

Registrar Code of Practice

10 November 2014

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Classification

Public

Contents

1	Definitions	5
2	About this document	6
3	Purpose.....	7

1 Definitions

In this policy:

Allocation means the method by which a domain name is created and assigned to an Applicant, **Allocated** shall have a corresponding meaning.

Customer Registration Agreement means an agreement between a Registrar and a customer.

Registrant means a natural person, company or organisation in whose name a domain name is Allocated in the TLD.

Registrar means an entity that is authorised to offer domain name registration services in relation to the TLD.

Service means the services that we provide in relation to the TLD.

TLD means Top Level Domain and for the purpose of this policy shall mean .melbourne

We, us and **our** means AusRegistry International ACN 103 729 620 as the designated representative of The State of Victoria through the Department of State Development, Business and Innovation, or our designated representatives.

You and **your** means the person or entity receiving or accessing the Service.

2 About this document

This document describes the Registrar Code of Practice.

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3 Purpose

The Registrar Code of Practice is a compulsory set of principles and approaches to market conduct for Registrars in the TLD, and is to be read in conjunction with our Registry-Registrar Agreement and our policies—which can be found at the following link: <http://nic.melbourne>

Objectives of this Code of Practice

The objectives of the Code of Practice are to promote and protect the interests of Registrants, Registrars and their customers by:

- Supporting and promoting competition;
- Establishing minimum standards for dealings between Registrars, and with their customers and Registrants;
- Ensuring that Registrants and the Registrar’s customers receive accurate, complete and timely information concerning domain name registrations; and
- Preventing practices that undermine the reputation of the TLD and the interests of Registrants and the Registrar’s customers.

4 Policy statement

4.1 Market conduct—domain name registrations

- 1 Registrars must not register domain names on their own behalf for the purpose of preventing any other domain name registration.
- 2 Subject to clause 3, Registrars must only register a domain name at the request of a customer.
- 3 Registrars must not register or renew domain names (in advance of a request from a customer or Registrant) for the purpose of restricting a competitor of the Registrar from registering the domain name on behalf of the Registrant, or for the purpose of later offering this domain name to potential customers.
- 4 A Registrar may register domain names on its own behalf for its own use.

Guideline—examples of unacceptable conduct

1. Anticipating a customer's preference for a domain name (via examining customer activity on a website, or by reference to other databases such as company name databases), registering that domain name using the customer's details, and then offering the domain name to the customer for a fee or in conjunction with a bundled offering. This practice restricts the customer's choice of Registrar, and may lock the customer into service conditions (such as the need to host a website with the Registrar). This example is sometimes called 'front-running'.
2. Pre-registering domain names that may be in demand in the future. This could be done to either artificially reduce the supply of a domain name perceived as good (e.g. by registering all domain names with three 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'.

4.2 Customer contact

- 1 A Registrar must use reasonable commercial endeavours not to send a renewal notice to a Registrant, or any other communication that might reasonably be construed by a Registrant to be a renewal notice, unless the Registrar is the Registrar for that domain name.

Guideline—meaning of reasonable commercial endeavours

'Reasonable commercial endeavours' includes, for example, where a Registrar has used the Service to ensure that they are still the Registrar for a domain name.

4.3 Customer information

- 1 Registrars must fully disclose to an applicant for, or a Registrant of a domain name the following minimum level of information:
 - a. The identity of the Registrar including:
 - i. The legal name of the business and the name under which the business trades;
 - ii. The address of the registered office or principal place of business; and
 - iii. An email address or other electronic means of contact, or telephone number;
 - b. The terms and conditions of the domain name registration as specified in the Registry-Registrar Agreement for the TLD;
 - c. That our grant of, and the Registrant's use of, the domain name is subject always to our policies which are available at the following link: <http://nic.melbourne>;
 - d. Where an application fee exists at the time of making the application, that any application fees charged are for the right to make the application for the domain name and are not the domain name registration fee;
 - e. Where a domain name is subject to an auction, that any auction fees charged are for the right to register the domain name and not for the actual domain name registration;
 - f. The fees for registration and renewal of the domain name, at the time of registration, in a clear and conspicuous manner; and
 - g. The exact nature of any price increases that may be, or are, implemented with respect to the domain name.
- 2 Registrars must, in their Customer Registration Agreement, ensure that the warrants required of the customer or Registrant of the domain name are clearly presented to the customer or Registrant and that the customer must make positive acknowledgement of those warrants in the Customer Registration Agreement.
- 3 Registrars must ensure that records relating to the warrants made and other information collected in relation to the domain name are retained according to the Registrar's obligations in its agreement with us or with ICANN, and its obligations under law.
- 4 Registrars must publish information about changes to any policy of the Registrar that materially affects a Registrant's domain name.
- 5 Registrars acknowledge that the purpose of clause 3 is to promote consumer protection by ensuring that the Registrant is informed as to the nature of all fees associated with its domain name, and this clause 3 will be interpreted broadly to achieve this goal.

Guideline—receiving of positive acknowledgement of warrants

Receiving of positive acknowledgement of warrants in the Customer Registration Agreement may include such things as a requiring the customer to select a check box in order to make the warrant.

5 Definition and review

This document has been prepared and published to represent our policy regarding the administrative and technical management of the TLD.

We may discontinue or amend any part or the whole of this policy from time to time at our absolute discretion.

Definitions

We, us and our means any or all of the Bombora Technologies Pty Ltd group of companies, their related entities and their respective officers, employees, contractors or sub-contractors.

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