NICENIC
Domain Reseller Agreement

Terms and Conditions

This Domain Name Registration Agreement is between NICENIC INTERNATIONAL GROUP CO., LIMITED, trading as Domain Registrar, and Domain Reseller.

You agree that Domain Registrar may modify this agreement in order to comply with applicable law and the terms and conditions set forth by ICANN or Registries.

1. Fees

Domain Registrar operates a credit system whereby you must have a positive credit balance to perform transactions.

In special circumstances account charging may be allowed, however you will be required to provide a direct debit authority.

When you receive fees from an end user for a registration or renewal you should not unreasonably delay the processing of the transaction.

2. Domain Name Registrations

You agree to register name holders as the customer who has requested and paid for the Domain.

You may not register Domain names in your own name or use this method to gain an unlawful advantage over a customer from your prior registration.

3. Domain Name Renewals

It is your responsibility to ensure your customer Domain names are renewed.

It is your customers' responsibility to ensure they keep their contact

details up to date so you can notify them of pending renewals.

The Domain Registrar system provides an automated email reminder service which is active by default and can be deactivated.

Regardless of whether the automated email reminders are active, the Domain Registrar system will notify a customer by email 30 days, 15 days, 3 days prior to domain expiry date, overdue day and 15 days after expiry. The email will be sent from your Reseller name and will be sent to the name holder, billing and technical contacts.

Each ccTLD has its own Renewal Rule, you and your customers agree to be bound by that suffix's Renewal Rule.

You agree to not involve Domain Registrar in any disputes relating to gTLDs and ccTLD being deleted by Registry due to your not timely renewal.

4. Domain Transfers

If you are transferring a Domain into Domain Registrar, you agree that you do so with the name holder's authority and with your assurance that the name holder understands the impact of such a change.

5. Contact Information

It is your responsibility to ensure your customer provides true and accurate contact details for their Domain registrations and to update details as they may change.

Domains found to be in breach of the requirement to provide true and accurate contact details may be canceled or suspended without warning.

6. Dispute Resolution

"Registrar Transfer Dispute Resolution Policy" can be found at https://nicenic.net/support/print.php?IDCate=20&IDDoc=80
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https://nicenic.net/support/print.php?IDCate=20&IDDoc=80
4.

Each ccTLD has its own dispute resolution policy and by registering a domain name you and your customers agree to be bound by that suffix's policy.

You agree to not involve Domain Registrar in any disputes relating to

Domain name ownership, fees or hosting.

If any dispute relating to a Domain name arises you agree to hold Domain Registrar free of any liability for loss of business, loss of profit or damages.

7. Domain Passwords

You agree to generate an EPP Auth Code in a reasonable timeframe upon request.

You agree not to withhold a Domain password upon request.

8. Fair Use

You agree not to use Domain Registrar for:

(1) Mass whois queries (for the purposes of marketing activities otherwise)

(2) Activities that defame, harm, harass, abuse or threaten third parties

(3) Activities prohibited by the laws of the territories in which you operate

If found to be in breach of this clause, Domain Registrar may terminate service without warning.

If a third party alleges a breach of this clause Domain Registrar may terminate service without warning.

9. Customer Support

Domain Registrar is a wholesale provider and does not provide end user support.

The exception is where your customer is unable to make contact with you, in which case we may charge a fee for handling their request.

You agree to provide support to your customers for billing and administration, in a reasonable timeframe.

The exception is change of name holder requests which must be sent to and actioned by Domain Registrar.

10. Business Continuity

If a Reseller is unable to process renewal transactions (after instructed by a registrant and/or following a renewal payment) due to an inability to credit their Reseller account, Domain Registrar may be forced to establish a direct relationship with the reseller's customers in order to meet its obligations.

The Reseller agrees that when all options to ensure continuity of the Reseller's business have been exhausted, Domain Registrar may directly contact the Reseller's customers.

11. Payment Processing

Domain Registrar provides one or more gateways for accepting payments, which include, but are not limited to: Paypal, Wire Transfer for offline payments.

12. Limitation of Liability

Except as provided below, all terms, warranties, undertakings, inducements and representations relating to the provision of any Service or goods are excluded and Domain Registrar will not be liable for any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) in respect of any Service inclusive of any software material hosted or designed by Domain Registrar. However, Domain Registrar's liability for any breach of such implied term or warranty will be limited at Domain Registrar's option to the changes it makes or in any other way permitted by any relevant legislation.