

# PLANETDOMAIN - DOMAIN SERVICES AGREEMENT

- 1.Introduction
- 2.Outline
- 3.Background
- 4.Definitions
- 5.General terms
- 6.Registry requirements
- 7.Domain names are licensed, not owned
- 8.Applying for a domain name
- 9.Period of registration
- 10.Renewal of registration
- 11.Applying for renewal
- 12.Period of renewed registration
- 13.Transfers
- 14.Member to member transfer
- 15.Transfers - general
- 16.Fees
- 17.Credit card chargebacks
- 18.Cancellation of registration
- 19.Taxes
- 20.Your promises to us
- 21.Permitting a third party to use your domain name
- 22.Spam
- 23.Personal information
- 24.Applicable law
- 25.Entire agreement
- 26.Waiver
- 27.Relationship
- 28.Further assurance
- 29.Releases and indemnities
- 30.Limitation of liability
- 31.Termination
- 32.Right to deny, cancel, suspend or transfer domain name or other services
- 33.Authority from registrant
- 34.Notices
- 35.Amending these terms
- 36.Matters beyond our control

- 37.gTLD terms Global Top Level Domains CLAUSES 38 TO 61
- 38.Transfer
- 39.Registrar transfer-out
- 40.Disputes over gTLD domain names
- 41.Other registry requirements for gTLD domain names
- 42.Dotbiz special terms CLAUSES 43 TO 51 APPLY TO dotbiz gTLDs
- 43.Limitation on use of dotbiz domain names
- 44.Warranty
- 45.Registrar transfer in and registrar transfer out
- 46.Provision of registration data
- 47.Inaccurate or unreliable data
- 48.Reservation of certain rights
- 49.Disputes over dotbiz domain names
- 50.Other disputes involving dotbiz domain names
- 51.Other registry requirements for dotbiz domain names
- 52.Dotorg special terms CLAUSES 53 TO 54 APPLY TO dotorg gTLDs
- 53.Registry requirements for dotorg domain names include:
- 54.Registrar transfer in and registrar transfer out
- 55.Dotinfo special terms CLAUSES 56 TO 61 APPLY TO dotinfo gTLDs
- 56.Personal information
- 57.Disputes over dotinfo domain names
- 58.Other matters involving dotinfo domain names
- 59.Further rights of dotinfo registry operator
- 60.Other registry requirements for dotinfo domain names
- 61.Registrar transfer in and registrar transfer out
- 62.Australian domain names CLAUSES 63 TO 77 APPLY TO .au domain names
- 63.Limited agency
- 64.Registry requirements
- 65.Summary of terms and conditions
- 66.General
- 67.Domain name application and registration
- 68.Domain name licence
- 69.Your statement to us
- 70.Our obligations to you
- 71.Your obligations to us
- 72.Use of your information
- 73.Dispute resolution

- 74.Transfer of registrars
- 75.Limitation of liability
- 76.General
- 77.Your warranties, etc.
- 78.UK DOMAIN NAMES CLAUSES 79 TO 80 ONLY APPLY
- 79.Registry requirements - contract with Nominet UK
- 80.Acting as your agent with Nominet UK
- 81.EUROPEAN DOMAIN NAMES CLAUSES 82 TO 84 APPLY
- 82.Registry requirements
- 83.Application of gTLD terms
- 84.Redelelegation Fees
- 85.CANADIAN DOMAIN NAME SPECIAL TERMS CLAUSE 86 APPLIES
- 86.Registry requirements - contract with World Domain Registry, Inc
- 87.NEW ZEALAND DOMAIN NAMES (.NZ) CLAUSES 87-101 APPLY
- 88.Our obligations (New Zealand domain names (.nz))
- 89.Your obligations (New Zealand domain names (.nz))
- 90.Registration of a Domain Name (New Zealand domain names (.nz))
- 91.Registrar is the Record (New Zealand domain names (.nz))
- 92.Payment of Fees (New Zealand domain names (.nz))
- 93.Suspension And Refusal of Services (New Zealand domain names (.nz))
- 94.Cancellation of a Domain Name (New Zealand domain names (.nz))
- 95.Exclusion of Liability (New Zealand domain names (.nz))
- 96.Limitation of our Liability (New Zealand domain names (.nz))
- 97.Law and Jurisdiction (New Zealand domain names (.nz))
- 98.Cancelling the Agreement (New Zealand domain names (.nz))
- 99.More Than One Person (New Zealand domain names (.nz))
- 100.Each Clause Separately Binding (New Zealand domain names (.nz))
- 101.Rights and Responsibilities that Continue (New Zealand domain names (.nz))
- 102.SEO Services (Search Engine Optimisation Services)
- 103.Custom Website
- 104.YOUR OBLIGATIONS TO THE REGISTRY OPERATOR (DotAsia Organisation Limited)
- 105. Dot Mobi / .MOBI Appendix

## 1.Introduction

---

These are the terms on which we supply to you domain name registration and other services.

## 2.Outline

---

1. These terms consist of:
  - a 'general' section, that applies to all our services and all your dealings with us; and
  - a series of 'specific' sections that each apply only to certain kinds of domain name.
2. To the extent of any inconsistency between them, a specific section overrides the general section.

## 3.Background

---

1. We do not operate the domain name system, or grant licences for domain names. Those things are done by 'registry operators', who are independent of us and beyond our control.
2. We are a domain name 'registrar'. That means:
  - We can arrange for domain name licences to be granted to you by various registry operators, subject to their rules and licence terms and the policies and requirements of .
  - We can carry out some limited functions on behalf of registry operators.
  - We can serve as a 'registrar of record' i.e. the intermediary between a domain name licensee and a registry operator, as recognised by the registry operator.
  - We can provide online facilities for you to administer your domain names.
  - We may also provide other, related services.
3. This document contains the terms that apply between you and us when we provide our services as registrar.
4. It also indicates the licence terms that are imposed by various registry operators and ICANN. A domain name licence that we arrange for you is subject to the licence terms and conditions of the registry operator who grants the licence and the requirements of ICANN.
5. For as long as we are registrar of record for a domain name, there is a 'registration agreement' between us and its registrant on these terms.

## 4.Definitions

---

1. In these terms:

applicant	a person who applies to become registrant of a domain name
auDA	.au Domain Administration Limited ACN 079 009 340
auDA terms	has the meaning given by clause 63
domain name licence	a licence to use a domain name
(domain name) licence terms	the terms and conditions on which a domain name is licensed
dotbiz	a domain name that ends in .biz

dotcom	a domain name that ends in .com
dotinfo	a domain name that ends in .info
dotnet	a domain name that ends in .net
dotorg	a domain name that ends in .org
European domain name	a domain name that ends in .de, .nl, .be, .it or .ru
Global Top Level Domain or gTLD	a domain name that ends in .com, .net, .org, .info or .biz
ICANN	Internet Corporation for Assigned Names and Numbers
member	a person who registers with us as a member and receives a membership ID from us
PlanetDomain	PlanetDomain Pty Ltd ABN 89 122 194 745
published policies	those specifications and policies established and published by auDA from time to time in accordance with its constitution, and can be found at auDA's web site at <a href="http://www.auda.org.au/policies/policy-index/">www.auda.org.au/policies/policy-index/</a>
registrant	the current licensee of a domain name
registrar	us
registrar of record	has the meaning given by clause 3
registration agreement	has the meaning given by clause 3
registration fee	our current charge in respect of a domain name registration as at the time of application
registration term	the period that a domain name licence lasts for
registry operator	the entity that issues domain name licences (directly or through a representative) and / or operates the registry for a domain name
registry requirement	has the meaning given by clause 6

renewal fee	our current charge in respect of a domain name registration renewal as at the time of renewal
transfer	a member to member transfer or a transfer in or a transfer out or a registrar transfer in or a registrar transfer out
we, us, etc	PlanetDomain Pty Ltd ABN 89 122 194 745 of 3/538 Collin Street Melbourne Victoria 3000 Australia trading under a number of business names and through resellers and other agents.
you	a person who asks us to provide them with any of our services as registrar

2. A word or phrase that is hyperlinked (in the online version of these terms) to another page or document refers to that page or document.
3. Other rules of interpretation:
  1. If an expression is defined in the dictionary in clause 4, that is what it means.
  2. If an expression is defined in the dictionary, grammatical derivatives of that expression have a corresponding meaning. (For instance, if 'to colour' means 'to paint red', then 'coloured' means 'painted red')
  3. Headings are only for convenience. They are to be ignored when interpreting these terms, except insofar as they indicate the number of a clause.
  4. A schedule to a document is part of that document.
  5. A reference to the singular includes the plural and vice versa.
  6. Where one thing is said to include one or more other things, it is not limited to those other things.
  7. There is no significance in the use of gender-specific language.
  8. A 'person' includes any entity which can sue and be sued.
  9. A 'person' includes any legal successor to or representative of that person.
  10. A reference to a law includes any amendment or replacement of that law.
  11. Anything that is unenforceable must be read down, to the point of severance if necessary.
  12. Anything we can do, we may do through an appropriately authorised representative.

## 5. General terms

---

The following clauses 6 to 36 apply in every case.

## 6. Registry requirements

---

1. Each registry operator has its own terms and conditions, policies and requirements covering the registration, use and renewal of domain names and related matters like dispute resolution procedures and transfer procedures - 'registry requirements'.
2. ICANN may also impose terms and conditions, policies and requirements on registry operators, us and / or registrants. Where such terms and conditions, policies and requirements are relevant to domain name applicants or registrants, they also count as 'registry requirements'.
3. A new registry requirement, or an amendment of an existing one, takes effect as soon as the registry operator requires it to take effect (even if that is retrospective). That is beyond our control.

4. Some registry requirements are set out in these terms. Others are cross-referenced. ICANN or a registry operator may have, or introduce, new ones.
5. You apply for, and accept, registration for any domain name subject to all applicable registry requirements from time to time.
6. You are responsible for familiarising yourself with all registry requirements, whether or not they are included or referenced in these terms.
7. You release us from any claim arising out of registry requirements or anything that we do under them.
8. Registry requirements are for the benefit of registry operators and us, not for the benefit of you or other registrants. You can never oblige us to enforce registry requirements against other people.

## 7. Domain names are licensed, not owned

---

1. You acknowledge that the right to use a domain name is by way of licence. A registrant is a licensee of a domain name, not its owner.
2. Expressions such as 'applying for a domain name', 'registering a domain name' and 'transferring a domain name' (and so on) are to be read merely as contractions of 'applying for a domain name licence', 'registering a domain name licence' and 'transferring a domain name licence' (and so on).
3. A domain name licence is subject to its licence terms. It may not be used in breach of its licence terms. Many of those terms are registry requirements, beyond our control.

## 8. Applying for a domain name

---

1. To apply for a domain name, you must:
  1. complete our application form;
  2. agree to these terms;
  3. submit the registration fee; and
  4. satisfy any other requirements we notify to you.
2. Application does not assure you of a domain name, even if a preliminary search indicates that the domain name is available for registration.
3. Your application is successful if and only if:
  1. you have paid the registration fee, and your payment has been honoured;
  2. your application complies with the requirements and policies of the applicable registry operator;
  3. the applicable registry operator approves your application and permits the registration; and
  4. we have notified you in writing that your application has been finally approved -

but subject to those requirements, the period of your domain name licence is taken to commence on the date you applied for it.

4. You acknowledge that registry operators reserve arbitrary rights to reject registrations at any time. You must not assume that your application will be successful, or take any step or spend any money on the assumption that it will be.

## 9. Period of registration

---

1. A domain name licence has a fixed period.
2. For some types of domain names, there is a choice of periods. Our application form will indicate the period/s that you may apply for. You may choose only one. If you become the registrant of the domain name, the licence period will be the one you applied for.

## 10. Renewal of registration

---

1. You may renew your registration of a domain name in accordance with these terms and registry requirements.
2. You are responsible for renewing your registration, and if you fail to do so before the end of the licence term, the domain name may be available for registration by third parties.
3. You release us from any claim arising out of your failure to renew registration.
4. We may elect to send you a renewal notice as a courtesy, but:
  1. we are never obliged to do so; and
  2. you have no claim against us if we do not do so, or if our notice does not reach you.
  3. you do not have to renew your registration, or pay any fee indicated by the reminder notice, unless you choose to do so.
5. If we send you a renewal notice, you may:
  1. choose to renew your registration - and that means you must pay the fee indicated; or
  2. let the registration lapse - and that means you need not pay the fee.

## 11. Applying for renewal

---

1. To renew a domain name, you must:
  1. complete our renewal procedure;
  2. agree to these terms (as in force at the time of renewal);
  3. submit the renewal fee; and
  4. satisfy any other requirements we notify to you.
2. Your renewal is successful if and only if:
  1. you have paid the renewal fee, and your payment has been honoured;
  2. your renewal complies with the requirements and policies of the applicable registry operator;
  3. the applicable registry operator approves your renewal; and
  4. we have notified you in writing that your application has been finally approved -  
  
but subject to those requirements, the period of your renewed domain name licence is taken to commence on the date your previous licence expired.
3. If we notify you that receipt of a renewal and / or a renewal fee is required to be lodged or paid some time before the domain name has actually expired, you may lose any right to renew if you do not lodge and pay by that time.
4. If you wish to renew a domain name that is licensed by a non-Australian registry operator, you must always lodge your application and renewal fee in time to meet any cut off date imposed by the registry operator.

## 12. Period of renewed registration

---

1. Our web site will indicate the renewal period/s that you may apply for. You may choose only one.
2. If your renewal is successful, the renewed licence period will be the one you applied for.
3. Subject to registry requirements, there is no limit to the number of times you may renew a registration.

## 13. Transfers

---

1. There are several types of 'transfer' that may affect a domain name registration:

1. a 'member to member transfer' - where we are registrar of record both before and after transfer;
  2. a 'transfer in' - where (a) there is a change of registrant and (b) we become the registrar of record as a result of the transfer;
  3. a 'transfer out' - where (a) there is a change of registrant and (b) we cease to be the registrar of record as a result of the transfer;
  4. a 'registrar transfer in' - where (a) there is no change of registrant and (b) we become the registrar of record as a result of the transfer;
  5. a 'registrar transfer out' - where (a) there is no change of registrant and (b) we cease to be the registrar of record as a result of the transfer.
2. Various terms and registry requirements apply to different transfers.

## 14. Member to member transfer

---

1. A member to member transfer must comply with this clause.
2. Transferor and transferee must both be current members.
3. The transferor must initiate the transfer process.
4. The parties must use our online transfer system and comply with our such procedure as we specify.
5. The transfer is subject to and must comply with such procedure as we specify.
6. The transferor must pay any outstanding fees they owe us.
7. The transferor relinquishes their registration of the domain name after the transfer.
8. The transferor releases us from any claims arising under or in relation to this agreement and / or their domain name registration and / or its transfer as soon as the transfer is effected.
9. The transferee must enter into a registration agreement with us, with a term of at least a year.
10. The transferee must provide us with all the information required by the online transfer system, and our procedure and policy and warrants that it is complete and accurate.

## 15. Transfers - general

---

1. You may transfer a domain name registration subject to:
  1. registry requirements, and
  2. this clause.
2. If we consider that a transfer is taking place, or has taken place:
  1. because of an administrative error or oversight by us or anyone else; or
  2. because of illegal, unfair or unethical conduct by you or anyone else -

we may suspend or reverse the transfer - a 'slip correction'.
3. We are not liable to you for any consequence of a slip correction or the circumstances that gave rise to it, but if the circumstances were not your fault you can apply for a refund of any fees you paid to us for the transfer.

## 16. Fees

---

1. We publish current charges for our services on our web site. We can change them at will, but changes are not retrospective.
2. The charges for a service are the ones published at the time you request it.
3. You must pay our charges for all services you request and / or use.
4. Charges that you pay are non-refundable.

5. Domain name registration fees are payable when you apply to register. If your payment is not honoured, your application is void.
6. Domain name renewal fees are payable before the current registration period ends. If you do not pay by then:
  1. we may place the domain name on hold for 30 days; and
  2. if you have not paid within those 30 days, we may cancel your registration.

## 17. Credit card chargebacks

---

1. You must not seek to reverse a credit card transaction in our favour ('chargeback').
2. If you do initiate a chargeback, we may:
  1. hold you to the transaction, resist the chargeback and charge you our reasonable costs of doing so; or
  2. cancel your domain name registration or renewal.
3. If you have initiated a chargeback, we may decline to provide you with further services until you have paid our reasonable costs and expenses arising from it.

## 18. Cancellation of registration

---

If your domain name registration is cancelled under these terms or a registry requirement:

1. a third party may register it instead of you; and
2. you release us from any claim arising from the cancellation.

## 19. Taxes

---

The charges payable under these terms are exclusive of all government charges, taxes, duties and levies and you must pay any and all such charge, taxes, duties and levies arising out of or in connection with these terms. In particular, you must pay to us any amount (VAT or GST or its equivalent) which we are obliged to pay as a result of any supply made or deemed to be made or other matter or thing under or in connection with these terms.

## 20. Your promises to us

---

You promise us that if you:

- apply to register a domain name;
- use a domain name;
- renew a domain name;
- transfer a domain name to another person; or
- take a transfer of a domain name from another person -

through our service, then:

1. you have all the legal rights that you need in order to do so;
2. you are not infringing the rights of any third party in doing so;
3. all information that you provide to us is complete and accurate; and
4. you do not have an illegal purpose and are not engaging in illegal conduct.

## 21. Permitting a third party to use your domain name

---

1. You are responsible for everything done with or by means of your domain name.
2. If you permit anyone else to use your domain name in any way, their acts and omissions with respect to it count as your acts and omissions.

## 22. Spam

---

You must never use your domain name, or allow anyone else to use it, to send unsolicited commercial email.

## 23. Personal information

---

1. Our privacy statement and privacy policy are located at:
    - [http://www.planetdomain.com/privacy\\_popup.jsp](http://www.planetdomain.com/privacy_popup.jsp)  
respectively.
- >
1. You must provide us with all the information we request in a 'compulsory' field of a service application. If you do not, we may not be able to provide the service.
  2. You:
    1. warrant that all information that you provide to us is complete, accurate and up to date; and
    2. must promptly notify us if any of it changes.
  3. It is a registry requirement that information submitted to a registry operator is true, accurate and that you keep it up to date.
  4. We may use any information that we hold about you as part of the normal registries and databases we produce for the purpose of running our service or our business.
  5. We may disclose any information that we hold about you to ICANN and / or a registry operator if they request it.
  6. We may disclose any information that we hold about you to a third party who helps us to operate our service or our business (e.g. outsourced service provider). We will not permit such a third party to use the information for any purpose that we may not use it for.

## 24. Applicable law

---

Except where the laws of another jurisdiction are mandatorily applicable, these terms are to be construed in accordance with the law of the State of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State and also of the courts having jurisdiction at the place of your address as shown for the registration of the domain name in our Whois database at the time relevant proceedings are commenced.

## 25. Entire agreement

---

These terms represent the entire agreement between us and you. Together, they supersede all prior agreements, arrangements and undertakings between the parties.

## 26. Waiver

---

1. A waiver by us of a provision or right under this agreement is binding on it only if it is given in writing and signed by our authorised officer.
2. A waiver is effective only in the specific instance and for the specific purpose for which it is given.
3. Failure by us to exercise or delay in exercising a right under this agreement does not prevent our exercise or operate as a waiver.

## 27.Relationship

---

The relationship of the parties is that of service provider and customer and not joint venturers, licensee and licensor, equity partners or principal and agent.

## 28.Further assurance

---

You must promptly at our request execute and deliver such further documents and do such further acts as are reasonably necessary to give full effect to your obligations under these terms.

## 29.Releases and indemnities

---

1. This clause is in addition to any other release or indemnity that you give us under these terms.
2. You indemnify us against any dispute between you and a third party with respect to a domain name, its registration, ownership, transfer, cancellation or use.
3. You must indemnify, defend and hold harmless:
  1. in all cases: us;
  2. in relation to a gTLD: Verisign, Inc;
  3. in relation to a dotbiz: NeuLevel, Inc;
  4. in relation to a dotinfo: Afilias Limited;
  5. in relation to a dotorg: Public Interest Registry; and
  6. in relation to any other domain name: its registry operator (e.g. Neustar for a .us domain name, CentralNIC for .us.com, .eu.com and .uk.co domain names, and AusRegistry as applicable) -

and all directors, officers, employees, agents, and affiliates of any of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to your domain name registration or your use of a domain name.

4. You release, indemnify and hold us harmless from all liabilities, claims, damages, costs and expenses of third parties relating to or arising under these terms or your use of our services.
5. Each indemnity and release you give us or anyone else under these terms survives the termination or expiration of any registration agreement.

## 30.Limitation of liability

---

1. Some laws - particularly the *Trade Practices Act 1974* - may give you rights and remedies that cannot be changed or excluded by these terms. These terms are subject to those laws, and must be read and understood subject to them.
2. Nothing in these terms excludes, restricts or modifies any condition, warranty, right or remedy implied or imposed by any law if it cannot lawfully be excluded, restricted or modified.
3. If we supply you with goods or services that are of a kind ordinarily acquired for domestic, personal or household use, you have certain rights under the *Trade Practices Act 1974* that these terms cannot change or exclude. But in any case where we are allowed to limit it, our liability for

such breaches is limited, at our choice to:

1. in the case of goods:
  1. replacing the goods or supplying equivalent goods;
  2. repairing the goods;
  3. paying for the cost of replacing the goods or buying equivalent goods; or
  4. paying for the cost of repairing the goods, and
2. in the case of services:
  1. supplying the services again, or
  2. paying for the cost of supplying the services again.
4. Subject to clauses 30, 30 and 30 and to the extent permitted by law:
  1. all express or implied representations, conditions, warranties and remedies relating to our services are excluded;
  2. we are not liable for any indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss of anticipated savings that you incur or suffer in any way, whether:
    1. we caused it by our negligence; or
    2. we knew or should have known of the possibility of such loss or damage; and
  3. our maximum aggregate liability, whether for breach of these terms or in negligence or in any other tort or for any other common law or statutory cause of action or otherwise is the amount you paid to us for our services during the 30 day period immediately before the time your cause of action arose (but this does not apply in the case of a claim that we have caused injury to or the death of any person).

### **31.Termination**

---

1. If you are in breach of these terms or any registry requirement we may give you a notice identifying the breach and requiring that you remedy it within five days.
2. If you do not comply with our breach notice, we may cancel the registration of any domain name that the breach relates to.
3. If we give a breach notice, we may suspend services to you, including procuring suspension of any domain name that the notice relates to, until the breach is remedied or the registration is cancelled.
4. You release us from any claim arising from anything we do under this clause.

### **32.Right to deny, cancel, suspend or transfer domain name or other services**

---

1. In addition to any other options, we may, in our discretion, without notice, refuse to register, or cancel, suspend or transfer any domain name or other service if we believe it is necessary to protect the integrity or stability of the registry, to comply with any applicable laws, lawful requests from a law enforcement agency, any applicable dispute resolution process, or to protect the name pending resolution of a dispute or to avoid any liability, civil or criminal, on our part.
2. We may maintain a suspension under this clause until we are satisfied that the allegation is not valid.
3. If a suspension continues for 30 days, we may terminate the registration at our discretion.
4. You release us from any claim arising from anything we do under this clause.

### **33.Authority from registrant**

---

1. We may act on instructions apparently from a person who appears to us to be the registrant or a person acting under the authority of the registrant, without being under any obligation to do so if

we have actual notice that there is a dispute as to the authority of that person. In addition to any other options, we may, without being obliged to do so, suspend or place on registrar lock and/or hold a domain name in respect of which there is a dispute as to the authority of any person in relation to that name.

2. You release us from any claim arising from anything we do under this clause.

## 34. Notices

---

1. We can give you any notice or communication:
  1. by emailing the notice (or a hyperlink to a web page that contains the notice) to the most recent email address you supply to us;
  2. by fax to the most recent fax number you supply to us;
  3. by ordinary mail or hand delivery to the most recent postal address you supply to us, or (if you are a company) to your registered office;
  4. by hand delivery to you; or
  5. in any other way permitted by law.
2. Any notice or other communication that we send you is deemed to have been received by you as follows:
  1. if it (or a hyperlink to it) is emailed: one hour after it leaves our mail server;
  2. if it is faxed: when our fax machine issues a successful delivery record;
  3. if it is mailed: at 10 a.m. on the second business day after posting;
  4. if it is hand delivered to you or your postal address or (if you are a company) your registered office: at the time of delivery;
  5. if it is delivered in another way permitted by law: at the time when it would have been delivered in the normal course of that way of delivery.
3. A notice from us need not be signed.

## 35. Amending these terms

---

1. We may amend these terms by publishing the amendments on our web site.
2. Amended terms take effect when they are published, unless they specify a later time or date.
3. We may amend these terms with retrospective effect in response to any illegal or antisocial conduct that is taking place or seems likely.
4. New and amended registry requirements take effect as indicated by clause 6.
5. Otherwise, amendments only apply after they are published.

## 36. Matters beyond our control

---

We are not responsible for any delay in performing or failure to perform an obligation to you as a result of any matter beyond our reasonable control.

## 37. gTLD terms Global Top Level Domains CLAUSES 38 TO 61

---

1. The following clauses 38 to 61 apply only with respect to Global Top Level Domains.
2. Clauses 43 to 51 only apply to dotbiz gTLDs.
3. Clauses 55 to 61 only apply to dotinfo gTLDs.

## 38.Transfer

---

You may not effect a transfer of a gTLD domain name within 60 days after you:

1. first register it; or
2. acquire it by transfer.

## 39.Registrar transfer-out

---

1. This clause is subject to clause 38.
2. We may decline to effect a registrar transfer-out of a gTLD if:
  1. you owe us any money;
  2. you appear to be insolvent;
  3. there is a dispute over the domain name; or
  4. there is some other reason that we consider sufficient.
3. Otherwise, you may effect a registrar transfer-out of a gTLD in accordance with our Policy for Transfer to another Registrar and Procedure for Transfer to another Registrar.

## 40.Disputes over gTLD domain names

---

1. It is a registry requirement that you submit to ICANN's Uniform Domain Name Dispute Resolution Policy as published from time to time.
2. You must comply with that policy.
3. You release us from any claim that arises from anything we do, or anything that happens, in accordance with that policy.

## 41.Other registry requirements for gTLD domain names

---

1. Other registry requirements for gTLD domain names include:
  1. any requirements published by an applicable registry operator -  
  
and you acknowledge that your domain name licence is subject to these and any other registry requirements.
1. You must comply with those requirements.
2. You release us from any claim that arises from anything we do, or anything that happens, in accordance with those requirements.

## 42.Dotbiz special terms CLAUSES 43 TO 51 APPLY TO dotbiz gTLDs

---

Clauses 43 to 51 only apply to dotbiz gTLDs.

## 43.Limitation on use of dotbiz domain names

---

1. Dotbiz domain names may be used or intended to be used primarily for *bona fide* business or commercial purposes.
2. '*Bona fide* business or commercial use' - in these terms or in the dotbiz Registration Restrictions

('Restrictions') - means the *bona fide* use or *bona fide* intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

1. to exchange goods, services, or property of any kind;
2. in the ordinary course of trade or business; or
3. to facilitate (i) the exchange of goods, services, information, or property of any kind; or, (ii) the ordinary course of trade or business -

but registering a domain name solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a '*bona fide* business or commercial use' of that domain name.

#### 44.Warranty

---

You hereby warrant and certify to us and to NeuLevel, Inc that to the best of your knowledge, regarding a dotbiz domain name that you register:

1. it will be used primarily for *bona fide* business or commercial purposes and not:
  1. exclusively for personal use; or
  2. solely for the purposes of
    1. selling, trading or leasing the domain name for compensation, or
    2. the unsolicited offering to sell, trade or lease the domain name for compensation.
2. you have the authority to enter into a registration agreement; and
3. the domain name is reasonably related to your business or intended commercial purpose at the time of registration.

#### 45.Registrar transfer in and registrar transfer out

---

1. A registrar transfer in or registrar transfer out of a dotbiz domain name is subject to the Policy On Transfer Of Sponsorship Of Registrations Between Registrars.
2. That policy is a registry requirement.
3. An effect of that policy is that you will be prohibited from a registrar transfer out during the first 60 days after initial registration of the domain name with us. Beginning on the 61st day after the initial registration with us, the procedures registrar transfer out set forth in the above policy apply.

#### 46.Provision of registration data

---

1. You must provide us with certain information and update this information to keep it current, complete and accurate. This information includes:
  1. your full name, postal address, e-mail address, voice telephone number, and fax number if available;
  2. the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation;
  3. the IP addresses of the primary nameserver and any secondary nameserver(s) for the domain name;
  4. the corresponding names of those nameservers;
  5. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
  6. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;

7. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and
  8. any remark concerning the registered domain name that should appear in the Whois directory.
2. The foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN / Registry Policy and may be sold in bulk in accordance with the ICANN Accreditation Agreement (the 'ICANN Agreement'), available at ICANN's website.

#### 47. Inaccurate or unreliable data

---

1. You warrant and represent to us and to NeuLevel, Inc that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date.
2. If:
  1. you provide inaccurate or unreliable information;
  2. you fail to promptly update information provided to us;
  3. you fail to respond for over five calendar days to our inquiries (or those of NeuLevel, Inc) addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account -you have breached of your registration agreement.
2. Any information we collect concerning an identified or identifiable natural person ('Personal Data') may be used in connection with the registration of domain name(s) or for the purposes of the registration agreement or as required or permitted by the ICANN Agreement or any ICANN/Registry Policy.

#### 48. Reservation of certain rights

---

1. We and NeuLevel, Inc each expressly reserve the right to deny, cancel or transfer any dotbiz registration as we deem necessary, in our discretion:
  1. to protect the integrity and stability of the registry;
  2. to comply with any applicable laws, government rules or requirements, requests of law enforcement;
  3. in compliance with any dispute resolution process; or
  4. to avoid any liability, civil or criminal, on the part of us and / or NeuLevel, Inc, or their affiliates, subsidiaries, officers, directors and employees.
2. We and NeuLevel, Inc each also reserve the right to suspend a dotbiz domain name during resolution of a dispute.

#### 49. Disputes over dotbiz domain names

---

1. It is a registry requirement that you submit to ICANN's Uniform Domain Name Dispute Resolution Policy as published from time to time.
2. You must comply with that policy.
3. You release us from any claim that arises from anything we do, or anything that happens, in accordance with that policy.

#### 50. Other disputes involving dotbiz domain names

---

1. It is a registry requirement that you submit to the following policies as published from time to time:
  1. the Start-up Trademark Opposition Policy ('STOP'), at [www.neulevel.com/countdown/stop.html](http://www.neulevel.com/countdown/stop.html); and
  2. the Restrictions Dispute Resolution Criteria and Rules, at [www.neulevel.com/countdown/rdrp.html](http://www.neulevel.com/countdown/rdrp.html).
2. You must comply with those policies.
3. You release us from any claim that arises from anything we do, or anything that happens, in accordance with those policies.

## 51. Other registry requirements for dotbiz domain names

---

Other registry requirements for dotbiz domain names include:

1. the Restrictions at [www.neulevel.com/countdown/registrationRestrictions.html](http://www.neulevel.com/countdown/registrationRestrictions.html);
2. the ICANN policies and agreements referred to above;
3. any ICANN-mandated requirements and consensus policies as amended at any time;
4. ICANN standards, policies, procedures, and practices for which NeuLevel, Inc has monitoring responsibility in accordance with its Registry Agreement or other arrangement with ICANN; and
5. operational standards, policies, procedures, and practices for the dotbiz Registry TLD as established, added to or amended from time to time by NeuLevel, Inc;
6. NeuLevel, Inc's operational standards, policies, procedures, and practices for its IP Claim service;
7. compliance with applicable statutes and regulations limiting the domain names that may be registered -

and you acknowledge that your domain name licence is subject to these and any other registry requirements.

## 52. Dotorg special terms CLAUSES 53 TO 54 APPLY TO dotorg gTLDs

---

Clauses 53 to 54 only apply to dotorg gTLDs.

## 53. Registry requirements for dotorg domain names include:

---

1. all applicable ICANN policies and agreements;
2. any ICANN-mandated requirements and consensus policies as amended at any time;
3. ICANN standards, policies, procedures, and practices for which Public Interest Registry has monitoring responsibility in accordance with its Registry Agreement or other arrangement with ICANN; and
4. operational standards, policies, procedures, and practices for the dotorg Registry TLD as established, added to or amended from time to time by Public Interest Registry;
5. compliance with applicable statutes and regulations limiting the domain names that may be registered -

and you acknowledge that your domain name licence is subject to these and any other registry requirements.

## 54. Registrar transfer in and registrar transfer out

---

1. A registrar transfer in or registrar transfer out of a dotorg domain name is subject to the Policy

On Transfer Of Sponsorship Of Registrations Between Registrars.

2. That policy is a registry requirement.
3. An effect of that policy is that you will be prohibited from a registrar transfer out during the first 60 days after initial registration of the domain name with us. Beginning on the 61st day after the initial registration with us, the procedures registrar transfer out set forth in the above policy apply.

## **55. Dotinfo special terms CLAUSES 56 TO 61 APPLY TO dotinfo gTLDs**

---

Clauses 56 to 61 only apply to dotinfo gTLDs.

## **56. Personal information**

---

1. You consent to the use, copying, distribution, publication, modification, and other processing of the your personal information that we hold by Afilias Limited, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract with ICANN, available at <http://www.icann.org/tlds/>
2. You also consent to the use, copying, distribution, publication, modification and other processing of your personal data by Afilias Limited and its designees and agents.
3. You must immediately correct and update the registration information for any domain name during its licence period, and failure to correct this information shall constitute a breach of your registration agreement.

## **57. Disputes over dotinfo domain names**

---

1. It is a registry requirement that you submit to ICANN's Uniform Domain Name Dispute Resolution Policy as published from time to time.
2. You must comply with that policy.
3. You release us from any claim that arises from anything we do, or anything that happens, in accordance with that policy.

## **58. Other matters involving dotinfo domain names**

---

1. It is a registry requirement that you comply with the requirements set forth by Afilias Limited for domain names registered during the Sunrise Period (an explanation of which can be found at <http://www.afilias.info/faq/sunrise.html>), including the mandatory Sunrise Dispute Resolution Policy, available at <http://www.afilias.info/faq/sunrise-challenge.html> . These policies are subject to modification by the registry operator.
2. You must comply with those requirements and policies.
3. You release us from any claim that arises from anything we do, or anything that happens, in accordance with those requirements and policies.

## **59. Further rights of dotinfo registry operator**

---

1. You acknowledge that Afilias Limited will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period (an explanation of which can be found at <http://www.afilias.info/faq/start-up.html>), including, without limitation: (a) your ability or inability to obtain a domain name during either the Sunrise or Land Rush periods, and (b) the results of any dispute over a domain name registration which is processed during the Sunrise period.

2. We and Afiliás Limited expressly reserve the right to deny, cancel or transfer any registration that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any applicable dispute resolution process, or to avoid any liability, civil or criminal, on the part of us and/or Afiliás Limited as well as the affiliates, subsidiaries, officers, directors and employees of either of us.
3. We and Afiliás Limited each also reserve the right to suspend a dotinfo domain name during resolution of a dispute.

## 60. Other registry requirements for dotinfo domain names

---

Other registry requirements for dotinfo domain names include:

1. all applicable ICANN policies and agreements;
2. any ICANN-mandated requirements and consensus policies as amended at any time;
3. ICANN standards, policies, procedures, and practices for which Afiliás Limited has monitoring responsibility in accordance with its Registry Agreement or other arrangement with ICANN; and
4. operational standards, policies, procedures, and practices for the dotinfo Registry TLD as established, added to or amended from time to time by Afiliás Limited;
5. compliance with applicable statutes and regulations limiting the domain names that may be registered -

and you acknowledge that your domain name licence is subject to these and any other registry requirements.

## 61. Registrar transfer in and registrar transfer out

---

1. A registrar transfer in or registrar transfer out of a dotinfo domain name is subject to the Policy On Transfer Of Sponsorship Of Registrations Between Registrars.
2. That policy is a registry requirement.
3. An effect of that policy is that you will be prohibited from a registrar transfer out during the first 60 days after initial registration of the domain name with us. Beginning on the 61st day after the initial registration with us, the procedures registrar transfer out set forth in the above policy apply.

## 62. Australian domain names CLAUSES 63 TO 77 APPLY TO .au domain names

---

Clauses 63 to 77 only apply to domain names that end in .au

## 63. Limited agency

---

1. We act as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred on it under these terms (auDA terms).
2. In relation to the auDA terms only, 'we' or 'us' means 'PlanetDomain Pty Ltd ACN 122 194 745 and auDA jointly and severally'.

## 64. Registry requirements

---

1. There are registry requirements for a domain name that ends in .au including:
  1. auDA's published policies;

2. the .au Dispute Resolution Policy (auDRP), and such other dispute resolution policy which auDA may adopt from time to time; and
  3. any requirements published by an applicable registry operator.
2. You must comply with those requirements and policies.
  3. You release us from any claim that arises from anything we do, or anything that happens, in accordance with those requirements and policies.

## 65. Summary of terms and conditions

---

The following is a summary of these terms and conditions, but does not limit the operation of the full terms and conditions in any way.

1. If your application for a domain name is accepted and approved, you will be granted a two year domain name licence for that domain name.
2. You are required to make several statements to us in relation to your domain name application - please read them carefully to ensure that those statements are correct.
3. You are entitled to transfer your domain name registration to another registrar, and we will facilitate such transfer for you according to our obligations under auDA's published policies.
4. You are bound by the .au Dispute Resolution Policy (auDRP) in relation to your registered domain name, as well as such other dispute resolution policy which may be adopted by auDA from time to time.
5. You accept that our liability to you under these terms and conditions is limited.

## 66. General

---

You are bound by these terms, even if you have entered into this document through an agent, and even if you licence the use of the domain name to another person.

## 67. Domain name application and registration

---

1. Your application for a domain name must be in the form prescribed under the published policies. The domain name must comply with the published policies.
2. You accept that even if we have accepted and approved your domain name application, the application may still be rejected by the registry operator in performing its final integrity checks. Any approval we give you prior to that is conditional and preliminary only.
3. You accept that neither you, nor we, have any proprietary right arising from the registered domain name, or the entry of a domain name in the domain names registry.
4. All personal information pertaining to you is held by auDA for the benefit of the Australian public.

## 68. Domain name licence

---

1. Your domain name licence will be effective for a two year period, once:
  1. your application is accepted and approved by us and by the registry operator, and
  2. you have paid the applicable fees, unless it is cancelled earlier under these terms or under any published policies.
2. Your domain name licence may be renewed every two years, as long as you:
  1. pay the applicable renewal fees, and
  2. continue to meet the eligibility criteria prescribed in the published policies.
3. You accept that it is your responsibility to ensure that your domain name licence is renewed.
4. You may cancel your domain name licence at any time by notifying us in writing.
5. We may cancel your domain name licence if you breach any provision of these terms.

## 69. Your statement to us

---

1. You confirm and state to us and to auDA separately that:
  1. all the information set out in your domain name application, and all information you give us, is true and correct, and not misleading or deceptive; and
  2. you meet, and continue to meet, the eligibility criteria prescribed in the published policies for registering the domain name, and
  3. you have not previously submitted for registration with another registrar, a domain name which is the same as the domain name, in circumstances where:
    1. you are relying upon the same eligibility criteria for both domain names, and
    2. the domain name has previously been rejected by the other registrar, and
    3. your registration or use of the domain name does not infringe any person's legal rights.
2. You accept that if any of the above statements is found to be incorrect, then either we or auDA may cancel your Domain Name Licence.
3. You agree to indemnify us and auDA separately for any loss or damage suffered by us or auDA as a result of any of us relying upon your above statements.

## 70. Our obligations to you

---

1. Once your domain name application is accepted and finally approved, we will cause your domain name details to be entered in the domain names registry.
2. We will give you immediate notice if:
  1. we are no longer an accredited registrar; or
  2. our auDA Accreditation is suspended or terminated; or
  3. our registrar agreement with auDA is terminated by auDA.
3. auDA may post notice of:
  1. the fact that we are no longer an accredited registrar; or
  2. the suspension or termination of our auDA Accreditation; or
  3. the termination of our registrar agreement with auDA -

on its web site, and may, if it considers appropriate, give such notice to you directly.

## 71. Your obligations to us

---

1. Throughout the period of your domain name licence, you must:
  1. comply with the published policies, and
  2. give notice to the registry operator (through us) of any change to any information which you have given us.
2. You must not, directly or indirectly, through registration or use of the domain name or otherwise:
  1. register a domain name for the purpose of selling it, or
  2. register a domain name for the purpose of diverting trade from another business or web site, or
  3. deliberately register misspellings of another entity's company or brand name in order to trade on the reputation of another entity's goodwill, or
  4. register a domain name and then passively hold a domain name licence for the purpose of preventing another person from registering it.
3. You must not:
  1. transfer or purport to transfer a proprietary right in any domain name registration, or
  2. grant or purport to grant a registered domain name as security, or
  3. encumber or purport to encumber a domain name licence.

## 72. Use of your information

---

You authorise:

1. auDA, to publicly disclose to third parties, all information relation to the registered domain name in accordance with the published policies;
2. us, to disclose to the registry operator, all information which are reasonably required by the registry operator in order to register the domain name in the domain names registry;
3. the registry operator, to publicly disclose to third parties, all information relation to the registered domain name to enable the registry operator to maintain a public WHOIS service, provided that such disclosure is consistent with the National Privacy Principles, and the published policies.

## 73. Dispute resolution

---

1. auDA has in place a dispute resolution called the auDRP (which stands for .au Dispute Resolution Policy), which applies in the event of a dispute between a registrar and a domain name licence holder, or between a domain name licence holder and a third party, in relation to entitlements to domain names.
2. The auDRP binds you and us as if it were incorporated in these terms.
3. You accept that:
  1. auDA may develop and implement other dispute resolution policies which are accessible by you as an alternative and further to any complaints handling procedure adopted by us; and
  2. such policies bind you and us as if they were incorporated in these terms; and
  3. all such policies are registry requirements.

## 74. Transfer of registrars

---

1. We will ensure that you can easily effect a registrar transfer-out in accordance with the published policies. The published policies will address such matters as:
  1. the maximum fees which we can charge you for such transfer,
  2. when we are not allowed to charge you fees,
  3. the conditions under which we must transfer the registered domain name, and
  4. the conditions under which we are entitled not to transfer the registered the domain name.
2. If:
  1. we are no longer an accredited registrar, or
  2. our auDA Accreditation is suspended or terminated, or
  3. our registrar agreement with auDA is terminated by auDA -

then we will transfer the registered domain name to a new registrar in accordance with the published policies within 30 days of a written notice being provided to you by auDA.

1. If our registrar agreement with auDA is terminated, we will not charge you any fee for the transfer of the registered Domain Name to another registrar.

## 75. Limitation of liability

---

1. You must not pursue any claim against auDA or against us, and neither auDA nor we are liable to you for any direct, indirect, special, punitive, exemplary or consequential damages, including but not limited to damages resulting from loss of use, lost profits, lost business revenue or third parties damages, arising from any breach by us of our obligations under these terms, or under our registrar agreement with auDA.
2. You accept and agree that if we have any outstanding fees owing to auDA, which gives auDA a right to terminate our registrar agreement with auDA, then auDA may in its sole discretion terminate the registrar agreement.
3. You accept and agree that neither auDA nor we are responsible for the use of any domain name

in the domain names registry, and that auDA is not responsible for any conflict or dispute with any actual or threatened claim against a registrar or a domain name licence holder, including one relating to registered or unregistered trademark, a corporate, business or other trade-name, rights relating to a name or other identifying indicium or of an individual or other intellectual property rights of a third party or relating to the defamation or unlawful discrimination with respect to any other person.

4. Despite any other provision of these terms, and to the fullest extent permitted by law, neither auDA nor we are liable to you for consequential, indirect or special losses or damages of any kind (including without limitation, loss of profit, loss or corruption of data, business interruption or indirect loss) suffered by you as a result of any act or omission whatsoever of auDA or us, and our respective employees, agents, or sub-contractors.
5. Nothing in these terms is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

## 76.General

---

1. In these terms:
  1. a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
  2. a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
  3. headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this document; and
  4. where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.
2. All previous agreements, statements, explanations and commitments, expressed or implied, affecting the subject matter of these terms are superseded by these terms and have no effect
3. If a provision in these terms is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary, or severed if necessary, to ensure that it is not illegal, invalid, void, voidable or unenforceable.
4. These terms are governed by and is to be construed in accordance with the laws of Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and waives any right to object to proceedings being brought in those courts.

## 77.Your warranties, etc.

---

You:

1. warrant that all the information contained in your application for a domain name licence, and all supporting documents provided to us, are true and accurate to the best of your knowledge;
2. warrant that you satisfy auDA's policies, rules and all registry requirements;
3. permit us to contact third parties, investigate, request and obtain additional information and documentation, and otherwise verify the information contained in your application; and
4. waive liability on our part for our actions in verifying the information provided in your application, and on the part of any third parties who provide truthful, material, relevant information about you;
5. waive liability on our part if your application is accepted or rejected on the basis of any false or misleading information;
6. acknowledge that if your application is accepted on the basis of any false or misleading information, we and auDA reserve the right to cancel your domain name licence at any time; and
7. acknowledge that your entitlement to a domain name may be challenged by a third party with legitimate rights in the domain name.

## 78.UK DOMAIN NAMES CLAUSES 79 TO 80 ONLY APPLY

---

Clauses 79 to 80 only apply to domain names that end in .uk

## 79.Registry requirements - contract with Nominet UK

---

1. There are registry requirements for a domain name that ends in .uk that:
  1. you enter a separate contract with Nominet UK (company number 3203859) on the terms at [www.nominet.org.uk/registrants/legal/terms/](http://www.nominet.org.uk/registrants/legal/terms/); and
  2. you comply with the DRS Policy at [www.nominet.org.uk/disputes/drs/policy/](http://www.nominet.org.uk/disputes/drs/policy/);
  3. you comply with the DRS Procedure at [www.nominet.org.uk/disputes/drs/procedure/](http://www.nominet.org.uk/disputes/drs/procedure/);
  4. you comply with the rules at [www.nominet.org.uk/registrants/legal/rules/](http://www.nominet.org.uk/registrants/legal/rules/)
2. You must enter that contract and comply with the contract and those policies.
3. You warrant to us that you have accepted the terms of the contract.
4. You release us from any claim that arises from anything we do, or anything that happens, in accordance with that contract and those policies.

## 80.Acting as your agent with Nominet UK

---

You release us from and indemnify us against any claim, harm, loss or damage that you may suffer or incur in connection with our acting as your agent for the purposes of your contract with Nominet UK, whether arising out of breach of contract, negligence, breach of fiduciary duty or howsoever otherwise.

## 81.EUROPEAN DOMAIN NAMES CLAUSES 82 TO 84 APPLY

---

Clauses 82 to 84 only apply to European domain names.

## 82.Registry requirements

---

1. There are registry requirements for European domain names that:
  1. you must submit to the terms of use and registry requirements of their respective registries; and
  2. you must submit to the terms and requirements of WebWide Internet Communication GmbH.
2. You must submit to and comply with those terms and requirements.
3. You release us from any claim that arises from anything we do, or anything that happens, in accordance with those terms and requirements.

## 83.Application of gTLD terms

---

The use of European domain names is governed by the general terms of use listed above that apply to gTLDs.

## 84.Redelelegation Fees

---

European domain names may be subject to fees for redelegation.

## **85.CANADIAN DOMAIN NAME SPECIAL TERMS CLAUSE 86 APPLIES**

---

Clause 86 only applies to domain names that end in .ca

### **86.Registry requirements - contract with World Domain Registry, Inc**

---

1. There are registry requirements for a domain name that ends in .ca that:
  1. you enter a separate contract with World Domain Registry, Inc;
  2. you submit to and comply with all CIRA Policies, Rules, Procedures, and Agreements, Dispute Resolution Process documents at [www.cira.ca/en/officials.html](http://www.cira.ca/en/officials.html).
2. You must enter that contract and comply with the contract and those policies, procedures and agreements.
3. You warrant to us that you have accepted the terms of the contract.
4. You release us from any claim that arises from anything we do, or anything that happens, in accordance with that contract and those policies, procedures and agreements.

## **87.NEW ZEALAND DOMAIN NAMES (.NZ) CLAUSES 87-101 APPLY**

---

Clauses 87-101 apply only to New Zealand domain names that end in .nz

### **88.Our obligations (New Zealand domain names (.nz))**

---

We agree that we will:

1. comply with all .nz policies and accurately represent these to you;
2. disclose accurately and completely all our terms and conditions associated with your use of our services to register and maintain a domain name sought to be used by you, including price and billing information;
3. comply with your lawful directions in a diligent and timely manner regarding your .nz domain name, (for example, registration, cancellation, amendment, deletion, and associated technical support and billing);
4. process any new .nz domain name registrations with the registry within 24 hours from the time we receive all the information required to complete a registration if it is within our advertised business hours of 9:00 am.- 5:00 pm Monday-Friday, and otherwise within 48 hours;
5. notify you of the registration of your domain name(s), including the details of: the domain name, your contact details, our contact details, the registration period, the unique authentication ID for your domain name and your obligations as a registrant;
6. arrange for correction of any error in the information in the register about any domain name registered to you when requested;
7. provide to you, or to someone we reasonably believe to be acting on your behalf, the unique authentication ID for your domain name when requested and for no charge;
8. use your personal information only as authorised by you;
9. take all reasonable steps to safeguard and protect all information about you stored in our databases and system(s);
10. comply with any order of any authority having jurisdiction regarding any domain name registered to you;
11. use our best endeavours to deal with any complaints you may have about the services we provide for you.

## 89. Your obligations (New Zealand domain names (.nz))

---

You agree that you will:

1. comply with the .nz policies. You agree that you have read and understood the current policies;
2. make sure all information you give us is accurate and complete, keep us informed of changes to any information you give us, and that you have the authority to enter into this agreement;
3. keep the unique authentication ID for your domain name and any other security information that we give to you confidential, safe and secure;
4. satisfy yourself that your use of a domain name will not infringe anybody's intellectual property rights and protect us, and everybody we are in any business relationship with to provide services to you, from any such claim;
5. ensure that you only use our services for a lawful purpose;
6. ensure that the use of any domain name registered to you does not interfere with other users of the Internet;
7. ensure that any order of any authority having jurisdiction regarding any domain name registered to you is complied with;
8. protect us, and everybody we have a business relationship with, against any legal action taken against us because of the receipt or use of our services by you or someone you are responsible for, including reliance by us or anybody we have a business relationship with, on information supplied by you.

Duties of Other Persons 89.9 You agree to make sure everyone you are responsible for or who uses a domain name registered to you also meets the above duties.

## 90. Registration of a Domain Name (New Zealand domain names (.nz))

---

When a domain name in the .nz domain name space is registered to you, or in your name as directed by you, then you agree:

1. that the following information becomes available to any member of the public:
  1. your name,
  2. your contact details and
  3. the domain name, its commencement and expiry dates and addresses/details of the name servers for it, and our name.
1. the domain name is registered in your name only because no other person has it according to the records of the register; and
2. neither we nor anybody else is representing anything else to anybody regarding that domain name. The entry of a domain name in the "who is" database shall not be taken as evidence of anything other than such registration; and
3. that you protect us and everybody we have a business relationship with to provide services to you, from any claim arising out of the domain name being registered in your name or as you direct.

## 91. Registrar is the Record (New Zealand domain names (.nz))

---

For all purposes the details shown in the register shall be treated as correct and the authoritative record.

## 92. Payment of Fees (New Zealand domain names (.nz))

---

1. You agree to pay for the services we provide for you.

2. If you transfer a domain name registered to you to another registrant or to be managed by another registrar, all charges owing to us shall become immediately due and payable on the date of that transfer.
3. We may alter our fees from time to time. When we alter them we will send you notice of the alteration 30 days before the new fee takes effect.
4. Our usual fees are for domain name registration. We may also charge for web hosting, email and other services provided by us. We will tell you before any additional charge is incurred.
5. Our prices are stated in Australian dollars and include GST, if applicable.

### **93. Suspension And Refusal of Services (New Zealand domain names (.nz))**

---

If you do not pay our charges for a domain name registered to you we may cancel registration of that domain name or refuse to provide a service you request.

### **94.Cancellation of a Domain Name (New Zealand domain names (.nz))**

---

If we are going to cancel the registration of a domain name registered to you as a result of you not paying our charges relating to that registration, we will give you fourteen days notice before we initiate action to cancel that domain name.

### **95.Exclusion of Liability (New Zealand domain names (.nz))**

---

We exclude all liability we may have to you for any claim except where we have acted in bad faith. This exclusion also applies for the benefit of:

1. InternetNZ, the registry and any other entity we are in any business relationship with;
2. every officer, employee, contractor, agent of us or any entity in the previous sub clause;
3. anyone else we get to perform our duties under any agreement you have with us.

None of the persons specified above is liable or has to pay you for anything else in connection with or resulting from anything any of us does or does not do, or delays in doing, whether or not it is contemplated or authorised by any agreement you have with us.

This exclusion applies whatever you are claiming for and in whatever way liability might arise.

This exclusion does not prevent you getting a court order requiring us to do anything we have agreed to do for you and does not limit any rights you may have under the Consumer Guarantees Act 1993.

### **96.Limitation of our Liability (New Zealand domain names (.nz))**

---

We have excluded all other liability we or any of the persons specified in clause 95 may have to you. If

1. any of those persons is ever liable to you and, for any reason, cannot rely on the exclusion of liability
2. set out in clause 95 then this clause applies.
3. Where this clause applies, the maximum combined amount the persons specified above (together) will
4. have to pay you and anyone else who uses the services we provide for you (together) is the amount of

the last month's fee paid by you under this agreement

### **97.Law and Jurisdiction (New Zealand domain names (.nz))**

---

Unless we otherwise agree in writing, this agreement contains all the terms of our relationship and continues to apply no matter where you are located at the time any of the services are provided or where you reside. This will be the case until this agreement is cancelled except to the extent the following clause headed 'Rights and Responsibilities that Continue' says otherwise.

To the extent legally permitted:

1. all our services are provided under New Zealand law;
2. any claim or dispute arising out of or in connection with this agreement must be instituted within 60 days from the date the relevant service was supplied to you;
3. except as otherwise stated, you may take action against us only in a New Zealand court;
4. where you or any registrant for whom you act supplies incorrect information regarding a domain name and we incur cost in any matter concerning that name then we may recover the costs incurred by us from you.

## **98.Cancelling the Agreement (New Zealand domain names (.nz))**

---

1. We may cancel or suspend this agreement by giving you one month's notice if you do not meet your duties to us.
2. We may end the agreement for any other reason by giving you one month's notice.

## **99.More Than One Person (New Zealand domain names (.nz))**

---

You are responsible for everybody who you permit to act for you as a registrant. We will take reasonable care to satisfy ourselves that you have permitted those persons to act for you.

## **100.Each Clause Separately Binding (New Zealand domain names (.nz))**

---

Each clause of the agreement you have with us is separately binding. If for any reason we, you, or any of the persons specified in clause 95 cannot rely on any clause, all other clauses of it are binding.

## **101. Rights and Responsibilities that Continue (New Zealand domain names (.nz))**

---

The cancelling of any agreement you have with us does not affect any rights and responsibilities, which are intended to continue or come into force afterwards. These include the rights and duties under 89, 91 - 97, 99 - 100 and this clause 101.

Search engine optimisation services

## **102.SEO Services (Search Engine Optimisation Services)**

---

1. Whilst we will try to improve the position of your Web Site in the Search Engine results in response to a search request, we do not warrant that this effort is in any way guaranteed
2. We cannot be held responsible for any changes to the position of your Web Site in the Search Engines results in response to a search request.

## **103.Custom Website (Custom Website Services)**

---

1. If you need to add any further pages it will be billed at a rate of \$ 75 per page.

2. Please discuss any additional functionality with your sales manager before the starting the project.
3. Design will only start after the payment has been received.
4. Logo design is not included within the project's scope.
5. Royalty free images will be used, unless you provide us with your own.
6. The project will take between 7 to 10 working days once the Custom Website Briefing Form has been complete by the client.
7. Please make sure all information is emailed to us and NOT faxed or sent via post.

## 104.YOUR OBLIGATIONS TO THE REGISTRY OPERATOR (DotAsia Organisation Limited)

---

1. Use of Personal Data by DotAsia Organisation Limited
  1. You consent to the use, copying, distribution, publication, modification and other processing of its Personal Data by DotAsia Organisation Limited and its designees and agents in a manner consistent with the purposes specified pursuant to the Registry-Registrar Agreement and with relevant mandatory local data protection, laws and privacy.
2. Timely Update of Information
  1. You agree to correct and update the registration information for the Registered Name immediately during the registration term for the Registered Name.
3. Compliance with Registry and ICANN Policies
  1. In addition to the complying with the Registrar's policies, you agree to comply with those ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator DotAsia Organisation Limited has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.
  2. You agree to comply with all the operational standards, policies, procedures, and practices for the .ASIA Registry as established from time to time in a non-arbitrary manner by DotAsia Organisation Limited ("Registry Policies "). You acknowledge that Registry Policies are applicable to all registrars and/or registered name holders/registrants\*. Any changes of the Registry Policies by the DotAsia Organisation Limited that are consistent with the Registry Agreement shall be effective upon thirty (30) days' notice by DotAsia Organisation Limited to Registrar.
  3. You agree to be bound by the terms and conditions as set down by DotAsia Organisation Limited during the initial launch and the general operations of the .ASIA TLD, including without limitation its Start-Up Policies where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.
4. Dispute Resolution
  1. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP").
  2. You agree to submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia Organisation Limited from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.
5. Charter Eligibility Declaration Contact's Joint Responsibility
  1. You acknowledge and agree to comply with the .ASIA Charter Eligibility Requirement.
  2. The Registered Name Holder/Registrant acting as Registrant Contact represents and warrants that it has made known to the Charter Eligibility Declaration Contact (the "CED Contact"), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the Registered Name Holder/Registrant's legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited's .ASIA Charter Eligibility Requirement Policy published from time to time.

3. Registered Name Holder/Registrant acting as Registrant Contact agrees that it has obtained an agreement from the CED Contact that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.
4. Indemnity Given to Registry Operator  
You agree to indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry Operator DotAsia Organisation Limited and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use.  
Notwithstanding the other provisions in this Agreement, the Registered Name Holder agrees that this indemnification obligation shall survive the termination or expiration of this registration agreement.
6. DotAsia Organisation Limited's Reservation of Rights
  1. You acknowledge and agree that DotAsia Organisation Limited and Registry Services Provider, acting in consent with DotAsia Organisation Limited, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of DotAsia Organisation Limited as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by DotAsia Organisation Limited, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia Organisation Limited also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.
7. DotAsia Organisation Limited as Intended Third-Party Beneficiary
  1. Notwithstanding anything in this Agreement to the contrary, DotAsia Organisation Limited, the Registry Operator of the .ASIA TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of DotAsia Organisation Limited have vested and that it has relied on its third party beneficiary rights under this Agreement in agreeing to Planetdomain Pty Ltd being a registrar for the .ASIA TLD. Additionally, the third party beneficiary rights of DotAsia Organisation Limited shall survive any termination or expiration of this Agreement.
  2. Conflict between this Section with Other Sections of Registration Agreement You acknowledge that in the event of conflict between this section of the Agreement and other sections of the same, this section shall prevail.

## 105.Dot Mobi / .MOBI Appendix

---

Registered Name Holder shall:

1. Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement; (3.7)
2. Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement; (3.7.1)
3. Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotMobi"), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotMobi have vested and that dotMobi has relied on its third party beneficiary rights under this Agreement in agreeing to PlanetDomain Pty Ltd being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotMobi shall survive any termination or expiration of this Agreement. (3.8.3)

4. Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; (3.8.1)
5. Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar; (3.8.2)
6. Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy; (3.8.4)
7. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); (3.8.5)
8. Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name; (3.8.6)
9. Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period , and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration. (3.8.7)
10. Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute. (3.8.8.)
11. Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotMobi Style Guide ([www.mtld.mobi](http://www.mtld.mobi)) and consent to the monitoring of the website as described in the dotMobi Style Guide monitoring guidelines ([www.mtld.mobi](http://www.mtld.mobi)) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted. (3.8.9)
12. Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract. (3.9.1).