

Spotzer Digital - Online Essentials - Domains Terms of Service

Certain words are used with the specific meanings set out below or in Online Essentials's terms of service as mentioned in 1.1.

1 ABOUT THE DOMAIN NAMES SECTION

- 1.1 This is the Domain Names section for domains purchased and managed by Online Essentials. Depending on the nature of the products and services you are receiving under this section, provisions in our Terms of Service available at <https://onlineessentials.com/terms-of-service/>, may apply.

2 DOMAIN NAMES

What is domain name administration?

- 2.1 The Domain name administration service allows you to register, transfer, host and manage domain names via Online Essentials in accordance with the provisions below.
- 2.2 You can apply to register one or more of the following types of domain names at Online Essentials and through its support team:

International Domains	Australian Domains
.com .net .org .info .biz each a “International Domain” or top level domain.	.com.au .net.au .org.au .au (referred to as .au Direct) each a “Australian Domain” or second level domain.

3 SERVICE FEATURES

General

- 3.1 You can either apply to:
- (a) register an eligible new domain name; or
 - (b) transfer an existing domain name for administration;
- 3.2 Once your domain name is accepted by us for administration through Online Essentials, we will:
- (a) host your domain name on our DNS servers immediately upon registration of your domain name;

- (b) auto renew your domain name on 7 days prior to your domain expiry date where valid billing or payment details are registered, and autorenew .au domain whilst the ABN or ACN is valid.
- (c) provide you with the ability to redelegate your domain to another DNS name server of your choosing.
- (d) in accordance with the relevant clauses below.

Registration

- 3.3 If you apply for registration of a new domain name through the Online Essentials webpage, then we will try to procure registration of that domain name with our nominated registrar or reseller.
- 3.4 You must be eligible to register and hold your chosen domain name in accordance with the applicable domain name policies. You warrant to us that you are eligible to register and hold your chosen domain name.
- 3.5 We do not guarantee that you will be successful in your application to register your chosen domain name. You must not take any action with respect to your requested domain name until registration has been effected and we have notified you of the registration.
- 3.6 If your application is successful, the registrar of record for your domain name will be our nominated registrar. You can confirm the applicable registrar for your domain name at any time by using the Whois lookup service available at <https://www.whois.com/> or through auDA at <https://whois.auda.org.au/>.

Transfer of your existing domain

- 3.7 You can apply to transfer administration of your existing domain name to Online Essentials. If your application is successful:

Type of domain name	Transfer-in procedure
International Domains	We will: - take over administration of your domain name; - renew your domain name at the time of transfer for a further 12 or 24 months from the current expiry date; and - charge you the relevant domain name renewal fee set out on the Online Essentials webpage. You will not lose any of your current registration period as a result of this transfer.
Australian Domains	If your domain name is within 90 days of the current expiry date for your domain name then we will: - take over administration of your domain name; - renew your domain name at the time of transfer for a further 24 months, or 12 months for a .auDirect domain if

Type of domain name	Transfer-in procedure
	you chose the shorter package term, from the current expiry date; and - charge you the relevant domain name renewal fee set out on the Online Essentials portal. If your domain name is outside of 90 days of the current expiry date for your domain name then we will: - take over administration of your domain name; and - send you a renewal notice at the relevant time in accordance with the renewal procedure below. You will not lose any of your current registration period as a result of this transfer.

- 3.8 You must provide us with all information we reasonably request in order to transfer administration of your domain name to Online Essentials.
- 3.9 We may refuse to process your application to transfer administration of your existing domain name to Online Essentials on reasonable grounds, including:
- (a) if your domain name is an International Domain, the domain name has been registered with your current registrar within the last 60 days;
 - (b) the domain name has been locked (whether as a result of expiry of that domain name, security reasons or otherwise);
 - (c) we reasonably believe that you are a credit risk;
 - (d) we reasonably believe there is a dispute over the identity of the domain name licensee;
 - (e) in accordance with any relevant domain name dispute resolution policies; and
 - (f) you are not following the required steps under the transfer-in procedures in accordance with the domain name policies.

Domain name hosting

- 3.10 We will host your domain name records on our (or our suppliers) DNS servers. We will commence hosting your domain name records when the registration through Online Essentials of your domain name is successful.
- 3.11 You have the ability to redelegate your domain name to a DNS server of your choice by contacting the Online Essentials support team. You are responsible for ensuring you redelegate your domain name to another DNS server correctly. Failure to do so will result in downtime of your email or webhosting service that is linked to your domain name.

Transfer of your domain name to another provider

- 3.12 You can apply to transfer administration of your domain name from Online Essentials to another provider.
- 3.13 If the relevant registrar of record for your new provider is the same as our nominated registrar then, on request, we will provide you with your registry key for you to procure your new provider to take over administration of your domain name.
- 3.14 You must do all things necessary under the domain name policies to allow us to transfer your domain name to a new registrar. If you do not do these things, or we are otherwise not permitted under domain name policies to transfer your domain to a new registrar, then we may refuse to process your application.
- 3.15 If you transfer administration of your domain name from Online Essentials to another provider, we will cease to provide domain name administration for that domain name. Your domain name hosting will automatically cancel.

Change of registrant

- 3.16 You can apply to transfer your domain name to a new registrant.
- 3.17 There are some circumstances where you cannot transfer a domain name to a new registrant (for example, in the case of Australian Domains, you cannot transfer a domain name within 6 months of your initial registration). We will notify you if you are prohibited from transferring your domain name to a new incoming registrant.
- 3.18 You must ensure that any incoming registrant is eligible to hold the domain name in accordance with the domain name policies.
- 3.19 If the incoming registrant would like to continue administration of the domain name through Online Essentials, then:
- (a) the incoming registrant must sign-up to Online Essentials (including accepting the terms of use); and
 - (b) you and the incoming registrant must complete the relevant transfer form (which we will provide to you) and submit that form to us.
- 3.20 If your application to change registrant is successful and the incoming registrant agrees to continue to administer the domain name through Online Essentials then:

Type of domain name	Change of registrant
International Domains	- we will continue to administer the domain name through Online Essentials for the incoming registrant; - we will renew that domain name at the time of transfer for a further 12 months from your current expiry date;

Type of domain name	Change of registrant
	we will charge the incoming registrant the fees for change of registrant (including an additional fee for the further 12 month renewal) set out in the relevant application form.
Australian Domains	- we will continue to administer the domain name through Online Essentials for the incoming registrant in accordance with these terms; - the current registration period for that domain name will end and a new registration period of 24 months for Australian Domains (except Australia .au Direct Domains), 12 months for .au Direct domains, will commence from the date of transfer; and - we will charge the incoming registrant the fees for change of registrant (including an additional registration fee for the new 24 month registration period) set out in the relevant application form.

- 3.21 If the incoming registrant does not want to continue to have the domain name administered through Online Essentials then you must procure that the registrar of your domain name transfer the domain name to the new incoming registrant (including paying any applicable fees imposed by the registrar) and we will cease to provide domain name administration for that domain name.

Your responsibilities

- 3.22 You must ensure that all details associated with your domain name are kept up-to date, including all relevant contact details.
- 3.23 Certain details (including administrative, technical and billing contact details) for your domain name will be accessible to the public. You consent to us disclosing this information to our nominated registrar and having this information entered in the relevant domain name public registries.
- 3.24 You must comply with the policies, terms and conditions and other related items set out at <https://opensrs.com/domain-policies/> (as amended by the registrar from time to time).
- 3.25 If your domain name is:
- (a) an International Domains, you must comply with the policies applicable to such domain names as issued by the Internet Corporation for Assigned Names and Numbers (ICANN) (as amended by ICANN from time to time); or
 - (b) an Australian Domain, you must comply with the .au Domain Name Eligibility and Application Policy Rules issued by .au Domain Administration Limited (**auDA**) located at <http://www.auda.org.au/> (as amended by auDA from time to time).

- 3.26 Due to the way in which domain names are regulated, additional policies relating to your domain name may come into effect from time to time, and you must comply with such additional policies.
- 3.27 If there is a dispute regarding your domain name, your domain name will be subject to arbitration, suspension or cancellation in accordance with auDA or ICANN procedure, or by any registry administrator procedure approved by auDA or ICANN policy, relating to:
- (a) the correction of mistakes by us or the registry administrator in registering the domain name; or
 - (b) the resolution of disputes concerning the domain name.
- 3.28 If changes or modifications are made to the auDA or ICANN policies or registry administrator procedure and you continue to maintain registration of your domain name after those changes or modifications become effective, you confirm your acceptance of those changes and modifications.
- 3.29 If there is a dispute regarding your domain name, you must submit to the jurisdiction of the courts as provided in the applicable procedures.

Additional cancellation or suspension right

- 3.30 If you wish to cancel your domain name administration service, you must:
- (a) tell us that you would like to cancel your domain name administration service through the Online Essentials portal; and
 - (b) transfer administration of your domain name to another provider.
- We will then cease to provide domain name administration for that domain name.
- 3.31 If your domain name registration expires or you choose to cancel your domain name, your domain name will be released by the registrar to be available for public registration and we will cease to provide domain name administration for that domain name.
- 3.32 Any software or applications which rely on your domain name may not function correctly once your domain name registration has expired or been cancelled.
- 3.33 In certain circumstances, you may be able to redeem your domain name after expiry or cancellation. We can notify you if you are able to redeem an expired or cancelled domain name on your request. If we are able to redeem your domain name on your behalf, we will charge you a fee for redemption of a cancelled or expired domain name.
- 3.34 You are responsible for ensuring that all billing details, including payment methods and contact information, are accurate and up to date at all times. Additionally, you must maintain a valid and active ABN (Australian Business Number) where applicable. In the event a domain name expires due to non-payment or outdated information, it will enter a 30-day grace or redemption period during which recovery is possible; however, an additional recovery fee may apply. After this period, the domain may be released to the open market and become available for public registration, at which point recovery is not guaranteed. We accept no liability for any loss, cost,

or inconvenience resulting from your failure to maintain accurate billing information, valid business registration, or timely payment.

3.35 If we choose to change our nominated registrar from time to time, and you do not consent to your domain name being transferred to our new nominated registrar then:

- (a) your domain name will continue to be administered through Online Essentials until the end of your current registration period with our existing nominated registrar;
- (b) we will not renew your domain name after your then current registration period; and
- (c) you must choose to either:
 - (i) become a direct customer of our current nominated registrar; or
 - (ii) transfer your domain name to a new registrar.

If you do not choose to do either of these things, then your domain name registration will expire.

3.36 We may suspend hosting your domain name on our DNS Services where we reasonably believe you are in breach of our policies until such breach has been remedied. We will notify you about the reasons that motivated the suspension.

3.37 We may choose to exit the domain name administration service. If we do, we may move the administration of your domain name to our then current registrar.

3.38 We may suspend or cancel your domain name in accordance with the relevant domain name policies.

4 CHARGES

4.1 We will charge you the fees and charges set out on the Online Essentials webpage.

5 TERM

5.1 The relevant registration period for all domain names registered through Online Essentials are 12 or 24 months, depending on the package chosen by you.

5.2 The renewal procedures for domain names administered through Online Essentials are as follows:

Type of domain name	Renewal procedure
International Domains	Each International Domains domain name administered through Online Essentials will be automatically renewed. We will send you a Domain renewal notice at 30 days prior to Domain expiry date notifying you the domain will be auto renewed on expiry date. You can cancel the auto renewal by reaching out to one of our agents via phone or e-mail, as mentioned on our Online

Type of domain name	Renewal procedure
	Essentials webpage. We will contact you reasonably in advance prior to the expiry of you domain name.
Australian Domains	Each Australian Domain name administered through the Telstra Apps Marketplace will be automatically renewed. We will send you a Domain renewal notice at 30 days prior to Domain expiry date notifying you the domain will be auto renewed on expiry date. You can disable auto renewal by going to your Online Essentials account. We will contact you reasonably in advance prior to the expiry of you domain name.