

**DRAFT .ZA REGISTRY LICENSING
REGULATIONS AND PROCEDURES**

DRAFT LICENSING REGULATIONS AND PROCEDURES FOR THE .ZA NAMESPACE

1. Definitions	3
2. Purpose of these Regulations	5
3. Application of these Regulations	5
4. Functions and Responsibilities of Registries.....	7
5. Application for a Licence	8
6. Amendment of Applications	9
7. Consideration of Applications.....	9
8. Liability for costs of Applications	10
9. General terms and conditions	11
10. Specific terms and conditions	12
11. Determination of fees	16
12. Licensing fees	16
13. Fees payable by Registrants.....	16
14. Payment of monies due to the Authority	17
15. Monitoring	18
16. Surrender of Licence.....	18
17. Suspension of a Licence.....	19
18. Revocation of Licence.....	20
19. Investigation	21
20. Appeal	22
21. Liability of the Authority.....	22
22. Non-compliance	22
SCHEDULE A	24
Registry Licensing Application Form	24

CHAPTER 1

DEFINITIONS, APPLICATION AND ENFORCEABILITY

1. Definitions

In these Regulations, any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned, unless the context indicates otherwise –

"**Act**" means the Electronic Communications and Transactions Act 25 of 2002;

"**Applicant**" means any person applying to the Authority to be licensed to operate as a Registry;

"**Application**" means the application submitted to the Authority by an Applicant for a Licence;

"**Authority**" means the .za Domain Name Authority;

"**Business Day**" means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa;

"**Charter**" means any policy and/or procedural document which may be applicable to a specific Domain, including a Sub-Domain, specifying, *inter alia*, the purpose and nature of the Domain, the criteria for registration of names within the Domain, and the manner in which the Domain will be administered;

"**Domain**" means an identification label that assigned to a particular country, persons or group and which is capable of defining a realm of administrative autonomy, authority or control in the Internet, based on the Domain Name System;

"**Domain Name**" means an alphanumeric designation that is registered or assigned to persons or entities in a Domain or Sub-Domain in respect of an electronic address or other resource on the Internet;

"**Domain Name System**" means a system which translates Domain Names into IP addresses or other information;

"**Fees**" means the applicable fees as may be prescribed by the Authority, from time to time, and payable in terms of these Regulations;

"Licence" means a licence granted by the Authority to a Licensee in accordance with section 64 of the Act;

"Licensee" means a Registry licensed by the Authority in terms of these Regulations;

"Minister" means the Minister of Communications;

"Registrant" means an applicant for, or holder of, a Domain Name;

"Registrar" means an entity which is licensed by the Authority in terms of the .za Registrar Licensing Regulations to (i) register Domain Names on behalf of Registrants, and (ii) update the information in the Repository and the Registry Database relating to its Registrants;

"Registry" means an entity licensed by the Authority to manage and administer (i) a specific Sub-Domain; and (ii) the Registry Database within that Sub-Domain;

"Registry Data" means all data maintained in the Registry Database, including without limitation-

- (a) the zone names and the name servers;
- (b) Registrant contact information;
- (c) technical and administrative contact information;
- (d) all other data submitted by the Registrars, and maintained in the Repository;
and
- (e) other data concerning particular registrations or name servers maintained in the Registry Database;

"Registry Database" means a database comprising the information maintained by the Registry in relation to one or more Domain Names within a Sub-Domain, which is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those Domain Names;

"Registry Services" means the services to be performed by the Registry in terms of these Regulations, as described more fully in regulation 2 and regulation 4 below.

"Regulations" means these regulations, passed by the Minister in terms of section 68 of the Electronic Communications and Transactions Act 25 of 2002.

"Repository" means the primary register of the information about Domain Names maintained by a Registrar;

"Restricted Domain" means a Second Level Domain or Sub-Domain within the .za namespace which has been authorised for use by a person, group or clearly defined community, which Domain has a Charter that clearly limits Domain Name registration to its target community;

"Second Level Domain" means a Sub-Domain immediately following the .za Domain, which may be unrestricted or restricted to a particular community, person or group;

"Unrestricted Domain" means a Second Level Domain within the .za namespace which is not a Restricted Domain;

".za namespace" means the .ZA ccTLD (country code Top Level Domain) assigned to the Republic of South Africa according to the two-letter codes in the International Standard ISO 3166-1.

2. **Purpose of these Regulations**

- (1) The purpose of these Regulations is to regulate and prescribe-
 - (a) the requirements with which Registries must comply in order to be licensed in terms of these Regulations;
 - (b) the circumstances and manner in which Licences may be granted, suspended or revoked;
 - (c) the determination of Fees; and
 - (d) the terms and conditions applicable to all Registries.

3. **Application of these Regulations**

- (1) These Regulations shall apply to all Registries which are licensed by the Authority in terms of these Regulations.
- (2) In addition to these Regulations, Registries may introduce internal

administrative policies and procedures aimed at facilitating the management and administration of Registry Data, provided that such internal administrative policies and procedures are-

- (a) approved by the Authority; and
 - (b) consistent with these Regulations and any other regulations which may be promulgated by the Authority from time to time.
- (3) To the extent that there is any conflict between the provisions of any administrative policies and procedures which are introduced by a Registry and these Regulations, these Regulations shall prevail.
- (4) Should a Registry introduce any internal administrative policies and procedures, as contemplated in regulation 3(2), such internal administrative policies and procedures shall be made available on the Authority's website. For the avoidance of doubt, the policies and procedures contemplated in 3(2) shall be binding on Registrars registering names in that Sub-Domain.

CHAPTER 2

FUNCTIONS AND RESPONSIBILITIES

4. Functions and Responsibilities of Registries

(1) Any person may, upon an invitation by the Authority, apply for a Registry Licence in the form and format prescribed in Schedule A to these Regulations. For the avoidance of doubt, applications for Licenses in terms of these Regulations will only be accepted upon invitation by the Authority.

(a) the management and administration of the Registry Database;

(b) the management and administration of any Sub Domain, which it is licensed to operate; and

(c) the development and implementation of the policies and procedures contemplated in 3(2).

CHAPTER 3

REGISTRY LICENSING REQUIREMENTS AND PROCESS

5. Application for a Licence

- (1) Any person may, upon an invitation by the Authority, apply for a Registry Licence in the form and format prescribed in Schedule A to these Regulations. For the avoidance of doubt, applications for Licenses in terms of these Regulations will only be accepted upon invitation by the Authority.
- (2) An Applicant must have legal personality.
- (3) An Applicant may, prior to submitting its Application, approach the Authority and request clarity on any one of the following-
 - (a) the Authority's requirements, as prescribed in these Regulations;
 - (b) the process to be followed by the Authority in considering the Application submitted by the Applicant; and
 - (c) any other issues which may pertain to the Application process.
- (4) Upon receipt of any request in terms of regulation 5(3), the Authority may (but shall not be obliged to) render the assistance requested by the Applicant.
- (5) An Application for a Licence must be in the form and format prescribed in Schedule A to these Regulations.
- (6) Applications and other submissions in terms of these Regulations must be submitted to the Authority, and must be accompanied by the prescribed Fees, as determined by the Authority in terms of these Regulations.
- (7) Applications must be signed by the Applicant or an authorised representative of the Applicant. To the extent that the Application has been signed by a representative of the Applicant, the Application must be accompanied by written proof of the representative's authorisation.
- (8) The Authority will not consider any Application where the Applicant has failed to comply with regulation 5(5), (6) and (7).

6. Amendment of Applications

- (1) An Applicant may, at any time after submission of an Application, but before the Authority makes a decision thereon, submit a written request to amend the Application.
- (2) Where a request referred to in regulation 6(1) is made by an Applicant, the Authority may grant the request to amend the Application where the amendment will not-
 - (a) unfairly prejudice other interested parties;
 - (b) impede the expeditious and proper consideration of the Application; or
 - (c) materially change the Application.

7. Consideration of Applications

- (1) Upon receipt of an Application for a Licence, the Authority shall inspect the Application to ensure that the Applicant has provided all of the required information and documentation.
- (2) The Authority shall publish each Application on its website for a period of twenty one (21) Business Days and invite written representations and objections from interested parties, prior to accepting or rejecting the Application.
- (3) The Authority may, at the request of an Applicant or an interested person who submitted representations in terms of regulation 7(2), determine that any document or information which contains information justifying confidentiality shall not be open to public inspection, if such document can be separated from the Application, representations or other documents in question.
- (4) If the Authority refuses a request contemplated in regulation 7(3), the Applicant or person concerned may withdraw the document or information in question, in which event, the Authority shall not consider the document or information so withdrawn. If the Applicant chooses not to remove the document or information, the Authority must publish the entire Application on its website for public comment.

- (5) The Authority shall be responsible for determining whether or not to accept or reject an Application. In making a determination, the Authority will take into consideration the written representations and objections that were received in relation to the Application.
- (6) The Authority may, in its sole discretion, seek expert advice in assessing an Application, and may also conduct its own investigation to verify any claims made by an Applicant in the Application.
- (7) After evaluating an Application, the Authority shall, within sixty (60) Business Days after the period contemplated in 7(2), either-
 - (a) accept the Application;
 - (b) refer the Application back to the Applicant with a request for further information; or
 - (c) reject the Application.
- (8) The Authority shall, within ten (10) Business Days of the decision referred to in regulation 7(7) having been made, notify the Applicant in writing of the decision. Such notification shall provide reasons for the decision.
- (9) After notifying the Applicant of the decision, the Authority shall, within seven (7) Business Days, publish the decision, together with the reasons therefor on its website.

8. Liability for costs of Applications

The Authority shall not be liable for any costs incurred by the Applicant in applying for a Licence in terms of these Regulations.

CHAPTER 4

TERMS AND CONDITIONS

9. General terms and conditions

- (1) A Licensee shall, for the duration of the Licence, perform the functions and responsibilities assigned to Registries in terms of these Regulations.
- (2) An Applicant must, at the time of making an Application, commit itself in writing to-
 - (a) the acceptance of, and adherence to, these Regulations and to any policies, procedures, rules, regulations and technical and/or operational standards which are developed, now or in the future, by the Authority in managing the .za namespace;
 - (b) agreeing to pay such Fees and levies as may be determined by the Authority from time to time;
 - (c) the acceptance of, and adherence to, the Charter of each Sub-Domain managed and administered by it; and
 - (d) the continuous and ceaseless provision of Registry Services, unless-
 - (i) the Authority appoints an alternative Registry to provide the Registry Services; or
 - (ii) the Registry is required by the Authority to cease provision of Registry Services.
- (3) If the Registry, for any reason whatsoever, ceases to provide Registry Services or is required by the Authority to cease to provide Registry Services, the Registry will, within three (3) Business Days or any other period determined by the Authority after taking into consideration any relevant public interest matters as well as the security and stability of the Domain Name System, provide a full copy of its Registry Database to the Authority.

10. **Specific terms and conditions**

(1) A Registry must-

- (a) Preserve security and stability of the .za domain namespace and of the Domain Name System in general;
- (b) Comply with and implement these Regulations and the rules, regulations and procedures of the Authority in the administration of the .za domain space;
- (c) Manage and, where necessary, update the Registry Database by utilising globally accepted standards and measures in Registry Database management;
- (d) Ensure that the information submitted by Registrars in relation to each Domain Name to be registered is sufficient. Such information shall include:
 - (i) the name, postal address, email address, voice telephone number and where available, fax number of the Registrant or the Registrant's contact person;
 - (ii) the name and contact details of technical and administrative contacts for the Domain Name;
 - (iii) the names of the primary and secondary nameservers for the Domain Name;
 - (iv) the identity of the Registrar;
 - (v) the original date of registration of the Domain Name; and
 - (vi) the expiration date of the Domain Name registration.
- (e) perform the Registry Services, which shall include managing the Registry Database, receiving Domain Name registrations, the provision of suitable domain name system infrastructure, maintenance of technical and operational records, and receiving registration payments.
- (f) Pay, to the Authority, any applicable license fee and fees due to the

Authority from the registration and renewal of Domain Names.

- (g) Subject to any regulations or policy that the Authority may promulgate in relation to privacy and subject to any legislation or any other requirements relating to privacy, provide the public with on-line access, free of charge, to the Registry Database, which contains information relating to all Domain Names registered within the Sub-Domain which the Registry is licensed to operate, including, without limitation-
 - (i) the Domain Names registered within the Domain;
 - (ii) the names of the primary nameservers and secondary nameservers for the Domain Names;
 - (iii) the identity of the Registrar for each Domain Name;
 - (iv) the original date of registration of the Domain Names;
 - (v) the expiration date of the Domain Name registration; and
 - (vi) the names and contact numbers of the Registrants or the Registrants' contact persons;
- (h) Subject to the provisions of regulation 10(i)(g)(vi), keep the Personal Information of the Registrant and Registrar confidential and must not, unless required to do so by these and other Regulations published by the Authority, any other law of the Republic of South Africa, or by order of court, sell or otherwise provide access to the information of a Registrant or Registrar to any third party.
- (i) Facilitate the transfer of a Domain Name to another Registrar when instructed to do so by the Registrant.
- (j) Submit an electronic copy of the Registry Database to the Authority or, at the Registry's election and expense, to a reputable escrow agent mutually approved by the Registry and the Authority at agreed intervals.
- (k) Provide all licensed Registrars with access to the Registry Database. The access granted to the Registrars shall include access to the

software that enables the Registrars to access the Registry Database.

- (l) Be solely responsible for managing its relationships with Registrars, including developing and implementing, with the approval of the Authority, internal policies and procedures for Registrars.
 - (m) Meet any technical and other operational standards set by the Authority from time to time, including the implementation of new technologies and advances in Registry operations.
- (2) Subsequent to being granted a License but before commencing the Registry Services, each Registry must submit to the Authority a draft copy of the agreement which will be concluded with all Registrars . The draft agreement must:
 - (a) be consistent with these Regulations and with the policies and procedures of the Authority;
 - (b) be approved by the Authority, which will be entitled to withhold its approval where the agreement or certain provisions thereof are found to be inconsistent with the Regulations, policies and procedures of the Authority.
 - (c) outline the specific terms and conditions governing the relationship between the Registry and the Registrar in accessing the Registry Database, which must include:
 - (i) the terms applicable to the Registrar accessing the Registry Database;
 - (ii) the obligations of both parties in relation to the Registry Database;
 - (iii) the supported protocols and software which must be used by Registrars in registering Domain Names; and
 - (iv) the Registry's specific licence conditions applicable to the Registrars use, in terms of these Regulations, of any licensed products and software .
- (3) A Registry must indemnify the Authority from all of the Registry's dealings

with the Registrars and Registrants.

CHAPTER 5

FEES

11. Determination of fees

- (1) The Authority shall, with the approval of the Minister, determine the Fees referred to in regulation 12 of these Regulations.
- (2) The Fees determined in accordance with regulation 12(1) shall not come into force until such time as they are published on the Authority's website and in the Government Gazette.
- (3) The Authority may, after consultation with interested parties and with the approval of the Minister, revise the Fees payable in terms of regulation 12.
- (4) Where there is a revision of Fees as contemplated in regulation 11(3), such a revision shall be published on the Authority's website and in the Government Gazette, and shall not come into force until a period of three (3) months has passed from the date of publication in the Government Gazette.

12. Licensing fees

- (1) An Applicant shall pay the Authority a non-refundable application fee on or before the date of lodging an Application with the Authority.
- (2) A Licensee shall pay the Authority an annual renewal fee on or before the anniversary of the Authority having granted the Licensee a Licence.
- (3) Late payments of Fees due in terms of regulation 12(2) shall accrue interest at the rate prescribed in the Prescribed Rate of Interest Act 55 of 1975 or as prescribed in an equivalent Act of Parliament that replaces the Prescribed Rate of Interest Act 55 of 1975.

13. Fees payable by Registrants

- (1) The Authority shall, after consultation with interested parties, determine maximum registration and renewal fees a Registry may charge Registrars.
- (2) The Authority shall require the Registries to deduct a fixed fee determined by the Authority from each Domain Name registration and renewal fee collected by the Registrar from the Registrants, and to pay such deductions to the

Authority or its appointed agent.

14. Payment of monies due to the Authority

Any money that is payable to the Authority in terms of these Regulations must-

- (1) be paid by way of an electronic transfer or via a direct deposit into the Authority's bank account or bank account of its appointed agent;
- (2) be paid on or before the day the money is due in terms of these Regulations;
and
- (3) be accompanied by documentary proof of payment.

CHAPTER 6

MONITORING, SUSPENSION AND REVOCATION

15. Monitoring

- (1) The Authority may, from time to time, itself or through appointed agents, conduct audits and perform tests on the infrastructure and processes of the Licensees in order to ensure compliance with these Regulations and with any other technical, operational and other regulations, standards and procedures of the Authority.
- (2) The Licensees shall, when requested to do so by the Authority-
 - (a) provide the Authority, or its appointed agents, with such assistance as may be requested by the Authority, or its appointed agents;
 - (b) respond, in writing, to any queries which may be submitted to the Licensee by the Authority, or its appointed agents; and
 - (c) provide the Authority, or its appointed agents, with such information, resources and/or data in the Licensee's possession or control as may be reasonably requested by the Authority, to the extent that the information, resources and/or data is required for the purposes of conducting the audits and/or tests contemplated in regulation 15(1).

16. Surrender of Licence

- (1) The Licensee may, on notice to the Authority, surrender the Licence issued to it in terms of these Regulations.
- (2) The notice referred to in regulation 16(1) shall be submitted no less than twenty (20) Business Days prior to the date on which the Licensee intends to surrender of its Licence and cease to provide the Registry Services.
- (3) A Licensee that intends to surrender its Licence must take appropriate steps to inform the affected Registrants of the cessation of the Registry Services.
- (4) Upon receipt of the notice referred to in regulation 16(1), the Authority may stipulate the steps which must be taken by the Licensee prior to surrendering its Licence.

- (5) The Licensee whose Licence is to be surrendered shall pay to the Authority any outstanding Fees which may be due and payable by the date on which the surrender of the Licence is to take effect.
- (6) All amounts payable in terms of regulation 16(5) shall be paid to the Authority within twenty (20) Business Days from the date on which the services provided by the Licensee in terms of the Licence are discontinued, except where the Authority, upon request by the Licensee, extends the time period.

17. Suspension of a Licence

- (1) The Authority may suspend a Licence if-
 - (a) a Licensee fails to follow any order issued by the Authority in relation to these Regulations or its policies, rules and procedures;
 - (b) a Licensee fails to pay any Fees which are due and payable to the Authority;
 - (c) the Authority determines, in its sole discretion, that a Licensee has failed to render its services in accordance with the standards undertaken at the time of its Application or at any time prior to the Authority having granted the Licence;
 - (d) the Authority is unable to contact a Licensee, for a continued and uninterrupted period of two (2) months, through any of its contact details provided by the Licensee to the Authority;
 - (e) the Authority determines, in its sole and absolute discretion, that it is in the interests of the security, stability and integrity of the Domain Name System to suspend the Licence; or
 - (f) the Authority determines, in its sole and absolute discretion, that it is in the public interest to suspend the Licence.
- (2) The Licensee shall, within five (5) Business Days upon becoming aware of the suspension, be entitled to make written representations to the Authority as to why the suspension of the Licence should be withdrawn.
- (3) The suspension of a Licence in terms of this regulation 17 shall not continue

for a period of longer than twenty (20) Business Days, after which the Authority must either initiate an investigation in terms of regulation 19, having regard to the representations (if any) made by the Licensee in terms of regulation 17(2) or withdraw the suspension of the Licence.

- (4) The Authority must publish details of any suspension on its website within ten (10) Business Days of such suspension.

18. Revocation of Licence

- (1) The Authority may, after a proper investigation in terms of regulation 18(2), revoke a Licence if-
 - (a) the Authority determines that there was a material misrepresentation, material inaccuracy, or materially misleading statement, at the time of its Application or at any time prior to the Authority having granted the Licence;
 - (b) a Licensee breaches a material provision of these Regulations or any other technical, operational and other regulations, standards and procedures of the Authority and fails to remedy such breach after receiving written notice from the Authority instructing the Licensee to remedy such breach;
 - (c) a Licensee breaches a material provision of any Charter which is applicable to the Licensee, and fails to remedy such breach after receiving written notice from the Authority instructing the Licensee to remedy such breach;
 - (d) a Licensee conducts itself in a manner that the Authority considers to threaten the stability, security or operational integrity of the Domain Name System;
 - (e) a Licensee is, for any reason whatsoever, no longer reasonably capable of performing its functions as a Registry; or
 - (f) the Authority determines, that it is in the public interest to revoke the Licence.
- (2) A Licensee whose License is revoked in terms of this regulation 18 shall be

responsible for making arrangements that ensure continued use of Domain Names by Registrants. The Authority may, in its sole and absolute discretion, assist the Licensee in making such arrangements.

19. Investigation

- (1) The Authority may, at its own instance, or on the referral of a complaint in terms of regulation 19(2), investigate and make a finding in terms of this regulation 19;
- (2) A person who has reason to believe that a Licensee is in breach of the Regulations and/or the Act may lodge a complaint with the Authority upon becoming aware of the alleged non-compliance.
- (3) In the course of its investigation in terms of this regulation 19 the Authority must:
 - (a) provide the Licensee with -
 - (i) a copy of the complaint where a complaint has been lodged; and
 - (ii) a notice setting out the nature of the alleged breach;
 - (b) afford the Licensee a period of ten (10) Business Days to respond to the alleged breach in writing.
- (4) If, after the investigation in terms of regulation 19, the Authority decides to revoke a Licence, the Authority must:
 - (a) notify the Licensee of its decision;
 - (b) notify all Registrants affected by the revocation at least five (5) Business Days prior to the date of revocation; and
 - (c) publish a notice of the revocation on the Authority's website and in the Government Gazette at least five (5) Business Days prior to the date of the revocation;
 - (d) notify the Licensee of the procedure outlined in regulation 20.
- (5) The Authority must not revoke a License unless arrangements have been made to ensure continued use of Domain Names by Registrants.

20. Appeal

- (1) A Licensee shall have the right to appeal any decision made by the Authority in terms of regulation 18 by submitting, within fifteen (15) Business Days of the decision, a detailed notice of appeal specifying the grounds and reasons for appealing the decision.
- (2) The Authority shall, after receiving the notice of appeal, review its decision having regard to the information submitted by the Licensee in the notice of appeal and shall, within forty (40) Business Days of receiving the notice of appeal, notify the Licensee of its decision in relation to the appeal.
- (3) The Authority shall, in its sole discretion, either reject or uphold the Licensees appeal.

21. Liability of the Authority

No decision to suspend or revoke a Licence, which is taken *bona fide* in accordance with the provisions of these Regulations, shall give rise to a claim against the Authority for any compensation or damages, or for the refund of any deposit, application Fee, or other monies paid to the Authority.

22. Non-compliance

A Licensee shall be responsible for any and all damages and/or costs of repairing any harm to the .za namespace or the Domain Name System, which arises as a result of the unlawful and/or negligent conduct of the Licensee in carrying on the business for which it is licensed.

CHAPTER 7

SHORT TITLE AND COMMENCEMENT

23. These Regulations will come into effect on a date to be determined by the Authority and published in the Government Gazette.
24. These regulations are called .ZA Registry Licensing Regulations.

SCHEDULE A

Registry Licensing Application Form

1. APPLICANT'S DETAILS					
Full name of company:					
Contact person:					
Designation:					
Company's registration number:					
Income tax number:					
VAT number:					
Postal Address:					
Physical Address:					
Telephone number:		Fax number:		Mobile number:	
E-mail:					
Website address:					

2. ADMINISTRATIVE CONTACT	
Full names:	
Telephone number:	
Fax number:	
E-mail address:	
Postal address:	
Physical address:	

3. LEGISLATIVE COMPLIANCE						
3.1 Broad – Based Black Economic Empowerment (BBBEE)						
Does the applicant comply with BBBEE Act?				Yes	No	
If no, please explain why:						
If yes, please supply the following information:						
BEE owner/s	% BEE owned	HDI Directors	Race	HDI Managers	Race	No. of non-managerial HDI employees

NB: Also provide certified copies of BBBEE compliance-related documents.)

4. PAYMENT OF APPLICATION FEES	
An applicant for a .za registrar license must pay the prescribed application fee to the Authority using the bank details below. <i>Please attach proof of payment.</i>	
Account name:	The .za Domain Name Authority
Bank:	ABSA
Account no:	4067341378
Branch:	Brooklyn, Pretoria
Branch no:	335-345

5. SPECIAL UNDERTAKINGS

The applicant, at the time of application, undertakes to satisfy the following requirements:

Acceptance of, and adherence to, the Authority's current and future policies, procedures, rules, regulations, and technical and operational standards developed by the Authority in managing the .za name space.

Acceptance of, and adherence to, the charter (and subsequent changes thereto approved by the Authority) of each domain in which it is licensed to operate or register domain names.

Continuous and ceaseless provision of domain name registration services for the registry in which it is licensed to register names, unless a satisfactory alternative registrar has been licensed to take over the registration services, or unless required to do so by the Board. If the registrar ceases to provide registration services or is required by the Board to cease, it shall provide a full copy of its registration database to the Authority within twenty (20) working days or any period decided by the Authority after taking into consideration public interest and security and stability of domain name system and the Internet.

Agreement to pay such fees as may be determined by the Authority from time to time. Such levies will typically be determined on a per sub-domain basis, and may be recovered from registrants and registrars in any reasonable manner.

Provision of name servers at its own costs.

Giving the Authority a right to use the applicant's name and/or logo in the Authority's public announcements relating to the Authority's business of managing the .za name space, relating to licensing of registrars, and relating to .za domain policy issues.

Express consent to submit to jurisdiction of South African courts in relation to all matters pertaining to administration and management of proposed domain and of .za domain name space.

I hereby confirm that:

I have read and understood the terms and conditions of this application.

I have supplied all the required information and the information supplied is true and correct to the best of my knowledge. Any information found to be untrue or misleading will entitle .za DNA to refuse the application.

I have paid the application fee to .za DNA's account and supplied proof to that effect. Any failure to pay the fee will entitle .za DNA not to consider my application.

Applicant's signature

Date

Place