



Registrar Code of Practice

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CURRENT

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dotShabaka Registry
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Classification

Public



Contents

| | |
|--|---|
| Definitions | 1 |
| About this document | 1 |
| Introduction | 2 |
| Objectives of this Code..... | 2 |
| 1. Market conduct—domain name registrations..... | 2 |
| 2. Customer contact | 3 |
| 3. Customer information | 3 |
| Definition and review | 4 |



Definitions

In this document:

Registrar means an entity that is authorised to offer domain name registration services in relation to the TLD.

Service means the services that we provide in relation to the TLD.

TLD means Top Level Domain and for the purpose of this policy **the TLD** shall be شبكة.

We, us and **our** means International Domain Registry Pty Ltd trading as **dotShabaka Registry** or our designated representatives.

You and **your** means the person or entity receiving or accessing the Service.

About this document

This document describes the Registrar Code of Practice.



Introduction

The Registrar Code of Practice (referred to herein as the Code) is a compulsory set of principles and approaches to market conduct for Registrars in the TLD, and is to be read in conjunction with our Registry-Registrar Agreement and our policies—which can be found at the following link www.dotshabaka.com.

Objectives of this Code

The objectives of the Code are to promote and protect the interests of registrants, Registrars and their customers by:

- Supporting and promoting competition;
- Establishing minimum standards for dealings between Registrars, and with their customers and registrants;
- Ensuring that registrants and the Registrar’s customers receive accurate, complete and timely information concerning domain name registrations; and
- Preventing practices that undermine the reputation of the TLD and the interests of registrants and the Registrar’s customers.

1. Market conduct—domain name registrations

- 1.1. Registrars must not register domain names on their own behalf for the purpose of preventing any other domain name registration.
- 1.2. Subject to clause 1.3, Registrars must only register a domain name at the request of a customer.
- 1.3. Registrars must not register or renew domain names (in advance of a request from a customer or registrant) for the purpose of restricting a competitor of the Registrar from registering the domain name on behalf of the registrant, or for the purpose of later offering this domain name to potential customers.
- 1.4. A Registrar may register domain names on its own behalf for its own use.

Guideline—examples of unacceptable conduct

1. Anticipating a customer’s preference for a domain name (via examining customer activity on a website, or by reference to other databases such as company name databases), registering that domain name using the customer’s details, and then offering the domain name to the customer for a fee or in conjunction with a bundled offering. This practice restricts the customer’s choice of Registrar, and may lock the customer into service conditions (such as the need to host a website with the Registrar). This example is sometimes called ‘front-running’.
2. Pre-registering domain names that may be in demand in the future. This could be done to either artificially reduce the supply of a domain name perceived as good (e.g. by registering all domain names with three letters, along with registering the appropriate business names to



match), or with the intent to speculate on the value of the domain name for later sale. This example is sometimes called 'warehousing'.

2. Customer contact

- 2.1. A Registrar must use reasonable commercial endeavours not to send a renewal notice to a registrant, or any other communication that might reasonably be construed by a registrant to be a renewal notice, unless the Registrar is the Registrar for that domain name.

Guideline—meaning of reasonable commercial endeavours

'Reasonable commercial endeavours' includes, for example, where a Registrar has used the Service to ensure that they are still the Registrar for a domain name.

3. Customer information

- 3.1. Registrars must fully disclose to an applicant for a, or a registrant of a domain name the following minimum level of information:
- a The identity of the Registrar including:
 - i The legal name of the business and the name under which the business trades;
 - ii The address of the registered office or principal place of business; and
 - iii An email address or other electronic means of contact, or telephone number;
 - b The terms and conditions of the domain name registration as specified in the Registry-Registrar Agreement for the TLD;
 - c That our grant of, and the registrant's use of, the domain name is subject always to our policies which are available at the following link www.dotshabaka.com;
 - d Where an application fee exists at the time of making the application, that any application fees charged are for the right to make the application for the domain name and are not the domain name registration fee;
 - e Where a domain name is subject to an auction, that any auction fees charged are for the right to register the domain name and not for the actual domain name registration;
 - f The fees for registration and renewal of the domain name, at the time of registration, in a clear and conspicuous manner; and
 - g The exact nature of any price increases that may be, or are, implemented with respect to the domain name.
- 3.2. Registrars must publish information about changes to any policy of the Registrar that materially affects a registrant's domain name.
- 3.3. Registrars acknowledge that the purpose of clause 3 is to promote consumer protection by ensuring that the registrant is informed as to the nature of all fees associated with its domain name, and this clause 3 will be interpreted broadly to achieve this goal.



Definition and review

This document has been prepared and published to represent our policy regarding the administrative and technical management of the TLD.

We may discontinue or amend any part or the whole of this policy from time to time at our absolute discretion.



Definitions

We, us and our means International Domain Registry Pty Ltd trading as dotShabaka Registry, related entities and respective officers, employees, contractors or sub-contractors.

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