

AC.ZA Domain Name Registration

This form should be completed electronically, signed, and submitted to hostmaster@tenet.ac.za



1. DOMAIN NAME

Domain names should reflect the identity of the institution, organisation or group that will make use of the Domain (see 7.1 below). They should be at least two characters long and may only consist of letters, numbers or a hyphen. Domain names are subject to approval by the Moderator who may impose additional conditions.

.AC.ZA

(hereinafter referred to as the Domain or the Domain Name)

2. REGISTRANT

The Registrant of an AC.ZA domain must be a **juristic person** (institution) domiciled in South Africa.

Institution name			
General email address			
Street Address			
City		Postcode	
Province		Country	South Africa (ZA)
Phone number		Fax number	

Please complete the following additional information to help the Moderator understand the relationship between the Domain Name and the Registrant.

Project / sub-unit / department name <i>(if applicable)</i>	
Explanation of the Registrant's eligibility and/or motivation for the Domain Name	

3. ADMINISTRATIVE CONTACT

The Administrative Contact named below should be a person who **represents the entire institution described in 2 above as a juristic person**. It is typically the Principal, Registrar, Chief Executive Officer, Chief Information Officer, Director of Information Technology or other executive officer.

Name			
Organisation			
Role email address			
Address			
City		Postcode	
Province		Country	
Phone number		Fax number	

4. ELIGIBILITY CRITERIA

In terms of the Charter, only institutions that meet one of the following criteria are eligible for an AC.ZA domain. Primary schools, high schools, and TVET colleges do not qualify and should not submit applications to the AC.ZA administrator, but instead contact the administrators of the SCHOOL.ZA or EDU.ZA domains.

Please indicate which of the following criteria apply (complete only one alternative):

a) Registrant is a higher education institution:

- i established, deemed to have been established or declared as a public higher education institution in terms of the Higher Education Act (no. 101 of 1997), as amended; or
- ii registered as a private higher education institution in terms of the Higher Education Act (no. 101 of 1997), as amended; or

b) Registrant, while not a higher education institution:

- i conducts scholarly research and places a reasonable proportion of the results in the public domain, as a primary purpose or core activity; or
- ii provides direct, specialised support for higher education and/or scholarly research, as a primary purpose or core activity; or
- iii is a national association, regional association or consortium of institutions, each of which meets at least one of the four criteria above; or
- iv is a learned society

5. TECHNICAL CONTACT

The Technical Contact is the person responsible for implementing DNS for the Registrant. If the Registrant has outsourced its DNS services, this may be a third party (however, note 7.6 below).

Name			
Organisation			
Role email address			
Address			
City		Postcode	
Province		Country	
Phone number		Fax number	

6. DOMAIN NAME SERVERS FOR THE DOMAIN

The Registrant must provide two geographically diverse name servers that answer authoritatively for their proposed domain. The Technical Contact should be able to provide the correct information for this section.

Name Server	Fully-Qualified Domain Name	IPv4 Address	IPv6 Address
Primary			
Secondary			
Secondary			
Secondary			

NB: Name servers must be configured in advance of the application and may be tested by the Administrator.

7. TERMS AND CONDITIONS FOR AC.ZA DOMAIN REGISTRATIONS

The Tertiary Education and Research Network of South Africa NPC (“TENET”) operates, administers and moderates the AC.ZA second-level domain in the hierarchical Domain Name System of the Internet. It does so in accordance with a Charter approved by the .ZA Domain Name Authority (“ZADNA”), who are the statutory regulator established in terms of the Electronic Communications and Transactions Act 25 of 2002 as custodian of the South African country-code top-level domain.

These terms and conditions apply to the registration and use of Domain Names within the AC.ZA namespace, and the provision of domain name services for such Domains. They should be read in conjunction with the Charter and any supplemental or clarifying policy published by .ZADNA, TENET, or its subcontractors. This includes but is not limited to the Moderation Policy, the DNSSEC Policy and Practice Statement, and the operational requirements for name servers. In the event of any inconsistencies between the provisions of this agreement and the approved Charter or any other policy, the order of precedence shall be the Charter, this agreement, and then any supplemental policy.

7.1 Right to use the domain name

The Registrant represents, warrants and agrees as follows:

- a) The Registrant’s statements in this Application are true and accurate;
- b) The Registrant intends to use the Domain Name on a regular basis on the Internet;
- c) to the best of the Registrant's knowledge and belief, neither the registration of the Domain Name nor the manner in which it is to be directly or indirectly used infringes the right of any other party in any jurisdiction with respect to trademark, service mark, trade name, company name, copyright nor any other intellectual property right;
- d) The Registrant is not seeking to use the Domain Name for any unlawful purpose, including, without limitation, delictual interference with contract or prospective business advantage, unfair competition, injuring the reputation of another, nor for the purpose of confusing or misleading a person, whether natural or juristic.

7.2 The AC.ZA Registry and the maintenance of up-to-date Contact Details

TENET acts as the Registry for the AC.ZA domain and maintains a repository that stores information about Domains, Registrants and their associated Contacts (“Registry”).

In accordance with .ZADNA policy and established Internet practice, TENET publishes contact information from the Registry on a public web page and via the WHOIS and RDAP protocols. The purpose of these services is to make the contact details of all Domain Name Holders readily available at any time to any interested party.

The Registrant authorises TENET to publish the Registrant's Contact Details, as recorded in the Registry, and to make these Contact Details available to any third party through any appropriate means.

The Registrant warrants that they have made any person for whom personal information (as defined in the Protection of Personal Information Act 4 of 2003) is supplied to the Registry aware that such personal information will be supplied to TENET and that it may be re-published to third parties. The Registrant further warrants that they have obtained the necessary consent or other basis for such processing from such persons.

The Registrant undertakes to periodically review the information recorded in the Registry, to alter and/or augment it as may be necessary to ensure that it remains true and accurate for the duration of the period within which the Domain Name is in use.

The Registrant undertakes to provide complete and accurate Contact Details to TENET within fourteen (14) days of being requested to do so by TENET. The Registrant agrees that TENET may make such requests by means of email addressed to the Administrative Contact as then recorded in the Registry, if any, and to the email address specified in the Start of Authority (SOA) record of the Domain.

The Registrant acknowledges that failure to keep the Registrant's Contact Details up to date constitutes a material breach of this agreement and a basis for the cancellation of the Domain Name registration by TENET.

7.3 Right to register sub-domains of the Domain Name

The Registrant is entitled to define and use sub-domain names under the Domain Name as names for hosts or as domain names for use by faculties, departments, research units or other entities that form part of the Institution or are closely associated with it and that are not themselves juristic persons independently of the Institution.

The Registrant may not define a sub-domain name of the Domain Name and allocate it for use by an entity that is a juristic person different from the Institution without the written permission of TENET.

7.4 Provision of Domain Name Service for the Domain and sub-domains of the Domain

The Registrant is required to ensure the provision of Domain Name Services for the Domain and for each sub-domain of the Domain according to the standards published from time to time in Internet RFCs, by .ZADNA or AC.ZA policies, and by established Internet best practices for the Domain Name System.

The Registrant undertakes to maintain the Domain and all sub-domains of the Domain in good order as the aforementioned RFCs, policies, and best practices evolve.

7.5 Termination of the delegation of the Domain Name to the Registrant

In the event that Registrant does not make regular use of its assigned Domain Name for any a period of ninety (90) days or more, Registrant agrees that Registrant shall, upon request of TENET, relinquish that Domain Name. The Registrant agrees that it is sufficient that such request be given by email addressed to the Administrative Contact as then recorded in the Registry, if any, and to the email address specified in the Start of Authority (SOA) record of the Domain. The Registrant agrees that if TENET receives no response to such request within thirty (30) days, then TENET may terminate the registration of the Domain Name without further notice or communication with the Registrant.

Should the Registrant's status change such that it ceases to meet the eligibility criteria defined in the Charter, it shall notify TENET within thirty (30) days of such a change and must relinquish all Domain Names within a timeframe agreed with the Moderator. TENET may withdraw the Domain summarily in the event it becomes aware of a Registrant's failure to provide such notification.

The Registrant agrees that TENET may withdraw the Domain summarily and without notice if false or misleading statements have been made in this application.

The Registrant agrees that TENET shall have the right to withdraw a Domain Name from use and registration on the Internet upon thirty (30) days prior written notice (or earlier if so ordered) should TENET receive an order by any competent court or arbitrator having jurisdiction that the Domain Name in dispute rightfully belongs to a third party or infringes a third party's rights.

In the event that the Registrant breaches any of its obligations under these terms, TENET may demand that the Registrant relinquish the Domain Name by way of a written notice describing the alleged breach. If the Registrant fails to provide evidence that it has not breached its obligations that is reasonably satisfactory to TENET within thirty (30) days of the date of receipt of such notice, then TENET may terminate the Registrant's use and registration of the Domain Name.

7.6 Changes to registrations

The Registrant acknowledges that TENET may make changes or updates to the Registry data, the underlying domain name system, and associated Domain Name System Security Extensions in a number of circumstances including:

- a) On receipt of a written, email, or other electronic request from:
 - a. one of the Registrant's nominated contact persons;
 - b. any person that TENET has a good-faith belief has legitimately succeeded the nominated contact persons; or
 - c. the Principal, Registrar, Chief Executive Officer, Chief Information Officer, Director of Information Technology or other executive officer of the Registrant.
- b) Via the Registrar responsible for the Domain should such exist;
- c) Where information comes to TENET's knowledge by other means that supersedes information existing in the Registry; or
- d) Where sound technical reasons exist to make the change.

While TENET will apply reasonable due diligence when processing change requests, the Registrant acknowledges that TENET accepts no liability for changes made to the Domain registration.

7.7 Indemnification of TENET

The Registrant acknowledges that TENET has no legal obligation to screen proposed domain names to determine whether the use thereof by the Registrant may infringe upon the right(s) of a third party.

The Registrant accepts sole responsibility for its selection of the Domain Name and for all names that it creates within the namespace of the Domain Name. The Registrant shall defend, indemnify and hold harmless TENET, its principals, officers, employees and agents, for any loss, damage, expense or liability resulting from any claim, action or demand arising out of or related to the use or registration of the Domain Name or sub-domain names of the Domain Name, including reasonable attorneys' fees. Such claims shall include, without limitation, those based upon trademark or service mark infringement, trade name infringement, copyright infringement, infringement of intellectual property rights, dilution, delictual interference with contract or prospective business advantage, unfair competition, defamation or injury to business reputation. TENET will give the Registrant written notice of any such claim, action or demand that is made to TENET within a reasonable time. The Registrant agrees that TENET shall be defended by attorneys of TENET's choice at the Registrant's expense, and that the Registrant shall advance the costs of such litigation, in a reasonable fashion, from time to time. The failure to abide by this provision shall be considered a material breach of this Agreement and permit TENET to immediately withdraw the use and registration of the Domain Name from Registrant.

Neither TENET, nor any of its staff, agents, or subcontractors shall be liable for indirect or consequential loss, including loss of profit, production, use, or business, caused by failure, downtime, unavailability, or other errors in the Registry or in the provision of the domain name service, whether such damage was reasonably foreseeable or not.

7.8 Arbitration of disputes

The Registrant acknowledges and agrees that TENET cannot act as an arbiter of disputes arising out of the registration and use of the Domain Name or sub-domain names of the Domain Name.

While not obliged to do so by the AC.ZA Charter, by mutual agreement the parties of any dispute may voluntarily submit to the rules and procedure set out in the Alternative Dispute Resolution Regulations promulgated in terms of section 69 read with section 94 of the Electronic Communications and Transactions Act 25 of 2002, with only the necessary changes having been made. Should the parties elect to do so, they may approach any .ZADNA accredited ADR service provider to act as arbitrator of the dispute, and agree to comply with any resulting decisions or outcomes of such arbitration.

Where the parties cannot agree on an alternative dispute resolution process, they may approach any competent South African court having jurisdiction. In such instance TENET shall be allowed to provide a complainant with the Registrant's name and address and all further communication will exclude TENET and TENET will have no further obligations to either the Registrant or complainant.

Where a dispute arises, the Registrant shall be entitled to continue using the Domain Name until a court or adjudicator directs otherwise. TENET will not be liable for any loss of use, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, delict, or otherwise, even if TENET has been advised of the possibility of such damages.

7.9 Modification of these Terms and Conditions

The Registrant acknowledges and agrees that these Terms and Conditions prevailing on the registration and use of Domain Names may change from time to time and that, upon thirty (30) days posting on the TENET and/or the AC.ZA web site, TENET may modify or amend such Terms and Conditions.

7.10 Applicable Law

The Registrant consents to the jurisdiction of any competent South African Magistrate's court for the adjudication of any legal dispute between TENET and the Registrant and these terms and conditions and any associated policies, practice statements, or procedures will be construed and interpreted in accordance with the law of the Republic of South Africa.

Signed for and on behalf of the Registrant by the Administrative Contact

at _____ on this the _____ day of _____ 20__:

Signatory warrants that they are duly authorised thereto

As witness

Office use only

	Date	Checked By
Eligibility		
Moderation		
Name servers		
Captured in Registry		

Reference Number

Final Status

Approved

Rejected