

DOMAIN NAME TERMS AND CONDITIONS

Web Set Go is the registered trading name and trademark of Acquaint Pty Ltd ABN 99081829709 (referred to throughout as 'supplier' 'we' 'our' or 'us'.) The client may be referred to as 'you' 'your' or 'Client' or 'customer.'

Our terms and conditions are comprised of several documents combined being (a) General Terms & Conditions; (b) your quote/proposal (c) the specific Terms and Conditions for your service and (d) any applicable third party supplier or governing body's terms & conditions. Our support website contains the latest versions and all our terms and conditions, please refer to it regularly for updated & changes. <https://websetgo.com.au/terms>

Use of our services (referred to throughout as 'domain names' 'domains' 'registration' 'renewal' or 'services') indicates your agreement to all our terms and conditions.

1. Registration License

Domain name licenses (referred to as 'domain names' and 'domains') provide a real name way of locating hosting servers.

Client acknowledges that domain names are licenses and not physical property.

The use of domain names is governed by national and international authorities.

Worldwide distributors manage the costs and process of registrations, renewals, and transfers.

Domain names registrations and licenses are not to be confused with processes, rights and authorities of business or company name registrations, trademarks or copyright.

2. Included Services

Large and small resellers offer domains names to the public for use. They each bundle different services based on their business model.

Client accepts that the only service included by Web Set Go with the purchase of a domain name is the license.

Client accepts that Web Set Go does not offer an online portal, email, forwarding, domain name server (DNS) or any other services that may be bundled by other resellers.

If these services are offered by Web Set Go they will be charged at prevailing support rates.

3. Anniversary & Expiry Date

Clients understand that Web Set Go substitutes the term "expiry date" in favor of "anniversary date". The anniversary date is typically the annual recurring registration date for the domain.

4. Registration Period

Client agrees that domain names are registered for fixed recurring periods.

Web Set Go reserves the right to renew or register a domain for one (1) year when no other period is requested by Client.

Client agrees that renewal will continue recurring until a cancellation request is received or the domain is transferred away from Web Set Go.

5. Fees & Charges

Client accept Web Set Go is not a major domain reseller. Domain services are provided by request of clients for convenience. Client accepts that the

prices are comparatively higher than bulk domain resellers.

Web Set Go reserves the right to change its fees, charges, and prices at any time.

Client agrees that the availability and price information we provide for a domain name is only an indication and may change when registration or renewal happens.

Client agrees when domain name registration or renewal has been included in a quotation, estimation, or proposal that the price may vary.

Client accepts that domain names will be invoiced at the price ruling at the time of registration.

Web Set Go reserves the right to charge an application, registration, transfer, rescue, or migration fee when Client registers and/or renews a domain name.

Client agrees, domain name fees do not extend to include portfolio management, naming strategy, security advice or audit of domain names.

All prices are expressed in Australian dollars and exclude GST.

6. Renewals

Client agrees that domain names are subject to a recurring renewal at the end of each registration period.

Client agrees that Web Set Go should automatically renew a domain name(s) at least 45-days before each anniversary.

Client accepts, renewal is independent of thier payment. Once renewal occurs, Client accepts and agrees they are responsible for payment of the renewal invoice, even if they no longer wish to hold/own/use the domain.

7. Invoices

Client agrees, invoices associated with a new domain name registration may be issued before or after a domain name is registered.

Web Set Go reserves the right to issue domain name renewal invoices anytime up to ninety (90) days in advance or after the anniversary date.

Invoices for domain renewals are generally issued 60-days in advance of the anniversary date.

Client accepts, Web Set Go may issue invoices that do not state the start and end date of the domain name registration period.

We will only email invoices from the domains @websetgo.com.au or @acquaint.com.au.

8. Payment

Client agrees that invoices for domain name renewals and associated services are generally due in advance.

Client agrees to pay all invoices in full within seven (7) days of issue.

Client accepts that domain registration and renewal is independent of payment. Withholding payment is not a cancellation request.

Client agrees to provide credit card details for automated payment of domain name renewals.

Exceptions to this requirement may be made for a Client with multiple services and an excellent payment history. Where payment is made other than by credit card, Client agrees to email a remittance advice to accounts@websetgo.com.au.

Client agrees that late or failed payments or remittance notification may result in the cessation of other services until payment is rectified.

Unpaid invoices will be pursued legally like any other unpaid product or service.

9. Cancellations

Client agrees that they may not cancel or revoke a new domain name application or order.

Client accepts, the only way to stop renewal is by requesting cancellation by email a minimum of 45-days before the anniversary date.

Client accepts all cancellations must be submitted by email to accounts@websetgo.com.au.

Web Set Go reserves the right to cancel any domain name order when the information supplied by the client is incomplete or inaccurate; the domain name is unavailable for registration; or for any other reason.

10. Refunds

Client agrees that we do not offer refunds for cancellations, either partial for any unused period or in full up to and including complete cancellation.

In the event a domain name fails registration, renewal, or transfer, Web Set Go will only refund the registration or renewal fee.

Transfer fees are non-refundable and any associated support services will not be refunded.

11. Anniversary Reminders

Client accepts, they may receive multiple anniversary reminders before the invoice is issued.

These reminders may be sent by Web Set Go and/or our wholesalers. These reminders are required or recommended by auDA or other governing bodies.

12. Other Communication

Acquaint reserves the right to use multiple suppliers to obtain different type of domain names on behalf of clients.

Client accepts that they may receive communication directly from our suppliers in relation to their domain names.

Client also accept they may receive communication from the governing bodies in their country or the country of jurisdiction for the domains they own.

Client accepts as domain name owners; they are obliged to locate and familiarize themselves with any applicable law that may apply.

13. Disputes

Web Set Go will not become involved (whether directly or indirectly) in any dispute pertaining to the domain name and where a conflict arises between name holders or prospective registrants about the domain name registration, those parties must resolve the issue independently of Web Set Go.

Client agrees that an invoice may only be disputed within seven (7) days of the issue date. After this period, the invoice is accepted by the client.

14. Availability

Client agrees that confirmation of your order and payments does not guarantee that the domain name has been successfully registered.

We do not accept responsibility, nor provide any guarantee that the domain name has been successfully registered until we receive registration confirmation from the registry.

Web Set Go accepts no responsibility for the accuracy or inaccuracy of availability.

15. Renewal Grace Period

Client understands that expired and cancelled domain names will be deleted, and the domain name will be available to the public for registration.

Registry operators reserve the right to selectively provide Web Set Go with the ability to 'restore' a deleted domain name registration for a customer. Client accepts that such a Redemption Grace Period (RGP) is not guaranteed.

Client agrees to pay additional fees (a) charged by the registrar (wholesaler) to restore and renew a domain name registration during the RGP and (b) charged by us to administer the renewal process.

16. Transfer Away

Web Set Go will not unreasonably stop a client transferring a domain name to another reseller.

Any outstanding payments must be collected before a domain name is available for transfer.

Australian domain name transfer passwords are available at <https://pw.auda.org.au/>.

All other domain types need passwords to be requested by email support@websetgo.com.au. The passwords will be emailed by our suppliers directly to the registration address.

Client agrees to pay for any assistance requested beyond passwords and unlocking domains for transfer.

17. Accurate Information

Client agrees to provide complete and accurate details of the registrant (the license holder of the domain name).

Client accepts they must provide any information determined necessary by the domain authority for the domain type being registered.

Client accepts the registration information is not maintained by Web Set Go. Any changes must be requested and are subject to support fees.

Client agrees to ensure that the registrant details are updated within seven (7) days of these details changing.

Client agrees that they are an identifiable individual over the age of 18 years of age, and/or, a legally constituted organisation.

Client agrees to notify Web Set Go if the ownership of a domain name needs to be changed. Transfer of ownership is complex and attracts significant fees.

Client agrees, upon request, to verify the contact details of themselves and additionally the registrant of a domain name record. Should the domain authority request to validate information, and the customer fails to respond within seven (7) days, the domain authority may suspend and/or cancel the domain name registration. Failing to respond to such requests constitutes a material breach of this agreement.

18. License Obligations

Web Set Go is a domain name reseller. License obligations are imposed by the governing and registration authorities not Web Set Go.

Client agrees that the domain name will not infringe the legal rights (including, without limitation, the intellectual property rights) of any third party and you will only use the domain for lawful purposes.

Client agrees to comply with any orders of any authority having jurisdiction in relation to the domain.

Client agrees to comply with all applicable terms and conditions, standards, policies, procedures, and practices set in place by ICANN, auDA, the Registrar and of the Registry Operator of their respective name spaces.

Client accepts full responsibility to acquire the necessary knowledge to fulfill their obligations.³

Client agrees in respect of a restricted domain name, for the period of the registration they will meet all the eligibility criteria contained in the restriction policies.

19. Privacy Policy

Web Set Go will pass on your full name, mailing address, telephone and fax numbers, and email address to the relevant suppliers, registry, and domain authority when you apply to register, renew, or transfer a domain name.

Client agrees that all registration information supplied to license a domain name is made available to the public. Each type of domain name exposes different types of registration information.

Client agrees to be responsible and selective when providing the information used for registration.

Web Set Go accepts no responsibility for any damages and costs associated with this information being made available to the public.

20. Hold Harmless

Client will hold Web Set Go harmless against any and all costs or damages associated with the expectation of registration or inability to successfully register or renew a domain name.

Should Web Set Go be found liable for damages then Client accepts that the maximum extent of damages payable will equate to one year's domain name registration at the standard annual registration rate for the type of domain (TLD).

21. Jurisdiction

Regardless of which jurisdiction you are domiciled in, you agree to ensure that you comply with all applicable local laws, rules and regulations for your domain name.

Except for disputes governed by the Uniform Domain Name Dispute Resolution (uDRP) Policy, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia, without regard to conflict of laws principles.

Client agrees that any action relating to or arising out of this Agreement shall be brought before a recognized arbitrator or law court of the Commonwealth of Australia, and you hereby consent to jurisdiction and venue in the Victoria, Australia.

22. Errors & Omissions Excepted

You agree all items published by us may contain errors and omissions and are subject to correction without notification.

Web Set Go will not be held responsible for any domain name lost due to failure to comply with our terms.

Client agrees to transfer their domains away if they no longer agree to the terms and condition.

Last updated 23 May 2020. Replaces all previous versions for new and current domain registrations and clients.