SERVICE SPECIFIC TERMS / CLOUD

Domain Services

Domain name registration, renewal, transfer and DNS hosting

VERSION	EFFECTIVE	REPLACES
v2026.11a	1 November 2026	Domain-Services.pdf

These Service Specific Terms form part of your agreement with FirstNet Technology Services (Pty) Ltd. Read them with the FirstNet Standard Terms and Conditions (or your signed Master Services Agreement), your Service Schedule and the Data Processing Annexure, all available at www.firstnet.co.za/legal-notices/.

Domain name registration, renewal and transfer, and DNS hosting

1. Status and precedence

1.1 These Service Specific Terms ("SST") apply to the domain name registration, renewal, transfer and DNS hosting services that FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07) ("FirstNet") provides to the Customer (together, the "Domain Services").

1.2 These SST form part of the agreement between FirstNet and the Customer, which is either the FirstNet Standard Terms and Conditions or the Customer's signed Master Services Agreement with FirstNet (the "Agreement"). They are incorporated into the Agreement by reference and are published at www.firstnet.co.za/legal-notices/.

1.3 The Domain Names, registration periods, DNS hosting and Charges ordered by the Customer are set out in the Service Schedule, quote or scope of work signed or accepted by the Customer (the "Service Schedule").

1.4 If documents conflict, they apply in this order: (a) the Service Schedule, but only for commercial items it expressly overrides; (b) these SST; (c) the Agreement (including the Data Processing Annexure and the Acceptable Use Policy); (d) the Vendor Terms. However, the Registry Policies and any mandatory registrant terms that a Registry or ICANN requires every registrant to accept always apply to the Domain Name, and the Customer must comply with them.

1.5 Words defined in the Agreement have the same meaning in these SST.

2. Definitions

2.1 **"Auth Code"** means the authorisation code (also called an EPP code or transfer key) that a Registry or Registrar issues to allow a Domain Name to be transferred to another Registrar.

2.2 **"ccTLD"** means a country-code top-level domain (for example .za, .uk or .ke). "gTLD" means a generic top-level domain (for example .com, .net or .org).

2.3 **"DNS Hosting"** means hosting of the authoritative DNS zone for a Domain Name on FirstNet's name servers (ns1.firstnet.co.za and ns2.firstnet.co.za).

2.4 **"Domain Name"** means each domain name that FirstNet registers, renews, transfers or hosts DNS for on the Customer's behalf, as listed in the Service Schedule or a later order.

2.5 **"Expiry Date"** means the date on which the current registration period of a Domain Name ends, as recorded by the Registry.

2.6 **"ICANN"** means the Internet Corporation for Assigned Names and Numbers, which accredits Registrars and sets policies for gTLDs.

2.7 **"Registrant"** means the person or organisation recorded by the Registry as the holder of a Domain Name.

2.8 **"Registrar"** means the organisation, accredited by the relevant Registry (and, for gTLDs, by ICANN), through which FirstNet registers and manages a Domain Name (see clause 3.3).

2.9 **"Registry"** means the organisation that administers a top-level domain or second-level domain and maintains its register (see clause 3.2).

2.10 **"Registry Policies"** means the terms, published policies and procedures of the relevant Registry and Registrar, and, for gTLDs, ICANN's consensus policies, as amended from time to time.

2.11 **"ZADNA"** means the .za Domain Name Authority established under Chapter X of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA").

3. Service description

3.1 What FirstNet provides. Depending on what the Service Schedule lists, FirstNet will:

3.1.1 check whether a requested Domain Name is available and register it for the requested registration period;

3.1.2 renew Domain Names under clause 10;

3.1.3 transfer Domain Names to and from FirstNet's management under clause 6;

3.1.4 update registration details and name servers on the Customer's written instruction; and

3.1.5 provide DNS Hosting and make DNS record changes on the written instruction of the Customer's authorised contacts.

3.2 Registries.

3.2.1 South African (.za) domain names. The .za namespace is managed by ZADNA under Chapter X of ECTA. The commercial second-level domains co.za, org.za, net.za and web.za are administered by the registry operator appointed by ZADNA, currently the ZA Registry Consortium (ZARC), a venture of the ZA Central Registry NPC (ZACR, formerly UniForum SA) and Domain Name Services. ZACR is the registry for .africa, .capetown, .durban and .joburg. Registration of a .za Domain Name is subject to the Registry's Registrant Agreement mandatory terms and published policies (see clause 4).

3.2.2 gov.za domain names are registered by the government registrar through its own process and forms. For gov.za Domain Names, FirstNet provides DNS Hosting and the name server details the Customer needs, but the Customer submits the registration or transfer itself.

3.2.3 Other domain names are administered by their own Registries under ICANN policies (for gTLDs) or the rules of the country concerned (for other ccTLDs).

3.3 Registrars. FirstNet registers and manages Domain Names as a reseller through Registrars, which include:

3.3.1 GoDaddy.com, LLC (an ICANN-accredited Registrar), for gTLDs and some ccTLDs;

3.3.2 the registrar of record for FirstNet's ResellerPanel reseller account, for .za Domain Names and some other names; and

3.3.3 Marcaria.com International, Inc. (based in the United States), for specialist ccTLDs that the other Registrars do not offer.

FirstNet may change the Registrar it uses for a Domain Name on notice to the Customer, provided the change does not reduce the Customer's rights as Registrant or interrupt the Domain Name.

3.4 No guarantee of registration. Domain names are registered on a first-come, first-served basis (except in launch or sunrise phases). FirstNet cannot guarantee that a requested Domain Name is available or will be registered until the Registry confirms it. Some names are reserved, premium-priced or subject to eligibility rules (for example local-presence requirements for some ccTLDs, or eligibility rules for gov.za).

3.5 DNS Hosting. Where the Service Schedule includes DNS Hosting, FirstNet hosts the DNS zone on its primary and secondary name servers and makes record changes requested in writing by the Customer's authorised contacts. FirstNet will check record changes against the instruction before saving them. DNS changes can take up to 24 to 48 hours (or longer, depending on record time-to-live settings) to take effect across the internet, and FirstNet does not control that timing. DNSSEC signing is not included unless the Service Schedule says so.

3.6 What is not included. Unless the Service Schedule says otherwise, the Domain Services do not include: website or email hosting; SSL certificates (see the SSL Certificates Service Specific Terms); brand or trademark monitoring; privacy or proxy registration services; or acting for the Customer in a domain name dispute.

3.7 Support. Requests for new registrations, transfers, renewals, cancellations and DNS changes are logged by email to support@firstnet.co.za or by telephone on 0861 989 896. FirstNet acts only on requests from the Customer's authorised contacts and records each change in its ticketing system.

4. Vendor Terms

4.1 Each Domain Name is subject to the Registry Policies of its Registry and Registrar. The Customer accepts the applicable Registry Policies and registrant agreement when it orders the registration, renewal or transfer of a Domain Name, and authorises FirstNet to accept them on its behalf in the ordering process. The main documents are:

4.1.1 .za commercial second-level domains: the ZARC published policies and procedures, the Registrant Agreement mandatory terms, the .za SLD privacy policy and the complaints, abuse and take-down policy, available at https://zarc.web.za/za-sld-policies/ (including https://zarc.web.za/wp-content/uploads/2025/03/Registrant_Agreement_Mandatory_Terms_v004-1.pdf and https://zarc.web.za/wp-content/uploads/2025/08/11-Aug-2025-ZARC_Published_Policies_and_Procedures_2025_01.pdf);

4.1.2 .za names registered through the ResellerPanel account: the registrant agreement of the registrar of record, as provided or linked by FirstNet;

4.1.3 names registered through GoDaddy: the GoDaddy Domain Name Registration Agreement (https://www.godaddy.com/legal/agreements/domain-name-registration-agreement) and the documents it incorporates;

4.1.4 names registered through Marcaria: Marcaria's registration agreement, as provided or linked by FirstNet in the ordering process; and

4.1.5 all gTLDs: ICANN's Registrants' Benefits and Responsibilities (https://www.icann.org/resources/pages/benefits-2013-09-16-en), the ICANN Transfer Policy (https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en) and the Uniform Domain Name Dispute Resolution Policy (https://www.icann.org/resources/pages/policy-2024-02-21-en).

4.2 Registries, Registrars and ICANN may change their policies, prices, procedures and service providers. FirstNet is not liable for those changes. Where a change materially affects the Customer, FirstNet will tell the Customer.

4.3 A Registry or Registrar may suspend, delete or transfer a Domain Name under its policies, for example following a dispute decision, a court order, inaccurate registration data, abuse or non-payment. FirstNet is not liable for that action.

4.4 Neither the Registry nor the Registrar gives any warranty about a Domain Name, its registration or use. FirstNet passes through to the Customer whatever rights the Registry Policies give the Registrant, and gives no additional warranty.

5. Customer responsibilities

5.1 Registrant. FirstNet registers each Domain Name in the name of the Customer (or the person the Customer names in writing) as Registrant. The Domain Name does not become FirstNet's property, and FirstNet will not register a Customer's Domain Name in FirstNet's own name. FirstNet may be recorded as technical or billing contact.

5.2 Accurate registration data. The Customer must give FirstNet accurate, complete and current Registrant and contact details (full legal name, physical address, email address and telephone number), keep them current, and tell FirstNet of any change within 7 (seven) days. Registries and ICANN require this. Inaccurate or out-of-date details can lead to suspension or deletion of the Domain Name, failed transfers, and missed renewal or verification notices. FirstNet is not liable for loss caused by details the Customer did not keep current.

5.3 Responding to verification requests. The Customer must respond promptly to any request from a Registry or Registrar to verify its contact details. For gTLDs, ICANN policy may require the Registrar to suspend a Domain Name if the Registrant does not respond to a verification request within the required time (currently 15 calendar days).

5.4 Customer warranties. The Customer warrants that: (a) it is entitled to register and use each Domain Name; (b) to the best of its knowledge, the registration and use of the Domain Name does not infringe the trademark or other rights of any person; (c) it is not registering the Domain Name in bad faith, for example to sell it to a rights-holder, to block a rights-holder or to disrupt a competitor ("domain squatting" or "cybersquatting"); and (d) it will not use the Domain Name for an unlawful purpose or in breach of the Acceptable Use Policy.

5.5 Authorised contacts. The Customer must name in writing the people who may instruct FirstNet on its Domain Names (including requests for Auth Codes, transfers, cancellations and DNS changes) and keep that list current. FirstNet will act only on instructions from those people.

5.6 Account security. Where the Customer has its own access to a Registrar account, it must keep its credentials secure and enable multi-factor authentication where available.

6. Provisioning and lead times

6.1 New registrations. FirstNet registers a Domain Name after the Customer has approved the quote and confirmed the exact spelling in writing, and after payment where the Customer pays in advance. A Domain Name is registered only when the Registry confirms it.

6.2 Transfers to FirstNet. To transfer a Domain Name to FirstNet's management, the Customer must: unlock the Domain Name at its current Registrar; obtain the Auth Code and give it to FirstNet securely; make sure the Registrant email address is working (approval emails are sent there); pay any amount owed to its current provider; and, if DNS is also moving, provide its current DNS records. Transfers usually take 5 to 10 calendar days, depending on the Registry and the losing Registrar. Registries and ICANN may prevent a transfer for a period after a new registration, a previous transfer or a change of Registrant (for many gTLDs, 60 calendar days). The Customer may be charged by its current provider for the transfer, and a transfer usually adds a renewal year at the gaining Registrar's price.

6.3 Transfers away from FirstNet (transfer out). The Customer may transfer any Domain Name to another Registrar or provider at any time, subject to the Registry Policies. On a written request from an authorised contact, FirstNet will unlock the Domain Name and give the Auth Code to the Registrant or authorised contact promptly, and within any period the Registry Policies require. FirstNet will not refuse or delay a transfer out because of a dispute about Charges, except where the Registry Policies allow a Registrar to deny a transfer (for example for non-payment of the current registration period). Before the transfer, the Customer must arrange alternative DNS Hosting if FirstNet hosts the DNS.

6.4 Change of Registrant. A change of Registrant is processed under the Registry Policies, may require confirmation by the current Registrant and may trigger a transfer lock.

6.5 Lead times are indicative only and depend on Registries, Registrars and the Customer completing its steps.

7. Service levels and support

7.1 Registration, renewal and transfer depend on Registries and Registrars, whose systems are outside FirstNet's control. No FirstNet availability target applies to them.

7.2 Any availability target for DNS Hosting is as stated in the Service Schedule. FirstNet operates a primary and a secondary name server for resilience.

7.3 FirstNet does not guarantee how quickly DNS changes propagate on resolvers outside FirstNet's name servers.

7.4 Service credits apply only if the Service Schedule states them. Where they apply, they are the Customer's sole financial remedy for the failure concerned, except where the failure also amounts to a material breach under clause 17 of the Agreement.

8. Data, privacy and security

8.1 Registration data. To register and manage a Domain Name, FirstNet must give the Registrant's and contacts' details to the Registrar and Registry. The Registry and Registrar process those details as responsible parties under their own privacy policies and the Registry Policies, for example to maintain the register, to verify contacts and to operate WHOIS and RDAP services.

8.2 WHOIS and RDAP. Registries and Registrars publish some registration data through public WHOIS and RDAP (Registration Data Access Protocol) lookup services. Under current Registry Policies, personal information of individual registrants is often redacted from public output, but the organisation name and some contact data may be published, and non-public data may be disclosed to persons with a legitimate interest (for example a rights-holder in contemplation of legal action, or law enforcement). The ZARC privacy policy explains how .za registration data is handled.

8.3 Offshore processing. Registrars and Registries for gTLDs and foreign ccTLDs (including GoDaddy and Marcaria, which are based in the United States) process registration data outside South Africa. FirstNet makes these transfers under section 72(1)(c) or (d) of the Protection of Personal Information Act 4 of 2013 ("POPIA"), on the basis that they are necessary to perform the contract for the Domain Services that the Customer has ordered. The Customer must make sure that its contacts named in a registration are informed of this.

8.4 FirstNet's own processing. FirstNet processes the Customer's contact and registration data in accordance with its Privacy Notice published at www.firstnet.co.za/privacy-policy/. FirstNet stores Auth Codes and registrar credentials securely and shares Auth Codes only with the Registrant or an authorised contact.

8.5 DNS data. DNS records are public by design, except for zone data that is not published. FirstNet hosts DNS zones on its primary and secondary name servers. DNS Hosting does not involve processing the content of the Customer's email or website traffic.

9. Fees, licences and changes

9.1 Registration, renewal, transfer, restore and DNS Hosting Charges are set out in the Service Schedule or in FirstNet's quote or renewal notice. These SST do not state prices.

9.2 Registry and Registrar prices change from time to time, and prices for many TLDs are set in US dollars. FirstNet may change its Charges for a renewal or new registration to reflect those changes and exchange rates, and will state the renewal price in the renewal notice under clause 10.2.

9.3 Registration and renewal Charges are paid for the full registration period in advance. Once a Registry has registered or renewed a Domain Name, the Charges are not refundable, because the Registry does not refund them (except where a Registry grace-period refund is available to FirstNet, which FirstNet will pass on less any Registry administration fee).

9.4 Restoring a Domain Name after it has expired, or redeeming it from a Registry redemption period, costs more than a normal renewal (often many times more). FirstNet will tell the Customer the restore price before acting and will restore only on the Customer's written approval.

9.5 Customers who pay in advance (cash on delivery) must pay before FirstNet registers, transfers or renews. Clause 10.4 applies if payment for a renewal is not received.

10. Term, renewal, cancellation and early termination

10.1 Term. Each Domain Name is registered for the registration period stated in the Service Schedule (usually 1 year; the Registry Policies set the minimum and maximum, for example 1 to 5 years for .za commercial SLDs). The Domain Services for a Domain Name continue, period by period, until the Customer cancels them under clause 10.5 or transfers the Domain Name away.

10.2 Renewal notices. FirstNet will send a renewal notice, stating the renewal period and price, to the Customer's billing and technical contacts at least 60 (sixty) calendar days before the Expiry Date, a reminder at least 30 (thirty) calendar days before, and a final reminder (by email and telephone) at least 7 (seven) calendar days before the Expiry Date.

10.3 Automatic renewal by default. Unless the Customer has told FirstNet in writing, at least 14 (fourteen) calendar days before the Expiry Date, not to renew a Domain Name, FirstNet will renew it for a further registration period of the same length (normally 1 year) before the Expiry Date, and will invoice the Customer at the price stated in the renewal notice. This is to prevent Domain Names from lapsing by accident.

10.4 If payment is required in advance. Where the Customer pays in advance and has not paid by 7 (seven) calendar days before the Expiry Date, FirstNet will make a final attempt to contact the Customer. If payment is still not received, FirstNet is not obliged to renew, and the Domain Name may expire. FirstNet may, at its discretion, renew to protect the Domain Name and invoice the Customer.

10.5 Cancellation (non-renewal). The Customer may cancel the Domain Services for a Domain Name by written notice from an authorised contact at least 14 (fourteen) calendar days before its Expiry Date. FirstNet will then not renew it. Once a Domain Name expires and passes through the Registry's suspension, deletion and redemption periods, it becomes available for anyone to register. Cancellation does not entitle the Customer to a refund of the current registration period.

10.6 Expiry. After the Expiry Date, the Domain Name, and the website and email that depend on it, may stop working. During any Registry grace or redemption period, FirstNet will try to restore the Domain Name on the Customer's request under clause 9.4, but cannot guarantee it.

10.7 Consumers. Where the Customer is a Consumer, renewal under clause 10.3 is also subject to section 14 of the Consumer Protection Act 68 of 2008 ("CPA"), including the Customer's right to cancel on 20 (twenty) Business Days' notice and FirstNet's duty to notify the Customer before the end of a fixed term.

10.8 Ending DNS Hosting. The Customer may end DNS Hosting for a Domain Name by written notice from an authorised contact. FirstNet will delete a DNS zone only on such written instruction (or at the end of the period in clause 10.9), because deleting a zone stops the Customer's website and email from working.

10.9 End of the Agreement. If the Agreement or the Domain Services end for any reason, the Customer remains the Registrant of its Domain Names until their Expiry Date. FirstNet will give the Customer the Auth Codes and reasonable help to move its Domain Names and DNS to another provider. If the Customer does not move them within 30 (thirty) calendar days after FirstNet's written notice, FirstNet may stop DNS Hosting and will not renew the Domain Names, but will not delete a registration before its Expiry Date or transfer it to anyone other than the Registrant.

11. Suspension

11.1 FirstNet may suspend DNS Hosting, or ask the Registrar to place a Domain Name on hold, on as much notice as is reasonable in the circumstances, if:

11.1.1 the Domain Name or DNS zone is being used for phishing, malware distribution, spam or another form of abuse, or is otherwise in breach of the Acceptable Use Policy;

11.1.2 a Registry, Registrar, court, regulator or dispute resolution provider requires it, including under the ZARC complaints, abuse and take-down policy;

11.1.3 the Customer's registration data is materially inaccurate and the Customer does not correct it after notice; or

11.1.4 suspension is required by law.

11.2 FirstNet will not suspend a Domain Name, or withhold an Auth Code, as a means of collecting unpaid Charges, except as permitted under clause 6.3 or 10.4.

11.3 The Customer remains liable for the Charges for DNS Hosting during a suspension caused by the Customer's breach.

12. Liability specifics

12.1 The limitations and exclusions of liability in the Agreement apply to the Domain Services. These SST do not state a separate cap.

12.2 Subject to the Agreement, FirstNet is not liable for loss or damage arising from:

12.2.1 a Domain Name not being available, or being registered by someone else before FirstNet's order reaches the Registry;

12.2.2 an act or omission of a Registry, Registrar or ICANN, including a change in Registry Policies or prices, or a Registry or Registrar stopping service (in which case FirstNet will use reasonable efforts to move the Domain Name to another Registrar);

12.2.3 a Domain Name expiring after the Customer cancelled it, did not pay a renewal in advance under clause 10.4, or did not keep its contact details current;

12.2.4 a Registry, Registrar, court or dispute resolution decision to suspend, cancel or transfer a Domain Name; or

12.2.5 DNS changes made on the instruction of the Customer's authorised contact, or propagation delays outside FirstNet's name servers.

12.3 FirstNet is responsible for renewing a Domain Name under clause 10.3 where the Customer has not cancelled it and (if it pays in advance) has paid. If a Domain Name expires because FirstNet failed to do so, FirstNet will restore it at its own cost where the Registry still allows restoration.

12.4 The Customer indemnifies FirstNet against third-party claims arising from the Customer's choice, registration or use of a Domain Name (including trademark, passing-off and dispute resolution claims), except to the extent caused by FirstNet's breach of these SST.

12.5 Nothing in these SST limits liability that cannot be limited by law, including under the CPA where it applies.

13. Regulatory notes

13.1 ZADNA and ECTA. ZADNA manages and regulates the .za namespace under Chapter X of ECTA, licenses registries and registrars, and publishes policies and regulations for the namespace (https://zadna.org.za/).

13.2 Disputes about .za Domain Names. Complaints that a .za Domain Name is an abusive or offensive registration are decided under the Alternate Dispute Resolution Regulations made under section 69 of ECTA, administered by ZADNA through accredited dispute resolution providers (https://zadna.org.za/our-mandate/our-core-mandate/rights-protection). The Customer submits to that procedure for its .za Domain Names.

13.3 Disputes about gTLD Domain Names. Disputes about gTLDs are subject to ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP) and, for many newer gTLDs, the Uniform Rapid Suspension System (URS), and to any dispute policy of the relevant Registry. The Customer submits to those procedures as the Registry Policies require.

13.4 FirstNet is not a party to, and will not act as arbiter in, any dispute about the right to a Domain Name. FirstNet will implement a decision of a court, a dispute resolution provider or a Registry, and will tell the Customer if it receives a complaint about a Domain Name.

13.5 Abuse and take-down. Complaints about abuse involving a .za Domain Name may also be handled under the ZARC complaints, abuse and take-down policy. Complaints about content hosted on FirstNet's network are handled under the Acceptable Use Policy and section 77 of ECTA, through ISPA as FirstNet's designated agent (https://ispa.org.za/consumer-support/take-down-notices/).

13.6 Trademarks. Registering a Domain Name does not give the Customer trademark rights, and the Registry's acceptance of a registration is not a ruling that the Customer is entitled to the name.

14. Changes to these terms

14.1 FirstNet may update these SST to reflect changes in Registry Policies, Registrars, the law or how FirstNet provides the Domain Services. FirstNet will give the Customer at least 30 (thirty) calendar days' notice of a material change by email or by publishing it at www.firstnet.co.za/legal-notices/, except where a Registry, Registrar or ICANN change takes effect sooner, in which case FirstNet will give as much notice as it reasonably can. If a material change is to the Customer's material detriment, the Customer may transfer its Domain Names away under clause 6.3 without any FirstNet transfer-out charge.

14.2 The version number and effective date below identify this version. This version replaces "Domain Services Terms and Conditions" (March 2015).

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