.zadna

Release for Comment:

Draft .ZA Second Level Registrations Policy

Version 0.1

8 June 2018

Deadline for submission of comments/feedback: Thursday, 12 July 2018. Submissions should be sent to submissions@zadna.org.za.

This is a Draft .ZA Second Level Registrations (SLR) Policy ("SLR Policy") of the .ZA Domain Name Authority (ZADNA) that confirms key principles, practices and standards that will govern the registration of Domain Names at the second level of .ZA. The Draft SLR Policy is released for public consultation.

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1. Purpose of Document

The purpose of the proposed .ZA Second Level Registrations (SLR) Policy is to outline key principles, practices and standards that will underpin the registration of Domain Names at the second level of the .ZA ccTLD. The SLR Policy is released to solicit feedback from interested parties (including ZADNA members, .ZA Registries, Registrars, Registrants and the South African public) regarding the feasibility of the proposed principles, practices and standards.

Parties giving feedback are encouraged to directly answer the questions asked in this Document or to use the questions as a guide to their feedback. In either case, submitting parties are also encouraged to raise other issues that they find worthy of consideration, which may not have been raised in this Document.

Submitting parties must email written inputs to submissions@zadna.org.za no later than **17h00 on Thursday, 12 July 2018**. All submissions will be considered and utilised in finalizing SLR implementation plans. Enquiries should be directed to Ms. Hendrina Williams (Manager: Policy and Regulation) at telephone number +27 10 020 3910 or aforementioned email address.

.ZA Second Level Registrations Policy

Background

The .ZA namespace is South Africa's Internet country code Top Level Domain (ccTLD). The .ZA Domain name Authority (ZADNA) is responsible for managing and regulating the .ZA ccTLD and serves as the registry for the ccTLD. In so doing, the Act requires ZADNA to comply with international best practices in domain name administration.

The .ZA Second Level Registrations Policy is meant to allow for registration of Domain Names immediately below .ZA in line with the established practice of allowing such registrations in most Top Level Domains (TLDs), including ccTLDs that previously only allowed registrations at the third level.

Terms and Definitions

(Terms and Definitions in *italics* denote terms extracted from the Act.)

"Act" *means the Electronic Communications and Transactions Act 25 of 2002;*

"ADR" means the Alternative Dispute Resolution Regulations promulgated by the Minister of Communications in terms of section 69 of the Act;

"ccTLD" means country code domain at the top level of the Internet's domain name system assigned according to the two-letter codes in the International Standard ISO 3166-1 (Codes for Representation of Names of Countries and their Subdivision);

"Domain Name" means an alphanumeric designation that is registered or assigned in respect of an electronic address or other resource on the Internet. In the SLR Policy, "Domain Name" refers to "Second Level Registrations" or names registered at the second level of .ZA (i.e. yourname.za)*;*

"Domain Name System" or "DNS" means the Internet-wide system that translates Domain Names into internet protocol (IP) and/or other information;

''Personal information'', as defined in the Protection of Personal Information Act 4 of 2013, means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to –

(a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

(b) information relating to the education or the medical, financial, criminal or employment history of the person;

(c) any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;

(d) the blood type or any other biometric information of the person;

(e) the personal opinions, views or preferences of the person;

(f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

(g) the views or opinions of another individual about the person; and

(h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

"Privacy Registration Service" means a service that a Registrar may provide to a Registrant whereby the Registrant is listed as the Domain Name holder of record, but instead of listing the Registrant's contact information, the Registrar or its affiliate lists its alternative, reliable contact information (such mail-forwarding service) in the Whois database;

"Proxy Registration Service" means a service whereby a Registrar lists itself or its affiliate as a the Domain Name holder of record and lists its reliable contact information in the Whois database instead of listing the Registrant and its contact information;

"RFC" or **"Request for Comments"** means an internet standard adopted by the Internet Engineering Task Force describing methods, behaviors, research or innovations applicable to the working of the internet and internet-connected systems;

"Registrant" means a holder of a Domain Name;

"Registrar" means an entity that is accredited to register Domain Names and update Registry Data on behalf of Registrants. For avoidance of doubt, unless otherwise specifically stated in this SLR Policy, "Registrar" shall mean a Registrar accredited by ZADNA to register SLRs or Domain Names on behalf of its Registrants;

"Registrar Agreement" or **"Registrar Accreditation Agreement"** means an agreement to be concluded between ZADNA and a Registrar in respect of SLRs, which details, amongst other things, roles and responsibilities between ZADNA and the Registrar;

"Registry Data" means Domain Name data collected by ZADNA from Registrars as part of, or following from, the registration of a Domain Name, which includes data for Registrars sponsoring registered Domain Names and name servers, Registrant and Registrar identity, Registrar contact information, and the Registrar's administrative, billing, and technical contacts;

"Registry Database" means an electronic database comprising of Registry Data;

"Second Level Domain" or "SLD" means a sub-domain immediately following ZA and that is designated to accept 3LRs from other parties*;*

"Second Level Registration" or **"SLR"** means a Domain Name that is registered at the second level of .ZA for private use of its holder and is, therefore, not intended for acceptance of 3LRs;

"Supplemental Policy and Procedure" is a policy and/or procedure that ZADNA may, develop and implement, which augments and/or supplements the SLR Policy, or another policy of ZADNA or specific sections thereof that addresses a specific area of the Registry service that is not addressed, and/or is yet to addressed, in the SLR Policy or another policy of ZADNA relating to SLRs;

"Third Level Registration" or **"3LR"** means a Domain Name registered immediately below an SLD;

"Whois" means the protocol used to provide a public information service in relation to the Registry Data;

".ZA" means South Africa's country code Top Level Domain (ccTLD), which is delegated according to the two-letter codes in the International Standard ISO 3166-1, which is an identification label that is assigned for a particular country, and which is capable of defining a realm of administrative autonomy; and

"ZADNA" means the .za Domain Name Authority.

A.

Applicability

Unless stated otherwise, this SLR Policy governs the registration of Domain Names at the second level of .ZA by:

(i) Outlining roles and responsibilities of ZADNA, Registrars and Registrants in the provision of SLRs; and

(ii) Determining principles, rules and standards underpinning SLRs.

B. Development of Additional SLR Policies and Procedures

(i) ZADNA shall develop a detailed procedure outlining the manner in which SLRs will be registered and managed, including issues of transfer, renewal, suspension and deletion of SLRs.

(ii) ZADNA may develop Supplemental Policies and Procedures to address specifc aspects of the SLR Policy.

C. Precedence

This SLR Policy is the overarching policy for registration of Domain Names at the second level of .ZA.

D. Changes and Amendments

In view of emerging international best practices in the registration, management and governance of Domain Names and activities related to Domain Names, ZADNA may amend this Policy or sections thereof from time to time, and may amend Supplemental Policies and Procedures resulting from the SLR Policy.

1.

ZADNA as the .ZA ccTLD Registry

1.1. ZADNA is the designated manager and registry operator of the .ZA ccTLD. In this capacity, ZADNA regulates Registries that operate SLDs and Registrars that process 3LRs in the SLDs. In addition, ZADNA has exclusive authority to allocate SLDs and Domain Names at the second level of .ZA.

1.2. ZADNA shall provide a suitable registry system for the registration of Domain Names at the second level of .ZA, including any accreditation of Registrars to process SLRs.

2. Registration of Domain Names at the Second Level

2.1. Registration of Domain Names at the second level shall occur according to this SLR Policy and any other Supplemental Policies and Procedures that ZADNA may develop to govern SLRs.

2.2. There is no limit to the number of SLRs that a Registrant may register.

3. Treatment of Historical Private Use SLDs

3.1. Agric.za, grondar.za and nis.za are Private Use SLDs that were delegated prior to ZADNA's establishment, and are exempted from complying with the .ZA Second Level Domain General Policy and Charter requirements of the .ZA Second Level Domain Establishment and Disestablishment Policy.

3.2. The aforementioned Private Use SLDs shall automatically be classified as SLRs and be subject to the SLR Policy and applicable fees upon the SLR Policy becoming effective.

4. Recognition of 3LR Rights

4.1. A Domain Name that matches an existing 3LR in an SLD as of the date in which the SLR Policy comes into effect or any other date that ZADNA may determine shall be automatically reserved as an SLR for a period of twelve (12) months and without any cost to the 3LR Registrant. ZADNA shall notify, in writing, the Registrants of 3LRs for whom matching SLRs have been reserved about the applicable timelines and procedures for registering the matching SLRs.

4.2. A Registrant of a 3LR may register the matching SLR anytime during the reservation period, provided that the registration shall be done through a Registrar and will incur fees applicable to SLRs.

4.3. Only 3LRs that are registered as of the date of the SLR Policy becoming effective or any other date that ZADNA may determine may be reserved as matching SLRs. 3LRs that are in the process of deletion when the SLR Policy becomes effective may not be reserved as matching SLRs.

4.4. ZADNA may extend the reservation of unregistered, matching SLRs for an additional period not exceeding 90 calendar days after the expiry of the 12 month period, and may charge additional fees for registration of reserved matching SLRs during such extended reservation period.

4.5. Failure to register a reserved, matching SLR within the 12 month period or within the 90 calendar days extension shall result in the SLR becoming available for registration by any party on a first-come, first-served basis.

4.6. Registrants of 3LRs shall indemnify ZADNA from any claim arising from the reservation of, or failure to register, matching SLRs.

5. Conflicting 3LRs

5.1. A Domain Name that is registered in more than one SLD is a "Conflicting 3LR" as more than one Registrant may reserve the matching SLR.

5.2. Conflicting 3LRs shall be resolved through an auction process through which the highest bidder will be allocated the matching SLR. Notwithstanding, ZADNA reserves a right to use any other process that ZADNA considers to be feasible to resolve such conflicts.

5.3. ZADNA shall give Registrants of Conflicting 3LRs ("Conflicting Registrants") a written notice, not exceeding 30 calendar days, alerting them of the conflict, and requiring written confirmation of the Conflicting Registrants' intention to reserve the matching SLR.

5.4. Where only one Conflicting Registrant confirms intention to reserve a matching SLR, the conflict shall be deemed to have been automatically resolved, and the matching SLR shall be reserved for the confirming Registrant.

5.5. Where more than one Conflicting Registrant confirms intention to reserve a matching SLR, the conflict shall be resolved through an auction process. For avoidance of doubt, only Conflicting Registrants may participate in the auction process for the matching SLR.

5.6. Failure by a Conflicting Registrant to confirm the intention to reserve a matching SLR shall not prohibit the Conflicting Registrant from participating in an auction process undertaken in terms of 5.5, provided that all Conflicting Registrants must satisfy the requirements for the auction process.

5.7. ZADNA shall provide all Conflicting Registrants with the details and requirements of the auction process undertaken in terms of 5.5, regardless of whether or not the Conflicting Registrants have confirmed their intention to participate in the auction process.

5.8. Should none of the Conflicting Registrants participate in the auction process, the Conflicting 3LR shall be added to a reserve list of matching SLRs that are not allocated, and shall continue in reservation for a period not exceeding twelve (12) months from the date on which the auction ends. Thereafter, the matching SLR shall be available for registration by any party on a first-come, first-served basis.

5.9. A Conflicting Registrant may petition ZADNA to open an auction process anytime during the 12 month period of the matching SLR having been reserved but not allocated (i.e. "Late Auction"). Should a Late Auction petition be submitted, ZADNA shall notify all other Conflicting Registrants of the petition and of the dates on which the Late Auction process will take place.

5.10. The auction process for Conflicting 3LRs shall commence within 30 calendar days of the commencement of the SLR reservation process, and shall be completed within 30 calendar days of the commencement of the auction process.

5.11. Once an auction provided for in 5.5 is concluded and the matching, reserved SLR is allocated to a winning bidder, the 12 month reservation period shall commence on the first day that follows the allocation of the reserved, matching SLR.

5.12. Where a Late Auction and the matching SLR is allocated to the winning bidder, the reservation shall continue for the balance of the twelve (12) month reservation period after which the winning bidder must register the matching SLR.

5.13.   Failure to register a matching SLR before expiry of the reservation period shall result in the SLR becoming available for registration on a first-come, first-served basis.

5.14.   Should ZADNA be satisfied that the Conflicting 3LRs are registered by the same Registrant, ZADNA shall deem the conflict to have been automatically resolved, provided that the Conflicting Registrant must confirm in writing that the Conflicting Registrant holds the Conflicting 3LRs. Nevertheless, ZADNA reserves a right to delete, suspend or add to a reserve list any matching SLR should ZADNA suspect that the Conflicting Registrant has misled ZADNA into declaring the Conflicting Registrant to be the only Registrant of Conflicting 3LRs.

5.15.   Notwithstanding the reservation of matching SLRs and the use of an auction process to resolve Conflicting 3LRs, ZADNA may add to a reserve list, and not allow to be registered, any matching SLR that ZADNA considers feasible to reserve for the technical stability and integrity of .ZA and the Domain Name System.

5.16.   Conflicting Registrants that participate in an auction to resolve Conflicting 3LRs shall indemnify ZADNA from any claim arising from the auction process.

6. Similarity with .ZA SLD

6.1. Applications for SLRs that are confusingly similar to the current .ZA SLDs shall not be accepted. Accordingly, ZADNA reserves an exclusive right to reserve any name at the second level that ZADNA considers to be confusingly similar to an existing .ZA SLD.

7. Conflict Resolution Policy

7.1. Notwithstanding provisions of the SLR Policy dealing with various conflicts, ZADNA may develop additional policies and procedures for resolving different types of conflicts that may arise from SLRs.

8. Reserved and Blocked Names

8.1. A reserved name is a name that may not be registered as a Domain Name. Names may be reserved to enhance the stability, integrity and security of the .za ccTLD and

DNS, and to preserve the public nature of well-known or widely-used names over which no-one holds and no-one should hold intellectual property rights.

8.2. A blocked name is a name that is considered to be offensive on the basis of race, colour, religion, sex, gender or any other grounds that are in the public interest.

8.3. The reservation and blocking of names may include names reserved in terms of RFCs [2606](#) and [6761](#), which identify and explain names that should be reserved at the TLD and SLD level for private testing of existing DNS related codes, examples in documentation, DNS related experimentation, invalid DNS names, or other similar uses.

8.4. ZADNA shall release a list of reserved and blocked names prior to commencing the acceptance of SLR applications. ZADNA reserves a right to amend such list from time to time.

8.5. ZADNA may develop a policy to determine, inter alia, criteria and procedures for classifying names as reserved or offensive, and compile a list of reserved and blocked names.

9. Use of Registrars for SLRs

9.1. In view of the anticipated demand of SLRs, the process of registration will be automated in order to allow SLRs to be registered on demand. It is anticipated that for speed of registration and ease of access, SLRs will best be processed through Registrars.

9.2. ZADNA shall accredit Registrars for the registration of Domain Names at the second level. Entities interested in accreditation as Registrars shall conclude a Registrar Accreditation Agreement with ZADNA.

9.3. For avoidance of doubt, no entity shall serve as a Registrar without obtaining the Registrar accreditation of ZADNA, provided that:

9.3.1. An entity that is already accredited as a Registrar for co.za, net.za, org.za and web.za as of the date on which the SLR Policy comes into effect shall be automatically accredited as a Registrar for SLRs subject to signing the ZADNA Registrar Accreditation Agreement.

9.3.2. An entity that is not accredited as a Registrar for co.za, net.za, org.za and web.za by the date on which the SLR Policy becomes effective shall apply for accreditation directly to ZADNA. ZADNA shall determine applicable fees that an applicant for Registrar accreditation in terms of this 9.3.2 shall pay to ZADNA for processing the application.

9.4. A Registrar shall accept and include the mandatory Registrant terms and conditions of ZADNA in the Registrar's agreement with its Registrant. By registering a Domain Name, the Registrant shall be deemed to have accepted the mandatory Registrant terms and conditions.

9.5. A Registrar shall ensure that its Registrant provides all required Registry Data when registering a Domain Name, and that such Registry Data is captured into the Registry Database.

9.6. A Registrant shall keep Registry Data up to date for the duration of the Domain Name registration.

9.7. Should a Registrar register SLRs through a reseller, the Registrar shall be responsible for all the actions of the reseller, and shall ensure that the reseller complies with applicable policies and procedures.

10. First-come, First-served

10.1. Registration of SLRs shall be on a first-come, first-served basis, provided that ZADNA reserves an exclusive right to implement pre-launch processes during which SLR applications may not be processed on first-come, first-served basis.

11. Release of Minimum Character Domain Names

11.1. ZADNA shall reserve single and double character ("minimum character") Domain Names at the second level. ZADNA may release minimum character names under different circumstances on first-come, first-served basis.

11.2. Minimum character names already registered as 3LRs as of the date the SLR Policy comes into effect or at another date determined by ZADNA may not be reserved in the minimum character list, but shall be reserved as matching SLRs in terms of provision 4 and 5.

11.3.   ZADNA may reserve tripple character names as minimum character names, provided that tripple character names already registered as 3LRs as of the date the SLR Policy comes into effect or at another date determined by ZADNA shall be reserved as matching SLRs in terms of 4 and 5.

11.4.   ZADNA may develop specific policy and procedures to coordinate the release of minimum character names in the future.

12. Intellectual Property and Other Rights

12.1.   Notwithstanding any party's right to have any dispute resolved in court, disputes over Domain Names registered at the second level of .ZA, which concern intellectual property rights or other grounds covered in the .ZA ADR Regulations, shall be resolved through the ADR process, and are subject to the application of South African law.

12.2.   A Registrant may not knowingly apply for or register an SLR that violates intellectual property rights or other rights of other parties in terms of applicable law.

12.3.   By applying for and registering an SLR, a Registrant shall be deemed to warrant that the Registrant is entitled to apply for, register and use the SLR, and that such registration does not knowingly violate rights of another party. Accordingly, the Registrant shally indemnify ZADNA from any claim relating to rights violation arising out of the SLR.

12.4.   ZADNA may implement additional policies and measures for protection of the rights of other parties in the registration of Domain Names at the second level of .ZA.

13. Registry Data

13.1.   Registration of a Domain Name does not give a Registrar or Registrant any license or proprietary right to the Domain Name. Domain Name registration only provides the Registrant with a contractual right to use the Domain Name as long as that right is not rescinded, and the Registrant continues to satisfy applicable renewal and other requirements.

13.2. All Intellectual property rights to Registry Data belong to ZADNA. No other party, including a Registrar and Registrant, may claim any intellectual property right over Registry Data. Notwithstanding, ZADNA may not claim intellectual property rights over individual Domain Names.

14. Escrow

14.1. ZADNA shall regularly deposit Registry Data in an escrow account and may implement additional redundancy measures to ensure continuity of .ZA.

14.2. By registering SLRs, Registrars and Registrants consent to the deposit of registry data into escrow account and other additional redundancy mechanism that ZADNA may implement.

14.3. ZADNA holds all Registry Data for the benefit and protection of the .ZA namespace, and may take legal action and claim damages in respect of any infringement of rights to the Registry Data.

15. Application of South African Law

15.1. Registration and continued use of .ZA SLRs is subject to South African law and every Registrar must ensure that Registrants are aware that all legal matters pertaining to SLRs shall be resolved in terms of South African law and in South African courts.

16. Payment and Use of Domain Name

16.1. ZADNA retains exclusive decision-making authority for determining fees applicable to the registration of SLRs, and shall develop a separate pricing framework for SLRs.

16.2. Fees for registration and renewal of SLRs shall be paid in advance through Registrars to an account nominated by ZADNA.

16.3.   ZADNA may review and adjust such fees from time to time, giving notice of not less than 90 calendar days to Registrars and Registrants prior to the adjusted fees coming into effect.

16.4.   For avoidance of doubt, ZADNA does not determine the fees charged by Registrars to Registrants.

16.5.   Failure by a Registrant to pay applicable fees in respect of an SLR within a stipulated period may result in the suspension and deletion of that SLR, and in the SLR becoming available for registration by another party on a first-come, first-served basis.

16.6.   Unless otherwise agreed with a Registrar, a Registrant shall enjoy use of an SLR upon having its application accepted and validated by ZADNA and having paid applicable fees, subject to any technical limitations such as the propagation of Domain Name records.

17. Prohibition against Use of SLRs for 3LRs

17.1.   SLRs are designated for private use of the Registrant. Accordingly, SLRs shall not be used to sell 3LRs in competition with the SLDs.

17.2.   ZADNA reserves an unfettered right to suspend or delete an SLR, without any consultation with the concerned Registrar and Registrant, if ZADNA has a reason to suspect that the SLR is being used to sell 3LRs.

17.3.   ZADNA may develop a policy or guidelines outlining, amongst other things, grounds on which ZADNA may consider an SLR to be used for selling 3LRs to external parties.

18. Compliance with Policies, Standards and Regulations

18.1.   ZADNA is responsible for determining policy and strategic direction of .ZA, including technical and operational standards to which Registrars and Registrants must adhere.

18.2.   ZADNA shall consult Registrars and Registrants in developing policies and standards, and shall give a notice of not less than 90 calendar days before changes to its policies and standards come into effect.

18.3.   A Registrar shall ensure that a prospective Registrant of an SLR is aware of, accepts and undertakes to comply with, current and future policies, standards and regulations of ZADNA, including this SLR Policy, and that failure to comply with the policies, standards and regulations may result in ZADNA suspending, deleting or cancelling the registration.

19. Unlimited Registration Period

19.1.   The holding of an SLR persists as long as the Registrant renews it, provided:

19.1.1. The Registrant complies with applicable policies, standards and regulations of ZADNA; and

19.1.2. The SLR is not transferred to another party in terms of the ADR process or an order of court.

20. Deletion, Suspension and Transfer

20.1.   ZADNA may delete, suspend or transfer an SLR as a result of an outcome of a dispute resolution process, order of court, revocation based on non-compliance with an applicable policy, standard or regulation, or of a measure taken in the interests of a stable and secure Domain Name System. In the process, ZADNA shall notify the Registrant of the Domain Name of the intended deletion, suspension or transfer.

20.2.   By registering an SLR, the Registrant shall indemnify ZADNA from any claim relating to the deletion, suspension or transfer of the Domain Name.

21. DNSSec

21.1.   As part of of its DNSSec implementation, ZADNA encourages DNSSec-signing of all .ZA SLDs and 3LRs as a measure of enhancing trust and reliability of .ZA Domain Names.

21.2.   DNSSec-signature of SLRs shall be undertaken in accordance with the .ZA DNSSec Policy and Practice Statement.

22. Administrative, Technical and Billing Contacts

22.1.   The purpose of a Domain Name's administrative, technical and billing contacts, which form part of Registry Data, is to provide Internet users, through the Whois system, with general contact details of the Registrant. These contacts may be modified from time to time to keep them up to date. ZADNA shall not be compelled to provide third parties with this information.

22.2.   A Registrar may not list itself or its affiliate in the Registry Database as the administrative or technical contact of a Domain Name, unless the Registrant has expressly agreed thereto or has entered into a Privacy or Proxy Service agreement with the Registrar or its affiliate in writing.

22.3.   Registry Data, including administrative, technical and contact details, may be modified only in accordance with the policies and procedures of ZADNA.

23. Whois Service

23.1.   RFC 3912, which outlines the purpose and functionality of Whois, shall apply to SLRs, and Registrars and Registrants must adhere to the RFC in providing Whois information.

23.2.   The Whois service is intended, among other things, to allow people to ascertain the identity of the parties involved, contact information thereof and technical details in respect of individual Domain Names including important dates. Its purpose, amongst other things, is to:

23.2.1. Assist with trouble-shooting (finding and fixing system problems), development of the internet and operational stability; and

23.2.2. Determine the availability of Domain Names, combat spam or fraud, identify intellectual property infringements and enhance accountability of Registrants.

23.3.   The Whois database is not meant for the operational benefit of any party, and may not be mined or systematically retrieved by any party other than as the law may require ZADNA. ZADNA shall not be compelled to provide a third party with a list of Domain Names in the SLR Whois database.

23.4. ZADNA may only provide SLR Whois information to third parties if ZADNA is satisfied that the:

23.4.1. Request for Whois information is rational;

23.4.2. Use of the Whois information is for lawful purposes;

23.4.3. Use of the Whois information will not compromise the privacy rights of Registrants; and

23.4.4. Use of the Whois information will not compromise the security, stability and resiliency of the .ZA ccTLD and of the DNS in general.

23.5. ZADNA shall implement measures to limit use of the Whois service to its intended purpose and to protect Whois information from unauthorized means of access and abusive use.

23.6. ZADNA shall provide an automated and publicly accessible SLR Whois service, subject to the application of legislation relating to privacy and protection of personal information and subject to any specific current and future Whois policy, regulations and standards of ZADNA.

23.7. Registrars and Registrants shall keep Registry Data relating to their SLRs accurate and up to date in the SLR Whois service, and shall ensure that Registry Data complies with the ZADNA's Whois and privacy policies.

23.8. Registrars may not use their access to Registry Data and the Whois database to solicit business from Registrants.

24. Protection of Personal Information

24.1. Registrars and Registrants must comply with all applicable South African data protection and privacy laws, and with all data protection and privacy policies of ZADNA.

24.2. ZADNA shall publish a policy explaining the purpose for which Personal Information is collected from Registrants and is captured into the Registry Database and to provide Whois access, and the intended recipients of such Personal Information.

24.3.   Registrars shall notify Registrants of the purpose for which Personal Information is collected and used as part of Domain Name registration, and obtain express consent of Registrants to such collection and use. Such notice shall include updating Registrants about any changes to policies, regulations, standards and procedures of ZADNA.

24.4.   Registrars shall take reasonable measures, as required by the law, to protect Personal Information from loss, misuse, unauthorised disclosure, alteration or destruction.

24.5.   Registrars shall not use or allow the use of Personal Information in any way that does not comply with applicable legislation.

25. Privacy and Proxy Registration Services

25.1.   A Registrar may not list itself or its affiliate in the SLR Registry Database or Whois service as a Registrant, unless the Registrant has entered into a Privacy or Proxy Service agreement with the Registrar or its affiliate, and provided that the Registrar shall:

25.1.1. Not do anything which has the effect of concealing the Registrant's true identity from ZADNA; and

25.1.2. Upon demand, submit complete records of the Registrant's true identity and associated Domain Name information to ZADNA.

25.2.   A Registrar that provides Privacy and Proxy Service shall:

25.2.1. Publish the terms and conditions of its services on its website, including:

25.2.1.1.   Processes for reporting abuse for any Domain Name utilising the service;

25.2.1.2.   Processes for reporting infringements of other party's intellectual property rights;

25.2.1.3.   Conditions under which the Registrar may terminate the service offered to the Registrant;

        25.2.1.4.   Conditions under which the Registrar providing the service may reveal the Registrant's identity and contact information;

        25.2.1.5.   Description of support services that the Registrar offers to the Registrant as part of providing the service;

    25.2.2. Publish a point of contact that may be used to report any intellectual property or other abuses; and

    25.2.3. State expressly in its terms and conditions if its services are provided by a third party, and publish the third party's business contact information on the Registrar's website.

25.3.   A Registrar shall be exempted from complying with 25.2 if the Registrar proves that a Registrant:

    25.3.1. Uses a Privacy or Proxy Service that is not offered by the Registrar;

    25.3.2. Authorised the use of a Domain Name by another party without the Registrar's knowledge; and/or

    25.3.3. Uses the contact data of the Registrar's service without subscribing to the service or accepting the service terms and conditions.

25.4.   Should a Registrant withdraw from, or terminate, a Privacy and/or Proxy Service for a Domain Name of the Registrant, the Registrar providing such service shall update Registry Data and Whois information within 48 hours of the termination of service to reflect the Registrant as the holder of the Domain Name.

25.5.   A Registrar that is found contravening the provision of 25.4 may be suspended from registering Domain Names, have its accreditation revoked or be fined an amount that ZADNA may determine in its sole discretion.

26.Registrar Change and Domain Name Transfer

26.1.   Subject to any other applicable regulations and policies of ZADNA, a Registrant may change or transfer the management of its Domain Name from its current Registrar ("Losing Registrar") to another Registrar ("Gaining Registrar"), which transfer changes the Registrar of record in the Registry Database.

26.2. ZADNA may implement Supplemental Policies and Procedures that facilitate transfer of Domain Names between Registrars.

26.3. A Losing Registrar shall allow a Registrant easy transfer of Domain Names to a Gaining Registrar of the Registrant's choice in accordance with the policies and procedures of ZADNA.

26.4. A Registrar shall, at the time of contracting with a Registrant for registering a Domain Name on the Registrant's behalf, inform the Registrant of applicable Domain Name transfer policies and procedures.

26.5. A Gaining Registrar shall ensure that the modifications done as part of the transfer of a Domain Name do not adversely affect the use and enjoyment of the Domain Name by its Registrant, and that the Gaining Registrar complies with applicable regulations, policies and procedures.

26.6. In an event where authorisation or accreditation to serve as a Registrar is revoked, ZADNA shall immediately notify all the Registrants of the Domain Names managed by the revoked Registrar of the revocation, and facilitate the transfer of Domain Names from the revoked Registrar to other Registrars in accordance with the policies and procedures of ZADNA.

27. Renewal of Registration

27.1. A Registrant shall renew a Domain Name on an annual basis for an indefinite period provided that the Registrant shall comply with applicable renewal and other policies of ZADNA.

27.2. A Registrar shall notify each of its Registrants of pending registration expiration and renewal of the Registrant's Domain Name.

27.3. Failure to renew a Domain Name prior to the renewal date may result in the Domain Name registration being suspended and deleted, which may result in the Domain Name being available for registration on a first-come, first-served basis by any third party.

27.4. ZADNA may implement measures, including developing Supplemental Policies and Procedures, that allow for multiple year, upfront renewal of SLRs.

28. Suspension of Registration

28.1.   ZADNA may suspend the registration of a Domain Name upon any of the following circumstances:

28.1.1. Pending resolution of a dispute over the Domain Name based on the ADR Regulations;

28.1.2. Threat to the stability, integrity and security of the .ZA ccTLD and Domain Name System;

28.1.3. The Domain Name being used in a manner which contravenes the terms and conditions applicable to SLRs;

28.1.4. An order by a court of law;

28.1.5. Instruction by a Registrant through its Registrar; or

28.1.6. Any other abusive practice which ZADNA may classify as abusive in its policy and another determination of ZADNA.

28.2.   Prior to any suspension of a Domain Name, ZADNA shall give the Registrar and Registrant a notice providing reasons for the suspension, and shall update the Registry Database to reflect the suspension. Notwithstanding, ZADNA may provide reasons after suspension where advance notice is not feasible.

28.3.   ZADNA shall not refund a Registrant the Domain Name fees already paid when suspension occurs.

28.4.   ZADNA may unilaterally lift a suspension should the circumstance causing the suspension cease to exist.

29. Cancellation and Deletion of Registration

29.1.   ZADNA may cancel or delete a registration:

29.1.1. Upon request by a Registrant;

29.1.2. As a result of applicable breach of contract, ADR decision or order of court; or

29.1.3. On any other ground which is consistent with the applicable .ZA regulations, policies, procedures and determination.

29.2.   ZADNA shall give a Registrant a prior notice of not less than 5 working days about the pending cancellation or deletion, where the cancellation or deletion is not a result of a dispute resolution process or is not initiated by the Registrant, provided that ZADNA may give a shorter notice if this is in the interests of stability and security of the .ZA ccTLD or the Domain Name System.

29.3.   Where a Registrant makes a cancellation or deletion request, ZADNA may voluntarily suspend a registration for a period of up to thirty (30) days following the expiry of the pending deletion phase, and notify the Registrant of the suspension. The party requesting a cancellation or deletion may withdraw the cancellation or deletion request at any time during the grace period and pay any applicable redemption or restoration fees.

29.4.   After having given prior notice to the applicable Registrar and Registrant, ZADNA may, at its own discretion, initiate a suspension pending investigation by ZADNA, or initiate a deletion if the use of the Domain Name compromises the security and stability of the Domain Name System or internet.

29.5.   Notwithstanding 29.1, a Registrant may invoke an appeal mechanism of ZADNA to appeal a decision to delete a Domain Name, and ZADNA may not suspend or delete a registration until the notice of an appeal outcome is served on the Registrant.

29.6.   Should an appeal uphold ZADNA's intention to delete a registration, ZADNA shall give a Registrant a notice of not less than 5 calendar days prior to the deletion.

29.7.   Should an appeal be successful, ZADNA shall immediately cease any process that was put in place to suspend or delete the registration, and shall confirm having done so to the Registrant within 5 calendar days of receipt of the appeal outcome.

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END