



# Domain Names

This is an important document. It sets out the Product specific Terms and Conditions on which NETCorp IT Solutions PTY LTD [ABN 68 729 751 703] ("NETCorp") provides Services to you, the Customer. You accept these Terms and Conditions when you purchase a Cloud Service through NETCorp IT Solutions Store and our NETCorp IT Solutions Control Panel. When you have accepted these Terms and Conditions, they become a legal agreement between you and NETCorp IT Solutions PTY LTD. Please read it carefully. Once you have accepted these Terms and Conditions, you can always access and review them via the NETCorp IT Solutions Website, and its contents are owned and operated by NETCorp IT Solutions PTY LTD ("NETCorp").

## **1. Services**

- 1.1 These Terms and Conditions cover Domain Name Services (together or separately referred to as "Services").
- 1.2 Domain Name Services: includes:
  - a. Domain Name Services: includes the registration and maintenance of Domain Names through NETCorp IT Solutions's preferred domain name registrar's (GoDaddy) for top level domains ("TLD's" and gLTD's).

## **2. Domain Name Regulation**

- 2.1 The registration and administration of domain names is conducted pursuant to general policies determined and promulgated by the Internet Corporation for Assigned Names and Numbers ("ICANN").
- 2.2 ICANN has delegated the registration and administration of particular TLD's (au, uk etc) to accredited Domain Name Registrars who conduct the registration and administration of domain names in those TLD's according to general ICANN policies, as interpreted by each Domain Name Registrar. There may accordingly be significant differences in administration of domain names for particular TLDs.
- 2.3 In order to purchase a domain name, Customer enters into a registration agreement with NETCorp IT Solutions' domain name registrar, GoDaddy relating to the relevant TLD and its administration of that TLD. As there may be significant differences between agreements relating to each TLD, Customer must carefully review and agree to, and accept sole responsibility for agreeing to, each particular registration agreement.

## **3. Domain Names**

- 3.1 Registration: NETCorp IT Solutions accepts no responsibility for the refusal of a domain name registrar to register a particular domain name, and Customer irrevocably waives any rights of any kind whatsoever against NETCorp IT Solutions arising out of the refusal of a domain name registrar to register a particular domain name.
- 3.2 Renewal: ICANN policies do not permit domain name registrars to solicit nor pay fees on behalf of Customers for renewal of domain names. It is Customer's sole responsibility, on receiving a notice for renewal of a domain name, to promptly pay all fees for renewal or risk loss of the domain name. Neither NETCorp IT Solutions nor GoDaddy accepts liability for any failure, for any reason whatsoever, to renew a domain name on a timely basis.

- 3.3 Cancellation: ICANN policies require cancellation of domain names in certain circumstances, including fraud, provision of false registration details, interference with the rights of third parties and other grounds. A Customer is not entitled to a refund of registration fees, in whole or in part, on any such cancellation. NETCorp IT Solutions does not, under any circumstances, refund any registration fees, in whole or in part, on any cancellation of a domain name by a domain name registrar. It is the sole responsibility of Customer to review and adhere to the terms and conditions of the agreement for each domain name, including without limitation the terms and conditions which may lead to cancellation of domain names.
- 3.4 How to Cancel a Domain Name Renewal: We DO NOT accept telephone cancellations; a cancellation must be in writing or submitted via email.

## **4. Payment of Domain Name Fees**

- 4.1 Payment of Domain Names Fees: NETCorp IT Solutions will notify Customer of fees for registration and/or renewal of domain names. Under ICANN policies Registrars are not permitted to solicit nor pay fees on behalf of Customers for renewal of Domain names. It is Customer's sole responsibility, on receiving a notice for renewal of a Domain name, to promptly pay all fees for renewal or risk loss of the Domain name. Neither NETCorp IT Solutions nor GoDaddy accepts liability for any failure, for any reason whatsoever, to renew a Domain name on a timely basis.
- 4.2 Delays in Payment of Domain Name Fees: NETCorp IT Solutions cannot take action to register or renew Domain names until in each instance it has received payment for the particular service. Customers must allow 3 business days to elapse after making payment and issuing instructions to NETCorp IT Solutions to register or renew a Domain name before NETCorp IT Solutions is able to process the application or renewal. Neither NETCorp IT Solutions nor GoDaddy accepts liability for failure to register or renew a Domain name through delays of Customer in making payments and/or arising out of administrative delays, acts or omissions of Customers or third parties or out of automated systems failures.