.au Domain Administration Rules: Licensing

auDA Board Amendment Date: 6 June 2023

Contents

.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 pPresence', 'eEnforcement bBody', '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 nNamespace, Internationalised Domain Names and id.au nNamespace), will 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 2.4.8) ~~will~~ 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) ~~will~~ commenced on 24 March 2022 at 00:00 UTC.

1.2.4 The auDA Rules relating to Internationalised Domain Names (paragraph 2.8) will commence on [to be advised].

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 ~~l~~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 ~~n~~No ~~p~~Proprietary ~~r~~Rights in a ~~d~~Domain ~~n~~Name, ~~f~~First ~~c~~Come, ~~f~~First ~~s~~Served, and ~~n~~No ~~h~~Hierarchy of ~~r~~Rights.

1.4 DEFINITIONS

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 ~~d~~Domain ~~n~~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 ~~p~~Person's name, ~~g~~Goods,

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sService, 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 lLaw 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 pPresence 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;

(14) an *Educational Institution* regulated under an Australian State, Territory or Commonwealth law;

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

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

(17) 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;

(18) 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 ~~n~~*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 ~~e~~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 ~~f~~**F**oreign ~~l~~**L**egal ~~e~~**E**ntity or natural person who holds or has applied for an Australian Trade Mark.

Community ~~g~~Group means a group of people who reside in a ~~g~~Geographically ~~d~~Defined ~~a~~Area that has a ~~g~~Geographical ~~n~~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 an expression of dissatisfaction made to a Registrar by a Person in relation to its application of these .auDA Rules, where a response or resolution is explicitly or implicitly expected by that Person.

Cooling ~~o~~Off ~~p~~Period means three 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 ~~l~~Limited by ~~g~~Guarantee has the same meaning as section 9 of the *Corporations Act 2001(Cth).*

DNS means the Domain Name System.

Domain ~~n~~Name means a unique identifier consisting of a string of alphanumerical characters registered in a ~~d~~Designated ~~n~~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 ~~l~~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 ~~l~~Licence for the sole purpose of transferring the ~~l~~Licence to another Person.

> *NOTE: For example:*
>
> *(1)   Affiliate websites where a ~~d~~Domain ~~n~~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 ~~d~~Domain ~~n~~Name.*

edu.au ~~c~~Child ~~z~~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 ~~c~~Child ~~z~~Zones.

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

Enforcement ~~R~~related ~~A~~activities has the same meaning as in section 6 of the *Privacy Act*

1988 (Cth).

Exact ~~m~~Match means that the ~~d~~Domain ~~n~~Name being applied for is identical to the words which are the subject of an Australian Trade Mark. The ~~d~~Domain ~~n~~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 ~~c~~Come, ~~f~~First ~~s~~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 ~~c~~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 ~~l~~Legal ~~e~~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 ~~b~~Body.

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

Geographical ~~n~~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 ~~f~~Family has the same meaning as section 9 of the *Corporations Act 2001*

(Cth). ***Intelligence ~~a~~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 ~~n~~Name means the name that appears on all official documents or legal papers.

> *NOTE: For example: A natural Person's ~~l~~Legal ~~n~~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 ~~l~~Licence issued by .au Domain Administration, to a Person to use the Domain Name System (DNS) with a ~~u~~Unique ~~i~~Identifier of their choice. A licence does not create a proprietary interest in the Domain Name System or a ~~d~~Domain ~~n~~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 fFee 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 pPeriod means a period of 1, 2, 3, 4 or 5 years.

Match means that the ~~d~~Domain ~~n~~Name being applied for is identical to one, some or all of words or numbers used in the Person's ~~l~~Legal ~~n~~Name, ~~b~~Business ~~n~~Name or Australian Trade Mark. The ~~d~~Domain ~~n~~Name must use the words or numbers in the same order as they appear in the Person's ~~l~~Legal ~~n~~Name, ~~b~~Business ~~n~~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 ~~b~~Business ~~n~~Name 'Forexample Publishing' would be able to register forexample, forexamplepublishing, 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, ~~p~~Profession or ~~s~~Service.

No hHierarchy of rRights means that a ~~p~~Person has no better entitlement to a name in a ~~n~~Namespace than any other ~~p~~Person and that no ~~n~~Namespace is of greater or lesser value than another ~~n~~Namespace.

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

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

No pProprietary rRights in a dDomain nName means a Registrant has a lLicence to use the Domain Name System with a uUnique iIdentifier (a dDomain nName) for a specified period in a specific nNamespace, subject to terms and conditions. A Person may dispose of a lLicence by transferring it to an eligible third party, cancelling the lLicence or failing to renew it. A Person does not legally 'own' a dDomain nName.

Not for Profit eEntity 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 ~~unincorporated association~~ entity that appears on the ~~Register of Charities established~~ 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

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(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 bBody means a nNot for pProfit eEntity that represents:

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

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

(c)   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 tTrade mMark 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 lLegal eEntity

A Person does not include a pPrivacy Service or pProxy sService.

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

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

Proxy sService means a service which registers the dDomain nName itself and licenses the use of the dDomain nName to its customer.

Public iInterest 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 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.

Registrable bBody means a registrable Australian body or fForeign eCompany under the *Corporations Act 2001 (Cth).*

Registrant means a Person who is issued a lLicence to use the DNS with a unique identifier (dDomain nName) 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 lLicence in the WHOIS dData.

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 nNamespace.

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

(1)   Registrant contact information;

(2)   technical and administrative contact information;

(3)   WHOIS dData;

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

Restoration fFee means the fee charged by the Registrar and Registry Operator to restore a cancelled lLicence.

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 nNot for pProfit 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 gGoods or services used by the public or a sector of the public.

State and Territory nNamespaces 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*

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Suspension means that the ~~l~~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 ~~l~~Licence and a new ~~l~~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 '~~d~~Domain ~~n~~Name'.

WHOIS ~~d~~***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   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 ~~l~~Licence

- the reasons for issuing a ~~l~~Licence

- the eligibility and allocation criteria for namespaces

- ~~d~~Domain ~~n~~Name availability, reserved name, and syntax requirements

- internationalised ~~d~~Domain ~~n~~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 ~~l~~Licence transfers and renewals

- the criteria for ~~l~~Licence ~~s~~Suspensions and cancellations, including the use of a '~~p~~Public ~~i~~Interest' ~~t~~Test by .au Domain Administration in deciding whether to suspend or cancel a ~~l~~Licence

2.2   APPLICATION

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

2.2.2   An application must include:

    (1)   the ~~l~~Legal ~~n~~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 ~~p~~Presence requirement and any applicable eligibility and allocation criteria;

(5)   the dDomain nName being applied for;

(6)   the lLicence pPeriod applied for;

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

(8)   the payment of the lLicence fFee.

2.2.3   A Person must not use a pProxy Service or pPrivacy sService to apply for a lLicence.

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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 rRegistry dData.

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 pProprietary cCompany or a cCompany lLimited bBy gGuarantee may apply for a lLicence on behalf of a rRelated Australian bBody cCorporate, where that rRelated Australian bBody cCorporate has an Australian pPresence.

2.2.9   A Person who is applying for a lLicence on behalf of a rRelated Australian bBody cCorporate 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 rRelated Australian bBody cCorporate rule only applies to lLicences in the .au, com.au and net.au namespaces.

2.2.11 The rRelated Australian bBody cCorporate exception does not apply to a Person that is a Registrar.

2.2.12 The rRelated Australian bBody cCorporate exception does not apply to the edu.au namespace and the edu.au cChild zZones.

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 lLicence;

(3) the dDomain nName complies with any allocation criteria for the nNamespace;

(4) the dDomain nName is available;

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

(6) the lLicence pPeriod has been specified; and

(7) the lLicence fFee has been paid.

2.3.2 A lLicence will be issued on a fFirst cCome, fFirst sServed basis. Where there are competing applications for a lLicence with the same dDomain nName in a nNamespace, 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 does not confers Noany pProprietary interest Rights Iin the a Ddomain Nname.

2.4 ELIGIBILITY AND ALLOCATION CRITERIA

2.4.1 A Person applying for a lLicence must:

(1) have an Australian pPresence; and

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

2.4.2 Where a Person is applying for a lLicence on behalf of a rRelated Australian bBody cCorporate, the rRelated Australian bBody cCorporate must satisfy the Australian pPresence requirement.

.au direct nNamespace

2.4.3 A Person applying for a lLicence in the .au direct nNamespace must have an Australian pPresence, and .au direct dDomain nNames will be allocated according to the Ppriority allocation process set out in the .au Direct Priority Rules.

com.au and *net.au* ~~n~~Namespace

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

    (1)   a ~~c~~Commercial ~~e~~Entity; and

    (2)   the domain name applied for must be:

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

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

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

        (d)   a ~~m~~Match to or an ~~a~~Acronym of a name of a ~~r~~Related <u>Australian</u> ~~b~~Body ~~c~~Corporate or

        (e)   a ~~m~~Match or an ~~a~~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 ~~m~~Match or ~~s~~Synonym of the name of:

            (i)   a ~~s~~Service that the Person provides;
            (ii)   ~~g~~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 ~~p~~Presence by relying on an Australian Trade Mark, the ~~d~~Domain ~~n~~Name must be an ~~e~~Exact ~~m~~Match to the words which are the subject matter of the Australian Trade Mark.

org.au ~~n~~Namespace

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

    (1)   a ~~n~~Not for ~~p~~Profit ~~e~~Entity; and

    (2)   the ~~d~~Domain ~~n~~Name applied for must be:

        (a)   a ~~m~~Match to or ~~s~~Synonym of the name of:

(i)   a sService 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 oOccupation that its members practise;

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

(b)   a mMatch of the Person's lLegal nName, business or statutory name or the name of the unincorporated aAssociation; or

(c)   a aAcronym of the Person's lLegal nName, bBusiness nName, or statutory name; or

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

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

asn.au nNamespace

2.4.7   A Person applying for a lLicence in the asn.au nNamespace must be:

(1)   a nNot for pProfit eEntity or unincorporated aAssociation; and

(2)   the dDomain nName being applied for must be:

(a)   a mMatch to or sSynonym of the name of:

(i)   a sService 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 oOccupation that its members practice;

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

b)   a mMatch of the Person's lLegal nName, business or statutory name or the name of the unincorporated aAssociation;

(c)   an aAcronym of the Person's lLegal nName, bBusiness nName, statutory name or the name of the unincorporated aAssociation; or

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

id.au nNamespace

2.4.8   A Person applying for a lLicence in the id.au nNamespace must be:

  (1)   a natural Person; and

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

     (a)   a mMatch to a Person's lLegal nName, first name or family name;

     (b)   an aAcronym or abbreviation of the Person's lLegal nName, first name or family name; or

     (c)   a nNickname of the Person.

State and Territory nNamespaces

2.4.9   A Person applying for a lLicence in a State or Territory nNamespaces must be:

  (1)   a nNot for pProfit eEntity; and

  (2)   a pPeak State or Territory bBody formed and operating within the limits of the State or Territory to which the nNamespace relates; or

  (3)   act on behalf of a cCommunity gGroup residing in a locality in the State or Territory to which the nNamespace relates.

  (4)   the dDomain nName applied for must be:

     (a)   a mMatch of the Person's lLegal nName, bBusiness nName or statutory name; or

     (b)   an aAcronym of the Person's lLegal nName, bBusiness nName or statutory name; or

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

     (d)   if a cCommunity gGroup, the gGeographical nName of the place in which the community resides.

2.4.10   A Person who is a nNot for pProfit eEntity can apply for and hold a licence on behalf of a cCommunity gGroup that is not a Peak State or Territory bBody.

edu.au nNamespace

2.4.11   A Person applying for a lLicence in the edu.au nNamespace or an edu.au cChild zZone must satisfy the eligibility and allocation rules in Schedule A of these auDA Rules.

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2.4.12 A reference to edu.au ~~n~~Namespace in these auDA Rules should be read as including the edu.au ~~c~~Child ~~z~~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 ~~n~~Namespaces.

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

2.5 DOMAIN NAME AVAILABILITY

2.5.1 A ~~d~~Domain ~~n~~Name will be available where:

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

(2) it is not a ~~r~~Reserved ~~n~~Name; and

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

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

2.5.3 A ~~d~~Domain ~~n~~Name is deceptively similar to a ~~n~~Namespace if it so nearly resembles that ~~n~~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 ~~n~~Namespace, where the name omits or repeats a letter contained in the name of a second level ~~n~~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 ~~d~~Domain ~~n~~Names are not available to be registered as a domain name:

(1) a word, ~~a~~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

2.6.2 names that may pose a risk to the security, stability and integrity of the .au and global Domain Name System. A Person may apply for the registration of a

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Domain Nname whose use is prohibited under Australian law, if:

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

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

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

2.6.3   The registration of a rReserved nName may result in the sSuspension or cancellation of a lLicence 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 nNamespace.

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 rReserved nNames which pose a risk to the integrity, stability and security of the .au DNS, once those names have been blocked at the Registry.

2.7   SYNTAX REQUIREMENTS

2.7.1   A dDomain nName 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 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 dDomain nName 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 lLicence;

    (2) maintaining complete and accurate rRegistry dData of all lLicences 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 lLicence terms and conditions;

    (5) to assist with and resolve cComplaints relating to a lLicence;

    (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 lLaw, including a cCourt oOrder.

2.9.2 A Person consents to the collection, use and disclosure of the lLicence information by .au Domain Administration for the purpose of enabling data analytics to be carried out

on the rRegistry dData to identify issues and solutions to inform policy development, rRegistry 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.

NOTE: For example, the administrative contact name for .au Domain Administration is 'CEO' and the email address is: auDA.domains@auda.org.au.

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 lLicence;

(3)   that the name, abbreviation or aAcronym used as a dDomain nName is not a rReserved nName;

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

(5)   that the Person is not providing a pProxy Service or pPrivacy sService;

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

(7)   the Person acknowledges that the lLicence 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 Llicence.

2.11.2 A lLicence is deemed to be cancelled by the .au Domain Administration, 30 calendar

days from the date the Person ceases to exist except if:

    a.   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

    a.b. 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 tTransfer a lLicence on or after the date the lLicence is deemed to be cancelled by .au Domain Administration.

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

2.11.32.11.5   A Person must continue to have an Australian pPresence throughout the lLicence pPeriod.

2.11.42.11.6   A lLicence will be cancelled by the Registrar or .au Domain Administration, where a Person no longer has an Australian pPresence.

NOTE: For example: A foreign natural person whose Australian Trade Mark registration has lapsed no longer has an Australian pPresence and the lLicence will be cancelled.

Namespace Eligibility

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

Accurate registry data

2.11.62.11.8   A Person must ensure that their information is complete, true and accurate throughout the lLicence pPeriod.

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

Sub-domains

2.11.82.11.10   A Person may create sSub-domains under its lLicence, subject to the Person ensuring that:

(1)   any party using the sSub-domain name meets the Australian pPresence, and any eligibility criteria applying to that lLicence;

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

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

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

Third Party Use

2.11.102.11.12   A Person must not rent, lease, sub-licence or permit the use of the lLicence by another Person, unless that Person is a rRelated Australian bBody cCorporate with an Australian pPresence.

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 lLicence auDA.com.au.

2.11.112.11.13   A Person must not grant or purport to grant a security interest in their lLicence or the associated dDomain nName.

Complaints and Disputes

2.11.122.11.14   Any Person holding a lLicence 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.

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

Prohibited uses

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

2.11.152.11.17   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 Aabuse.

2.11.162.11.18   The lLicence will be cancelled where:

> (1)   the Registrant is convicted of a criminal offence under an Australian lLaw; and
>
> (2)   the lLicence using that dDomain nName was instrumental in committing that offence.

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

> (1)   eEnforcement bBody; or
> (2)   Intelligence aAgency;

where .au Domain Administration considers it is in the pPublic iInterest to do so.

NOTE: Further details about the 'pPublic iInterest tTest' are specified in paragraph 2.17.

2.12   AUTHORISATION CODE

2.12.1 Section 2.12 specifies the process, procedures and obligations on a Registrant relating to dDomain nName lLicence 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 Llicence term Period by informing the Registrar.

Form of Authorisation Code

2.12.4 An authorisation 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:

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(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 lLicence tTransfer; 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 tTransferred their lLicence 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 wWriting;

(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 rRegistry dData;

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 dDomain nName, by using the registry authorisation code recovery tool.

2.13   LICENCE TRANSFERS

Transfers - Change of Registrant

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

(1)   the Registrant is eligible to hold the lLicence at the date of tTransfer;

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

(3)　　the ~~t~~Transfer request by the Registrant is in ~~w~~Writing to the Registrar;

(4)　　the ~~l~~Licence is not subject to any ~~c~~Complaint process under these auDA Rules, dispute resolution or court proceedings; and

(5)　　the ~~l~~Licence term has not expired.

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

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

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

(3)　　specify the new ~~l~~Licence ~~p~~Period; and

(4)　　pay the new ~~l~~Licence ~~f~~Fee.

2.13.3　The Registrar must:

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

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

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

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

2.13.5　On ~~t~~Transfer, the Registrant's ~~l~~Licence ~~a~~Agreement is terminated, and the Person to whom the ~~l~~Licence is being transferred must enter into a new Licence Agreement for the ~~l~~Licence.

2.13.6　Failure to ~~t~~Transfer the ~~l~~Licence in accordance with paragraphs 2.13.1 to 2.13.~~3~~4 will result in the cancellation of the ~~l~~Licence.

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

Transfers – Change of registrar of record

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

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

> (2) the tTransfer request is in wWriting from the Registrant;

> (3) the Registrant provides a valid authorisation code for the lLicence; and the lLicence is not subject to any cComplaints process under these auDA Rules, dispute resolution or court proceedings.

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

2.13.10 A Registrant is not permitted to transfer a lLicence in the edu.au namespace or edu.au cChild zZones from the edu.au Registrar to another Registrar.

Domain Synchronisation

2.13.11 If a Registrant has multiple lLicences with different expiry dates, then the Registrant may alter the expiry dates to one date by reducing the lLicence term.Period.

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

2.13.12 A Registrant is not entitled to a refund of the lLicence fFee if the term of the lLicence is reduced under paragraph 2.13.11.

2.14 LICENCE RENEWAL

2.14.1 A Registrant may apply to the Registrar to renew the lLicence 90 calendar days prior to expiry date provided that the Registrant:

> (1) continues to be a Person eligible for the lLicence and dDomain nName allocation;

> (2) agrees to the lLicence terms and conditions;

> (3) nominates the new lLicence pPeriod; and

> (4) pays the required lLicence fFee.

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

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

Expired Licences

2.14.4 A Registrant whose lLicence has expired may apply to the Registrar to renew the lLicence within 30 calendar days from the lLicence expiry date provided

that the Registrant:

(1)   continues to be a Person eligible for the lLicence and dDomain nName allocation; agrees to the lLicence terms and conditions;

(2)   nominates the new lLicence pPeriod; and

(3)   pays the required lLicence fFee.

2.14.5 If a lLicence is not renewed before the expiry of the 30 calendar day period, the dDomain nName will become available to the public on a fFirst cCome, fFirst sServed basis.

2.14.6 The term of the new lLicence will commence on the expiry date of the old lLicence.

NOTE: For example, if a lLicence was due to expire on 30 June 2018 and was renewed on 12 July 2018 for a five year term, the new expiry date will be 30 June 2023.

2.15   CANCELLING AND RESTORING A LICENCE

Cancelling a Licence

2.15.1 A Registrant may cancel its lLicence at any time during the lLicence pPeriod 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 lLicence fFee for the remainder of the lLicence pPeriod when the lLicence is cancelled outside the cCooling oOff pPeriod.

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

Cooling oOff pPeriod

2.15.4 A Registrant, after entering into a Licence Agreement, may cancel its lLicence within the cCooling oOff pPeriod by giving the Registrar written notice.

2.15.5 A Registrar may cancel a Person's lLicence during the cCooling oOff pPeriod if the following circumstances apply:

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

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

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

2.15.6 The Registry Operator will refund the wholesale component of the lLicence fFee to the Registrar.

Restoring a ~~l~~Licence

2.15.7 Where a Registrant cancels a ~~l~~Licence, then the Registrant may request that a Registrar restore a cancelled ~~l~~Licence within two calendar days from the date the ~~l~~Licence was cancelled by the Registry Operator.

2.15.8 A licence is deemed to be cancelled when it appears on the Deleted Domain List maintained by the Registry Operator.

2.15.9 The Registrant must pay the Registrar the required ~~r~~Restoration ~~f~~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 ~~l~~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 ~~r~~Registry ~~d~~Data;

   (2) review of ~~c~~Complaints or ~~c~~Complaint data; and

   (3) undertaking searches of the Registry ~~d~~Data on request of an ~~e~~Enforcement ~~b~~Body or an ~~i~~Intelligence ~~a~~Agency.

Licence Suspension and Cancellation

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

   (1) any of the warranties made by the Registrant at the time of applying for or renewing a ~~l~~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 ~~p~~Public ~~i~~Interest; or

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

Licence Suspension

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

  (1)   the information provided at the time of applying for or renewing a licence is incomplete;
  (1)(2)   where a rReserved nName has been registered;
  (2)(3)   where the Registrant information has not been updated within 14 calendar days of the Registrant becoming aware of the requirement for a change;
  (3)(4)   where a sSub-domain under the lLicence does not comply with these .auDA Rules;
  (4)(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 lLicence;
  (5)(6)   where it is in the pPublic iInterest; or
  (6)(7)   in order to comply with a cCourt oOrder or Australian lLaw.

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

2.16.6 A Registrant whose lLicence 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 lLicence will be cancelled.

2.16.8 Where a lLicence is suspended on the grounds of pPublic iInterest or to comply with a cCourt oOrder or an Australian lLaw:

  (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 dData or renew or tTransfer a lLicence that is suspended on pPublic iInterest grounds.

Licence Cancellation

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

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

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

(3)   the Licence is being used to facilitate conduct which is illegal, unlawful or fraudulent under Australian Law; the name registered is a Reserved Name and the Person is not entitled to use that name;

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

(5)   where it is in the Public Interest;

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

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

(8)   to comply with a Court Order.

2.16.11 A cancelled Licence cannot be transferred or updated.

2.16.12 .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   PUBLIC INTEREST TEST

2.17.1   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   Before undertaking any action specified in paragraph 2.17.1, 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 2.17.3.

2.17.3   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   An ~~e~~Enforcement ~~b~~Body or ~~i~~Intelligence ~~a~~Agency when making a request must provide the following information:

(1)   the grounds for why the suspension or cancellation of the ~~l~~Licence or the requested action is in the ~~p~~Public ~~i~~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 ~~l~~Law;

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

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

Registrar Notice

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

2.17.8   As a result of action specified in paragraph 2.17.1, the .au Domain Administration may advise the Registrar of the action and the reasons for suspending or cancelling a

Licence.

2.17.9   If an eEnforcement bBody or iIntelligence aAgency requests that a Registrar not be notified, then the .au Domain Administration may dispense with the notification specified in paragraph 2.17.8.

Suspension Period

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

2.18   ACCESSING REGISTRY DATA

2.18.1   Schedules B to D of these auDA Rules specify relevant forms for section 2.18.

By the Registrant

Correction of Registrant Information

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

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 lLicence was incorrectly registered by the Registrar to the wrong party;

(5)   the lLicence 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 lLicence being recorded in the Registry dData.

Updating of Registry Data

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

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

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

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

By other Persons

2.18.9 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 lLaw.

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

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

(2) as a result of court proceedings.

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

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

Disclosure and use of data – WHOIS Information

2.18.13 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.

2.18.13a) 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.

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Disclosure and use of data – prohibited uses

2.18.14 The following are prohibited:

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

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

2.18.15 .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 LIMITATION OF LIABILITIES AND INDEMNITY

2.19.1 To the fullest extent permitted by lLaw, .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 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 dDomain nName.

2.19.3 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 eComplaints process
- the application process for eComplaints
- 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 eComplaint

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 nNamespace by ensuring that eComplaints 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 eComplaints; and

(4)   reduces the likelihood of eComplaints 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 eComplaints.

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 eComplaint to the Registrar of Record;

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

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

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

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

Registrar Obligations

3.4.4   A Registrar has 30 calendar days to resolve the eComplaint unless the Registrar advises the Person that the eComplaint 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 eComplaint, 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 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 lLicence – five calendar days from the date the Registrar made the decision;

(2)   a decision to suspend a lLicence – 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 cComplaint.

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).

Form of Application

3.5.7   The application for review must:

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

(2)   attach the original cComplaint 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

3.5.8   .au Domain Administration will acknowledge receipt of an application for review of a Registrar's decision within three bBusiness dDays.

3.5.9   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 ~~l~~Licence. The ~~l~~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.

3.5.10 .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

3.5.11 .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.

3.5.12 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.

3.5.13 .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.

3.5.14 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 ~~l~~Licence has a 14 day cancellation period before it is purged from the Registry ~~d~~Data. .au Domain Administration places a hold on a cancelled ~~l~~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 ~~l~~Licence. The cancellation period will resume on day eight and the ~~l~~Licence will be purged six days after the hold is removed.

3.6   REVIEW OF .au DOMAIN ADMINISTRATION DECISION

3.6.1   A Person affected by a decision made by .au Domain Administration may apply for an internal review of that decision by .au Domain Administration.

3.6.2   A decision made by .au Domain Administration includes a review of a decision of the Registrar made under paragraph 3.5.

3.6.3   An application relating to a decision by .au Domain Administration to cancel a lLicence (other than a sSuspension or cancellation subject to the pPublic iInterest tTest under Section 2.17 of these .auDA Rules), must be lodged with the .au Domain Administration within 48 hours 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 review of an .au Domain Administration decision to suspend or cancel a lLicence 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 cComplaint 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 sSuspension or cancellation of a lLicence (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.

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 ~~b~~Business ~~d~~Day.

3.6.8   If the application meets the requirements specified in paragraph 3.6.7, 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 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 affected by a decision made by .au Domain Administration may apply 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 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 cComplaint 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 sSuspension or cancellation of a lLicence (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.

3.8.6   A Person must pay the external review fee within three bBusiness dDays 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:

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

(b) prevent the lLicence 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 calendar Business dDays of the receipt of payment of the external review fee.the application.

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:

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

(b) 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:

(a) affirm the decision

(b) set aside the decision and

    (i) make a decision in substitution or

    (ii) 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 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 lLaw in regard to a cComplaint 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 cComplaint under Part 3;

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

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

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 ~~l~~Licence; or

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

(3) transferred a ~~l~~Licence;

on or after the commencement date specified in paragraph 1.2.1.

4.3.2 A Person whose ~~l~~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 ~~l~~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).

SCHEDULE A

PART 1   INTRODUCTION

1.1   This Schedule specifies the eligibility and allocation criteria which a Person must satisfy when applying for a ~~l~~Licence in the edu.au namespace and edu.au ~~c~~Child ~~z~~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 is:

   (1) eligible for and that currently holds a ~~l~~Licence in the edu.au namespace or one of its Child Zones; and
   (2) not a related entity, as defined by the Corporations Act 2001 (Cth), to the Person applying for a ~~l~~Licence.

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 ~~l~~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.

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.

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

Name of the Person means the ~~l~~Legal ~~n~~Name, ~~b~~Business ~~n~~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 ~~n~~Not for ~~p~~Profit ~~e~~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)   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; 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 fForeign cCompany 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.

PART 2   ELIGIBILITY AND ALLOCATION CRITERIA

2.1   A Person applying for lLicences 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 dDomain nName applied for must be:

(1) an eExact mMatch to the Name of the Person;

(2) be substantially and closely connected to the Name of the Person;

(3) an aAcronym 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 dDomain nName applied for must not:

(1) be comprised of only Generic Education and Training Terms;

(2) be 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.

2.4   The dDomain nName 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 lLicence in the edu.au nNamespace (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 lLicence 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 lLicence 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 lLicence 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 lLicence 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 lLicence 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	ID number associated with the Registrant entity, if any (e.g. ACN for company)
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	ID number associated with the name used by the Registrant to establish eligibility (e.g. BN for registered business name, TM number for registered trademark)
Registrant Contact ID	Registry code used to identify the 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	Manager Licensing Framework Compliance			
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 Approved 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, subject to 21 days public consultation.	16 February 2021	Board Approved 16 February 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.	Pending	Pending