

Notice of Updated .nz Authorisation Agreement

Dear Registrar

We are writing to inform you of important updates to the .nz Authorisation Agreement that governs your relationship with the Domain Name Commission (**DNC**).

Nature of the Changes

The current version of the Authorisation Agreement (v5.2) has not been reviewed since 24 May 2018. Since its last update, there have been significant developments, including:

- the implementation of the new InternetNZ Registry System on 1 November 2022;
- the consolidation and adoption of an updated set of .nz Rules including updates to key defined terms (e.g. replacing “Registrant” with “Domain Name Holder”) and other substantial changes that have created inconsistencies with the current agreement; and
- changes to applicable laws.

The updates to the Authorisation Agreement aim to:

- clarify expectations;
- enhance transparency;
- provide alignment with the .nz Rules including the defined terms;
- provide consistency with the .nz Connection Agreement with some clauses and defined terms now identical (where appropriate);
- strengthen accountability mechanisms within the .nz domain name space;
- introduce additional protections for the contracting parties which are consistent with applicable laws; and
- reflect the DNC’s ongoing commitment to ensure compliance with and to enforce the .nz Rules.

Key Points to Note

Given the extent of the proposed changes – including significant structural changes, numerous clause updates and alignment with the updated .nz Rules – we have provided the updated Authorisation Agreement (version 6, 20 November 2025) along with a summary of the key changes from the current Authorisation Agreement version 5.2.

Enclosed with this Notice is:

- A copy of the updated Authorisation Agreement (version 6, 20 November 2025).
- A summary of the key changes between the current and updated versions of the Authorisation Agreement.

The updated Authorisation Agreement (version 6) replaces all previous versions and will come into effect on **17 March 2026**.

Next Steps

We strongly encourage you to review the updated version of the Authorisation Agreement to ensure you are familiar with the revised terms. Please review the enclosed documents and return a signed copy of the updated Authorisation Agreement to the Domain Name Commission on or before **17 March 2026** for our records.

If you have any questions or require further clarification, please contact us via email at registrar@dnc.org.nz. We appreciate your cooperation and continued engagement as we work to ensure our agreements remain fit for purpose and reflect current operational, legal and policy frameworks.

Kind regards,

A handwritten signature in blue ink, appearing to read 'B Pearce', with a small dot at the end.

Barbara Pearce
Domain Name Commissioner
Domain Name Commission Limited

11 December 2025

Summary of Key Changes to Authorisation Agreement

Introduction

The purpose of this document is to provide registrars with a high-level summary of the key changes between the current version 5.2 of the Authorisation Agreement and the updated Authorisation Agreement version 6, 20 November 2025 (**Updated Agreement**).

Updated Agreement - Summary of Key Changes

| Updated Agreement Clause Reference | Summary of Change | Rationale for Change |
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| Parties | The Updated Agreement requires registrars to provide their full company details, including full legal name, trading name (if any) and NZ or equivalent overseas company number. | Including the company number in addition to the company's full legal and trading name ensures accurate identification of the contracting entity. |
| Registrar Registration ID | A new field is included to confirm the registrar registration ID. | Provides clarity in the Authorisation Agreement of the registrar's registration ID at the time conditional approval is provided by DNC as opposed to having it only recorded in the Connection Agreement. |
| 1.1 (Definitions) | The following definitions in clause 1.1 have been updated: "Registrant" has been updated to "Domain Name Holder". | The updates to these definitions are required for consistency with the equivalent defined terms in the .nz Rules which have been updated. |

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| | <p>“Register” has been updated to “nz Register”.</p> <p>“.nz Policies” has been updated to “.nz Rules”.</p> | |
| | <p>The following new definitions have been added:</p> <ul style="list-style-type: none"> • “Authorisation Date” • “Control” • “Domain Name Holder Agreement” • “Domain Name Holder Core Terms and Conditions” • “Industry Best Practice” • “Insolvency Event” • “.nz Domain Name Space” • “Registrar” • “Requirements” • “Technical Requirements” | <p>Authorisation Date has been defined to provide clarity as to when the registrar’s authorisation is effective from.</p> <p>Control has been defined to provide greater clarity as to when a change of control notification is required to be provided by registrars to DNC.</p> <p>Domain Name Holder Agreement has been included for consistency with the same new definition in the .nz Rules which will come into effect on the same date as the updated Authorisation Agreement. This was included in the .nz Rules to provide clarity and consistent use of language throughout the document (as opposed to using variations of ‘the contract between a registrar and domain name holder’).</p> <p>Domain Name Holder Core Terms and Conditions has been included for consistency with the same new definition in the .nz Rules which will come into effect on the same date as the updated Authorisation Agreement and replaces references to ‘the .nz Registrant Agreement Core Terms and Conditions’ in the .nz Rules’.</p> <p>Industry Best Practice has been defined to set a clear objective benchmark and to provide clear expectations as to how registrar must carry out their obligations.</p> <p>Insolvency Event has been defined to provide greater clarity as to when an insolvency event notification is required to be provided by registrars to DNC.</p> |

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| | | <p>.nz Domain Name Space has been added for consistency with the language and definition used in InternetNZ’s Connection Agreement.</p> <p>Registrar has been defined as having the meaning given to that term in the .nz Rules except where the context otherwise requires (e.g. where there is a conditional approval for a new registrar that has not been formally authorised and the Authorisation Agreement is not fully in effect).</p> <p>Requirements has been defined to clarify that the registrar must meet certain criteria for authorisation and on an on-going basis.</p> <p>Technical Requirements is defined for consistency with InternetNZ’s Connection Agreement.</p> |
| 2 (Application Process) | <p>The preliminary requirements in the current version of the Authorisation Agreement have been replaced by a new application process in clause 2 of the Updated Agreement. The key change is that DNC can conditionally approve an applicant’s application to become an authorised registrar which is subject to the applicant:</p> <ul style="list-style-type: none"> • returning a signed copy of the Authorisation Agreement to DNC before DNC refers the applicant to InternetNZ to commence the connection process; • entering into a Connection Agreement with InternetNZ and meeting all requirements for connection to the .nz register within 6 months of the date of the Authorisation Agreement; and | <p>The application and authorisation process for new registrars has been amended to align with the updated application process in clause 11 of the .nz Rules and to clarify the internal authorisation application business process.</p> <p>The 6-month timeframe (which has not changed) gives applicants a reasonable period of time to get connected and prevents indefinite delays in fulfilling the pre-requisite obligations necessary for authorisation as a registrar.</p> |

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| | <ul style="list-style-type: none"> complying with any special conditions DNC requires as set out in Schedule 1 of the Authorisation Agreement. <p>Your current authorisation agreement continues in effect from your original authorisation date, until replaced by the Updated Agreement which will take effect on 17 March 2026.</p> | |
| 3 (Requirements and Conditions) | <p>The Updated Agreement clarifies the requirements and conditions for authorisation which includes:</p> <ul style="list-style-type: none"> the fact that the registrar’s obligations to comply with the terms of the Updated Agreement and the .nz Rules are ongoing obligations; how a registrar can demonstrate ongoing compliance to DNC (i.e. by providing information requested by DNC and consenting to third party checks); and the fact that the registrar can only hold itself out as an authorised Registrar from its Authorisation Date. | <p>These changes ensure only authorised registrars operate in the .nz domain name space and they also provide greater clarity to registrars to ensure they can meet their obligations.</p> |
| 4 (Registrar Obligations) | <p>This section has been renamed from “your duties to us” to “registrar obligations”.</p> <p>The key changes are as follows:</p> <ul style="list-style-type: none"> Most registrar obligations are retained but the wording has been modernised and clarified. The retention period for all documentation, information and records has been increased from 6 to 7 years. <i>New clause 4.1.6:</i> Registrars must not put their own name in the “Registrant Name” field unless the domain is for their own business use. <i>New clause 4.1.20:</i> Registrars must notify DNC as soon as reasonably practicable, at least one calendar month before | <p>These changes modernise the language used, reflect common issues, reflect some of the obligations set out in the .nz Rules and aim to protect domain name holders and maintain trust in the .nz domain name space.</p> |

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| | <p>implementing or giving effect to any material changes to the nature or manner in which it carries out its business or operations (e.g., outsourcing, system changes, restructure in key personnel that interact or provide services to domain name holders, or a director change).</p> | |
| 5 (DNC's Obligations) | <p>This clause has been updated to reflect the fact that DNC's role is to manage only those aspects of the .nz domain name space that has been delegated to it by InternetNZ.</p> <p>A new obligation has been added at clause 5.1.3 to ensure DNC exercises its responsibilities in a fair, open, transparent and timely manner.</p> | <p>This change helps registrars to understand DNC's responsibilities as delegated by InternetNZ and to clarify the division of roles. The additional obligation at 5.1.3 enhances accountability and promotes trust in DNC's role by providing registrars with greater assurance that decisions and processes will be conducted fairly and without undue delay.</p> |
| 6 (Responsibility for Agents, Contractors and Resellers) | <p>The clause is refined for clarity. Registrars remain responsible for the actions of their agents, contractors, and resellers.</p> | <p>This makes it clear that registrars must ensure compliance by anyone acting on their behalf and is consistent with clause 8.2.4 i. in the .nz Rules</p> |
| 7 (Confidential Information, Security and Privacy) | <p>The privacy and information clauses have been revised to align with current legislative requirements and the provisions have been generally streamlined for clarity and consistency.</p> <p>A new clause has been added at 7.3.1 which allows DNC to share information it receives from registrars to InternetNZ to enable InternetNZ to assess the registrar's business model and any risk to the .nz domain name space.</p> | <p>These changes ensure both parties comply with current applicable data and privacy laws and regulations. The information sharing provision helps to ensure the continued security and stability of the .nz domain name space.</p> |
| 8 (Insurance) | <p>A new notification requirement has been added at clause 8.2 which requires registrars to notify DNC of any insurance claims or circumstances that may give rise to a claim under DNC's insurance policy.</p> | <p>The notification requirement ensures DNC and its insurer has timely awareness and management of potential claims, supporting effective risk management and the declarations required by the insurance company for the professional indemnity cover DNC provides for registrars can be completed as part of the insurer's annual renewal process.</p> |

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| 9 (Liability) | <p>The liability clause has been redrafted to modernise the language and to improve clarity and readability. To the extent the liability exclusions do not apply, the cap on DNC’s liability remains unchanged and is limited to the amount equal to the authorisation fee paid by the registrar.</p> | <p>The redrafted liability clause aligns with current legal standards and clarifies the extent of DNC’s liability to the registrar.</p> |
| 10 (Indemnity) | <p>The entire clause on “take down requests” at clause 15 of the current Authorisation Agreement has been removed, including the indemnity provided by DNC for the benefit of the registrar for any liability incurred in relation to a “take down request”.</p> <p>Clause 10 contains a new indemnification provision under which registrars indemnify DNC from and against any claim, liability, cost and expense DNC incurs relating to the Authorisation Agreement, including:</p> <ul style="list-style-type: none"> • any breach of the Authorisation Agreement; and • any claim or proceeding brought by its Domain Name Holder. | <p>DNC should not advise Registrars on takedown requests or act on their behalf and therefore it is inappropriate for DNC to indemnify registrars for any actions or inactions relating to such requests. In addition, clause 8.1.3.c. of the .nz Rules requires registrars (and other regulated parties) to comply with the laws of New Zealand and any binding instruction from a court or authority made as part of due process (which may include a take down request).</p> <p>Clause 10 clarifies the allocation of risk and ensures DNC is protected from liabilities arising from registrar’s conduct or its Domain Name Holders which are matters within the registrar’s (and not DNC’s) control. This change reflects standard commercial practice and documents appropriate allocation of risk between the parties.</p> |
| 11 (Variations to the Agreement) | <p>The current Authorisation Agreement allows DNC to amend the terms of the agreement at any time by notice to the registrar via email. The Updated Agreement requires any variations to be in writing and signed by both parties.</p> <p>However, if a proposed variation is reasonably necessary or desirable for DNC’s roles and responsibilities under the Authorisation Agreement and/or the .nz Rules, it can provide not less than 60 days’ prior written notice before any proposed variation of the Authorisation Agreement takes effect. The registrar has an ability to terminate the Authorisation Agreement if it does not wish to continue its authorisation on the proposed varied terms on giving DNC not less</p> | <p>These changes promote fairness and transparency by requiring mutual written agreement to changes, while preserving DNC’s ability to implement necessary changes in line with its responsibilities to InternetNZ. The registrar has a termination right if it does not accept the proposed changes, ensuring fairness and protection against unilateral amendments.</p> |

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| | than 10 business days' prior notice, provided that such notice is received by DNC before the proposed effective date of the relevant variation. | |
| 12 (Term and Termination) | The termination clause is refined and consolidated, and the language has been updated for clarity. In addition, the current Agreement provides for DNC to terminate the Agreement on one month's notice 'for any reason whatsoever' at DNC's sole discretion. This has been removed from the Updated Agreement | The updated clause makes it easier for registrars to understand their rights and obligations if the agreement ends and promotes fairness by limiting DNC's ability to terminate the Authorisation Agreement to breaches that have not been remediated. |
| 14.2 - 14.4 (Assignment) | The assignment language from clause 24 of the current Authorisation Agreement has been updated and refined in clauses 14.2 – 14.4. The changes in the revised clauses are as follows: <ul style="list-style-type: none"> - to clarify that a change of control of the registrar constitutes an assignment requiring DNC's prior written consent to the Authorisation Agreement continuing; - to require DNC to notify the registrar within a reasonable period of time following an assignment of its rights in the agreement; and - to require the parties to cooperate in good faith to facilitate the transition to any successive operator of the .nz Domain Name Space. | The revised clauses provide greater clarity around assignments. The changes are intended to ensure transparency when there are structural changes to either party and to ensure there is minimal impact to the registrars' management of Domain Name Holders in the event of an assignment by DNC. |
| 14.9 (Dispute resolution) | The Updated Agreement requires all disputes to be determined by NZ courts rather than by arbitration. | This streamlines the process and aligns with standard legal practice. It also provides an opportunity for mediation in the first instance. |
| Schedule 2 (Domain Name Holder Core Terms and Conditions) | Minimum terms for Domain Name Holder Agreements are now included as a schedule. | This ensures consistency and alignment across all parties involved in the .nz domain name space. It supports compliance with the .nz Rules and promotes a fair and transparent contractual framework that benefits all parties involved. |