

## Acceptable Use Policy

3 August 2020



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## Classification

Public

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# 1 Definitions

In this policy:

**Customer Registration Agreement** means an agreement between a registrar and a customer.

**Published Policies** collectively means:

- those specifications and policies established and published from time to time by us or any of our subcontractors; and
- any ICANN Temporary Specifications or Policies and Consensus Policies or any Rights Protection Mechanisms and associated rules, policies, requirements and procedures (as defined in our agreement with ICANN).

**ICANN** means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.

**Registry** means the systems used to record, store and maintain details of domain names in the TLD.

**Registrant** means a natural person, company or organisation in whose name a domain name is Allocated in the TLD.

**Service** means the services that we provide in relation to the TLD.

**TLD** means Top Level Domain and for the purpose of this policy shall mean .sydney

**We, us** and **our** means GoDaddy Registry Australia Pty Ltd ACN 103 729 620 as the designated representative of The State of New South Wales through the Department of Premier and Cabinet, or our designated representatives.

**You** and **your** means the person or entity receiving or accessing the Service.

## 2 About this document

This document describes our policy regarding acceptable use of the Service.

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### 3 Purpose

Our goal is to ensure the security, stability and fair use of the TLD and our Service for all Internet users.

The purpose of this policy is to describe the acceptable use of the TLD, our Service to you, and what action may be taken by us in the event of unacceptable use.

## 4 Policy statement

### Detection of behaviour that contravenes this Acceptable Use Policy

Behaviour that contravenes this Acceptable Use Policy may be detected in a number of ways, including but not limited to:

- Our on-going monitoring activities and participation in industry information sharing and monitoring groups; or
- Third party notifications submitted to us from either, the general public, law enforcement, government agencies, regulatory bodies, and industry partners.

### Your obligations when using the Service

As a user of our Service, you agree that you will not use, and you will not permit others to use, the Service we provide:

- For any unlawful, invasive, infringing, defamatory or fraudulent purpose;
- In a manner inconsistent with any applicable laws, or to engage in, promote or encourage illegal activity;
- In violation of the legal rights of others, or to encourage such violation;
- In contravention of any guidelines, requirements or policies that may be issued by us from time to time;
- To purposefully distribute any virus, worm, corrupted file, harmful computer code, or other items of a destructive or deceptive nature;
- To modify, affect, disable or circumvent any aspect of the Services or the use of the Services;
- To generate, distribute, or facilitate unsolicited mass email, promotions, advertisements or other solicitations;
- To disrupt the Service or any third party Service that may use the Service;
- To alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network; or
- To facilitate any of the above.

We provide the Registry Service in relation to the TLD. No other party may create domain names at any level in the TLD, for the purpose of sale, licensing, sub-letting or leasing of the domain name. The Registrant of a domain name, as recorded in the Registry Service, will be responsible for:

- The use of their domain name;
- Ensuring that the use of the domain name, where that domain name is a two letter Label that corresponds to a country code described in the ISO 3166-1 alpha-2 standard, avoids confusion with the corresponding country code;
- Any domain names that may be created at a level subordinate to that domain name; and



- Compliance with this and any other of our policies.

## Actions we may take

Should we in our sole discretion, determine that you have failed to comply with any provision of this Acceptable Use Policy, you acknowledge that we may:

- Restrict, suspend or terminate your access to the Service;
- Where your use of the Service is in relation to your registration of a domain name, cancel, lock, place on hold, transfer or delete the domain name;
- Where required to do so, report such failure to comply, to any law enforcement, government or quasi-governmental agencies, or regulatory bodies; and
- Notify industry information sharing and monitoring groups.

We reserve the right take any action on any domain name or transaction that we deem necessary, in our sole discretion:

- To protect the integrity and stability of the Service;
- To comply with our obligations to ICANN;
- To comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;
- To avoid any liability, civil or criminal, on our part, as well as our affiliates, subsidiaries, officers, directors, employees and subcontractors;
- To ensure compliance with the Published Policies;
- To stop or prevent any violations of any terms and conditions of the Customer Registration Agreement;
- For the non-payment to us of any fee; or
- To correct mistakes made by us or any Registrar or any of our service providers in connection with an application for a domain name, or a domain name.

Any action that we may make in relation to this Acceptable Use Policy:

- May be taken with or without notification to you; and
- Is in addition to any other rights that we may have in law.

We are not required to give reasons for action taken as per above but may do so from time to time where we deem it appropriate at our absolute discretion.

## 5 Definition and review

This document has been prepared and published to represent our policy regarding the administrative and technical management of the TLD.

We may discontinue or amend any part or the whole of this policy from time to time at our absolute discretion.

## Acceptable Use Policy

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