

Vodafone fixed line and broadband domain name service terms



vodafone

1 We agree that we will:

- (a) comply with all .nz policies and accurately represent these to you;
- (b) 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;
- (c) 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);
- (d) process any new .nz domain name registrations with the registry within 2 working days from the time we receive all the information required to complete a registration if it is within our advertised business hours of 9am - 5pm Monday to Friday and otherwise within 8 business hours;
- (e) 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;
- (f) 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;
- (g) arrange for correction of any error in the register about any domain name registered to you when requested;
- (h) provide to you, or to someone we reasonably be acting on your behalf, the unique authentication ID for your domain name when requested and for no charge;
- (i) use your personal information only as authorised by you;
- (j) take all reasonable steps to safeguard and protect all information about you stored in our databases and system(s);
- (k) comply with any order of any authority having jurisdiction regarding any domain name registered to you;
- (l) use our best endeavours to deal with any complaints you may have about the services we provide for you.

2. You must:

- (a) comply with the .nz policies. These are listed at <http://dnc.org.nz/story/30037-35-1.html>. You agree that you have read and understood the current policies;
- (b) keep the unique authentication ID for your domain name and any other security information that we give to you confidential, safe and secure;
- (c) ensure that the use of any domain name registered to you does not interfere with other users of the internet;
- (d) ensure that any order of any authority having jurisdiction regarding any domain name registered to you is complied with;
- (e) protect us, and everyone 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; and
- (f) make sure that everyone you are responsible for or who uses a domain name registered to you also meets the above duties.

3. When a domain name in the .nz domain name space is registered to you, then you agree:

- (a) that the following information becomes available to any member of the public:
 - your name
 - your contact details; and
 - the domain name, its commencement and expiry dates and addresses/details of the name servers for it and our name;
- (b) the domain name is registered in your name only because no other person has it according to the records of the register;
- (c) 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
- (d) 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.

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

5. 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 14 days' notice before we initiate action to cancel that domain name.

6. You acknowledge that, except where we have acted in bad faith, neither we nor the registry, InternetNZ nor any officers, employees, contractors or agents of any of us, is liable to you or has to pay you for anything else in connection with or resulting from anything any of them does or does not do, or delays in doing, whether or not it is contemplated or authorised by the agreement you have with us. This exclusion applies whatever you are claiming for and in whatever way liability might arise.

If any of the people named in this clause is ever liable to you and for any reason cannot rely on the exclusion of liability set out in this clause then the maximum combined amount that 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 month's fee paid by you for our Domain Name Service. This clause does not in any way limit the exclusions and limitations of liability in our standard business or residential terms (whichever are applicable to you). Nothing in this clause limits any rights you may have under the Consumer Guarantees Act 1993.

7. All charges in connection with domain name registration or renewal (as specified by us from time to time) must be paid in advance. No application for registration or renewal will be submitted until we have received payment from you. As a result, non-payment of charges may result in your domain name registration lapsing or being terminated. Charges are not refundable.

8. These terms apply in addition to our Vodafone fixed line and broadband terms and conditions. If there is any conflict between these terms and our Vodafone fixed line and broadband terms and conditions then these terms prevail.