

.nz Registrant Agreement

1. Definitions

In this document, unless the context requires otherwise:

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

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

.nz Policies means those specifications and policies established and published by Internet NZ from time to time in accordance with its constitution, and can be found at Internet NZ's web site at <www.dnc.org.nz>.

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

Registrar, Distribute.IT, We, our or us refer to Distribute.IT Pty Ltd ACN 101 292 237, the registrar of record for your Domain Name Licence.

Registrant, You or your refer to the person or legal entity applying for, or the holder of, a Domain Name Registration.

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. The Registrar's Obligations

We agree that we will:

- 3.1 comply with all .nz policies and accurately represent these to you;
- 3.2 disclose accurately and completely all our terms and conditions associated with your use of our services to register and maintain a domain name sought to be used by you, including price and billing information;
- 3.3 comply with your lawful directions in a diligent and timely manner regarding your .nz domain name, (for example, registration, cancellation, amendment, deletion, and associated technical support and billing);
- 3.4 process any new .nz domain name registrations with the registry within 2 hours from the time we receive all the information required to complete a registration if it is within our advertised business hours of 9 am.- 5:30 pm (Australian Eastern Standard Time) Monday-Friday, and otherwise within 12 hours;
- 3.5 notify you of the registration of your domain name(s), including the details of: the domain name, your contact details, our contact details, the registration period, the unique authentication ID for your domain name and your obligations as a registrant;
- 3.6 arrange for correction of any error in the information in the register about any domain name registered to you when requested;
- 3.7 provide to you, or to someone we reasonably believe to be acting on your behalf, the unique authentication ID for your domain name when requested and for no charge;
- 3.8 use your personal information only as authorised by you;
- 3.9 take all reasonable steps to safeguard and protect all information about you stored in our databases and system(s);
- 3.10 comply with any order of any authority having jurisdiction regarding any domain name registered to you;

- 3.11 use our best endeavours to deal with any complaints you may have about the services we provide for you.

4. The Registrant's Obligations

You agree that you will:

- 4.1 comply with the .nz policies. You agree that you have read and understood the current policies;
- 4.2 make sure all information you give us is accurate and complete, keep us informed of changes to any information you give us, and that you have the authority to enter into this agreement;
- 4.3 keep the unique authentication ID for your domain name and any other security information that we give to you confidential, safe and secure;
- 4.4 satisfy yourself that your use of a domain name will not infringe anybody's intellectual property rights and protect us, and everybody we are in any business relationship with to provide services to you, from any such claim;
- 4.5 ensure that you only use our services for a lawful purpose;
- 4.6 ensure that the use of any domain name registered to you does not interfere with other users of the Internet;
- 4.7 ensure that any order of any authority having jurisdiction regarding any domain name registered to you is complied with;
- 4.8 protect us, and everybody we have a business relationship with, against any legal action taken against us because of the receipt or use of our services by you or someone you are responsible for, including reliance by us or anybody we have a business relationship with, on information supplied by you.

Duties of Other Persons

- 4.9 You agree to make sure everyone you are responsible for or who uses a domain name registered to you also meets the above duties.

5. Registration of a Domain Name

When a domain name in the .nz domain name space is registered to you, or in your name as directed by you, then you agree:

- 5.1 that the following information becomes available to any member of the public:
 - o your name,
 - o your contact details and
 - o the domain name, its commencement and expiry dates and addresses/details of the name servers for it, and our name.
- 5.2 the domain name is registered in your name only because no other person has it according to the records of the register; and
- 5.3 neither we nor anybody else is representing anything else to anybody regarding that domain name. The entry of a domain name in the "who is" database shall not be taken as evidence of anything other than such registration; and
- 5.4 that you protect us and everybody we have a business relationship with to provide services to you, from any claim arising out of the domain name being registered in your name or as you direct.

6. Register is the Record

For all purposes the details shown in the register shall be treated as correct and the authoritative record.

7. Payment of Fees

- 7.1 You agree to pay for the services we provide for you.
- 7.2 If you transfer a domain name registered to you to another registrant or to be managed by another registrar, all charges owing to us shall become immediately due and payable on the date of that transfer.
- 7.3 We may alter our fees from time to time. When we alter them we will send you notice of the alteration 30 days before the new fee takes effect.
- 7.4 Our usual fees are for annual domain name registrations, due and payable fully in advance. We may also charge for additional services as requested by you from time to time and provided by us. We will tell you before any additional charge is incurred.
- 7.5 All prices, fees, applicable taxes and accepted currencies are detailed on our website

8. Suspension and Refusal to Supply Services

If you do not pay our charges for a domain name registered to you we may:

- 8.1 cancel registration of that domain name; or
- 8.2 refuse to provide a service you request.

9. Cancellation of a Domain Name

If we are going to cancel the registration of a domain name registered to you as a result of you not paying our charges relating to that registration, we will give you fourteen days notice before we initiate action to cancel that domain name.

10. Exclusion of Liability

We exclude all liability we may have to you for any claim except where we have acted in bad faith. This exclusion also applies for the benefit of :

- 10.1 InternetNZ, the registry and any other entity we are in any business relationship with;
- 10.2 every officer, employee, contractor, agent of us or any entity in clause 10.1;
- 10.3 anyone else we get to perform our duties under any agreement you have with us.

None of the persons specified above is liable or has to pay you for anything else in connection with or resulting from anything any of us does or does not do, or delays in doing, whether or not it is contemplated or authorised by any agreement you have with us.

This exclusion applies whatever you are claiming for and in whatever way liability might arise.

This exclusion does not prevent you getting a court order requiring us to do anything we have agreed to do for you and does not limit any rights you may have under the Consumer Guarantees Act 1993.

11. Limitation of our Liability

We have excluded all other liability we or any of the persons specified in clause 10 may have to you. If any of those persons is ever liable to you and, for any reason, cannot rely on the exclusion of liability set out in clause 10 then this clause applies.

Where this clause applies, the maximum combined amount the persons specified above (together) will have to pay you and anyone else who uses the services we provide for you (together) is the amount of the last year's fee paid by you under this agreement.

12. Law and Jurisdiction Applying to this Agreement

Unless we otherwise agree in writing, this agreement contains all the terms of our relationship and continues to apply no matter where you are located at the time any of the services are provided or where you reside. This will be the case until this agreement is cancelled except to the extent clause 16 says otherwise.

To the extent legally permitted:

- 12.1 all our services are provided under New Zealand law;
- 12.2 any claim or dispute arising out of or in connection with this agreement must be instituted within 60 days from the date the relevant service was supplied to you;
- 12.3 except as otherwise stated, you may take action against us only in a New Zealand court;
- 12.4 where you or any registrant for whom you act supplies incorrect information regarding a domain name and we incur cost in any matter concerning that name then we may recover the costs incurred by us from you.

13. Cancelling the Agreement

- 13.1 We may cancel or suspend this agreement by giving you one months notice if you do not meet your duties to us.
- 13.2 We may end the agreement for any other reason by giving you one month's notice.

14. More Than One Person

You are responsible for everybody who you permit to act for you as a registrant. We will take reasonable care to satisfy ourselves that you have permitted those persons to act for you.

15. Each Clause Separately Binding

Each clause of the agreement you have with us is separately binding.

If for any reason we, you, or any of the persons specified in clause 10 cannot rely on any clause, all other clauses of it are binding.

16. Rights and Responsibilities that Continue

The cancelling of any agreement you have with us does not affect any rights and responsibilities, which are intended to continue or come into force afterwards. These include the rights and duties under 4, 6 - 12, 14 – 15, and this clause 16.