

# Terms and Conditions for Domains

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. 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 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.

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. You accept that our liability to you under these terms and conditions are limited.

## 1. Definitions

In this document, unless the context requires otherwise:

auDA means .au Domain Administration Limited ACN 079 009 340, the industry self-regulatory body responsible for administering domain names with the .au suffix.

Domain Name means the domain name, which is the subject of your application, and if successful, the Domain Name Licence.

Domain Name Licence means your licence to use the Domain Name, which is the subject of your application.

Published Policies means 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 [www.auda.org.au](http://www.auda.org.au).

Registry Operator means the operator of the domain names registry for the Domain Name.

## 2. General

You are bound by the terms of this document, 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.

## 3. Domain Name Applications and Registration

3.1 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.

3.2 You accept that even if we have accepted and approved your Domain Name application, the Registry Operator in performing its final integrity checks may still reject the application.

3.3 The Registrant makes the warranties set out in auDA's Registrant Warranties Policy (and any other policy introduced by auDA in substitution, replacement or amendment to that policy). The warranties include, without limitation that all information supplied to the registrar for the registration of the domain name are true,

complete and correct. The Registrant accepts that auDA or the registrar can cancel the registration of the domain name if any of the warranties are not true.

3.4 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.

3.5 All personal information pertaining to you are held by auDA for the benefit of the Australian public.

#### **4. Cancellation Of Service**

4.1 An order for domain name registration, Web Hosting, Email Hosting, Search Engine Optimisation or Website Builder and construction may be cancelled without charge if received or acknowledged by Customweb writing within 24 hours of the order being placed.

4.2 If a cancellation is received after 24 hours of the order being placed, no refund will be payable by Customweb. A pro-rata refund may be offered in Customweb's sole discretion, from which an additional administrative charge of \$40 may be deducted.

4.3 If the 24 hour cancellation period would expire outside Customweb's business hours, the period is extended until 12pm on the next business day.

#### **5. Domain Name Licence**

5.1 Your Domain Name Licence will be effective for a two-year period, once:

- \* Your application is accepted and approved by us and by the Registry Operator, and
- \* You have paid the applicable fees, unless it is cancelled earlier under the terms of this document or under any Published Policies.

5.2 Your Domain Name Licence may be renewed every two years, as long as you:

- \* Pay the applicable renewal fees, and
- \* Continue to meet the eligibility criteria prescribed in the Published Policies.

5.3 You accept that it is your responsibility to ensure that your Domain Name Licence is renewed.

5.4 You may cancel your Domain Name Licence at any time by notifying us in writing.

5.5 We may cancel your Domain Name Licence if you breach any provision of this document.

#### **6. Your Statement to Us**

6.1 You confirm and state to us and to auDA separately that:

- \* All the information set out in your Domain Name application, and all information you give us, are true and correct, and not misleading or deceptive, and
- \* You meet, and continue to meet, the eligibility criteria prescribed in the Published Policies for registering the Domain Name, and \* You have not previously submitted for registration with another registrar, a domain name, which is the same as the Domain Name, in circumstances where:

- o you are relying upon the same eligibility criteria for both domain names, and
- o the Domain Name has previously been rejected by the other registrar, and
- o your registration or use of the Domain Name does not infringe any person's legal rights.

6.2 You accept that if any of the above statements is found to be incorrect, then either auDA or we may cancel your Domain Name Licence.

6.3 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.

**6.4** By applying for an org.au domain, you warrant that you are a 'not for profit organisation'.

## **7. Our Obligations to You**

**7.1** Once your Domain Name application is accepted and approved, we will cause your Domain Name details to be entered in the domain names registry.

**7.2** We will give you immediate notice if:

- \* We are no longer an accredited registrar, or
- \* Our auDA Accreditation is suspended or terminated, or our registrar agreement with auDA is terminated by auDA.

**7.3** auDA may post notice of:

- \* The fact that we are no longer an accredited registrar, or
- \* The suspension or termination of our auDA Accreditation, or
- \* The termination of our registrar agreement with auDA, on its web site, and may, if it considers appropriate, give such notice to you directly.

## **8. Your Obligations to Us**

**8.1** Throughout the period of your Domain Name Licence, you must:

- \* Comply with the Published Policies, and
- \* Give notice to the Registry Operator (through us) of any change to any information, which you have given us.

**8.2** You must not, directly or indirectly, through registration or use of the Domain Name or otherwise:

- \* Register a domain name for the purpose of selling it, or
- \* Register a domain name for the purpose of diverting trade from another business or web site, or
- \* Deliberately register misspellings of another entity's company or brand name in order to trade on the reputation of another entity's goodwill, or
- \* Register a domain name and then passively hold a Domain Name Licence for the purpose of preventing another person from registering it.

**8.3** You must not:

- \* Transfer or purport to transfer a proprietary right in any Domain Name registration, or
- \* Grant or purport to grant a registered Domain Name as security, or encumber or purport to encumber a Domain Name Licence.

## **9. Use of Your Information**

**9.1** You give to: auDA, the right to publicly disclose to third parties, all information relating to the registered Domain Name in accordance with the Published Policies;

**9.2** Us, the right 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;

**9.3** The Registry Operator, the right 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.

## **10. WHOIS POLICY**

**10.1** Some of your personal information will be disclosed on the WHOIS service

referred to in clause 9.3 above. You are required to promptly notify us of any changes to the personal information collected by us from you in order that we may update the WHOIS database on receipt of new information from you.

**10.2** Amongst the information we require of you as referred to in clause 10.1 is an email address at which you can be contacted at any time. This email address will be disclosed on the public WHOIS service.

**10.3** We undertake not to disclose your street address, telephone or facsimile numbers on the public WHOIS service.

**10.4** We undertake not to use the information provided to us for purpose of the WHOIS service for purposes of allowing, enabling or otherwise supporting the transmission of unsolicited communications to any person, by any means, making the data available for an automated electronic query process, or providing bulk access to WHOIS data.

## **11. Dispute Resolution**

**11.1** 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.

**11.2** The auDRP binds you and us severally as if it were incorporated in this document.

**11.3** You accept that:

- \* 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

- \* Such policies bind you and us severally as if they were incorporated in this document.

for all other terms of auDA and domain policy, please visit [www.customweb.com.au](http://www.customweb.com.au).