DOMAIN REGISTRATION TERMS

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LEGAL & POLICIES

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1. Introduction

These Domain Registration Terms govern the registration, renewal, transfer and management of domain names purchased through Cloudtria Limited ("Cloudtria", "we", "us" or "our").

Cloudtria provides domain registration and management services through authorised third-party registrar and registry service providers, including OpenSRS, operated by Tucows.

Cloudtria acts as a domain name reseller and service provider. We are not the registry operator for the domain extensions offered through our services.

By purchasing, registering, transferring or renewing a domain name through Cloudtria, you agree to these terms, the applicable domain registration agreement and all relevant registry, registrar and governing authority policies.

2. Definitions

For the purposes of these terms:

Domain name: The internet domain name registered or managed through Cloudtria.

Registrant: The individual or legal entity identified as the registered holder of a domain name.

Registrar: The organisation authorised to facilitate domain registrations and manage registrations within a particular top-level domain.

Registry: The organisation responsible for operating and maintaining a particular top-level domain.

Reseller: Cloudtria, acting as an intermediary through which customers purchase domain registration services.

TLD: A top-level domain, such as .com, .net, .org or .nz.

OpenSRS: The domain registration platform operated by Tucows and used by Cloudtria to facilitate supported domain registration services.

3. Cloudtria's role as a domain reseller

Cloudtria facilitates domain registrations, renewals and transfers through third-party registrar and registry providers.

For domains processed through OpenSRS, the sponsoring registrar is generally Tucows Domains Inc., subject to the applicable domain registration record and TLD.

Cloudtria is responsible for facilitating the services purchased through its platform but does not directly control the operations, policies or systems of external registries.

Domain registrations are subject to the rules and requirements established by:

- The relevant domain registry.
- The sponsoring registrar.
- ICANN, where applicable.
- National domain authorities and administrators.
- Other applicable governing organisations.

These rules may change from time to time and may apply independently of these terms.

4. Domain name registration

4.1 Registration requests

Customers may request domain registrations through the Cloudtria website or customer portal.

All registrations are subject to availability and acceptance by the relevant registry.

A domain search result indicating that a domain name is available does not guarantee successful registration.

A domain name is considered registered only when the relevant registry has accepted and processed the registration request.

4.2 Registration accuracy

Customers are responsible for ensuring that their requested domain names and registration details are accurate.

Cloudtria is not responsible for losses arising from:

- Incorrect domain names submitted by customers.

- Inaccurate registrant information supplied by customers.
- Registration requests rejected by a registry.
- Domain names becoming unavailable before registration is completed.
- Restrictions imposed by a registry or governing authority.

4.3 Registration eligibility

Certain domain extensions have eligibility, residency, citizenship, business registration or other qualification requirements.

Customers must satisfy all applicable requirements for the domain extension they are registering.

Cloudtria may request supporting documentation or reject a registration request where eligibility cannot be established.

5. Domain ownership and registrant information

The person or organisation recorded as the Registered Name Holder is generally recognised as the registrant of the domain name.

Customers must ensure that the correct individual or legal entity is recorded as the registrant.

Customers must provide complete, accurate and current registration information, which may include:

- Registrant name or organisation.
- Physical and postal address.
- Email address.
- Telephone number.
- Administrative contact information.
- Technical contact information.
- Other information required by the applicable registry.

You are responsible for maintaining accurate registration information throughout the domain registration period.

Providing false, misleading or incomplete registration information may result in suspension or cancellation of a domain name.

6. Domain registration periods and renewals

Domain registrations are purchased for a defined registration period determined by the applicable TLD.

Available registration periods and renewal options are displayed during the ordering process.

6.1 Automatic renewal

Where automatic renewal is available and enabled, Cloudtria may attempt to renew the domain name before its expiry date.

Customers are responsible for ensuring that:

- Their account and billing information is current.
- Sufficient funds or an authorised payment method are available.
- Their domain renewal settings reflect their intentions.

An automatic renewal attempt does not guarantee successful renewal.

6.2 Manual renewal

Customers may manually renew eligible domain names through the Cloudtria customer portal.

Renewal requests should be submitted sufficiently in advance of the expiry date to allow for processing and payment confirmation.

Cloudtria is not responsible for renewal failures caused by late customer instructions, payment failures or registry restrictions outside its reasonable control.

6.3 Renewal pricing

Domain renewal prices may differ from initial registration prices.

Customers should review the applicable renewal pricing before registering or renewing a domain.

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Cloudtria may update domain pricing to reflect changes in registry, registrar, currency, tax or other supplier costs.

7. Domain expiry and recovery

Customers are responsible for monitoring their domain expiry dates and ensuring that registrations are renewed before expiry.

If a domain is not renewed by its expiry date, the following may occur:

- The domain may stop resolving to its associated website or services.
- Email services associated with the domain may stop functioning.
- DNS records may become inactive or be modified.
- The domain may enter a grace, redemption or recovery period.
- The domain may eventually be deleted and made available for registration by another party.

The recovery process and applicable timeframes vary between TLDs and registries.

7.1 Expiry notifications

Cloudtria provides domain expiry notifications using the email address recorded against the customer's account and domain registration.

For supported OpenSRS registrations, expiry notification processes include email notifications approximately:

- 30 days before expiry.
- 5 days before expiry.
- 3 days after expiry.

Additional notifications may be provided where supported by the registrar or registry.

Customers are responsible for ensuring that their contact email addresses are valid, accessible and monitored.

Failure to receive or read a notification does not remove the customer's responsibility to renew a domain name before expiry.

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7.2 Redemption and restoration

Where supported by the relevant registry, an expired domain may be recoverable through a redemption or restoration process.

Restoration may involve additional fees imposed by the registrar or registry.

These fees are separate from ordinary renewal charges and will be communicated where applicable.

Not all domain extensions support redemption or restoration.

Once a domain has been deleted and released by the registry, Cloudtria cannot guarantee that it can be registered again.

8. Domain transfers

8.1 Transfers to Cloudtria

Customers may request the transfer of eligible domain names from another registrar to Cloudtria.

Transfers may require:

- A valid authorisation or transfer code.
- Approval from the registered domain holder.
- Confirmation through the registrant's contact email.
- Removal of applicable transfer locks.
- Compliance with the relevant registrar and registry transfer requirements.

Some domain extensions have additional requirements or restrictions.

8.2 Transfers away from Cloudtria

Customers may request the transfer of their domain names to another registrar, subject to applicable registry and ICANN policies.

Cloudtria will facilitate eligible transfers in accordance with the relevant requirements.

We will not intentionally obstruct a legitimate transfer request.

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Outstanding financial obligations, domain disputes, regulatory restrictions or other permitted transfer restrictions may affect the transfer process.

8.3 Transfer restrictions

Certain circumstances may prevent or delay a domain transfer, including:

- Newly registered domains subject to applicable transfer restrictions.
- Recent changes to registrant information where a transfer lock applies.
- Domain disputes or legal restrictions.
- Registry-imposed restrictions.
- Invalid or missing authorisation information.

Customers should contact Cloudtria if they experience difficulties transferring a domain.

9. Domain privacy and contact protection

Where supported, Cloudtria may offer domain privacy or contact protection services.

These services may replace publicly displayed registrant contact information with privacy service contact details.

Domain privacy does not remove the requirement to provide accurate and valid registration information to the registrar and registry.

The underlying registrant information may still be retained by the registrar or registry and may be disclosed where required by applicable law, regulatory requirements or legitimate dispute resolution processes.

Privacy services may be subject to additional fees and third-party provider terms.

10. Domain disputes and intellectual property

Customers are responsible for ensuring that their selected domain names do not infringe the intellectual property rights or other legal rights of third parties.

Registering a domain name does not grant ownership of a trademark, business name or other intellectual property rights associated with that name.

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Domain registrations may be subject to dispute resolution processes, including:

- The Uniform Domain Name Dispute Resolution Policy (UDRP).
- The Uniform Rapid Suspension System (URS), where applicable.
- Relevant registry-specific dispute resolution procedures.
- National domain dispute resolution policies.

For .nz domain names, applicable Domain Name Commission policies and dispute resolution procedures may apply.

Customers agree to cooperate with legitimate domain dispute proceedings and comply with applicable decisions.

Cloudtria may be required to suspend, transfer, cancel or otherwise modify a domain registration following a valid dispute resolution outcome or legal direction.

11. Suspension and cancellation

A domain name may be suspended, cancelled, restricted or transferred where required by:

- The applicable registry.
- The sponsoring registrar.
- ICANN or another governing authority.
- A court order or lawful government direction.
- An applicable dispute resolution process.

Cloudtria may also request or initiate appropriate action where:

- A customer breaches these terms.
- Registration information is false or materially inaccurate.
- Payment obligations remain outstanding.
- A domain is being used for unlawful activity.

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- A security incident or abuse complaint requires intervention.
- The relevant registrar or registry requires corrective action.

Where reasonably practicable, Cloudtria will notify the affected customer before taking action. Immediate action may be necessary where required by law or to protect the integrity, security or stability of the domain registration system.

12. Domain pricing and additional fees

Domain pricing varies by extension and may change from time to time.

The applicable charges will be displayed during the ordering process or through Cloudtria's published domain pricing information.

Additional charges may apply for:

- Domain registration.
- Domain renewal.
- Post-expiry renewal.
- Domain redemption or restoration.
- Domain transfers.
- Premium domain registrations.
- Domain privacy services.
- Registry-specific administrative services.

Customers should review the applicable pricing before submitting an order or renewal request.

13. Domain registration refunds

Domain registrations, renewals and transfers are generally non-refundable once successfully submitted and processed.

This reflects the third-party costs and registry processes associated with domain registration.

Where a registration fails due to a technical or administrative issue and the domain has not been successfully registered, Cloudtria will investigate and may issue an appropriate refund or account credit.

Nothing in this section excludes rights or remedies that cannot lawfully be excluded under applicable consumer protection legislation.

Further information is available in our Refund Policy.

14. Data protection and registration information

Domain registration may require the collection, storage and disclosure of personal and organisational information to registrars, registries and other relevant service providers.

This information is used for purposes including:

- Processing domain registrations and renewals.
- Maintaining domain registration records.
- Facilitating transfers and ownership changes.
- Meeting registrar and registry requirements.
- Complying with applicable legal and regulatory obligations.
- Addressing domain disputes and abuse reports.

Cloudtria handles personal information in accordance with its Privacy Policy and applicable privacy legislation.

15. Third-party terms and policies

Domain registration services are subject to the terms, conditions and policies of the applicable registrar and registry.

For domains registered through OpenSRS, customers may also be required to accept the applicable Tucows Domain Registration Agreement.

Customers agree to comply with all relevant ICANN policies, registry requirements and other applicable domain registration rules.

The applicable registry policies take precedence where they conflict with these general terms.

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Relevant resources include:

- OpenSRS: https://opensrs.com/legal/contract
- OpenSRS Domain Policies: https://opensrs.com/domain-policies/
- ICANN: https://www.icann.org/
- ICANN Registrant Rights and Benefits: https://www.icann.org/resources/pages/benefits-2013-09-16-en
- Domain Name Commission (New Zealand): https://dnc.org.nz/

16. Changes to domain registration terms

Cloudtria may update these terms to reflect changes in registrar agreements, registry policies, ICANN requirements, technology or applicable legislation.

Certain changes may be required by third-party registrars or registries and may take effect independently of Cloudtria's publication schedule.

Updated versions will be published on our website with a revised effective date.

17. Contact information

For domain registration, renewal, transfer or management enquiries, please contact Cloudtria through our website or customer portal.

Cloudtria Limited

Website: https://www.cloudtria.com