

## DOMAIN NAME TERMS AND CONDITIONS

Web Set Go is the registered trading name and trademark of Acquaint Pty Ltd ABN 99081829709 (referred to throughout as 'supplier' 'we' 'our' or 'us'). The client may be referred to as 'you' 'your' or the 'client' or 'customer.'

Our terms and conditions are comprised of several documents combined being (a) General Terms & Conditions; (b) your quote/proposal (c) the specific Terms and Conditions for your service and (d) any applicable third party supplier or governing body's terms & conditions. Our support website contains the latest versions and all our terms and conditions, please refer to it regularly for updated & changes. <http://support.websetgo.com.au/downloads.php>

Use of our services (referred to throughout as 'domain names' 'domains' 'registration' 'renewal' or 'services') indicates your agreement to all our terms and conditions.

### 1. Registration License

Domain names licenses (referred to as 'domain names' and 'domains') provide a real name way of locating hosting servers. They are registered with national and international licensing bodies who manage the conditions and limitation of license registration.

Clients agree that domain names are not property and are only licensed.

### 2. Registration Period

Clients agree that domain names are registered for fixed periods that vary from one (1) to ten (10) years. The registration options are dictated by the issuing body and selected by the client.

When no period is requested by the client, Acquaint Pty Ltd reserves the right to register a domain for the minimum period.

Acquaint Pty Ltd reserves the right to charge an application fee, registration fee and management fee when a client registers a domain name.

### 3. Renewal

Clients agree that domain names are subject to renewal at the end of the registration period.

Clients agree that Acquaint Pty Ltd should not automatically renew their domain names.

Acquaint Pty Ltd will send an email reminder to the registered client email address to alert them of an upcoming expiry.

Acquaint Pty Ltd will issue an invoice for renewal, due seven (7) days in advance of an expiring domain name.

Clients agree that if a renewal invoice is not paid seven (7) days in advance of an expiring domain name then that domain name will be deleted.

### 4. Cancellations

Acquaint Pty Ltd reserves the right to cancel any domain name order and will not be responsible for any costs or damages associated with the loss of the registration.

Clients agree that they may not cancel, revoke or terminate a domain name registration application, order or request.

Clients agree that we do not offer refunds for domain name renewals or registrations, either partial for any unused period or in full up to and including complete cancellation.

### 5. Disputes

Acquaint Pty Ltd will not become involved (whether directly or indirectly) in any dispute pertaining to the domain name and where a conflict arises between name holders or prospective registrants about the domain name registration, those parties must resolve the issue independently of Acquaint Pty Ltd.

### 6. Availability

Clients agree that confirmation of your order and payments does not guarantee that the domain name has been successfully registered.

We will not accept any responsibility, nor provide any guarantee that the domain name has been successfully registered until we receive registration confirmation from the (wholesale) registry.

Clients agree that the availability and price information we provide for a given domain name is only an indication, based on the information available to our systems at the time and dependent on third-party systems.

Acquaint Pty Ltd accepts no responsibility for the accuracy or inaccuracy of availability.

In the event a given domain name is unavailable for registration we refund any payment in full.

### 7. Accurate Information

Clients agree to provide complete and accurate details of the registrant (commonly known as the license holder of the domain name). The details they must provide include the full name, company/organization name (if applicable), full postal address, email address, voice telephone number, fax number (if applicable). Where the registrant is a legal entity, a name of a natural person representing the company/organisation must be provided.

Clients agree to ensure that the registrant details are updated within seven (7) days of these details changing.

Clients agree upon request to verify the contact details of themselves and additionally the registrant of a domain name record. Should the registrar request to validate information, and the customer fails to respond within seven (7) days, the registrar may suspend and/or cancel the domain name registration. Failing to respond to such requests from the registration constitutes a material breach of this agreement.

### 8. Your Obligations

Clients agree that the domain name will not infringe the legal rights (including, without limitation, the intellectual property rights) of any third party and you will only use the Services for lawful purposes.

You will ensure that any Domain Name registered by you does not interfere with other users of the Internet.

Clients agree to comply with any orders of any authority having jurisdiction in relation to the Services.

Clients agree to host all registered Domain Names must on two pre-configured domain name servers and they are responsible for at all times meeting this obligation.

Clients agree that they are an identifiable individual over the age of 18 years of age, or, a legally constituted organisation.

Clients agree in respect of a restricted domain names, for the period of the registration they will meet all the eligibility criteria contained in the restriction policies.

### 9. Prices

Acquaint Pty Ltd reserves the right to change its prices without notice.

All prices are expressed in Australian dollars excluding any applicable taxes.

Domain names and/or associated services will be invoiced at the price ruling at the date of invoice.

### 10. Quotations

Acquaint Pty Ltd reserves the right vary the prices of domain name registrations and renewals despite their inclusion in a quotation.

Clients agree when domain name registration or renewal has been included in a quotation or proposal that the price may vary and they will be invoiced at the price ruling at the date of invoice.

### 11. Payment Terms

Clients agree that domain name registrations, and associated services are always due in advance.

Acquaint Pty Ltd reserves the right to provide extended payment terms to selected clients for domain name registrations only and these invoices will be due within seven (7) days from issue.

Clients agree that domain name renewals and associated services are always due in advance.

Acquaint Pty Ltd reserves the right to issue domain name renewal invoices up to ninety (90) days in advance of their expiry date.

Clients agree to pay all invoices in full within seven (7) days of issue or at least seven (7) days before the expiry date whichever is earliest.

Clients agree to provide credit card details for automated billing of domain name renewals.

Clients agree to notify our accounts departments by email [accounts@websetgo.com.au](mailto:accounts@websetgo.com.au) immediately a payment has been made.

Clients agree that late or failed payments will subsequently result in the deletion and loss of a domain name registration.

Acquaint Pty Ltd will not be held responsible for any domain name lost due to failure to comply with our payments terms.

### 12. Renewal Grace Period

Clients understand that expired domain names will be deleted and the domain name character string is once again available for registration.

Registry Operators reserve the right to selectively provide Acquaint Pty Ltd with the ability to 'restore' a deleted domain name registration for a customer.

Clients accept that such a Redemption Grace Period (RGP) is not guaranteed and customers should renew their domain name registration services in advance of the domain name registration expiration date(s) to avoid deletion of domain name registration services.

Clients accept that typically; the Registry Operators provide an RGP for 30-45 days from the date of deletion.

Clients accept to pay additional fees (a) charged by the registrar (wholesaler) to restore and renew a domain name registration during the RGP and (b) charged by Acquaint Pty Ltd to administer the renewal process.

If the domain name registration is not redeemed by the expiration of the RGP, Registry Operators reserve the right to place the domain on 'Pending Delete' status for five additional days, after which time it is deleted and the domain name character string is once again available for registration.

### 13. License Obligations

Acquaint Pty Ltd reserves the right to onsell domain name licenses, acquire associated technology and provide our management to enable us to fulfill our contract with the client.

Clients agree to comply with all applicable terms and conditions, standards, policies, procedures, and practices set in place by ICANN, AUDA, the Registrar and of the Registry Operator of their respective name spaces. Refer to [aussiehq.com.au](http://aussiehq.com.au), [instra.com](http://instra.com), [ausregistry.com.au](http://ausregistry.com.au) and [auda.org.au](http://auda.org.au).

Clients accept full responsibility to acquire the necessary knowledge to fulfill their obligations.

### 14. Privacy Policy Addition

Clients acknowledge and consent that we use their personal details for the primary purpose for which it is collected (e.g. provision of our services, including administration of our services, notification to you about changes to our services, record-keeping following termination of our services to you and technical maintenance).

Acquaint Pty Ltd reserves the right to pass on your full name, mailing address, telephone and fax numbers, and email address to the relevant registry when you apply to register, renew, or transfer a domain name to us. This function is required to facilitate registration and to ensure registry records are correct and current. We may use such information related to the primary purpose of collection and also for circumstance where you would reasonably expect that we would use the information. This information is only disclosed to persons outside our business in the circumstances set out in this policy or as otherwise notified to you at the time of collection of the information.

Clients agree that the registrar stores/records all domain name information including WHOIS data from domain name records of TLDs, gTLDs, and New gTLDs for a period of two years after the domain name is deleted or transferred away from the registrar sponsorship. The registrar is required to do this in accordance with ICANN's RAA for the purpose of protecting the rights of the registrant.

Clients agree that all of the registration information supplied to license a domain name is made available to the public. TLDs, gTLDs, and new gTLDs publicly expose different types of registration information.

Clients agree to be responsible and selective for the information used for registration. Acquaint Pty Ltd accepts no responsibility for damages and costs associated with this information being made public.

### 15. Jurisdiction Addition

Regardless of which jurisdiction you are domiciled on, some products, or services, or web content may be considered illegal. Clients agree to ensure that they comply with all applicable local laws, rules and regulations. For country code top level domain names, it is your responsibility to ensure you comply with the local laws of that respective country.

Except for disputes governed by the Uniform Domain Name Dispute Resolution (uDRP) Policy, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia, without regard to conflict of laws principles.

Clients agree that any action relating to or arising out of this Agreement shall be brought before a recognized arbitrator or law court of the Commonwealth of Australia, and you hereby consent to jurisdiction and venue in the Victoria, Australia.

### 16. Survival

You agree that the following specified sections shall survive any termination or expiration of this Agreement: 8. Your Obligations, 13. License Obligations, 14. Privacy Policy Addition, 15. Jurisdiction Addition.

### 17. Errors & Omissions Excepted

You agree all items published by 'us may contain errors and omissions and are subject to correction without notification.