

RULES FOR DOMAIN REGISTRATION UNDER .tz CCTLD

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1. INTRODUCTORY PROVISIONS

- 1.1. This document presents the rules for registration and delegation of the second-level Domain Names under .tz ccTLD.
- 1.2. The terms used in this document have the following meaning:
 - 1.2.1. “Central Register” - a database of Domain Names, their holders and other persons administered by tzNIC. The Central Register is the source for Domain Name delegation into the tz zone administered by the primary name server.
 - 1.2.2. “tzNIC” - an authorized organization for .tz domain space management with a certificate of incorporation No. 58303 of 2006.
 - 1.2.3. “Delegated Domain Name” - a registered Domain Name for which tzNIC maintains a record on the primary name server (“tz zones”).
 - 1.2.4. “Day of Registration” - the day when the registration of the Domain Name in the Central Register occurs.
 - 1.2.5. “Day of Expiration” - the day following the day on which the expiration of the registered Domain Name occurs.
 - 1.2.6. “.tz ccTLD” - country code Top Level Domain (top-level domain, also called the national domain) of the United Republic of Tanzania.
 - 1.2.7. “SLD” – Second Level Domain Name shall mean domain name after the .tz top level domain such as .co.tz but excluding .mil and .go .tz
 - 1.2.8. “Domain Name” – shall mean a unique name that identifies internet resources such as websites.
 - 1.2.9. “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. Also

refers to Registrant as defined in the definitions section of tzNIC Registrar accreditation Agreement.

- 1.2.10. “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.
- 1.2.11. “Rules for Dispute Resolution” -. tzNIC policy for domain names dispute resolution procedure which forms an integral part of the Rules for domain name registration as well as tzNIC Registrars’ accreditation Agreement.
- 1.2.12. “Rules for Registration” - the document “Rules of Domain Names Registration under .tz ccTLD” published by tzNIC. tzNIC policy outlining rules applicable for domain name registration by registrants and registrars, forms an integral part of tzNIC Registrar’s accreditation Agreement.
- 1.2.13. “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. Also Registrar as defined in the definition section of tzNIC Registrar Accreditation Agreement
- 1.2.14. “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.
- 1.2.15. “Nameserver Set” - a record file containing at least 2 name servers and at least one technical Contact.
- 1.2.16. “Accredited Registrar” – A legal entity that has been accredited by tzNIC to register, delete, add, modify or change domain names under .tz domain space. Also referred to as Registrar under clause 1.2.13
- 1.2.17. “System Registrar” – an accredited registrar who can conduct domain name registrations with zero credit.
- 1.2.18. “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 name servers, 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, Name server Set and Key Set.

1.2.19. “Applicant” - a natural person or legal entity submitting a request for registration of a Domain Name.

1.2.20 “Bad usage of a domain name” – Bad usage (bad faith) of a domain name may be demonstrated where:

(a) 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 Tanzania;

(b) the domain name has been registered in order to prevent the holder of a validly recognized or established name in Tanzania from reflecting this name in a corresponding domain name;

(c) the domain name was registered primarily for the purpose of disrupting the business of a competitor;

(d) 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 Tanzania, such likelihood relating to the source, sponsorship, affiliation, or endorsement of the web site; or

(e) the domain name registered is a personal name for which there is no demonstrable link between the holder and the domain name registered.

2. DOMAIN NAME REGISTRATION

2.1. Domain Names are registered through tzNIC accredited Registrar(s)

2.2. The Registrar is obliged to obtain the consent of every Applicant to the current version of the Rules of Registration as a condition of the Domain Name registration by ensuring the Applicant has filled in .tz Domain names registrant consent form. The following is also considered to be a valid consent in addition to filling in .tz Domain names registrant consent form:

- 2.2.1. A Domain Name registration order has been placed,
 - 2.2.2 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,
 - 2.2.3. The Holder has begun to use a Domain Name, or
 - 2.2.4. The Holder has effected any other act toward the Registrar or tzNIC, provided that such an act pertains to changing records on the given Domain Name that are kept in the Central Registry.
- 2.3. The individual giving consent to the current version of the Rules of Registration on behalf of the Applicant in connection with an application for Domain Name registration at the same time declares that he or she is authorized to act on the Applicant's behalf in this matter.
 - 2.4. Registrars are obliged to make available .tz domain name registrant consent form and provide the same at any time by request of tzNIC the consent form, according to article 2.2. tzNIC is entitled to make available and document such information to any relevant state authority for the purposes of legal, administrative, criminal or any other proceedings.
 - 2.5. tzNIC registers the Domain Names according to the order in which the individual registration requests submitted through the Registrars were delivered. TzNIC files the records of every received registration request.
 - 2.6. The Domain Name is registered always for an entire year beginning with the Day of Registration of the Domain Name, up to a max. of 5 years.
 - 2.7. Upon the registration of a Domain Name, the Domain Name is reserved for the Holder for the specified period of time.

3. DOMAIN NAME REGISTRATION RENEWAL

- 3.1. Domain Name registration may be renewed by means of the Appointed Registrar.
- 3.2. Domain Name registration may even repeatedly be renewed for whole multiples of

a year, yet for no more than 5 years..

4. DOMAIN NAME DELEGATION

- 4.1. tzNIC delegates a registered Domain Name, to which just one Nameserver Set is assigned.
- 4.2. tzNIC is entitled to conduct periodic technical inspections of name servers in the Name server Set and of DS (Delegation Signer) records in the Key Set assigned to the Domain Name.
- 4.3. When a Domain Name registration is cancelled, the Domain Name delegation is terminated without further ado. When the assignment of a Nameserver Set to a Domain Name is canceled, the Domain Name delegation is canceled with further ado. Under the terms and conditions defined by these Rules of Registration, a Domain Name delegation may also be canceled if a Nameserver Set is still assigned to it.

5. DOMAIN NAME TRANSFER

- 5.1. tzNIC 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 of the Holder and the future Holder.
- 5.2. The Registrar is obliged to acquire the consent of the future Holder to the current version of the Rules of Registration and the Rules for Dispute Resolution on the date of the transfer of the Domain Name, while the provisions in Articles 2.2, 2.3 and 2.4 are applied similarly.
- 5.3. No entitlement to a refund of the paid price or any part thereof arises for the Holder from its Domain Name transfer.
- 5.4. The transfer of the Domain Name does not affect the latter's Day of Expiration.

6. TERMINATION OF THE DOMAIN NAME REGISTRATION

- 6.1. tzNIC will cancel the registration of a Domain Name upon request submitted by domain holder through the Appointed Registrar of the Domain Name. No

entitlement to a refund of the paid price or any part thereof arises from canceling the registration of a Domain Name.

6.2. If a Domain Name registration is not renewed before the Day of Expiration (Article 3), then on the Day of Expiration the Domain Name enters a “protection period” of 45 days.

6.2.1. The Domain Name registration may be renewed in compliance with Article 3 hereof retroactively from the Day of Expiration.

6.2.2. If the Domain Name is not renewed in the first 30 days of the protection period, tzNIC is entitled to terminate the Delegation of the Domain Name. In such a case, the Domain Name delegation cannot be renewed, not even by changing details in the assigned Nameserver Set or by assigning a different Nameserver Set to the Domain Name concerned.

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

6.3. If the agreement between an Appointed Registrar and tzNIC 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.

6.4 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;

(a) such name has been registered by its holder without rights or legitimate interest in the name; or

(b) has been registered or is being used in bad faith.

6.4.1. Procedure for revocation of the domain name shall be as outlined in tzNIC Rules for Dispute Resolution.

7. REGISTRATION OF CONTACTS

7.1. A single Contact can be used for more than one Domain Name (Contact in the role

of a Holder or an administrative Contact), Name server Set (a technical Contact) or a Key Set (a technical Contact).

- 7.2. Contacts are registered by means of filling the .tz Domain Names registrant consent form given by a Registrar. By filing an application and filling in the consent form, in this respect, the given person expresses its consent to these Rules of Registration by means of the Registrar.

8. CHANGES AND THEIR AUTHORIZATION

- 8.1. The wording of a Domain Name cannot be modified.
- 8.2. The Registrar, who requested the change, is responsible towards tzNIC for authentication, authorization and validity of such an instruction.
- 8.3. tzNIC will change data in the Central Registry 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.
- 8.4. 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. 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; the confirming person(s) must be authorized to act on behalf of the legal entity in line with the official excerpt. If the authorized person is represented, then appended to the confirmation must also be a Power of Attorney with an officially authenticated signature.
- 8.5. If multiple persons are entered in the Central Registry that are competent to make the same change, then the change can be made upon request by any of these persons.
- 8.6. Changing Domain Name information.

A request for changing Domain Name data may only be made by means of the

Appointed Registrar except for changing the Appointed Registrar itself; this type of change can only be made by means of a new Appointed Registrar.

Item name	Contact entitled to confirm the change
Domain Name	Can't be changed
Holder	Contact in the role of Holder
Administrative Contact	Holder, Administrative Contact
Appointed Registrar	Holder, Administrative Contact
Nameserver Set	Holder, Administrative Contact, Technical Contact for the existing Key Set
Key Set	Holder, Administrative Contact, Technical Contact for the existing Key Set
Transfer	Holder and the new Holder
Termination	Holder

8.7. 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

8.8. Changing Nameserver Set information

Nameserver Set data may be changed by means of the Appointed Registrar of the Nameserver Set.

Item name	Contact entitled to confirm the change
Identifier	Cannot be changed
Technical Contact	Technical Contact
Nameserver	Technical Contact
Termination	Technical Contact

8.9 Changing the Key Set data

Item name	Contact entitled to confirm the change
Identifier	Can't be changed
Technical Contact	Technical Contact
Delegation Signer (DS) record	Technical Contact
Termination	Technical Contact

9. PRICE AND FEES

- 9.1. 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 on tzNIC Price list
- 9.2. The price of individual domain name registration provided by tzNIC to the Registrars can be found in the tzNIC price list which is available to Registrars and forms part of tzNIC Registrar Accreditation Agreement
- 9.3. tzNIC may review the price and fees and make changes from time to time.

10. RULES FOR CREATING A DOMAIN NAME

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

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

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

10.1.3. A Domain Name must not begin or end with “-“ character;

10.1.4. A Domain Name must not contain two characters “-“ in sequence.

2. In addition to article 10.1, the current policies governing the registration under third level domain category are as follows:

10.2.1 **.<name>.co.tz**

Only for registered company or business entity as defined under national laws.

2. **.<name>.or.tz**

Only for none profit making organizations.

10.2.3 **.<name>.go.tz**

Only for formal Tanzania 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.

10.2.4 **.<name>.ac.tz**

Only for formal tertiary academic or technical institutions with relevant accreditation.

10.2.5 **.<name>.ne.tz**

Only for addressing the network of people and hardware.

10.2.6 **.<name>.mil.tz**

Exclusively for Tanzania Military entities recognized by the Ministry responsible for Defense;

10.2.7 **.<name>.sc.tz**

Only for schools that are elementary, primary and secondary level institutions; and

10.2.8 Any other third level that may be established.

10.3. tzNIC may cancel the registration of a Domain Name that is worded contrary to the rules for domain name creation.

11. PERSONAL DATA AND CENTRAL REGISTER DATA PROTECTION

11.1. The Central Register is kept by tzNIC or an entity authorized by it. tzNIC is the administrator of personal data kept in the Central Register. The Registrar is a processor of such data.

11.2. 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;

11.2.1. 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 such data public through the mediation of the Internet within the framework of information services rendered by tzNIC.

11.2.2 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 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.

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

11.2.4. is obliged to act in such way that in consequence of his/her doing no

duplicate records of Contacts arise, and no identical Contacts differing only in the identifier are kept in the Central Register.

- 11.3. Appendix No. 1 states what pieces of information used in the Domain Name records, Contacts and Nameserver Sets are compulsory.
- 11.4. tzNIC 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; tzNIC is entitled to provide such additionally acquired information for the purpose of such proceedings.
- 11.5. 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 tzNIC 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.
- 11.6. tzNIC 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, tzNIC is also entitled to provide information about historical data, if available.
- 11.7. tzNIC is entitled, at its discretion, to optimize the information kept in the Central Register. For this purpose tzNIC is entitled to merge Contact records differing only by the identifier of the Contact. In the case that tzNIC 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 tzNIC of such a

merger.

12. RIGHTS AND DUTIES OF tzNIC

12.1. Duties

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

12.1.2. to keep a record of the delegated Domain Name in the tz zone; and

12.1.3. 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.

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

12.2. Rights

12.2.1 tzNIC has the right to terminate, at its discretion, a Domain Name registration if:

- i. the information kept in relation to the Domain Name in the Central Register is untrue, incomplete or misleading,
- ii. no additional information is provided according to the article 11.4 within 15 days after sending the notice,
- iii. 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,
- iv. consent to the Rules of Domain Registration or Rules for Domain Names Dispute Resolution was not granted in compliance with these documents,
- v. such right arises from other provisions of the Rules of Registration.

12.2.2. tzNIC is entitled to accept technical measures aimed especially at limitation of the direct online operation endangering the stability of tzNIC systems, even if such measures lead or may lead to limitations of availability of the tzNIC services, functioning of the registered Domain Names, name servers etc. tzNIC 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.

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

13. LIABILITY FOR DAMAGES

13.1 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.

13.2. The Holder shall be liable for damages caused to tzNIC 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.

13.3. tzNIC 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.

13.4. 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.

- 13.5. tzNIC does not bear any responsibility for use or non-use of the registered Domain Name, or the way the Domain Name is used. tzNIC, in particular, does not bear any responsibility for the violation of copyrights, trademarks, names or trade companies of third parties resulting from the registration or use of the Domain Name.
- 13.6. tzNIC does not bear any responsibility for the functioning of the delegated name servers assigned to the Domain Name.

14. MUTUAL COMMUNICATION

- 14.1. Communication between tzNIC and the Holder of the Domain Name is carried out through the Appointed Registrar.
- 14.2. Communication between tzNIC and the Registrar is carried out in the way specified by the trading terms for Registrars.
- 14.3. 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.

15. RESOLUTION OF DISPUTES BETWEEN HOLDER AND tzNIC

- 15.1. In the event of any dispute between tzNIC and domain holder, the dispute shall first be resolved amicably between the two parties through negotiation and mediation .
- 15.2. Where such dispute is not resolved amicably, the parties shall refer the dispute to Arbitration which shall be conducted in accordance to the laws of Tanzania
- 15.3. The award in article 15.2 is final and binding for both parties.

16. RESOLUTION OF DISPUTES BETWEEN HOLDER AND THIRD PARTIES

- 16.1. 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.
- 16.2. Where the Holder and any other third parties do not settle the dispute in an amicable way under article 16.1, they are free to settle their dispute within the scope of Tanzania legal procedures.
- 16.3. Upon request by all disputing parties, tzNIC may act as a mediator in pursuit of an amicable settlement of their dispute.
- 16.4. tzNIC 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 tzNIC has not participated in the proceeding in which such a decision was made.
- 16.5. The decision under article 16.4 shall be presented to tzNIC 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).
- 16.6. No act of tzNIC effected according to articles 16.4 and 16.5 shall give rise to an entitlement to a refund of any payments received by tzNIC from the Holder or any other person in connection with the Domain Name, to which such an act pertains.

17. DOCUMENTS CHANGES

- 17.1. tzNIC is 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.tznic.or.tz>.
- 17.2. tzNIC 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.tznic.or.tz>.

Appendix 1: Obligatory and concealable information in the records of the Domain Names, Contact, Nameserver sets and Key Sets

D o m a i n Name	Data name	Data description	Obligatory	Concealable
	Name	Domain Name	Yes	No
	Registrant	Holder's Identification	Yes	No
	NSSet	Nameserver Set	No	No
	Admin	Administrative ID Contact (list)	No	No
	KeySet	Key Set	No	No

Contact	Data name	Data description	Obligatory	Concealable
	Org	Name of company or organization	Yes	No
	Name	Name	Yes	Yes
	Email	Email	Yes	Yes
	NotifyEmail	Email notification	No	Yes
	Voice	Telephone	No	Yes
	Fax	Fax	No	Yes
	Vat	VAT (Tax Identifier)	No	Yes
	Addr	Address – street (list of 3 items maximum), city, Country code	Yes	Yes
	Ident	Identification – a pair (type and number of the identifier)	No	Yes

Nameserver	Data name	Data description	Obligatory	Concealable
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Set	DNS	DNS list (2 min, 9 max)	Yes	No
	TechAdmin	Tech Contact (list)	Yes	No

Key Set	Data name	Data description	Obligatory	Concealable
	DS	Delegation Signer record according to RFC 4034	Yes	No
	TechAdmin	Tech Contact (list)	Yes	No