



Draft Registry Lock Service Terms and Conditions

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Please direct all comments to legal@registry.net.za

1 Introduction

A Registry Lock is a manual process initiated by Registrars to mitigate the risk of domain name tampering or inadvertent modifications. Registrars typically only apply for a registry lock on behalf of their customers, for their most valuable domain names.

A Registry Lock is achieved by associating certain statuses to a domain name at the Registry level, meaning that a Registrar cannot update, delete or transfer a domain name by accident. Registry Lock is a widely used out-of-band service between registrars and registries, usually attracting a premium fee for the service.

Typically registries may charge an annual fee for the service for each domain name locked, which may enable a defined number of locking and unlocking of domain names for the paid period. At the end of each paid period, Registrars may renew the service.

2 Benefits

The benefits of a Registry Lock include:

- a. Increased domain name security for registrants
- b. Peace of mind for registrars and registrants
- c. Additional source of revenue for both registries and registrars
- d. Higher quality of registrant data in the registry database

The overarching benefit of the Registry Lock Service is that a domain name is secure in a zone, preventing any amendments in the event that a Registrar's account gets compromised, a Registrant's account with the Registrar gets compromised, or a Registrar performs erroneous technical commands either through their own automated processes or misdirected by the actions of the Registrant.

3 Scope of Registry Lock Service

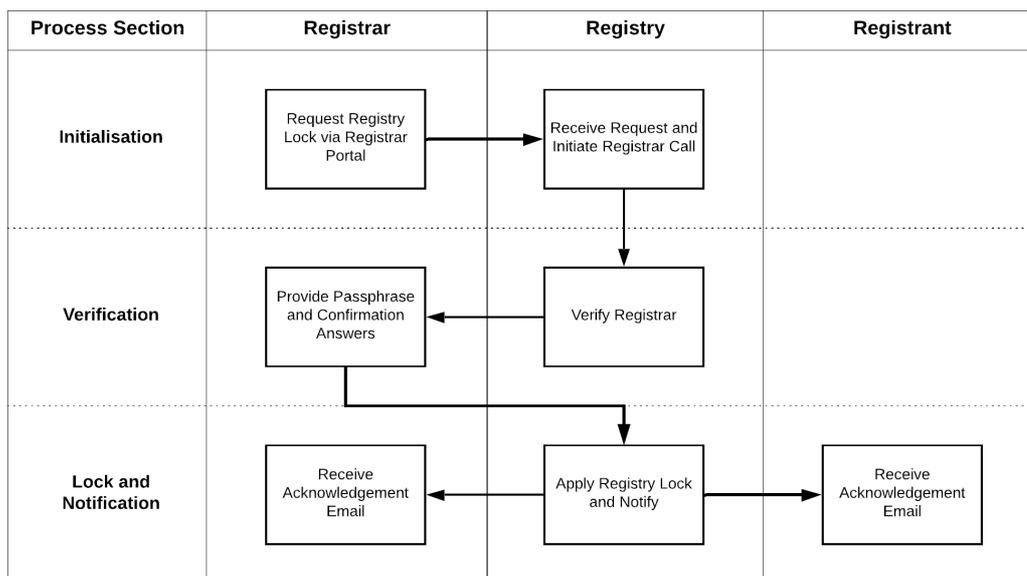
Registry Lock shall be available as a value added service at the option of all ZACR-accredited Registrars for all the domain names that are currently managed by the ZA Central Registry NPC ("ZACR") and any future such zones that may be added to ZACR's mandate. Currently, the following domain name extensions fall within the scope of this service: *co.za/net.za/org.za/web.za; and .africa .capetown, .durban and .joburg.*

4 Registry Lock Service Fee

The Registry will charge an additional fee to the standard domain name registration and/or renewal fee as set out in Schedule A to these Terms and Conditions (Schedule A to be available in due course).

Note that fees and charges may be reviewed and may change from time to time, with due notification to all ZACR-accredited Registrars. First activation and renewal fees for the Registry Lock Services entitles a Registrar to a maximum of 5 (five) unlock and relock functions per domain name for the activated period; and any unlock requests that exceeds this threshold shall attract a surcharge as illustrated in the aforementioned Schedule per domain name.

5 Lock Process Overview



From the above illustration, a Registrant would typically approach its Registrar with a request for their domain name/s to be locked at the Registry Level. The Registrar would no doubt follow its own application and verification process prior to activating this service on behalf of the Registrant. The process that takes place at the Registry level is briefly set out below.

6 Registry Lock Process Description

6.1 Initialization

A Registrar will make use of the functionality on the Registrar Portal to initiate the process. The Registrar would need to:

- Enter a domain name for activating the Registry Lock Service; and
- Accept these Terms and Conditions for the Registry Lock Service.

However, prior to this initialization, the Registrar must telephonically agree with the Registry on the pass phrases that would be used to validate that the request is emanating from the Registrars' lawfully authorized representative. To this end, the Registry and the Registrar must adhere to the following:

- (i) The Registrar must designate an authorized lock contact per domain name or collectively at an organizational level by inserting this information in the 'Lock Contact' field. Alternatively, the Registrar may also nominate the Primary Contact as the Lock Contact.
- (ii) The Registrar must at the first request for Registry Lock Services, decide on a pass phrase of the authorized lock contact. This is the pass phrase that will be used for verification or validation purposes.
- (iii) Both the Registry and requesting Registrar or the authorized Lock Contact shall take reasonable steps to ensure that any pass phrase used and/or updated for activation or deactivation of the Registry Lock Service is kept in a secure place.
- (iv) In the event that any pass phrase is lost, stolen or forgotten at the point of the Registrar, then the Registrar is required to send a formal notification to the Registry's Legal Department of this status, including a request to set new passphrases, which will then be done through a manual telephonic process between the Registry and the Registrar's Primary Contact.

6.2 Verification

The Registry will contact the listed Authorized Lock Contact at their provided contact number, and verify both the request and the Authorized Lock Contact information. The process is manual in order to prevent incidents that may arise from automation. The Registry will request the following information from the Authorized Lock Contact:

- The name and address of the Registrar
- The passphrase
- The domain name/s for which the locking service must be activated.

6.3 Lock and Notification

Once the Registry has verified the Registry Lock request, it will lock the domain name by applying the following statuses to the domain name:

- "serverUpdateProhibited" to prevent all updates to domain names.
- "serverDeleteProhibited" to prevent any deletion attempts to a domain name.
- "serverTransferProhibited" to prevent any transfer of the domain name.

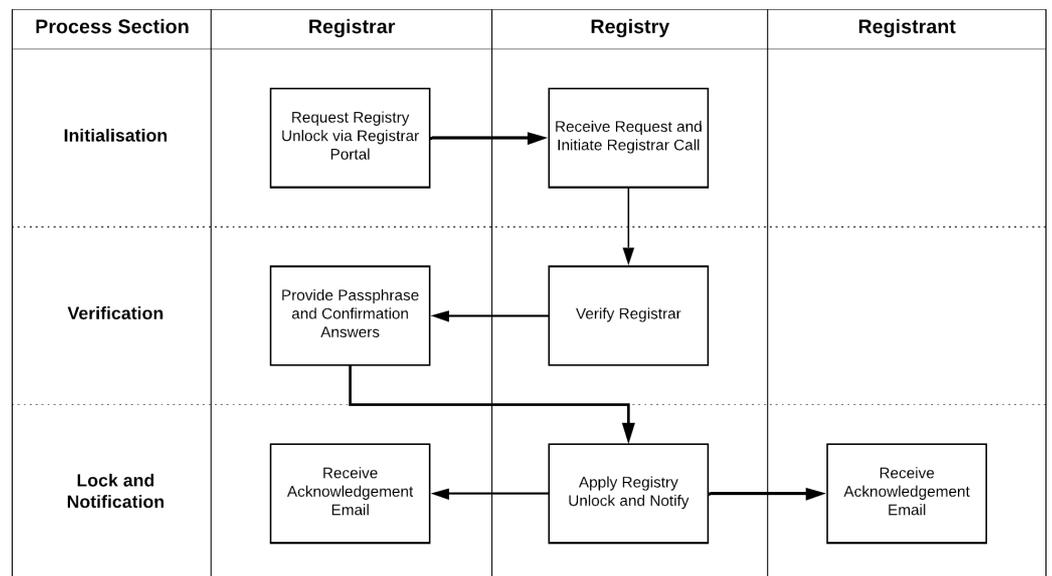
Once the lock is applied, the system will automatically send out a notification to the Authorized Lock Contact and the domain name Registrant. The email notification will contain the following information:

- The domain name(s) that is/are being locked.
- The time that the domain name(s) was/were locked.
- The Registrar for the domain name and their information
- A description of the effects of applying Registry Lock to the domain/s in question.
- A link to the Registry's Registry Lock Terms and Conditions Document.

7 Registry Unlock Process

Removal of a Registry Lock means that the security applied to the domain name is temporarily or permanently removed in order to perform domain name updates, transfers or deletions, or alternatively no longer have a Registry Lock applied. Due to the decrease in the security, the unlock process is recommended to be manual, ensuring that no technical interference such as registrar account hacking causes a decrease in the security of a domain name.

7.1 Overview of Registry Unlock Process



7.2 Unlock Process Description

7.2.1 A Registrar will make use of the functionality on the Registrar Portal to request an unlock of a domain name that is currently locked. No distinction should be made between unlocking a domain name in order to permanently remove a Registry Lock, and unlocking a domain name in order to perform necessary domain changes followed by a relocking.

The Registry receives the unlock request via a specified ticketing queue for tracking purposes and the process continues.

7.3 Verification

The Registry will contact the listed Authorized Lock Contact by using the contact number that was provided at inception of the Registry Lock Service as updated from time to time, and verify both the request and the

Authorized Lock Contact information. The Registry will request the following from the Authorized Lock Contact:

- The name and address of the Registrar
- The passphrase
- The domain name/s for which unlocking must be applied
- Whether the domain name must be relocked after successful changes have been applied

8 General Provisions

8.1 Indemnity

Clause 21 of the Registrar Accreditation Agreement with the ZACR shall apply equally within the scope of these Terms and Conditions. In a nutshell, the requesting Registrar shall agree to indemnify the Registry against all losses, liabilities, claims, damages and expenses, whether of a direct, indirect or consequential nature, including but not limited to loss of profit, loss of goodwill or loss of corruption of data arising from perceived abuse of the Registry Lock Service (including but not limited to preventing transfer of domain names to other Registrars) and any other breach of contract with the Registry for domain names under its management

8.2 Limitation of Liability

In the event of there being a breach of clause 6.1.(iii) of these Terms and Conditions by the Registry then the Registry's total liability shall be limited to the service fee charged in the previous 12 (twelve) months in relation to any specific domain name that has activated the Registry Lock Service.

8.3 Registrar Warranties

The Registry shall at all time when a Registry Lock activation and/or deactivation is applied for rely on the warranties that information provided during the requesting process is current, relevant, accurate, complete and trusted; that the requestor is the Authorized Lock Contact for the domain name in question and has consented to the Registry storing his/her information for the Registry Lock Service provision; and that no statutory, regulatory or contractual impediment exists to prevent the processing of the desired Registry Lock or Unlock for a particular domain name.

8.4 Nature of this Contract

These Terms and Conditions represent the entire contract between the Registry and its accredited Registrars and replaces any prior arrangements and/or agreements that may have persisted in relation to the subject matter

of these Terms and Conditions. Further, these Terms and Conditions are supplemental to the Registrar Accreditation Agreement signed between the Registry and its accredited Registrars.

8.4 Suspension and/or Termination of Registry Lock Service

- 8.4.1 The Registry cannot and will not guarantee the uninterrupted operation of the Registry Lock Service as there may be technical, legal and other lawful reasons why such services may be suspended without notice or liability to the Authorized Lock Contact on a domain name.
- 8.4.2 At the option of the Registrar, the Authorized Lock Contact may terminate the Registry Lock Service at any time by completing and submitting Form 3, sample attached as Schedule B to these terms and conditions. (Form 3 to be created)
- 8.4.3 At the option of the Registry, the Registry Lock Service may be suspended and/or terminated with or without notification to the Authorized Lock Contact on a domain name if one or more of the following is/are present:
- Registrar Accreditation with ZACR has terminated for whatever reason.
 - There is a material breach of these Terms and Conditions, which cannot be remedied within 21 (twenty one) days of written notice to the Authorized Lock Contact to do so.
 - The Registry has reason to believe that the Registrar may be subjected to investigations for abusive domain name practices.
- 8.4.4 The Registry may unilaterally terminate this Agreement, and cancel or suspend the Registry Lock Service Offering at any time on 30 (thirty) day's written notice to that effect.
- 8.4.5 Upon suspension, termination or cancellation of the Registry Lock Service, the affected domain name shall be unlocked and no rebates or fee refund (whether in full or part thereof) shall be possible for unlocked domain names flowing from such suspension, termination or cancellation.

9 Acceptance of Registry Lock Terms and Conditions

Electronic acceptance of these Terms and Conditions will suffice to bind the Registry and the ZACR Accredited Registrar that would like to activate or deactivate Registry Lock on a specific domain name.