Registrant Agreement
(Terms and Conditions for Domain Name Licence)

Version 2.1
29 May 2008

Terms and Conditions for Domain Name Licence

This document sets out the terms and conditions of your application for a Domain Name, and if successful, your Domain Name Licence. It records the agreement between you, the applicant or holder of a Domain Name Licence, and us, the registrar, in relation to the Domain Name.

> **Summary of Terms and Conditions**
>
> ▪ 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 (see <www.auda.org.au>)
>
> ▪ 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 and auDA's 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 .au domain names administrator.

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 in this clause those specifications and policies established and published by auDA from time to time at http://www.auda.org.au.

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

We, **our** or **us** refer to InterNetX GmbH, ABN 11979894718, the registrar of record for your Domain Name Licence.

You or **your** refer to the person applying for, or the holder of, a Domain Name Licence.

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 NAMES APPLICATION 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 application may still be rejected by the Registry Operator in performing its final integrity checks.

3.3 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.

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

4. DOMAIN NAME LICENCE

4.1 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.

4.2 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.

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

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

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

5. YOUR STATEMENT TO US

5.1 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, complete and correct, and are not misleading or deceptive, and your application is made in good faith, and

– you meet, and continue to meet, for the duration of the Domain Name Licence, the eligibility criteria prescribed in the Published Policies for registering the Domain Name, and

– you have not previously submitted an application for registration with another registrar, a domain name which is the same as the Domain Name, in circumstances where:

▪ you are relying upon the same eligibility criteria for both domain names, and

▪ the Domain Name has previously been rejected by the other registrar, and

– your registration or use of the Domain Name does not infringe any person's legal rights, and

– you are aware that even if the Domain Name is accepted for registration, your entitlement to register the Domain Name may still be challenged by others who claim to have an entitlement to the Domain Name.

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

5.3 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. OUR OBLIGATIONS TO YOU

6.1 Once your Domain Name application is accepted and approved, we will cause your

Domain Name details to be entered in the domain names registry.

6.2 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.

6.3 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.

7. YOUR OBLIGATIONS TO US

7.1 You must comply with the Published Policies, as if they were incorporated into, and form part of, this document. In the event of any inconsistency between any Published Policy and this document, then the Published Policy will prevail to the extent of such inconsistency.

7.2 You acknowledge that under the Published Policy:

– there are mandatory terms and conditions that apply to all domain names licences, and such terms and conditions are incorporated into, and form part of, this document, and

– you are bound by, and must submit to, the .au Dispute Resolution Policy (auDRP), and

– auDA may delete or cancel the registration of a .au domain name.

7.3 Throughout the period of your Domain Name Licence, you must give notice to the Registry Operator (through us) of any change to any information which you have given us.

8. USE OF YOUR INFORMATION

You give to:

8.1 auDA, the right to publicly disclose to third parties, all information relation to the registered Domain Name in accordance with the Published Policies;

8.2 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;

8.3 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.

9. DISPUTE RESOLUTION

9.1 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.

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

9.3 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.

10. TRANSFER OF REGISTRARS

10.1 We will ensure that you can easily transfer your Domain Name registration to another registrar in accordance with the Published Policies. The Published Policies will address such matters as:

- the maximum fees which we can charge you for such transfer,

- when we are not allowed to charge you fees,

- the conditions under which we must transfer the registered Domain Name, and

- the conditions under which we are entitled not to transfer the registered the Domain Name.

10.2 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,

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.

10.3 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.

11. LIMITATION OF LIABILITIES

11.1 You must not pursue any claim against auDA or against us, and to the fullest extent permitted by law, neither auDA nor we are liable to you for any direct, indirect, special, punitive, exemplary or consequential losses or damages of any kind, including but not limited to losses or damages resulting from loss of use, lost profits, loss or corruption of data, business interruption, lost business revenue or third parties damages, arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA or us, or any of auDA's or our employees, agents or contractors, including but not limited to any breach by us of our obligations under this document, or under our registrar agreement with auDA.

11.2 You agree to indemnity, keep indemnified and hold auDA and us, and auDA's and our employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, your registration or use of the Domain Name.

11.3 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.

11.4 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.

11.5 Despite any other provision of this document, 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.

11.6 Nothing in this document is to be read as excluding, restricting or modifying the operation of *Trade Practices Act* 1974, or the application of any legislation which by law cannot be excluded, restricted or modified.

12. AUDA PUSBLISHED POLICY

12.1 In this clause:

auDA Published Policies means those specifications and policies established and published by auDA from time to time at http://www.auda.org.au.

12.2 Registrant must comply with all auDA Published Policies, as if they were incorporated into, and form part of, this agreement. In the event of any inconsistency between any auDA Published Policy and this agreement, then the auDA Published Policy will prevail to the extent of such inconsistency.

12.3 Registrant acknowledges that under the auDA Published Polices:

- there are mandatory terms and conditions that apply to all domain names licences, and such terms and conditions are incorporated into, and form part of, this agreement; and

- Registrant is bound by, and must submit to, the .au Dispute Resolution Policy; and

- auDA may delete or cancel the registration of a .au domain name.

13. PASSWORD RECOVERY TOOL

Your domain password changes automatically every time you update your .au domain at the InterNetX domain system. You can also use the Password Recovery Tool from auDA at http://admin.auda.org.au/passwordMail/Password Mail

14. OUR AGENCY

We enter into this document as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of the rights and covenants conferred to it under this document. auDA is an intended third party beneficiary of this document.

15. GENERAL

15.1 In this document:

– a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;

– a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;

– headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this document; and

– where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

15.2 All previous agreements, statements, explanations and commitments, expressed or implied, affecting the subject matter of this document are superseded by this document and have no effect

15.3 If a provision in this document 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.

15.4 This document is 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.