

REGISTRANT AGREEMENT

1. REGISTRAR'S AGENCY

The Registrar agrees and covenants to act as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to them under this Registrant Agreement.

2. REGISTRATION OF DOMAIN NAMES

2.1 A Domain Name Application must be in the form prescribed under the Published Policies. The Domain Name must comply with the Published Policies.

2.2 The Registrar and the Registrant do not have any proprietary right arising from:

2.2.1 the registered Domain Name; or

2.2.2 the entry of a Domain Name in the Registry Database.

2.3 All personal information pertaining to the Registrant is held by auDA for the benefit of the Australian public.

3. CONSENT TO USE REGISTRANT INFORMATION

The Registrant grants to:

3.1 auDA, the right to publicly disclose to third parties, all information relating to the registered Domain Names in accordance with the Published Policies which are available on auDA's website ;

3.2 the Registrar, the right to disclose to the Registry Operator, all information which are reasonably required by the Registry Operator in order to register the Domain Name in the Registry; and

3.3 the Registry Operator, the right to publicly disclose to third parties, all information relating to the registered Domain Name to enable the Registry Operator to maintain a public WHOIS service, provided that such disclosure is consistent with:

3.4 the National Privacy Principles; and

3.5 auDA's Published Policies.

4. CHANGE OF REGISTRARS

4.1 The Registrar must ensure that the Registrant can easily transfer registered Domain Names to another registrar in accordance with the Published Policies. The Published Policies include, but are not limited to, such matters as:

4.1.1 the maximum fees chargeable by the Registrar;

4.1.2 when fees are not chargeable by the Registrar;

4.1.3 the conditions pursuant to which the Registrar must transfer; and

4.1.4 the conditions pursuant to which the Registrar does not have to transfer.

4.2 In the event that:

4.2.1 the Registrar is no longer a registrar; or

4.2.2 the Registrar's auDA Accreditation is suspended or terminated; or

4.2.3 the Registrar Agreement is terminated by auDA, the Registrant is responsible for transferring the registered Domain Name to a new registrar in accordance with the Published Policies within 30 days of written notice being provided to the Registrant by auDA.

4.3 In the event that the Registrar Agreement between auDA and the Registrar is terminated, the Registrar must not charge the Registrant any fee for the transfer of the registered Domain Name to another registrar.

5. REGISTRAR'S OTHER OBLIGATIONS

5.1 The Registrar must immediately give written notice to the Registrant if:

5.1.1 the Registrar is no longer a registrar; or

5.1.2 the Registrar's auDA Accreditation is suspended or terminated; or

5.1.3 the Registrar Agreement is terminated by auDA.

5.2 auDA may post notice of:

5.2.1 the fact that the Registrar is no longer a registrar;

5.2.2 the suspension or termination of a Registrar's auDA Accreditation; or

5.2.3 the termination of the Registrar Agreement between auDA and the Registrar on its web site and may, if it considers appropriate, give such notice to the Registrant.

6. REGISTRANT'S OTHER OBLIGATIONS

6.1 Throughout the Term of the Registrant Agreement, the Registrant must:

6.1.1 comply with the Published Policies;

6.1.2 give notice to the Registry Operator, through the Registrar, of any change to any information in the Registrant Data.

6.2 The Registrant must not, directly or indirectly, through registration or use of its Domain Name or otherwise:

6.2.1 register a Domain Name for the purpose of selling it;

6.2.2 register a Domain Name for the purpose of diverting trade from another business or web site;

6.2.3 deliberately register misspellings of another entity's company or brand name in order to trade on the reputation of another entity's goodwill; and

6.2.4 register a Domain Name and then passively hold a Domain Name Licence for the purpose of preventing another registrant from registering it.

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6.3 The Registrant must not in any way:

6.3.1 transfer or purport to transfer a proprietary right in any domain name registration;

6.3.2 grant or purport to grant a registered domain name as security; or

6.3.3 encumber or purport to encumber a domain name registration.

7. DISPUTE RESOLUTION

7.1 auDA currently has in place a dispute resolution policy called auDRP (the .au Dispute Resolution Policy) which applies in the event of disputes between a registrar and a registrant, or between a registrant and a third party, in relation to entitlements to domain names in .au. The auDRP binds the Registrar and the Registrant as if it were incorporated in the Registrant Agreement.

7.2 The Registrant acknowledges that auDA may develop and implement other dispute resolution policies which are accessible by the Registrant as an alternative and further to any complaints handling procedure prescribed by the Registrar. Such policies bind the Registrar and the Registrant as if they were incorporated in the Registrant Agreement.

8. REGISTRANT WARRANTIES

8.1 The Registrant warrants that it meets, and continues to meet, the eligibility criteria prescribed in auDA's Published Policies for registering a Domain Name. In the event that the Registrant ceases to meet such eligibility criteria, the Domain Name Licence may be terminated by either the Registrar or auDA.

8.2 The Registrant warrants that it has not previously submitted a domain name which is the same as the Domain Name for registration with another registrar where:

8.2.1 the Registrant is relying upon the same eligibility criteria for both domain names; and

8.2.2 the Domain Name has previously been rejected by the other registrar.

9. LIABILITIES

9.1 The Registrant must not pursue any claim against auDA, and auDA is not liable for any direct, indirect, special, punitive, exemplary or consequential damages, including but not limited to damages resulting from loss of use, lost profits, lost business revenue or third party damages arising from any breach by the Registrar of its obligations under the Registrant Agreement or the Registrar Agreement between auDA and the Registrar.

9.2 The Registrant acknowledges and agrees that if the Registrar has any outstanding fees owing to auDA, entitling auDA to terminate the Registrant Agreement between auDA and the Registrar, auDA may in its sole discretion terminate the Registrant Agreement.

9.3 The Registrant agrees that auDA is not responsible for the use of any Domain Name in the Registry database and that auDA is not responsible in any way for any conflict or dispute with or any actual or threatened claim against a Registrar or Registrant, including one relating to a registered or unregistered trademark, a corporate, business or other trade-name, rights relating to a name or other identifying indicium or of an individual or other intellectual property rights of a third party or relating to the defamation or unlawful discrimination with respect to any other person.

9.4 Notwithstanding any other provision of this document and to the fullest extent permitted by law, auDA will not be liable to the Registrant for consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the Registrant as a result of any act or omission whatsoever of auDA, its employees, agents or sub-contractors.

9.5 Nothing in this document is intended to exclude the operation of Trade Practices Act 1974.