



## This policy is issued by the Telecommunication & Radiocommunication Regulator (TRR)

### .vu Principles and Responsibilities

#### 1. *About this policy*

- 1.1. This policy sets out the principles under which the .vu domain name space is run and the roles and responsibilities of the parties involved.

#### 2. *Background*

- 2.1. TRR has the ultimate responsibility for the management and administration of .vu domain name space as established in section 7 (4) (e) of the **Telecommunications and Radiocommunications Regulation Act No. 30 of 2009** and the *“Vanuatu Domain Name Management and Administration Regulations Order No. 206 of 2016”*.
- 2.2. The shared registry system is a single register (“Register”) for registered domain names and associated data. [BLANK ON PURPOSE] is the designated operator of the registry.
- 2.3. Registration and management of .vu domain names, as well as management of information provided to the Registry (“Registry”), is effected by Registrars (“Registrars”). Registrars access and manage domain names on behalf of Registrants (“Registrants”) and it is the Registrants whom individual domain names are licensed.
- 2.4. The .vu domain name space is governed by .vu regulation and policies, which are available on the TRR website. All participants in the .vu domain name space (including Registrants and Registrars) are bound by the .vu policies, of which this is one.
- 2.5. Key principles and responsibilities for the .vu domain name space are set out in this policy.

- 2.6. The operations and procedures that apply to the running and or operations of the .vu domain name space and which must be followed by all participants in the .vu domain name space as set out in the .vu Operations and Procedures Policy.

## **Principles**

### **3. Market environment**

- 3.1. The regulatory, registry and registrar functions of the .vu domain name space are handled by separate entities.
- 3.2. Responsibilities of the market participants are reflected in the Responsibilities section below, as well as in the various agreements between the market participants.
- 3.3. The .vu domain name space must be fair and competitive, offering real choice for Registrants. The barriers of entry must be as low as practicable for Registrars and the regulatory environment must be operated and enforced in a fair and transparent manner.
- 3.4. All parties engaged in the .vu domain name space must behave ethically and honestly and abide by all agreements and .vu policies.
- 3.5. All parties must operate in accordance with related Vanuatu laws and established International standards and practices. For example, Registrars may not collude in setting pricing structures, or misuse information from the Registrar's Register.
- 3.6. Registrants' dealings with respect to their domain names will be predominantly through their Registrar. Except as provided for by the .vu policies, neither TRR nor the Registry will interfere with the commercial relationship between Registrant and Registrar. The Registry will only communicate with Registrants for the purposes of customer research and .vu marketing, always acting in accordance with .vu policy, operations guidelines and the Domain Name Management and Administration Regulation No. 6, 2016.
- 3.7. TRR has the power to carry out checks and audits to ensure compliance with .vu policies.
- 3.8. TRR may take steps or create initiatives so that Registrars do not unduly benefit from, or be prejudiced by, their size or by the nature of their operation including geographical location inside or outside Vanuatu.

### **4. Registrations and Managing Registrations**

- 4.1. Domain name registration is a licence granted to the Registrant. As long as the domain name registration is kept current, the Registrant can continue to use that domain name. Domain names are not "owned" by any party.

Any eligible Registrant may register a domain name on a first come, first served basis.

- 4.2. To register or update a domain name or to change Registrant details, a Registrant must use a Registrar, either directly or through a reseller. Registrars only register or update a domain name or change Registrant details at the request of a Registrant.
- 4.3. Details of domain names that can be registered in the .vu domain name space, how they are registered and their structure and management are detailed in the .vu Operation and Procedures policy.
- 4.4. TRR may lock a domain name in certain circumstances (such as when required to do so by a Court order, or when a domain name has been cancelled as a sanction) to preserve the integrity of the Register. A locked domain name cannot be amended in any way by the Registrar (including being transferred, cancelled or released). Sanctions are specified in the .vu Operations and Procedures policy.

## **5. Financial**

- 5.1. Registration of .vu domain names is billed monthly with terms ranging from three (3) months to one hundred twenty (120) months.
- 5.2. A fixed wholesale fee will be charged by the Registry to Registrars monthly for registrations and renewals. This wholesale fee will be the same for all .vu domain names. Fees will be charged for the registration and renewal terms set by the Registrar. The Registry may also charge Registrars for any optional .vu services that may be developed as agreed with TRR.
- 5.3. The wholesale fee will be set by TRR in consultation with the Registry and reviewed regularly and Registrars will be advised of any changes. It will be set at a level that ensures .vu remains a best practice registry.
- 5.4. There will be a five day grace period for new registrations and renewals. Registrars will not be charged for transactions that are cancelled within that period.
- 5.5. Details of the way the .vu billing system operates are covered in the .vu Operations and Procedures policy.

## **6. Moderated Second Level Domain Names**

- 6.1. The second level domains .gov.vu and edu.vu are moderated. The Moderator of a moderated second level domain determines who can register a domain name at the third level using that second level domain. For example, the Moderator appointed by the Vanuatu Government determines who is able to use the second level domain .gov.vu when registering a third level domain.

- 6.2. Registrations in the moderated second level domains will be governed by their moderation policies or operations guidelines. Moderators may only allow names consistent with the moderation policy and or guideline to be registered.
- 6.3. Only the designated Registrar for a moderated domain is able to change the Registrant name of a moderated domain with a condition that the concern registration is being notified and or informed of the reasons of changes.
- 6.4. Registrations of domain names that TRR determines is in breach of the moderation policy or guideline will be cancelled (even if initially approved by the Moderator).
- 6.5. TRR may, in TRR's sole discretion, remove a Moderator if the Moderator is in breach of the moderation policy or guideline, the .vu policies or guideline or the Moderator's agreement with TRR.

## **7. Register Data**

- 7.1. Operation of the .vu domain name space requires the collection of information, including some personal information, from Registrants.
- 7.2. TRR and the Registry will use the .vu data to ensure the efficient management and operation of the .vu zone and .vu domain name space, for reasons of public good and to enhance the availability of information relating to the Internet in Vanuatu as agreed by TRR.
- 7.3. All Registrars will:
  - 7.3.1. disclose to their Registrants what information is required, why it is required, and how it will be collected and stored;
  - 7.3.2. ensure that their Registrants authorise the collection of their personal information; and
  - 7.3.3. Collect the required information from the Registrant and provide it to the Registrar's Register.
- 7.4. If a Registrant or potential Registrant refuses to provide the required information free of the imposition of any non-disclosure or confidentiality conditions, the domain name it has nominated may not be registered.
- 7.5. Any party, who has access to the information, including Registrars, will comply with this policy and the provisions of Vanuatu related Privacy laws and regulations.
- 7.6. The Registry will take reasonable steps to protect a Registrant's personal information against loss or unauthorised access, use, disclosure, or other misuse. Registrars will also take such steps with respect to their access to the information.

- 7.7. The public will be able to access the Register with respect to a particular domain name by using the WHOIS service. In normal circumstances this allows people to conduct searches in relation to a specified domain name. If the domain name is registered, information such as the identity and contact details of Registrants will be returned in case they need to be contacted in respect of their domain name. Further details of the operation of the WHOIS service are set out in the .vu Operations and Procedures policy.
- 7.8. The WHOIS service is not to be used for commercial purposes or bulk harvesting. Additional terms and conditions relating to the use of the WHOIS service will apply.
- 7.9. Registrants can apply to TRR for a Registrant Information Service search, which will produce a list of domain names matching the Registrant name search criteria. Further details of the operation of the Registrant Information Service are set out in the .vu Operations and Procedures policy.
- 7.10. Access to zone data will only be provided to third parties where it can be demonstrated that there is a public good in that information being released and that there will be no adverse effect on any Registrant's privacy, whether directly or indirectly. The process for applying for zone file data is specified in the .vu Operations and Procedures policy.

## **Roles and Responsibilities in the .vu domain name space**

### **8. Registrars**

- 8.1. Registrars' obligations and responsibilities are set out in the .vu Registrar Authorisation Agreement, the .vu Registrar Connection Agreement, and the .vu Registrant Agreement Core Terms and Conditions, each of which forms part of the .vu policies.
- 8.2. Registrars responsibilities include the following:
  - 8.2.1. Maintain the integrity of the Register.
  - 8.2.2. Behave ethically and honestly according to established standards and procedures.
  - 8.2.3. Promote the confidence of Registrants by maintaining fair and open competition, including not colluding with other Registrars when setting pricing structures.
  - 8.2.4. Only register a domain name at the request of a Registrant. That is, Registrars shall not register domain names on their own behalf unless they intend to use that domain name themselves. In this context, use of a domain name does not include leasing it to a third party.
  - 8.2.5. Not undertake any action that prevents any legitimate domain name registration. A Registrar may elect not to have a particular Registrant as their customer.

- 8.2.6. Maintain relationships with their customers including addressing any issues relating to the management of the domain name in a timely manner.
- 8.2.7. Maintain secure interface and systems for Registrants, their information and their interaction with them so as to ensure that all information is protected from unauthorised access.
- 8.2.8. Inform TRR of any security matters concerning Registrants and their information.
- 8.2.9. Inform the Registry of any security breach or issue that may undermine the Registrar / Register connection.
- 8.2.10. Ensure that any order of any Court or other Tribunal having jurisdiction regarding any domain name registered to a Registrant is complied with.
- 8.2.11. Be responsible for the actions of their domain name resellers.

## **9. Registrants**

- 9.1. The obligations and responsibilities of the Registrant to the Registrar are set out in the Registrant's agreement with its Registrar. That agreement must be consistent with the .vu Registrant Agreement Core Terms and Conditions. The responsibilities set out below are the minimum standards of behaviour required to operate in the .vu domain name space
  - 9.1.1. Comply with all of the obligations as listed in the Registrar / Registrant Agreement.
  - 9.1.2. Ensure all information given to the Registrar is accurate and complete.
  - 9.1.3. Keep the Registrar informed of changes to information in the Register or required by the Registrar.
  - 9.1.4. Ensure their use of a domain name will not infringe any intellectual property rights, and indemnify the Registrar against any claim resulting from a breach of this obligation.
  - 9.1.5. Ensure the Registrar's services, and the domain name, are not used for an unlawful purpose.
  - 9.1.6. Ensure that any order of any Court or other Tribunal having jurisdiction regarding any domain name registered to a Registrant is complied with.
  - 9.1.7. Ensure everyone the Registrant is responsible for, or who uses a domain name registered by the Registrant, complies with the duties listed in this policy.

9.1.8. Raise any complaints with the Registrar within 60 days from the date the relevant service was supplied to them. If the Registrar and Registrant are unable to resolve the complaint it may be presented to the TRR who will decide whether to investigate it.

9.1.9. Pay all registration fees as and when they become due.

## 10. Moderators

10.1. Moderators must maintain a policy or governing framework for their moderated second level domain which is approved in writing by TRR. This policy or governing framework can be amended by the Moderator but all requests for amendments must be made to TRR prior to implementation. All proposals for amendment will be publicly notified and comments sought prior to any changes being agreed by TRR.

10.2. Moderators are responsible for ensuring all registrations in their second level domain comply with the moderation policy or other related governing framework. Where a name is not compliant with the moderation policy or governing framework the Moderator, or TRR, may cancel the name after giving reasonable notice to the Registrant of the proposed cancellation.

10.3. Any disputes arising out of the moderation policy or governing framework established shall be referred to TRR for mediation and required resolution in consultation with the Moderator.

## 11. Registry

11.1. The Registry's obligations and responsibilities to Registrars are detailed in the .vu Connection Agreement. The responsibilities set out in that document are the minimum standard of behaviour required of the Registry. The .vu Connection Agreement forms part of the .vu policies.

11.2. The overarching Registry functions are set out in Section 13 of the *Vanuatu Domain Name Management and Administration Regulation Order No. 206 of 2016*. The policies and guidelines developed by the Regulator are in accordance with the TRR legislation and the Vanuatu Domain Name Management and Administration Regulations which has been publicly consulted.

11.3. The Registry will maintain details of current technical transactions, how they operate and what the obligations are on Registrars.

11.4. The Registry will only update the Register data on request of a Registrar or under a TRR direction.

11.5. The Registry will advise TRR and any affected Registrars in a timely manner of any security issues that may impact the integrity of the Register.

- 11.6. The Registry may validate any information sent to them to ensure the security, stability and resilience of the .vu domain name space. Details of the validation checks undertaken will be documented and be made available to Registrars.
- 11.7. The Registry will maintain a WHOIS service for the Register and is responsible for monitoring its use and taking appropriate steps to ensure the integrity of the data and that it is not being misused. In extreme circumstances where the integrity of the Register is at risk, the Registry may shut down the WHOIS service without notice and must notify TRR and Registrars of this and any subsequent actions.
- 11.8. The Registry is also bound by the requirements detailed in any Service Level Agreement between it and TRR that may be in place from time to time.
- 11.9. The Registry will only communicate with Registrants in accordance with .vu policies. This includes seeking Registrar approval before going directly to one of their customers.

## 12. TRR

- 12.1. The obligations and responsibilities of TRR are detailed in the Domain Name Management and Administration Regulations No. 6 of 2016 and the .vu Registrar Authorisation Agreement. The responsibilities set out in that document are the minimum standard of behaviour that TRR expects to meet in its day-to-day relationships with the Registry and the Registrars and form part of the .vu policies, regulations and operations guidelines and procedures.
- 12.2. TRR will oversee the integrity of the Registry and endeavour to ensure an open, competitive and fair market.
- 12.3. TRR will:
  - 12.3.1. Wherever possible operate in a transparent, ethical manner, honouring principles of good faith and fairness;
  - 12.3.2. Administer and enforce the .vu policies;
  - 12.3.3. Authorise and, where appropriate, de-authorise registrars;
  - 12.3.4. Offer a training seminar to Registrars when they gain authorisation, and offer other training courses as required should any significant changes to the .vu domain name space be made;
  - 12.3.5. Comply with the .vu Policy Development Process when developing or changing .vu policies; and
  - 12.3.6. Recognise, promote, and protect the rights of Registrants.



12.4. TRR will not:

12.4.1. Become involved directly in any dispute between other participants in the .vu domain name space except as provided for in the .vu policies.

12.4.2. As far as practicable, instruct the Registry to make changes to the Register without notifying the Registrar of the nature of the changes and the reason for them;

12.4.3. Recommend any Registrar to Registrants; or

12.4.4. Become involved in disputes relating to money owing between Registrars and Registrants except to the extent set out elsewhere in the .vu guidelines.

12.4.5. Communicate with Registrants directly, without first informing the Registrar, along with the reasons why direct communication is necessary.

## Sanctions

### 13. Potential sanctions for breaches of the .vu policies

13.1. Sanctions can be imposed by TRR to such conditions as TRR considers fit.

13.2. Sanctions may be temporary or permanent and are at the sole discretion of TRR.

13.3. TRR must reasonably consider that any sanction is proportionate to the breach, having regard to all the surrounding circumstances of the breach at the time when it occurred, its consequences and the purposes of the .vu policies. In determining whether to impose a sanction, and what any sanction will be, TRR will adhere to the principles of natural justice, equity and fairness.

13.4. Sanctions against any party to the Registry may include, but are not limited to:

13.4.1. Correction of any details in the Register; and

13.4.2. Transfer or cancellation of domain names.

13.4.3. Sanctions against Registrars may include, but are not limited to:

13.4.3.1. Suspension of some or all of the Registrar's functions, entitlements or rights;

13.4.3.2. Directions to undertake or to reverse transaction(s);

13.4.3.3. Directions to take or not to take certain actions in connection with domain names, information or money connected with domain names;

13.4.3.4. Directions to publish statements on the Registrar's website;

13.4.3.5. Directions to pay money to any party that TRR has determined has suffered loss as a result of a breach;

13.4.3.6. Sanctions resulting from a breach of the .vu policies regulations and operations guidelines by resellers or others working through the Registrar's systems; and

13.4.3.7. Registrar de-authorisation.

13.5. Sanctions against Registrants may include, but are not limited to, domain name registration cancellation where:

13.5.1. Register data is found to be incorrect. Generally attempts to have the Register data corrected will be made first.

13.5.2. The Registrant has obtained the domain name by fraud or deception. In this situation TRR may cancel the domain name without warning. TRR will not make any attempt to recover monies owed to the Registrar or any third party.