

Submission 1: Rob Poad

Question 1: Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

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Question 2: Do you have any feedback on the drafting of the exclusion of liability clause?(Amended clause 12.2.19 of the proposed.NZ Rules.)

As a organisation that restricts and enforces rules I believe that we should have limited liability for our actions.

Question 3: Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(b) of the proposed .nz Rules.)

Yes

Question 4: Do you agree with a requirement that accuracy of the data – used to register a domain name - should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

Yes

Question 5: Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(d) of the proposed .nz Rules.)

Yes

Question 6: Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

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Question 7: Do you have any comments on the proposed domain lock provision?

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Question 8: Any other feedback on proposed amendments? (See the full marked up version on consultation page)

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Submission 2: Roger Parkinson

Question 1: Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

I don't

Question 2: Do you have any feedback on the drafting of the exclusion of liability clause?(Amended clause 12.2.19 of the proposed.NZ Rules.)

I don't

Question 3: Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(b) of the proposed .nz Rules.)

yes

Question 4: Do you agree with a requirement that accuracy of the data – used to register a domain name - should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

yes

Question 5: Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(d) of the proposed .nz Rules.)

yes

Question 6: Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

I don't

Question 7: Do you have any comments on the proposed domain lock provision?

I don't

Question 8: Any other feedback on proposed amendments? (See the full marked up version on consultation page)

I don't

Submission 3: Ken Barnett

Question 1: Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

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Question 2: Do you have any feedback on the drafting of the exclusion of liability clause?(Amended clause 12.2.19 of the proposed.NZ Rules.)

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Question 3: Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(b) of the proposed .nz Rules.)

No - why should someone be eligible or ineligible? This is not inclusive. A domain should be open to all based first come first served basis.

Question 4: Do you agree with a requirement that accuracy of the data – used to register a domain name - should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

No. No data about the owner should be kept apart from the identifying data at the time of buying the domain.

Question 5: Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(d) of the proposed .nz Rules.)

No. If someone wants a domain name that is owned by someone else they should shoulder the cost of tracking the owner down and buying the domain off them. There are mechanisms for handling situations where the owner has died or disappeared that are generally used in society that can remain outside the scope of InternetNZ.

Question 6: Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

Question 7: Do you have any comments on the proposed domain lock provision?

I find this concept dubious. InternetNZ does not need to be in the loop for locking a domain. The carriers can do that if they deem it necessary and legally appropriate. If InternetNZ has to be in the loop here - then surely the technology to do it should be tendered.

Question 8: Any other feedback on proposed amendments? (See the full marked up version on consultation page)

It feels to me that InternetNZ is overplaying it's role here.

Submission 4: The Domain Name Company Limited

domain.co.nz

Monday, 15 September 2025

FEEDBACK REGARDING 2025 PROPOSED “.NZ RULES” AMENDMENTS

The following constitutes the position of The Domain Name Company Limited (“TDNC”).

Domain Name Commission Limited (“DNCL”) is an ordinary New Zealand company wholly owned by Internet New Zealand Incorporated (“INZ”), a charitable Society.

INZ and DNCL currently have monopoly control of the .nz namespace.

OPENING REMARKS

Contrary to statements in the “.nz Rules”, DNCL is not and never has been a regulator, pursuant to guidance published by the Ministry of Regulation and Section 29 of the Interpretation Act 1999. A registry (ie. INZ) cannot own a “regulator”, it would be an egregious conflict of interest and no such model exists anywhere in the world.

In fact, there is an increasingly compelling argument for the government to appoint a regulator such as the Commerce Commission to directly oversee INZ and DNCL.

DNCL is more correctly the administrator of INZ’s contractual rights. INZ and DNCL should have taken the opportunity to correct this in the revision. The latest version of the “.nz Rules”, changes the abbreviation “DNCL” to “DNC”, dropping “Limited”, in a further attempt to misrepresent its authority.

Use of the term “DNC” also creates confusion with “TDNC”, the commonly and widely used abbreviation for our company, continually in use since August 1996.

It is of concern that substantive changes in the “.nz Rules” appear to be designed to achieve one of two outcomes:

1. To vest further “powers” in DNCL
2. To further limit liability for the use of these “powers”

It is contrary to good governance that INZ and DNCL should seek to remove checks, balances and accountability for their decisions and the actions they undertake. It also undermines public trust in their fairness and integrity.

FEEDBACK ON SPECIFIC CLAUSES

This feedback is provided in reference to the *“PDF of Strike-out version highlighting the changes proposed”* (<https://internetnz.nz/assets/Archives/nz-Rules-consultations-/Consultation-draft-of-version-3.3-of-.nz-Rules-Strike-out-version.pdf>). Should this version be inaccurate or incomplete, then so is our feedback.

2.2.3(b)(ii). The addition of “... *and will be updated to ensure it remains accurate and correct during the lifecycle of the domain name*” is not a defined process. It is impossible for this to occur continuously (for example when a registrant moves address but prior to the new address being updated). What is the length of the remediation window? How is it monitored? How is it enforced? What happens in the scenario where a registrant opts not to renew a domain but it remains registered as a result of the registry “Auto Renew” process? These are all questions we have raised with DNCL in the past (which have been ignored) and are material to its practical implementation. Time to remediate is partially addressed in 12.2.15(b) where it states “*the timeline specified by DNC in any request to the Domain Name Holder*” (however see comment below).

8.2.16(e). We note reference to “powers” to remove a Registrars authorisation, but no reference to the process itself, independent appeal process or independent oversight of these decisions. When combined with exclusions of liability this allows DNCL to act retributively and coercively. This runs contrary to established principles of accountability and good governance, accordingly we reject this change.

6.2.7 [et al]. We have no issue with the “Domain Lock” functionality in principle, but once again this process is not defined. How will it work exactly? How is approval granted? What is the workflow? How are exceptions handled? There has been no test environment or process map provided. It is frustrating that INZ and DNCL continue the same mistakes, rolling out an “idea” before a “process” that has been properly vetted and tested by industry participants.

8.2.4(m). The addition of “*advise DNC if they become aware that the Domain Name Holder does not meet the criteria to apply to register a .nz domain name as provided in clause 2.2.1*” places the burden on registrars unnecessarily. We have raised previously with the DNCL (again it was ignored) that it has the ability to validate contact details automatically, without the need to involve registrars - ignoring this in favour of pushing obligations on to registrars is an unwarranted, costly and a superfluous manual process.

11.2.2. We reject any change or clause that gives DNCL “*sole discretion*” to make decisions in the absence of any independent appeal process and independent oversight of these decisions. When combined with exclusions of liability this allows DNCL to act retributively and coercively. This runs contrary to established principles of accountability and good governance.

11.2.3(b). We reject any change or clause that gives DNCL “*sole discretion*” to make decisions in the absence of any independent appeal process and independent oversight of these decisions. When combined with exclusions of liability this allows DNCL to act retributively and coercively. This runs contrary to established principles of accountability and good governance.

11.2.11. This amendment has not been correctly highlighted in the document.

12.2.8. We reject any change or clause that gives DNCL rights to “*take any action or impose any measure it considers appropriate to remedy the breach or encourage greater compliance*” in the absence of any independent appeal process and independent oversight of these decisions. Here the text explicitly states the intention is for DNCL to act coercively. When combined with exclusions of liability this also allows DNCL to act retributively. This runs contrary to established principles of accountability and good governance.

12.2.11(d). We reject any change or clause that gives DNCL rights to take “*any other action DNC considers appropriate in the circumstances*” in the absence of any independent appeal process and independent oversight of these decisions. When combined with exclusions of liability this allows

DNCL to act retributively and coercively. This runs contrary to established principles of accountability and good governance.

12.2.15(b). This ambiguously refers to a “*timeline specified by DNC in any request*”. In line with INZ and DNCL’s commitment to equity, fairness and transparency, this period should be fixed, uniform and explicitly published in the “.nz Rules” (or a schedule to it).

12.2.15(d). Wording of this clause is capricious. It must afford a registrant (or their beneficiary) sufficient warning and time to remediate any breach, again this is a fundamental tenet of equity and fairness.

12.2.16/17. We have and continue to reject the use of “Compliance Locks” (ref: our feedback 22 May 25 <https://internetnz.nz/assets/Archives/nz-Rules-consultations-/Minor-amendments-2025-submissions-received-as-at-close-6-June-2025.pdf>). None of the safeguards or process definitions requested have been provided and we continue to call for their complete removal for the reasons outlined – including our position that:

- 1) they defeat the purpose for which they were designed (eg. blocking the ability of a registrant to bring their registration into compliance). DNCL cannot on one hand require a contact record update and on the other block a registrant’s ability to comply;
- 1) they add no additional functionality INZ does not already possess, they are simply a coercive tool for use by DNCL;
- 2) these locks have been used abusively by DNCL in the past;

Furthermore, in the absence of any independent appeal process, independent oversight of these decisions, and when combined with exclusions of liability this allows DNCL to act retributively and coercively. This runs contrary to established principles of accountability and good governance.

12.2.19. This clause is particularly troubling “*To the extent permitted by Law, DNC, nor the Commissioner, DNC’s personnel, InternetNZ or InternetNZ’s personnel or any of their related parties shall not be liable for any direct or indirect loss or damage suffered by a Domain Name Holder or Registrar or any third party, arising out of any act or omission in connection with the exercise in good faith of the powers provided for in these .nz Rules or arising out of any act or omission taken in connection with the Associated Agreements, or otherwise in connection with the operation of .nz or the .nz Register. clauses 12.2.8, and 12.2.16*”. We reject any change or clause that attempts to limit INZ’s and/or DNCL’s accountability for their actions and decisions. Attempting to restrict their liability to any and all persons and entities, irrespective of whether or not they are parties to the Associated Agreement, is the epitome of overreach, bad faith and unenforceable.

SUMMARY

It remains the ongoing position of TDNC that the .nz namespace is too important to rely on hope that its stewards will act competently, fairly and in good faith.

Billions of dollars of commerce rely on .nz, there must be checks and balances on INZ and DNCL to ensure they are held accountable for their actions and decisions, including an independent appeals process and independent oversight of their conduct. These are fundamental democratic principles that must be respected to ensure fairness, transparency and equitable treatment of all stakeholders.

The Domain Name Company Limited
15 September 2025

Submission 5: Mercedes Vivó

Question 1: Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

The definitions seem fine and hopefully they will eventually update the Registrar Authorisation Agreement to match. Domain Name Holder Agreement Core Terms and Conditions means “the minimum terms and conditions to be incorporated into the Domain Name Holder Agreement, as set out in Schedule 2 of the Authorisation Agreement.”

Please could you point us to Schedule 1 and 2 of the Authorisation Agreement?

Question 2: Do you have any feedback on the drafting of the exclusion of liability clause?(Amended clause 12.2.19 of the proposed.NZ Rules.)

The exclusion of liability in clause 12.2.19 excludes all direct and indirect loss caused by Internet NZ and DNC and their personnel arising out of the Associated Agreements which include the Authorisation Agreement. This is similar to the exclusion clause 13 in the Authorisation Agreement, except that clause 13.6 of the Authorisation Agreement says that the exclusion does not apply to the indemnity in clause 15 of the Authorisation Agreement concerning take downs.

Could clause 12.2.19 of the Rules be amended to state that it does not apply to the indemnity in clause 15 of the Authorisation Agreement?

Question 3: Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(b) of the proposed .nz Rules.)

Yes, we agree with this point. This is a requirement currently being applied in other Registries. As a suggestion, it may be helpful to establish a clear process for companies and registrars to update the Domain Name Holder (DNH) in cases of entity dissolution, acquisition, or similar changes.

In our experience, clients sometimes forget to notify us of such changes, only realizing or informing us much later. In other instances, we must wait until the trademarks have been formally transferred to the new holder before the DNH can be updated and this could take some time.

Question 4: Do you agree with a requirement that accuracy of the data – used to register a domain name – should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

Yes agreed but a suggestion for point 2.3.11. (b):

Could this be amended to first introduce a warning system for the registrar (and the DNH, if applicable), notifying them that the domain is failing validation checks? The warning would provide a [7- or 10-day] grace period to resolve the issue. If the issue is not resolved within that timeframe, the domain would then be removed from the name servers.

This approach highlights the issue and serves as a warning to users and registrars, ensuring they are aware of the problem.

Question 5: Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(d) of the proposed .nz Rules.)

In addition to the DNH, is the registrar also contacted or copied on the initial warnings that outline the timeline for resolving the issue? If that's not the case, could the registrar be included in these communications so they can also follow up directly with the DNH to support and speed up the validation?

Question 6: Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

No comments.

Question 7: Do you have any comments on the proposed domain lock provision?

6.2.8 – Agree

6.2.11 – Agree, for point 6.2.11(a) will any written request be acceptable? Such as an email from the authorized representative of the client or registrant?

We agree that locking and unlocking tasks are performed by the Registrar and that only Registrars who have been approved under InternetNZ's application process are able to offer this service.

6.2.14 – Will the registrar be informed that the verification is taken place and that the lock will be applied?

Will the lock be made available in the registrar panel for the registrar to add it when requested? Perhaps this operational part is not yet decided but if the service can be automated it would really help.

Question 8: Any other feedback on proposed amendments? (See the full marked up version on consultation page)

We are not sure we understand clause 6.2.4 (not being amended). It says if the Privacy Option is used the "only contact information that will be displayed in the results returned from a Query Search made under clause 10.2.1 is the Domain Name Holder's and any secondary contacts' name and country information." Does this mean Domain Name Holder's name will be displayed if they have the privacy option?

Will Privacy option be available to organisations?

For clause 6.2.9, what are the minimum requirements? If they are set out in another document, can they be referred to?

Submission 6: Daniel Eisenhut

Question 1: Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

I support clearer, uniform terms across the Rules and related agreements, as this aids consistency and compliance. Please ensure defined terms are used to constrain, not expand, discretion, and that each definition maps to objective criteria in the operative clauses.

Question 2: Do you have any feedback on the drafting of the exclusion of liability clause?(Amended clause 12.2.19 of the proposed.NZ Rules.)

I do not support the clause as drafted. It substantially broadens immunities for DNC, the Commissioner, InternetNZ and related parties. While I recognise the inclusion of “good faith,” the provision would still remove meaningful accountability for consequential harm. Please narrow 12.2.19 to exclude negligence, gross negligence, bad faith, abuse of discretion, or actions inconsistent with the stated natural justice and proportionality requirements in 12.2.10, and provide a clear avenue for redress.

Question 3: Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(b) of the proposed .nz Rules.)

I support the principle that eligibility must be maintained for the life of the domain, as it addresses orphaned names. However, enforcement should follow transparent, proportionate processes with reasonable timelines and an independent right of appeal, rather than timelines set solely by DNC. Please codify minimum notice periods and appeal routes.

Question 4: Do you agree with a requirement that accuracy of the data – used to register a domain name – should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

I agree that registrants should keep registration data accurate and current. Please include graduated compliance steps (notice, cure period, targeted suspension) and ensure process transparency, auditability, and a clear appeals path before punitive action.

Question 5: Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(d) of the proposed .nz Rules.)

I accept suspension as a last resort. The Rules should require clear notice, multiple contact attempts via different channels, reasonable response periods, and an independent review option before suspension takes effect. This balances register integrity with due process.

Question 6: Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

I have significant concerns with the proposed authorisation process. Clauses 11.2.2 and 11.2.3(b) grant DNC “sole discretion,” without defined limits. This creates the

risk of arbitrary or inconsistent decisions. Authorisation rules should be clear, objective, and subject to independent review, not discretionary control.

Question 7: Do you have any comments on the proposed domain lock provision?

The concept of a domain lock can provide important security benefits, protecting registrants from unauthorised changes or transfers. I support its inclusion, provided it is implemented transparently and in a way that registrants can control.

Question 8: Any other feedback on proposed amendments? (See the full marked up version on consultation page)

Excessive discretionary powers: Clauses 12.2.8 and 12.2.11(d) allow DNC to “take any action it considers appropriate.” These powers are too broad, lacking necessary constraints of proportionality and transparency.

Independent oversight: The draft rules contain no mechanism for independent appeal or oversight. This is a serious gap. I strongly recommend establishing an external appeals process (e.g. through an independent panel or ombudsman). This would protect against arbitrary use of powers and provide registrants and registrars with recourse.

Balance of authority and accountability: Taken together, the new clauses grant DNC greater authority while simultaneously removing accountability. This imbalance threatens trust in the .nz domain system. I urge InternetNZ to amend the rules to preserve accountability, fairness, and proportionality in all decisions.

Submission 7: Leanne Kenny

Question 1: Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

No comments.

Question 2: Do you have any feedback on the drafting of the exclusion of liability clause?(Amended clause 12.2.19 of the proposed.NZ Rules.)

We note the addition of ‘...or Registrar...’ as a party that DNC, the Commissioner, DNC’s personnel, InternetNZ or InternetNZ’s personnel would not be liable to and we would reserve our rights in respect of seeking damages for direct or indirect loss or damage.

Question 3: Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(b) of the proposed .nz Rules.)

Yes, we agree that the domain name holder should meet the eligibility criteria for the lifecycle of the domain. However, we would also advocate that where a domain name holder finds that they no longer meet the eligibility criteria they are afforded a period of time to transfer the domain to an entity that does meet the criteria. This will protect against any adverse disruption to the operation of the domain name particularly where it may be being used for commerce.

Question 4: Do you agree with a requirement that accuracy of the data – used to register a domain name - should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

It is sensible and standard practice for registrants to be required to keep their registrant data accurate. However, we would advocate that where the registry identifies a domain name with inaccurate registrant data the registrar should be notified and given the opportunity and time to contact the registrant (their customer) and update the details before the domain suspended.

Question 5: Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(d) of the proposed .nz Rules.)

As a corporate registrar Markmonitor offers a white glove service which means our customers – the domain name holders – expect us to manage their domain details and communicate with the registry on their behalf. We would recommend that DNC contacts the registrar and the domain name holder if they find that the register data is incorrect and provide an opportunity for them to correct the registrant data before the domain is suspended. We would also advocate for DNC to issue a warning to the registrar and domain name holder before any suspension takes place. It is also useful to allow registrars, particularly corporate registrars, to be able to opt out of having emails sent directly to the domain name holder.

Question 6: Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

No comments.

Question 7: Do you have any comments on the proposed domain lock provision?

We are pleased to see that .NZ are supporting a registry lock in the form of the Domain Lock Service as this is a valuable layer of additional security on a domain name holder's domain.

Regarding clause 6.2.14 we can understand why the DNC would want the ability to step in e.g. in the case of an unresponsive registrar, to lock, unlock or cancel the Domain Lock Service however we would want to ensure that this only occurs as a last resort in exceptional circumstances and after thorough investigation as to why the request has not been processed by the Domain Lock Agent.

6.2.11 I think there may be an erroneous 'Agreement' in this clause '...A Domain Lock Agent must only apply the Domain Lock Service to a .n z domain name if the Domain Name Holder Agreement:...' I suspect this should be Domain Name Holder.

6.2.11 b. This clause is confusing to read. Is this clause referring to the Domain Name Holder agreeing to the terms and conditions applicable to the Domain Lock Service rather than 'sets of the terms and conditions'?

6.2.13 There is a typo in this clause: I think it should read '...not been able to do so...' rather than '...not been able to the so...'.

Question 8: Any other feedback on proposed amendments? (See the full marked up version on consultation page)

8.2.2. d iii The phrasing of this part of this clause '...no longer meet the criteria to apply to register...' could be interpreted that this is only relevant at the point of registration, whereas I believe the intention of this clause is that domain name holders should inform the registrar if they no longer meet the registration criteria of a .nz domain name at any point in the lifecycle. Alternative wording could be: '...no longer meets the eligibility criteria for a .nz domain name registration as provided in clause...'

11.2.10.a There is an erroneous 'a' in this clause.

Submission 8: Reuben Jackson

Question 1: Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

I am generally supportive of the proposed changes

Question 2: Do you have any feedback on the drafting of the exclusion of liability clause?(Amended clause 12.2.19 of the proposed.NZ Rules.)

This seems reasonable to me.

Question 3: Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(b) of the proposed .nz Rules.)

For deceased persons, there should be a timeframe allowed during which the executors are confirmed. Kept alive as a going concern by staff and subject to renewal fees being paid, but no changes made to the domain/zone until executors confirmed, perhaps 180 days.

With regards to 12.2.15 I would like the DNC to have the power to preserve the integrity of the NZ register without any delay indicated by 12.2.15.b. Does that sub clause delay the ability for DNC to act? Must DNC wait for all, or any, of sub clauses (a-f)??

Question 4: Do you agree with a requirement that accuracy of the data – used to register a domain name - should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

yes

Question 5: Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(d) of the proposed .nz Rules.)

yes

Question 6: Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

it's ok

Question 7: Do you have any comments on the proposed domain lock provision?

its ok

Question 8: Any other feedback on proposed amendments? (See the full marked up version on consultation page)

Submission 9: Shaun Fisher

Question 1: Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

We support the introduction of clearer, uniform definitions that bring greater consistency across the .nz framework. In particular, defining the Domain Lock Service, Compliance Lock, and Registry Lock Service as separate mechanisms is a welcome move, allowing registrars and holders to better understand their options and obligations. The addition of “Identifiable Individual” is a necessary step to support the identity verification framework, however there needs to be clear consideration given for the obligations required by registrars for this, which shouldn't add additional compliance headaches. We recommend a visual summary or glossary table be published publicly for registrants to easily reference these terms.

Question 2: Do you have any feedback on the drafting of the exclusion of liability clause?(Amended clause 12.2.19 of the proposed.NZ Rules.)

We agree with the need for a clearly defined exclusion of liability clause to manage risk appropriately. However, we recommend ensuring that this clause does not inadvertently undermine the rights of Domain Name Holders - especially in cases where there is proven gross negligence, data breach, or procedural failure. A clause reaffirming commitment to dispute resolution and complaint handling processes (referencing clause 12) may provide appropriate balance.

Question 3: Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(b) of the proposed .nz Rules.)

We support the intent to maintain domain integrity by ensuring holders continue to meet eligibility criteria. However, this must be balanced with procedural fairness. In the case of deceased individuals or dissolved entities, clear timelines and communications should be required before taking action. We also encourage automation or alerts for registrants to verify eligibility periodically rather than purely relying on enforcement.

Question 4: Do you agree with a requirement that accuracy of the data – used to register a domain name - should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

We agree with this requirement, which aligns with good practice across global registries. Ensuring up-to-date registrant data supports operational integrity, facilitates dispute resolution, and enhances security. However, registrants should be reminded of this obligation periodically, perhaps at renewal time, to ensure compliance is practical and not punitive.

Question 5: Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(d) of the proposed .nz Rules.)

This is a reasonable enforcement mechanism, particularly in an era of increasing abuse (e.g. phishing, fraudulent registrations). We support the clause provided:

- There is a clearly documented process for issuing such requests and follow-ups.
- Suspension is reversible upon late compliance.
- There is an appeals process if the registrant disputes the request.

A grace period (e.g. 10 working days) should be enforced before any suspension occurs.

Question 6: Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

We appreciate the clarity added to the Authorisation process. It reinforces trust and professionalism in the .nz registrar ecosystem. The requirement for initial and refresher training is welcomed. We recommend an appeals process or review mechanism for denied applications, and encourage DNC to publish anonymised insights on application outcomes to foster continuous improvement across the sector.

Question 7: Do you have any comments on the proposed domain lock provision?

The Domain Lock Service is a valuable addition for high-security domain environments (e.g. government, finance, critical infrastructure). We support the multi-tiered approach with Registry Lock and Domain Lock. To ensure uptake:

- Guidance should be provided to Domain Name Holders about the difference between Registry Lock and Domain Lock.
- The process to become a Domain Lock Agent should be streamlined but maintain robust standards.
- Cost structures (if any) should be disclosed clearly by registrars offering the service.

Question 8: Any other feedback on proposed amendments? (See the full marked up version on consultation page)

We generally support the direction and structure of the amendments proposed in version 3.3. The updated .nz Rules offer more clarity, enforceability, and operational confidence to all parties in the registry ecosystem.

However, we raise the following recommendations:

- Consider a publicly accessible summary document or infographic to assist small businesses and individuals in understanding key responsibilities under the updated rules.
- Increase public visibility around the role of DNC and its dispute resolution functions, particularly for new registrants.
- Ensure the IRS OTE sandbox/testing platform is setup for registrars to test their compliance against new technical validation rules, particularly DNS and locking features.

Submission 10: Lee Miller

Question 1: Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

The terms accurately reflect the changes to the .nz rules.

Question 2: Do you have any feedback on the drafting of the exclusion of liability clause?(Amended clause 12.2.19 of the proposed.NZ Rules.)

The revised wording of the clause is acceptable.

Question 3: Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(b) of the proposed .nz Rules.)

Yes. This closely follows our own internal procedures with respect to a deceased person or dissolved entity. Having this specified in the agreement will assist us with enforcement.

Question 4: Do you agree with a requirement that accuracy of the data – used to register a domain name – should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

Yes. Mirrors what is already included in our own agreement with Registrants where they are required to inform us of changes to their contact information.

Question 5: Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(d) of the proposed .nz Rules.)

Yes - but at scale the administration and customer experience of this could have detrimental impact to Registrars and Name Holders. I would like to see InternetNZ and DNC work towards implementing an automated mechanism for Registrars to handle communication for validation requests to Name Holders in addition to the DNC communications. The Registrar is the trusted provider in the transaction. Name Holders are not likely to know or trust direct communication from the DNC.

If we could receive messages via the IRS to indicate validation of data required, then we can initiate our own automated requests for validation. If the domain proceeds to suspension, then we should also receive a state change message with reason so we can update our own systems and communicate next steps with the holder.

There should also be a clearly communicated appeals process for holders to follow to swiftly resolve suspension and avoid it becoming a support burden for larger Registrars.

Question 6: Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

No.

Question 7: Do you have any comments on the proposed domain lock provision?

I'm supportive that domain lock is now a Registrar implemented protection. It didn't make sense for the Registry to get involved in offering a lock service, when

the commercial agreement is between the Registrar and Registrant. Registry should not have any contact with Registrants.

Question 8: Any other feedback on proposed amendments? (See the full marked up version on consultation page)

Re: 8.2.4m - advise DNC if they become aware that the Domain Name Holder does not meet

the criteria to apply to register a .nz domain name as provided in clause 2.2.1

I would like clarification on this requirement. As a Registrar responsible for thousands of domains, we already have our own processes to update the record for situations where we become aware that the holder no longer meets criteria. Should we advise you in ALL situations we encounter, or only those where the holder does not take steps to meet the criteria and enforcement may be necessary?

In our case, the later is preferred to avoid administrative burden for both Registrar and DNC.

Submission 11: Noel Reid

Question 1: Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

all good

Question 2: Do you have any feedback on the drafting of the exclusion of liability clause?(Amended clause 12.2.19 of the proposed.NZ Rules.)

OK

Question 3: Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(b) of the proposed .nz Rules.)

Yes

Question 4: Do you agree with a requirement that accuracy of the data – used to register a domain name – should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

Yes

Question 5: Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(d) of the proposed .nz Rules.)

Yes

Question 6: Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

It is rather complicated, but so is the whole structure, with INZ being a wholesaler, and then Registrars and Resellers, before getting to Domain Name Holders !*! Personally, I ask "why couldn't it be shortened/simplified"? We're only a small country...

Question 7: Do you have any comments on the proposed domain lock provision?

no

Question 8: Any other feedback on proposed amendments? (See the full marked up version on consultation page)

Under .nz Principles

I'm concerned about this:

- .nz should support te reo Māori me ōna tikanga and participation in .nz by

Māori

Because you end by stating "The .nz Principles must be taken as a whole and any tensions between them carefully balanced. No principle is dominant over another"

Surely you can anticipate the conflicts this will likely create....

30 September 2025

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**domain name
commissionnz**



Attention: Domain Name Policy Lead

Submission on .nz Rules changes consultation – September 2025

The Domain Name Commission (DNC) is required under the Operating Agreement with InternetNZ, to provide significant input into changes to .nz policies (now known as the .nz Rules). This includes, identifying changes that could better achieve the intended outcomes of the .nz Rules. Where it does so DNC shall notify those to InternetNZ for its consideration. DNC shall provide such support as reasonably required by InternetNZ to enable InternetNZ to develop or modify any .nz Rules.

DNC's submission is provided as follows pursuant to its obligations under the Operating Agreement and is independent of InternetNZ. Overall, DNC supports amendments that help to clarify or resolve ambiguities. This provides clarity for DNC and InternetNZ, as well as for domain name holders and registrars.

Questions for feedback

DNC responds as follows to the questions posed for submitters on InternetNZ's website:

1. Do you have any comments on the uniform terms we are introducing? (See definitions on pages 8 to 10 of the proposed .nz Rules.)

DNC supports the use of these defined terms to aid interpretation and provide consistency of language.

2. Do you have any feedback on the drafting of the exclusion of liability clause? (Amended clause 12.2.19 of the proposed .nz Rules.)

DNC must be able to act without fear or favour. Excluding liability for DNC encourages unbiased and independent decision-making and preserves the effectiveness of DNC's operations.

3. Do you agree with a requirement that eligibility to register a domain name should be maintained during the lifecycle of a domain name? (New clauses 8.2.2(d)(iii), 8.2.4(m) and 12.2.15(d) of the proposed .nz Rules.)

Yes, this is important to maintain the integrity of the .nz Register. If individuals or lawfully constituted entities are required to meet the criteria at the point of

registration, that criteria should be maintained throughout the lifecycle of the domain name. An example of where issues have arisen, is where an NZ Company was a domain name holder but was liquidated and removed from the Companies Office Register during the lifecycle of the domain name but still being used for business activities.

4. Do you agree with a requirement that accuracy of the data — used to register a domain name — should be maintained during the lifecycle of a domain name? (New clause 2.2.3(b)(ii) of the proposed .nz Rules.)

DNC supports the proposed amendment as it creates a positive obligation on the domain name holder to ensure the registration information is correct and to keep it updated. This obligation is also consistent with the existing obligation on DNHs at clause 8.2.2.d of the .nz Rules and enables DNHs to be contacted either for monitoring and compliance purposes or to help in other circumstances eg: if their domain name is compromised among other things.

5. Do you agree that failure to reply to requests for validation of .nz Register data should allow suspension under a Domain Name Commission process? (New clause 12.2.15(b) of the proposed .nz Rules.)

Yes, to maintain the integrity of the .nz Register and to ensure the DNH is contactable.

Refinement of Clause 12.2.15(b):

Pursuant to clause 2.2.2 DNC may request a DNH at any time to provide information to verify their identity. This is different to validating the information in the .nz Register which the proposed clause addresses. It should be refined to capture the obligation on DNHs to verify their identity within the timeframe requested by DNC or DNC can suspend or cancel the domain name.

While DNC supports the addition of clause 12.2.15(b) we recommend the clause is amended to **insert after the words “.nz Register” the words “or verified their identity”** for clarity and for consistency with clause 2.2.2.

6. Do you have any comments on the flow of the Authorisation process? (Clause 11 of the proposed .nz Rules.)

DNC supports the proposed changes, as they appropriately set out the process of applying for registrar authorisation, assist DNC in obtaining the appropriate level of detail, and clarify the effective date on which a registrar may carry out its role as a .nz authorised registrar.

They also provide important clarity to all parties involved in .nz about the process and effects of removing registrar authorisations.

7. Do you have any comments on the proposed domain lock provision?

DNC supports the proposed amendments, as they are required for DNC to carry out its functions, especially those detailed in clause 8.2.16 of the .nz Rules, in

respect of the forthcoming Domain Lock product. However, DNC suggest the following minor amendment is made:

Delete the word ‘of’ from clause 6.2.11.b. for clarity.

8. Any other feedback on proposed amendments?

a. Clause 12.1.4 (complaints and enforcement):

Re proposed clause 12.1.4, DNC would support this clause provided the following amendment is made (if the amendment is not made, DNC does not support the proposed clause):

After the words “... to its terms” add the following words “in consultation with DNC.”

DNC has an obligation to recognise, promote and protect the rights of domain name holders under clause 8.2.16.c. of the .nz Rules. If InternetNZ were to suspend a registrar’s access to the registry system or terminate the Connection Agreement then DNC needs to be aware in advance in order to ensure a plan is in place or provision made so that current domain name holders are not negatively impacted, and are able to continue to deal with their domain names (eg: transfer out, update their contact details etc).

b. Optional/Additional Features (Section 6 and clause 6.1.1, clause 7.1.4, and clause 10.1.1.b):

DNC supports the proposed changes including the express clarification that registrars must provide the Privacy Option to domain name holders if requested.

c. Other consequential changes and minor amendments (various clauses):

DNC supports the other consequential changes and minor amendments made for clarity and note many of these relate to the change from the SRS to the IRS and DNC now having the ability to carry out certain functions itself.

9. Additional request for minor amendments to clause 8.2.6:

Clause 8.2.6 of the .nz Rules currently reads:

‘A Registrar or Reseller must not register or update a name to be registered in its own name unless the Registrar or Reseller intends to use the domain name itself. A Registrar must not enter into a lease, licence or any other arrangement with a third party resulting in the Registrar or Reseller registering a domain name in that Registrar or Reseller’s own name but held for the benefit of that third party.’

DNC considers the clause creates two issues as currently drafted.

- (1) It appears that the words '*... or Reseller...*' have been omitted in error after the words '*A Registrar...*' in the second sentence. DNC suggests this is in error as the rest of the sentence indicates that the words '*or Reseller*' was intended to be included as it is referred to further on and does not make sense without the inclusion at the beginning.
- (2) The first sentence of clause 8.2.6 clearly prohibits registrars and resellers from carrying out a new registration or updating an existing registration that would have the effect that the domain name is registered in the name of the registrar or reseller. However, it is ambiguous whether a registrar or reseller can continue to hold an existing domain name in the registrar or reseller's own name (its implied but not expressly excluded). To provide more clarity and certainty DNC recommends the following minor amendments which we consider are 'tidy ups' are made to the clause:

Draft clause 8.2.6 (strikethroughs = suggested deletions. Underlined = suggested additions):

8.2.6 A Registrar or Reseller must not register, hold or update a .nz domain name ~~to be registered~~ in its own name unless the Registrar or Reseller intends to use the domain name itself. A Registrar or Reseller must not enter into a lease, licence or any other arrangement with a third party resulting in the Registrar or Reseller registering a domain name in that Registrar or Reseller's own name but held for the benefit of that third party.

Ngā mihi



Barbara Pearce
Domain Name Commissioner
Domain Name Commission