

## GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

### NON-GOVERNMENTAL ORGANIZATION

NO. R. 2039

21 April 2022

### ELECTRONIC COMMUNICATIONS AND TRANSACTION ACT, 2002 (ACT NO. 25 OF 2002)

#### DRAFT .ZA REGISTRY AND REGISTRAR LICENSING REGULATIONS AND PROCEDURES

1. I, Ms Khumbudzo Ntshavheni, the Minister of Communications and Digital Technologies, in terms of section 94 of the Electronic Communications and Transaction Act, (Act No. 25 of 2002), hereby publish the Draft .ZA Registry and Registrar Licensing Regulations and Procedures for public comments.
2. Interested persons who wish to comment on the Draft .ZA Registry and Registrar Licensing Regulations and Procedures must submit their written representations, within 30 days of the date of publication.
3. All the comments should be marked for the attention of Advocate Lerato Seema, at the following contact details:

By hand: **1<sup>st</sup> Floor, Sanofi House, 44 Grand Central Blvd, Halfway House, Midrand, 1685.**

By mail: **P O Box 549, Halfway House, 1685, South Africa**

By e-mail: [rrlrsubmissions@zadna.org.za](mailto:rrlrsubmissions@zadna.org.za)

Enquiries: Tel: +27 (0) 10 020 3910

Kindly write Draft .ZA Registry and Registrar Licensing Regulations and Procedures in the subject field of your email.

4. A copy of the Draft .ZA Registry and Registrar Licensing Regulations and Procedures is available at [www.zadna.org.za](http://www.zadna.org.za)

  
**Hon KHUMBUDZO NTSHAVHENI, MP**  
**MINISTER OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES**  
DATE: 28/03/2022

**GOVERNMENT NOTICE**

**DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES**

**NO.**

**2022**

**ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, 2002 (ACT NO. 25 OF  
2002**

The .za Domain Name Authority and the Minister of Communications and Digital Technologies have under section 68 and 94 of the Electronic Communications and Transactions Act, 2002 (Act No.25 of 2002), made the regulations in the Schedule.

**MINISTER OF COMMUNICATIONS AND DIGITAL COMMUNICATIONS**

**DATE:**

## SCHEDULE

### Definitions

1. In these Regulations, any word or expression to which a meaning has been assigned in the Act, shall have the meaning so assigned, and unless the context indicates otherwise—

"**business day**" means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa;

"**Charter**" means a policy or procedural document which is applicable to a specific SLD, including a Sub-Domain, specifying, *inter alia*, the purpose and nature of the SLD, the criteria for registration of Domain Names within the SLD, and the manner in which the SLD will be administered;

"**licence**" means a licence granted by the Authority to a Registry or Registrar in accordance with section 65(1)(c) and (d) of the Act;

"**policy**" means any of the policies, Charters and related procedures or framework which are created, implemented and maintained by the Authority for application and guidance across different SLDs;

"**registrant agreement**" means the agreement Registrars are obliged to conclude with their Registrants to ensure Registrant compliance with these Regulations, policies and Charters;

"**registrar fees**" means the per-domain-name fees collected by Registrars from Registrants, and payable to Registries in accordance with Domain Name price determinations of the Authority;

"**registrar services**" means the services to be performed by the Registrar in terms of these Regulations which services allow the registration and management of Domain Names in SLDs;

"**registration**" means the process to acquire the domain name as contemplated in section 65(1)(e)(ii) of the Act;

"**registry data**" means all data maintained in the Registry Database by a Registry, including without limitation -

(a) Domain Names;

- (b) Registrant name and contact information;
- (c) Registrar name and contact information;
- (d) zone records;
- (e) registration and renewal dates; and
- (f) all other data submitted by the Registrars concerning particular Domain Names, as may be prescribed in the Registrar Agreement;

**"Registry Database"** means a database comprising registry data in relation to a SLD;

**"registry services"** means the services to be performed by the Registry in terms of these Regulations, which services allow the generation of either DNS resource records that are published authoritatively, or responses to Domain Name availability lookup, or Whois requests for some or all of the Domain Names;

**"Regulations"** means these regulations;

**"SLD"** means second level domain as defined in the Act;

**"the Act"** means the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002);

### **Purpose of Regulations**

2. The purpose of these Regulations is to prescribe the—
- (a) requirements which Registries and Registrars must meet to be licenced;
  - (b) terms and conditions applicable to all Registries and Registrars.

### **Application of Regulations**

3.(1) These Regulations shall apply to all Registries and Registrars that are licenced by the Authority in terms of these Regulations.

(2) In the case of conflict between the provisions of these Regulations and the Act, the Act shall prevail.

### **Functions and responsibilities of Registries**

4.(1) A licenced Registry must provide the following registry services:

- (a) Receiving, processing and registering Domain Name applications;
  - (b) providing suitable Domain Name system infrastructure;
  - (c) maintaining technical and operational records;
  - (d) renewing Domain Name registrations; and
  - (e) collecting renewal payments.
- (2) A licenced Registry must—
- (a) implement decisions relating to Domain Names, registered in a SLD which it is licenced to operate, that arise out of the .ZA Domain Name dispute resolution process;
  - (b) accept, process, store and disseminate registry data in accordance with the Regulations and the relevant Charter;
  - (c) implement, maintain and enhance technical and administrative infrastructure to ensure that suitable service levels are met, including the maintenance of a system that is resilient, robust and available;
  - (d) provide Registrar support services in relation to the relevant SLD; and
  - (e) report to the Authority, and advise the Authority on policy, operational requirements and other considerations relating to the Registry's SLD.

**Functions and responsibilities of Registrars**

5.(1) The Registrar must, on behalf of its Registrants, register Domain Names for all SLDs if the Registrant has complied with the requirements in these Regulations and any relevant SLD Charter and Registrar Agreement.

(2) The Registrar shall ensure that the Registrants, submit the following information in relation to each Domain Name:

- (a) Identification Document details;
- (b) physical address;
- (c) email address;

- (d) telephone number;
  - (e) name and contact details of the Registrar responsible for the concerned Domain Name;
  - (f) contact details of technical and administrative contacts for the Domain Name; and
  - (g) zone records.
- (3) The Registrar must ensure that the information submitted in terms of subregulation (2) complies with the requirements of these Regulations and the applicable SLD Charter.
- (4) Upon the registration of a Domain Name, the Registrar shall update the Registry Database with the information that the Registrar collects from Registrants during the registration process.

**General terms and conditions**

- 6.(1) A Registry licence shall be valid for a period of five years.
- (2) Subject to subregulation (3) the Authority may renew a Registry licence for an additional period determined by the Authority.
- (3) A Registry may by written notice, at least three months before the expiry of the licence, inform the Authority that it does not want the licence to be renewed.
- (4) A Registry shall, for the duration of the licence, provide registry services in accordance with the Regulations, the technical specifications prescribed by the Authority from time to time and the applicable Policies and Procedures, and approved Charters unless—
- (a) the Authority appoints an alternative Registry to provide registry services; or
  - (b) the Registry is required by the Authority to cease provision of registry services.
- (5) A Registrar licence shall be valid for a period of 10 years.
- (6) A Registrar shall, for the duration of the licence, provide registrar's services in accordance with these Regulations, other Regulations of the Authority, Policies and Charters.
- (7) An applicant must, when applying for a licence, in writing undertake to—

- (a) accept and adhere to the Regulations and any Regulations, Policies, procedures, Charters, rules and technical or operational standards developed in the future, by the Authority in managing .ZA; and
  - (b) agree to pay the prescribed fee determined by the Authority from time to time.
- (8) A Registry must, upon being granted a licence, undertake to provide continuous registry services in respect of the relevant SLD.
- (9) A Registrar must, upon being granted a licence, undertake to provide continuous registrar services in respect of the relevant Domain Names.
- (10) If a non-commercial Registry, for any reason whatsoever, stops providing registry services or is required by the Authority to stop providing registry services, the Registry must, within three business days, or any other period determined by the Authority, after taking into consideration any relevant public interest matters and the security and stability of the Domain Name System, provide a full copy of its Registry Database to the Authority.
- (11) If a non-commercial Registrar, for any reason whatsoever, stops providing registrar services or is required by the Authority to stop providing registrar services, the Registrar must, within three business days or any period determined by the Authority after taking into consideration any relevant public interest matters and the security and stability of the Domain Name System, provide such information as may be required by the Authority in relation to the registrar services.

### **Specific terms and conditions for Registries**

- 7.(1) A Registry must—
- (a) preserve the security and stability of its delegated SLD, .ZA and the Domain Name System in general;
  - (b) comply with and implement the Regulations, other Regulations, policies and procedures of the Authority, the Registrar Agreement, Charter, administrative policies and procedures of the delegated SLD;
  - (c) manage and, where necessary, provide registry services by utilising globally accepted standards and measures in Domain Name registry management;

- (d) ensure that the following information submitted by a Registrar in relation to each Domain Name complies with the requirements of these Regulations and the applicable SLD Charter:
    - (i) The registrant's—
      - (aa) Identification Document details;
      - (bb) physical address;
      - (cc) email address; and
      - (dd) telephone number, which may also serve as an administrative contact;
    - (ii) the Registrar responsible for the concerned Domain Name's—
      - (aa) Identification Document details, and
      - (bb) contact details which may also serve as a technical contact;
    - (iii) zone records; and
    - (iv) any other information required by the Registrar Agreement or the applicable SLD Charter;
  - (e) pay the registration and renewal of Domain Names fees due to the Authority within the time prescribed in the licence;
  - (f) provide all licenced Registrars with access to the Registry Database in accordance with provisions of the Charter and Registrar Agreement;
  - (g) manage its relationships with Registrars; including, the approval of the Authority, developing, enhancing, maintaining and implementing the Charter and Registrar Agreement;
  - (h) meet any technical and other operational standards set by the Authority from time to time, including the implementation of new technologies and advances in Registry operations.
- (2) Subject to any Regulations or policy that the Authority may make in relation to privacy or operational stability, and subject to any legislation or any other requirements



relating to privacy, the Registry must, free of charge, provide the public with reasonable online access to the Registry Database.

(3) Subject to subregulation (2) and in compliance with any applicable laws, the Registry must keep the personal information of the Registrant and Registrar in the Registry Database confidential except if required to provide access to such information to any third-party by —

- (a) these and other Regulations published by the Authority;
- (b) any other law of the Republic of South Africa: or
- (c) by order of a court.

(4) Subject to approval by the Authority and in compliance with the applicable SLD Charter, the Registry must develop and implement policies and procedures facilitating the transfer, update, or deletion of Domain Names.

(5) A Registry must submit to the Authority, a draft copy of its proposed Registrar and Registrant Agreement that must—

- (a) be consistent with the—
  - (i) Regulations;
  - (ii) policies and procedures of the Authority; and
  - (iii) Charter;
- (b) be approved by the Authority;
- (c) contain the specific terms and conditions of the relationship between the Registry and the Registrar when accessing the Registry Database.

(6) The terms and conditions contemplated in subregulation (5)(c), must include the—

- (a) terms applicable to the Registrar when accessing the Registry Database;
- (b) obligations of both parties in relation to the Registry Database;
- (c) supported protocols and software which must be used by Registrars in registering Domain Names;

- (d) Registry's specific licence conditions applicable to the Registrars use, in terms of these Regulations, of any licenced products and software; and
- (e) indemnification of the Authority by the Registry in relation to the Registry's liabilities when dealing with the Registrars.

**Specific terms and conditions for Registrars**

**8.(1)** A Registrar must—

- (a) ensure that the registry data stored in a Registry Database, is kept up to date;
- (b) pay any applicable licence and registrar fees to the Registry;
- (c) register Domain Names and when necessary, modify the information which is associated with each registered Domain Name in the Registry Database;
- (d) when instructed by a Registrant to transfer all Registrar functions, rights and responsibilities of a Domain Name to another Registrar, do so in accordance with the Registrar Agreement, Registrant Agreement or Policies and procedures;
- (e) manage its relationship with its Registrants and Resellers by ensuring compliance with the Regulations or any other applicable regulations, Charters, Policies and procedures;
- (f) in accordance with the relevant legislation, keep the personal information of the Registrants in the Registry Database confidential, and may not provide access to the personal information of the Registrants to any third party, except if required to do so by—
  - (i) these or other Regulations published by the Authority;
  - (ii) any other law of the Republic of South Africa; or
  - (iii) order of court;
- (g) comply with any technical and other operational standards prescribed by the Authority from time to time, including the implementation of new technologies and advances in Registrar operations; and
- (h) comply with and implement these Regulations and other regulations, policies and procedures, and rules of the Authority in the administration of .ZA.

(2) The Registrar Licence agreement must contain a condition that indemnifies the Authority against liabilities incurred by the Registrar when dealing with Registries and Registrants.

### **Monitoring**

9.(1) The Authority may, from time to time, by itself or through appointed agents, conduct audits and perform tests on the infrastructure and processes of a licensee to ensure compliance with these Regulations and with any other technical, operational and other regulations, standards and procedures of the Authority.

- (2) A Registrar or Registry must, when requested to do so by the Authority—
- (a) provide the Authority or its appointed agents with such assistance as may be requested by the Authority or its appointed agents;
  - (b) respond, in writing, to any queries which may be submitted to the Registrar or Registry by the Authority or its appointed agents; and
  - (c) provide the Authority or its appointed agents with such information, resources or data in the Registrar's or Registry's possession or control as may be reasonably requested by the Authority, to the extent that the information, resources or data is required for the purposes of conducting the audits or tests contemplated in subregulation (1).

### **Investigation**

10.(1) A person who has reason to believe that a Registrar or Registry is in breach of the Regulations or the Act may lodge a complaint with the Authority on the Form in Schedule C.

- (2) The Authority may investigate any complaint received in terms of subregulation (1) or may on its initiative investigate a suspected breach of the Regulations or the Act.
- (3) When conducting an investigation in terms of subregulation (2) the Authority must—
- (a) provide the Registrar or Registry that is being investigated with—
    - (i) a copy of the complaint where a complaint has been lodged; and
    - (ii) a notice setting out the nature of the alleged breach; and
  - (b) afford the Registrar or Registry a period of 10 business days to remedy the breach, or to respond to the alleged breach in writing.

### **Revocation of Licence**

11.(1) Subject to subregulation (5), the Authority may, after an investigation in terms of regulation 18, revoke a licence if—

- (a) the applicant for the licence made a material misrepresentation when applying for the licence;
  - (b) a Registrar or Registry is in material breach of these Regulations or any other technical, operational and other regulations, standards and procedures of the Authority, and fails to remedy such breach within 10 business days after receiving written notice from the Authority instructing the Registrar or Registry to remedy such a breach;
  - (c) a Registrar or Registry is in material breach of any Charter which is applicable to the Registry, and fails to remedy such breach within 10 business days after receiving written notice from the Authority instructing the licensee to remedy such breach;
  - (d) the conduct of a Registrar or Registry threatens the stability, security, or operational integrity of the Domain Name System; or
  - (e) a Registrar or Registry is no longer reasonably capable of providing Registry Services.
- (2) If the Authority decides to revoke a licence in terms of subregulation (1) it must—
- (a) notify the Registrar or Registry of its decision;
  - (b) notify all Registries, Registrars and Registrants, that may be affected by the revocation at least five business days prior to the date of revocation; and
  - (c) publish a notice of the revocation on the Authority's website at least five business days prior to the date of the revocation.
- (3) A Registrar or Registry whose licence is revoked must, within 20 business days after the licence has been revoked, make arrangements to ensure the continued use of Domain Names by Registrants.
- (4) A Registrar or Registry whose licence is revoked must ensure the continued, effective provision of the Registry or Registrar Services for which it was responsible. The Authority may assist the licensee in making the necessary arrangements.

(5) A licence may only be revoked when arrangements have been made to ensure the continued use of Domain Names by Registrants.

**Liability of Authority**

12. The Authority will not be held liable for any damage or financial costs caused by a decision to reject an application for a licence or to revoke a licence, except if the damage or financial loss was caused by the gross negligence of the Authority's staff.

**Short Title and Commencement**

13.(1) These Regulations shall enter into force on a date determined by the Minister by proclamation published in the *Government Gazette*.

(2) These Regulations are called the .ZA Registry and Registrar Licensing Regulations and Procedures.

## ANNEXURE A

### Registry Accreditation and Licensing Application Form

1. APPLICANT'S DETAILS					
Full name of Applicant:					
Applicant's Registration number: <i>(Attach CIPC registration Documents)</i>					
Contact person:					
Designation:					
Authority: <i>(Attach the Resolution authorising signatory to apply)</i>					
Applicant's registered Address:					
Income tax number:					
VAT number:					
Postal Address:					
Physical Address:					
Telephone number:		Fax number:		Mobile number:	
E-mail:					
Website address:					

2. ADMINISTRATIVE CONTACT	
Full names:	
Telephone number:	
Fax number:	

E-mail address:	
Postal address:	
Physical address:	

**3. LEGISLATIVE COMPLIANCE**

**3.1. Tax Compliance Status**

Please confirm if your company complies with Tax requirements and attach the Tax Clearance Certificate.

Yes  No

Comment: \_\_\_\_\_

**3.3. Default Status**

Have you ever been declared insolvent (bankrupt)? Yes  No   
 Are you bound by any suretyship agreements? Yes  No   
 Are you bound by an Administration order? Yes  No   
 Are you undergoing any Debt review/Business rescue? Yes  No   
 If rehabilitated from debt, in which year and month was it? \_\_\_\_\_

**3.4. Broad – Based Black Economic Empowerment (BBBEE)**

Please supply the following information:

BEE owner/s	% BEE owned	HDI Directors	Race	HDI Managers	Race	No. of non-managerial HDI employees

**NB: Failure to attach compliance-related documents may result in your Application not being considered.)**

4. Technical Compliance						
<b>4.1. Applicant's Infrastructure</b>						
Please supply the following information:						
Applicant's Hardware configuration system	Applicant's Software configuration system	Applicant's internet connectivity configuration	Network Architecture diagram	Geographical location of each data centre facility	Number of Servers within data facility	Certification for data centre facility
<b>4.2. Applicant's Security Systems and controls</b>						
Please confirm the Security system and controls that the Applicant has and provide proof thereof						
<b>4.3. Applicant's mitigation measures</b>						
<i>(Please provide to mitigate any risks that may come with attacks to the data stored in systems provided)</i>						
<b>4.5. Back-up and Continuity Plan</b>						
<i>(Please attach the Back-up and Continuity Plan)</i>						
<b>4.6. Monitoring and Fault escalation</b>						



(please explain or provide your monitoring and escalation matrix)

**5. CONTRACTUAL COMPLIANCE**

5.1. The Applicant undertakes to comply with all the contractual obligations in terms of the Licence.

**YES** **NO**

If No, Specify why: \_\_\_\_\_

5.2. The Applicant undertakes to comply with all policies and these regulations

**YES** **NO**

If No, Specify why: \_\_\_\_\_

**6. PAYMENT OF APPLICATION FEES**

An Applicant for a .ZA Registry Licence must pay the prescribed Application Fee to the Authority using the bank details below. *Please attach proof of payment.*

**Account name: ZA Domain Name Authority**

**Bank: ABSA**

**Account no: 4067341378**

**Branch: Brooklyn (Pretoria, South Africa)**

**Branch no: 335-345**

**SWIFT code: ABSAZAJJ**

**Reference: ZA-RY-AL-Unique Number**

**7.TERMS AND CONDITIONS**

By submitting this Registry Accreditation and Licensing application to ZADNA, the Applicant understands and agree that the following terms and conditions apply to its Application:

7.1 Disclosure.

The Applicant declares that all information and any documents submitted with its Application are true, accurate and complete to the best of the Applicant's knowledge.

Any material misstatement, omission or misrepresentation in an application may cause ZADNA to reject the Application without refund of any application fees.

The Applicant must notify ZADNA in writing of any change in circumstances that would make any information provided in its Application false, incomplete or misleading.

ZADNA shall handle all information of a personal nature with strict confidentiality in assessing the accreditation and licensing process.

7.2 Legal Authority.

The Applicant represents and warrants to ZADNA that the Applicant has the legal authority to:

- a) submit this Application;
- b) disclose all, grant the permission, and meet the obligations stated in these terms and conditions; and
- c) enter into A Registry Accreditation and Licensing Agreement with ZADNA if its Application is approved.

#### 7.3 Withdrawal of an Application.

The Applicant may withdraw its Application by written notice to ZADNA. Should a Fee increase be adopted by ZADNA between the receipt of the Applicant's first withdrawn Application and its receipt of a new application, the Applicant will be required to pay the amount of the Fee increase.

#### 7.4 Application Approval for Accreditation and Licensing.

If ZADNA agrees to approve the Accreditation and Licensing application, the Applicant will enter into the Registry Agreement with ZADNA after paying the full accreditation Fee for the first year of accreditation.

The Applicant may not resell, assign, or transfer any of its rights or obligations in connection with its Application. There to, any purported sale, assignment or transfer will be void and of no effect.

#### 7.5 Permissions.

The Applicant authorises ZADNA to:

- a) use the Applicant's name and logo in ZADNA's public announcements and website regarding its Application and any related activities;
- b) contact third parties, investigate, request and obtain additional information and documentation, and otherwise verify the information contained in its Application; and
- c) subject to the confidentiality provisions of these Terms and Conditions, disclose, share, or publish any information or materials submitted to, or obtained by ZADNA in connection with the Applicant's Application, including personal, technical or financial information.

#### 7.6 Indemnity and Limitation of Liability.

The Applicant shall indemnify, defend, and hold harmless ZADNA (including its directors, officers, employees, consultants, evaluators, and agents) from and against any and all third-party claims, damages, liabilities, costs, and expenses, including legal fees and expenses, arising out of or relating to:

- a) ZADNA's consideration of the Application, and any approval or rejection of the Application; and/or
- b) ZADNA's reliance on information provided by the Applicant in the Application.

#### 7.7 Updates to Application Process and Terms and Conditions.

ZADNA reserves the right to make reasonable updates and changes to the Application for Registry Accreditation and Licensing, and to the terms and conditions governing the application process, at any time by posting notice of such updates and changes on the ZADNA website, including as the possible result of new policies that might be adopted during the course of the application process. The Applicant acknowledges that ZADNA may make such updates and changes, and agrees that its Application will be subject to any such updates and changes. In the event that the Applicant has completed and submitted its Application prior to such updates or changes, and the Applicant can demonstrate to ZADNA that compliance with such

updates or changes would present a material hardship to the Applicant, then ZADNA will work with the Applicant in good faith with the Applicant. ZADNA will attempt to make reasonable accommodations to mitigate any negative consequences for the Applicant to the extent where possible, consistent with ZADNA's mission to ensure the stable and secure operation of the Internet's unique identifier systems.

**7. SIGNATURE**

The signatory undertakes that the information submitted here is true and correct to the best of his/her knowledge, and that should any information be found to be false, the Authority may reject the Application or may subsequently revoke the Licence.

\_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_  
**Applicant's signature                      Date                      Place**

**8. APPLICATION STATUS (FOR OFFICIAL USE ONLY)**

- 8.1 Date of receipt of Accreditation and Licensing application: \_\_\_\_\_
- 8.2 Approval Date of Accreditation: \_\_\_\_\_
- 8.3 Approval Date of Licensing: \_\_\_\_\_
- 8.4 Licence Approval Date: \_\_\_\_\_
- 8.5 Comments: \_\_\_\_\_
- 8.6 Full Names of Official giving approval: \_\_\_\_\_
- 8.7 Signature of Official giving approval: \_\_\_\_\_

## ANNEXURE B

### Registrar Licensing Application Form

1. APPLICANT'S DETAILS					
Full name of Applicant:					
Applicant's Registration number: <i>(Attach CIPC registration Documents)</i>					
Contact person:					
Designation:					
Authority: <i>(Attach the Resolution authorising signatory to apply)</i>					
Applicant's registered Address:					
Income tax number:					
VAT number:					
Postal Address:					
Physical Address:					
Telephone number:		Fax number:		Mobile number:	
E-mail:					
Website address:					

2. ADMINISTRATIVE CONTACT	
Full names:	
Telephone number:	
Fax number:	

E-mail address:	
Postal address:	
Physical address:	

**3. LEGISLATIVE COMPLIANCE**

**3.2. Tax Compliance Status**

Please confirm if your company comply with Tax requirements and attach the Tax Clearance Certificate.

Yes  No

Comment: \_\_\_\_\_

**3.3. Default Status**

Have you ever been declared insolvent (bankrupt)? Yes  No

Are you bound by any suretyship agreements? Yes  No

Are you bound by an Administration order? Yes  No

If rehabilitated from debt, in which year and month was it? \_\_\_\_\_

**3.4. Broad – Based Black Economic Empowerment (BBBEE)**

Please supply the following information:

BEE owner/s	% BEE owned	HDI Directors	Race	HDI Managers	Race	No. of non-managerial HDI employees

**NB: Failure to attach compliance-related documents may result in your Application not being considered.)**

<b>4. Technical Compliance</b>	
<p>4.1. Terms and conditions</p> <p>This shall be a separate process to be administered by the appointed Registry on behalf of the Authority. The Applicant must satisfy all the requirements of the Registry as approved by the Authority for purposes of vetting the Applicant for technical compliance.</p> <p>The Registry shall submit to the Authority a decision of the vetting outcome, which shall in addition to other requirements be prescribed in this Application, inform the Authority whether or not to grant the Licence applied for.</p>	
<b>5. CONTRACTUAL COMPLIANCE</b>	
<p>5.1. The Applicant undertake to comply with all the contractual obligation in terms of the Licence.</p> <p><b>YES</b> <span style="margin-left: 200px;"><b>NO</b></span></p> <p>If No, Specify why: _____</p>	
<p>5.2. The Applicant undertake to comply with all policies of the Authority and these Regulations.</p> <p><b>YES</b> <span style="margin-left: 200px;"><b>NO</b></span></p> <p>If No, Specify why: _____</p>	
<b>6. PAYMENT OF APPLICATION FEES</b>	
<p>An Applicant for a .ZA Registrar Licence must pay the prescribed Application Fee to the Authority using the bank details below. <i>Please attach proof of payment.</i></p> <p><b>Account name: ZA Domain Name Authority</b></p> <p><b>Bank: ABSA</b></p> <p><b>Account no: 4067341378</b></p> <p><b>Branch: Brooklyn (Pretoria, South Africa)</b></p> <p><b>Branch no: 335-345</b></p> <p><b>SWIFT code: ABSAZAJJ</b></p> <p><b>Reference: ZA-RA-L-Unique Number</b></p>	

<b>7. SIGNATURE</b>	
<p>The signatory undertakes that the information submitted here is true and correct to the best of his/her knowledge, and that should any information be found to be false, the Authority may reject the Application or may subsequently revoke the Licence.</p>     	

Applicant's signature	Date	Place
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**8. APPLICATION STATUS (FOR OFFICIAL USE ONLY)**

8.1 Date of receipt of Licensing application: \_\_\_\_\_

8.2 Approval Date of Accreditation: \_\_\_\_\_

8.3 Licence Approval Date: \_\_\_\_\_

8.4 Comments: \_\_\_\_\_

8.5 Full Names of Official giving approval: \_\_\_\_\_

8.6 Signature of Official giving approval: \_\_\_\_\_

## ANNEXURE C

### Complaint Form

1. COMPLAINANT'S DETAILS					
Full name of Complainant:					
Contact person:					
Designation:					
Complainant's registration number:					
Income tax number:					
VAT number:					
Postal Address:					
Physical Address:					
Telephone number:		Fax number:		Mobile number:	
E-mail:					
Website address:					

2. NATURE OF THE COMPLAINT	
Supply full details of the party complaining against	
Name:	
Telephone number:	
Fax number:	
E-mail address:	
Postal address:	



Physical address:	
Date on which the complaint arose	Full description of the Complaint
	(Please attach a separate statement if necessary)
<p>An Applicant for a Complaint must pay the prescribed Application Fee to the Authority using the bank details below. <i>Please attach proof of payment.</i></p> <p><b>Account name: ZA Domain Name Authority</b></p> <p><b>Bank: ABSA</b></p> <p><b>Account no: 4067341378</b></p> <p><b>Branch: Brooklyn (Pretoria, South Africa)</b></p> <p><b>Branch no: 335-345</b></p> <p><b>SWIFT code: ABSAZAJJ</b></p> <p><b>Reference: ZA-C-Unique Number</b></p>	

<b>4. SIGNATURE</b>		
<p>The signatory undertakes that the information submitted here is true and correct to the best of his/her knowledge, and that should any information be found to be false, the Authority may reject the Application or may subsequently revoke the Licence.</p>		
_____	_____	_____
<b>Complainant's signature</b>	<b>Date</b>	<b>Place</b>

<b>6. COMPLAINT STATUS (FOR OFFICIAL USE ONLY)</b>	
6.1 Date of receipt of Complaint: _____	
6.2 Comments: _____	
6.3 Full Names of Official assessing the complaint: _____	
6.4 Signature of Official making a decision on a complaint: _____	