

**PLEASE NOTE, WE DO NOT OFFER DOMAIN REGISTRATION SERVICES  
TO THE GENERAL PUBLIC**

## **TERMS OF SERVICE FOR DOMAIN REGISTRATIONS**

This Agreement is between Customer Care Solutions (Pty) Ltd ("CCS") and the other party ("YOU", "YOUR") using our domain name services. Please read carefully to ensure you understand our terms before purchasing any of our products or services.

CCS agrees to provide the services stated for the price agreed at any given time. CCS reserves the right to add, amend or terminate products and services if it is in the best interest of the company.

All Registrants and Resellers must comply with the [Published Policies and Procedures of the ZA Central Central Registry](#) (see <http://www.registry.net.za> under Legal/Policies).

Failure to comply with the Central Registry's Policies and Procedures can lead to the termination of your account.

WHOIS contact information must at all times reflect the correct owner's information. Your personal data, such as Name, address, contact telephone number and e-mail address will be submitted to the registry and will be publicly available in the WHOIS database.

YOU agree to pay CCS prior to the effectiveness of the desired domain name registration, the then-current amount set forth in the CCS price schedule for the initial registration of the domain name and, should YOU choose to renew the registration, subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if YOUR domain name registration is suspended, cancelled or transferred prior to the end of YOUR then current registration term. CCS reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. YOUR requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed YOUR registration in an email from CCS to the email address indicated in YOUR registration application. In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by CCS) in connection with the

payments of the registration fee for YOUR domain name registration, YOU agree and acknowledges that the domain name registration shall be transferred to CCS as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. CCS will reinstate YOUR domain name registration solely at CCS discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee.

CCS cannot guarantee that any domain name registration will be successful as different Registries may impose restrictions on your selected name, for instance in the case of Premium Domain Names. Your payment will be refunded in full in such a case.

### **Transfer domain registrar to CCS**

YOU agree to pay CCS prior to the effectiveness of the desired domain name transfer request, the then-current amount set forth in the CCS price schedule for the initial transfer request of the domain name. YOU agree and acknowledge that the domain name transfer will fail, and all fees are non-refundable, for the following reasons, but not limited to:

- No response from the Registered Name Holder or Administrative Contact
- Domain name in Registrar Lock Status
- Any outstanding invoice/s towards your domain registration / renewal that have not yet been settled.
- Domain name registration period time expires or other constraints, other than during the first 60 days of initial registration or during the first 60 days after a registrar transfer

CCS reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. YOUR requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed YOUR registration in an email from CCS to the email address indicated in YOUR registration application. In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by CCS) in connection with the payments of the registration fee for YOUR domain name registration, YOU agree and acknowledge that the domain name registration shall be transferred to CCS as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. CCS will reinstate YOUR domain name registration solely at CCS discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee.

## **Transfer domain away from CCS**

CCS reserves all rights, without limitation, to reject the domain name transfer request for the following reasons, but not limited to:

- No response from the Registered Name Holder or Administrative Contact
- Domain name in Registrar Lock Status and there is no request from Registered Name Holder or Administrative Contact for the status change
- Transferring your domain name away from CCS SA to a new Registrar will NOT cancel your Hosting Service linked to your domain name. Please submit a Hosting Cancellation Request via My Account on our website.
- Domain name registration period time will be expiring in less than 60 days or other constraints, other than during the first 60 days of initial registration or during the first 60 days after a registrar transfer

YOU agree and acknowledge that the failure or success of a domain name transfer will be his/her sole responsibility, and CCS will not be held liable for the failure of a domain name transfer for any reason.

Domain registrations are non-refundable. Please do not purchase the domain name until you are certain that it is exactly what you would like to buy.

## **DOMAIN DISPUTE RESOLUTION**

CCS is unable to assist with disputes which may arise with regard to ownership of domain names.

The Minister of Communications promulgated ADR Regulations. This process has been conducted in close consultation with the .za Domain Name Authority (zaDNA) and UniForum SA.

The ADR Regulations are currently only applicable to all CO.ZA domain names.

### **What purpose do they serve?**

The ADR Regulations are intended to provide legitimate right holders with an efficient and cost effective means of protecting their rights. It seeks to balance this protection against the rights of the current domain name Registrants, making provision for such issues such as reverse hijacking.

### **How does this affect a domain registrant?**

It is vitally important that you check and confirm that your domain name contact details are accurate and complete. Not only is this necessary for you to receive important notices, such as invoices and suspension notices, it is also important because any notification of a Dispute will be sent to your listed email addresses.

Should you fail to receive these important notices, you could lose your domain name.

**How is a dispute submitted?**

A dispute needs to be submitted to an Accredited ADR Provider. These organisations are accredited by the .za Domain Name Authority (ZADNA), and the exact process may vary from provider to provider. Exact procedures can be obtained from each provider.

**Who are the accredited dispute resolution providers?**

Currently two providers have been accredited by ZADNA, namely:

The Arbitration Foundation of South Africa (AFSA) - [www.arbitration.co.za](http://www.arbitration.co.za)

The South African Institute of Intellectual Property Law (SAIIPL)

- [www.domaindisputes.co.za](http://www.domaindisputes.co.za)

**Will I need a lawyer to assist me?**

No. It should be possible for the layman to lodge and/or defend a dispute. Legal representation may, however, be beneficial.