THE AUSTRALIAN **DOMAIN NAME** ADMINISTRATOR

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auDA PUBLISHED POLICY

Policy Title: CLARIFICATION OF PERMISSIBLE OWN USE REGISTRATION BY REGISTRARS
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1. BACKGROUND

1.1   This document clarifies clause 14.2.3 of the Registrar Agreement as it applies in conjunction with clauses 4.2 and 4.4 of the .au Domain Name Suppliers' Code of Practice (2004-04).

1.2   Clause 14.2.3 of the Registrar Agreement reads as follows: "[The Registrar must not] be involved in any activity which involves the acquisition or accumulation of Domain Names which are not connected to the provision of Registrar Services under [the Registrar Agreement], for the purposes of removing them from the availability of others, transferring them for a direct or indirect, immediate or deferred gain or profit or for any other reason which can be considered to be done in bad faith".

1.3   Clauses 4.2 and 4.4 of the Code of Practice read as follows:

> 4.2   Subject to clause 4.4, Domain Name Suppliers must only:
>
> a)   register a Domain Name at the request of a Customer; 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 Domains in respect of the Domain Name.
>
> ...
>
> 4.4   A Domain Name Supplier may register Domain Names on its own behalf for its own use.

2. TERMINOLOGY

2.1   This policy uses the following terms:

a) "related entities" has the same meaning as in the *Corporations Act 2001* (Cth);

b) "registrar services" means the provision of services to domain name registrants, including services relating to the registration, maintenance, transfer, modification, renewal and cancellation of a domain name or domain name licence.

3. PERMISSIBLE OWN USE REGISTRATION BY REGISTRARS

3.1   Under the Registrar Agreement, registrars are allowed to register domain names on their own behalf which are connected to the provision of registrar services. For example, a registrar may register domain names that are an exact match,

abbreviation or acronym of its own company or business name(s) or trademark(s), as well as domain names that refer to its registrar services.

3.2   auDA has issued this document to clarify that clause 14.2.3 of the Registrar Agreement and clauses 4.2 and 4.4 of the Code of Practice prohibit a registrar, and its related entities, from registering domain names on their own behalf for any purpose other than the provision of registrar services.

3.3   auDA may, at its own reasonable discretion, permit a registrar or its related entities to register a domain name on their own behalf in connection with the provision of services such as web hosting, website design, email and ISP services, IT hardware and software.

4. BREACH OF POLICY

4.1   Where auDA determines that a registrar has breached the Registrar Agreement or the Code of Practice as clarified by this Published Policy, auDA may delete the affected domain name(s), in addition to any other remedies available to it.