

## Compliance Policy

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## Classification

Public

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# 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.

**Applicant** means a natural person, company or organisation in whose name an Application is submitted.

**Application** means the complete and technically correct request for a domain name, which complies with this policy and any other policy issued by us, or ICANN.

**DNS** means the 'Domain Name System' that is a distributed database and hierarchical global infrastructure deployed on the Internet and private IP-based networks used to resolve domain names into IP addresses.

**ICANN** means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.

**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 registrar 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 .sydney

**We, us** and **our** means AusRegistry International ACN 103 729 620 as the designated representative of The State of New South Wales through the Department of Premier and Cabinet, or our designated representatives.

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

## 2 About this document

This document describes our compliance with policies and procedure adopted by ICANN that relate to the management of the TLD.

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### 3 Purpose

The purpose of this policy is to describe our intent to comply with policies and procedure adopted by ICANN that relate to the management of the TLD. We have developed this policy with reference to applicable industry standards and ICANN mandated requirements, and to meet our operational requirements for the TLD.

All domain names in the TLD are subject to this and our policy issued by us. Further policy and procedure in relation to the TLD can be found at the following link: <http://nic.sydney/>

## 4 Policy statement

### 4.1 Add Grace Period Limits

#### What is the Add Grace Period?

The Add Grace Period is the period following the initial registration of a domain name and is intended to allow for the 'no-cost cancellation' of domain name registrations resulting from errors by Registrars and Registrants. Details about our domain name lifecycle can be found in our Domain Name Lifecycle Policy at the following link: <http://nic.sydney/>

In providing an Add Grace Period, ICANN requires that both we, in the management of the TLD, and Registrars, comply with ICANN's Add Grace Period Limits Policy.

Details about ICANN's Add Grace Period Limits Policy can be found on the ICANN website at the following link: <https://www.icann.org/resources/pages/registrars/consensus-policies-en>

#### Why are there Add Grace Period Limits?

Add Grace Period limits were introduced to provide an upper limit on the number of refunds a Registrar can request for domain names created in error. This limit was needed to protect against potential abuse of this functionality.

Where the limit is exceeded, any additional cancellations may not be eligible for a refund.

The limit in the Add Grace Period Limits Policy is applied on a monthly basis.

#### Exemptions to the Add Grace Period Limits Policy

In the application of the Add Grace Period Limits Policy we may grant a Registrar an increase to the threshold imposed for a particular month. An increase may be granted where a Registrar has applied to us to request such, and may or may not be granted at our sole and reasonable discretion.

The request for exemption must (amongst other things) describe why the surrounding circumstances were not known, or could not have been reasonably known by the Registrar, at the time the domain names were deleted; and how these circumstances were outside of the Registrar's control.

#### Exemption requests

At the conclusion of any month, a Registrar has until the end of the following month to supply a request for exemption. A request must include the following information:

- Registrar name;
- IANA ID number;
- Date of Request;



- Date the domain names were deleted;
- Number of domain names deleted;
- List of domain names affected;
- Extraordinary circumstance/reason for submitting the Request and how these circumstances were outside of the Registrar's control; and
- A statement that the information in the Request is true to best of the Registrar's knowledge.

The exemption request must also be accompanied by the relevant fee, if any. Information relating to the particular circumstance must be described and provided with supporting documentation. We may from time to time, require additional information to process a request for exemption.

### Record keeping and reporting

We will maintain information pertaining to a Request for a minimum of one year, or longer where required to do so. Where requested we may provide such information to ICANN.

We will also provide in our reporting to ICANN for each Registrar the:

- Number of exemption requests;
- Number of exemptions granted; and
- Number of domain names affected by a granted Request.

## 4.2 Inter-Registrar Transfer Policy

### What is the Inter-Registrar Transfer Policy?

The Inter-Registrar Transfer Policy is a policy adopted by ICANN. The purpose of the policy is to ensure that a registrant of a domain name can easily transfer the sponsorship (management) of the domain name from one Registrar to another, where such transfer is not prohibited by ICANN or our policy.

ICANN requires that that both we, in the management of the TLD, and Registrars follow the Inter-Registrar Transfer Policy.

Details about the Inter-Registrar Transfer Policy can be found on the ICANN website at the following link: <https://www.icann.org/resources/pages/registrars/consensus-policies-en>

### Our role in the Inter-Registrar Transfer Policy

Our role in the Inter-Registrar Transfer Policy is to:

- Provide the Service such that domain name transfers can occur as described in the Inter-Registrar Transfer Policy; and
- Reverse a transfer under the conditions described in the Inter-Registrar Transfer Policy.

## Use of authInfo in domain name transfers

The following is provided for the purpose of clarity.

The 'authInfo' is a password that is generated by a Registrar for each domain name. An authInfo may be required for certain transactions that are made with a Registrar, including transferring a domain name.

We enforce complexity requirements on an authInfo, whereby it must:

- Contain at least 1 letter that is, a-z, A-Z;
- Contain at least 1 number that is, 0-9;
- Contain at least 1 punctuation or special character, for example, % or &, or @; and
- Be at least 8 characters in length, and no more than 32 characters in length.

A registrant may request their domain name's authInfo from their Registrar, and a Registrar MUST not withhold the information.

## What is the Registrar Transfer Dispute Resolution Policy?

The Registrar Transfer Dispute Resolution Policy is a policy adopted by ICANN. The purpose of the policy is to deal with dispute proceedings arising from a Registrar's alleged failure to abide by the Inter-Registrar Transfer Policy.

ICANN requires that both we (in the management of the TLD) and Registrars comply with the Registrar Transfer Dispute Resolution Policy.

A Registrar may choose to file a dispute with one of the dispute resolution providers at the following link: <http://www.icann.org/en/help/dndr/tdrp/providers>

Details about the Registrar Transfer Dispute Resolution Policy can be found on the ICANN website at the following link: <http://www.icann.org/en/resources/registrars/transfers>

## 4.3 Trademark Post-Delegation Dispute Resolution Procedure – PDDRP

### What is the Trademark Post-Delegation Dispute Resolution Procedure?

The Trademark Post-Delegation Dispute Resolution Procedure is a procedure which has been developed by ICANN to handle complaints; where the complainant may assert that it is a trademark holder for whom one or more of its marks have been infringed, and thereby the complainant has been harmed by the manner of operation or use of the TLD.

The Trademark Post-Delegation Dispute Resolution Procedure details the basis on which a complaint can be made and the processes involved. Details about the Trademark Post-Delegation Dispute Resolution Procedure are on the ICANN website at the following link:

<http://newgtlds.icann.org/en/program-status/pddrp>

## **Our role in the Trademark Post-Delegation Dispute Resolution Procedure**

Our role in the Trademark Post-Delegation Dispute Resolution Procedure is to respond to a complaint as described in the procedure, and to implement the recommendations of the provider appointed to hear claims made as a result of the Registry Restrictions Dispute Resolution Procedure.

### **4.4 Uniform Domain Name Dispute Resolution Policy – UDRP**

#### **What is the Uniform Domain Name Dispute Resolution Policy?**

The Uniform Domain Name Dispute Resolution Policy (often referred to as ‘UDRP’) is policy that all ICANN accredited Registrars must follow, and is included in registration agreements for all ICANN accredited Registrars.

Under the Uniform Domain Name Dispute Resolution Policy, most types of trademark-based domain-name disputes must be resolved by agreement, court action, or arbitration before a Registrar deletes, or transfers a domain name.

Details about the Uniform Domain Name Dispute Resolution Policy can be found on the ICANN web site at the following link: <http://www.icann.org/en/resources/registrars/consensus-policies>

#### **Our role in the Uniform Domain Name Dispute Resolution Policy**

Our role in the Uniform Domain Name Dispute Resolution Policy is to facilitate a Registrar's application of the policy. We will not make any determinations about a domain name or its use in relation to the Uniform Domain Name Dispute Resolution Policy.

### **4.5 Uniform Rapid Suspension – URS**

#### **What is the Uniform Rapid Suspension system?**

The Uniform Rapid Suspension system (often referred to as ‘URS’) is a dispute resolution mechanism adopted by ICANN; designed to provide rapid relief to trademark holders for the most clear-cut cases of trademark infringement, offering cheaper and faster responses than the Uniform Dispute Resolution Policy (UDRP).

ICANN requires that both we (in our management of the TLD) and Registrars follow the Uniform Rapid Suspension system.

In order to operate the TLD we have entered into an agreement with ICANN, which (amongst other things) describes the requirements that we have in relation to the Uniform Rapid Suspension system.

Details about the Uniform Rapid Suspension system can be found on the ICANN web site at the following link: <http://newgtlds.icann.org/en/applicants/urs>

In accordance with our agreement with ICANN, we will comply with an instruction received from a Uniform Rapid Suspension system provider (issued in accordance with the Uniform Rapid Suspension system) to take action with regard to a domain name.

## Our role in the Uniform Rapid Suspension system

Our role in the Uniform Rapid Suspension system is to act on instruction from a Uniform Rapid Suspension system provider. We will not make any determinations about a domain name or its use in relation to the Uniform Rapid Suspension system.

We will act in accordance with the URS Technical Requirements Document (which describes how we and Registrars will implement the Uniform Rapid Suspension system technical requirements and which can be found at the following link: <http://newgtlds.icann.org/en/applicants/urs>) which includes, but is not limited to, the activation of URS Lock, URS Suspension or Non-URS State (URS Rollback) as they are described in that document.

### Our application of URS Lock

Following receipt of official notification from a Uniform Rapid Suspension system provider, we will:

- Within the specified timeframe of receipt of such notification, take action to restrict all changes to the registration data, including transfer and deletion of the domain name, but allow the domain name to continue to resolve in the DNS ('lock' the domain name); and
- Upon locking the domain name, promptly notify the Uniform Rapid Suspension system provider.

### Our application of URS Suspension

Following receipt of official notification from a Uniform Rapid Suspension system provider, we will:

- Within the specified timeframe of receipt of such notification, cause the domain name to be delegated to name servers operated by the Uniform Rapid Suspension system provider who will redirect it to a webpage mentions that the domain name has been suspended because of a Uniform Rapid Suspension complaint;
- Cause the WHOIS results for the domain name to reflect that the domain name cannot be transferred, deleted or modified — which will subsist for the term of the registration of the domain name; and
- Upon completion of the above, promptly notify the Uniform Rapid Suspension system provider.

During the term in which a domain name is subject to a URS Suspension, we will allow the domain name registration period to be extended in accordance with the URS Technical Requirements Document. In such cases, it is the responsibility of the Registrar to accept and process payments for the renewal of the domain name.

### **Our application of Non-URS State (URS Rollback)**

Where we are instructed by the Uniform Rapid Suspension system provider to restore the original information of the domain name, we will within the specified timeframe:

- Un-Lock the domain name;
- Return full control of the domain name registration to the Registrant; and
- Upon restoring the original information of the domain name, promptly notify the Uniform Rapid Suspension system provider.

## 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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