

# Domain Agent Registrant Agreement

## Terms and Conditions

This Domain Name Registration Agreement is between Web Drive Limited, trading as Domain Agent ("Domain Agent"), and you and (if applicable) your agents.

By completing a transaction you acknowledge that you and your Agent have read, understand and agree to be bound by all these terms and conditions.

Domain Agent may modify this agreement in order to comply with applicable law and the terms and conditions set forth by the DNC, NZRS, SRSPlus or ICANN.

"Registration Provider" is the term used for the reseller of Domain Agent.

"ccTLD" refers to Country Code Top Level Domain.

### **1. Fees**

You agree to pay a fee to your registration provider at the time the service is provided, unless you have a prior arrangement.

Domain Agent does not collect and process payments on behalf of resellers.

Unless you have a prior arrangement with your registration provider, any transactions will not be processed until payment is received.

Where payment is made but subsequently withdrawn (due to a credit card chargeback or dishonoured cheque or payment) your Domain may be immediately cancelled.

By default, payments are not refundable. Consult your registration provider for their individual policy on refunds.

### **2. Domain Name Renewals**

It is your responsibility to ensure your Domain name is renewed.

Your registration provider will have their own process for notifying you of pending renewals.

At the very least you should receive an automated email to the nameholder, billing or technical contacts 2 days prior to cancellation.

If you fail to renew your Domain it will expire and all associated services will automatically terminate.

A grace period may be available on a per-suffix basis where you can un-cancel and renew an expired Domain within a timeframe before it is released back to the public pool.

Fees may apply on a per-suffix basis for un-cancelling a Domain, and your registration provider may also charge additional administrative fees.

Grace periods and redemption periods vary for different ccTLDs. For further reading consult the individual ccTLD agreements.

### **3. Domain Transfers**

.nz Domains may not be transferred to another registrar for a period of 5 days after initial registration.

Some CCTLDs may require a renewal payment to extend the registration term upon transfer.

Typically, upon transfer any prepaid registration terms will carry over to the new provider.

For further reading consult the individual ccTLD agreements.

### **4. Contact Information**

You agree to provide true and accurate contact details for your Domain and to update your details as they may change.

Domains found to be in breach of the requirement to provide true and accurate contact details may be cancelled without warning.

You agree that the details you provide will be available to anyone through the publicly-available WHOIS database.

This information includes:

- The Domain name
- Your organisation and/or contact name
- Your email address, postal address, phone and fax numbers
- Your nameserver and IP addresses
- The date of registration, date of last update and renewal date

You agree that if required by any government department this information will be made available as well as any other relevant information pertaining to the registration or use of the Domain name.

## **5. Dispute Resolution**

Each ccTLD has its own dispute resolution policy and by registering a Domain name you agree to be bound by that suffix's policy.

You agree to not involve Domain Agent in any disputes relating to Domain name ownership, fees or hosting.

For further reading consult the individual ccTLD policies available at [www.domainagent.co.nz](http://www.domainagent.co.nz).

If any dispute relating to your Domain name arises you agree to hold Domain Agent free of any liability for loss of business, loss of profit or damages.

## **6. Domain Passwords**

You agree to keep secure and not share with any unauthorised parties any Domain password issued to you by Domain Agent.

If a Domain password is provided to Domain Agent for the inbound transfer of a Domain you agree that you have been provided the password with the authority of the name holder.

## **7. Fair Use**

You agree to not use your Domain registration for:

- The sending of mass unsolicited electronic messages
- Activities that defame, harm, harass, abuse or threaten third parties
- Activities prohibited by the laws of the territories in which you operate

If found to be in breach of this clause, Domain Agent may terminate service without warning.

If a third party alleges a breach of this clause, Domain Agent may terminate service without warning.

## **8. Domain Parking**

If your Domain has not been assigned to nameservers or designated IP addresses (or their equivalent) you agree that Domain Agent or its resellers may point your Domain to a parking page which may carry advertising for the benefit of Domain Agent or its reseller.

## **9. Eligibility and ccTLD Agreements**

You represent and warrant that you meet the eligibility requirements of each ccTLD for which you apply for. You further agree to be bound by any registry rules, policies, and agreements for that particular ccTLD. These may include, but are not limited to, agreeing to

indemnify the ccTLD provider, limiting the liability of the ccTLD provider, and requirements that any disputes be resolved under that particular country's laws.

## **10. Change of Name Holder**

Name holders can only be changed by Domain Agent and require the outgoing and incoming name holders to sign an authorisation form, which may also require the Domain password.

This form is available for download from [www.domainagent.co.nz](http://www.domainagent.co.nz)

It is at Domain Agent's discretion whether to charge a fee for processing change of name holder requests.

## **11. Who to Contact**

Domain Agent is a wholesale provider and does not provide end-user support.

The exception is where you are unable to make contact with your registration provider, in which case we may charge a fee for handling your request.

You agree to contact your registration provider for all issues relating to support, billing and administration.

The exception is change of name holder requests which must be sent to and actioned by Domain Agent.

## **12. Limitation of Liability**

Except as provided below, all terms, warranties, undertakings, inducements and representations relating to the provision of any service or goods are excluded and Domain Agent will not be liable for any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) in respect of any service inclusive of any software material hosted or designed by Domain Agent. However, Domain Agent's liability for any breach of an implied term or warranty will be limited at Domain Agent's option to the charges for the services or otherwise in any way permitted by legislation.