

## Detailed summary of proposed changes

Additional wording is underlined. Deleted wording is struck through.

References to DNC are to the [Domain Name Commission](#).

	Clause	Reason for amendment	Text change
1.	Introduction - The main participants in .nz	The role of DNC is not to manage .nz but only certain functions specified in the Operating Agreement.	Change statement that DNC manages .nz - to manages <u>aspects of</u> .nz (as set out in the <a href="#">Operating Agreement</a> .)
2.	Introduction - Add Important Agreements section	The regulatory scheme includes an Authorisation Agreement, Connection Agreement, and Domain Name Holder Agreement.  To increase transparency and accessibility, these agreements will be introduced in the .nz Rules.	A brief overview of these agreements is provided.
3.	New definition	The Scheme is currently listed as 'Dispute Resolution Scheme' - but the correct term is '.nz. Dispute Resolution Scheme'.	The defined term is now named '.nz. Dispute Resolution Scheme'.
4.	New definition	A definition of Associated Agreements is needed as this appears throughout the .nz Rules	<b>Associated Agreements</b> means the Authorisation Agreement and Connection Agreement and any other agreements that support the

			management of .nz including agreements entered into by Registrars regarding connection testing and warranties given by applicants seeking registrar status
5.	New definition	A definition of Authorisation Application is needed as this is now a term used in the Authorisation process specified in Clause 11 of the .nz Rules	<b>Authorisation Application</b> means the application submitted to DNC requesting authorisation to be a Registrar and includes any other supporting information provided as part of the application process that DNC relied on to assess the application
6.	New definition	A definition of Authorisation Date is needed as this is a key date in the Authorisation process specified in Clause 11 of the .nz Rules	<b>Authorisation Date</b> is the date that a Registrar's Authorisation comes into effect as specified in clause 11.2.7
7.	New definition	A definition of Domain Lock Agent is needed as this is a key term in the new Domain Lock product framework specified in Clause 6 of the .nz Rules	<b>Domain Lock Agent</b> means a Registrar who has been approved by InternetNZ as a Domain Lock Agent under clause 6.2.9 and has signed the Domain Lock Agreement
8.	New definition	A definition of Domain Lock Agreement is needed as this is a key term in the new Domain Lock product framework specified in Clause 6 of the .nz Rules	<b>Domain Lock Agreement</b> means an agreement entered into between InternetNZ and a Registrar who has first been approved by InternetNZ to be a Domain Lock Agent. The Domain Lock

			Agreement specifies the obligations and specifications for the operation of the Domain Lock Service, and is an addendum to the Connection Agreement
9.	New definition	A definition of Domain Lock Service is needed as this is a key term in the new Domain Lock product framework specified in Clause 6 of the .nz Rules	<b>Domain Lock Service</b> means the Domain Lock Service provided under clause 6 to reduce the risk of unauthorised changes to a .nz domain name's registration
10.	New definition	A definition of Domain Name Holder Agreement is needed as this term appears throughout proposed version 3.3 of the .nz Rules  The definition increases transparency of the components of the .nz Scheme	<b>Domain Name Holder Agreement</b> means the agreement between the Registrar and the Domain Name Holder that contains the terms and conditions for managing .nz domain names
11.	New definition	A definition of Domain Name Holder Agreement Core Terms and Conditions is needed as this appears throughout proposed version 3.3 of the .nz Rules  The definition increases transparency of the components of the .nz Scheme	<b>Domain Name Holder Agreement Core Terms and Conditions</b> 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

12.	Amended Definition	<p>The eligibility criteria refers to a person registering a domain name being an ‘Identifiable Individual’ over the age of 18 or lawfully constituted entity.</p> <p>Domain names have been identified as held in the name of deceased persons and it’s desirable to clarify that domain names are not to be held in the name of deceased persons, but should be held by <b>living</b> persons.</p>	<p><b>Identifiable Individual</b> means an <u>living</u> individual who can be identified through relevant information, including but not limited to verifiable identification such as a passport or drivers licence</p>
13.	Deleted definitions	<p>The terms ‘Name Server Data’ and ‘Registry Lock Service’ are no longer used in the .nz Rules and so are deleted</p>	<p>See changes in 2.3.9 - 2.3.11 and Clause 6 of the .nz Rules.</p>
14.	New Operational Rule for registration of a Domain Name	<p>Parties being contactable and providing accurate data - when they register a domain name - contributes to trust and safety in the .nz space.</p> <p>There is currently no clear requirement that registration data must be accurate and that it is to be kept up to date during the lifecycle of a domain name. This is introduced in this amendment.</p>	<p>Add 2.2.3(b)(ii)</p> <p>The applicant agrees that:</p> <p>...</p> <p>the information provided by the applicant to register a domain name is accurate and correct and will be updated to ensure it remains accurate and correct during the lifecycle of the domain name</p>

15.	New Procedure and requirements	<p>The requirements about name servers were confusing.</p> <p>The amendment makes the requirements clearer.</p>	Amendments made to clause 2.3.9 - 2.3.11.
16.	New Policy Provision	<p>This amendment clarifies that the Privacy Option must be offered by Registrars.</p> <p>This requirement was made mandatory in 2018 but the drafting in the 2022 release .nz Rules (still in place) was ambiguous in respect of this.</p>	<p>Amend clause 6.11.</p> <p><u>Registrars must provide to Domain Name Holders, who apply for it and meet the eligibility requirements of clause 6.2.1, the Privacy Option which</u>  <del>Domain Name Holders who are individuals not engaged in trade to any significant extent will be able to choose a Privacy Option that</del> limits the information released in relation to a specific .nz domain name under clause 10 (Information Management).</p>
17.	Clause 6 - Locking product renamed and Operational rules varied	The proposed lock is no longer a Registry Lock but is a lock provided by Registrars that InternetNZ is providing as an optional/additional service.	Drafting changes throughout Clause 6 to reflect the different approach to the domain lock being offered.
18.	New Operational Rule - Domain Name Holder Obligation	The eligibility criteria in clause 2.2.1 requires that applications for domain names must be made by Identifiable Individuals over the age of 18 of lawfully constituted entities.	<p>Add 8.2.2(d)(iii)</p> <p>The Domain Name Holder must:  .....</p>

		<p>There are instances where domain names are being maintained and renewed in the name of deceased parties or dissolved companies.</p> <p>To make clear that the eligibility criteria must maintain throughout the lifecycle of the domain name registration, changes are proposed to 8.2.2(d), 8.2.4(m) and 12.2.15(d).</p>	<p>(d) keep the Registrar informed of: .... (iii) a change in circumstances that means that the Domain Name Holder no longer meets the criteria to apply to register a .nz domain name as provided in clause 2.2.1 and:</p> <ol style="list-style-type: none"> <li>1. in the case of a deceased person, this obligation must be fulfilled by the Estate</li> <li>2. in the case of a dissolved entity, this obligation must be fulfilled by the entity's officers at dissolution.</li> </ol>
19.	New Operational Rule - Registrar Obligations	Promotes the integrity of the eligibility criteria referred to above.	<p>Add 8.2.4(m)</p> <p>The Registrar must:</p> <p>m. advise DNC if they become aware that the Domain Name Holder no longer meets the criteria to apply to register a .nz domain name as provided in clause 2.2.1</p>
20.	New Operational Rule - DNC obligations	<p>The role of DNC includes monitoring but this isn't specified in the role description provision.</p> <p>Also, as currently drafted, 8.2.17 requires that DNC authorise Registrars, but doesn't refer to the</p>	<p>Amend 8.2.16:</p> <p>DNC <u>role is to</u> <del>must</del>:</p> <ol style="list-style-type: none"> <li>a. <u>monitor compliance with and enforce these .nz Rules</u></li> </ol> <p>.....</p>

		ability to decline. DNC's role in authorisation is clarified.	e. <del>authorise Registrars</del> <u>assess applications for Registrar authorisation and determine whether to grant or decline them</u> and, if appropriate, remove a Registrar's authorisation
21.	Authorisation of Registrars	The Authorisation process flow was unclear and did not clearly articulate the role of DNC and InternetNZ which could be confusing to applicants seeking to be Registrars.  The changes clarify the process flow.	Clause 11 is redrafted to improve clarity and to make clear the authorisation process flow.  A key defined 'Authorisation Date' is introduced which allows for a clear commencement date for Registrar responsibilities.
22.	New Policy - Complaints and Enforcement	Currently the .nz Rules require that DNC consults InternetNZ on the enforcement of the Authorisation Agreement and Connection Agreement but, to reflect DNC's independence, it is considered more appropriate that DNC is able to enforce the Authorisation Agreement without consulting InternetNZ.  InternetNZ enters into the Connection Agreement with Registrars but the .nz Rules omit the position regarding InternetNZ's ability to enforce the Connection Agreement, despite it being the contracting party. The change makes	12.1.3 is amended to remove the consultation requirement when DNC is enforcing the Authorisation Agreement.  12.1.4 is introduced to clarify that InternetNZ may enforce the Connection Agreement.

		clear that InternetNZ (who is a party to the Connection Agreement) can enforce the Connection Agreement.	
23.	New Operational Rule - General Actions	This is a change to enforcement action process; the DNC can now technically make changes to the .nz Register without going through InternetNZ, so the words 'directing InternetNZ to' should be removed from 12.2.11.	Amend 12.2.11 Examples of the actions DNC can take under clause 12.2.8 include: a. <del>directing InternetNZ to</del> <u>correcting</u> any details in the Register b. <del>directing InternetNZ to</del> <u>transferring</u> a .nz domain name to a new Registrar c. <del>directing InternetNZ to</del> <u>cancelling</u> a .nz domain name d. .....
24.	New Operational Rule - Actions in relation to Domain Name Holders	Parties being contactable and providing accurate data - when they register a domain name - contributes to trust and safety in the .nz space. This enforcement provision, which provides that failure to validate accuracy of information when asked to by the DNC, may lead to suspension or cancellation of a domain name supports the goal of ensuring that the .nz Register contains accurate data.	Add 12.2.15(b)  DNC must not suspend or cancel a .nz domain name under clause 12.2.8 unless DNC determines that: [.....] b. the Domain Name Holder has not validated the accuracy of the information in the .nz Register associated with the Domain Name Holder's .nz domain name within the timeline specified by DNC in any request to the Domain Name Holder

25.	New Operational Rule - Actions in relation to Domain Name Holders	This enforcement provision promotes the integrity of the eligibility criteria (domain name registration details are to be held by Identifiable Individuals or lawfully constituted entities) by providing the DNC with a power to suspend or cancel.	<p>Add 12.2.15(d)</p> <p>DNC must not suspend or cancel a .nz domain name under clause 12.2.8 unless DNC determines that: [.....]</p> <p>d. the Domain Name Holder no longer meets the criteria to apply to register a .nz domain name as provided in clause 2.2.1</p>
26.	New Operational Rule - Actions in relation to Domain Name Holders	Currently, clause 12.2.18 excludes liability for DNC and the Commissioner for actions taken in good faith. It refers to enforcement of powers in clause 12.2.8 and 12.2.16 but not other enforcement powers or actions and does not cover other actions that InternetNZ personnel are empowered to take under the .nz Rules. The exclusion of liability clause should be amended to exclude liability for actions taken in good faith.	<p>Amended clause 12.2.19</p> <p><u>To the extent permitted by Law, DNC, <del>nor</del> the Commissioner, DNC's personnel, InternetNZ or InternetNZ's personnel</u> or any of their related parties shall not be liable for any direct or indirect loss or damage suffered by a Domain Name Holder <u>or Registrar</u> 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 <u>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.</u></p>

27.	Throughout	Defined terms within the rules should be easily identified by using capitals and should match the term in the definition section.	<p>References to ‘associated agreements’ are changed to ‘Associated Agreements’ (capitalised ‘A’s).</p> <p>References to ‘the Agreement between the Domain Name Holder and their Registrar’ are now uniformly changed to ‘<u>Domain Name Holder Agreement</u>’.</p> <p>References to ‘DS record List’ is ‘DS Record List’ (capitalised ‘R’).</p> <p>Miscellaneous typographical errors corrected.</p>