

## ANNEX NZ - SPECIAL TERMS AND CONDITIONS

**This appendix only concerns the registration and administration of domain names with the ending .NZ (second and third level), hereafter referred to as the “Extension”**

In addition to the general terms and conditions CG-ND, the registration or use of a Domain Name in this Extension implies the acceptance and respect of these special terms and conditions CP-ND-NZ.

If there is a conflict between the general terms and conditions CG-ND and these special terms and conditions, the present provisions take precedence.

The regulations laid down by the Trustee Authority and the Registry are subject to change. These changes, linked to the naming system for Extensions, are imposed by ICANN and the Registries in charge of this Extension and represent changes that are not beyond NETIM's control.

All terms employed in these special terms and conditions beginning with a capital letter are to be interpreted in compliance with the definition assigned to them in the general terms and conditions CG-ND.

### CLAUSE 1: PRELIMINARY REMARK

NETIM is an accredited Registrar of Internet New Zealand Inc (Internet NZ), the Registry.

**.NZ is the 2-Letter ISO Country Code of New Zealand.**

### CLAUSE 2: LEGAL FRAMEWORK

All Registrars of this Extension accredited by the Registry are committed to .NZ policies which can be consulted on Domain Name Commission New Zealand via the following link:

<https://dnc.org.nz/the-commission/policies>

In particular:

- [Principles and Responsibilities](#)
- [Operation and Procedures](#)

The special terms and conditions contained herein do not replace these rules, but rather form part of them.

NETIM does not control and does not check beforehand that a Domain Name is used in accordance with these policies. The fact that the Client can register a Domain Name with NETIM services does not pre-suppose its full compliance with these policies and NETIM cannot be held responsible on these grounds.

### CLAUSE 3: NETIM'S COMMITMENTS

NETIM commits to:

- comply with all .NZ policies and accurately represent these to the Client;
- disclose accurately and completely all its terms and conditions associated with the use of NETIM's services, including price and billing information;
- comply with Client's lawful requests in a diligent and timely manner regarding his .NZ Domain Names;
- process any new Domain Name registration with the Registry at the latest 3 business days after receipt of all the information required and of the full payment;
- notify the Client of the registration of his Domain Name, including the details of: the domain name, NETIM's contact details as Registrar, his contact details provided as domain name holder, the registration period, his Unique Domain Authentication ID (UDAI), and his obligations as holder of a .NZ Domain Name;
- allow the Client to update his personal information associated to his Domain Names himself and online via his customer account;

- provide the Client his Unique Domain Authentication ID (UDAI) online via his account at any time and for no charge;
- use Client's personal information only as authorized by him and according to its terms and conditions ;
- take all reasonable steps to safeguard and protect all Client's information stored in its databases and system;
- comply with any order of any authority having jurisdiction regarding any Domain Name registered to the Client;
- use its best effort to deal with any complaints the Client may have about the Services it provides for him;

#### **CLAUSE 4: CLIENT'S COMMITMENTS**

By registering a Domain Name in this Extension, the Client agrees that he must:

- comply with all .NZ policies,
- provide and maintain accurate, complete, reliable and up-to-date personal contact information;
- have the authority to enter into this agreement;
- keep his Unique Domain Authentication ID (UDAI) and any other security information confidential, safe and secure;
- satisfy himself that the use of the Domain Names will not infringe on anyone's intellectual property rights;
- use NETIM's services only for a lawful purpose;
- ensure that the use of his Domain Names does not interfere with other users of the Internet;
- comply with any order of any authority having jurisdiction regarding his Domain Names;
- protect NETIM, and everybody it has a business relationship with, to provide services to him, from any claim arising out of the Domain Names being registered by him or in his name;
- protect NETIM, and everybody it has a business relationship with, against any legal action taken against it because of the receipt or use of its services by him or someone he is responsible for, including reliance by NETIM or anybody it has a business relationship with, on information supplied by him;

In addition, the Client agrees to make sure everyone he is responsible for or who uses a Domain Name registered to his name also meets the above duties. The Client is responsible for everyone who is permitted to act for him as a registrant. The Client will take reasonable care to satisfy himself that he has permitted those persons to act for him.

#### **CLAUSE 5: REGISTRATION OF A DOMAIN NAME**

5.1 Operation of the .NZ Domain Name space requires the collection of information, including some personal information, from the Registrant. In order to have a Domain Name registered, this information must be entered into the register (see clause 6 below for more details).

5.2 By entering into this agreement, the Client consents to providing NETIM with the following personal information ("personal information"): name, email, address, country, and phone number.

5.3 While the Client has the right to withdraw his consent to providing his personal information, without this personal information NETIM cannot perform its obligations under this agreement (including registering and maintaining a Domain Name for the Client) because:

- i) the personal information is necessary in order for the Domain Names to be recorded on the register;
- ii) NETIM needs to be able to contact the Client in relation to the administration of the Domain Name;
- iii) NETIM is required by .NZ policies to collect such personal information

5.4 If the Client decides to transfer management of his Domain Names to another registrar, or if Domain Names are cancelled, or if this agreement ends for any other reason, NETIM will continue to store Client's personal information for a period of not less than 6 years for limitation and tax administration purposes.

## **CLAUSE 6: REGISTER AND REGISTRY**

6.1 The register is the authoritative database of .NZ Domain Names and the details shown in the register is treated as the correct record. The register is operated by the Registry..

6.2 In order to have a Domain Name, it is necessary that the Registry stores Registrant's personal information in the register.

6.3 When a Domain Name is no longer registered in Registrant's name, the Registry will continue to store corresponding personal information ("historical personal information"). Historical personal information may only be disclosed where authorised or required by New Zealand law.

6.4 To the extent GDPR applies, EU registrants have the right to object to the registry storing historical personal information and/or disclosing it as authorised or required by New Zealand law.

6.5 Despite clause 6.4, pursuant to Article 21 of GDPR, the registry maintains that it has compelling legitimate grounds for storing an historical auditable record of all Domain Names and disclosing historical personal information as authorised or required by New Zealand law. This is because without carrying out these functions, the integrity and operation of the register would be significantly undermined.

## **CLAUSE 7: DNC**

7.1 DNC is the entity which regulates the .NZ Domain Name market space.

7.2 DNC provides a Domain Name registration data query service ("Query Service") (see section 21 of .NZ Operations and Procedures policy for further details). Through the Query Service, the public is able to access the register with respect to a particular Domain Name from DNC's website. Subject to the Individual Registrant Privacy Option ("IRPO") referred to in clause 7.7 below, in response to a Query, registrants' personal information will be available (along with the Domain Name, its commencement and expiry dates and addresses/details of the name servers for it, and NETIM as registrar of record).

7.3 When a name is cancelled it holds a pending release status. During the pending release period of 90 days from date of cancellation, NETIM may fully re-instate the Domain Name for the Registrant, so that it becomes active again. This means that Registrant's personal information remains viewable on the Query Service for that 90 day period. Following the 90 day period when the name is released, Registrant's personal information will no longer be disclosed on the Query Service.

7.4 To the extent GDPR applies, EU registrants have the right to object to their personal information being made available through the Query Service. However, pursuant to Article 21 of GDPR, DNC maintains that it has compelling legitimate grounds for disclosing the personal information on the Query Service. This is because without the Query Service, the integrity of the .NZ Domain Name space would be significantly undermined.

7.5 For the avoidance of doubt, by entering into this agreement, the Client hereby gives consent to his personal information being made available on the Query Service.

7.6 To the extent GDPR applies, EU registrants have the right to withdraw their consent under clause 7.5. However, any withdrawal of consent is without prejudice to DNC's position that it has a legitimate interest in disclosing the personal information on the Query Service.

7.7 The IRPO is an optional feature available for individuals who are not using the Domain Name in significant trade. If the Client is eligible and choose to use IRPO, his telephone number and contact address information will not be disclosed on the Query Service ("Withheld Data"). If he uses the Domain Name for significant trade purposes he will not be eligible for the IRPO (see section 8 of .NZ Operations and Procedures policy for further details).

7.8 Despite clause 7.7, Withheld Data may be released in the following circumstances:

- Where applications are made by any person, entity or organisation who have established a legitimate need for the Withheld Data (see sections 22.2-22.22 of .NZ Operations and Procedures policy);
- Where disclosure is ordered by a court of competent jurisdiction or is required by any other order with the force of law (see sections 22.23-22.24 of .NZ Operations and Procedures policy);

- Where an entity has a Memorandum of Understanding with DNC, such that the entity has automatic access, or alternatively streamlined access, to the Withheld Data (see sections 22.25 to 22.40 of .NZ Operations and Procedures policy).

7.9 To the extent that GDPR applies, EU registrants, who are eligible for the IRPO, have the right to object to Withheld Data being disclosed in the circumstances described in clause 7.8. However, pursuant to Article 21 of GDPR, DNC maintains that, based on the Privacy Act 1993 (or any substitute enactment) (and in particular Principle 11) it has compelling legitimate grounds to disclose Withheld Data on these circumstances.

## **CLAUSE 8: EXCLUSION AND LIMITATION OF LIABILITY**

### **8.1 Exclusion of Liability**

In accordance with the Registry rules, NETIM excludes all liability it may have to the Client for any claim except where NETIM may have acted in bad faith. This exclusion also applies for the benefit of:

- InternetNZ and any other entity NETIM is in any business relationship with;
- Every officer, employee, contractor, agent of NETIM or any entity mentioned above;
- Anyone else NETIM gets to perform its duties under this agreement with the Client.

None of the persons specified above is liable or has to pay the Client for anything else in connection with or resulting from anything any of NETIM does or does not do, or delays in doing, whether or not it is contemplated or authorized by any contract the Client has with NETIM.

This exclusion applies whatever the Client is claiming for and in whatever way liability might arise. This exclusion does not prevent the Client getting a court order requiring NETIM to do anything it has agreed to do for the Client and does not limit any rights the Client may have under the New Zealand Consumer Guarantees Act 1993.

### **8.1 Limitation of Liability**

In accordance with the Registry rules, NETIM have excluded all other liability it or any of the persons specified above may have to the Client. If any of those persons is ever liable to the Client and, for any reason, cannot rely on the exclusion of liability then this clause applies. Where this clause applies, the maximum combined amount the persons specified above (together) will have to pay the Client and anyone else who uses the services NETIM provides for the Client (together) is the amount of the last month's fee paid by the Client under this contract.

## **CLAUSE 9: LAW AND JURISDICTION**

Unless NETIM otherwise agrees in writing, this agreement contains all the terms of special conditions for Domain Names in the .NZ zone and continues to apply no matter where the Client is located at the time any of the Services are provided or where he resides. This will be the case until this agreement is cancelled except to the extent clause 10 says otherwise.

In accordance with the Registry rules and to the extent legally permitted:

- all NETIM services under this agreement are provided under New Zealand law;
- any claim or dispute arising out of or in connection with this agreement must be instituted within 60 days from the date the relevant service was supplied;
- except as otherwise stated, the Client may take action against NETIM only in a New Zealand court;
- where the Client or any registrant for whom he acts, supplies incorrect information regarding a Domain Name and NETIM incurs cost in any matter concerning that name then NETIM may recover the costs incurred from him.

## **CLAUSE 10: EACH CLAUSE SEPARATELY BINDING**

Each clause of this contract is separately binding.

If for any reason NETIM, the Client, or any of the persons specified in Section 8 cannot rely on any clause, all other clauses of it are binding.

## **CLAUSE 11: RIGHTS AND RESPONSIBILITIES THAT CONTINUE**

The cancellation of this contract does not affect any rights and responsibilities, which are intended to continue or come into force afterwards. These include the rights and duties under the clauses 4,6,7,8 and this clause 11