

## Service Schedule for Business Web Systems Management

### 1. About this Service Schedule

- 1.1. This Service Schedule applies where a Quotation that you and we execute expressly provides for our supply of one or more of the following services to you (collectively, the **Business Web System Management Services**):
- domain name registration and renewal services;
  - SSL certificate registration and renewal services;
  - DNS configuration services.
- 1.2. This Service Schedule must be read in conjunction with our Terms of Service, as applicable, and the other documents that comprise the Agreement. Words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the Terms of Service, as applicable.

### 2. Domain Name Registration and Renewal

- 2.1. We will use our best endeavours to deliver the Domain Name Registration and Renewal Services to Your Premises specified in the Quotation in accordance with the requirements specified in the Quotation (the **Domain Name Registration and Renewal Services**).
- 2.2. We may carry out Domain Name Registration and Renewal Services in our capacity as a domain name registrar or using a third party domain name registrar in our absolute discretion.
- 2.3. We offer domain name registration and renewal services for domain names ending in .com.au, .net.au, .org.au, .asn.au and id.au (**Australian Domain Names**). Domain names registered and renewed in Australia with us are subject to:
- this Service Schedule; and
  - the policies published by auDA Domain Administration Limited (**auDA**) from time to time at <https://www.auda.org.au/policies>.
- 2.4. We also offer generic top-level domain name registrations and renewals for domain names ending in .com, .net, .org, .info, and .biz (**gTLDs**). All gTLDs registered, renewed, transferred, or maintained via us are subject to:
- this Service Schedule and the other documents that form the Agreement; and
  - the Internet Corporation for Assigned Names and Numbers (**ICANN**)'s Uniform Domain Name Dispute Resolution Policy located at [icann.org](http://icann.org).
- 2.5. We will accept applications to register and renew Australian Domain Names and gTLDs (collectively **domain names**) that comply with all relevant auDA and ICANN policies. We cannot register a new domain name unless it is available.
- 2.6. We may, in our sole discretion, accept or reject your application for registration or renewal for any reason, including, but not limited to, where we are aware that a request for registration or renewal is in respect of a prohibited domain name or a domain name in which a third party has any proprietary rights.
- 2.7. We will assess all applications for domain names that are received by reference to the relevant registry policies. We will use our reasonable endeavours to assess the correctness of the information provided in applications we receive and are not required to process a domain name registration application where we are not satisfied that you satisfy the registry policies.
- 2.8. By applying to register a domain name, or by requesting that we maintain or renew a domain name registration, you represent and warrant to us that:
- all statements made by you in connection with such application for registration, maintenance, or renewal are complete and accurate;
  - you are eligible under all applicable auDA and ICANN policies to be the registrant of the domain name; and
  - the registration of the domain name will not infringe upon or otherwise violate the rights of any third party (including any registered or unregistered trademark).
- 2.9. It is your responsibility to determine whether your domain name registration infringes or violates the rights of others, including trade mark rights, and whether any foreign

language translations of the domain name infringe or violate the rights of others.

- 2.10. The successful registration of a domain name does not confer any rights on you in any of the words that comprise the domain name.
- 2.11. We will address and send emails to the person designated by you as your contact person, using the email address provided by you. You are entirely responsible for ensuring that your contact information is up to date and accurate, that your email service is functioning, and that you check your emails on a regular basis.
- 2.12. You shall notify us of any changes to your email address or other contact information immediately by email to [info@procomputers.com.au](mailto:info@procomputers.com.au).
- 2.13. Subject to clause 2.14 of this Service Schedule, if we send an email to your email address that you have last notified us of, you are deemed to have received that email, and we are under no obligation to take any further action to confirm that email has been received, opened, and/or read, unless you promptly notify us that the email was not delivered to our email address.
- 2.14. If we receive an automated email non-delivery notification indicating that any email that we send to you is not delivered regarding Domain Name Registration and Renewal Services or other Business Web System Management Services, we will use reasonable efforts to contact you using the other contact information you provide.
- 2.15. You will receive a domain name password if your application for registration of a domain name is successful. You are responsible for keeping the domain name password safe from unauthorised usage. We are not liable in any way for the unauthorised use or misuse of your domain name and password.
- 2.16. You undertake to pay us the then-current Fees as set forth in our price list for Domain Name Registration and Renewal Services, which is available upon request from us, upon submission of your domain name application or renewal application to us.
- 2.17. Even if your domain name registration is suspended, cancelled, or transferred before the end of your current registration period, all payments are non-refundable. We have the right, in our sole discretion, to change Fees, surcharges, renewal prices, or impose extra fees at any time and for any reason for Domain Name Registration and Renewal Services.
- 2.18. We will not process, and are under no obligation to do process, your application for registration or renewal of a domain name until we receive payment of the registration or renewal Fee.
- 2.19. We will notify the administrative contact for your domain name that you register with us at least 30 days before the renewal fee is due. A domain name registration will not be processed for renewal until we receive a renewal request and full payment of all applicable Fees from you.
- 2.20. You acknowledge that, as the Internet, domain name system, and practise of registering and administering domain names are modified from time to time by third parties, we may modify this Service Schedule, as well as any additional rules or policies that are or may be published by us, as necessary to comply with any AuDA or ICANN policy. Your renewal of any domain name with us constitutes acceptance of all such modifications and additional rules or policies. If you do not agree to any of these changes, you may request that your domain name registration be cancelled or transferred to another domain name registrar.
- 2.21. If you provide information about a third party when applying for a domain name registration, or if you licence a domain name registered in your name to a third party, you represent and warrant that you have given that third party notice of the disclosure and use of that party's information as set forth in our Privacy Policy, and that you have obtained that third party's express consent.
- 2.22. You acknowledge and agree that knowingly providing inaccurate or unreliable information, or knowingly failing to

update information on a timely basis, will constitute a material breach of the Agreement, and will be sufficient grounds for the cancellation of your domain name registration. You also acknowledge and agree that your failure to respond to our inquiries about the accuracy of contact details associated with your domain name registration for more than 15 calendar days will constitute a material breach of the Agreement and will be sufficient grounds for your domain name registration to be cancelled.

- 2.23. You acknowledge and agree that we own all database, compilation, collective, and similar rights, title, and interests worldwide in its databases, as well as all information and derivative works generated from those databases, subject to the *Copyright Act 1968* (Cth).
- 2.24. Furthermore, you hereby grant to us, a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up right and licence to use the following information to provide Business Web System Management Services, including the rights to copy, distribute, display, perform, transmit, prepare derivative works from, or otherwise use without restriction (other than as set forth in the Agreement):
  - (a) the original creation date of a domain name registration;
  - (b) the expiration date of a domain name registration;
  - (c) the name, postal address, email address, voice telephone number and where available fax number of the technical contact, administrative contact, zone contact and billing contact for a domain name registration;
  - (d) any remarks concerning a registered domain name that appear or should appear in a WHOIS or similar database; and
  - (e) any other information we generate or obtain in connection with the provision of the Services.
- 2.25. You agree that if you license the use of a domain name registered in your name to a third party, you remain the domain name holder of record and are responsible for all obligations under this Agreement, including but not limited to payment obligations and providing (and updating, as necessary) both your own full contact information, as well as accurate technical, administrative, billing, and zone contact information.
- 2.26. The domain name registration process relies on our and third party computer system. Occasionally, such computer systems, are subjected to unusually high volumes of incoming domain name registration requests, electronic mail messages, and/or WHOIS queries, causing significant delays in the processing of domain name registration and renewal services.

### **3. SSL Certificate Registration and Renewal**

- 3.1. We provide SSL certificate registration and renewal services using Third Party Provider services. Your registration and renewal of any SSL certificate is subject to the Third Party Provider's agreement, a copy of which is available on request.

### **4. DNS Configuration**

- 4.1. Our DNS configuration services include configuring your zone records for you as set out in the Quotation.
- 4.2. Our DNS configuration services are professional services that are subject to our Service Schedule for Professional Services.
- 4.3. You must provide us with all relevant resources, including access to your domain name zone records, as required by us, in order for us to provide DNS configuration services to you.