

## **auDA PUBLISHED POLICY**

**Policy Title:** MANDATORY TERMS AND CONDITIONS APPLYING TO .AU DOMAIN NAME LICENCES

**Policy No:** 2018-07 (clarification)

**Publication Date:** 17/07/2018

**Status:** Current

### **1. BACKGROUND**

- 1.1 This document sets out the mandatory terms and conditions that apply to all domain name licences in the open .au second level domains (2LDs). At the time of publication, the open 2LDs are asn.au, com.au, id.au, net.au and org.au.
- 1.2 This document is incorporated by reference (as an auDA Published Policy) in the Registrant Agreement between the registrant and the registrar, and has effect as if it formed part of the Registrant Agreement.

### **2. MANDATORY PROVISIONS**

- 2.1 The mandatory terms and conditions are set out in Schedule A.
- 2.2 In the event that these mandatory terms and conditions are inconsistent with provisions in the Registrant Agreement, then to the extent of such inconsistency, these mandatory terms and conditions prevail.

### **3. CHANGES TO MANDATORY TERMS AND CONDITIONS**

- 3.1 From time to time, auDA may update this document for the purposes of clarification or correction.

## **SCHEDULE A**

### **MANDATORY TERMS AND CONDITIONS**

#### **1. REGISTRANT WARRANTIES**

The registrant makes, and is taken to make, the following warranties to the registrar and to auDA, when applying to register or renew the registration of a domain name:

- 1.1 all information provided to register or renew the registration of the domain name (including all supporting documents, if any) are true, complete and correct, and are not misleading in any way, and the application is made in good faith;
- 1.2 the registrant meets, and will continue to meet, the eligibility criteria prescribed in auDA Published Policies for the domain name for the duration of the domain name licence;
- 1.3 the registrant has not previously submitted an application for the domain name with another registrar using the same eligibility criteria, and the other registrar has rejected the application;
- 1.4 the registrant is aware that even if the domain name is accepted for registration, the registrant's entitlement to register the domain name may be challenged by others who claim to have an entitlement to the domain name; and
- 1.5 the registrant is aware that auDA or the registrar can cancel the registration of the domain name (that is, the domain name licence) if any of the warranties set out above is found to be untrue, incomplete, incorrect or misleading.

#### **2. CONSENT TO USE REGISTRANT INFORMATION**

The registrant consents to the collection, use and disclosure of their personal information by the Registrar, Registry Operator and auDA for the following purposes:

- 2.1 assessing an application for and granting of a licence
- 2.2 maintaining a complete and accurate registry data of all licences issued to registrants
- 2.3 providing a WHOIS service that provides accurate and up to date information to the public about the registrant, technical and administrative contacts
- 2.4 to monitor a registrant's compliance with their licence terms and conditions
- 2.5 to assist with and resolve complaints relating to a licence
- 2.6 supporting alternative dispute resolution or court proceedings
- 2.7 to comply with obligations under an Australian law

provided that such collection, use and disclosure is consistent with:

- 2.8 the Australian Privacy Principles; and
- 2.9 auDA Published Policies.

#### **3. REGISTRANT DATA**

- 3.1 Throughout the term of the domain name licence, the registrant must give notice to the registry operator, through the registrar, of any change to any information in the registrant data relating to the domain name.

- 3.2 The registrant accepts that its failure to comply with this requirement may lead to the cancellation of the domain name licence.

#### **4. RENEWAL OF DOMAIN NAME LICENCE**

- 4.1 The registrant may apply to renew the domain name licence when the licence period expires, provided that it:
- 4.1.1 pays the applicable renewal fees; and
  - 4.1.2 continues to meet the eligibility criteria prescribed in the auDA Published Policies.
- 4.2 The registrant accepts that it has the responsibility for ensuring that the domain name licence is renewed before the expiry date.

#### **5. auDA PUBLISHED POLICIES**

The registrant must comply with all auDA Published Policies. In the event of any inconsistency between any auDA Published Policy and the Registrant Agreement (with its registrar), then the auDA Published Policy will prevail to the extent of such inconsistency.

#### **6. REVOCATION OF LICENCE**

auDA may, at its discretion, cancel the registration of a .au domain name, or revoke a licence to use a .au domain name:

- 6.1 if the registrant breaches any auDA Published Policy; or
- 6.2 in order to comply with a request of a law enforcement agency, or an order of a court, or under any applicable law, government rule or requirement, or under any dispute resolution process; or
- 6.3 to protect the integrity and stability of the domain name system or the .au registry.

#### **7. LIMITATION OF LIABILITIES AND INDEMNITY**

- 7.1 To the fullest extent permitted by law, auDA will not be liable to the registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors.
- 7.2 The registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, the registrant's registration or use of its .au domain name.
- 7.3 Nothing in this document is intended to exclude the operation of the *Trade Practices Act 1974*.