

gTLD Registrant Agreement

Version 1.5

Last Updated: 08 June 2021

1. Definitions

- 1.1. "Agreement" means this agreement, (including the recitals, schedules, appendices and exhibits to it), as it may later be amended or supplemented by the parties in writing;
- 1.2. "Australian Dollars", "\$" or "AUDs" means the lawful currency of Australia;
- 1.3. "Business Day" means Monday to Friday, excluding public holidays in Melbourne, Victoria, Australia;
- 1.4. "ccTLD" means Country Code Top Level Domain, and is not limited to a specific ccTLD;
- 1.5. "CentralNic" refers to CentralNic Ltd an England and Wales registered entity with company number 4985780, with a portfolio of more than 20 domain ccTLDs available;
- 1.6. "Client" refers to any person, partnership, corporation, or other legal entity acquiring services from Synergy Wholesale;
- 1.7. "Code of Practice" means the Industry Code of Practice which with the Published Policies is intended to regulate the practices of participants in the domain names industry towards other participants in the industry or towards consumers in the industry;
- 1.8. "Commencement Date" means the date the client initiates the purchase of services or goods from Synergy Wholesale;
- 1.9. "Domain Name" refers to a domain name in any of the gTLD, ccTLD or other types of TLD's offered by Synergy Wholesale whether the subject of your application for services is successful or not;
- 1.10. "Domain Name Licence" means your licence to use the Domain Name which is the subject of your application;
- 1.11. "doMEn" refers to the ccTLD registry operator for .ME domains (Republic of Montenegro);
- 1.12. "dotSO" refers to dotSO (soregistry.so) the operator of the .SO registry;
- 1.13. "GST" has the same meaning given to that term in 'A New Tax System (Goods and Services Tax) Act 1999';
- 1.14. "gTLD" means General Top Level Domain;
- 1.15. "ICANN" refers the Internet Corporation for Assigned Names and Numbers, being the not-for-profit regulatory body of the domain name industry worldwide;
- 1.16. "Neustar" refers to Neustar, Inc, located in Sterling, VA 20166;
- 1.17. "Nic.IM" refers to the IM Registry, located in the Isle of Man in British Isles;
- 1.18. "Nominet" means the body in charge of UK domain names;
- 1.19. "nzDNC" means the New Zealand Domain Name Commissioner;
- 1.20. "Owner" means either party to this agreement in the context of information supply;
- 1.21. "Personnel" of a party mean employees, agents and contractors of a party or a Related Body Corporate, except to the extent those contractors are under the direction of the other party.
- 1.22. "Published Policies" refer to those specifications and policies published by and not limited to auDA, ICANN, nzDNC, and any other domain regulatory body or registry operator, and amended from time to time;
- 1.23. "Recipient" means either party to this agreement in the context of information receipt.

- 1.24. "Registrar" refers to Synergy Wholesale Pty Ltd (ACN 165 245 901) the registrar of record for your Domain Name Licence;
- 1.25. "Registry Operator" means the registry operator of the domain names registry for the domain name;
- 1.26. "Related Body Corporate" has the meaning given to that term in section 50 of the Corporations Act 2001;
- 1.27. "Synergy Wholesale", "Synergy", "Wholesale System", "Company" or "Business" means Synergy Wholesale Pty Ltd and its Related Body Corporate;
- 1.28. "We", "our" or "us" refer to Synergy Wholesale Pty Ltd (ACN 165 245 901), the registrar of record for your Domain Name Licence;
- 1.29. "You" or "your" refer to the person applying for, or the holder of, a Domain Name Licence.

2. Acceptance

- 2.1. The Customer signified acceptance of this gTLD Registrant Agreement, as well as our Reseller Agreement, Customer Service Policy, Privacy Policy, Acceptable Use Policy and any applicable Registrant Agreement, when they submitted their order to Synergy Wholesale for Services, and that order was accepted.

3. General

- 3.1. 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.
- 3.2. Nothing contained in this Agreement or the Dispute Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

4. Interpretation

- 4.1. In the interpretation of this Agreement, unless the context or subject matter otherwise require:
 - 4.1.1. singular includes plural and vice versa;
 - 4.1.2. any gender includes every gender;
 - 4.1.3. a reference to a person includes corporations, trusts, associations, partnerships, a Government Authority, and other legal entities, and where necessary, include successor bodies;
 - 4.1.4. references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
 - 4.1.5. references to signature and signing include due execution of a document by a corporation or other relevant entity;
 - 4.1.6. references to months mean calendar months;
 - 4.1.7. references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
 - 4.1.8. references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
 - 4.1.9. headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Agreement;

- 4.1.10. where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- 4.1.11. a reference to this agreement or document means this agreement and includes any variation or replacement of it;
- 4.1.12. a reference to a statute or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of it;
- 4.1.13. the singular includes the plural number and vice versa;
- 4.1.14. a reference to a gender includes a reference to each gender;
- 4.1.15. the word "person" includes a firm, corporation, body corporate, unincorporated association or a governmental authority;
- 4.1.16. a reference to a person includes a reference to the person's legal personal representatives, successors, liquidators, trustees in bankruptcy and the like, and permitted assigns;
- 4.1.17. an agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them or any one or more of them together and separately;
- 4.1.18. a reference to a party means a person who is named as a party to, and is bound to observe the provisions of, this agreement;
- 4.1.19. "includes" means includes but without limitation;
- 4.1.20. where a word or phrase is given a defined meaning in this agreement, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
- 4.1.21. a reference to an act includes an omission and a reference to doing an act includes executing a document;
- 4.1.22. any schedule attached to this agreement forms part of it;
- 4.1.23. all references to "dollars" and "\$" shall be and mean a reference to the lawful currency from time to time of Australia;
- 4.1.24. each paragraph or subparagraph in a list is to be read independently from the others in the list;
- 4.1.25. a reference to an agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time; and
- 4.1.26. a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

5. Registrant Name Holder

- 5.1. The Registered Name Holder shall provide to Registrar accurate and reliable contact details and promptly correct and update them (within 7 days of any change) during the term of the Registered Name registration, including:
 - 5.1.1. the names of the primary name server and secondary name server(s) for the Registered Name;
 - 5.1.2. the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the Registered Name Holder;

- 5.1.3. the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name;
 - 5.1.4. the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name; and
 - 5.1.5. name of authorized person for contact purposes in the case of a Registered Name Holder that is an organization, association, or corporation.
- 5.2. A Registered Name Holder's wilful provision of inaccurate or unreliable information, its wilful failure to promptly to update information provided to Registrar within 7 days of any change, or its failure to respond for over fifteen (15) calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for cancellation of the Registered Name registration.
- 5.3. Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the current contact information provided by the licensee and the identity of the licensee to a party providing the Registered Name Holder reasonable evidence of actionable harm.
- 5.4. Registrar shall provide notice to each new or renewed Registered Name Holder stating:
 - 5.4.1. the purposes for which any Personal Data collected from the applicant are intended;
 - 5.4.2. the intended recipients or categories of recipients of the data (including the Registry Operator and others who will receive the data from Registry Operator);
 - 5.4.3. which data are obligatory and which data, if any, are voluntary; and
 - 5.4.4. how the Registered Name Holder or data subject can access and, if necessary, rectify the data held about them.
- 5.5. The Registered Name Holder shall consent to the data processing referred to in this agreement.
- 5.6. The Registered Name Holder shall represent that notice has been provided to any third-party individuals whose Personal Data are supplied to the Registrar by the Registered Name Holder, and that the Registered Name Holder has obtained consent of any such third-party individuals.
- 5.7. Registrar shall agree that it will not process the Personal Data collected from the Registered Name Holder in a way incompatible with the purposes and other limitations about which it has provided notice to the Registered Name Holder in accordance with this agreement.
- 5.8. Registrar shall agree that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- 5.9. The Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.
- 5.10. For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts;
 - 5.10.1. of the Registered Name Holder's domicile; and
 - 5.10.2. Where Registrar is located

- 5.11. The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification or policy;
- 5.11.1. to correct mistakes by Registrar or the Registry Operator in registering the name; or
 - 5.11.2. for the resolution of disputes concerning the Registered Name.
- 5.12. The Registered Name Holder shall indemnify and hold harmless the Registry Operator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's domain name registration.
- 5.13. You agree that, by registration or reservation of your chosen domain name, such registration or reservation does not confer immunity from objection to either the registration, reservation, or use of the domain name.
- 5.14. As part of the registration process, you are required to provide us with certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information:
- 5.14.1. Your name and postal address (or, if different, that of the domain name holder);
 - 5.14.2. The domain name being registered.
 - 5.14.3. The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name.
 - 5.14.4. The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name.

6. Domain Names Application And Registration

- 6.1. Your application for a Domain Name must be in the form prescribed under the Published Policies.
- 6.2. The Domain Name must comply with the Published Policies.
- 6.3. You accept that even if we have accepted and approved your Domain Name application, the application may still be rejected by the Registry Operator in performing its final integrity checks.
- 6.4. You accept that neither you, nor we, have any proprietary right arising from the registered Domain Name, or the entry of a Domain Name in the domain names registry.
- 6.5. All personal information pertaining to you are held in escrow by an approved and appointed ICANN escrow agent for the benefit of the Internet.

7. Availability Of Services

- 7.1. Your Domain Name Licence will be effective for the selected period (pending eligible registration of that period), once:
 - 7.1.1. your application is accepted and approved by us and by ICANN and/or the Registry Operator; and
 - 7.1.2. you have paid the applicable fees;

Unless it is cancelled earlier under the terms of this document or any Published Policies.
- 7.2. Your Domain Name Licence may be renewed, as long as you:
 - 7.2.1. pay the applicable renewal fees; and

- 7.2.2. continue to meet the eligibility criteria prescribed in any Published Policies; and
- 7.2.3. the request is accepted and approved by us and by ICANN and/or the Registry Operator.
- 7.3. You accept that it is your responsibility to ensure that your Domain Name Licence is renewed.
- 7.4. You may cancel your Domain Name Licence at any time by notifying us in writing.
- 7.5. We may cancel your Domain Name Licence if you breach any provision of this document, and fail to respond within 15 calendar days for a request to update incorrect domain contact information.

8. Your Statement To Us

- 8.1. You confirm and state to us and ICANN, and the respective registry operators separately that:
 - 8.1.1. all the information set out in your Domain Name application, and all information you give us, are true, complete and correct, and are not misleading or deceptive, and your application is made in good faith; and
 - 8.1.2. you meet, and continue to meet, for the duration of the Domain Name Licence, any eligibility criteria prescribed in the published policies for registering the Domain Name; and
 - 8.1.3. you have not previously submitted an application for registration with another registrar, a domain name which is the same as the Domain Name, in circumstances where:
 - 8.1.3.1. you are relying upon the same eligibility criteria for both domain names; and
 - 8.1.3.2. the Domain Name has previously been rejected by the other registrar; and
 - 8.1.3.3. your registration or use of the Domain Name does not infringe any person's legal rights; and
 - 8.1.3.4. you are aware that even if the Domain Name is accepted for registration, your entitlement to register the Domain Name may still be challenged by others who claim to have an entitlement to the Domain Name.
- 8.2. You accept that if any of the above statements is found to be untrue, incomplete, incorrect or misleading, then either we, ICANN and/or the registry operator may cancel your Domain Name Licence.
- 8.3. You agree to indemnify us, ICANN and/or the registry operator separately for any loss or damage suffered by us, ICANN and/or the registry operator as a result of any of us relying upon your above statements.
- 8.4. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

9. Our Obligations To You

- 9.1. Once your Domain Name application is accepted and approved, we will cause your Domain Name details to be entered in the domain names registry.
- 9.2. We will give you immediate notice if:
 - 9.2.1. we are no longer an accredited registrar via the way of suspension, termination or other;
- 9.3. ICANN may post notice of:
 - 9.3.1. the fact that we are no longer an accredited registrar via the way of suspension, termination or other;

on its or its related entities web site, and may, if it considers appropriate, give such notice to you directly.

- 9.4. We will take reasonable precautions to protect personal data from loss, misuse, unauthorised access or disclosure, alteration or destruction.
- 9.5. We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

10. Your Obligation To Us

- 10.1. You must comply with the Published Policies, as if they were incorporated into, and form part of, this document. In the event of any inconsistency between any Published Policy and this document, then the Published Policy will prevail to the extent of such inconsistency.
- 10.2. You represent that, to the best of your knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party and that the Domain Name is not being registered for any unlawful purpose.
- 10.3. You acknowledge that under the Published Policy:
 - 10.3.1. there are mandatory terms and conditions that apply to all domain names licences, and such terms and conditions are incorporated into, and form part of, this document, and
 - 10.3.2. you are bound by, and must submit to and domain dispute policies set forth or inferred from this agreement, whether directly or indirectly; and
 - 10.3.3. we, ICANN or the registry operator may delete or cancel the registration of a domain name if any breach in this agreement, ICANN agreement or registry agreement is determined, whether directly or indirectly referenced in this agreement.
 - 10.3.4. throughout the period of your Domain Name Licence, you must give notice to the Registry Operator (through us) of any change to any information which you have given us.
- 10.4. You agree that your use of our Services is solely at your own risk.
- 10.5. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 10.6. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected.
- 10.7. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.
- 10.8. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service.
- 10.9. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.
- 10.10. You agree that this Agreement, the rules and policies published by us and the Dispute Policy are the complete and exclusive agreement between you and us regarding our Services as a whole. This Agreement and the Dispute Policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

11. Term

- 11.1. This Registration Agreement will remain in full force during the length of the term of your Domain Name Registration. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Registration Agreement will be extended accordingly. This Agreement will remain in full force during the length of the term of your Domain Name Registration as selected, recorded, and paid for upon registration of the Domain Name. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Registration Agreement will be extended accordingly.
- 11.2. Should you transfer your domain name or should the domain name otherwise be transferred due to another Registrar, the terms and conditions of this contract shall cease and shall be replaced by the contractual terms in force for the purpose of registering domain names then in force between domain name holders and the new Registrar.

12. Confidential Information

- 12.1. Each party must:
 - 12.1.1. keep confidential;
 - 12.1.2. take reasonable steps to ensure that the party's employees do not disclose to a third party;
 - 12.1.3. maintain proper and secure custody of; and
 - 12.1.4. not use or reproduce in any form,

any confidential information belonging to the other party without the written consent of the other party or as required by law.
- 12.2. A party must immediately on receipt of a request from the other party in accordance with the other party's rights under this agreement:
 - 12.2.1. deliver all Confidential Information belonging to the other party and all changes to, reproductions of, extracts from and notes regarding that Confidential Information, in any form;
 - 12.2.2. destroy the Confidential Information and, if it is stored in other media, by erasing from the medium on which it is stored so that the Confidential Information is incapable of being revived; and
 - 12.2.3. provide a statutory declaration to the other party that all Confidential Information has been delivered or destroyed in accordance with this clause.

13. Account Changes

- 13.1. In order to make any changes to your account and services with us, you will need to contact our customer care team as stipulated in any documented customer service policy, whether directly or indirectly referenced in this agreement.

14. Domain Name Disputes

- 14.1. If you registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy, which is incorporated herein and made a part of this Agreement by reference.
- 14.2. If the registration of your domain name is challenged by a third party, you will be subject to the provisions specified in any documented dispute policy, whether directly or indirectly referenced in this agreement, in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in any documented dispute policy, whether directly or indirectly referenced in this agreement.

15. Stipulated ICANN Policy

- 15.1. The registration of your domain name is subject to suspension, cancellation, or transfer pursuant to any ICANN-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN-adopted policy (whether directly or indirectly referenced in this agreement);
 - 15.1.1. to correct mistakes by Registrar or the Registry in registering the name; or
 - 15.1.2. for the resolution of disputes concerning the domain name.

16. Stipulated MOBI Policy

- 16.1. Registered Name Holder shall:
 - 16.1.1. Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement;
 - 16.1.2. Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement;
 - 16.1.3. Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotMobi"), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotMobi have vested and that dotMobi has relied on its third party beneficiary rights under this Agreement in agreeing to Synergy Wholesale Pty Ltd being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotMobi shall survive any termination or expiration of this Agreement;
 - 16.1.4. Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN;
 - 16.1.5. Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar;
 - 16.1.6. Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents;
 - 16.1.7. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP");
 - 16.1.8. Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name;
 - 16.1.9. Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General

Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration.

- 16.1.10. Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute.
- 16.1.11. Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotMobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described in the dotMobi Style Guide monitoring guidelines (www.mtld.mobi) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted.
- 16.1.12. Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract.

17. Agent Purchase

- 17.1. Should you intend to license use of a domain name to a third party you shall nonetheless be the domain name holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name.
- 17.2. You shall accept liability for harm caused by wrongful use of the domain name, unless you promptly disclose the identity of the licensee to the party providing you reasonable evidence of actionable harm, as stipulated in Section 5 (Registrant Name Holder).
- 17.3. Any third party must be made aware of all Synergy Wholesale, ICANN, auDA and any other regulatory bodies or registry operators published policies, whether directly or indirectly referenced in this agreement.
- 17.4. In the event that an issue arises with service delivery, Synergy Wholesale will only cover the extent of the products Wholesale cost.

18. Indemnity

- 18.1. You agree to indemnify Synergy Wholesale and its officers, directors, agents and personnel from and against all losses, claims, demands, suits, actions, proceedings, penalties, liabilities, costs and expenses (including without limitation legal fees and expenses), of whatever kind arising from:
 - 18.1.1. death of or injury to any person to the extent caused by the conduct of Reseller, its officers, directors, agents or personnel;
 - 18.1.2. damage to or loss or destruction of any real or tangible property to the extent caused by the conduct of Reseller, its officers, directors, agents or personnel; and
 - 18.1.3. any third party claims or allegations in respect of any privacy obligations owed to such third parties by Reseller, arising out of a breach by Reseller of its obligations under this agreement.
- 18.2. Synergy Wholesale will not be liable to the client for any loss or damage whatsoever suffered, or that may be suffered (including but not limited to direct, economic and consequential loss) as a result of any act or omission by Synergy Wholesale whether negligent or otherwise, in the performance of any

duty, obligation or function under this Agreement or in any way arising out of its being party to or in connection with this Agreement.

18.3. To the extent permissible by law Synergy Wholesale expressly disclaims all conditions and warranties, express or implied, in respect of the subject matter of this Agreement. If any condition or warranty is implied into this Agreement pursuant to any legislation (including without limitation the Trade Practices Act 1974) and the legislation avoids or prohibits provisions in a contract excluding or modifying the application of, exercise of, or liability under such condition or warranty, the condition or warranty will be deemed to be included in this Agreement, provided that the liability of Synergy Wholesale which of the condition or warranty shall, if the legislation so permits, be limited, in the sole discretion of Synergy Wholesale, to

18.3.1. the resupply of the services; or

18.3.2. the cost of the resupply of the services,

18.3.3. to a maximum liability of \$100, in respect of which the breach occurred, and otherwise will be limited to the maximum extent permitted by law.

18.4. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name.

19. Ownership Transfer

19.1. You agree that the registrant or administrative contact at the time the domain name is secured is the owner of the domain name.

19.2. Any transferee that you wish to transfer the domain to must be made aware of all Synergy Wholesale or related policies, whether directly or indirectly referenced herein.

19.3. You agree that the domain transfer will not happen until we have written agreement and confirmation.

19.4. The transferee has been bound by the contractual terms of this agreement.

19.5. If the transferee fails to acknowledge this, the transfer will be made null and void.

20. Breach and Termination

20.1. Any failure to abide by any provision of this Agreement or related Synergy Wholesale policies or agreements may be considered a breach of this agreement, and we may terminate this agreement at any time.

20.2. If within 30 days you fail to provide any notice, response or evidence, which we deem as appropriate, we may delete your registration and domain name from the registry.

20.3. We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other Services within thirty (30) calendar days from receipt of your payment for such services or at any time.

20.4. In the event we do not register your domain name or register you for other Services, or we delete your domain name or other Services within such thirty (30) calendar day period, we agree to refund your applicable fee(s).

20.5. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, reserve, or delete your domain name or register you for other Services.

21. Disclosure And Use Of Registration Information

21.1. You agree that your domain name and registration information will be provided to and not limited to;

- 21.1.1. ICANN;
 - 21.1.2. the registry administrators;
 - 21.1.3. and to any other third parties that ICANN may appoint, or applicable laws require or permit.
- 21.2. You agree and acknowledge that we may make publicly available or directly available to third party vendors, some or all of your domain name registration information, for the purpose of inspection (Whois) or other purposes deemed by ICANN and any applicable laws.
- 21.3. You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, API environment or similar service.
- 21.4. Any information provided in a domain update or contact update will be passed on as per our agreements, whether directly referenced or inferred.
- 21.5. You hereby waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us.

22. Agreement Notices

- 22.1. Any notice, direction and or other communication given under this agreement shall be in writing, and sent via email or regular postal mail.
- 22.2. In the case of email, valid notice shall only be sent to customercare@synergywholesale.com, or the registrant contact details on the Whois. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 16:00 AEST, otherwise it will be deemed to have been delivered on the next business day.
- 22.3. In the case of mail, valid notice shall only be sent to the postal address detailed below:

Synergy Wholesale
PO Box 119
Beaconsfield VIC 3807
Australia

And in the case of notification to you shall be the address specified in the "Registrant Contact" in your WHOIS record.

23. Dispute Resolution

- 23.1. Purpose of Dispute Resolution Policy
- 23.1.1. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you.
 - 23.1.2. Proceedings will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <https://www.icann.org/resources/pages/help/dndr/udrp-en>, and the selected administrative-dispute-resolution service provider's supplemental rules.
- 23.2. Your Representations
- 23.2.1. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that;
 - 23.2.1.1. the statements that you made in your Registration Agreement are complete and accurate;

- 23.2.1.2. to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party;
- 23.2.1.3. you are not registering the domain name for an unlawful purpose; and
- 23.2.1.4. you will not knowingly use the domain name in violation of any applicable laws or regulations.
- 23.2.2. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

23.3. Cancellations, Transfers and Changes

- 23.3.1. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:
 - 23.3.1.1. subject to the provisions of clause 21.8 our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
 - 23.3.1.2. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
 - 23.3.1.3. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN.
- 23.3.2. We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

23.4. Mandatory Administrative Proceeding

- 23.4.1. This clause sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at www.icann.org/udrp/approved-providers.htm (each, a "Provider").
 - 23.4.1.1. Applicable Disputes - you are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that;
 - 23.4.1.1.1. your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
 - 23.4.1.1.2. you have no rights or legitimate interests in respect of the domain name; and
 - 23.4.1.1.3. your domain name has been registered and is being used in bad faith. In the administrative proceeding, the complainant must prove that each of these three elements are present.
 - 23.4.1.2. Evidence of Registration and Use in Bad Faith, the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:
 - 23.4.1.2.1. (circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
 - 23.4.1.2.2. you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

- 23.4.1.2.3. you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- 23.4.1.2.4. by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your website or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.
- 23.4.1.3. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name:
 - 23.4.1.3.1. before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or
 - 23.4.1.3.2. you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or
 - 23.4.1.3.3. you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.
- 23.4.2. Selection of Provider - The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding.
- 23.4.3. Initiation of Proceeding and Process and Appointment of Administrative Panel - The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").
- 23.4.4. Consolidation - In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.
- 23.4.5. Fees - All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant.
- 23.4.6. Our Involvement in Administrative Proceedings - We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.
- 23.4.7. Remedies - The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.
- 23.4.8. Notification and Publication - The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.
- 23.4.9. Availability of Court Proceedings - The mandatory administrative proceeding requirements set shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be cancelled or transferred, we will wait ten (10) business days (as observed in the

location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under the Rules of Procedure. If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive;

- 23.4.9.1. evidence satisfactory to us of a resolution between the parties; or
- 23.4.9.2. evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or
- 23.4.9.3. a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

23.5. All Other Disputes and Litigation

- 23.5.1. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

23.6. Our Involvement in Disputes

- 23.6.1. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defences deemed appropriate, and to take any other action necessary to defend ourselves.

23.7. Maintaining the Status Quo

- 23.7.1. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy.

23.8. Transfers during a Domain Dispute

- 23.8.1. Transfers of a Domain Name to a New Registrant

- 23.8.2. You may not transfer your domain name registration to another holder;

- 23.8.2.1. during a pending administrative proceeding for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or

- 23.8.2.2. during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

- 23.8.3. Changing Registrars

- 23.8.3.1. You may not transfer your domain name registration to another registrar during a pending administrative proceeding for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceedings are concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the

domain name dispute policy of the registrar from which the domain name registration was transferred.

23.9. Policy Modifications

- 23.9.1. We reserve the right to modify this Policy at any time with the permission of ICANN.
- 23.9.2. We will post our revised Policy at least fourteen (14) calendar days before it becomes effective.
- 23.9.3. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change.
- 23.9.4. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us, or transfer your domain to another registrar.
- 23.9.5. You agree that Synergy Wholesale will not be liable for any damages, costs or other related outcomes associated with objection to modifications of the policy.
- 23.9.6. The revised Policy will apply to you on the date it is set to become effective until you cancel your domain name registration, or transfer your domain name to another registrar.
- 23.9.7. We have the right to modify this policy at any time, without notice to become effective immediately.

24. Limitation Of Liability

- 24.1. Synergy Wholesale or related entities shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services.
- 24.2. Our liability is limited to the extent permitted by law.
- 24.3. We disclaim any and all loss or liability resulting from, but not limited to:
 - 24.3.1. loss or liability resulting from access delays or access interruptions;
 - 24.3.2. loss or liability resulting from data non-delivery or data misdelivery;
 - 24.3.3. loss or liability resulting from acts of God;
 - 24.3.4. loss or liability resulting from the unauthorized use or misuse of your login information;
 - 24.3.5. loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement;
 - 24.3.6. loss or liability resulting from the interruption of your Service.
- 24.4. Synergy Wholesale or it's related entities will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.
- 24.5. In no event shall our maximum liability exceed the wholesale price of the service or product or five hundred (\$500.00) Australian dollars, whichever is the lesser.

25. Modifications To This Agreement

- 25.1. Synergy Wholesale may, at any stage,

- 25.1.1. revise, update, change or modify the terms and conditions of this agreement; and
- 25.1.2. change the services provided or provisioned under this agreement
- 25.2. Any revision, update, change or modification to these terms and conditions will have an immediate effect.
- 25.3. Notification of a revision, update, change or modification to these terms and conditions will be provided to you via our website, and in most cases courtesy email notification.
- 25.4. You agree that the onus remains on you to ensure you keep up to date with any revisions, updates, changes or modifications to this agreement.
- 25.5. If you do not agree to a revision, update, change or modification, you may terminate this agreement at any time by following the policies for termination of services as set out in any published agreement.
- 25.6. You agree that, by continuing to use the Services following notice of any revision to this Agreement or change in service(s), you shall abide by any such revisions or changes.
- 25.7. You agree to abide by the ICANN Uniform Dispute Resolution Policy ("Dispute Policy") as amended from time to time.
- 25.8. By maintaining the reservation or registration of your domain name after modifications become effective, you have agreed to these modifications.
- 25.9. You acknowledge that if you do not agree to any such modifications, you may request that your domain name be deleted from the domain name database.

26. Breach

- 26.1. In the event that client fails to fulfil or is in breach of any of its obligations under this Agreement and does not rectify the omission or breach after receiving 30 day's notice in writing from Synergy Wholesale to do so, then Synergy Wholesale is entitled to terminate this agreement by giving written notice to client of the termination, which will be effective immediately unless otherwise stated in the notice.
- 26.2. Any breach of this, or any Synergy Wholesale, Registry or Industry body agreement, whether explicitly referred in this agreement, may, at the determination of Synergy Wholesale, result in immediate termination of this agreement, and any services the client may have with Synergy Wholesale.

27. Changes

- 27.1. Synergy Wholesale may amend our gTLD Registrant Agreement at any time. Changes to this agreement will become effective upon their publication to our website.
- 27.2. Continued use of the Service(s) constitutes acceptance of the amended terms. If you do not wish to accept the amended terms, you may request cancellation of your Services) in-line with our cancellation policy found within our Terms of Service.

If you have any questions about this agreement, please contact our Customer Care team at customercare@synergywholesale.com

DOCUMENT CHANGE HISTORY

Date	Description of Change	Version
2021-06-08	▸ Reviewed policy and made formatting changes.	1.5
2018-05-29	▸ Changes to Synergy Wholesale branding	1.4
2015-04-20	▸ Addition of new clause 16 pertaining to the Rightside Registry Policy	1.3
2015-01-30	▸ Update logo in document to new Synergy Wholesale logo	1.1
2014-05-22	▸ Document creation for Synergy Wholesale Pty Ltd	1.0