

Australian Domain Names - Terms & Conditions

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CM Internet Domain Name Registration Service Agreement

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GLOBAL TOP LEVEL DOMAIN NAMES - TERMS AND CONDITIONS

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1. Introduction

This agreement is between CM Internet, the "registrar", and you, the individual or entity registering the domain name (the "registrant"). In order to register a domain name on the Internet through our registration service you must submit this agreement together with the completed online application form. When we accept your application you agree to be bound by the terms and conditions of this agreement.

2. Commencement and Term of registration

Registration of the domain name commences when we accept your application and continues for a term of one (1) to ten (10) years according to the registration term chosen by you and the type of domain name extension you are purchasing or renewing. Registrations and renewals are subject to payment of the applicable fees. All domain name registrations are not effective until we deliver the registration information you provide us to the relevant registry operator, and the registry operator puts into effect your domain name registration or renewal. The current registry operators are Verisign, Inc for .com and .net, Public Interest Registry for .org, Afilias Ltd for .info and Neulevel Inc for .biz.

3. Renewal of registration

We will email you a renewal notice thirty (30) days before the domain name registration term expires to the email address provided by you. You can renew the registration for another term of between one (1) to ten (10) years and there is no limit in the number of consecutive renewals you can make. Renewal of registration is subject to payment of the relevant fee at the time of renewal. Failure to renew your registration results in the suspension of the domain name and its release for use by others. Although every effort is made to ensure that you receive your email renewal notice, this is a courtesy reminder notice only and does not confer liability upon CM Internet for the cost of renewing your domain name or any other costs or damages if you fail to receive your email renewal notice.

4. Ownership of the domain name

4.1 In submitting this application for registration or transfer of this domain name/s you warrant that:

- (a) You are the legal owner of the domain name; and
- (b) The domain name registration or transfer does not infringe any legal rights of any third party. In addition, you agree not to use your domain name to spam or send unsolicited commercial email (UCE) to other internet users.

4.2 You remain the owner of the domain name even if you license use of the domain name to a third party.

5. Transfer of Domain Name

In order to transfer a domain name to another party you must be a CM Internet member and the transfer must be executed with another CM Internet member. The transfer of ownership is affected through our online application process and must be initiated by the registered user wishing to transfer their domain name to the other party. The parties to any transfer are referred to the policies contained in the Policy for Transfer of Domain Name ownership document.

To transfer the ownership of a domain name the current registrant must:

- (a) Relinquish its registration of the domain name;
- (b) Pay all outstanding fees;
- (c) Accept the terms in the Policy for Transfer of Domain Name
- (d) Agree to discharge the registrar from all obligations to you under this agreement at the effective date of the transfer;
- (e) Follow the instructions contained in the Procedure for Transfer of Domain Name; and
- (f) Submit the online Transfer form.

The transferee (new registrant) must also:

- (a) Enter into a registration agreement (of a minimum of 1 year's duration) with the registrar;
- (b) Reaffirm the accuracy, completeness and currency of the personal data in the agreement;
- (c) Agree to be bound by the terms and conditions of the Domain Name Registration Service Agreement;
- (d) Review the Policy for Transfer of Domain Name; and
- (e) Follow the instructions contained in the Procedure for Transfer of Domain Name.

6. Fees

6.1 You agree to pay registration and renewal fees to the registrar at the current price at the time of the registration and renewal. Fees may be changed by registrar from time to time at its complete discretion and made without prior notice to the registrant. All fees paid are non-refundable.

6.2 In the event that you fail to pay the fees by the due date, the registrar may place the domain name on hold for a period of up to thirty (30) days. If the fees are outstanding at the end of the thirty (30) days, registrar may terminate or deactivate the registration. As a consequence, the registrant loses ownership of the domain name and in the event that it desires to regain the same domain name, must re-register for it.

6.3 Registration is not effective until the Registration fee has been paid and cleared into the account of the registrar. In the event of a charge back by the credit card company or other non-payment by you in connection with the payment of the fees, you agree that the registration will be transferred back to the registrar, and that the registrar reserves all rights regarding the domain name including, without limitation, the right to make the domain name available to other parties for purchase. Should you wish to have ownership of a domain name transferred back to you after you have initiated a chargeback, you agree to pay any costs, fees or charges associated with the chargeback.

7. Taxes

The fees payable under this agreement are exclusive of all government charges, taxes, duties and levies and the registrant agrees to pay any and all such charge, taxes, duties and levies arising out of or in connection with this agreement. In particular, you must pay to the registrar any amount (VAT or GST or its equivalent) which the registrar is 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 this agreement.

8. Personal data

8.1 You must provide to the registrar the information in the compulsory fields in order to obtain registration. You may provide the information in the voluntary fields.

8.2 You warrant that the data is accurate, complete and current. As the registrant you have a continuing obligation (during the term of this agreement) to the registrar to ensure that the information remains accurate, complete and current. You must notify the registrar immediately of any changes to the information.

8.3 The registrar may make public some or all of the information. You acknowledge and agree that:

- (a) The information may be made available to and used by ICANN and Verisign Inc (or other registry administrator) for registry use;
- (b) The information will be used by the registrar and its licensees for inclusion in any registries and databases that are produced; and
- (c) The registrar may share the information stored in the registries and databases with its trusted business partners. These business partners are not authorized to use such information for purposes beyond those specified by the registrar and are required to preserve the confidentiality with which the registrar treats such information.

8.4 The registrar will not disclose the information to third parties, public or private, except where required by ICANN or AuDa policy or direction, as required by domestic or international law, or for other purposes as permitted by other laws.

8.5 The registrar will use its best efforts to protect the information from loss, alteration, unauthorised disclosure or access or misuse.

9. Transfer from another Registrar

9.1 The registrant may change its registrar whether to or from CM Internet for an existing domain name but only after having been registered with CM Internet for sixty (60) days after initial registration.

9.2 The registrar may, in its discretion, refuse to transfer the domain name to another registrar. Such instances include default in payment of fees, disputes over the identity of the domain name holder and bankruptcy or insolvency.

9.3 The parties to a change in registrar to CM Internet are referred to the policies contained in the Policy for Transfer to another Registrar and the Procedure for Transfer to another Registrar.

10. Minimum Term

As the registrant (includes a transferee) you agree not to transfer a domain name within sixty (60) days from the date when you first registered that name with the registrar.

Applications for renewal of the domain name are not treated as first registrations and do not fall within this qualification.

11. Dispute policy

11.1 In relation to gTLDs (being .com, .net, .org, info and biz) you agree to be bound by the ICANN "Uniform Domain Name Dispute Resolution Policy as amended from time to

time. The policy is an integral part of this agreement and reference should be made to the terms of that policy in relation to disputes. The terms of the policy can be found by following the links on the ICANN website found at: <http://www.icann.org/udrp/udrp-policy-24oct99.htm>.

11.2 This agreement is to be construed according to the laws of the State of Victoria, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in that State.

11.3 The registrant hereby indemnifies and holds the registrar harmless against any claims by a third party in the event of a dispute between the registrant and a third party.

12. Ownership of data

The registrar owns all the databases, compilations and similar rights title and interest worldwide in its database and all information derived or produced from that database.

13. Indemnity

13.1 The registrant indemnifies the registrar as well as Verisign Inc, Public Interest Registry, Nominet UK, Denic, CentralNic, auDA, Afiliat Ltd, Neulevel Inc (or other registry administrator) and its officers, directors, employees and agents against all expenses, losses, claims, damages and costs (including reasonable legal costs) incurred by those indemnified arising out of or in connection with the registration or the registrant's use of the domain name.

13.2 The registrant further agrees to release, indemnify and hold registrar harmless from all liabilities, claims, damages, costs and expenses of third parties relating to or arising under this agreement or the registrant's use of the services.

14. Limitation of liability

14.1 To the extent permitted by law, registrant agrees that neither the registrar nor the relevant registry operator) shall be liable for any loss or incidental or consequential damage the registrant may incur arising out of or in connection with errors, mistakes or any other result of domain name registration by the registrar.

14.2 The registrant agrees that in no event shall the liability of the registrar exceed the re-supply of the services or the fees paid by the registrant under this agreement.

15. Termination for breach

The registrant agrees that if it breaches any term in this agreement or dispute policy, then registrar may notify the registrant of the breach. If the registrant fails to provide a satisfactory explanation to the register, then registrar may deactivate or cancel the domain name.

16. Notices

All notices that are required to be given under this agreement must be in writing and sent to the address of the owner of the domain name and may be given by e-mail or facsimile if the recipient confirms receipt. Any notice sent shall be deemed to have been received instantly upon transmission or 1 week after posting if sent by mail. Any email sent to the address shall be deemed to have been received by the owner of the domain name.

17. Governing law

This agreement together with all rights, obligations and all actions contemplated by this agreement shall be governed by the laws of Australia. In particular, the parties submit to the law of Victoria and to the Courts exercising jurisdiction in that State.

18. Severance

If any part of this agreement is found to be unenforceable, void or invalid, then that part

of the agreement shall be served. The severance of the part shall not affect the validity of the remaining parts of the agreement.

19. Entire agreement

The registrant agrees that this agreement and the dispute policy of ICANN represent the entire agreement between the registrar and the registrant. Together, they supersede all prior agreements, arrangements and undertakings between the parties. This agreement may only be amended in writing agreed between the parties.

20. Waiver

20.1 A waiver by CM Internet of a provision or right under this agreement is binding on it only if it is given in writing and signed by the authorised officer of CM Internet granting the waiver.

20.2 A waiver is effective only in the specific instance and for the specific purpose for which it is given.

20.3 Failure by CM Internet to exercise or delay in exercising a right under this agreement does not prevent its exercise or operate as a waiver.

21. Relationship

The relationship of the parties is that of registrant and registrar and not joint venturers, licensee and licensor, equity partners, principal and agent.

22. Further assurance

The registrant shall promptly at the request of the other party execute and deliver such further documents and do such further acts as shall be reasonably necessary to give full effect to this agreement and the transactions and conditions contemplated in this agreement.

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The registrant shall promptly at the request of the other party execute and deliver such further documents and do such further acts as shall be reasonably necessary to give full effect to this agreement and the transactions and conditions contemplated in this agreement.

Should you seek to register a .BIZ second level domain name, you must contractually agree to the following terms:

Should you seek to register a .BIZ second level domain name, you must contractually agree to the following terms:

1.. BIZ RESTRICTIONS. Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean 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.

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.

2.. BIZ CERTIFICATION. As a .biz domain name Registrant, you hereby certify to the best of your knowledge that:

a.. The registered domain name will be used primarily for bona fide business or commercial purposes and not (i) exclusively for personal use; or (ii) 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. For more information on the .biz restrictions, which are incorporated herein by reference, please see: <http://www.neulevel.com/countdown/registrationRestrictions.html>

a.. The domain name Registrant has the authority to enter into the registration agreement; and

a.. The registered domain name is reasonably related to the Registrant's business or intended commercial purpose at the time of registration.

3.PROVISION OF REGISTRATION DATA

3.1 Provision of Registration Data. As part of the registration process, you are required to provide the registry operator with certain information and to update this information to keep it current, complete and accurate. This information includes (i) your full name, postal address, e-mail address, voice telephone number, and fax number if available; (ii) the name of an authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation; (iii) the IP addresses of the primary nameserver and any secondary nameserver(s) for the domain name; (iv) the corresponding names of those nameservers; (v) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name; (vi) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name; (vii) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and (viii) any remark concerning the registered domain name that should appear in the Whois directory. You agree and understand that 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 site.

3.2 Inaccurate or Unreliable Data. You hereby represent and warrant 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. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to the registry operator, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to an 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, shall constitute a breach of this Agreement. Any information collected by

the registry operator concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or any ICANN/Registry Policy.

DOMAIN NAME DISPUTE POLICY. If you reserved or registered a .biz domain name through the registry operator, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- 1.. The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>; and
- 2.. The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

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1.. The STOP sets forth the terms and conditions in connection with a dispute between a Registrant of a .biz domain name ("Registrant") with any third party (other than registry operator or registrar) over the registration or the use of a .biz domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service is a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

2.. **DOMAIN NAME DISPUTE POLICY MODIFICATIONS.** You agree that the registry operator, in its sole discretion, may modify its dispute policy. The registry operator will post any such revised policy on its Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications.

3.. **RESERVATION OF RIGHTS.** CM Internet and the .biz registry operator, NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its 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 dispute resolution process, or to avoid any liability, civil or criminal, on the part of CM Internet and/or NeuLevel, Inc., as well as their affiliates,

subsidiaries, officers, directors and employees. CM Internet and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

2.. Should you seek to register a .INFO second level domain name, you must contractually agree to the following terms:

1.. Registrant consents to the use, copying, distribution, publication, modification, and other processing of the Registrant's Personal Data by the .INFO registry operator, 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.. Registrant agrees to submit to proceedings under the UDRP Dispute Policy and comply with the requirements set forth by the registry operator 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.

3.. Registrant agrees to immediately correct and update the registration information for any domain name during its registration term, failure to correct this information shall constitute a breach of this Agreement.

4.. Registrant acknowledges that the registry operator 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) the ability or inability of a Registrant 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.

5.. Registrar and the registry operator expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its 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 Registrar and/or the registry operator as well as their affiliates, subsidiaries, officers, directors and employees. Registrar and the registry operator also reserve the right to freeze a domain name during resolution of a dispute.

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AUSTRALIAN DOMAIN NAMES TERMS AND CONDITIONS
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Summary of Terms and Conditions

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 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 <http://www.auda.org.au/policies/policy-index/>)

3.. 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

4.. 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 <http://www.auda.org.au/policies/policy-index/>.

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

We, our or us refer to CM Internet 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 Name 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.

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 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:
 - 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.

5.2 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.

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 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.

7.2 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.

7.3 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.

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 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 this document, or under our registrar agreement with auDA.

11.2 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.

11.3 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.

11.4 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.

11.5 Nothing in this document is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

12. 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.

13. General

13.1 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.

13.2 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

13.3 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.

13.4 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.

It is our responsibility, in accordance with your registration application and subsequent agreement, to ensure that you satisfy the relevant policy rules for Australian domain names. To that end, if you are registering an Australian domain name, you are required to warrant to us that you satisfy the Auda policy rules.

Therefore, by submitting this form, you warrant that all the information contained in this Application Form, and all supporting documents provided to the Registrar, are true and accurate to the best of your knowledge and by submitting this form you:

- a.. give the Registrar permission to contact third parties, investigate, request and obtain additional information and documentation, and otherwise verify the information contained in this Application Form; and
- b.. waive liability on the part of the Registrar for its actions in verifying the information provided in this Application Form, and on the part of any third parties who provide truthful, material, relevant information about you;
- c.. waive liability on the part of the Registrar if your application is accepted or rejected on the basis of any false or misleading information contained in this Application Form;
- d.. acknowledge that if your application is accepted on the basis of any false or misleading information contained in this Application Form, auDA reserves the right to cancel your domain name licence at any time; and
- e.. acknowledge that your entitlement to a domain name may be challenged by a third party with legitimate rights in the domain name.