



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

### **.vu Operations and Procedures**

#### **1. *About this policy***

- 1.1. This policy sets out the operations and procedures that apply to the running and or operations of the .vu domain name space, which must be followed by all participants in the .vu domain name space.

#### **2. *Background***

- 2.1. TRR has the ultimate responsibility for the .vu domain name space in accordance with 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 appointed as the Registry Operator and operates the Register.
- 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 to whom individual domain names are licensed.

- 2.4. The .vu domain name space is governed by .vu Policies, Domain Name Management and Administration Regulations No. 206 and the operational guidelines, which are available on the TRR website. All participants in the .vu domain name space (including Registrants and Registrars) are bound by the .vu regulations and the operations guidelines, of which this is one.
- 2.5. Key principles and responsibilities in the .vu domain name space are set out in the .vu Principles and Responsibilities policy.

### 3. **Authorisation of Registrars**

- 3.1. Potential Registrars can make an application to become an authorised Registrar by:
  - Completing the Application for Authorisation as a Registrar (“Form AOR1”) and all its requirements.
  - Paying a non-refundable application fee of [**FEE TO BE DETERMINED**] to TRR.
- 3.2. TRR will endeavour to acknowledge applications by email and . will be processed in the order in which they were received. TRR will endeavour to process applications within a month of receipt.
- 3.3. If an application is accepted, TRR and the potential Registrar may execute the .vu Registrar Authorisation Agreement. A potential Registrar is not an authorised Registrar until the .vu Registrar Authorisation Agreement is executed by both parties.
- 3.4. If an application is declined, TRR will provide reasons why. The applicant will be entitled to make a new application in the future if relevant circumstances change.
- 3.5. A newly authorised Registrar has six months from the date of authorisation to connect to the Registry. If the Registrar has not connected to the Registry within this time, its Authorisation Agreement may at TRR’s discretion be terminated in which case it will no longer be an authorised Registrar.

### 4. **De-authorisation of Registrars**

- 4.1. A Registrar may cancel its authorisation status on two months' notice to TRR.
- 4.2. TRR may cancel a Registrar's authorisation status where:
- the Registrar has transferred its authorisation status to another party;
  - the Registrar Connection Agreement with the Registry is cancelled by either party; or
  - the Registrar is in breach of their .vu Registrar Authorisation Agreement or a .vu policy.
- 4.3. The cancellation of a Registrar's authorisation does not affect any of its rights and responsibilities which are intended to continue or come into force after de-authorisation.
- 4.4. Irrespective of who cancels the Registrar's authorisation, the Registrar will:
- continue to take all actions necessary to safeguard the rights of their Registrants;
  - immediately discontinue acting as a Registrar;
  - cease to hold themselves out as an authorised Registrar; and
  - work co-operatively with all persons to effect transfers of registered domain names to other Registrars.
- 4.5. Where a Registrar cancels its authorisation the Registrar must transfer the domain names under its management to another .vu Registrar in accordance with clause 14.
- 4.6. Where TRR cancels a Registrar's authorisation, and the Registrar has not made alternative arrangements for the transfer of domain names under its management:
- TRR will contact all Registrants of those domain names and:
    - (a) instruct them to transfer their domains to a Registrar of their choice;
    - (b) provide a list of authorised Registrars, together with contact information;

- (c) inform the Registrant of its domain name(s) and the UDAI for those domain name(s); and
- (d) inform them of a deadline that TRR will set, for completion of the transfer process.

- Those domains that are due to be renewed between the date the Registrant is contacted by TRR and the deadline set by TRR will be automatically renewed for one month to enable them to be transferred. TRR will meet the Registry's renewal fees resulting from this automatic renewal.

4.7. TRR may, at its sole discretion, extend the deadline for transfer of domain names affected by the cancellation of a Registrar's authorisation. In such cases it may engage further with the affected Registrant to assist it in transferring to a new Registrar.

4.8. After the deadline has passed TRR will direct the Registry to cancel those domain names that have not been transferred when their current billing term expires.

4.9. Where a Registrar whose authorisation has been cancelled has been hosting a domain name, and the hosting services have also ceased, TRR will attempt to contact affected Registrants. Other Registrars must not approach the affected Registrants to offer hosting services as a way of securing transfers of domains to them.

4.10. TRR may, at its sole discretion, attempt to fill any hosting gaps by making temporary arrangements with other organisations. In those circumstances, TRR will direct the Registry to update the name server information to reflect the new hosting arrangements.

## 5. ***Structure of a .vu Domain Name***

5.1. Domain names in the .vu domain name space can be registered at either the second or the third level.

5.2. Each complete name must be unique and comprise at least two levels, with each level separated by a period (.). The following are examples of compliant .vu domain names:

- 'anyname.org.vu' where:

'vu' is the top level, country code fixed for all domains managed by TRR.

'org' is the listed second level domain chosen by the Registrant.

'anyname' is the name at the third level the Registrant has chosen to register.

- 'anyname.vu' where:

‘.vu’ is the top level country code.

‘anyname’ is the name the Registrant has chosen to register at the second level.

5.3. “Second level domain name” is different from “domain name registered at the second level”.

5.3..1. A second level domain name is one of a limited number of listed names that a Registrant can use when registering a domain name at the third level. The ‘.org’ example in clause 5.2.1 is an example of a second level domain name. Second level domain names are explained further in clause 6.

5.3..2. A domain name registered at the second level is a name selected by a Registrant. Instead of registering it at the third level (preceding a second level domain name) it is listed at the second level (preceding the .vu top level country code).

5.4. Sub-domains can be added by the Registrant to any domain name registered at the second or third level. For example, the domain name could be ‘shop.vu’ and the sub-domain could be ‘book’, being in full, ‘book.shop.vu’.

5.5. Sub-domains are outside the scope of .vu policy and are the responsibility of the Registrant. They must comply with RFC1591 and meet the standards defined in clause 5.6.

5.6. Any new name must conform to the relevant Internet Standards (such as RFCs 1034, 2181, 5890 and 5891) as well as specific .vu policy regulations and operations guidelines requirements as follows:

- A domain name can consist of only lower case letters a-z), digits (0-9) and the '-' hyphen.
- Domain names must not commence or end with a hyphen. Hyphens cannot be the third and fourth characters
- The maximum length of each new domain name (including separators) is 63 characters.

5.7. Name server data is not required for a domain name to be registered. If valid name server data is provided it will be published in the DNS when delegation is requested.

5.8. Name server data will be validated when provided to ensure that it meets minimum technical and operational criteria to ensure the security, stability and resilience of the DNS.

- 5.9. Name server data may be revalidated at any time and may be removed from the DNS should the technical and operational criteria not be met.

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

- 6.1. The current second level domain names are: .com.vu, .gov.vu, .edu.vu, .net.vu, and .org.vu. A list of all current second level domains is maintained on the TRR website.

## **7. *Process for the Registration of Domain Names***

- 7.1. Registrars register domain names on behalf of Registrants.
- 7.2. Registrants must be identifiable individuals over 18 years of age or properly constituted organisations.
- 7.3. Any eligible Registrant may register an available domain name at the second or third level on a first come, first served basis.
- 7.4. The person named on the Register is the legal Registrant and therefore holds the licence to use that domain name.
- 7.5. The applicant, in lodging the request for the domain name, warrants that it is entitled to register the domain name as requested. For example, the applicant warrants that the proposed domain name does not infringe any other parties' rights.
- 7.6. Disputes regarding whether an applicant has a legitimate right to a name can be dealt with by the legal system of the Republic of Vanuatu. TRR has no role in deciding who has rights in such disputes. TRR will take action upon instruction of an order of the Vanuatu Courts or a Vanuatu Tribunal of Competent Jurisdiction.
- 7.7. A registration may be cancelled at any stage where the Registrant does not comply with these requirements or fails to meet any fees or other liabilities in connection with the registration or use of the domain name.
- 7.8. When registering a new domain name the Registrar supplies the following data:

- Domain Name
- Registrant Name
- Registrant Contact Details
- Administrative Contact Details
- Technical Contact Details
- Billing Term;

and, if applicable:

- Name Server List
- DS Record List
- Registrant reference.

- 7.9. The Registrar must ensure that the domain name is available, that mandatory fields have been supplied, and that the relevant fields have valid formats (e.g. domain name format, e-mail address format).
- 7.10. The Registrar must pass the details of the registration on to the Registrant. The UDAI, or instructions on how to obtain a UDAI, must also be sent out to Registrants at this time. The Registrar must provide the UDAI to the Registrant on request.
- 7.11. There is a grace period of five days upon a domain name first being registered, during which time the Registrar may cancel the registration.
- 7.12. Where the domain name is cancelled during the grace period it will be removed from the Register. The registration and cancellation will still be recorded for audit purposes. The same Registrar is able to re-register the same domain name but it is not able to be cancelled for a second time within one month of the initial registration.
- 7.13. A Registrant will not be able to transfer the management of its domain name to another Registrar during the grace period.
- 7.14. Except as set out in clause 7.15, Registrars must identify the full billing term.

7.15. Registrars' terms and conditions may provide that they are entitled to register for an initial period until they have received the monies from the Registrant and then update the domain name billing term as soon as those monies are received by the Registrar.

7.16. The operating principles for moderated domains are:

- Approval for registration of the moderated name can only be made by the Moderator and occurs prior to the Registrar registering the domain name in the Register.
- Moderators must either establish themselves as a Registrar or set up a relationship with one or more Registrar(s) to act as their approved Registrar(s).
- Moderators are responsible for notifying the TRR and the Registry of their accredited Registrar(s).
- Only an approved Registrar will be able to register domain names in that moderated domain.

## 8. ***Registration of Domain Names at the Second Level***

8.1. In order to avoid confusion the name 'government' cannot be registered at the second level.

## 9. ***Process for the Management of Domain Names***

9.1. Registrars are required to maintain the details of the domain names for which they act as Registrar of record. They are able to amend/update the following fields:

- Name Server List;
- Registrant Name;
- Registrant Contact Details;
- Registrant Reference;
- Administrative Contact Details;
- Technical Contact Details;
- Billing Term;



- DS Record List.
- 9.2. The Registrar cannot amend the domain name itself. If there is an error in the spelling of a domain name, it must be cancelled and a new registration created.
- 9.3. Transactions able to be undertaken on the Register by Registrars will be those specified by the Registry.
- 9.4. Moderators of second level domain names must designate the Registrars that are permitted to register their second level domains. No other Registrars will be permitted to register these second level domains.
- 9.5. Only the Registrar-of-record for a domain name may send a renewal notice to a Registrant. A Registrar who is not the Registrar-of-record may not send any notice that is, or may reasonably be considered to be, a renewal notice to any Registrant.
- 9.6. Subject to clause 9.7, TRR does not have jurisdiction to consider complaints relating to the following:
- illegal or malicious use of a domain name, for example spam or phishing;
  - objectionable or offensive website content; or
  - possible breaches of legislation.

**More information on these issues is contained in the FAQ section of TRR's website**

- 9.7. TRR may cancel, transfer or suspend a domain name registration where maintaining the registration would put TRR in conflict with any law, including the terms of an Order of a Court or Tribunal of competent jurisdiction.

## 10. *DNSSEC*

- 10.1. In relation to managing DNSSEC (domain name system security extensions) signed domain names, Registrants (or their DNS Operator) and Registrars are responsible for:
- generating and managing their keys;

- generating the DS Record; and
  - determining how often they perform key rollovers.
- 10.2. When a Registrant elects to un-sign a DNSSEC signed name, the Registrar will remove the DS Records for that name as soon as practicable.
- 10.3. Registrants can elect to operate their own DNS or they can delegate this responsibility to a third party called a 'DNS Operator'. The DNS Operator may be the Registrar for the domain name, a Registrar who does not manage the domain, a hosting provider, an ISP, or other third party that offers DNS management services.
- 10.4. When a change of DNS Operator for a signed domain name is required and both the current and proposed DNS Operators are Registrars, then the cooperation and participation set out in 10.5 is required.
- 10.5. The following applies to domain names which are DNSSEC enabled:
- Prior to a name server update, the relinquishing DNS Operator must provide the zone information for the domain name when requested to do so, and accept and add the new DNSKEY to the zone for the domain name, re-sign it and continue to serve this until they are notified the change is complete.
  - The gaining DNS Operator then provides the new DS Record to the relinquishing DNS Operator who provides it to the Registry. The name servers for the domain name can then be updated with the Registry.
  - Following the name server update, the gaining DNS Operator must delete the old DS Record and DNSKEY provided by the relinquishing DNS Operator.
  - The relinquishing DNS Operator must remove the domain name from its name servers when requested, but must not remove it before being requested to do so.
  - All of the steps referred to in this clause shall be undertaken as soon as practicable.
- 10.6. TRR will establish and maintain a contact repository of .vu DNS operators who offer DNSSEC services.

## 11. *The Billing Process*

- 11.1. The Registry will bill for the registration and renewal of domain names on a monthly billing period.
- 11.2. Registrars are obliged to disclose the billing term arranged between a Registrar and a Registrant to the Registry through the registration transaction, so they are billed for the same period that they have billed their Registrants, on an individual domain name basis.
- 11.3. A domain name's billing period will begin at the time it is registered, or renewed and extend for the number of monthly increments indicated by the billing term. The Registrar who administered the domain name at the start of the period will be billed.
- 11.4. The billing extraction will not occur until after the registration or renewal grace period (five days) for each billing term.
- 11.5. If the domain name is cancelled during the grace periods, the registration or renewal will not be billed.
- 11.6. Registrars may initiate the renewal process at any time during a domain name's current term, in advance of the normal renewal date. Advance renewals must be handled in the same manner as normal renewals, although they will not be accepted if the end of the new term is more than 120 months from the current date. Registrars will be billed for advance renewals.
- 11.7. Immediately following the billing of a domain name for a multiple number of months, the billing term will be re-set to one month.
- 11.8. To continue billing the domain name for a multiple term at renewal, the Registrar must re-set the billing term again, using the standard update process. This prevents domain names which have been billed for a longer term being automatically renewed for the same term, before the Registrar has determined the terms of the renewal, or even if a renewal is required.
- 11.9. The billing extraction process does not generate credits. In the event that credits are required, these must be handled outside the Register, through the Registry invoicing system.

- 11.10. If a cancelled domain name that is pending release becomes due for renewal, it will not be renewed (and therefore not billed).
- 11.11. If a cancelled domain name is re-instated during its pending release period the renewal process will be applied retrospectively, as if the name had not been cancelled, thus effectively 'catching up' with all the billing that would otherwise have occurred during the period of cancellation.
- 11.12. The Registrar may set the billing period to "0" where it has received a specific instruction from the Registrant not to renew the domain name registration. The Registrar may not set the billing period to "0" to circumvent the automatic renewal function of the Registry.
- 11.13. The billing extraction process will not occur for domain names that have been locked. Once a domain name is unlocked, billing 'catch-up' transactions will be generated in the normal manner.

## **12. *Unique Domain Authentication ID (UDAI)***

- 12.1. Registrars and the Registry may generate a new UDAI at any time.
- 12.2. A function will be provided for Registrars to check that a UDAI is valid.
- 12.3. Registrars must pass on the UDAI to Registrants whenever a new UDAI is generated. This applies from the time a Registrar first connects to the shared registry system. As stated in clause 7.10, the UDAI must also be provided to Registrants on request. If the Registrar fails to provide a UDAI to the Registrant, TRR may do so.
- 12.4. For security reasons, UDAs will expire at the end of a set period.

## **13. *Transfer of Registrar***

- 13.1. The Registrant may transfer its domain name to another Registrar at any time other than during the five day registration grace period.

- 13.2. The Registrant's UDAI is required to enable a transfer of a domain name from one Registrar to another.
- 13.3. A Registrar must not decline or delay a Registrant's request to transfer its domain name to another Registrar (by withholding the UDAI or otherwise).
- 13.4. Neither the releasing Registrar nor the Registry is entitled to charge any fees for the transfer of a domain name. For the avoidance of doubt, this clause does not oblige the releasing Registrar to reimburse the Registrant for the remaining term of its domain name agreement.
- 13.5. A domain name that is locked cannot be transferred except through a manual transaction undertaken by the Registry. An application must be made to TRR for this to occur.
- 13.6. A batch transfer facility is provided for use by the Registry for situations in which, for example, a Registrar's business is sold to another authorised Registrar. The only circumstance in which TRR will authorise the transfer is when the relinquishing Registrar demonstrates that the affected Registrants are aware of the transfer and have signed up to the gaining Registrar's agreements.
- 13.7. The process to transfer a domain name from one Registrar to another is as follows:
- The Registrant asks the gaining Registrar to have its domain name(s) transferred to it.
  - If the gaining Registrar agrees to the transfer, it must disclose its terms and conditions and provide a contract.
  - If the Registrant accepts the terms and conditions of the gaining Registrar's contract, then it will supply its domain name and its UDAI to the gaining Registrar.
  - The gaining Registrar will submit a "transfer" transaction to the Registry.
  - The Register will immediately be changed.
  - The Registry will inform the releasing Registrar of the change.
  - If, as the result of the transfer, other domain name details need changing (e.g. Name Server List, Registrant Customer ID, Administrative and Technical Contact Details), the gaining Registrar will initiate an update transaction in the standard manner.

#### **14. *Change of Registrant***

- 14.1. A Registrant may transfer its domain name to another Registrant.
- 14.2. Registrars must have a process in place to deal appropriately with the change of Registrant, which must be clearly identified to the Registrant.
- 14.3. Before transferring a domain name to a new Registrant, the Registrar must ensure that the transfer is properly authorised by the existing Registrant.
- 14.4. Registrars must ensure the prospective Registrant signs up to the Registrar's terms and conditions and agrees to be bound by the .vu policies, regulations and the operational guidelines.
- 14.5. Registrars must retain all documentation and correspondence relating to the transfer.
- 14.6. Registrars may require the current Registrant to provide a statutory declaration where they have concerns about its authority to effect the change in Registrant details.
- 14.7. Registrars may seek an indemnity for any costs, losses, or liabilities incurred in the reasonable performance of their duties in processing the Registrant's request, or in dealing with claims arising from the allocation or use of the domain name.

## 15. ***Cancelling and Re-instating Domain Names***

- 15.1. Domain names are automatically renewed and do not lapse unless cancelled.
- 15.2. Domain names may be cancelled by the Registrar at the request of the Registrant, where the Registrar has given 14 days' notice due to non-payment, or where the Registrant has breached its agreement with the Registrar and the agreement specifies domain name cancellation as a sanction for the breach.
- 15.3. Cancelled domain names will be assigned a status of 'pending release' and will not become available for reuse for a period of 90 days. Cancelled domain names, either pending release or released, will not be included in the next zone file pushed to the DNS.

- 15.4. During the pending release period, the Registrar may fully re-instate the domain name for the Registrant, so that it becomes active again. The domain name may also be transferred to a new Registrar and be reinstated by that new Registrar.
- 15.5. The billing process is unaffected by the cancellation and any re-instatement. Although the domain name will not have been billed for the period that it was pending release, once it has been re-instated the billing process will generate 'catch-up' transactions, from the original cancellation date.

## **16. *Managing Cancelled Domain Names***

- 16.1. If the domain name has passed out of its pending release period, it will be released, thus becoming available for anyone else to register.
- 16.2. When they are released, domain names will be removed from the Register.
- 16.3. Registrars must release all cancelled domain names back to the Registry and are not permitted to retain domain names for on-sale to a third party.

## **17. *Disputes and complaints***

- 17.1. In the event of a dispute between a Registrant and a Registrar, the parties should attempt to resolve matters between themselves before seeking TRR's assistance.
- 17.2. TRR will generally be involved in a dispute or complaint if there is a prima facie breach of a .vu policy, regulations and guidelines, or an agreement between participants.
- 17.3. TRR may become involved on the receipt of a complaint, or of its own initiative.
- 17.4. TRR will abide by the principles of natural justice when investigating complaints and disputes and when making determinations and imposing sanctions.

## **18. *Registrars and Resellers***

- 18.1. Registrars are responsible for all actions of any person or organisation acting as a reseller through the authorised registrar. Resellers are required to meet the same obligations and standards as registrars in their dealings with domain names and registrants. If a registrar does not offer registry services to what TRR, in TRR's sole discretion, may decide is the public, or any section of the public however that section is selected, then all users of the registrar's services will be resellers for the purposes of the .vu Regulations and the operations guidelines. For these purposes "the public" can include government departments, offices or agencies. Ensure that any organisation, whether a reseller or not, working in any way through or with the registrar's systems operates in a manner consistent with the .vu Regulations and operational guidelines.
  
- 18.2. The registrar will raise the issue with the reseller as soon as possible after the breach is identified setting out the reasons they are in breach and what remedies are required. They should also specify the timeframe the reseller has to remedy and the consequences if the remedies are not completed within the required timeframe. The registrar is encouraged to seek the guidance of TRR before specifying such activities.
  
- 18.3. The timeframe to remedy the breach or breaches must be reasonable and reflect the seriousness of the non-compliance. That is, more urgent changes will be needed if the breach actions are serious with major consequences for the registrants.
  - 18.3..1. Where the breach has not been remedied by the deadline, the registrar will advise TRR of the situation and apply for approval to proceed to invoke the consequences of the non-compliance. Such consequences may include transferring responsibility for managing the .vu names involved from the reseller account to the direct responsibility of the registrar.
  
  - 18.3..2. Transferring responsibility of the names from the reseller to the registrar is a significant step that impacts the relationship the registrant has with their provider so will only be considered where the registrar can demonstrate to the satisfaction of TRR that:
    - the resellers actions are in breach of the .vu policies such that registrants are being negatively impacted; and
    - the reseller has been advised of its breach or breaches of the .vu policies, what it needs to do to remedy the situation by a defined timeframe and what the consequences are of failing to make the remedies in the timeframe; and



- the timeframe given is fair and fits with the seriousness of the non-compliance; and
  - the registrar has a contract / agreement with the reseller that sets out the possibility of the control of the names transferring to the direct control of the registrar in the case of a breach.
- 18.3.3. In exceptional circumstances, even if no formal agreement between the reseller and the registrar exists, TRR may order the names transferred to the direct control of the registrar. This action will only be undertaken after TRR has also taken steps with the reseller to assist them in becoming compliant and after following due process in any investigation that could lead to their names being transferred to the registrar.
- 18.3.4. For the purpose of this policy, any organisation or person working in any way through or with the registrar's systems in registering or managing .vu domain names on behalf of a third party can be considered a reseller and be required to operate in a manner consistent with the .vu regulations and operations guidelines.

## 19. **WHOIS Query**

- 19.1. The public is normally entitled to access information about a .vu domain name through a WHOIS query. However, automated bulk access through WHOIS, or misuse of WHOIS data (for example, to make unsolicited communications to a Registrant) is not authorised.
- 19.2. At all times the priority of the Registry and the TRR under this policy will be to protect the security of the data in the Register from unauthorised or abusive use, while as much as is practicable preserving public access to the WHOIS service.
- 19.3. The Registry shall ensure the integrity of the Register and take reasonable steps to prevent unauthorised automated access, including bulk harvesting through the WHOIS query.
- 19.4. If unauthorised use of the WHOIS query is detected, the Registry and / or TRR, at their discretion, may take any of the following courses of action:
- 19.4.1. remove or limit any party's access to the WHOIS service on a permanent or temporary basis;
  - 19.4.2. suspend a Registrar's access to the shared registry system

19.4..3. apply a sanction to a Registrar under any applicable agreements, .vu regulations or .vu policies; or

19.4..4. in extreme circumstances, suspend the WHOIS service.

19.5. The WHOIS service will respond to a WHOIS query for a specified domain name. If the domain name is registered, the details as set out in clause 19.6 will be available. If the domain name is not registered, the WHOIS service will show that it is available for registration.

19.6. The following details will be available in response to a WHOIS query:

- Domain Name;
  - Registration status;
  - Date registered;
  - Date registered/billed until;
  - Date last modified;
  - Include in DNS;
  - Registrar of Record (including contact details);
  - Registrant Contact Details;
  - Administrative Contact Details;
  - Technical Contact Details;
  - Name Servers;
  - Domain Signed;
- and, if applicable:
- DS Records;
  - Date cancelled; and
  - Date locked.

19.7. The WHOIS server will not accept wild card searches.

## 20. *Process for Registrant Info Service search*

- 20.1. TRR shall offer a Registrant Info Service providing a list of domain names matching the Registrant's search criteria.
- 20.2. The application for a Registrant Info Service search is made to TRR using the following form:
  - 20.2..1. Form WHO1 for a search for the applicant's own domain names.
  - 20.2..2. Form WHO2 for a search to support a complaint pursuant to the .vu Dispute Resolution Service policy.
  - 20.2..3. Form WHO3 for pre-registration for registrant info service searches to support a complaint pursuant to the .vu Dispute Resolution Service policy.
- 20.3. Information required in an application to search for a Registrant's own domain name includes, but is not limited to, the following:
  - 20.3..1. Name and contact details of applicant.
  - 20.3..2. Details of the search parameters sought.
  - 20.3..3. Evidence as to the applicant's identity (for example, a photocopy of a driver's licence) and, where appropriate, evidence as to the applicant's authority to apply for a search on behalf of a company (for example, written authorisation signed by a director of the applicant company).
  - 20.3..4. An undertaking that any information provided as a result of a Registrant Info Service search is for the applicant's own use and will not be inappropriately disseminated.
- 20.4. TRR, at its sole discretion, may either approve or decline the Registrant Info Service application, or seek further information from the applicant.
- 20.5. All search applications will be recorded by TRR and any previous searches will be taken into account when deciding whether to approve the search application.

20.6. If TRR considers, on reasonable grounds, that a Registrant has misused the information arising from a Registrant Info Service search, it may ban the Registrant from using the Registrant Info Service search for such period as TRR deems appropriate.

## 21. **Zone Data**

21.1. In certain circumstances, .vu zone data may be released to third parties not directly involved in the management of the Registry and/or the .vu domain name space.

21.2. The zone data may not be released to third parties unless there is sufficient reason to justify such release. TRR will retain sole discretion regarding whether or not to release zone data.

21.3. Zone data may be released where it can be demonstrated that there is a “public good” aspect to the release of the information that outweighs any adverse effect on Registrant’s privacy.

21.4. TRR may grant an application on such conditions it thinks fit, including (but not limited to) requiring the applicant to enter into an agreement with TRR as to the terms of release. The agreement may:

- reflect the information provided in the application;
- confirm that the applicant agrees to be bound by the .vu policies;
- require deletion of the zone data after use or after a prescribed time;
- include sanctions in the event of a breach of the agreement; and
- include any other conditions that TRR, in its sole discretion, consider appropriate.

21.5. TRR and the Registry may use the zone data to ensure the efficient management and operation of the .vu zone and .vu domain name space, for reasons of “public good”, and for developing new services.

21.6. An application to request .vu zone data may be made to TRR on form ZTP1.

21.7. Information required in support of the application includes, but may not be limited to, the following:

- The purpose the applicant will be using the information for.
- The reason the applicant needs to obtain the information from the zone data.
- How often the applicant wishes to receive the zone data and the period of time the zone data will be required, i.e. a single file, up to a specified date or indefinitely.
- What information will be made public.
- How long after receipt of the zone data the information from it will be publicly released.
- The "public good" purpose the information will be put to.
- Whether the applicant intends to retain the information and, if so, why.
- The measures that are in place to protect Registrants' privacy.
- Any confidentiality agreements in place with its staff or contractors.

21.8. TRR, at its sole discretion, may either approve or decline the .vu zone data application, or seek further information from the applicant. In making its decision TRR may consult with the Registry.

