

# ANNEX .ZA - SPECIAL CONDITIONS FOR THE ccTLD .CO.ZA

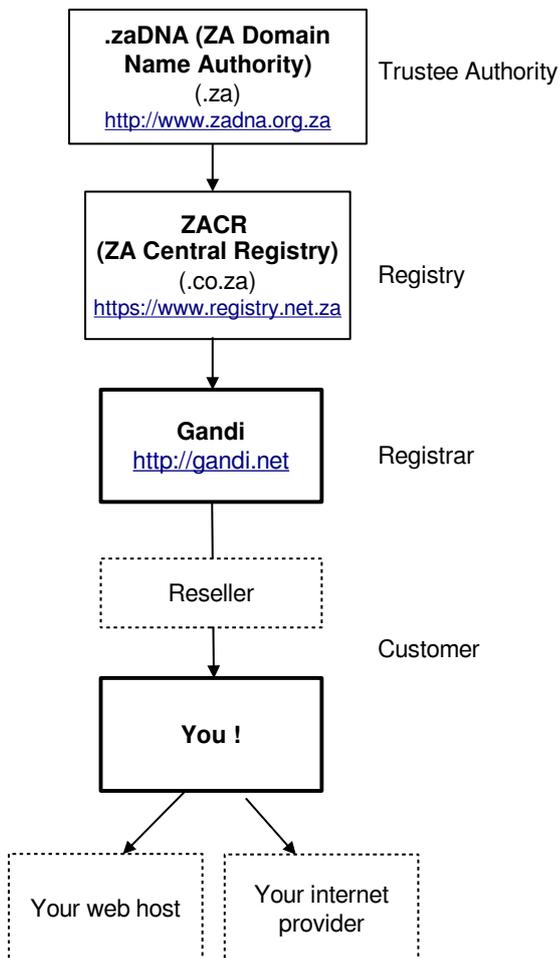
version 1.3 – March 1st, 2018

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .CO.ZA domain name implies the acceptance of and compliance to the present special conditions contained herein.

All Your legal information and contracts can be viewed at any time via Our [website](#). Capitalized terms have the definition attributed to them in Our [General Terms and Conditions](#) of Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

## Section .ZA.1. Trustee authority and Registry

.ZA is the official country code Top-Level-Domain (ccTLD) of South Africa. The following diagram presents the various parties involved and the Trustee Authority for the .CO.ZA TLD:



You can view the information and special rules of each party involved by clicking on the respective links.

## Section .ZA.2. Registration terms and conditions

When You apply to register a .CO.ZA domain name, You acknowledge that You have fully understood, and that You certify to have full knowledge of and that You agree to abide by all the rules and specific conditions of .CO.ZA domain names, as defined by .zaDNA et ZACR, and which may be viewed at the following page:

- Registrant Agreement:  
[https://www.registry.net.za/downloads/u/Registrant\\_Agreement\\_Mandatory\\_Terms\\_v004.pdf](https://www.registry.net.za/downloads/u/Registrant_Agreement_Mandatory_Terms_v004.pdf)
- Complaints policy:  
[https://www.registry.net.za/downloads/u/ZACR\\_Complaints\\_Policy.pdf](https://www.registry.net.za/downloads/u/ZACR_Complaints_Policy.pdf)

- Abuse and Takedown Policy:  
[https://www.registry.net.za/downloads/u/ZACR\\_Takedown\\_Policy.pdf](https://www.registry.net.za/downloads/u/ZACR_Takedown_Policy.pdf)

These contracts bind You to the Registry. The special conditions contained herein do not replace these Rules, but rather form part of them. You acknowledge to have fully understood and accepted these rules on Our website.

You acknowledge that the Registry benefits from the rights and warranties conferred to Gandi under this contract.

## Section .ZA.3. Special requirements

.CO.ZA special requirements are available at:  
<http://www.gandi.net/domain/za/info>

.CO.ZA domain names are open to any identifiable legal entities (individuals and legal persons) with the necessary legal capacity to conclude this contract.

You have to specify nameservers (DNS) that are correctly configured for the domain name that You intend to register, according to the Registry's "zonecheck" standards.

You agree to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry can delete Your domain name.

The Registry or Gandi shall under no circumstance whatsoever be obliged to determine and verify Your right to the domain name chosen. Since the registration of a domain name is under a "first come first served" basis, the registration of Your domain name shall in no way constitute any indication or warranty of Your right to said name.

Under the Registry rules, You do not acquire property rights of the domain name registered but rather that You are granted user rights of the domain name.

## Section .ZA.4. Registration term

The registration term is 1 year. To avoid any deletion of the domain name, the renewal must be paid and funds cleared **no later than 2 days before the Expiration date**.

## Section .ZA.5. Pricing

Our prices can be viewed at:  
<https://www.gandi.net/domain/price/detail/za>

You acknowledge that, under no circumstances, are the Registry and/or Gandi obliged to refund any fees relative to Your domain name.

## Section .ZA.6. Storage of contact information

You hereby irrevocably and without limitation consent to the collection and use of your personal information as provided in Your registration request by the Registry, and in particular to:

- the use of You personal information by the Registry in providing

- the domain names registration and management services, and in particular publishing its in a [Whois](#) database,
- the inclusion of Your personal information in escrow deposits held by third parties located anywhere in the world,
- the transfer of Your personal information to the Registry service provider or the Registry's affiliates for the purposes of providing Registry services,
- the transfer of Your personal information to a third party replacing the Registry in providing the Registry function, wherever in the world such third party may be located.

### **Section .ZA.7. Dispute resolution policy**

.zaDNA has set forth a domain name Alternative Dispute Resolution Policy (ADR) specific to the .ZA zone that You agree to fully abide by:

- Explanations: <https://www.zadna.org.za/content/page/what-constitutes-a-dispute>
- ADR process: <https://www.zadna.org.za/content/page/za-adr-process>
- ADR policy: [http://s3.amazonaws.com/zadna/Alternative\\_Dispute\\_Resolution\\_Regulations.pdf](http://s3.amazonaws.com/zadna/Alternative_Dispute_Resolution_Regulations.pdf)
- ADR providers: <https://www.zadna.org.za/content/page/domain-disputes>

### **Section .ZA.8. Transfer (change of Registrar)**

The process is started on Our Interface. Before requesting the transfer of the domain, please be sure that Your domain name was created at least 7 days prior to the request and does not expire soon (We recommend that you start the transfer request at least one month prior to its Expiration).

Once Your transfer request has been launched, Gandi will send You an email for confirmation.

Then, the transfer will be subject to confirmation of the Registry email or the approval of the transfer by the losing Registrar within a deadline of 5 days:

- if You confirm the Registry email, Your domain will be automatically transferred,
- if You refuse or otherwise do not confirm the transfer, but the losing registrar does, then the domain will be transferred at the end of the deadline of 5 days,
- if neither You nor the losing Registrar confirm the transfer, Your transfer request will be rejected at the end of the deadline of 5 days.

**The transfer of a .CO.ZA domain name does not change the domain's expiration date.**

### **Section .ZA.9. Ownership change**

The ownership change process is available on Our Interface, and it requires the confirmation of the two parties by e-mail.

The owner change of a domain name does not change the domain's Expiration date.

### **Section .ZA.10. Deletion process**

**One day before the Expiration date**, the domain name is released by Gandi to the Registry. All associated technical services are deactivated.

At this time, the domain name is placed in Quarantine status and can be restored, in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department. The length of the Quarantine period is 10 calendar days.

If the domain is neither renewed nor restored within these deadlines, the Registry will delete the domain name, which will

become available for registration on a "first come first served" basis.

### **Section .ZA.11. Actions by Gandi and the Registry**

You acknowledge that the Registry may reject Your registration request in its sole reasonable discretion.

You also acknowledge and agree that the Registry or Gandi shall have the right to delete Your domain name or transmit it to a third party (depending the case):

- in case of non-payment within the required deadlines,
- should You breach any provision of this contract, and fail to remedy such breach within 14 days of receiving written notice from Gandi (by email),
- should the Registry receive an order by any competent court,
- should the Registry receive a decision by a Dispute Resolution Provider appointed by an official domain name Dispute Resolution Procedure introduced by law, or adopted and published by the Registry.

In the event that evidence is presented to the Registry or Gandi indicating that Your domain name violates the rights of a third party, the Registry shall be entitled to provide the complainant with Your name and contact details. All further communication will have to exclude the Registry and Gandi who have no further obligations to You or the complainant. Under no circumstances whatsoever shall the Registry or Gandi be obliged to act as an arbiter of disputes arising out of the registration and use of Your domain name.

### **Section .ZA.12. Liability and warranty**

You hereby irrevocably represent, warrant and agree that:

- the information in Your registration request is accurate and complete,
- You have the right without restriction to register and use the domain name chosen,
- You have a bona fide intention to use the domain name,
- the registration or use of Your domain name does not or will not interfere with, nor infringe the right of any third party in any jurisdiction (in particular trademark, trade name, company name, copyright or any other intellectual property right),
- You are not seeking to use Your domain name for any unlawful purpose whatsoever (including, without limitation, unfair competition, defamation, passing off or for the purpose of confusing or misleading any person),
- at the time of Your registration request, and at any time thereafter, You shall specify and maintain at least 2 DNS correctly configured for the domain name that You intend to register,
- You have chosen Your domain name without input, influence or assistance from the Registry and/or Gandi.

Pursuant the above warranties, You hereby agrees that You shall defend, indemnify and hold harmless the Registry and Gandi, its directors, officers, members, employees and agents, for any loss, damage, expense (including reasonable attorney fees) or liability resulting from any claim, action or demand arising out of or related to a breach of the aforementioned warranties or the registration or use of Your domain name (such claims shall include, without limitation, those based upon trademark, copyright, infringement, dilution, unfair competition, passing off, defamation or injury to reputation). You agree that the Registry and Gandi shall be defended by attorneys of their own respective choices at Your expense, and that You shall advance the costs incurred in such litigation, on demand from the respective parties. Gandi agrees to give You a written notice (by email), within a reasonable deadline, of any such action or demand We are informed of.

The Registry and Gandi give no warranties of any nature whatsoever with regard to the domain name, the registration or use and hereby disclaims all such warranties, whether express or implied.

The Registry will under no circumstances whatsoever and howsoever arising be liable for any indirect, special, incidental, punitive or consequential damages of any kind (including, without

limitation, loss of use, business interruption or lost profits), regardless of the form of action, even if the Registry has been advised of the possibility of such damages. Without derogating from the foregoing, the Registry's liability for direct damages arising out of this contract shall under no circumstances exceed the registration or renewal fee related to Your domain name.

**Section .ZA.13. Modification of the Contract**

You hereby acknowledge that the Registry and Gandi may, alter, delete or supplement this contract, or parts of this contract, by publishing such amendments on their website. You accept that You are responsible for regularly monitor these potential amendments and that if You fail to notify the Registry and Gandi You wish not to be bound by such amendments within 30 days of such amendment being published, You shall conclusively be deemed to have

acceded and agreed to the amendments thus published.

**Section .ZA.14. General provisions**

In the event of any clause of this contract being declared void or non-enforceable, it shall be declared unwritten, and other stipulations shall remain in force to their full extent.

**Section .ZA.15. Applicable law - Jurisdiction**

You hereby consent to the jurisdiction of the Hight Court of South Africa (sitting at Pretoria) for the resolution of any legal dispute between You and the Registry and this contract will be construed and interpreted in accordance with the law of Republic of South Africa.

*-end of annex .ZA-*