

.au DOMAIN NAME SUPPLIERS' CODE OF PRACTICE

1. BACKGROUND

- 1.1 This document sets out the auDA-endorsed Code of Practice for registrars and resellers in the .au domain. The Code is at Schedule A of this document. It replaces the previous Interim Code of Practice for Registrars and Resellers in the .au Domain (Policy No 2002-13).
- 1.2 The Code was developed by a Drafting Committee of industry and consumer representatives, appointed by auDA in February 2002 following an open call for nominations. The Committee released a draft version of the Code on 7 June 2002. The Committee presented the final version of the Code to the auDA Board on 21 August 2002. The auDA Board formally endorsed the Code on 10 September 2002.

2. COMPLIANCE WITH CODE OF PRACTICE

- 2.1 Compliance with the Code of Practice is mandatory for all auDA accredited registrars and their appointed resellers. A list of registrars and resellers is available on the auDA website at <http://www.auda.org.au/registrars>
- 2.2 auDA is responsible for enforcing the Code. Complaints about alleged breaches of the Code will be handled in accordance with auDA's Complaints Policy (Policy No 2002-21).

3. REVIEW OF CODE OF PRACTICE

- 3.1 The Code will be reviewed by the Drafting Committee after 3, 6 and 12 months of operation (in December 2002, April 2003 and September 2003). Membership of the Committee will be open to all interested people. The review process will include public consultation.
- 3.2 Any suggested amendments to the Code as a result of the reviews, will be submitted to the auDA Board for approval.

SCHEDULE A

.au DOMAIN NAME SUPPLIERS' CODE OF PRACTICE v1.2002

Background

As an integral part of the .au Domain Administration's consultative policy development initiatives and commitment to industry self-regulation, the Code of Practice Drafting Committee¹, the membership of which was drawn from a wide variety of stakeholders, has prepared this Code of Practice. The Code of Practice is a compulsory set of principles and approaches to market conduct for auDA accredited registrars and their appointed resellers and is to be read in conjunction with the auDA's Registrar Agreement² and all applicable policies published by auDA³.

auDA is the Government-endorsed domain name industry self-regulatory body. auDA's powers of enforcement are established by legal agreements between participants in the .au domain name registration industry. More detailed information about the Federal Government's approach to industry self-regulation can be found at:

http://www.noie.gov.au/projects/information_economy/domains_au/Tlabem.pdf.

The Code of Practice Committee drew on a number of codes of practice across other industries, most notably the registered codes of the Australian Communications Industry Forum (ACIF) and the Australian Direct Marketing Association's *Direct Marketing Code of Practice*, November 2001.

Please note that this Code uses the convention of capitalising words to denote that the Code contains a definition in Section 16 of this document.

¹ <http://www.auda.org.au/policy/code-committee-2002/>

² <http://www.auda.org.au/registrars>

³ <http://www.auda.org.au/policy/policy-index.html>

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1. Preamble

- 1.1 The Registrar Agreement⁴ and the Code of Practice are two key elements in the industry self-regulatory model for which auDA is responsible.
- 1.2 The Code of Practice sets out rules for the conduct of Domain Name Suppliers in the .au domain name registration industry. It forms part of the Registrar Agreement (between auDA and a Registrar) to which all auDA accredited Registrars must adhere. The Code of Practice also binds authorised resellers of accredited Registrars through their reseller agreement with a Registrar.
- 1.3 The Code is intended to act as an incentive for industry participants to conduct their business in accordance with the Code and as a non-negotiable commitment to the auDA Registrar Agreement.
- 1.4 The Code establishes an industry-wide comprehensive process for dealing with complaints by customers and other industry participants. The Code has been designed to meet customers' expectations of international best practice for complaint handling, based on the Australian Standard AS ® 4269.
- 1.5 The Code provides practical guidelines for the step by step handling of a customer complaint plus a comprehensive set of rules for handling complaints within an organisation.
- 1.6 Industry suppliers are expected to develop and enforce a comprehensive complaint handling process within their respective organisations, as well as:
 - a) recognise, promote and protect customers' rights, including the right to actively provide feedback;
 - b) provide an efficient, fair and accessible mechanism for handling customer complaints;
 - c) provide information to customers on the complaint handling process for the services and products of the organisation; and monitor complaints in an endeavour to improve the quality of products and services.
- 1.7 The Code of Practice will be reviewed at the end of 3, 6 and 12 months after its commencement to consider whether it:
 - a) fulfils its purpose; and
 - b) remains relevant and appropriate to the conduct of Domain Name Supplier as time goes by, and may be amended according to the recommendations of the committee conducting each review (which will include public consultation).

2. Objectives of Code

- 2.1 The Code of Practice is intended to promote the interests of the .au domain name registration industry and registrants by:

⁴ <http://www.ada.org.au/registrars>

- a) supporting fair and open competition;
- b) establishing minimum standards for dealings between industry participants, and particularly with registrants;
- c) ensuring that registrants receive accurate, complete and timely information concerning .au domain name registrations, renewals and solicitations;
- d) ensuring accuracy of domain name advertising and promotional material;
- e) establishing minimum standards in relation to complaint handling by Domain Name Suppliers; and
- f) establishing procedures for dealing with breaches of the Code of Practice.

3. Implementation and Compliance

- 3.1 The Code of Practice will apply to all auDA Accredited Registrars, their appointed resellers, and all other parties that are signatories to the Code.
- 3.2 A Domain Name Supplier may use an auDA Compliance Mark to indicate their signatory/compliance status in relation to the Code that the supplier has signed.
- 3.3 Code signatories must provide to auDA, upon request, information about their compliance systems associated with this code.

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 other domain name registration.
- 4.2 Subject to clause 4.4, Domain Name Suppliers must only:
 - a) register a domain name at the request of a registrant; and
 - b) renew a domain name:
 - (i) at the request of, or with the approval of, a registrant; and
 - (ii) after obtaining confirmation from the registrant that they continue to satisfy the Domain Name Eligibility and Allocation Policy Rules for Open Second Level Domains⁵ in respect of the domain name.
- 4.3 Domain Name Suppliers must not register or renew domain names (in advance of a request from an eligible registrant) that are for the purpose of restricting a competitor from registering the domain name on behalf of the registrant, or for the purpose of later offering this domain name to potential licensees.

⁵ <http://www.auda.org.au/policy>

Examples of unacceptable conduct:

(1) Anticipating a consumer's preference for a domain name (via examining consumer activity on a website, or by reference to other databases such as company name databases), registering that domain name using the consumer's details, and then offering the domain name to the consumer for a fee or in conjunction with a bundled offering. This practice restricts the consumer's choice of Domain Name Supplier, and may lock the consumer into service conditions (such as the need to host a website with the Domain Name Supplier). This example is sometimes called front-running.

(2) Pre-registering domain names that may be in demand in the future (reference clause 14.2.3 and clause 6.2.4 of Schedule B of the Registrar Agreement). This could be done to either artificially reduce the supply of a domain name perceived as good (eg. by registering all domain names with 3 letters, along with registering the appropriate business names to match), or with the intent to speculate on the value of the domain name for later sale. This example is sometimes called warehousing.

- 4.4 A Domain Name Supplier may register domain names on its own behalf for its own use, subject to the minimum registrant terms and conditions.
- 4.5 Domain Name Suppliers must only renew an expired domain name at the request of a registrant (see also 4.3 above). The Registry will automatically delete domain names that have not been renewed, 14 days after the expiry date.
- 4.6 Domain Name Suppliers must only sell .au domain name licences for periods of 2 years. Where domain name services are provided for periods longer than 2 years, the Domain Name Supplier must clearly inform customers that the domain name licence must be renewed every 2 years.

5. Customer Contact

- 5.1 A registrar and a reseller of that registrar may agree (through a registrar-reseller agreement) on procedures for contacting a registrant that has chosen the reseller as the registrant's agent. The Registrar of Record for a domain name licence may maintain records of a registrant's current choice of agent.
- 5.2 A registrar must not send a renewal notice to a registrant, or any other communication that might reasonably be construed by a registrant to be a renewal notice, for a specific domain name licence unless the registrar is the registrar-of-record for that domain name licence in the registry database.
- 5.3 A reseller, or other Domain Name Supplier, must not send a renewal notice, or any other communication that might reasonably be construed by a registrant to be a renewal notice, for a specific domain name licence, unless the reseller, or other Domain Name Supplier, has been appointed previously by the registrant to be their agent.
- 5.4 A reseller, or other Domain Name Supplier, 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).

- 5.5 A Domain Name Supplier for a specific domain name licence, must not send a renewal notice any earlier than 90 days prior to the expiry date, and should make reasonable commercial efforts to advise the registrant of the need to renew at least 30 days prior to expiry.
- 5.6 A Domain Name Supplier (including a registrar and a reseller) may make an offer to a registrant for domain name services (other than as described in clauses 5.1-5.5 above), provided:
- 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 expiry dates;
 - c) it includes a statement that the registrant is under no obligation to respond, and may choose to renew their domain name licence through the registrar-of-record in the registry database, or their existing agent (who may be a reseller of the registrar-of-record);
 - d) it is clearly explained that acceptance of the offer may require the registrant to either transfer between agents (resellers) within the databases of the registrar-of-record, or transfer to a new domain name licence with a different registrar-of-record;
 - e) the offer is not sent as email, unless the Domain Name Supplier has an existing relationship with the registrant, or the registrant has requested to opt-in for 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 is not obtained from the Registry or auDA's centralised WHOIS service (see clause 13 of the Registrar Agreement);
 - g) it cannot reasonably be construed as a renewal notice.

Examples of unacceptable conduct:

(1) Sending an invoice (or anything that appears to be an invoice) to a registrant for domain name renewal, where the domain is presently registered through another registrar or reseller.

(2) Sending a renewal advice for a specific domain with an expiry date (eg. "xyz.com.au expires on 1/6/2002 - renew it now at our website"), where the domain is presently registered through another registrar or reseller.

(3) Sending a notice addressed to "accounts payable", requesting payment for the renewal of a specific domain name with an expiry date, where the domain is presently registered through another registrar or reseller.

- 5.7 If a complaint is made about the accuracy of WHOIS data, then the registrar-of-record must make reasonable commercial efforts to contact the registrant to arrange for the information to be corrected. The registrar-of-record may delegate this responsibility to a reseller via the terms of a registrar-reseller agreement.

6. Service Offerings

- 6.1 If a Domain Name Supplier provides bundled services to its customers (which include the provision of services relating to Domain Names), then the Domain Name Supplier must specify the unbundled price of each Domain Name Licence.

Examples:

(1) A registrar that sells ".com.au" for \$150, and ".net.au" for \$150, may make an offer as: ".com.au and net.au for \$150 each, or register both a com.au and net.au name for a special price of \$250".

(2) A registrar that sells ".com.au" for \$150 for 2 years, and web hosting for \$500 for 2 years, may express an offer as follows: "com.au registration for \$150, web hosting for \$500 for two years. If you register a com.au domain name for \$150, you will get a 10% discount off our standard prices for web hosting associated with that domain name (i.e. total package price of \$600)."

- 6.2 Where a Domain Name Supplier presents domain name services in Advertising Materials as being provided as part of a bundled offering, the Domain Name Supplier must make it clear which domain name services depicted in the Advertising Material are supplied under the bundled offer.

Guideline:

(1) If a website is illustrated together with both a com.au and id.au domain name, and the com.au domain name is not part of the bundled offering, the advertisement could state "com.au domain name services not included in the offer".

- 6.3 Where a Domain Name Supplier represents that domain name services in Advertising Materials are provided under a bundled offering, the Domain Name Supplier must be in a position to supply those domain name services unless a disclaimer to the contrary effect is included.

Guideline:

(1) If a Domain Name Supplier offers registration in second level ".au" domains as part of a domain name offer, the supplier must either supply services in all second level domains, or include a disclaimer to the contrary (such as offer does not include registration in csiro.au).

- 6.4 Where Advertising Materials indicate the price of a component domain name service of a bundled offering, a supplier must include in the Advertising Materials a statement of the minimum total charge of the bundled offering and indicate any conditions that may apply to obtain the component domain name service at the stated price.

Guidelines:

(1) A Domain Name Supplier may offer domain name services at \$10 per month, but for a minimum licence period of 2 years - thus a minimum total price of \$240 over the 2-year licence period.

(2) A Domain Name Supplier may offer a 10-year domain name service for \$750, which requires the Domain Name Supplier to renew the licence every 2 years. The Domain Name Supplier must state that the domain name licence will be subject to the registrant confirming that they continue to be eligible for the licence every 2 years.

7. Advertising Principles

- 7.1 Domain Name Suppliers must comply with all legislation and published standards applicable to advertising of any domain name product or service.
- 7.2 Domain Name Suppliers must provide customers with information about .au domain name services that is:
- a) clear;
 - b) accurate;
 - c) complete; and
 - d) not confusing, misleading or deceptive.
- 7.3 Domain Name Suppliers must give customers information, which avoids unnecessary complexity, is in simple and straightforward language; and is readily understandable by the target audience.

8. Advertising Guidelines

8.1 Disclaimers

- a) A Domain Name Supplier must clearly state any Disclaimers to an offer next to the offer, or linked to the offer by an asterisked footnote in proximity to the offer, or for television and radio Advertising Material, as part of the advertisement.

Guideline:

*For example, "\$100 per year domain name registration fee (minimum contract period 2 years)" or "\$200 per year domain name registration fee with free website** * "Up to 3 webpages containing up to 20 Mbytes of content".*

- b) A Domain Name Supplier must ensure that Disclaimers used in Advertising Materials are clearly indicated, and readily understandable having regard to the nature of the advertisement including the size of the text in the Body Copy, the medium used to convey it and its likely audience.

Guideline:

(1) For printed Advertising Materials, a Domain Name Supplier should ensure that the font size of a Disclaimer is at least 10 point, where the Advertising Material is A4 size or greater, or 8 point, where the Advertising Material is less than A4 size but larger than an 8cm x 6cm advertisement 6 point where the Advertising Material is of a size equal to 8cm x 6cm or smaller, by reference to the font size of Times New Roman or equivalent.

(2) For billboards, a Domain Name Supplier must ensure that any Disclaimer used is sufficiently clear and prominent to be clearly read by the intended audience.

(3) For radio and television, a Domain Name Supplier must ensure that any verbal Disclaimer used is stated at a speed and volume which is clearly discernable by the average listener.

- c) A Domain Name Supplier must ensure that a Disclaimer used in printed Advertising Materials appears in text which contrasts sufficiently in colour with its background to be clearly read, and is positioned as a statement horizontal to the principal text to which the Disclaimer relates.
- d) A Domain Name Supplier must not use a Disclaimer to negate the principal messages of the Advertising Materials.

8.2 If certain offers for domain name services are promoted in Advertising Material but are only available to a sub-group of people who see or hear the Advertising Materials, a Domain Name Supplier must make clear the eligibility requirements.

Guideline:

(1) "Available only to those customers with 10 domains or more" or "Available only to the first 50 customers that respond to this advertisement" or "Available only to customers that respond within 72 hours to this offer".

8.3 A Domain Name Supplier must state in Advertising Material any applicable time limits on availability of an offer promoted in the Advertising Materials.

Guideline:

(1) "Available until 30 June"

8.4 A Domain Name Supplier must not make a savings claim in any Advertising Materials unless it is true and each reasonable inference from the Advertising Materials as to savings can be substantiated.

8.5 A Domain Name Supplier must make clear in Advertising Materials the basis for any savings claim made.

Guideline:

(1) When making a claim such as "saves up to 50%" it must be apparent what the basis is for the savings claim, for example "save up to 50% off company A's recommended retail price", "save up to 50% off our normal price", "save up to 50% off our previous rates", "save up to 50% this weekend on our normal domain name registration fee".

8.6 If it is possible some customers with particular usage patterns would not save, a Domain Name Supplier must qualify a savings claim.

- 8.7 A Domain Name Supplier must only use general savings claims, eg. "save money", "you will save" or "our rates are cheaper", if all customers would save under the offer. Otherwise a Domain Name Supplier could use savings claims, such as the examples below:

Guideline:

(1) "you could save", "we are cheaper for many customers", "you may save", "many customers will save".

- 8.8 If access to a domain name service is promoted in any advertising as provided for free or below market price, but additional charges apply to use the domain name service, a Domain Name Supplier must disclose the additional charges.

Guideline:

(1) "free net.au domain name registration (charges apply for delegation)"

- 8.9 A Domain Name Supplier must not advertise domain name services as "free" that may accompany a domain name registration unless the principal terms and conditions of the free offer as they relate to fees and charges are disclosed in the Advertising Material, and the prices for domain name services accompanying the offer are not inflated to cover some or all of the cost of the free offers.

Example of unacceptable conduct:

(1) "Free net.au domain name, when you purchase a com.au domain name for \$1000", if a Domain Name Supplier normally charges \$150 for a com.au domain name, without the free offer.

9. Comparative Advertisements

- 9.1 A comparative advertisement means an advertisement which makes comparisons directly or by implication between Domain Name Suppliers, or particular domain name services and related products ("preferred services") and other domain name services and related products ("compared services") for the purposes of encouraging the customer to select a particular Domain Name Supplier or the preferred services.

Guideline:

(1) For the sake of clarity, any comparison between Preferred services and Compared services includes a comparison between the prices, terms and conditions of the services.

- 9.2 If a comparative advertisement is comparing particular domain name services, a Domain Name Supplier must make it clear what the preferred services are being compared with.

Guideline:

(1) When comparing customer service response times, the Advertising Materials should indicate the time of day and day of the week on which the comparison is based.

- 9.3 A Domain Name Supplier must ensure that Preferred Products are broadly comparable with Compared Products, having regard to any claims made in the Comparative Advertisement.

Guideline:

When considering whether Preferred Products are broadly comparable with Compared Products, a Supplier should have regard to any claims made in the comparative advertisement and to:

- a) the respective purpose or purposes for which the Preferred services and the Compared Services are ordinarily to be used;*
 - b) the respective pertinent features of the Preferred services and the Compared Services; and*
 - c) whether, in relation to the Compared Product, other goods or services offered by the Domain Name Supplier would afford a more appropriate comparison.*
- 9.4 If the Preferred services are not broadly comparable with the Compared Products, then a Domain Name Supplier must ensure that the comparison is not misleading.
- 9.5 A Domain Name Supplier must ensure that any Disclaimer used in a Comparative advertisement is:
- a) clearly indicated; and
 - b) readily understandable, having regard to the nature of the advertisement, the medium used to convey it and its likely audience.
- 9.6 A Domain Name Supplier must use current information in a comparative advertisement.

10. Customer Information

- 10.1 Domain Name Suppliers must fully disclose to a 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 the Australian Business Number);
 - (ii) address of registered office or principal place of business;
 - (iii) email address or other electronic means of contact, or telephone number
 - b) Identity of the accredited Registrar being used by the Domain Name Supplier if the Domain Name Supplier is NOT an accredited registrar including:
 - (i) the trading name shown in the auDA list of Registrars;
 - (ii) contact information for the registrar including telephone number in office hours, facsimile number, website address and email address;

- (iii) address of registered office of principal place of business;
 - c) terms and conditions of the domain name licence; and
 - d) processing time for domain name registrations, customer support contact information and web address link to this code of practice.
- 10.2 Domain Name Suppliers must inform registrants about material changes to Domain Name Policy that directly affect their domain name licence.

11. Conduct of Employees, Agents, Contractors and Resellers

- 11.1 Each Domain Name Supplier must use reasonable efforts to achieve compliance by its employees, agents, contractors, and resellers with the provisions of the Code.
- 11.2 Each Domain Name Supplier must undertake reasonable measures to develop a culture of compliance with this Code in their employees, agents, contractors, and resellers.
- 11.3 If a Domain Name Supplier becomes aware of any activities which are in contravention of this Code by its employees in the course of their employment or by its agents, contractors, or resellers in the course of performing their functions as agents, contractors or resellers, the Domain Name Supplier must take such action which may be reasonably available to it to prevent or discourage continuation of the breach of this code.

12. Consumer Protection

- 12.1 Domain Name Suppliers must:
- a) comply with the National Privacy Principles of the *Privacy Act (Cth) 1988* in all dealings with registrants (www.privacy.gov.au) and observe the provisions of this Code of Practice in relation to registrant transfers and complaints;
 - b) publish and observe a written complaints handling process which is available to all registrants at no charge;
 - c) provide a web address to auDA for Consumer information, including Consumer Guide and FAQ;
 - d) comply with their obligations to consumers pursuant to the *Trade Practices Act (Cth) 1974*, and the *Disability Discrimination Act (Cth) 1992*;
 - e) comply with any other relevant consumer related laws and codes of the Commonwealth, States and Territories of Australia; and
 - f) gain consent of registrants to change terms and conditions of an existing licence.

13. Code Enforcement

- 13.1 The Code is intended to act as an incentive for industry participants to conduct their business in accordance with the Code and as a non-negotiable commitment to the Registrar Agreement.

- 13.2 Any person including a consumer, reseller, registrar or the registry, may bring a complaint under this Code of Practice.
- 13.3 Alleged breaches of this Code of Practice by a Domain Name Supplier, will be dealt with, by auDA under their published Complaints Policy⁶.
- 13.4 Notwithstanding the process outlined above, a Complainant is entitled to seek redress under relevant legislation (eg. action under the Trade Practices Act for false and misleading conduct).

14. Complaints Handling Principles

14.1 Domain Name Suppliers must:

a) provide an:

(i) efficient;

(ii) fair (both to the subject of the complaint, and the Complainant whether an organisation or individual); and

(iii) accessible;

mechanism for handling customer and other complaints;

b) demonstrate a commitment to the right of customers to complain; and

c) regard complaints as an opportunity to improve products and services.

14.2 Domain Name Suppliers must provide adequate resources for complaint handling with sufficient delegated levels of authority.

14.3 Domain Name Suppliers' complaint handling processes must have the capacity to determine and implement remedies to achieve resolution.

14.4 Complaints must be dealt with in 30 days where possible, and Complainants treated with courtesy.

15. Complaints Handling Rules

15.1 General

a) These rules refer to the processing of verbal and written Complaints.

b) Domain Name Suppliers must implement processes and procedures based on the Complaint Handling Principles and Code rules provided in this Code below.

⁶ <http://www.auda.org.au/docs/auda-2002-21.txt>

15.2 Visibility and Accessibility

- a) Domain Name Suppliers' Complaint handling processes must:
 - (i) be publicised to Customers and staff;
 - (ii) include information to Customers about their right to complain; and
 - (iii) specify how the Domain Name Supplier can be contacted in order to make a Complaint.
- 15.3 It is recommended that Domain Name Suppliers provide easily understood information about their complaint process in as many mediums and formats as reasonably practicable. Examples may include, but not be limited to, telephone directory listings, information printed on accounts, service guarantee or product/service brochures, Advertising Material, customer service guides, Internet pages.
- 15.4 Domain Name Suppliers' Complaint handling policies must be in writing and be made available upon request.
- 15.5 Domain Name Suppliers must provide sufficient information so that Customers can readily identify the area point of contact, which handles Customer Complaints.
- 15.6 It is recommended that Domain Name Suppliers take any necessary steps to ensure that Customers can easily identify the area where a Complaint may be lodged. The more specific reference to "customer service" or "complaints" is recommended in preference to "general inquiries".
- 15.7 Domain Name Suppliers must ensure their complaint handling process is reasonably accessible to all Customers, including people with disabilities and from non-English speaking backgrounds.
- 15.8 Domain Name Suppliers are encouraged to make adequate provisions to ensure that people with disabilities or from non-English speaking backgrounds are able to access their Complaint handling process. This may include, but not be limited to, the provision of an enquiry line, including direct TTY access via a local call or toll free number, and the provision of language and sign language interpreters. Domain Name Suppliers should also ensure Customers can be easily represented by their Authorised Representative and/or Advocate in order to make a Complaint, providing a means of authorisation can be easily established and verified.
- 15.9 Domain Name Suppliers must provide information on how, when and where to make a Complaint. This may include information about the Complaint lodging process, hours of operation and offices or locations at which Complaints can be lodged. This information must be simple, in plain English, and reasonably accessible to all Customers. It is recommended that appropriate services be included to meet the needs of people with disabilities and from non-English speaking backgrounds.
- 15.10 Domain Name Suppliers must ensure that Customers have access to free or low cost and flexible methods for lodging Complaints.

Example:

(1) To ensure that Customers are not discouraged from making a Complaint, Domain Name Suppliers should consider the provision of a toll free or local access number. Other alternatives for low cost access include e-mail, free-call/local call fax, street address, mailing address or Internet web page form.

- 15.11 Where requested, Domain Name Suppliers must provide Customers with reasonable assistance in formulating and lodging Complaints.

Example:

(1) In cases where Customers specifically request assistance in lodging Complaints, Domain Name Suppliers are encouraged to provide reasonable assistance to the Customer. There may be a number of reasons for the request, e.g. language problems or physical disability. This may also take the form of providing information on what the Domain Name Supplier requires the Customer to provide to progress the Complaint, but does not extend to providing resources to compile compensation claims on behalf of the Customer.

15.12 Responsiveness

- a) A Domain Name Supplier must acknowledge written Complaints within 5 working days of receipt of the Complaint. A Domain Name Supplier can elect to do this either verbally or in writing, unless the Complainant specifies one or the other method.
- b) Verbal Complaints will be taken as acknowledged at the time the Complaint is made.
- c) Wherever possible, a Domain Name Supplier must advise Customers when they make a Complaint, or within 5 working days, of the complexity of the investigation and a timeframe for the possible final determination of the Complaint. The timeframe for finalisation should not exceed 30 calendar days unless Clause 13.3 or 13.4 applies.
- d) In certain cases it will not be possible for a Complaint to be handled within the 30-day timeframe due to the complexity or circumstances of the Complaint. A Domain Name Supplier must provide regular updates to the Customer in these circumstances and the Complainant must be kept informed as to the Complaint's progress and likely timeframe for finalisation.
- e) The complexity or circumstances of a Complaint may include where the Domain Name Supplier is relying on another Domain Name Supplier for the provision of information to enable further investigation of the Complaint, or for another Domain Name Supplier to provide information on the resolution or determination of the Complaint.
- f) Domain Name Suppliers must provide Customers with sufficient information to ensure they can effectively inquire on the progress of the Complaint and be advised if this information changes.
- g) Sufficient information may take the form of advising the Customer to quote their name, telephone number, complaint reference number or other identifier in order to

facilitate a timely and accurate response to the Customer on subsequent enquiries by them.

- h) Domain Name Suppliers must advise Customers of the outcome of the investigation of their Complaint. This can be in a written format, if requested by the Customer.
- i) Domain Name Suppliers must not impose Complaint handling charges on Complainants, except where the investigative/handling process is sufficiently onerous to justify the levying of a Complaint handling charge.

Example of onerous circumstances:

Where a Customer instigates a complaint process that requires the retrieval of archival records more than two years old.

- j) Where the outcome of a Complaint is upheld in favour of the Customer, a Domain Name Supplier must refund any complaint handling fees paid by the Customer for that Complaint.
- k) Where a Domain Name Supplier considers that the investigative/ handling process is sufficiently onerous to justify the levying of a Complaint handling charge, a Domain Name Supplier must not impose the charge without reference to, and discussion with, the Customer. In cases where a charge is to be imposed, the Domain Name Supplier must inform the Customer of such charges in writing.
- l) Where the Domain Name Supplier deems the Complaint frivolous or vexatious, the Domain Name Supplier must:
 - (i) where appropriate, use internal processes to escalate the Complaint;
 - (ii) inform the Customer of the reasons for the decision not to investigate; and
 - (iii) inform the Customer of the availability of external options for complaint handling, eg. auDA.

15.13 Escalation and Further Recourse

- a) Where appropriate, a Domain Name Supplier's complaint handling process must include an escalation process.
- b) Unresolved Complaints should be dealt with according to any escalation processes, which the Domain Name Supplier may have.
- c) Domain Name Suppliers must advise Customers of their avenues of recourse, including their internal options and/or external options, in all instances where the Customer indicates to the Domain Name Supplier that they remain dissatisfied with the outcome of a Complaint.

15.14 Recording Customer Complaints

- a) A Domain Name Supplier's procedures must provide for appropriate and systematic record keeping of Complaints and their outcomes.

15.15 Disputed Amounts

- a) A Domain Name Supplier must not demand payment of justifiably disputed amounts whilst the Complaint is being investigated.

15.16 Internal Data Collection and Analysis

- a) Domain Name Suppliers must have appropriate systems to record Complaints and their outcomes. These systems must enable the Domain Name Supplier to collect and analyse Complaints in order to identify Systemic Problems and provide the basis for Complaint reporting required under the regulatory and the self-regulatory regimes.
- b) Domain Name Suppliers must ensure that data collected is categorised and analysed at least every six months to allow for the identification and rectification of Systemic and recurring problems.

15.17 Review

- a) Domain Name Suppliers must review their complaint handling process at least every two years to ensure that it is delivering fair and reasonable outcomes. Any necessary amendments must be made to the complaint handling process based on these reviews.

15.19 Changes to Complaint Handling Policies and Processes

- a) Domain Name Suppliers must update any information regarding their Complaint handling process to reflect any variations to the process.
- b) Where significant variations are made that affect Customers' access to the process, Domain Name Suppliers must inform Customers of the changes.

15.20 Retention of Records

- a) A Domain Name Supplier must retain material collected and recorded throughout the complaint handling process for a minimum period of two years following the closure of a Complaint.

16. Definitions

Term	Definition
2LD	Means a .au second level domain, that is, a name at the second level of the .au domain name hierarchy (for example, .com.au)
Advertising Material	Means but is not limited to: Television; radio; press and magazine advertisements; direct mail; posters; brochures; packaging; price tags; billboards; cinema advertisements; advertorials; infomercials; promotional videos; website materials; signage; media releases; electronic mail; electronic news groups; bill messages and inserts; and other point of sale material. (From ACIF Code:C521 OCTOBER 2001)
Advocate	Means an attendant care worker, family member, friend, other person nominated by a Customer, with a disability, non-English

	speaking background, or other special need to assist the Customer. An Advocate is not authorised to make changes to the Customer's account or domain name services unless the Customer as an Authorised Representative also nominates them.
Authorised Representative	Means a person who is authorised to act on behalf of a Customer on matters associated with a Supplier's domain name activity or associated products and services. Wherever the term Customer is used in this Code, the term Authorised Representative should also be read.
ccTLD	Means country code top level domain in the domain name hierarchy (for example, .au in Australia, .uk in the United Kingdom)
Complainant	Means a person or organisation making a complaint.
Complaint	Means any expression of dissatisfaction or grievance made to a Domain Name Supplier by a Customer or member of the public with any domain name related activity of that Supplier, but does not include a request for information.
Customer	Means a person or entity who: <ul style="list-style-type: none"> a) has a contract including standard forms of agreement, with a Domain Name Supplier for the supply of a domain name product or service; or b) is eligible under the criteria set by a Domain Name Supplier to enter into a contract for the supply of the domain name product or service; c) is the holder of a Domain Name Licence; or d) is a Domain Name Applicant.
Domain Name	Means a domain name in a designated 2LD in .au
Domain Name Applicant	Means an individual or entity that applies for a Domain Name Licence, or for renewal of their existing Domain Name Licence.
Domain Name Licence	Means the licence to use a domain name for a specified period of time.
Domain Name Supplier	Means a Registrar, Reseller or Agent.
Front-running	Means using a process designed to anticipate a consumer's preference for a domain name (via sniffing of WHOIS database or other process), or otherwise obtaining specific information regarding such preference, with the intent of registering such domain name on behalf of the registrar or reseller
Product	Means a domain name good or service offered by a Domain Name Supplier.
Published Policies	Means those specifications and policies established and published by auDA from time to time, as the self-regulatory body responsible for the administration of the .au ccTLD, in accordance with its constitution
Registrant	Means an entity or individual that holds a domain name licence in one of the 2LDs. NB: references to "Registrant" in this document include both existing and potential registrants and its agents.
Registrant Agreement	Means the agreement to be entered into, or renewed, between the Registrar and a Registrant in relation to an approved Domain Name.

Registrar	Means an entity that registers domain names for customers and who is accredited under the auDA Registrar's Accreditation rules.
Registrar-of-Record	Means the registrar that is listed in the registry database as being responsible for the administration of a domain name.
Registry / Registry database	Means a database consisting of primary and secondary name-servers and WHOIS servers, containing the Registry data and a mechanism for accessing that data, in relation to a designated 2LD.
Reseller or Agent	Means a person or entity appointed by a Registrar to sell domain name services and provide customer services to Registrants on behalf of the Registrar and any person who is characterised as a reseller under auDA Policy #2002-16 ⁷ .
Systemic Problem	Means the failure of a system, process or practice of a Domain Name Supplier, which causes detriment to a significant number or class of Customer. The Domain Name Supplier following the receipt and investigation of multiple Complaints of a similar nature may identify a Systemic Problem. Alternatively, the Domain Name Supplier because of the investigation of a single Complaint may identify a Systemic Problem.
Warehousing	Means the pre-registration of domain names not on behalf of a registrant, but knowingly for the express purpose of resale at a later date.
WHOIS service	Means the protocol used to provide a public information service in relation to data in a registry.
WHOIS data	Means the set of data to be disclosed on a WHOIS service under auDA Policy #2002-06 ⁸ .

⁷ <http://www.auda.org.au/docs/auda-2002-16.pdf>

⁸ <http://www.auda.org.au/docs/auda-2002-06.pdf>