

Title:	.nz Connection Agreement
Date	23 February 2018
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## **.nz Connection Agreement**

between: Internet New Zealand Incorporated,

trading as InternetNZ

and: \_\_\_\_\_

[full & formal name of Registrar's legal entity]

dated: \_\_\_\_\_

### **1. Definitions**

In this Agreement:

"business" means any undertaking whether carried on for gain or reward or not, or in the course of which goods or services are acquired or supplied whether free of charge or not;

"domain name" means an alphanumeric string which resolves to Internet resources as detailed in RFC 1034;

"Domain Name Commission" means Domain Name Commission Limited, a company wholly owned by InternetNZ;

"foreign registrar" means any registrar that is incorporated outside of New Zealand or has its usual place of business outside of New Zealand;

"InternetNZ" means the Internet New Zealand Incorporated and its successors and permitted assigns;

".nz domain name" means any domain name which ends in .nz;

".nz policies" means all standards, policies, procedures, technical specifications, rules and practices issued by the Domain Name Commission for the management of the .nz domain name space and published from time to time;

"policies" means all standards, policies, procedures, technical specifications, rules and practices issued by us affecting the operation of the registry and published by us from time to time;

"register" means the database of information about the nz domain name space and which is the authoritative repository for the creation of the primary zone files for the .nz country code;

"registrant" means a person that is allocated a domain name registered to them within the .nz domain name space;

"registrar" means any person who has been authorised by the Domain Name Commission to become a registrar in the .nz domain name space;

"the internet" means a confederation of regional and local networks based on the IP protocol suite;

"services" means anything we do or arrange for you;

"SRS system" means Shared Registry System;

"we" "our" "us" or "registry" means Internet New Zealand Incorporated, trading as InternetNZ which operates and manages the register, including the transfer to the zone files;

"you" means you, the person applying to be connected to the register who, meeting certain requirements and while authorised, will be permitted access to the register to complete transactions for any registrant for whom you act.

## **2. Important: General Clause**

**This clause 2 takes priority over all other clauses of this Agreement.**

### **Acquiring Services for the Purposes of a Business**

As you are acquiring our services for the purposes of a business then you agree that your general rights at law in connection with the services will be subject to the terms of this Agreement only. In particular, you agree that to the extent legally permitted, the provisions of consumer laws (for example, the Consumer Guarantees Act 1993) will not apply to the services we provide under this Agreement.

## **3. Important: Interpretation**

This Agreement sets out the terms and conditions relating to your arrangement with us as an authorised .nz registrar which shall be read in light of the contents of the .nz policies published by the Domain Name Commission, as may be amended from time to time.

## **4. Important: Technical Requirements**

**Before you can access the register, you must meet the requirements in clauses 4 and 5 to our satisfaction.**

We require that you demonstrate to us that your interface with our systems works correctly. When you meet our technical requirements we will notify you. Our detailed technical requirements are available to view at [docs.internetnz.nz](https://docs.internetnz.nz)

You may be required to demonstrate that you meet our requirements at any time. If you fail to meet these requirements, your access to the register may be suspended or terminated at our sole discretion.

## **5. Access to The Register**

To be permitted access to the register, you will need to:

- produce to us a .NZ REGISTRAR AUTHORISATION AGREEMENT signed by you and the Domain Name Commission (the Domain Name Commission Registrar Authorisation Agreement); and
- If you are normally resident outside New Zealand and do not have a New Zealand bank account, comply with our requirements in clause 11 for such persons.

On meeting the requirements in clause 4 and this clause 5, you will be permitted access to the register on the terms of this Agreement.

Your appointment is in addition to the right of other registrars to access the register. We can permit access to as many additional registrars as meet the requirements established by InternetNZ. You are permitted to state that you have been permitted access to the register

for the .nz domain name space but nothing else except as permitted by your **DOMAIN NAME COMMISSION REGISTRAR AUTHORISATION AGREEMENT**.

You agree that you are an independent person who has met certain requirements and therefore been permitted access to the register. You are not our agent and shall not hold yourself out in any way as being our agent.

## 6. Our Commitments to You

We agree that subject to the .nz policies and the terms of this Agreement we will:

- 6.1 notify you when you:
  - have met our access requirements and
  - are permitted to access the register;
- 6.2 provide you with the level of access to the registry systems that the registry permits to registrars who have entered into a **DOMAIN NAME COMMISSION REGISTRAR AUTHORISATION AGREEMENT**;
- 6.3 maintain the register to enable you to register and maintain a domain name for which you are the registrar chosen by the registrant;
- 6.4 maintain the registrations of domain names for which you are the registrar chosen by the registrant for the period for which the charges required under this Agreement have been paid for as long as we are legally permitted to do so;
- 6.5 use people with sufficient technical training, experience and skills to respond to and fix all problems associated with the register and its links;
- 6.6 provide you with the level of technical and customer service support described at [docs.internetnz.nz](https://docs.internetnz.nz)
- 6.7 publish on [docs.internetnz.nz](https://docs.internetnz.nz) the minimum technical requirements required by InternetNZ and us to protect the security of our systems and the data contained within them;
- 6.8 comply with the terms of privacy agreements between you and registrants and the Privacy Act 1993 in our management of personal information held on the register;
- 6.9 take all reasonable precautions to protect your personal information against: loss or unauthorised access or use, disclosure or other misuse;
- 6.10 exercise our responsibilities in a fair, open, transparent, and timely manner;
- 6.11 regularly attend the Registrar Advisory Group meetings convened by the Domain Name Commission;
- 6.12 send our communications to the email address specified by you;
- 6.13 always do our best to provide our services.

## 7. Your Duties to Us

### General Duties

You agree to meet these general duties. To:

- 7.1 make sure all information you give us is accurate and complete and that you have the authority to enter into this Agreement;

- 7.2 access the registry for the sole purpose of managing the domain names for which you are the designated registrar;
- 7.3 comply with all the requirements for being a registrar, including your obligations under this Agreement and your **DOMAIN NAME COMMISSION REGISTRAR AUTHORISATION AGREEMENT**;
- 7.4 comply with all our policies, directions, and instructions concerning access to the register and use of your interface with the register;
- 7.5 comply with the minimum technical requirements published on InternetNZ's website;
- 7.6 supply to us data as required by our technical specifications, which are available at [docs.internetnz.nz](https://docs.internetnz.nz). You grant us a right to use the data for management of .nz domain name space;
- 7.7 do everything you can to prevent your access to the registry systems from being used to send unsolicited communications to registrants except to registrants for whom you act who have authorised such communications;
- 7.8 use people with an appropriate level of training, experience, and skill to respond to and fix all technical problems concerning your use of the register and all links connected to it;
- 7.9 provide a reliable daily data backup and archive of all registration data;
- 7.10 provide information requested by us regarding your obligations under this Agreement within 7 days;
- 7.11 comply with all relevant legislation and in particular, the Fair Trading Act 1986 and the Privacy Act 1993;
- 7.12 maintain all records relating to your transactions, correspondence and communications with us for a period of not less than 7 years;
- 7.13 establish and maintain security procedures to prevent malicious or accidental disruption of your operations including loss, wrongful access, misuse, or unauthorised disclosure of information;
- 7.14 notify us immediately where the security of your identification and/or register access identifier is compromised;
- 7.15 advise us immediately if you or your officers:
  - are adjudicated bankrupt;
  - have a receiver appointed for any of your assets;
  - go into liquidation;
  - are convicted of an offence involving: dishonesty, fraud, misuse of funds, misuse of information or found to have breached the Privacy Act 1993;
- 7.16 establish procedures that enable registrants to transfer to a new registrar without interruption in the use of their domain name and follow the .nz policies regarding that topic;
- 7.17 keep us protected and indemnify us against any legal action taken against us because of the receipt or use of our services by you or someone you are responsible for or have a relationship with regarding our services;

7.18 make sure that all information you give to us is complete and accurate; this includes advising us promptly should you change address, premises, email address or phone/fax number.

## Duties of Other Persons

7.19 You agree to make sure everyone you are responsible for or have a business relationship with in relation to your role as an authorised registrar also meets the above duties.

## 8. Your Duty to Pay Our Charges

You agree to pay for the services we provide for you including all charges arising out of use of the register through use of your identification and/or log-on information, whether you have authorised that use or not.

Although our charges are correct at the date we publish them on our website at [docs.internetnz.nz](https://docs.internetnz.nz). We may alter our charges from time to time. When we alter them we will send you notice of the alteration at least one month before they come into effect, and make sure the alteration is not inconsistent with your **DOMAIN NAME COMMISSION REGISTRAR AUTHORISATION AGREEMENT**.

## 9. Our Usual Charges to You

Our usual charges are for the registration of domain names for registrants for whom you act in the .nz domain name space. We may also charge for technical assistance provided by us additional to the standard level of technical support provided to all registrars. We will tell you before any additional charge is incurred.

Our prices are stated in New Zealand dollars and exclude goods and services tax (GST).

## 10. Payment

We require our invoices to be paid on the 20th of the month following the date on the invoice by direct debit from a New Zealand bank account which you have control over or, if you are a foreign registrar, from a New Zealand bank account that we hold on your behalf as set out in clause 11. You will ensure that the account has sufficient funds in it to meet your financial obligations to us.

You will make arrangements and execute all documents necessary for all charges payable to us to be paid by direct debit and in particular you will send us a copy of the original direct debit form you sign with your bank.

## 11. Bank Accounts for Foreign Registrars

We will hold a bank account for any foreign registrar that does not have a New Zealand bank account. The following will occur in respect of the account:

- 11.1 You must pay an initial deposit into this account at a level determined by us before we accept any fee paying transactions.
- 11.2 The account will be debited for the invoiced amount and that amount credited to our business bank account.
- 11.3 We will send you an invoice informing you of the amount to be direct debited from that account on the due date.
- 11.4 It is your responsibility to have adequate funds in this account prior to the due date to pay the direct debit.

- 11.5 If this Agreement is terminated or you breach this Agreement or become bankrupt or otherwise insolvent then we reserve the right to set off any funds in this bank account against any amount owing.
- 11.6 Any interest earned on the account will be used to offset bank charges or fees in respect of that account.

## **12. Billing**

Electronic invoices will be issued in Adobe PDF format by the tenth day of each month for the previous calendar month. This invoice will be sent to the Registrar's designated email address, unless notified otherwise by us.

You agree to pay each invoice by the due date for payment specified in clause 9, without set off, deduction or counterclaim.

We will base our invoices on records held in the SRS system.

If you believe that an invoice contains a mistake, please contact us by the date notified on the invoice, but otherwise at least 5 days before the date of payment and we will investigate the matter. If we agree that we have made a mistake then we will correct the invoice immediately. If we find that there is no mistake and the payment date is due you will pay the outstanding amount immediately.

## **13. Non Payment of Our Charges**

Payment of our charges by the due date for payment is essential to us.

If you do not pay an invoice by the due date for payment, in addition to any other legal rights available to us particularly our right in clause 15 we may:

- charge you interest on the unpaid amount from the due date for payment until you pay it. The interest rate will be the base rate charged to us by our bank on the due date for payment, plus a margin of 5% per annum on this rate;
- stop accepting fee paying transactions from you;
- call up any letter of credit given to us by you;
- apply any funds held by us on your behalf towards payment of any sum of money owing by you to us;
- charge you any reasonable costs we have to pay in collecting any money you owe us including the cost to us of exercising our legal rights.

## **14. Your Credit Limit with Us**

In consultation with you, we will establish your credit limit for the use of our services. We may require you to deposit a sum of money not exceeding the credit limit with us, or at our option, require you to establish and deliver to us a letter of credit from a financial institution acceptable to us for the amount of your credit limit.

## **15. Refusal to Supply Services**

If you do not pay our charges or meet any duties you have to us we may refuse to provide a service you request at any time.

## **16. Protecting Our Systems**

Where you are experiencing a technical problem in the interface of your business systems with the register which in our discretion puts the integrity of our systems and databases at

risk, we may suspend your access to the register. You will be required to rectify the technical problem to our satisfaction before your access will be resumed. We may require you to test your interface in a test environment to our satisfaction before allowing your access to resume.

## 17. Your Ability to Ask For Compensation From Us

You agree that your rights to compensation are determined and limited by clause 18 of this Agreement.

## 18. Liability

- 18.1 In consideration of the Domain Name Commission having taken out insurance on your behalf, as set out in the **DOMAIN NAME COMMISSION REGISTRAR AUTHORISATION AGREEMENT**, you agree to our excluding and limiting our liability to you as set out in this clause.
- 18.2 Except to the extent that liability cannot be limited or excluded by law, we exclude all liability that we may have to you for all events giving rise to liability on our part arising out of or in connection with this Agreement. This exclusion also applies for the benefit of the following persons:
- (a) any entity we are in any business relationship with;
  - (b) every officer, employee, contractor, agent of us or any entity in clause 16.2(a);
  - (c) the NZ Domain Name Commissioner;
  - (d) anyone else we get to perform our duties under any agreement you have with us.
- 18.3 None of the persons specified above in clause 16.2 is liable or has to pay you for anything else in connection with or resulting from anything any of us does or does not do, or delays in doing, whether or not it is contemplated or authorised by any agreement you have with us.
- 18.4 This exclusion of liability:
- (a) shall apply whether the liability claim is based on breach of contract, breach of warranties, tort, negligence, strict liability or other legal theory; and
  - (b) does not prevent you from getting a court order requiring us to do anything we have agreed to do for you.
- 18.5 Notwithstanding the foregoing, if any of the persons outlined above is ever liable to you and, for any reason, cannot rely on the exclusion of liability set out in this clause 18, the maximum combined amount of damages recoverable for all events, acts or omissions will not exceed the amount of the authorisation fee paid by you to the Domain Name Commission at the time when your application for authorisation as a registrar was submitted.

## 19. Information About You

During our relationship we will collect information about you from yourself and others.

Under the Privacy Act 1993, we follow strict security procedures in storing and disclosing information about you, to prevent unauthorised access. Our security measures mean that we may request proof of identity before we disclose sensitive information to you.

You may decide whether to provide any information we seek from you. However, if you do not provide it we may not be able to provide our services to you.

You may ask to see information we hold about you and ask for any details that are wrong to be corrected.

We may hold the information and share it with our officers, employees, contractors, and agents. This enables us and those other persons to provide services to you, to send you invoices and keep you informed of new services as they become available.

We may share with any person the numbers of:

- domain name registrations arranged by you according to: date of registration/name of registrar/zone/status, or any combination of these criteria;
- domain names arranged by you and transferred and cancelled according to: date of transfer or cancellation/name of registrar/zone/status, or any combination of these criteria.

## **20. Registration of a Domain Name**

When you register a domain name in the .nz domain name space you are:

- 20.1 registering a domain name for a registrant because no other person has it according to the records of the register;
- 20.2 not representing anything else to anybody regarding that domain name or any other domain name. The entry of a domain name in the "who is" database shall not be taken as evidence of anything other than such registration;
- 20.3 responsible to notify any registrant for whom you act that use of the domain name may breach third party legal rights and that it is the registrant's responsibility as a condition of registration to satisfy itself that such legal rights are not infringed and to protect you, us and everybody who has the benefit of this Agreement, from any claim arising out of that person being registered the domain name.

## **21. Register is the Record**

For all purposes the details shown in the register shall be treated as correct and the authoritative record.

## **22. Law & Jurisdiction Applying to this Agreement**

Unless we otherwise agree in writing, this Agreement contains all the terms of our relationship and continues to apply no matter where you are located at the time any of the services are provided or where you reside. This will be the case until this Agreement is cancelled except to the extent clause 33 says otherwise.

To the extent legally permitted:

- 22.1 these terms shall be governed by and interpreted in accordance with New Zealand law;
- 22.2 any claim or dispute arising out of or in connection with this Agreement must be notified in writing within 60 days from the date the relevant service was supplied to you;
- 22.3 any dispute, difference or claim arising out of or in connection with this Agreement shall be finally resolved by either you or us serving on the other, notice in writing requiring that the matter be determined by arbitration before an independent qualified person to be appointed by the President or Vice-President for the time being of the New Zealand Law Society.
- 22.4 except as otherwise stated, you may take action against us only in a New Zealand court;



22.5 where you or any registrant for whom you act supplies incorrect information regarding a domain name and we incur cost in any matter concerning that name then we may recover the costs incurred by us from you.

### **23. Right to Make Policies Regarding The Register**

You agree that we will provide and maintain policies affecting the technical operation of the register and at any time we may amend those policies. We agree to publicise such amendments before implementing them. Our standard procedure will be to consult on such changes through the Registrar Advisory Group, except where in our opinion the integrity of the registry systems is at significant risk. All changes to policies will be notified to you by email and by posting them [docs.internetnz.nz](https://docs.internetnz.nz) before the date they become effective.

### **24. Altering These Clauses**

We may alter or remove existing clauses of this Agreement or add new ones. Alterations may be in the nature of completely new clauses. We can do this without the need to obtain your consent or the consent of the persons in clause 27.

We will notify you by email of any alterations we are making and the changes shall come into effect on the date mentioned in the notice. If no such date is mentioned the change will be effective from the date one month after the notification.

Please ask us at any time for a copy of our current Agreement with you.

### **25. Sending Invoices and Notices**

We will send notices to the last email address. We can assume any:

23.1 email has been received when it has been sent to the email address we sent it to even if it has not been downloaded from the Internet Service Provider hosting the email address;

You may send any notice to us by: emailing it to [registry@internetnz.net.nz](mailto:registry@internetnz.net.nz).

### **26. Meeting Our Duties Through Agents**

We may have any agent approved by us in writing perform any part of our side of the Agreement you have with us. If that occurs, each of those persons and their officers, employees, contractors or agents shall have the benefit of any terms that confer benefits on us.

### **27. Transferring Responsibilities**

We may transfer the whole of our side of the Agreement you have with us to someone else. We will tell you if we do this. You may not transfer this Agreement or any benefit or obligation of it to anybody. If you are a business and your management or control is altered, then this will be treated by us as a transfer of this Agreement entitling us to end it. For the purposes of this clause the Contracts (Privity) Act 1982 shall apply.

### **28. More Than One Person**

All the persons who you permit to perform or carry out your role as a registrar, and use or acquire services from us, are treated by us as persons you are responsible for under this Agreement and must meet all your duties under it. Notwithstanding this clause you shall be solely responsible for performing all obligations under this Agreement.

### **29. Each Clause Separately Binding**

Each clause of every agreement you have with us is separately binding.

If for any reason we, you, or any of the persons specified in clause 18 cannot rely on any clause, all other clauses of it are binding.

### **30. Communication with Registrants**

It is agreed by both of us that while generally we will not communicate with any registrant for whom you act, there are circumstances when we are authorised to do so, namely:

- when instructed in writing to do so by InternetNZ; or
- any other circumstances determined by InternetNZ.

### **31. Changes to Our Systems**

From time to time, we may make changes to the software and/or minimum technical requirements that enable you to interface with our systems.

Where we do this we will always follow the processes required by InternetNZ.

We will always give you a minimum of one month notice of these changes prior to the implementation.

We will not be obliged to give you notice if in the opinion of InternetNZ the integrity of our systems is at risk.

### **32. Term and Termination**

32.1 The term of this Agreement will start on the date that both parties sign the Agreement and shall continue until terminated in accordance with this Agreement.

32.2 We may, at any time, by giving one month's written notice to you, terminate this Agreement if for any reason whatsoever which we, in our sole discretion, consider sufficient. Advice of that reason shall be included in the notice to you.

32.3 You may, at any time, by giving two months' written notice to us, terminate this Agreement without cause.

32.4 Either party may terminate this Agreement by giving 5 days' written notice of termination to the other if there is a breach or default by a party of a material obligation under this Agreement.

32.5 Unless the parties agree otherwise, the Agreement will end immediately upon the expiry of the written notice period specified in clauses 32.2, 32.3 and 32.4.

32.6 Upon termination of this Agreement, you shall:

- (a) take all actions necessary to safeguard the rights of registrants for whom you act; and
- (b) cease to hold yourself out as one of our registrars; and
- (c) immediately discontinue acting as a registrar; and
- (d) (where termination is by you) arrange for the transfer of registered domain names for which you are the designated registrar to a new registrar(s) and the notification of this to each registrant for whom you act; and
- (e) (where termination is by us) you agree we have the right to direct you to transfer registered domain names for which you are the designated registrar, to other registrars of ours in line with the policy published by us; and

- (f) work co-operatively with all persons who we say are involved in transfers of registered domain names for which you are the designated registrar to other registrars.

32.7 Termination of the Domain Name Commission Registrar Authorisation Agreement means the .nz CONNECTION AGREEMENT is cancelled.

### 33. Rights and Responsibilities That Continue

The cancelling of any agreement you have with us does not affect any rights and responsibilities which are intended to continue or come into force afterwards. These include the rights and duties under clauses 2, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 17, 19, 20, 21, 22, 23, 24, 28, 30, 31, 32, and this clause 33.

Signed for and on Behalf of  Internet New Zealand Incorporated    <hr/> <hr/> [insert name of person signing]  Title: [ ]	Signed for and on Behalf of  <hr/> [insert full and formal name of Registrar's legal entity]:  trading as _____  <hr/> <hr/> [insert name of person signing]  Title: [ ]
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