.zw cTLD POLICY FRAMEWORK (For Public Consultation)

1. **INTRODUCTION**

This document presents the rules for framework for the management, administration, registration and delegation of the second-level Domain Names under .zw cTLD. This document is a living document and will be updated from time to time by POTRAZ.

1.1. **DEFINITION OF TERMS**

1.1.1. ".zw cTLD" - country code Top Level Domain (top-level domain, also called the national domain) of the Republic of Zimbabwe.

1.1.2. "Accredited Registrar" – A legal entity that has been accredited by The Registry to register, delete, add, modify or change domain names under .zw domain space.

1.1.3. "Applicant" - a natural person or legal entity submitting a request for registration of a Domain Name.

1.1.4. "Appointed Registrar" - the Registrar for a specific Domain Name appointed by the Holder, for a specific Contact appointed by the Contact concerned, for a specific Nameserver Set appointed by the technical Contact of the nameservers, or for a specific Key Set appointed by the Contact of the Key Set concerned. A single Appointed Registrar is set for every registered Domain Name, Contact, Nameserver Set and Key Set.

1.1.5. "Bad usage of a domain name" – Bad usage (bad faith) of a domain name may be demonstrated where:

   i. The domain name was registered primarily for the purpose of selling the domain name to a party holding a right validly recognized or established in Zimbabwe;

   ii. The domain name has been registered in order to prevent the holder of a validly recognized or established name in Zimbabwe from obtaining this domain name;

   iii. The domain name was registered primarily for the purpose of disrupting the business of a competitor;

   iv. the domain name was intentionally used to attract Internet users, for commercial gain, to a web site by creating a likelihood of confusion with a name corresponding to a right validly recognized or established in Zimbabwe, such likelihood relating to the source, sponsorship, affiliation, or endorsement of the web site; or

v. The domain name registered is a personal name for which there is no demonstrable link between the holder and the domain name registered.

1.1.6. "Central Register" - a database of Domain Names, their holders and other persons administered by The Registry. The Central Register is the source for Domain Name delegation into the zw zone administered by the primary nameserver.

1.1.7. "Contact" - the record of a specific person (natural or legal) maintained in the Central Registry. A Contact may be administrative, technical or in the Holder's role.

1.1.8. "Day of Expiration" - the day following the day on which the expiration of the registered Domain Name occurs.

1.1.9. "Day of Registration" - the day when the registration of the Domain Name in the Central Register occurs.

1.1.10. "Delegated Domain Name" - a registered Domain Name for which The Registry maintains a record on the primary nameserver ("zw zones").

1.1.11. "Domain Name" - third-level domain consisting of a combination of permissible characters.

1.1.12. "GDPR" -The General Data Protection Regulation from the European Union.

1.1.13. "Holder" - natural person or legal entity who registered the Domain Name; if the name of the company or organization is not included in the record, the person who submitted the request for the Domain Name is considered the Holder; if the name of the company or organization is included, it is considered to be the Holder.

1.1.14. "ICANN" – Internet Corperation for Assigned Names and Numbers

1.1.15. "IETF" – Internet Engineering Task Force.

1.1.16. "Key Set" - a record file containing at least one DS (Delegation Signer) record according to RFC4034 intended for secure delegation of the domain name by means of the DNSSEC technology and at least one technical Contact.

1.1.17. "Nameserver Set" - a record file containing at least 2 nameservers and at least one technical Contact.

1.1.18. "**POTRAZ**" or "**The Regulator**" or "**The Authority**" – the Postal and Telecommunications Regulatory Authority of Zimbabwe

1.1.19. "Registrar" - a subject entitled to access in a defined way the Central Register and submits requests for the changes of records administered by the Central Register. All changes of the Central Register can be done only through a Registrar.

1.1.20. "Registry" or "The Registry"- an authorized organization for .zw domain name space management.

1.1.21. "Rules for Dispute Resolution" - a document published by The Registry, containing the Holder's public proposal of dispute resolution, which forms an integral part of the Rules for domain name registration.

1.1.22. "Rules for Registration" - the document "Rules of Domain Names Registration under .zw cTLD" published by The Registry and The Authority.

1.1.23. "SLD" – Second Level Domain which may be .gov.zw; .ac.zw; .net.zw; .org.zw; .co.zw; and any other that may be created by The Authority rules and regulations

1.1.24. "System Registrar" – an accredited registrar who can conduct domain name registrations with zero credit.

2. ESTABLISHMENT OF THE DNS REGISTRY

2.1.   In line with its mandate, POTRAZ will license a private entity as an Application Services Provider to manage the .zw ccTLD. The Licensee is called the ZW DNS Registry or The Registry.

3. STRUCTURE OF ZW DNS

3.1.   The .zw zone will be divided into sub domains at the second level for the easy management and identification of services and owners.

3.2.   The following sub-domains will be maintained

.co.zw	open to the general public
.gov.zw	reserved for government
.ac.zw	reserved for educational institutions
.edu.zw	reserved for educational institutions
.net.zw	reserved for network service providers
.org.zw	open to the general public

3.3.   Unlimited generic .zw registrations will be opened to the public at the second level at a premium.

3.4.   Unlimited generic 3rd level registrations will be open to the public under .co.zw, .org.zw and .net.zw

3.5.   The zones .gov.zw, and .ac & .edu.zw will be reserved for the Government and Educational institutions respectively, Registrations at the 3rd level in these sub-domains will be carried out by the Government, or an institution identified by the Government or only accredited registrars are able to register domains under these subdomains.

3.6.   One or two character domain registration will not be allowed at the 2nd and 3rd levels for use by the general public.

4. FUNCTIONS OF THE DNS REGISTRY

4.1.   The registry will establish a DNS management System/Platform based on the current EPP standards, or any standards provided as directed by the regulator from time to time.

4.2.   The Registry will establish a that is robust, flexible and that allows for efficient communication between the registry system and registrars.

4.3.   Access to the registry platform is reserved only to authenticated and authorized DNS Registrars

4.4.   Accredited registrars will access the registry system through the administrator's defined EPP interface for purposes of registering objects and performing object management in accordance to the provisions RFC 33753.

4.5.   The registry system's functions are therefore essentially:
   4.5.1.   session management,
   4.5.2.   domain registrations,
   4.5.3.   domain updates,
   4.5.4.   domain renewals,
   4.5.5.   domain deletions,
   4.5.6.   domain queries, and
   4.5.7.   domain transfers.

4.6.   The registry will come up with a comprehensive dispute resolution mechanism in consultation with the regulator and its stakeholders

4.7.   The registry reserves the right in accordance with these provisions to activate, de-activate the registrar's right to use the system.

4.8.   The Primary servers of the registry will be housed at the Harare Internet Exchange (HIX) and the DNS registry is expected to have regional and international anycast redundancy.

4.9.   The registry is responsible for keeping the .zw zone data in a secure manner.

4.10.   The .gov.zw zone is the responsibility of the Government Internet Service Provider (GISP) and may be delegated to GISP or not as per their requirements

4.11.   The registry is responsible for keeping a reserved name list. This list comprises of names that cannot be registered by the public unless there is express authorization by relevant authorities.

   • Country Names

- City names
- Constitutional Authorities
- Provinces,
- Government Departments names
- Specific geographic significant names
- National Monuments, dams, mountains etc

4.11.1. Phrases which may be regarded as obscene, scandalous, indecent or contrary to law or morality in any language. If the \<Domain name\> string is in a language other than English, it is your duty to inform The Registry as to what is the language and the meaning of the \<applied name\> string in that language.

5. RIGHTS AND DUTIES OF THE REGISTRY

5.1. Duties

5.1.1. to perform the Domain Name registration and maintain such a registration in compliance with defined conditions,

5.1.2. to keep record of a registered Domain Name in the Central Register,

5.1.3. to keep a record of the delegated Domain Name in the zw zone; and

5.1.4. to make every effort that may be reasonably required to ensure a fault-free and smooth operation of the Central Register and the primary nameserver.

5.1.5. to review these Rules and other related documents for better carrying its functions.

5.2. Rights

The Registry has the right to terminate, at its discretion, a Domain Name registration if:

5.2.1. the information kept in relation to the Domain Name in the Central Register is untrue, incomplete or misleading,

5.2.2. no additional information is provided according to the article 11.4 within 15 days after sending the notice,

5.2.3. facts, on the basis of which the Domain Name was registered, change, for example if the Holder ceases to exist without any legal successor or dies without any heirs,

5.2.4. consent to the Rules of Registration or Rules for settlement of disputes was not granted in compliance with these documents,

5.2.5. such right arises from other provisions of the Rules of Registration.

6. DOMAIN NAME REGISTRATION

6.1.   Zimbabwe supports a 3R model for DNS registration i.e (Registrant →Registrar → Registry)

6.2.   Domain Names are registered through an accredited Registrar appointed by the Registry who is the custodian of .zw DNS Zone files in Zimbabwe.

6.3.   The registration of domain names and the modification of information associated therewith can only be affected by authenticated registrars.

6.4.   The Registrar is obliged to obtain the consent of every Applicant before registering a domain on the registry platform.

   The following is considered to be a valid consent:
   6.4.1.   A Domain Name registration order has been placed,
   6.4.2.   The price has been paid for the Domain Name registration or, if relevant, for any other service that the Registrar may connect with registering the Domain Name,
   6.4.3.   The Holder has begun to use a Domain Name, or
   6.4.4.   The Holder has effected any other act toward the Registrar or Registry, provided that such an act pertains to changing records on the given Domain Name that are kept in the Central Registry.

6.5.   Domains under the .zw are registered on a "first-come , first-served" basis. Conflict between an applicant or other party and an existing registrant is dealt with according to the Dispute resolution mechanism.

6.6.   POTRAZ is entitled to make requests for any information relevant to any particular domain name for the purposes of legal, administrative, criminal or any other proceedings.

6.7.   Registrars must registers the Domain Names according to the order in which the individual registration requests submitted through the Registrars were delivered. Registrars must files the records of every received registration request.

6.8.   Trademark owners, registered companies and owners of intellectual property have a legitimate interest in protecting their brands. In the event of a conflict, priority is given to them.

6.9. Domain parking is discouraged, the registry is mandated to employ tools and means of identifying parked domains and de-registering them.

6.10. The Domain Name is registered always for an entire year beginning with the Day of Registration of the Domain Name and renewed annually.

6.11. Upon the registration of a Domain Name, the Domain Name is reserved for the Holder for the specified period of time.

6.12. The Registry will register the Domain Name if:

6.12.1. The registration request form does not contain any imperfections preventing it from further processing;

6.12.2. The existing Domain Name has been assigned with an existing Contact in the role of the Holder;

6.12.3. All required information has been properly filled in;

6.12.4. The Applicant agreed with the current version of the Rules of Registration and Rules for Dispute Resolution;

6.12.5. The requested Domain Name is not, at the time of processing of the request, registered by the Central Register;

6.12.6. The requested Domain Name conforms to the regulations for the creation of Domain Names (see Article 10), and

6.12.7. Applicable payments of appropriate prices are settled concurrently with the registration.

7. DOMAIN NAME RENEWAL

7.1. Domain Name registration is done via an Appointed Registrar.

7.2. Domain Names may be repeatedly renewed for whole multiples of a year:

The Registry will renew a registration if:

7.2.1. registrar receives a request for registration renewal at the latest on the day on which the period for which the Domain Name was registered elapses (this is without prejudice to the possibility to renew a Domain Name registration during the protection period

7.2.2. applicable payments of appropriate prices are settled concurrently.

8. DOMAIN NAME DELEGATION

8.1.   the registry delegates a registered Domain Name, to which a minimum of one Nameserver set is assigned.

8.2.   the registry is entitled to conduct manual or automated periodic technical inspections of nameservers in the Nameserver Set and of DS (Delegation Signer) records in the Key Set assigned to the Domain Name in order to make sure that there is no lame delegation.

8.3.   When a Domain Name registration is cancelled, the Domain Name delegation is immediately terminated without notice.

8.4.   When the assignment of a Nameserver Set to a Domain Name is canceled, the Domain Name delegation is canceled without further notice. A Domain Name delegation may also be canceled even if a Nameserver Set is still assigned to it.

9.   DOMAIN NAME TRANSFER

9.1.   The Registry will register a change of the Domain Name Holder (a Domain Name transfer) upon request submitted through the Appointed Registrar of the given Domain Name. The Appointed Registrar may submit a request for a change of the Domain Name Holder upon written request from the Holder and the future owner of the domain.

9.2.   The Registrar is obliged to acquire the consent of the future Holder of the domain before transfer. Consent should be written and signed,

9.3.   No entitlement to a refund of the paid price or any part thereof arises for the Holder from transferring its Domain Name.

9.4.   The transfer of the Domain Name does not affect the latter's Day of Expiration.

10. TERMINATION OF THE DOMAIN NAME REGISTRATION

10.1.   Domain names registration will expire yearly, this is done in order to deter domain parking and other illegal activities by Domain Names speculators.

10.2.   The registry will cancel the registration of a Domain Name upon receiving a request from the domain holder through the Appointed Registrar of the Domain Name.

10.3.   No entitlement to a refund of the paid price or any part thereof arises from canceling the registration of a Domain Name.

10.4.   If a Domain Name registration is not renewed before the Day of Expiration, then on the Day of Expiration the Domain Name enters a "protection period" of 60 days.

10.5.   The Domain Name registration may be renewed retrospectively from the Day of Expiration.

10.6.   If the Domain Name is not renewed in the first 45 days of the protection period, the registry is obliged to notify the registrar who is entitled to terminate the Delegation of the Domain Name. In such a case, the Domain Name delegation cannot be renewed, any changes to the assigned Nameserver Set or assigning a different Nameserver Set to the Domain Name will no longer be possible.

10.7.   The registration of a Domain Name expires when the protection period has elapsed unless the Domain Name registration is renewed during the protection period.

10.8.   If the agreement between an Appointed Registrar and the Central Registry is terminated, based on which the Appointed Registrar enjoyed the Registrar status, the registrations of Domain Names registered through the Appointed Registrar will not be terminated. The Holder may designate another Appointed Registrar at any time afterwards.

10.9.   A registered domain name shall be subject to revocation, where that name is identical or confusingly similar to a name in respect of which a right is recognized or established by national laws; or where;

   10.9.1. such name has been registered by its holder without rights or legitimate interest in the name; or

   10.9.2. has been registered or is being used in bad faith.

11. REGISTRATION OF CONTACTS

11.1.   A single Contact can be used for more than one Domain Name (Contact in the role of a Holder or an administrative Contact), Nameserver Set (a technical Contact) or a Key Set (a technical Contact).

11.2.   Contacts are registered by means of a Registrar. By filing and completing application in this respect, the given person expresses its consent

12. CHANGES AND THEIR AUTHORIZATION

12.1.   The wording of a Domain Name cannot be modified.

12.2.   The Registrar, who requested the change, is responsible towards the registry for authentication, authorization and validity of such an instruction.

12.3.   The Registry will change data in the Central Registry Zones or database upon request by the persons that are stated for each of the Domain Names, Contacts, Nameserver Sets, and Key Sets, as the persons authorized to make such changes, provided that the request is submitted by means of the relevant Registrar.

12.4.   For a Contact that is a legal entity, apart from the person stated in the Contact record, acts may also be effected by a person or persons authorized to act on behalf of the legal entity. In such a case, an officially certified signature is required for the authentication.

12.5.   The officially certified signature shall also be accompanied by an original or certified copy of an excerpt from the relevant authority. The name of the legal entity in the official excerpt must be identical with the legal entity's name stated in the Contact in the field meant to show the name of the company or organization;

12.6. Changing Domain Name information.

A request for changing Domain Name data may only be made through an Appointed Registrar except for changing the Appointed Registrar; this type of change can only be made by means of a new Appointed Registrar. Items allowed to be changed are as below:

- Domain Name Can't be changed
- Administrative Contact
- Appointed Registrar
- Nameserver Set
- Contact for the existing Key Set
- Key Set Holder
- Technical contact
- Transfer Holder and the new Holder
- Delegation Signer (SD) record Technical Contact

12.7. Changing Contact information

Contact data may be changed by means of the Appointed Contact Registrar. Item name Contact entitled to confirm the change Identifier Can't be changed

Other data (exclusive of Identifier) Relevant Contact

13. PRICE AND FEES

13.1. The price of domain name registration by the Registrar to the Holder is set by an agreement between the Registrar and the Holder and shall not exceed the published amount.

13.2. The registry will apply for the base tariff of domain names, or notify the Regulator of any changes in the price of domain names.

14. RULES FOR CREATING A DOMAIN NAME

14.1. Domain names have international reach, and as such they are subject to international rules and ICANN and IETF Regulations on domain names

14.2. **Domain** Names must conform to regulations RFC 1034, 1035, 1122, 1123 and any regulations superseding or amending these. This concerns especially the following conditions:

14.2.1. Domain Name may contain only characters [a-z,0-9,-] only;

14.2.2. The maximum Domain Name Length is not more than 63 characters;

14.2.3. A Domain Name must not begin or end with "-" character;

14.2.4. A Domain Name must not contain two "-" characters in sequence.

14.3.   **In** addition to article 13.1 the current policies governing the registration under third level domain category are as follows:

14.3.1. <name>.zw

Open to the general public for registration

14.3.2. <name>.co.zw

Only for registered company or business entity as defined under national laws and individuals registering their own domain names.

14.3.3. <name>.org.zw

Only for none profit making organizations.

14.3.4. <name>.gov.zw

Only for formal Zimbabwe Governmental entities as recognized through parliament or on production of a letter from relevant Permanent Secretary of the relevant government Ministry where the registrant belongs.

14.3.5. <name>.ac.zw

Only for formal academic or technical institutions with relevant accreditation from the Ministry of Education.

and

14.3.6. Any other third level that may be established, relevant restrictions may apply.

14.3.7. The registry may cancel the registration of a Domain Name that is worded contrary to the Zimbabwean Culture and values, or domain names that incite violence and instability.

15. PERSONAL DATA AND CENTRAL REGISTER DATA PROTECTION

15.1.   The Central Register is kept by the Registry or an entity authorized by it. POTRAZ is Data Protection Authority of Zimbabwe and will issue guidelines on the keeping of personal data from time to time. The registry is the administrator of personal data kept in the Central Register. A Registrar is a processor of such data.

15.2. The registry is obliged to keep data for non-Zimbabwean nationals in line with the provisions of the European GDPR or better.

15.3. A person submitting an application for the registration of a Domain Name, Holder or Contact, or an application for changing data pertaining to a Domain Name, Holder or Contact

15.3.1. grants by lodging such an application his/her consent with processing his/her personal data specified in the application for the purpose of maintaining and administering the Central Register, as well as with making certain data public through the mediation of the Internet within the framework of information services rendered by the Registry.

15.3.2. is liable for the correctness of all data specified in the registration application pertaining to persons mentioned in such an application, and declares that these are not cover or fake names, that such a person has obtained consent from all persons whose personal data are to be recorded in the Central Register on the basis of the application, and undertakes to obtain such consent in the event of any changes of such persons or data pertaining to such persons.

15.3.3. is obliged to report any changes of the data submitted to the Registry through the mediation of the Registrar without any undue delay.

15.3.4. is obliged to act in such way that in consequence of his/her doing no duplicate records of Contacts arise, and no identical

15.4. Appendix No. 1 states what pieces of information used in the Domain Name records, Contacts and Nameserver Sets are compulsory.

15.5. the Registry is entitled to call on the Holder, or the person concerned, to provide any information essential for the identification of these persons, in the case that providing such information is necessary for unambiguous identification within the framework of a legal, arbitrary, administrative or criminal or any other proceedings in progress;

15.6. Appendix No. 1 states what pieces of information used in the Domain Name records, Contacts and Nameserver Sets can be marked as hidden. In the case that such a piece of information is marked as hidden, it means that it is not published through the public information services (WHOIS), but the right of The Authority to keep such information in the Central Register and to provide it for technical reasons necessary for running the Central Register to the Registers remains unaffected.

15.7. The Registry is entitled to provide information marked in the Central Register as hidden to the state administrative bodies and to other relevant authorities, in compliance with the law and within the framework of their official activity. Therefore, it is possible to provide only information related to the specific Contacts or specific Domain Names. Under the same conditions, the Registry is also entitled to provide information about historical data, if available.

15.8. The Registry is entitled, at its discretion, to optimize the information kept in the Central Register. For this purpose The Registry is entitled to merge Contact records differing only by the identifier of the Contact. In the case that The Registry performs such a merger, all links of the merged Contacts to the Domain Names, Nameserver Sets, and Key Sets will be preserved so that these links are transferred onto the Contact with which the other Contacts were merged with. The affected persons will be notified by The Registry of such a merger.

15.9. the Registry is entitled to accept technical measures aimed especially at limitation of the direct online operation endangering the stability of its systems, even if such measures lead or may lead to limitations of availability of the DNS Registry services, functioning of the registered Domain Names, name servers etc. The Registry does not bear any responsibility for the damages incurred, but it is obliged to make every effort that may be reasonably required to terminate such measures as soon as possible.

15.10. The cancellation of a Domain Name carried out by The Registry pursuant to the Rules of Registration does not constitute any title to the return of any fulfillment accepted by The Registry from the Holder or any other person in relation to the Domain Name whose registration is to be cancelled.

16. LIABILITY FOR DAMAGES

16.1. The Domain Name, its registration or use may infringe or cyber-squat third parties' rights to other Domain Names, registered trademarks, trade names, names, business names, or legal regulations dealing with unfair competition, protection of person etc. Submitting an application for a Domain Name registration, the Holder confirms that being aware of the potential infringement of the above-specified rights and legal regulations, he/she has made every endeavor to a reasonable extent so as to make sure that no such rights and legal regulations are infringed by the registered Domain Name.

16.2. The Holder shall be liable for damages caused to The Registry by stating incorrect or misleading data or using a Domain Name contrary to the Rules of Registration or in a manner infringing third parties' rights.

16.3. The Registry is not in authority to assess the justice of any application for a Domain Name registration in terms of third parties' rights or justified interests.

16.4.

16.5. The Holder understands that the registration of a Domain Name does not constitute any protection against third parties' objections to the registration or use of the Domain Name concerned.

16.6. The registry does not bear any responsibility for the functioning of the delegated nameservers assigned to the Domain Name. it is the responsibility of the Domain Owner to make sure that the nameservers are valid, and are functioning correctly.

17. MUTUAL COMMUNICATION

17.1. Communication between The Authority and the Holder of the Domain Name is carried out through the Appointed Registrar.

17.2.   Communication between The Authority and the Registrar is carried out in the way specified by the trading terms for Registrars.

17.3. Written communication according to these Rules of Registration is considered as preserved if carried out by wire or electronic means enabling the receipt of the content of such communication and identification of the persons conducting the communication.

18. RESOLUTION OF DISPUTES BETWEEN HOLDER AND THE REGISTRY

15.1. In the event of any dispute between The Registry and domain holder, the dispute shall first be referred for mediation and Arbitration by The Authority

15.2 Where such dispute is not resolved amicably, the parties will be at liberty to refer such dispute to the normal courts or judicial proceedings under the laws of Zimbabwe

15.3 The award in article 15.2 is final and binding for both parties.

19. RESOLUTION OF DISPUTES BETWEEN HOLDER AND THIRD PARTIES

19.1. The registry shall enact a comprehensive dispute resolution framework in consultation with The Authority.

19.2. The Holder is obliged to make every effort that may reasonably be required from him to achieve an amicable settlement of disputes concerning Domain Names and/or their registrations that might arise between the Holder and other persons.

19.3. Where the litigants do not settle the dispute in an amicable way, they are free to settle their dispute within the scope of Zimbabwean legal procedures.

19.4. Upon request by all disputing parties, The Authority may act as a mediator in pursuit of an amicable settlement of their dispute.

19.5. The Registry will cancel the delegation and/or the registration of a Domain Name, transfer the Domain Name to a different person and suspend the option to transfer the Domain Name to another person if this is stipulated in an executable court order or administrative decision even if The Registry has not participated in the proceeding in which such a decision was made.

19.6. The decision shall be presented to The Registry in its original or officially certified copy with a clause attached that certifies its legal effect and enforceability (such a clause is not required in the case of injunctions).

20. DOCUMENTS CHANGES

20.1. the Registry in consultation with The Authority are entitled to change the Rules of Registration as well as other relevant documents at any time. Current version of these documents will be available at http://www.potraz.gov.zw.

20.2. the Registry is obliged to make public any changes of the documents stated in Article 17.1 at least 1 month before the effective date of such changes by publishing the change at http://www.portraz.gov.zw.