

**INTERIM CODE OF PRACTICE FOR
REGISTRARS AND RESELLERS IN THE .AU DOMAIN**

1. BACKGROUND

- 1.1 This document sets out auDA's Interim Code of Practice for the domain name industry in Australia.
- 1.2 auDA first published an Interim Code on 3 October 2001. In June 2002, auDA's Code of Practice Drafting Committee (comprising representatives from industry and consumer groups) released a draft Code for public comment. auDA has updated the Interim Code to include sections of the draft Code that it believes are the minimum essential elements for promoting best practice and ethical behaviour in the newly competitive domain name industry. By doing so, auDA is not pre-empting the Drafting Committee's consultation processes, or suggesting that those sections of the draft Code that have been included in the Interim Code are more important or appropriate than those that have not been included.
- 1.3 Until such time as the draft Code has been endorsed by the industry and approved by auDA, the Interim Code set out in this document will apply to all auDA Accredited Registrars and their resellers, and all other parties who subscribe to the Code's provisions.
- 1.4 The Interim Code should be read in conjunction with auDA's Registrar Agreement, which is available on auDA's website at <http://www.auda.org.au>

2. TERMINOLOGY

- 2.1 The Interim Code uses the following terms:
 - a) "domain name supplier" means a registrar, reseller or agent of a registrant;
 - b) "renewal notice" means written notification addressed to a registrant that their domain name licence is due to expire and must be renewed;
 - c) "service offering" means an offer of service by a domain name supplier to a registrant that includes registration or renewal of a domain name licence.

3. PREAMBLE

- 3.1 Domain name suppliers in the .au domain seek to:

- a) operate in good faith and according to established standards, practices and rules;
- b) promote confidence of users and other important communities;
- c) maintain fair and open competition; and
- d) advance the reputation and standing of the industry.

4. MARKET CONDUCT - DOMAIN NAME REGISTRATIONS

- 4.1 Domain name suppliers must not register domain names on their own behalf for the purpose of preventing any legitimate domain name registration.
- 4.2 Domain name suppliers must only register or renew a domain name at the request of a domain name registrant.
- 4.3 Domain name suppliers must not register or renew domain names in advance of a request from a registrant for the purpose of restricting a competitor from registering the domain name on behalf of a registrant, or for the purpose of later offering the domain name to the registrant.
- 4.4 Domain name suppliers may only sell domain name licences for a period of 2 years. Domain name suppliers that provide domain name services for longer than 2 years must clearly identify that as part of the service, the domain name licence must be renewed every 2 years.

5. CUSTOMER CONTACT

- 5.1 A registrar must not send a renewal notice for a specific domain name licence to a registrant, or any other communication that might reasonably be construed by the registrant to be a renewal notice, unless the registrar is the registrar of record for that domain name licence in the registry database.
- 5.2 A reseller must not send a renewal notice for a specific domain name licence to a registrant, or any other communication that might reasonably be construed by the registrant to be a renewal notice, unless the reseller has been previously appointed by the registrant to be their agent.
- 5.3 A reseller must advise the registrant if there will be a transfer to a new domain name licence with a different registrar of record, associated with accepting a renewal offer (this may occur when either a reseller becomes a registrar, or when a reseller chooses to use a different registrar).
- 5.4 Domain name suppliers must not send a renewal notice for a specific domain name licence any earlier than 90 days prior to the expiry date. Domain name suppliers should make reasonable commercial endeavours to advise the registrant of the need to renew their domain name licence at least 30 days prior to the expiry date.
- 5.5 Domain name suppliers may make a service offering to a registrant (other than as described in paragraphs 5.1 and 5.2), provided that:
 - a) it is clearly identified as a solicitation for business;

- b) there is no mention of a specific domain name or related information such as an expiry date;
- c) it includes a statement that the registrant is under no obligation to respond, and may choose to renew their domain name licence through their current domain name supplier;
- d) it is clearly explained that acceptance of the offer may require the registrant to either transfer to another reseller of the current registrar of record, or transfer to a new domain name licence with a different registrar of record;
- e) the offer is not sent as an email message, unless the domain name supplier has an existing relationship with the registrant, or the registrant has requested to opt-in to receive marketing information from the domain name supplier. Any such email must include a simple and effective opt-out mechanism;
- f) the contact information for the registrant was not obtained from the WHOIS service operated by the registry, or from auDA's centralised WHOIS service.

6. CONSUMER INFORMATION

- 6.1 Domain name suppliers must fully disclose to the registrant the following minimum level of information:
- a) identification of the domain name supplier, including:
 - (i) the legal name of the business and the name under which the business trades (including Australian Business Number);
 - (ii) address of registered office or principal place of business; and
 - (iii) email address or other electronic means of contact, or telephone number;
 - b) identity of the registrar of record if the domain name supplier is not a registrar, including:
 - (i) the trading name shown on auDA's list of Accredited Registrars;
 - (ii) contact information for the registrar including telephone number in office hours, facsimile number, website URL and email address; and
 - (iii) address of registered office or principal place of business;
 - c) terms and conditions of the domain name licence; and
 - d) the domain name supplier's service level agreement, including processing time for domain name registrations, customer support information and URL link to this Interim Code of Practice.

7. COMPLAINTS HANDLING

- 7.1 Domain name suppliers' complaints handling policies and processes must:
- a) be publicised to customers and staff;
 - b) include information to customers about their right to complain; and
 - c) specify how the domain name supplier can be contacted in order to make a complaint.
- 7.2 Domain name suppliers should provide easily understood information about their complaints handling policies and processes in as many mediums and formats as reasonably practicable. At a minimum, complaints handling policies must be in writing and made available upon request.
- 7.3 Domain name suppliers must deal with complaints within a reasonable timeframe, and must advise complainants of the outcome of the investigations of their complaint.
- 7.4 Domain name suppliers must not impose complaints handling charges on complainants, except where the investigative/handling process is sufficiently onerous to justify the levying of a complaints handling charge.
- 7.5 Where appropriate, a domain name supplier's complaints handling process must include an escalation process. Unresolved complaints should be dealt with according to any such escalation process.
- 7.6 Domain name suppliers must advise complainants of their avenues of recourse, including internal and external options, in all instances where the complainant indicates to the domain name supplier that they remain dissatisfied with the outcome of their complaint.