of the Person's Legal Name, business or statutory name or the name of the unincorporated Association;

(c) an Acronym of the Person's Legal Name, Business Name, statutory name or the name of the unincorporated Association; or

(d) a Match of the Person's Australian Trade Mark.

id.au Namespace

2.4.8 A Person applying for a Licence in the id.au Namespace must be:

(1) a natural Person; and

(2) the domain name being applied for must be:

(a) a Match to a Person's Legal Name, first name or family name;

(b) an Acronym or abbreviation of the Person's Legal Name, first name or family name; or

(c) a Nickname of the Person.

State and Territory Namespaces

2.4.9 A Person applying for a Licence in a State or Territory Namespace must be:

(1) a Not for Profit Entity; and

(2) a Peak State or Territory Body formed and operating within the limits of the State or Territory to which the Namespace relates; or

(3) act on behalf of a Community Group residing in a locality in the State or Territory to which the Namespace relates.

(4) the Domain Name applied for must be:

(a) a Match of the Person's Legal Name, Business Name or statutory name; or

(b) an Acronym of the Person's Legal Name, Business Name or statutory name; or

(c) a Match to the Person's Australian Trade Mark; or

(d) if a Community Group, the Geographical Name of the place in which the community resides.

2.4.10 A Person who is a Not for Profit Entity can apply for and hold a licence on behalf of a Community Group that is not a Peak State or Territory Body.

***edu.au* Namespace**

2.4.11 A Person applying for a Licence in the edu.au Namespace or an edu.au Child Zone must satisfy the eligibility and allocation rules in Schedule A of these auDA Rules.

2.4.12 A reference to edu.au Namespace in these auDA Rules should be read as including the edu.au Child Zones, unless otherwise specified.

Prohibition on Domain Name Monetisation

2.4.13 Domain Name Monetisation is prohibited in the org.au, asn.au, id.au, edu.au and the State and Territory Namespaces.

2.4.14 A Person must not apply for a Licence in the org.au, asn.au, edu.au and the State and Territory Namespaces for the sole purpose of Transferring that Licence to another Person.

2.5 DOMAIN NAME AVAILABILITY

2.5.1 A Domain Name will be available where:

(1) it is not already registered as a Domain Name in the Namespace applied for;

(2) it is not a Reserved Name;

~~(2)~~(3) it is not subject to a Redemption Period or a Pending Delete Period; and

~~(3)~~(4) it complies with the syntax criteria for Domain Names in the Namespace.

2.5.2 A Person must not apply to register a name which is deceptively similar to a Namespace in the .au ccTLD.

2.5.3 A Domain Name is deceptively similar to a Namespace if it so nearly resembles that Namespace that it is likely to deceive or cause confusion to users of the Internet.

2.5.4 A name is deceptively similar to a Namespace, where the name omits or repeats a letter contained in the name of a second level Namespace in the .au ccTLD.

NOTE: For example: comm.au is deceptively similar to the name of the com.au namespace and co.au is also deceptively similar to com.au.

2.6 RESERVED NAMES

2.6.1 The following categories of reserved Domain Names are not available to be registered as a domain name:

(1) a word, Acronym or abbreviation that is restricted or prohibited under an Australian law;

(2) a name or abbreviation of an Australian state or territory, including the word 'Australia'; or

(3) names that may pose a risk to the security, stability and integrity of the .au and global Domain Name System.

2.6.2 A Person may apply for the registration of a Domain Name whose use is prohibited under Australian law, if:

(1) the Person is a statutory authority for whom the name has been restricted for their use;

(2) the Person has Ministerial consent to use the name and a copy of that consent is provided to .au Domain Administration; or

(3) the Person is not captured by the relevant prohibition.

2.6.3 The registration of a Reserved Name may result in the Suspension or cancellation of a Licence depending upon the circumstances.

2.6.4 .au Domain Administration may reserve names:

(1) that pose a risk to the operational security, integrity and utility of the .au domain;

(2) where it is necessary for the proper administration of government; and

(3) for future use by the administrator of the .au ccTLD for operational purposes or as second level domains.

NOTE: The names specified under subparagraph 2.6.4(2) may be used to provide official services as the administrator of .au ccTLD.

2.6.5 .au Domain Administration must not approve any name for use as a future second level domain where the name is already registered in the .au Namespace.

2.6.6 .au Domain Administration must publish all the names which are proposed to be reserved for future use on the .au Domain Administration website for a minimum period of 21 calendar days.

~~2.6.7 .au Domain Administration will publish on its website, all those Reserved Names which pose a risk to the integrity, stability and security of the .au DNS, once those names have been blocked at the Registry.~~

2.6.7 .au Domain Administration will publish and maintain on its website the criteria it applies when reserving names under paragraphs 2.6.1 and 2.6.4 (as updated from time to time).

2.6.8 .au Domain Administration must publish on its website, on a regular basis as determined by .au Domain Administration, aggregate information about the operation of the Reserved Names list, including:

(a) the number of Reserved Names;

(b) the number of decisions to reserve or reverse a reservation that are under review or have been reviewed; and

(c) the average time taken from detection of a matter giving rise to possible reservation to the Domain Name being placed on the Reserved Names list.

2.7 SYNTAX REQUIREMENTS

2.7.1 A Domain Name must comply with the following syntax requirements:

(1) be at least two characters long;

(2) contain only letters (a-z), numbers (0-9) and hyphens (-), or a combination of these;

(3) start and end with a number or a letter, not a hyphen; and

(4) not contain hyphens in the third and fourth position (for example, ab— cd.com.au).

2.8 NOT USED ~~INTERNATIONALISED DOMAIN NAME~~

~~2.8.1 A Person may apply to register an Internationalised Domain Name in the .au namespace using the syntax requirements set out in the applicable IDN Tables. The initial scripts supported are:~~

~~(1) Chinese (Simplified);~~

~~(2) Korean;~~

~~(3) Japanese;~~

~~(4) Arabic; and~~

~~(5) Vietnamese.~~

~~2.8.2 A Domain Name within .au must be at least two letters long~~

~~*NOTE: For example, 例.au (xn—fsq.au) will not be allowed.*~~

2.9 COLLECTION, USE AND DISCLOSURE

2.9.1 A Person consents to the collection, use and disclosure of information provided in their application by the Registrar, Registry Operator and .au Domain Administration for the following purposes:

(1) assessment of an application for a Licence;

(2) maintaining complete and accurate Registry Data of all Licences issued to Registrants;

(3) providing a WHOIS service that provides accurate and up to date information to the public about the Registrant and their technical and administrative contacts;

(4) to monitor a Registrant's compliance with their Licence terms and conditions;

(5) to assist with and resolve Complaints relating to a Licence;

(6) supporting alternative dispute resolution or court proceedings; or

(7) to comply with .au Domain Administration, the Registry Operator and the Registrar's obligations under an Australian Law, including a Court Order.

2.9.2 A Person consents to the collection, use and disclosure of the Licence information by .au Domain Administration for the purpose of enabling data analytics to be carried out on the Registry Data to identify issues and solutions to inform policy development, Registry management and service delivery.

2.9.3 Where a Person is unable to obtain the consent of the other party in relation to the technical and administrative contacts, the Person must instead use role-based descriptions for those contacts.

~~2.9.3~~2.9.4 A Person may use role-based descriptions instead of individuals' names for the Registrant contact, administrative contact and technical contact names published in WHOIS, to limit the publication of personal information.

NOTE: For example, the administrative contact name for .au Domain Administration is 'CEO' and the email address is: auDA.domains@auda.org.au. Role-based contact descriptions do not replace the information identifying the Registrant as the holder of the Licence.

2.10 WARRANTIES

2.10.1 A person makes the following warranties to .au Domain Administration and the Registrar, when applying for or renewing a licence:

(1) that the information provided by the Person to the Registrar is true, accurate, and complete;

(2) that the Person meets, and will continue to meet, the eligibility and allocation criteria specified in these auDA Rules, for the duration of the Licence;

(3) that the name, abbreviation or Acronym used as a Domain Name is not a Reserved Name;

(4) that the name is not deceptively similar to the name of a Namespace in the .au ccTLD;

(5) that the Person is not providing a Proxy Service or Privacy Service;

(6) that the Person will not, and does not, use the Licence for any purpose that is unlawful, illegal or fraudulent under Australian Law;

(7) the Person acknowledges that the Licence will be suspended or cancelled by the Registrar or .au Domain Administration if any of the warranties specified in subparagraph 2.10.1 (1 to 6) are found to be untrue, inaccurate or incomplete; and

(8) the Person agrees that the use of the Licensing Service is solely at their own risk.

2.11 REGISTRANT OBLIGATIONS

Contractual Capacity

2.11.1 A Registrant must continue to be a Person to hold a Licence.

2.11.2 A Licence is deemed to be cancelled by the .au Domain Administration, 30 calendar days from the date the Person ceases to exist except if:

(1) Documentary evidence is provided ~~to auDA~~ which demonstrates, ~~in auDA's reasonable opinion,~~ that prior to the Person ceasing to exist, the Person agreed to transfer the Licence to the Person currently using the Domain Name; and

(2) the Transfer otherwise meets the requirements of section 2.13 of the auDA Rules.

~~*NOTE: For example, if the Registrant is a company and the company is deregistered on 2 February 2020, and there is no documentary evidence that supports that the directors of that company agreed to transfer a domain name licence*~~

~~*held by the company to another party who is eligible to hold the licence, then the cancellation date of the licence is 2 March 2020.*~~

2.11.3 A Person cannot Transfer a Licence on or after the date the Licence is deemed to be cancelled by .au Domain Administration.

~~2.11.3~~

2.11.4 If a Licence is held by a Registrant as a natural person and that Registrant becomes deceased, the executor of the Registrant's estate is responsible for the Licence as if it were the Registrant, and must, within a reasonable timeframe and having regard to the Registrant's wishes and the executor's obligations at law, effect a Transfer or cancel the Licence in accordance with the auDA Rules.

Australian Presence

2.11.5 A Person must continue to have an Australian Presence throughout the Licence Period.

2.11.6 A Licence will be cancelled by the Registrar or .au Domain Administration, where a Person no longer has an Australian Presence.

NOTE: For example, a foreign natural person whose Australian Trade Mark registration has lapsed no longer has an Australian Presence and the Licence will be cancelled.

Namespace Eligibility

2.11.7 A Person must remain eligible to hold the Licence for a Namespace throughout the Licence period. If the Person is no longer eligible, the Licence may be suspended or cancelled by the Registrar or .au Domain Administration.

Accurate registry data

2.11.8 A Person must ensure that their information is complete, true and accurate throughout the Licence Period.

2.11.9 A Person must inform the Registrar of any changes to the information used to apply for or renew a Licence and which is recorded in the Registry Data within 14 calendar days after becoming aware of that change.

Sub-domains

2.11.10 A Person may create Sub-domains under its Licence, subject to the Person ensuring that:

(1) any party using the Sub-domain name meets the Australian Presence, and any eligibility criteria applying to that Licence;

(2) the Sub-domain is not used for any illegal, unlawful or fraudulent conduct; and

(3) the Sub-domain is not sold or leased under its Licence to any Person.

2.11.11 Where a Person creates a Sub-domain under their Licence and that Sub-domain contravenes paragraph 2.11.9, .au Domain Administration may suspend or cancel that Person's Licence.

Third Party Use

2.11.12 A Person must not rent, lease, sub-licence or permit the use of the Licence by another Person, unless that Person is a Related Australian Body Corporate with an Australian Presence.

NOTE: For example, auDA Pty Ltd is the holding company for auDA 2.0 Pty Ltd. auDA Pty Ltd may permit auDA 2.0 Pty Ltd to use the Licence auDA.com.au.

2.11.13 A Person must not grant or purport to grant a security interest in their Licence or the associated Domain Name.

Complaints and Disputes

2.11.14 Any Person holding a License must:

(1) agree to participate in and abide by a decision made under the complaints process set out in Part 3 (Complaints) of these auDA Rules; and

(2) agree to participate in and be bound by a decision made under the .auDRP Policy.

2.11.15 Paragraph 2.11.13 does not limit the right of a Person to pursue a cause of action under Australian Law.

Prohibited uses

2.11.16 A Person must not use the licence to facilitate any conduct which is illegal, unlawful or fraudulent under Australian law.

2.11.17 A Person must not use or inadvertently allow their domain name to be used to compromise the integrity, stability and security of the .au and global DNS.

NOTE: an example of a prohibited use that may compromise the integrity, stability and
security of the .au and global DNS is using or inadvertently allowing a Domain Name to be used for DNS Abuse.

2.11.18 The Licence will be cancelled where:

(1) the Registrant is convicted of a criminal offence under an Australian Law; and

(2) the Licence using that Domain Name was instrumental in committing that offence.

2.11.19 au Domain Administration, in its sole discretion, may suspend or cancel a Licence or take any other action necessary on the request of an:

(1) Enforcement Body; or

(2) Intelligence Agency; where .au Domain Administration considers it is in the Public Interest to do so.

NOTE: Further details about the 'Public Interest Test' are specified in paragraph ~~2.17~~2.18.

2.12 AUTHORISATION CODE

2.12.1 Section 2.12 specifies the process, procedures and obligations on a Registrant relating to Domain Name Licence authorisation codes (authorisation code).

On Registration

2.12.2 At the time of registration, the Registrant may choose between two authorisation code options. Either:

(1) accept the Registrar generated authorisation code; or

(2) choose an authorisation code themselves.

2.12.3 A Registrant may change the authorisation code at any time during the Licence Period by informing the Registrar.

Form of Authorisation Code

2.12.4 An authorization code must contain:

(1) between 13 and 32 characters;

(2) have at least one letter (a-z) and one number (0-9); and

(3) have no dictionary words.

Obligations on Registrant for use of an Authorisation Code

2.12.5 The Registrant must:

(1) take all reasonable measures to secure the authorisation code; and

(2) report to the Registrar any lost or stolen authorisation codes, or if the Registrant believes that another Person has knowledge of the authorisation code.

2.12.6 A Registrant must provide the authorisation code to the Registrar when:

(1) requesting a Licence Transfer; and

(2) authenticating any communications with the Registrar.

2.12.7 A Registrant must change their authorisation code within two calendar days if they have Transferred their Licence to a new Registrar.

2.12.8 If the Registrant has not changed their authorisation code as required by paragraph 2.12.7, then the new Registrar may reset the authorisation code.

2.12.9 The new authorisation code must be provided by the Registrar to the Registrant within 24 hours of being reset.

Retrieval of Authorisation Code

2.12.10 The following process is specified in circumstances where a Registrant requests a copy of their authorisation code from the Registrar:

(1) the Registrant must make the request to the Registrar in Writing;

(2) the Registrar must be satisfied that the Registrant has authorised the request before providing the authorisation code to the Registrant;

(3) the Registrar must provide the authorisation code only to the relevant Registrant contact listed in the Registry Data;

except in circumstances where,

(4) the Registrant has provided written authorisation to the Registrar that the authorisation code can be provided to a third party, and the Registrar is satisfied that that authorisation has been made by the Registrant.

2.12.11 A Registrant may also retrieve their authorisation code and check the creation or expiry data of their Domain Name, by using the registry authorisation code recovery tool.

2.13 LICENCE TRANSFERS

Transfers – Change of Registrant

2.13.1 A Registrant may transfer their Licence through a Registrar to a Person provided that:

(1) the Registrant is eligible to hold the Licence at the date of Transfer;

(2) the Person meets the Australian Presence requirement and any applicable eligibility and allocation criteria;

(3) the Transfer request by the Registrant is in Writing to the Registrar, unless the change is deemed a Correction of Registrant Information (pursuant to clause 2.13.2 and clause 2.19.2);~~the Transfer request by the Registrant is in Writing to the Registrar;~~

(4) the Licence is not subject to any Complaint process under these

auDA Rules, dispute resolution or court proceedings; and

(5) the Licence term has not expired.

2.13.2 Where a Registrant seeks to transfer their Licence to a Person as a sole result of a change in their business structure, the Transfer will be deemed to constitute a Correction of Registrant Information pursuant to clause 2.19.2 and not a Transfer to which clause 2.13.3 applies.

For example, if a sole trader who has registered a domain name decides to incorporate a company, the transfer of registrant from the sole trader to the company ~~registrant decides to change to a corporate structure the transfer of the domain name to the new entity~~ will constitute a eCorrection of ~~r~~Registrant ~~i~~Information.

~~2.13.2~~2.13.3 The Person to whom the Licence is being transferred must:

(1) at the date of the Transfer, satisfy the Australian Presence and any eligibility and allocation criteria for the Namespace;

(2) enter into a new Licence Agreement with the registrar;

(3) specify the new Licence Period; and

(4) pay the new Licence Fee.

~~2.13.3~~2.13.4 The registrar must:

(1) before transferring the Licence, determine that the Registrant remains eligible to hold the Licence and the Person to whom the Licence is being transferred satisfies the Australian Presence and any eligibility and allocation criteria;

(2) Transfer the Licence within two calendar days of the request; and

(3) do so in accordance with the .au Domain Administration Registrar Rules.

~~2.13.4~~2.13.5 A Registrant must request a Transfer of the Licence to a Person within 28 calendar days from the date that a contract or agreement for the Transfer of the Licence is entered into by the parties, unless that contract or agreement specifies otherwise.

~~2.13.5~~2.13.6 On Transfer, the Registrant's Licence Agreement is terminated, and

the Person to whom the Licence is being transferred must enter into a new Licence Agreement for the Licence.

~~2.13.6~~2.13.7 Failure to Transfer the Licence in accordance with paragraphs 2.13.1 to ~~2.13.3~~ 2.13.4 will result in the cancellation of the Licence.

~~2.13.7~~2.13.8 A fraudulent Transfer of a Licence will result in the Licence Transfer being cancelled by the Registrar or .au Domain Administration.

Transfers – Change of registrar of record

~~2.13.8~~2.13.9 A Registrant has the right to transfer a Licence between Registrars provided:

(1) that the Registrant is eligible to hold the Licence at the date of the Transfer;

(2) the Transfer request is in Writing from the Registrant;

(3) the Registrant provides a valid authorisation code for the Licence; and

(4) the Licence is not subject to any Complaints process under these auDA Rules, dispute resolution or court proceedings.

~~2.13.9~~2.13.10 A Registrant is not required to pay a fee for the transfer of a licence between Registrars.

~~2.13.10~~2.13.11 A Registrant is not permitted to transfer a Licence in the edu.au namespace or edu.au Child Zones from the edu.au Registrar to another Registrar.

Domain Synchronisation

~~2.13.11~~2.13.12 If a Registrant has multiple Licences with different expiry dates, then the Registrant may alter the expiry dates to one date by reducing the Licence Period.

NOTE: For example, if the Registrant has two Licences with expiry dates of 10 January ~~2020~~ 2026 and 28 September ~~2020~~ 2026 respectively, then they may be synchronised by reducing the licence term of the latter to 10 January ~~2020~~2026.

~~2.13.12~~2.13.13 A Registrant is not entitled to a refund of the Licence Fee if the term of the Licence is reduced under paragraph 2.13.11.

2.14 LICENCE RENEWAL

2.14.1 A Registrant may apply to the Registrar to renew the Licence at any time ~~90 calendar days~~ prior to its expiry date provided that the Registrant:

(1) continues to be a Person eligible for the Licence and Domain Name allocation;

(2) agrees to the Licence terms and conditions;

(3) nominates the new Licence Period; and

(4) pays the required Licence Fee.

A renewal must not result in an expiry date more than five years after the date on which the renewal is processed by the Registry Operator.

2.14.2 .au Domain Administration will renew the Licence, where the Registrar is satisfied that the Person continues to meet the eligibility and allocation criteria for a Licence in the Namespace.

2.14.3 The term of the new Licence will commence on the expiry date of the old Licence.

Expired Licences

2.14.4 A Registrant whose Licence has expired may apply to the Registrar to renew the Licence ~~within 30 calendar days from the Licence expiry date~~during the Redemption Period provided that the Registrant:

(1) continues to be a Person eligible for the Licence and Domain Name allocation;

(2) agrees to the Licence terms and conditions;

(3) nominates the new Licence Period; and

(4) pays the required Licence Fee.

2.14.5 During the Redemption Period, the Domain Name must not be allocated to another Person.

2.14.52.14.6 If a Licence is not renewed before the expiry of the 30 calendar day periodthe end of the Redemption Period:

(1) the Domain Name must remain in the Registry for the Pending Delete Period; and

2.14.6(2) after the Pending Delete Period, the Domain Name will, subject to any hold imposed under these auDA Rules, be purged from the Registry at the next applicable purge cycle. Following that purge, subject to these auDA Rules, the Domain Name will become available to the public on a First Come, First Served basis.

2.14.7 The term of the new Licence will commence on the expiry date of the old Licence.

NOTE: For example, if a Licence was due to expire on 30 June 2018 2026 and was renewed on 12 July 2018 2026 for a five year term, the new expiry date will be 30 June 20232031.

2.15 CANCELLING AND RESTORING A LICENCE

Cancelling a Licence

2.15.1 A Registrant may cancel its Licence at any time during the Licence Period by giving written notice to the Registrar.

2.15.2 A Registrant or Registrar is not entitled to a refund of the wholesale component of the Licence Fee for the remainder of the Licence Period when the Licence is cancelled outside the Cooling Off Period.

2.15.3 A Registrar must cancel the Licence within two calendar days of receiving the written notification from the Registrant.

Cooling Off Period

2.15.4 A Registrant, after entering into a Licence Agreement, may cancel its Licence within the Cooling Off Period by giving the Registrar written notice.

2.15.5 A Registrar may cancel a Person's Licence during the Cooling Off Period

if the following circumstances apply:

(1) the Person has not paid the required fee;

(2) the Person is not eligible for the Licence; or

(3) the Person has provided inaccurate, incomplete or fraudulent details.

2.15.6 The Registry Operator will refund the wholesale component of the Licence Fee to the Registrar.

Restoring the Licence

2.15.7 Where a Registrant cancels a Licence, then the Registrant may request that a Registrar restore ~~a~~ the cancelled Licence during ~~within~~ the Redemption Period, subject to the Registrant satisfying the applicable eligibility and allocation criteria (as set out in these auDA Rules at the time of restoration request).~~two calendar days from the date the Licence was cancelled by the Registry Operator.~~

2.15.8 Where a Licence is cancelled under these auDA Rules, the Domain Name must not be purged from the Registry or allocated to another Person during the Redemption Period. If the Licence has not been restored by the end of the Redemption Period, the Domain Name must remain in the Registry for the Pending Delete Period, and after that period will, subject to any hold imposed under these auDA Rules, be purged from the Registry at the next applicable purge cycle. Following that purge, and subject to these auDA Rules, the Domain Name will become available to the public on a First Come, First Served basis.

~~2.15.8~~2.15.9 A L~~l~~icence is deemed to be cancelled when it appears on the Deleted Domain List maintained by the Registry Operator.

~~2.15.9~~2.15.10 The Registrant must pay the Registrar the required Restoration Fee.

2.16 AUDIT AND COMPLIANCE MONITORING (.au DOMAIN ADMINISTRATION AND REGISTRARS)

2.16.1 .au Domain Administration, from time to time, may undertake compliance monitoring activities in order to ensure that Registrants comply with these auDA Rules in respect to their Licences and to ensure the stability, integrity and reliability of the Domain Name System.

2.16.2 These compliance activities include:

(1) audits of the Registry Data;

(2) review of Complaints or Complaint data; and

(3) undertaking searches of the Registry Data on request of an Enforcement Body or an Intelligence Agency.

Licence Suspension and Cancellation

2.16.3 au Domain Administration or a Registrar, may suspend or cancel a Licence where:

(1) any of the warranties made by the Registrant at the time of applying for or renewing a Licence are found to be untrue, inaccurate or incomplete;

(2) the Registrant has failed to comply with these Registrant obligations;

(3) it is in the Public Interest; or

(4) .au Domain Administration or the Registrar must comply with a Court Order or an instrument made under Australian Law.

Licence Suspension

2.16.4 A Registrant's Licence will be suspended in the following circumstances:

(1) the information provided at the time of applying for or renewing a licence is incomplete;

(2) where a Reserved Name has been registered;

(3) where the Registrant information has not been updated within 14 calendar days of the Registrant becoming aware of the requirement

for a change;

(4) where a Sub-domain under the Licence does not comply with these auDA Rules;

(5) where the Registrant has not complied with these auDA Rules and the non-compliance is not of a severity that warrants the cancellation of a Licence;

(6) where it is in the Public Interest; or

(7) in order to comply with a Court Order or Australian Law.

2.16.5 A Licence which has been suspended will not resolve in the DNS and the Licence cannot be transferred.

2.16.6 A Registrant whose Licence has been suspended has 30 calendar days to rectify the information deficit or non-compliance issue.

2.16.7 Where a Registrant fails to rectify the information deficit or non-compliance issue within 30 calendar days, the Licence will be cancelled.

2.16.8 Where a Licence is suspended on the grounds of Public Interest or to comply with a Court Order or an Australian Law:

(1) .au Domain Administration or the Registrar are not required to provide notice to the Registrant; and

(2) there is no rectification period for the Registrant as specified in paragraph 2.16.6.

2.16.9 A Registrant will not be able to update the information in the Registry Data or renew or Transfer a Licence that is suspended on Public Interest grounds.

Licence Cancellation

2.16.10 A Registrant's Licence will be cancelled in the following circumstances:

(1) the information provided at the time of registration or renewal of a Licence is untrue;

(2) the Registrant is not eligible to hold the Licence;

(3) the Licence is being used to facilitate conduct which is illegal, unlawful or fraudulent under Australian Law;

(4) the name registered is a Reserved Name and the Person is not entitled to use that name;

(5) the Registrant has permitted the use of the Licence to a Person who is not a Related Australian Body Corporate;

(6) where it is in the Public Interest;

(7) to comply with a decision made under a dispute resolution process;

(8) the Licence or Domain Name poses a risk to the security, stability or integrity of the
.au domain; or

(9) to comply with a Court Order.

2.16.11 A cancelled Licence cannot be transferred or updated.

2.16.12 A Registrant whose Licence has been cancelled may apply to .au Domain Administration during the Redemption Period for restoration of the Licence. Restoration must comply with these auDA Rules, including the applicable eligibility and allocation criteria (as set out in these auDA Rules at the time of restoration request). A Registrar must not restore the Licence unless directed by .au Domain Administration.

2.16.13 .au Domain Administration reserves the right to restore a Licence which has been cancelled, only in the circumstances where a new Licence with that Domain Name has not been issued to another Person. There is no fee payable where .au Domain Administration restores a cancelled Licence.

2.17 REGISTRAR COMMUNICATIONS

The following section specifies the obligations of a Registrar to communicate with Registrants regarding Licence expiry, suspension and cancellation.

Registrar notification obligations

2.17.1 A Registrar must notify a Registrant of:

(1) an upcoming Licence expiry;

(2) the suspension of a Licence;

(3) the proposed cancellation of a Licence; and

(4) the cancellation of a Licence.

2.17.2 A notification under paragraph 2.17.1 must:

(1) be written in clear and plain language;

(2) explain the reason for the action or proposed action;

(3) explain any steps available to the Registrant to renew, restore, rectify or otherwise retain the Licence;

(4) specify any relevant deadlines; and

(5) include information about any available review rights under these auDA Rules.

2.17.3 A Registrar must use reasonably available means to ensure that actual notice ~~to~~is received by the Respondent, including sending notifications using the Registrant's contact details held by the Registrar or recorded in the Registry Data. Where the Registrant has provided more than one method of contact information, a Registrar must, where practicable, send notifications to at least two of the provided methods of communication.

2.17.4 A Registrar must send:

(1) an expiry notification at least 30 calendar days before the Licence expires and at least one further notification before expiry, unless the Licence has been renewed; and

(2) at least two notifications, on separate occasions, in relation to a suspension or cancellation, unless the matter has been resolved. These notifications must be sent in time ~~in time~~ to give the Registrant a reasonable opportunity to take any available action before the relevant deadline.

2.17.5 The notification obligations in this paragraph 2.17:

(1) are subject to any provision of these auDA Rules permitting notice to the Registrant to be withheld;

(2) do not require a Registrar to disclose any information that would be prohibited by Australian Law or subject to a Court Order; and

(3) do not require a Registrar to delay a suspension or cancellation required under these auDA Rules, Australian Law or a Court Order.

~~2.16.12~~

~~2.17~~2.18 PUBLIC INTERPRET TEST

~~2.17.1~~2.18.1 The .au Domain Administration may suspend or cancel a Licence or take any necessary action when it is in the Public Interest.

~~2.17.2~~2.18.2 Before undertaking any action specified in paragraph 2.18.1, the .au Domain Administration must:

(1) have received a request from an Enforcement Body or Intelligence Agency; and

(2) believe on reasonable grounds that the action is in the Public Interest and satisfies one or more of the Public Interest objectives specified in paragraph 2.18.3.

~~2.17.3~~2.18.3 A Public Interest objective is:

(1) the proper administration of government;

(2) the judicial system;

(3) public health and safety;

(4) national security;

(5) the prevention and detection of crime and fraud;

(6) consumer protection;

(7) the economic wellbeing of Australia;

(8) complying with Australia's obligations under international law;

(9) the integrity, stability or security of the Domain Name System.

Making a request

~~2.17.4~~2.18.4 An Enforcement Body or Intelligence Agency when making a request must provide the following information:

(1) the grounds for why the suspension or cancellation of the Licence or the requested action is in the Public Interest;

(2) why .au Domain Administration is considered the appropriate body to determine the request;

(3) why the requested action cannot be undertaken by another statutory body or under an Australian Law;

(4) the Licence Suspension period or the period for which any other action is required; and

(5) any other matter considered relevant to the request.

~~2.17.5~~2.18.5 If the .au Domain Administration considers that the information is not sufficient to make a determination whether a Licence should be suspended, cancelled or otherwise dealt with on Public Interest grounds, it may request additional information to enable the request to be dealt with.

~~2.17.6~~2.18.6 The .au Domain Administration may rely upon the information provided by an Enforcement Body or Intelligence Agency, and (as appropriate) Court Orders, in determining whether a Licence should be suspended or cancelled on Public Interest grounds.

Registrar Notice

~~2.17.7~~2.18.7 The .au Domain Administration may suspend, cancel or otherwise deal with a matter relating to a Licence in the Public Interest, without giving notice to the Registrant.

~~2.17.8~~2.18.8 As a result of action specified in paragraph 2.18.1, the .au Domain Administration may advise the Registrar of the action and the reasons for suspending or cancelling a Licence.

~~2.17.9~~2.18.9 If an Enforcement Body or Intelligence Agency requests that a

Registrar not be notified, then the .au Domain Administration may dispense with the notification specified in paragraph 2.18.8.

Suspension Period

~~2.17.10~~2.18.10 The .au Domain Administration must specify the period of time that the Licence will be suspended.

~~2.18~~2.19 ACCESSING REGISTRY DATA

~~2.18.1~~2.19.1 Schedules B to D of these auDA Rules specify relevant forms for section 2.19.

By the Registrant

Correction of Registrant Information

~~2.18.2~~2.19.2 A Registrant may request that a Registrar correct information relating to the Person recorded as the Registrant in the Registry Data.

~~2.18.3 A Registrant may only request such a correction where:~~

~~(1) the inaccuracy has arisen through a genuine error made in good faith by the Registrant in supplying information to the Registrar; or~~

~~(2) the inaccuracy has arisen through a genuine error made in good faith by the Registrar in recording the Registrant information;~~

~~and only in the following circumstances:~~

~~(3) the Registrant submitted or through error the Registrar recorded, inaccurate data at the time of registration;~~

~~(4) the Licence was incorrectly registered by the Registrar to the wrong party;~~

~~(5) the Licence was incorrectly registered by the Registrar in the name of the reseller or other agent who arranged the registration; or~~

~~(6) where otherwise authorised by .au Domain Administration.~~

~~2.18.4 Any request must be made within 14 calendar days of the Licence being recorded in the Registry Data.~~

Updating of Registry Data

~~2.18.5~~2.19.3 A Registrant may request a Registrar to update other information, which is not Registrant information, relating to their Licence at any time, providing that the request is in Writing and indicates the relevant field which must be updated.

~~2.18.6~~2.19.4 The Registrar must update the Registry Data within two calendar days of receiving the request from the Registrant.

~~2.18.7~~2.19.5 A Registrant may apply to .au Domain Administration for a registry search of Licences issued using the Registrant's details.

~~2.18.8~~2.19.6 The Registrant must use the 'Request for domain name search' form in making the request.

By other Persons

~~2.18.9~~2.19.7 A Registrar and .au Domain Administration will provide registry information to another Person, but only in circumstances where access to that information is authorised or requested under Australian Law.

~~2.18.10~~2.19.8 .au Domain Administration may provide information on the date that a Licence was issued or created:

(1) for the purpose of a claim under .auDRP; or

(2) as a result of court proceedings.

~~2.18.11~~2.19.9 A request to access Registry Data must be made on the form approved by .au Domain Administration as published on the website.

~~2.18.12~~2.19.10 A fee is charged by .au Domain Administration for the provision of the information.

Disclosure and use of data – WHOIS Information

~~2.18.13~~2.19.11 Schedule D of these auDA Rules specifies the information that is disclosed on the public WHOIS service for licences in the .au domain unless otherwise agreed by auDA in Writing.

NOTE: For example, auDA may agree that information on the public WHOIS

service may be suppressed if that information is also suppressed on the Australian Business Register.

Disclosure and use of data – Prohibited uses

~~2.18.14~~2.19.12 The following are prohibited:

(1) the use of WHOIS Data to support an automated electronic query process; and

(2) bulk access to WHOIS Data, in contrast to a user sending individual queries to the data-base.

~~2.18.15~~2.19.13 .au Domain Administration restricts the number of queries users can send to WHOIS, as stated on the WHOIS website: https://whois.auda.org.au/

~~2.19~~2.20 LIMITATION OF LIABILITIES AND INDEMNITY

~~2.19.1~~2.20.1 To the fullest extent permitted by Law, .au Domain Administration or the Registry Operator will not be liable to the Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the Registrant arising from, as the result of, or otherwise in connection with, any act or omission whatsoever of .au Domain Administration or Registry Operators, its employees, agents or contractors.

~~2.19.2~~2.20.2 The Registrant agrees to indemnify, keep indemnified and hold .au Domain Administration and the Registry Operator, its employees, agents and contractors harmless from all and any claims or liabilities, arising from as a result of, or otherwise in connection with, the Registrant's registration or use of its .au Domain Name.

~~2.19.3~~2.20.3 Nothing in these auDA Rules is intended to exclude the operation of the *Competition and Consumer Act 2010* (Cth).

PART 3 COMPLAINTS

3.1 OVERVIEW

The following is an overview of this Part which includes specifying:

- the objects of the Complaints process
- the application process for Complaints
- the review of Registrar decisions
- the review of au Domain Administration decisions
- the outcome resulting from a review
- the rights of a Person to pursue an action under law regarding a Complaint

3.2 OBJECTS

3.2.1 The objects of the auDA Rules relating to complaints are to establish a process that:

(1) enhances public confidence in the .au Namespace by ensuring that Complaints are managed in a consistent, systematic and responsive manner;

(2) is transparent, accessible and effective;

(3) is committed to continuous improvement of the administration of the .au ccTLD through the analysis, evaluation and auditing of Complaints; and

(4) reduces the likelihood of Complaints escalating into disputes.

3.3 COMPLAINTS AND REVIEW OF DECISIONS

3.3.1 Paragraphs 3.4.1 to 3.4.6 specify the applicable process relating to Complaints.

3.3.2 Paragraphs 3.5.1 to 3.7.3 specify the applicable process relating to a review of a decision.

3.3.3 Paragraphs 3.8.1 to 3.8.20 specify the applicable process relating to an external review of a decision of .au Domain Administration.

3.4 COMPLAINTS

Application Process

3.4.1 The person must:

(1) make the Complaint to the Registrar of Record;

(2) ensure that the Complaint only relates to the responsibilities or obligations of a Registrant or Registrar under the auDA Rules; and

(3) make the Complaint in the manner or form as required by the relevant Registrar.

3.4.2 A Licence which is deemed to be cancelled under paragraph 2.11.2 of the auDA Rules
(Contractual Capacity) cannot be the subject matter of a Complaint under paragraph 3.4.1 of these auDA Rules.

3.4.3 Any decision made by .au Domain Administration under paragraph ~~2.17~~ 2.18 of these auDA Rules (the 'Public Interest Test') in relation to the suspension or cancellation of a Licence, cannot be the subject of a Complaint under paragraph 3.4.1.

Registrar Obligations

3.4.4 A Registrar has 30 calendar days to resolve the Complaint unless the Registrar advises the Person that the Complaint cannot be resolved in that period.

3.4.5 Where paragraph 3.4.4 applies, the Registrar must advise the Person of the new time frame for resolution.

3.4.6 A Registrar must, as soon as practicable after making a decision about the Complaint, provide written notice to the Person, setting out:

(1) the decision;

(2) the reasons for that decision; and

(3) the Person's right of appeal to .au Domain Administration to have the decision reviewed.

3.5 REVIEW OF THE REGISTRAR DECISIONS

3.5.1 A Person may apply to .au Domain Administration for the review of a decision made by, or the action or conduct of a Registrar, under these auDA Rules.

3.5.2 A Person must not apply to .au Domain Administration unless all avenues of redress with the Registrar have been exhausted.

3.5.3 An application for review must be lodged with .au Domain Administration within the following timelines:

(1) a decision to cancel a Licence – five calendar days from the date the Registrar made the decision;

(2) a decision to suspend a Licence – within 28 calendar days from the date the Registrar made the decision; and

(3) for all other matters – 28 calendar days from the date the Registrar made the decision or failed to make a decision or to rectify an act or engaged in conduct which is the subject matter of the Complaint.

Extension of Lodgement Period

3.5.4 The Person may request that the .au Domain Administration extend the 28 calendar day period specified in subparagraphs 3.5.3(2)(3).

3.5.5 The .au Domain Administration has the discretion to either extend or not extend the lodgement period for an additional 28 calendar days from the expiry date of the initial lodgement period.

3.5.6 The .au Domain Administration must not extend the five calendar day application period as specified in subparagraph 3.5.3(1).

3.5.7 Form of Application

3.5.8 The application for review must:

(1) provide the name and contact details of the Person seeking the review;

(2) attach the original Complaint as submitted to the Registrar;

(3) attach the written decision of the Registrar;

(4) set out the Person's reasons for making the application;

(5) set out the avenues of redress undertaken by the Person in regard to the complaint as required by paragraph 3.5.2;

(6) set out the remedies which the Person is seeking; and

(7) be in the approved form as specified by .au Domain Administration.

Receipt of Application

3.5.9 .au Domain Administration will acknowledge receipt of an application for review of a Registrar's decision within three Business Days.

3.5.10 If the application meets the requirements specified in paragraph 3.5.7, .au Domain
Administration must place on hold any actions taken by a Registrar, until .au Domain Administration makes a decision in respect of that application.

NOTE: For example, a Person has made an application to .au Domain Administration for review of a Registrar's decision to cancel a Licence. The Licence cancellation process has commenced and is midway through the cancellation cycle. The cancellation cycle will be temporarily placed on hold until .au Domain Administration makes a decision.

3.5.11 .au Domain Administration may at its sole discretion not accept an application for review that is frivolous, vexatious, or not made in good faith.

Outcome of review

3.5.12 au Domain Administration must make a decision within 28 days of receiving a valid
application for review, unless .au Domain Administration has notified the Person of a revised time frame for making the decision.

3.5.13 After reviewing the decision made by the Registrar, .au Domain Administration may:

(1) affirm the decision;

(2) vary the decision;

(3) revoke the decision; or

(4) remit a decision to the Registrar for reconsideration.

3.5.14 au Domain Administration must, as soon as practicable after making a decision under paragraph 3.5.12, provide written notice to the applicant of:

(1) the decision;

(2) the reasons for the decision; and

(3) the Person's right to seek an internal review of a decision made by .au Domain Administration.

3.5.15 If .au Domain Administration affirms a Registrar's decision, .au Domain Administration must remove the hold placed on the actions of the Registrar.

NOTE: For example, a Licence has ~~a 14 day cancellation period~~a Redemption Period of 30 calendar days before it is purged from the Registry Data. If .au Domain Administration places a hold on a cancellation after seven calendar days of the Redemption Period have elapsed, 23 calendar days of that period remain when the hold is removed.~~au Domain Administration places a hold on a cancelled Licence at seven days into the cancellation period for the purpose of reviewing the Registrar's decision. .au Domain Administration affirms the Registrar's decision and removes the hold on the cancellation of the Licence. The cancellation period will resume on day eight and the Licence will be purged six days after the hold is removed.~~

3.6 REVIEW OF .au DOMAIN ADMINISTRATION DECISION

~~A Person~~Registrant or former Registrant whose Licence is the subject of a decision made by .au Domain Administration under these auDA Rules; or

~~another Person who demonstrates a sufficient interest in the Domain Name to which the decision relates or, where no particular Domain Name is involved, in the subject matter of the decision,~~

having regard to the nature and effect of the decision; and

3.6.1 affected by a decision made by .au Domain Administration under these auDA Rules may apply to .au Domain Administration for an internal review of that decision. by .au Domain Administration.

3.6.1 A Person may apply to .au Domain Administration for the review of a decision made by auDA under these auDA Rules.

3.6.2 For the purpose of this Section 3.6, a~~A~~ decision made by .au Domain Administration ~~includes~~means:

3.6.2(1) a review of a decision of the Registrar made under paragraph 3.5; and.

(2) a decision about a Registrant's compliance with these auDA Rules made following an audit under paragraph 2.16, whether or not a Complaint has been made.

A Person is not required to make a Complaint to a Registrar before applying for internal review of a decision referred to in subparagraph (2).

3.6.3 An application relating to a decision by .au Domain Administration to cancel a Licence (other than a Suspension or cancellation subject to the Public Interest Test under Section ~~2.17~~ 2.18 of these auDA Rules), must be lodged with the .au Domain Administration within 7 days ~~48 hours~~ after receiving notice of the relevant decision.~~of the time the decision was made and communicated to the Person.~~

3.6.4 For all other cases, the application must be lodged with the .au Domain Administration within 28 calendar days of the date of the decision.

.au Domain Administration Review Officer

3.6.5 An application for ~~the~~ internal review of an .au Domain Administration decision to suspend or cancel a Licence, or of a decision referred to in sub-paragraph 3.6.2(2) must be reviewed by a person who:

(1) was not involved in making the decision which is being reviewed; and

(2) occupies a position in .au Domain Administration which is senior to

the Person who made the decision which is the subject of review.

Form of Application

3.6.6 The application for review must:

(1) provide the name and contact details of the Person seeking the review;

(2) attach the original Complaint, if any, as submitted to .au Domain Administration;

(3) attach the written decision of .au Domain Administration;

(4) attach any correspondence from .au Domain Administration or the Registrar regarding the Suspension or cancellation of a Licence (if applicable);

(5) attach the written reasons for that decision as made by .au Domain Administration;

(6) set out the Person's reasons for making the application;

(7) set out the remedies which the Person is seeking; and

(8) be in the approved form as specified by .au Domain Administration.

~~(8)~~ An applicant is not required to attach a document referred to in subparagraphs (2) to (5) if that document does not exist or is not reasonably available to the applicant.

Receipt of Application

3.6.7 .au Domain Administration will acknowledge receipt of an application for an internal review of a .au Domain Administration decision within one Business Day.

3.6.8 If the application meets the requirements specified in paragraph ~~3.6.7~~ 3.6.6 the .au Domain Administration Review Officer must place on hold any actions taken by .au Domain Administration, until the internal review is completed.

3.6.9 The .au Domain Administration Review Officer must advise the Person making the application, a date for when the internal review

will be completed.

3.6.10 .au Domain Administration may at its sole discretion not accept an application for an internal review that is frivolous, vexatious, or not made in good faith.

3.7 OUTCOME OF RECONSIDERATION

3.7.1 After reconsidering the decision made by .au Domain Administration, the Person may:

(1) affirm the decision;

(2) vary the decision; or

(3) revoke the decision.

3.7.2 .au Domain Administration must, as soon as practicable after making a decision under paragraph 3.7.1, provide written notice to the applicant of:

(1) the decision;

(2) the reasons for the decision; and

(3) the Person's right of appeal to the Licence Review Panel to have the decision reviewed.

3.7.3 A Person ~~affected by and dissatisfied with the final decision~~ made ~~under paragraph 3.7.1 of .au Domain Administration~~ may apply for an external review of the decision ~~by~~ the Licence Review Panel under paragraph 3.8 of these auDA Rules.

3.8 EXTERNAL REVIEW

3.8.1 A Person may apply to the Licence Review Panel for the review of an internal review decision made by auDA under paragraph 3.7 of these auDA Rules.

~~3.8.1 Subject to paragraphs 3.8.2 and 3.8.3, A a Person affected by a decision made by .au Domain Administration under paragraph 3.7 may apply to the Licence Review Panel for external review of that decision, by the Licence Review Panel.~~

3.8.2 A Person must not apply for external review of a decision of .au Domain Administration unless an internal review of the decision has been completed under paragraph 3.6 of these auDA Rules.

3.8.3 Any decision made by .au Domain Administration under paragraph ~~2.17~~ 2.18 of these Licensing Rules (the 'Public Interest Test') cannot be the subject of an external review under paragraph 3.8.1 of these Licensing Rules.

3.8.4 A Person must make an application for external review within 10 calendar days after a decision is made by .au Domain Administration under paragraph 3.7 of these auDA Rules.

Form of Application

3.8.5 The application for external review must:

(1) provide the name and contact details of the Person seeking the review;

(2) attach the original Complaint, if any, as submitted to .au Domain Administration;

(3) attach the written decision of .au Domain Administration;

(4) attach any correspondence from .au Domain Administration or the Registrar regarding the Suspension or cancellation of a Licence (if applicable);

(5) attach the written reasons for that decision as made by .au Domain Administration under paragraph 3.7.2 of these Licensing Rules;

(6) set out the Person's reasons for making the application;

(7) set out the remedies which the Person is seeking; and

(8) be in the approved form as specified by .au Domain Administration.

An applicant is not required to attach a document referred to in subparagraphs (2) to (5) if that document does not exist or is not reasonably available to the applicant.

3.8.6 A Person must pay the external review fee within three Business Days

of .au Domain Administration acknowledging receipt of application.

3.8.7 If a Person fails to pay the external review fee in accordance with paragraph 3.8.6, the application will lapse.

3.8.8 .au Domain Administration will publish the fee for external review on the .au Domain Administration website.

Receipt of Application

3.8.9 .au Domain Administration will acknowledge receipt of the application for external review within seven calendar days.

3.8.10 If the application complies with the requirements of paragraph 3.8.5, .au Domain Administration must:

(1) place on hold any actions taken by .au Domain Administration; and

(2) prevent the Licence from being updated, transferred, or deleted; until the Licence Review Panel makes a decision in respect of the application.

3.8.11 au Domain Administration must provide the application to the Licence Review Panel within three Business Days of the receipt of payment of the external review fee.

Licence Review Panel

3.8.12 .au Domain Administration may appoint Persons with appropriate qualifications or experience to the Licence Review Panel, from time to time.

3.8.13 A Person appointed to the Licence Review Panel may also perform the role and functions of the Registrant Review Panel under the Registrant Review Panel Policy.

3.8.14 The following Persons are not eligible to be appointed to the Licence Review Panel:

(1) a director or employee of, or consultant to .au Domain Administration; and

(2) a director or employee of, or consultant to, a Registrar.

3.8.15 A Person is appointed to the Licence Review Panel for a period of up to three years, which may be extended by .au Domain Administration for an additional term with the agreement of the Panel member.

3.8.16 .au Domain Administration will publish a list of Licence Review Panel members on its website

3.8.17 .au Domain Administration will assign an application to a Panel member on a rotational basis.

NOTE: For example, If Panel member A is assigned a matter, then Panel member B will be assigned the next application for external review, and so on.

3.8.18 The Panel member must review the decision based on the material before them, and may not take into consideration any information, or document that was not provided to .au Domain Administration at the time of making the reviewable decision.

3.8.19 A Panel member may:

(1) affirm the decision

(2) set aside the decision and

(a) make a decision in substitution or

(b) remit the matter for reconsideration by .au Domain Administration

3.8.20 A Panel member must make a decision and provide written reasons for that decision to the Person and .au Domain Administration within ~~10~~ 21 calendar days of being appointed to review that decision.

3.9 RIGHTS OF APPLICANT

3.9.1 Part 3 of these auDA Rules does not prohibit a Person from pursuing a course of action under Australian Law in regard to a Complaint made to a Registrar or .au Domain Administration.

3.9.2 Any initiation of a legal proceeding by a Person in regard to a complaint applicable under Part 3 of these auDA Rules, will:

(1) bar the bringing of a Complaint under Part 3;

(2) cease any proceedings which have been commenced by the Person under Part 3;

(3) bar the revival of any Complaint previously brought under Part 3 but was not resolved because of the legal proceedings in respect to that Complaint.

PART 4 AMENDMENTS AND TRANSITIONAL PROVISIONS

4.1 OVERVIEW

The following is an overview of this Part:

- .au Domain Administration may amend the auDA Rules and the licence terms and conditions from time to time
- any amendments will be published on the .au Domain Administration website for a period before they come into effect, except in certain circumstances

4.2 AMENDMENT TO THE auDA Rules AND LICENCE TERMS AND CONDITIONS

4.2.1 .au Domain Administration has the power to:

(1) amend the auDA Rules; and

(2) amend licence terms and conditions; from time to time.

4.2.2 .au Domain Administration must not amend Schedule A of these auDA Rules without consultation with the appropriate education bodies and the .edu.au Registrar.

4.2.3 Any finalised amendments made under paragraph 4.2.1 will be publicly available on the .au Domain Administration website (www.auda.org.au) at least 21 calendar days before the amendments come into effect.

4.2.4 In circumstances where an amendment is required to:

(1) protect the integrity, stability or utility of the .au domain; or

(2) prevent Licences being issued for abusive or speculative reasons;

then the 21 calendar day notice period as specified in paragraph 4.2.3 will not be applicable.

4.2.5 The amended auDA Rules or Licence terms and conditions, will be those that apply to a Licence when:

(1) the Licence was issued; or

(2) the Licence was renewed.

4.3 TRANSITIONAL ARRANGEMENTS

~~4.3.1 These auDA Rules (Licensing) will apply to a Person where that Person has:~~

~~(1) applied for a Licence; or~~

~~(2) renewed a Licence; or~~

~~(3) transferred a Licence;~~

~~on or after the commencement date specified in paragraph 1.2.1.~~

~~4.3.2 A Person whose Licence was issued or renewed prior to commencement date as specified by paragraph 1.2.1, will be subject to the auDA Published Policies in existence at that date.~~

~~*NOTE: For example, a person whose Licence was issued by .au Domain Administration on 10 April 2017 will be subject to the Domain Eligibility and Allocation Policy rules for Open 2LDs (2012-04)*~~

4.3.1 Section 2.4.4 of ~~T~~these auDA Rules apply to a Person where that Person has:

(1) Applied for a licence; or

(2) Transferred a licence (other than where the transfer occurs in accordance with section 2.13.2, as a result of a change in their business structure)

On or after the [insert] (commencement date of all changes).

A person holding a com.au domain name licence prior to that date will be entitled to continue to hold, renew, or take the action contemplated in section 2.13.2 in relation to, that domain name licence under the previous section 2.4.4 (extracted below for convenience only) until either section 4.3.1 (1) or (2) applies.

Section 2.4.4 (.au Domain Administration Rules (Licensing) (Policy Number 2019-01)

2.4.4 *A Person applying for a Licence in the com.au and net.au Namespaces must be*

1. *a Commercial Entity; and*
2. *the domain name applied for must be:*
   a. *a Match of the Person's company, business, statutory or Personal name; or*
   b. *an Acronym of the Person's company, business, statutory or Personal name; or*
   c. *a Match of the Person's Australian Trade Mark; or*
   d. *a Match to or an Acronym of a name of a Related Australian Body Corporate or*
   e. *a Match or an Acronym of a name of:*
      i. *a partnership of which the Person is a partner;*
      ii. *a trust of which the Person is a trustee; or*
   f. *a Match or Synonym of the name of:*
      i. *a Service that the Person provides;*
      ii. *Goods that the Person sells (whether retail or wholesale);*
      iii. *an event that the Person registers or sponsors;*
      iv. *an activity that the Person facilitates, teaches or trains;*
      v. *premises which the Person operates*

and which that Person is providing at the time of the application.

SCHEDULE A

PART 1 – INTRODUCTION

1.1 This Schedule specifies the eligibility and allocation criteria which a Person must satisfy when applying for a Licence in the edu.au namespace and edu.au Child Zones.

1.2 Definitions

In this Schedule:

Association means an incorporated association formed within the limits of an Australian State or Territory, or an Australian external territory whose members comprise education and training entities, teachers and other education and training professionals, parents or students.

Body Serving Overseas Students means a Person providing education and training services to overseas students in Australia and which appears in the Commonwealth Register of Institutions and Courses for Overseas Students.

Child Zones means the following: act.edu.au, nsw.edu.au, nt.edu.au, qld.edu.au, sa.edu.au, tas.edu.au, vic.edu.au or wa.edu.au, catholic.edu.au, eq.edu.au, education.tas.edu.au and schools.nsw.edu.au.

Education and Care Services (Child Care) Provider means a Person providing an education and care service (child care) registered or accredited by the relevant State or Territory Government authority and which appears in the Australian Children's Education & Care Quality Authority registry.

Eligible Referee means a Person that:

1. is eligible for and that currently holds a Licence in the edu.au namespace or one of its Child Zones; and

2. must not be a related entity, such as

    a. a parent company or subsidiary

    b. an entity that shares directors, officers or members

    c. an entity that has financial or operational control over a trust or beneficiary associated with the Person applying for a Licence, or

    d. an entity with a vested interest in the Person applying for a Licence

    Exceptions to this rule may apply where a college or campus is operating within and under a third-party contract with a university, or for incorporated associations whose members are best placed to provide a reference regarding its operations.

Entity Delivering Non-Accredited Training means an entity that is providing training services for which there is no appropriate government registration or accreditation authority and where no qualification or award under the Australian Qualifications Framework is being offered, including tutoring services and some industry based or industry specific training.

Entity Not Otherwise Listed means an entity that operates in the education and training sectors, but does not fall within one of the other education or training entity types listed or an entity that provides approved services on behalf of another education or training entity, including university residential colleges, or English Language Intensive Courses for Overseas Students providers operating under entry arrangements.

Generic Education and Training Terms means terms that are deemed to be in common use within the education and training sector and/or that would, if registered, provide an unreasonable advantage to the Licence holder over other entities that may offer the same or similar services, including references to course names, types of education and training, education and training faculties, staff or students, or geographic locations.

Government Body means a Commonwealth, State or Territory Government entity, a statutory body or a company that is wholly government owned.

Government School means a school that is conducted by or on behalf of the government of a State or Territory.

Higher Education Institution means an entity:

1. established under a Commonwealth, State or Territory Act; or
2. approved to provide higher education by the Tertiary Education Quality and Standards Agency (or other relevant Commonwealth, State or Territory Accreditation Agency).

Industry Organisation means an organisation that represents a sector of the Australian economy.

National Interests and Responsibilities means:

1. having been established by, being responsible for or administering a project, program or initiative of a Commonwealth entity;
2. having a primary function of contributing to the development of or conducting research relating to the Australian Curriculum;
3. representing other Persons that have the same interests and objectives nationally;

4. being a partnership between or consortium of entities in multiple States and Territories;
5. having stakeholders or membership comprised of entities in multiple States and Territories; or
6. being an Australian University; or
7. being registered or accredited with a Commonwealth education or training authority.

However, international delivery of education services does not qualify as a national interest or responsibility.

*Name of the Perso*n means the Legal Name, Business Name, trading name, or registered trademark of a Person, or the name of a partnership of which the Person is a member, and as is recorded with the appropriate government education or training authority where required, or otherwise where recorded in a government registry.

Non-Government School means a school, other than a Government School, registered by the relevant State or Territory Government authority.

Peak Body means a Not for Profit Entity that represents other Persons that have the same interests and objectives within a State or Territory or nationally.
Person means:

1. a Commonwealth, State or Territory Minister;
2. a Commonwealth, State or Territory statutory authority;
3. a Commonwealth entity;
4. an Australian company;
5. a Registrable Body;
6. an Association;
7. an indigenous corporation;
8. Registered Organisation under the Fair Work (Registered Organisations) Act 2009 (Cth);
9. an Incorporated limited partnership under State or Territory legislation;
10. a cooperative under State or Territory legislation, and which appears on the State or Territory register of cooperatives; or
11. a natural person who is 18 years or older.

Pre-school means a Person that is registered or accredited by the relevant State or Territory Government authority to provide a pre-school service.

Registered Training Organisation means a Person registered as a training organisation with the:
(1) Victorian Registration and Qualifications Authority;
(2) Training Accreditation Council Western Australia; or
(3) Australian Skills Quality Authority; and

recorded in the National Register on Vocational Education and Training.

Registrable Body means a registrable Australian body or Foreign Company under the Corporations Act 2001 (Cth).

Related Services means services specific to and within the education and training sector, and does not include general services such as supplies, or technology, referral, administrative or financial services that may be used by or be offered to education and training entities.

Value Judgement means a term which is a subjective opinion, rather than an objective fact and, if registered, may provide an unreasonable advantage to the Licence holder over other entities that may offer the same or similar services.

PART 2 ELIGIBILITY AND ALLOCATION CRITERIA

2.1 A Person applying for Licences in the edu.au namespace or any of its Child Zones must be a recognised education or training entity operating as:

1. a Government School;
2. a Non-Government School;
3. a Pre-school;
4. a Registered Training Organisation;
5. a Higher Education Institution;
6. an Education and Care Services (Child Care) Provider;
7. a Body Serving Overseas Students;
8. a Government Body;
9. an Industry Organisation / Peak Body;
10. a research organisation;
11. an Association;
12. an Entity Delivering Non-Accredited Training; or
13. an Entity Not Otherwise Listed.

2.2 The Domain Name applied for must be:

1. an Exact Match to the Name of the Person;
2. be substantially and closely connected to the Name of the Person;
3. an Acronym or abbreviation of the Name of the Person; or
4. the name of or a name with a semantic relationship to the name of a project or program which the Person is the owner or principal administrator.

2.3 The Domain Name applied for must not:

1. be comprised of only Generic Education and Training Terms;
2. a personal name, except where the personal name is that of the Person;
3. contain obscene or offensive language;
4. express a value judgement or political message; or
5. otherwise be deemed to compromise the reputation or effective operation of edu.au namespace or any of its Child Zones.

Exceptions may exist for legacy domain names which were registered in good faith in the past (e.g. pre-2016) under different licensing rules, provided all other eligibility and allocation criteria are met. These names cannot be transferred.

2.4 The Domain Name applied for must satisfy any eligibility and allocation criteria for the namespace or Child Zones being applied for as specified in paragraphs 2.8 to 3.5 of Schedule A.

2.5 Where there is a relevant government education or training authority, the Person applying must be accredited or registered with, or otherwise endorsed by, that authority.

2.6 Where there is no relevant government education or training authority, the Person applying must submit a written warranty in a form provided by the Registrar, that they have a primary function of providing in Australia:

1. education;
2. training;
3. education and training research; or
4. Related Services.

2.7 The warranty must be supported by two Eligible Referees and where the Person applying is affiliated or has a contractual relationship with an accredited or registered entity for the delivery or education and training, one reference must be from that entity.

edu.au namespace

2.8 A Person applying for a Licence in the edu.au Namespace (at the third level) must:

1. be delivering education or training services in more than one State or Territory;
2. have National Interests and Responsibilities; or
3. be applying for the name of or a name with a semantic relationship to the name of a project or program operating in more than one State or Territory or that has National Interests and Responsibilities.

2.9 Where the requirements in paragraph 2.8 of Schedule A cannot be verified by the Registrar via a government education or training authority or a government registry, the Person applying must submit a written warranty in a form provided by the Registrar and be supported by two Eligible Referees.

State and Territory (open) Child Zones

3.1 A Person applying for a Licence in the act.edu.au, nsw.edu.au, nt.edu.au, qld.edu.au, sa.edu.au, tas.edu.au, vic.edu.au or wa.edu.au Child Zones (at the fourth level) must be:

1. based in the corresponding State or Territory;
2. delivering education or training services in the corresponding State or Territory; or
3. applying for the name of or a name with a semantic relationship to the name of a project or program operating in the corresponding State or Territory.

Sector or jurisdiction specific (closed) Child Zones

3.2 A Person applying for a Licence in the catholic.edu.au child zone must be:

1. operating within the Australian Catholic education sector; or
2. approved by the National Catholic Education Commission.

3.3 A Person applying for a Licence in the eq.edu.au child zone is subject to approval by the Queensland Government Department responsible for education in that State.

3.4 A Person applying for a Licence in the education.tas.edu.au child zone is subject to approval by the Tasmanian Government Department responsible for education in that State.

3.5 A Person applying for a Licence in the schools.nsw.edu.au child zone is subject to approval by the New South Wales Government Department responsible for education in that State.

SCHEDULE B – FORM

Standard Transfer Confirmation Message

DOMAIN NAME TRANSFER - REQUEST FOR CONFIRMATION

Attention: <insert Registrant contact

name> Re: Transfer of <insert domain

name>

The current registrar of record for this domain name is <insert name of losing registrar>

We have received a request from <insert name of Person requesting transfer> for us to become the new registrar of record.

You have received this message because you are listed as the Registrant contact for this domain name in the WHOIS database.

Please read the following important information about transferring your domain name:

- You must agree to enter into a new Licence Agreement with us. You can review the full terms and conditions of the Agreement at <insert URL>
- Once you have entered into the Agreement, the transfer will take place within two calendar days.
- The transfer will not change the expiry date of your domain name, which is <insert expiry date>.

If you wish to proceed with the transfer, please contact us <insert gaining registrar contact details> with the following message:

"I confirm that I have read the Domain Name Transfer - Request for Confirmation Message.

I confirm that I wish to proceed with the transfer of <insert domain name> from <insert name of losing registrar> to <insert name of gaining registrar>."

SCHEDULE C – FORM

Standard Transfer Audit Message

DOMAIN NAME TRANSFER

Attention: <insert Registrant contact

name> Re: Transfer of <insert domain

name>

We are the current registrar of record for this domain name.

We received notification on <insert date of notification> that you have requested a transfer to <insert name of gaining registrar>. This means that <insert name of gaining registrar> will become the new registrar of record for your domain name on <add two days to date of notification>.

If you have authorised this transfer, you are under no obligation to respond to this message.

If you did not authorise this transfer, please contact us <insert losing registrar contact details>.

SCHEDULE D – FORM

WHOIS FIELDS FOR .AU LICENCES

Field Name	Field Description
Domain Name	Registered domain name
Last Modified	Date the domain name record was last modified (includes renewal, transfer and update)
Status	Status of the domain name (e.g. "OK", "pendingTransfer", "pendingDelete")
Registrar Name	Name of the registrar of record
Reseller Name	Name of the recorded reseller (if applicable)
Registrant	Legal name of the Registrant entity (e.g. company name)
Registrant ID	Publicly available business ID number associated with the Registrant entity, if any (e.g. ACN for company). This field should never contain numbers associated with personal identity documents and should be left blank if the registrant is a citizen/resident.
Eligibility Type	Registrant's eligibility type (e.g. "Company")
Eligibility Name	Name used by the Registrant to establish eligibility, if different from their own legal name (e.g. registered business name or trademark)
Eligibility ID	Publicly available business ID number associated with the name used by the Registrant to establish eligibility (e.g. ABN for registered business names, TM number for registered trademark). This field should never contain numbers associated with personal identity documents and should be left blank if the registrant is a citizen/resident.
Registrant Contact ID	Registry code used to identify Registrant
Registrant Contact Name	Name of a contact Person for the Registrant
Registrant Contact Email	Contact email address for the Registrant
Tech Contact ID	Registry code used to identify the technical contact

Tech Contact Name	Name of a technical contact for the domain name (e.g. Registrar, reseller, webhost or ISP)
Tech Contact Email	Contact email address for the technical contact
Name Server	Name of computer used to resolve the domain name to Internet Protocol (IP) numbers (minimum of two name servers must be listed)
Name Server IP	IP number of the name server
DNSSEC	DNSSEC status (whether the domain name is signed or unsigned)

Title	Licensing Rules			
Description	The rules governing the issuing of licences for the use of domain names in the .au ccTLD and complaints handling			
Created By	Manager Policy and Strategy			
Date Created	19 September 2018			
Maintained By	Director, .au Licensing Framework			
Version Number	**Modified By**	**Consultation**	**Date Modified**	**Status**
1		Internal Consultation Only		
2	CEO/COO	PRP, Focus Groups	8 Apr 2019	Board
3	Manager Policy & Strategy	Public consultation	15 May 2019	20 May 2019
4		Board Approved except Public Interest Test. Pending clarification from DOCA.	No modifications	17 June 2019
5	Manager Policy and Strategy	Australian Government consultation on Public Interest Test Public Interest Test, Australian Trade Mark definition, 90 day renewal period, removal of references to COO/CEO	8 September	10 September 2019
6	Manager Policy and Strategy	Board approved amendments on 26 February 2020	As above	Published.
7	Manager Policy and Strategy	Changes made for consistency with Registrar Agreement and Registrar Rules including definition of exact match and match, and use of Licence Agreement instead of Licensing Agreement	16 June 2020	Board Approve d 1 July 2020
8	Manager Policy and Strategy	Para 1.2.1 amended to include a commencement date of 12 April 2021 at 00:00 UTC	10 November	Board approved 10 November 2020.
9	Chief Operating Officer	Para 3.8.15 may be amended to allow the appointment of a Licence Review Panel Member for a period of up to 3 years,	16 February 2021	Board Approv ed 16 February

		subject to 21 days public consultation.		2021
10	Chief Operating Officer	Updated dates in clauses 1.2.2 and 1.2.3. Added a definition of the .au direct priority rules in section 1.4. Added reference to the .au direct priority rules in clause 2.4.3.	17 August 2021	Board approved dates on 17 August 2021

11	Manager Licensing Framework Compliance	New subclause 18 after subclause 17 in the definition of Australian Presence in clause 1.4 Additional subclause be added as a new subclause 12 after subclause 11 in the definition of Not-for-Profit entity in clause 1.4 Definitions of the Licensing Rules.	6 June 2023	Board approved 6 June 2023
12	Manager Licensing Framework Compliance	Capitalisation of defined terms, reference to DNS abuse, changes to contractual capacity, changes to WHOIS Information and other administrative changes.	7 December 2023	Board approved 7 December 2023
13	Director, .au Licensing Framework	Minor amendments to field descriptions for two data fields in Schedule D to clarify purpose and use of the data fields.	23 June 2026	Board approved 23 June 2026
14	Director, .au Licensing Framework	Minor amendments to Schedule A, to four definitions and in respect of eligibility and allocation for legacy edu.au domain names.	28 July 2026	Board approved 23 June 2026