



.nz Connection Agreement

Internet New Zealand Incorporated

and

_____ **(Registrar)**

AGREEMENT dated the _____ day of _____ [year]

BETWEEN

INTERNET NEW ZEALAND INCORPORATED (InternetNZ)

AND

_____, trading as _____ [_____]
Legal Name Trading Name NZBN/ABN or Company Number

(Registrar)

Background

- A. InternetNZ operates and manages the Registry and .nz Domain Name Space.
- B. The Registrar has submitted an Application for Authorisation to DNC and DNC have accepted the application.
- C. The Registrar has entered into an Authorisation Agreement with DNC no longer than six months prior to the date of this Agreement (unless an extension of time is granted by DNC).
- D. The Registrar has completed an assessment to demonstrate to InternetNZ's satisfaction that their interface works correctly with the InternetNZ systems and this assessment has been completed within six months (or as per any extension granted by DNC) of DNC accepting the application referred to in B above.
- E. From the Authorisation Date, the Registrar will be authorised to manage .nz Domain Names on behalf of Domain Name Holders and direct InternetNZ on behalf of Domain Name Holders to make changes to the .nz Register in accordance with the .nz Rules.
- F. This Agreement should be read together with the .nz Rules.

Agreement and Key Details

Agreement

InternetNZ agrees to provide, and the Registrar agrees to purchase, Services on the terms of this Agreement. The Agreement comprises:

Reg ID {{ Reg ID }}

- Agreement and Key Details
- General Terms
- Schedule A: Charges

Key Details

Start Date: The day when the Registrar is given access to the Services by InternetNZ.

Services: Any Services InternetNZ provides to the Registrar to enable them to access the Registry and maintain the .nz Register and all other related services.

Requirements: InternetNZ shall only grant the Registrar access to the Registry if they meet the requirements and conditions detailed in clause 1.0 of the General Terms.

Charges: Refer to [Schedule A](#).

Signatures

SIGNED for and on behalf of
INTERNETNZ:

SIGNED for and on behalf of
REGISTRAR:

Authorised Signatory

Authorised Signatory

Name: Tim Johnson

Name:

Position: Tumuwhanake | GM Customer & Product, InternetNZ

Position:

Date:

Date:

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Definitions & Interpretation

Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply:

Applicable Laws means all applicable statutes, orders, by-laws or regulations binding on a party or applicable to a party.

Authorisation Agreement means the agreement entered into between the Registrar and the Domain Name Commission which authorises the Registrar to act as a registrar in the .nz Domain Name Space.

Authorisation Application means the application submitted by the Registrar to DNC requesting authorisation to be a Registrar in the .nz Domain Name Space and includes any other supporting information provided as part of the application process that DNC relied on to assess the application.

Authorisation Date means the date that a Registrar's authorisation comes into effect as specified in clause 11.2.8 of the .nz Rules.

Authorisation Fee means the fee paid by the Registrar to DNC at the time the Authorisation Application was submitted to the Domain Name Commission.

Auto-Renew Grace Period is the period beginning when a .nz Domain Name is automatically renewed by InternetNZ and ending 45 days after the renewal date.

Charges means the charges payable by the Registrar for the Services provided by InternetNZ.

Control means the:

- a) power to direct or control the direction of the management of an entity, whether through ownership of voting securities, by contract, or otherwise; or
- b) the direct or indirect ownership or control of more than 50% of the voting shares or other equity interests of an entity; or
- c) the ability to appoint or remove a majority of the board of directors or equivalent governing body of an entity; or
- d) the power to exercise, directly or indirectly, a controlling influence over the management or policies of the entity.

Confidential Information means any and all information relating to this Agreement and any and all information concerning a party's activities, business, finances, software, know-how, information, trade secrets, projects, forecasts, information relating to systems or processes, marketing information, customer information or any other information relating to or owned by a party or that is obtained directly or indirectly from a party under or in connection with this Agreement.

Domain Lock Service means the security option that may be offered by InternetNZ which a Registrar who is an approved Domain Lock Agent will be able to subscribe to.

Domain Name means an alphanumeric string in accordance with the requirements detailed under clause 2.3 of the .nz Rules.

DNC means Domain Name Commission Limited, a subsidiary of InternetNZ.

Domain Name Holder means the person or lawfully constituted entity named on the .nz Register including, as the context requires:

- a) the person or entity identified in the 'Registrant Name' field as the result of a query search via the DNC website domain lookup tool; and
- b) a prospective Domain Name Holder.

Foreign Registrar means a Registrar that does not have a presence (physical or in any other way) in New Zealand and does not hold a New Zealand Bank Account.

Foreign Registrar Account means a New Zealand bank account held and operated by InternetNZ on behalf of the Foreign Registrar.

Foreign Registrar GST Status & Payment Option Form means the form used by a Foreign Registrar to confirm their GST status and payment option which is provided by InternetNZ.

GDPR means the General Data Protection Regulation ((EU) 2016/679) issued by the European Parliament and the Council of the European Union.

InternetNZ Product Documentation Portal means the website where all InternetNZ technical documentation is stored which can be found [here](#).

Insolvency Event means any of the following events in respect of a Registrar:

- a) the Registrar unable to pay its debts as and when they fall due;
- b) the Registrar ceases, or threatens to cease, to carry on business;

- c) the Registrar has had a meeting convened, resolution proposed, petition presented or order made for its liquidation, winding up, statutory management or similar procedure;
- d) the Registrar has had a receiver, manager, statutory official, liquidator, administrator or other person of similar function appointed in relation to its assets;
- e) a security holder, mortgagee, or chargee has exercised, attempted to exercise or indicated an intention to exercise its rights under any security of which the Registrar is the security provider, mortgagor or chargor;
- f) the Registrar is subject to voluntary administration; or
- g) the Registrar is subject to anything analogous to the above under the laws of any applicable jurisdiction.

New Registrar means a new Registrar to which the current Registrar transfers the .nz Domain Name they have registered on behalf of a Domain Name Holder (and any associated services they provide to the Domain Name Holder).

.nz Domain Name means any Domain Name that ends in .nz.

.nz Domain Name Space means the space under which .nz Domain Names exists.

.nz Register means the database maintained by InternetNZ that is the sole, authoritative register of .nz Domain Names and associated data.

.nz Rules means the rules that bind all the participants in the .nz Domain Name Space, which can be found on the InternetNZ [website](#).

.nz Policies means any policies developed by InternetNZ affecting the operation of the .nz Register and the Services.

Services means the services InternetNZ provides the Registrar to enable them to access the Registry and maintain the .nz Register and all other related services.

Start Date means the day when the Registrar is given access to the Services by InternetNZ.

Registrar means the registrar referred to on the cover page of this Agreement and a person or entity authorised under clause 11 of the .nz Rules (Authorisation of Registrars) to access the .nz Register and manage .nz domain names on behalf of Domain Name Holders.

Registration Grace Period is the period beginning when a .nz Domain Name is registered and ending 5 days after the registration.

Registration Data means any data that the Registrar collects in relation to registrations.

Registry means the systems operated and managed by InternetNZ to administer and operate the .nz Register, including the transfer to the primary zone files for the NZ country code.

Renewal Grace Period is the period beginning only when a .nz Domain Name is explicitly renewed by the Registrar and ending 5 days after the renewal. The Renewal Grace Period does not apply when the term of .nz Domain Name has been extended as part of a transfer from one Registrar to another.

Reseller means any person working in any way through or with a Registrar's systems in registering or managing .nz domain names on behalf of a Domain Name Holder.

Personal Information means any information that identifies an individual or by which one's identity can be reasonably ascertained and as defined under section 7 of the Privacy Act 2020.

Technical Requirements means the technical requirements set out in the [InternetNZ Product Documentation](#) Portal.

Working Day means any day other than a Saturday, Sunday or public holiday in Wellington, New Zealand.

Interpretation

In this Agreement, unless the context otherwise requires:

- a) References to the clauses, sub-clauses and schedules are to the clauses, sub-clauses and schedules to this Agreement.
- b) Headings are for convenience only and will not affect the interpretation of this Agreement.
- c) Words in the singular include the plural and vice versa.
- d) Where any term defined in this Agreement takes a different form for reasons of grammar, the different form has a corresponding meaning.
- e) A reference to a person includes individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations,

governmental and other regulatory bodies or authorities and other entities, in each case whether having separate legal personality.

- f) Reference to any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced.
- g) References to times of day or dates are to New Zealand times and dates respectively unless specifically stated otherwise.
- h) The term including means including without limitation and the term includes means includes without limitation.
- i) Any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- j) The terms written and in writing include any means of reproducing words, figures or symbols in a tangible and visible form.
- k) No rules of construction apply to the disadvantage of a party because that party was responsible for preparing this Agreement or any part of it.

General Terms

1.0 Requirements and conditions

1.1 **Requirements:** As at the date of this Agreement, the Registrar must have:

- a) demonstrated to InternetNZ's satisfaction that their interface works correctly with the Registry; and
- b) if the Registrar is a Foreign Registrar, must meet the requirements under clause 3.6.

1.2 **Conditions:** It is a condition of this Agreement that the Registrar has entered into an Authorisation Agreement with DNC no longer than six months prior to the date of this Agreement (unless an extension has been granted by DNC) and, after entry into the Authorisation Agreement:

- a) remains a party to the Authorisation Agreement, which is not terminated, cancelled or expired; and
- b) maintains compliance with the Authorisation Agreement.

1.3 **Demonstrate and/or confirm requirements:** InternetNZ may at any time and without notice, request the Registrar to demonstrate and/or confirm the requirements detailed in clause 1.1 above (and 1.2 if applicable). If the Registrar is unable to demonstrate and/or confirm the requirements within a reasonable period of time as advised by InternetNZ, InternetNZ may (at their sole discretion) suspend or terminate the Service or any part of the Service.

2.0 Obligations and powers

2.1 **InternetNZ obligations:** In addition to the other obligations under this Agreement, InternetNZ agrees to:

- a) allow the Registrar to access the Registry;
- b) maintain the Registry to enable the Registrar to maintain the .nz Domain Name(s) for which the Registrar is responsible for;
- c) maintain the registration of the .nz Domain Names for which the Registrar is responsible for and provide the Services for the period for which the Charges required under this Agreement have been paid for as long as we are permitted to do so;

- d) respond accordingly to and provide sufficient assistance to resolve any technical issues that a Registrar may face in relation to the Registry (for example technical and customer service support as described on the [registry support page](#) on InternetNZ website);
- e) exercise their obligations in a fair, open, transparent and timely manner

2.2 **Registrar obligations:** In addition to the other obligations under this Agreement, the Registrar agrees to:

- a) comply with the terms of this Agreement;
- b) provide InternetNZ with accurate and complete information at all times within 7 Working Days of InternetNZ making the request;
- c) access the Registry for the sole purpose of managing the .nz Domain Name(s) for which the Registrar is responsible for;
- d) comply with the .nz Rules as amended from time to time, including:
 - i) meeting the requirements and Registrar obligations under .nz Rules;
 - ii) keeping up to date with any changes to the .nz Rules which InternetNZ may make from time to time (in their sole discretion) and notify the Registrar of these changes;
 - iii) ensuring their Domain Name Holders and any third parties that the Registrar engages are aware of the .nz Rules;
- e) not engage in any activity that could or does bring the .nz Domain Name Space into disrepute;
- f) perform its obligations under or in connection with this Agreement in accordance with Applicable Laws;
- g) comply with the Technical Requirements;
- h) establish and maintain security procedures as are reasonable in the circumstances to prevent any malicious or accidental disruption of their operations including but not limited to, loss of, unauthorised access, unauthorised use, unauthorised disclosure and unauthorised modification or other misuse of, data used by the Registrar in connection with the .nz Domain Name Space;
- i) ensure it has sufficient security and other procedures in place to:

- i) not compromise the security, stability and resilience of the Registry and the .nz Domain Name Space;
 - ii) prevent technical failure, breach of security, and cause disruption to the .nz Register and the .nz Domain Name Space;
 - iii) prevent technical failure of its business operations, and services the Registrar provides, in connection with the .nz Domain Name Space;
 - iv) ensure the availability of any of the services the Registrar provides in connection with the .nz Domain Name Space;
- j) notify InternetNZ immediately when the Registrar becomes aware of:
 - i) any security incident that affects a system containing Registration Data; or
 - ii) any new material risks (being risks a Registrar, acting as a reasonable person, identifies to have a potential significant impact) that impact the confidentiality or integrity of Registration Data; or
 - iii) any unauthorised disclosure of authentication credentials for the Registry held by The Registrar.
- k) notify InternetNZ immediately if:
 - i) the Registrar is subject to an Insolvency Event;
 - ii) the Registrar or any of its directors breaches any Applicable Law or is convicted of any offence involving dishonesty, fraud, misuse of funds or misuse of information;
 - iii) the Registrar has experienced, or is likely to experience, any outage and/or disruption to the services it provides to Domain Name Holders; or
 - iv) the Registrar is in breach of, or may have breached, this Agreement;
- l) notify InternetNZ in writing as soon as the Registrar becomes aware of, and where reasonably practicable, at least one calendar month before implementing any material change to the nature or manner in which the Registrar performs its obligations, services and activities as a Registrar (and, without limiting the generality of the foregoing words), a material change may include:

- i) outsourcing or subcontracting to a third party any substantial part of the Registrar's performance of its obligations, services and activities it performs as a Registrar;
- ii) introducing new systems and processes to perform the Registrar's obligations, services and activities as a Registrar that materially change the manner in which the Registrar performs such obligations, services and activities;
- iii) any restructure of, or material reduction in, the Registrar's key personnel that interact with. or provide services to, Domain Name Holders;
- iv) any director of the Registrar resigning, being removed or otherwise ceasing to hold office; and
- v) any director of the Registrar being appointed.

2.3 **DNC monitoring and enforcement powers:** In accordance with the .nz Rules DNC has monitoring and enforcement powers (in consultation with InternetNZ) in relation to this Agreement, including but not limited to ensuring the Registrar complies with the obligations and requirements provided in this Agreement. DNC may take any action or impose any measure it considers appropriate to remedy the breach or encourage greater compliance with this Agreement.

3.0 Charges

3.1 **Charges payable:** The Charges payable by the Registrar are detailed in [Schedule A](#) and are shown in New Zealand dollars and exclude goods and services tax (GST) unless otherwise indicated. All Charges for any registration or renewal for a period of one year or more (max of 10 years) shall be paid in full. For avoidance of doubt if a Registrar is renewing a .nz Domain Name for the period of two years, the Registrar must pay the fee for the two year period.

3.2 **Non-refundable:** The Charges are non-refundable unless the Registrar cancels the registration during the Registration Grace Period, Renewal Grace Period or the Auto-Renew Grace Period. If the Registrar cancels the registration during the Registration Grace Period, Renewal Grace Period or the Auto-Renew Grace Period, they shall receive a credit which shall automatically be applied to any current or future Charges.

3.3 **Update to charges:** InternetNZ may from time to time update the Charges and provide written notice to the Registrar at least two months before the updated

Charges are to come into effect and ensure the update is consistent with the Authorisation Agreement.

- 3.4 **Electronic invoice:** InternetNZ shall issue an electronic invoice for the Services, to the Registrar via the email address provided by the Registrar, unless otherwise agreed, by the 5th day of each month for Charges accrued in the previous month.
- 3.5 **Direct debit authority:** The Registrar agrees to do all things necessary prior to the Start Date to provide InternetNZ with the authority to directly debit the Registrar's New Zealand bank account for the Charges (Registrar's Bank Account) including completing a direct debit form.
- 3.6 **Foreign Registrar payment options:** If a Registrar is a Foreign Registrar, they shall, prior to the Start Date complete the Foreign Registrar GST Status & Payment Option Form and either:
- a) provide InternetNZ with the authority to directly debit a New Zealand bank account (Foreign Registrar's Bank Account) for the Charges; or
 - b) request InternetNZ to set up a Foreign Registrar Account on their behalf from which the Charges shall be deducted.
- 3.7 **Interest earned on Foreign Registrar Account:** InternetNZ shall apply any interest earned (if applicable) on a Foreign Registrar Account to offset any bank charges or fees incurred by that account.
- 3.8 **GST for Foreign Registrar:** A Foreign Registrar may request InternetNZ to issue a zero-rated tax invoice by completing the Foreign Registrar GST Status & Payment Option Form. InternetNZ shall review the Foreign Registrar GST Status & Payment Option Form and if they are satisfied that the Foreign Registrar meets the zero-rated supplies criteria as prescribed under the Goods and Services Tax Act 1985 (the GST Act) InternetNZ will apply the GST at 0%. If at any time the Foreign Registrar becomes aware that they no longer meet the criteria under the GST Act they must notify InternetNZ immediately and InternetNZ shall charge GST at the standard rate as required by the GST Act.
- 3.9 **Payment:** InternetNZ will directly debit the Registrar's Bank Account, Foreign Registrar's Bank or the Foreign Registrar Account (as applicable) on the 20th day of the month (Payment Date) following the month the electronic invoice is dated. By way of example, if the electronic invoice is dated 31 May, the payment will be deducted on 20 June.

- 3.10 **Registrar to pay charges:** The Registrar agrees to pay for the Services, any other charges that arise from the use of the Registry and any other services requested through the use of the Registrar's identification and/or login information (whether such a request has been authorised by the Registrar or not).
- 3.11 **Disputed charges:** Notwithstanding clause 3.10, if the Registrar does not agree with the charges on the electronic invoice the Registrar must email InternetNZ's accounts team (accounts@internetnz.net.nz) by the date noted on the electronic invoice or if no date is noted, then at least 10 Working Days before the Payment Date. InternetNZ will review the disputed charges and if any amendments are required InternetNZ shall reflect this on the next invoice.
- 3.12 **Adequate funds:** The Registrar must ensure that there are adequate funds in the Registrar's Bank Account, Foreign Registrar's Bank Account or Foreign Registrar Account (whichever is applicable to the Registrar) on or before the 20th day of each month.
- 3.13 **Non-payment:** If the Registrar is in default of its obligations in relation to the Charges, then notwithstanding any other rights and remedies available in this Agreement, at law or otherwise, InternetNZ will be entitled to:
- a) charge interest based on the comparable interest rates charged by New Zealand banks plus a 5% margin on the unpaid amount as at the Payment Date until the Charges are paid in full; and/or
 - b) stop accepting fee paying transactions from the Registrar (for example creating new registrations); and/or
 - c) call upon any letter of credit the Registrar has provided to InternetNZ; and/or
 - d) use any funds held by InternetNZ on behalf of the Registrar, towards the outstanding amount; and/or
 - e) suspend the Service in accordance with clause 10.10 or terminate the Service in accordance with clause 10.3; and/or
 - f) charge the Registrar any reasonable costs incurred in carrying out any of the steps in subclauses 3.13(a) to (e).

4.0 Registry

- 4.1 **Unsolicited communications:** The Registrar must take all reasonable steps to ensure that the Registrar's access to the Registry is not used to send

unsolicited communications to Domain Name Holders other than the Domain Name Holders under the Registrar's management.

- 4.2 **Technical issues with interface:** If the Registrar is experiencing any technical issue(s) with the interface between the Registrar's system and the Registry, the Registrar must notify InternetNZ immediately.
- 4.3 **Technical issues related to the use:** The Registrar must ensure that any technical issues related to the use of the Registry and any other platforms related to the Registry, are responded to and fixed by those with an appropriate level of training, experience and skill. Where any issue will impact InternetNZ, their Domain Name Holders or any other Registrars, the Registrar must contact InternetNZ immediately.
- 4.4 **Technical issue to impact safety/security:** If InternetNZ, in their sole discretion, decides that the technical issue(s) referred to in the above clauses 4.2 & 4.3, will impact the safety and/or integrity of the Registry and/or databases, InternetNZ may suspend the Registrar's access to the Registry until the technical issue(s) are resolved to InternetNZ's satisfaction.
- 4.5 **Material impact to safety/security:** If InternetNZ, in their sole discretion, decides that the Registrar has acted or is acting (or omitted/omitting to act) in such a way that has caused or is causing material impact to the safety and/or integrity of the Registry and/or databases, InternetNZ may suspend the Registrar's access to the Registry until InternetNZ is satisfied the reason for the suspension no longer exists or the Registrar will not be able to cause such material harm.
- 4.6 **Testing of Registry:** Registrars must carry out regular testing of the Registry and from time to time as advised by InternetNZ prior to each new release. If during the testing the Registrar identifies any issues they must inform InternetNZ immediately so that InternetNZ can respond promptly and/or prior to the release. For avoidance of doubt, if the Registrar does not carry out any testing and/or fails to report any issues that have been identified during the testing as per this clause this will constitute a breach of this Agreement.
- 4.7 **Changes to the Registry:** InternetNZ may from time to time make changes to the software and/or Technical Requirements that enable the Registrar's system to interface with the Registry.
- 4.8 **Notification of changes to the Registry:** InternetNZ shall provide the Registrar reasonable notice (in their sole discretion) of any significant changes to the Registry. The Registrar acknowledges that there may be some circumstances in which InternetNZ may not be able to give reasonable notice, such as urgent changes to the Registry to prevent certain risk or harm to it.

- 4.9 **Transfer:** The Registrar must establish procedures in accordance with the .nz Rules that enable Domain Name Holders to transfer to a New Registrar without interruption in the use of their .nz Domain Name and ensure they do not act or omit to act in a way that shall impede the transfer process.
- 4.10 **Registration of .nz Domain Name:** If the Registrar is to register a .nz Domain Name in the .nz Domain Name Space they must only register the .nz Domain Name if no other person has registered the .nz Domain Name as recorded in the Register.
- 4.11 **Domain Name must not breach third party rights:** If the Registrar is to register a .nz Domain Name as per clause 4.10, they must notify the relevant Domain Name Holder that as part of the conditions of registering a .nz Domain Name the .nz Domain Name must not breach a third party's legal rights and that the Domain Name Holder is responsible to ensure that the .nz Domain Name does not breach a third party's legal rights.
- 4.12 **No representation:** The Registrar acknowledges that they do not represent any person in regard to the .nz Domain Name they register (or any other .nz Domain Name) and any entry of a .nz Domain Name in the .nz Register shall not be interpreted as anything else other than registration of information of the Domain Name.
- 4.13 **.nz Register is record:** All records and details shown in the .nz Register shall be treated as correct and the authoritative record. The Registrar must ensure all details in the .nz Register are accurate and up to date.

5.0 Data

- 5.1 **Registrar to supply data:** The Registrar must supply InternetNZ with the data required under the Technical Requirements and grants InternetNZ the right to use this data for the purposes of managing the .nz Domain Name Space and to provide the Services.
- 5.2 **Daily data backup:** The Registrar must conduct a daily data backup of all Registration Data received on that day and maintain an archive of this Registration Data in accordance with clause 11.1 of this Agreement.

6.0 Liability

- 6.1 **Excluded and limit liability:** In consideration of the public liability insurance the Domain Name Commission maintains on behalf of all Registrars (as set out in the Authorisation Agreement) the Registrar agrees to exclude and limit InternetNZ liability as set out in this clause.
- 6.2 **Excluded liability:** Except to the extent liability cannot be excluded by law, InternetNZ will not be liable for:
- a) any loss or damage arising from a breach of this Agreement, breach of warranties, tort, negligence, strict liability or other legal theory;
 - b) business interruption, loss of revenue, loss of income, loss of business, loss of profits, loss of contracts, loss of data, loss of investment or any indirect or consequential loss arising in connection with, or as a result of, the supply or non-supply of the Services or otherwise in connection with this Agreement;
 - c) any claim, action or proceeding by a third party against the Registrar (or any loss, damages or liability incurred or suffered by the Registrar as a result of such claim, action or proceeding).
- 6.3 **Limit liability:** Notwithstanding anything else contained in this Agreement, the maximum liability of InternetNZ to the Registrar whether under contract, at law in equity or otherwise for any loss in connection with this Agreement is an amount equal or less than the amount of the Authorisation Fee paid by the Registrar to the Domain Name Commission.
- 6.4 **Additional persons:** The above clauses excluding liability shall also apply to:
- a) any entity InternetNZ has a business relationship with;
 - b) any officer, employee, contractor or agent of InternetNZ or any entity referred to in (a);
 - c) the Domain Name Commissioner;
 - d) any third party InternetNZ may engage with to carry out any or part of the Services under this Agreement.
- 6.5 **Survival:** This clause 6 survives termination or expiry of this Agreement.

7.0 Indemnity

- 7.1 **Registrar indemnifies InternetNZ:** The Registrar indemnifies InternetNZ against any and all claims, demands, suits, actions, causes of action and/or liability of any kind whatsoever for all damages, losses and/or expenses (including without limitation, reasonable legal and other related costs) (each a “Claim”) arising out of, or relating to, the receipt or use of the Services by the Registrar or someone the Registrar is responsible for or have a relationship with regarding the Services, including, without limitation, any Claim:
- a) brought by the Registrar’s Domain Name Holder; or
 - b) that arises out of any breach by the Registrar or any of its agents, contractors or Resellers of this Agreement.
- 7.2 **Survival:** This clause 7 survives termination or expiry of this Agreement.

8.0 Confidentiality and Privacy

- 8.1 **Confidentiality:** Subject to clause 8.3, each party will not (and each party shall procure that its personnel and any person to whom the party is authorised by this Agreement to disclose), at any time, directly or indirectly:
- a) disclose or permit the disclosure of the other party’s Confidential Information to any person; or
 - b) use the other party’s Confidential Information other than for the purpose for which it was provided,
- 8.2 **Exceptions:** Clause 8.1 shall not apply to the extent the disclosure is:
- a) required by Applicable Laws (in which case, unless precluded by Applicable Laws, the recipient party will use reasonable efforts to provide the disclosing party with sufficient notice, assistance and co-operation to allow it to prevent or minimise the disclosure);
 - b) necessary to fulfill its obligations under, or is permitted under, this Agreement or the .nz Rules;
 - c) in relation to information that is publicly available without any cause attributable to the disclosing party; or
 - d) agreed to by the other party and the other party has given its prior written consent to any such disclosure or use.
- 8.3 **InternetNZ to share information:** The Registrar acknowledges and agrees that InternetNZ shall:

- a) share any and all information submitted to InternetNZ or created by InternetNZ as part of this Agreement with DNC to enable DNC to carry out their obligations and responsibilities under the Authorisation Agreement; and
- b) share with any person information about:
 - i) .nz Domain Name registrations arranged by the Registrar according to: date of registration / name of the Domain Name Holder / zone/ status / or any combination of such criteria;
 - ii) .nz Domain Names arranged by the Registrar and transferred and cancelled according to: date of transfer or cancellation / name of Domain Name Holder / zone / status /or any combination of such criteria.; and
 - iii) the number of domain locks that InternetNZ has put in place for the Domain Name Holders at any time once the Domain Lock Service is available.

8.4 **Adequate security measures:** Each party will effect and maintain adequate security measures to safeguard the other party's Confidential Information against unauthorised access or use.

8.5 **Privacy obligations:** The New Zealand [Privacy Act 2020](#) (Privacy Act) provides certain obligations of how Personal Information is used, held and disclosed. Any Personal Information provided by one party to another must only be used for the purpose(s) provided and must be deleted immediately after it has been used for the purpose(s). Further, each party must promptly comply with any other obligations under the Privacy Act and any direction by the other party in relation to any Personal Information which they may provide.

8.6 **InternetNZ privacy statement:** InternetNZ will provide the Services in accordance with all obligations detailed in the [InternetNZ Privacy Statement](#). The Registrar acknowledges that they may refer to this for further information about privacy, other than what is provided in this Agreement, especially in relation to storage and security and what to do if the information InternetNZ holds is incorrect and needs updating.

8.7 **Survival:** This clause 9 survives termination or expiry of this Agreement.

9.0 Term, Termination and Suspension

- 9.1 **Term:** This Agreement takes effect on the Start Date and will continue in force until terminated by either party in accordance with clause 11.11.3, this clause 9 or the .nz Rules.
- 9.2 **Termination for any reason:** InternetNZ may at any time, by giving two months written notice to the Registrar, terminate this Agreement for any reason (at its sole discretion). InternetNZ shall provide the reason for termination in the written notice. The Registrar may at any time, by giving two months written notice to InternetNZ, terminate this Agreement for any reason.
- 9.3 **Immediate termination of Agreement:** InternetNZ may terminate this Agreement immediately by written notice to the Registrar where:
- a) the Registrar ceases to comply with any of the obligations in clauses 1.2, 1.3 or 2.2;
 - b) the Registrar is in breach of this Agreement and fails to remedy the breach in accordance with this Agreement or within the timeframe required provided in any breach notification issued by InternetNZ or DNC;
 - c) the Registrar did not obtain InternetNZ's prior written consent to any assignment or change in the Registrar's Control in accordance with clause 11.5;
 - d) the Registrar suffers an Insolvency Event; or
 - e) the Registrar or any of its directors breaches any Applicable Law or is convicted of any offence involving dishonesty, fraud, misuse of funds or misuse of information.
- 9.4 **Registrar's obligations at termination:** On termination of this Agreement, the Registrar shall:
- a) take all necessary actions to safeguard the rights of the Domain Name Holders for whom the Registrar acts for and do all things necessary to comply with the .nz Rules;
 - b) immediately cease to act as a Registrar of the Registry and not access the .nz Register other than to continue to serve its current Domain Name Holders until they have been transferred to a new registrar ; a

- c) immediately stop holding itself out as a Registrar to anyone other than its current Domain Name Holder;
- d) transfer all .nz Domain Names under the Registrar and any services subscribed to by Domain Name Holders in respect to those .nz Domain Names, to one or more New Registrar(s) in accordance with the .nz Rules;
- e) work in good faith with the Domain Name Holders, DNC, InternetNZ, other registrars and any other person necessary to transfer each .nz Domain Name under the Registrar's management to one or more other registrars; and
- f) do all things necessary to assist all relevant parties in relation to subclause (d) above.

9.5 **Outstanding Charges:** All Charges must be paid up until the termination of this Agreement and paid on or before the termination of this Agreement. If at the termination of this Agreement there are any outstanding Charges, the Registrar must pay those Charges immediately. If the Registrar is a Foreign Registrar any outstanding Charges on the termination of this Agreement will be deducted from the Foreign Registrar Account.

9.6 **Credit balances:** If a Registrar holds a credit balance at the termination of this Agreement, InternetNZ shall transfer the credit balance (after all monies owing are deducted) to the Registrar within 10 Working Days of the termination of this Agreement.

9.7 **Suspension:** InternetNZ may temporarily suspend the Registrar's connection to the Registry for the reasons provided in clauses 1.3, 3.14(e), 4.4 or 4.5 of this Agreement by, where reasonably practicable, providing advance notice with the reason(s) for the suspension and the period of the suspension. InternetNZ shall not in any way be liable or responsible to the Registrar for any loss, damage or expense which the Registrar may sustain or incur as a result of the suspension.

9.8 **Survival:** Clauses 9.1 to 9.6 survive termination or expiry of this Agreement.

10.0 Disputes Resolution

10.1 **Dispute resolution:** No party to this Agreement will commence any court proceedings relating to a dispute arising out of or related to this Agreement unless that party has first complied with this clause 10.

- 10.2 **Dispute Notice:** If any dispute or difference arises between the parties, or if any matter or issue arises which any of the parties wishes to have resolved or remedied (Dispute) a party may serve a notice of Dispute on the other (Dispute Notice).
- 10.3 **Good faith negotiations:** On the issue of a Dispute Notice the parties will enter into negotiations in good faith to resolve the Dispute within 20 Working Days (or such longer period as the parties may agree) of the issue of a Dispute Notice.
- 10.4 **Unable to resolve Dispute:** If the parties are unable to resolve the dispute by discussions and negotiations within 20 Working Days of receipt of the Dispute Notice then the parties must immediately refer the Dispute to mediation.
- 10.5 **Mediation:** Except where InternetNZ has given written notice to the Registrar that a mediation is not required, the parties must refer to mediation any dispute that is not resolved within 20 Working Days of receipt of the notice in clause 10.2. The parties agree to mediate any dispute in terms of the Resolution Institute standard Mediation Agreement (NZ version). The mediation will be conducted by a mediator and at a fee agreed by the parties. Failing agreement between the parties within five Business Days of the notice given under this clause 10.5, the mediator will be selected by the Chair of the Resolution Institute.
- 10.5 **Relief before appropriate court:** Nothing in this clause will prevent any party from taking immediate steps to seek urgent interlocutory relief before an appropriate court in New Zealand.

11.0 General

11.1 Record Keeping

Both parties agree to keep and maintain all records relating to the Services, including transactions, correspondence and any relevant communication with each other or any third parties (such as relevant Domain Name Holders) for a period of not less than 7 years.

11.2 Compliance

The Registrar must comply with all relevant legislation, including the Fair Trading Act 1986 and the Privacy Act 2020, the GDPR, the Authorisation Agreement and any InternetNZ requirements, policies, directions and instructions provided from time to time related to the Registry and the Services.

11.3 **.nz Policies**

InternetNZ shall provide and maintain various policies affecting the technical operation of the .nz Register and the Services. InternetNZ may from time to time add new .nz Policies, remove certain .nz Policies or amend the current .nz Policies and shall publicise such additions, deletions or amendments prior to implementing them, by providing notification to the Registrar and publish them on the [InternetNZ Product Documentation](#) website. InternetNZ may consult with Registrars on the amendments (where applicable and appropriate).

11.4 **Intellectual Property**

The Registrar acknowledges and agrees that the Services are the property of InternetNZ and its licensors and that the domain name server, software, and all data and know-how used, developed or derived by InternetNZ in the provision and operation of the services are owned exclusively by InternetNZ and its licensors and, where applicable, are protected by copyright and other applicable intellectual property laws of any kind.

The Registrar will not claim any ownership interest in the copyright and other applicable intellectual property rights of any kind in the services. Nothing in this Agreement grants the Registrar any rights to, and agrees not to, modify, adapt, alter, copy, reverse engineer or disassemble the services, including without limitation any software or data contained therein, in any way.

11.5 **Assignment or Novation**

InternetNZ may assign or novate their rights, benefits or obligations under this Agreement (whether in whole or in part) to another party by way of Agreement. InternetNZ shall notify the Registrar in writing of any such assignment within a reasonable period following the effective date of the assignment. The Registrar must not assign or novate any rights, benefits or obligations under this Agreement, to another party, unless InternetNZ agrees to the assignment or novation in writing. For avoidance of doubt, any change in the Registrar's Control is deemed to be an assignment for which InternetNZ's prior written consent is required.

11.6 **Non-exclusive Appointment**

The Registrar acknowledges that this Agreement does not grant any exclusive rights to the Registrar. InternetNZ (in its sole discretion) shall permit any other Registrars to access the Registry.

11.7 **Public Statement**

The Registrar may make a public statement stating that the Registrar has access to the Registry for the .nz Domain Name Space. If the Registrar wishes to make a public statement other than what is provided above they must seek written approval from InternetNZ.

11.8 **Meeting duties through agents**

InternetNZ may have any agent perform any part of InternetNZ's obligations under this Agreement. 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 InternetNZ.

11.9 **Registrar not an agent**

The Registrar accepts and acknowledges that this Agreement does not give the Registrar any rights as an agent of InternetNZ and the Registrar shall not act in any way to suggest that they are an agent of InternetNZ.

11.10 **Third parties**

The Registrar may engage third parties (including Resellers) to carry out any of their obligations under this Agreement. If the Registrar does engage any third parties the Registrar must ensure that the third party (and its staff) agree in writing to be bound by any relevant Registrar obligations set out in this Agreement, any related .nz Rules and any direction InternetNZ may give to the Registrar from time to time. The Registrar is fully responsible for the actions (or omission of) of any third parties.

11.11 **Variations**

11.11.1 Subject to clauses 11.11.2 and 11.11.3, any variation to this Agreement must be in writing and signed by both parties.

11.11.2 InternetNZ may from time to time vary this Agreement where variation is reasonably necessary or desirable for InternetNZ's roles and responsibilities under this Agreement and/or the .nz Rules. InternetNZ must give at least two months' prior written notice to the Registrar of any such variation to this Agreement.

11.11.3 If the Registrar does not wish to continue this Agreement following any amendment made by InternetNZ under clause 11.11.2, the Registrar may terminate this Agreement on no less than 10 Working Days written notice, provided the notice is received by InternetNZ before the effective date of the variation to this Agreement. If the Registrar does not

terminate this Agreement in accordance with this clause 11.11.3, it is deemed to have accepted the variation to this Agreement.

11.12 **Additional features of .nz Domain Names**

InternetNZ may, from time to time, offer an additional feature to the Registrar. In order for InternetNZ to provide and the Registrar to subscribe to such an additional feature, InternetNZ and the Registrar may enter into an agreement detailing additional terms and conditions relevant to the additional feature and any such agreement shall be an addendum to this Agreement.

11.13 **Notices**

Any notice, invoice or other document required or authorised to be given under this Agreement may be given:

- a) To the Registrar using the email address provided by the Registrar to InternetNZ in writing (and if updated at any time, the Registrar must provide InternetNZ the new email address in writing).
- b) To InternetNZ by emailing registry@internetnz.net.nz and copying registry@internetnz.net

Any notice, invoice or other document emailed will be treated as given or served and received by the other party on the day it is sent by InternetNZ to the email addresses provided by the Registrar..

11.14 **Counterparts**

This Agreement may be signed in any number of counterparts (including via electronic signature and/or through copies transmitted by electronic means). Provided that each party has signed a counterpart, when taken together, the counterparts will constitute a binding and enforceable Agreement between the parties.

11.15 **Consumer Guarantees Act 1993**

This Agreement and the Services provided under this Agreement are not subject to the Consumer Guarantees Act 1993.

11.16 **Law**

This Agreement is governed by New Zealand law and only the New Zealand Courts, Disputes Tribunal or any other New Zealand dispute resolution provider may rule on any disputes with respect to this agreement.

11.17 **Survival**

Clauses 11.1 to 11.10 survive termination or expiry of this Agreement.

Schedule A: Charges

All charges noted in this schedule are in New Zealand Dollars (NZD) and exclude GST.

Fee Type	Description	Amount
Registration Fee	A fee payable by a Registrar accepted by InternetNZ of an application to register a domain name for a registration period of one (1) to ten (10) years.	\$22.00 per year (as of 1 July 2025)
Registration Renewal Fee	A fee payable by a Registrar on or before the scheduled expiry of a Domain Name Registration to renew the registration for a period of one (1) to nine (9) years.	\$22.00 per year (as of 1 July 2025)
Auto-renewal Fee	A fee payable by a Registrar on the scheduled expiry of a Domain Name Registration to renew the registration for a period of one (1) year. This fee is refundable if the Registrar deletes the Domain Name Registration during the 45 day Auto-Renew Grace Period.	\$22.00 per year (as of 1 July 2025)
Change of Registrar Fee	A fee payable by the new Registrar of a Domain Name Holder for each Domain Name Registration for which the new Registrar becomes the Registrar of record. For each such Domain Name Registration, provided the total registration period with the additional year will not exceed 10 years, InternetNZ will extend the registration period by one year from the scheduled expiry date of the registration period.	\$0.00 per year
Redemption of Domain Name in Redemption Period	The cost of redeeming a Domain Name in the Redemption Grace Period. The fee is charged if the redemption includes a one-year renewal.	\$0.00 per year