

Domain Agent Reseller Agreement

Terms and Conditions

This Domain Name Registration Agreement is between Web Drive Limited, trading as Domain Agent, and you or your agents.

You agree that Domain Agent may modify this agreement in order to comply with applicable law and the terms and conditions set forth by the DNC, NZRS, SRSPlus or ICANN.

You agree to provide your customers with a copy of the Domain Agent End-User agreement when registering or transferring in a Domain.

1. Fees

Domain Agent operates a credit system whereby you must have a positive credit balance to perform transactions.

In special circumstances account charging may be allowed, however you will be required to provide a direct debit authority.

When you receive fees from an end-user for a registration or renewal you should not unreasonably delay the processing of the transaction.

2. Domain Name Registrations

You agree to register name holders as the customer who has requested and paid for the Domain.

You may not register Domain names in your own name or use this method to gain an unlawful advantage over a customer from your prior registration.

3. Domain Name Renewals

It is your responsibility to ensure your customer Domain names are renewed.

It is your customers' responsibility to ensure they keep their contact details up-to-date so you can notify them of pending renewals.

The Domain Agent system provides an automated email reminder service which is active by default and can be deactivated.

Regardless of whether the automated email reminders are active the Domain Agent system will notify a customer by email 2 days prior to expiry. The email will be sent from your reseller name and will be sent to the name holder, billing and technical contacts.

4. Domain Transfers

If you are transferring a Domain into Domain Agent you agree that you do so with the name holder's authority and with your assurance that the nameholder understands the impact of such a change.

5. Contact Information

It is your responsibility to ensure your customer provides true and accurate contact details for their Domain registrations and to update details as they may change.

Domains found to be in breach of the requirement to provide true and accurate contact details may be cancelled without warning.

6. Dispute Resolution

Each ccTLD has its own dispute resolution policy and by registering a Domain name you and your customers agree to be bound by that suffix's policy.

You agree to not involve Domain Agent in any disputes relating to Domain name ownership, fees or hosting.

For further reading consult the individual ccTLD policies available at www.domainagent.co.nz.

If any dispute relating to a Domain name arises you agree to hold Domain Agent free of any liability for loss of business, loss of profit or damages.

7. Domain Passwords

You agree to generate a UDAI or EPP Code in a reasonable timeframe upon request.

You agree not to withhold a Domain password upon request.

8. Fair Use

You agree not to use Domain Agent for:

- Mass whois queries (for the purposes of marketing activities otherwise)
- Activities that defame, harm, harass, abuse or threaten third parties
- Activities prohibited by the laws of the territories in which you operate

If found to be in breach of this clause, Domain Agent may terminate service without warning.

If a third party alleges a breach of this clause, Domain Agent may terminate service without warning.

9. Customer Support

Domain Agent is a wholesale provider and does not provide end-user support.

The exception is where your customer is unable to make contact with you, in which case we may charge a fee for handling their request.

You agree to provide support to your customers for billing and administration, in a reasonable timeframe.

The exception is change of name holder requests which must be sent to and actioned by Domain Agent.

10. Business Continuity

Domain Agent has an obligation to all registrants to provide continual uninterrupted service.

Where a Reseller is unable to process renewal transactions (after instructed by a registrant and/or following a renewal payment) due to an inability to credit their reseller account Domain Agent may be forced to establish a direct relationship with the reseller's customers in order to meet its obligations.

The Reseller agrees that when all options to ensure continuity of the Reseller's business have been exhausted, Domain Agent may directly contact the Reseller's customers.

11. Payment Processing

Domain Agent provides one or more gateways for accepting payments, which include, but are not limited to: DPS and Paymex for credit cards, and Queue IDs for offline payments.

Domain Agent does not accept customer payments on your behalf.

12. Limitation of Liability

Except as provided below, all terms, warranties, undertakings, inducements and representations relating to the provision of any Service or goods are excluded and Domain Agent will not be liable for any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) in respect of any Service inclusive of any software material hosted or designed by Domain Agent. However, Domain Agent's liability for any breach of such implied term or warranty will be limited at Domain Agent's option to the changes it makes or in any other way permitted by any relevant legislation.

13. ICANN Provisions regarding Resellers

13.12.1 Resellers must not display the ICANN or ICANN-Accredited Registrar logo, or otherwise represent themselves as Accredited by ICANN, unless they have written permission from ICANN to do so.

13.12.2 Any registration agreement used by reseller shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.

13.12.3 Resellers must identify the sponsoring registrar upon inquiry from the customer.

13.12.4 Resellers must comply with any ICANN-adopted Specification or Policy that establishes a program for accreditation of individuals or entities who provide proxy and privacy registration services (a "Proxy Accreditation Program"). Among other features, the Proxy Accreditation Program may require that: (i) proxy and privacy registration services may only be provided in respect of domain name registrations by individuals or entities Accredited by ICANN pursuant to such Proxy Accreditation Program; and (ii) Registrar shall prohibit Resellers from knowingly accepting registrations from any provider of proxy and privacy registration services that is not Accredited by ICANN pursuant the Proxy Accreditation Program. Until such time as the Proxy Accreditation Program is established, We require Resellers to comply with the Specification on Privacy and Proxy Registrations attached hereto.

13.12.5 Resellers' customers must be provided with a link to an ICANN webpage detailing registrant educational information, as per the following link:

<https://www.icann.org/resources/pages/benefits-2013-09-16-en>

13.12.6 In the event Registrar learns that a Reseller is causing Registrar to be in breach of any of the provisions of this Agreement, Registrar shall take reasonable steps to enforce its agreement with such Reseller so as to cure and prevent further instances of non-compliance.

13.12.7 Resellers shall publish on their website(s) and/or provide a link to the Registrants' Benefits and Responsibilities Specification attached hereto and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.

We shall use commercially reasonable efforts to enforce compliance with the provisions of the agreement between Registrar and any Reseller that relate to the provisions of Registrar Services.