

Domain Registration, Renewal, Redemption, Deletion & Domain Parking

1. The Registered Name Holder agrees to enter into a Registrar Registrant Agreement with the Provider when registering or transferring a domain with/to the Provider.
2. Ownership of the domain is the Customer's, only after full payment has been received.
3. Payments for domain name registration are non-refundable. Once a domain name is registered, the WHOIS database stores the information and it is kept there for one year until the date of renewal ('Domain Parking'). Payment will NOT be credited back.
4. Domain Parking does NOT include Web Space, Virtual Hosting, or e-Mail facilities.
5. The Provider shall be indemnified and held harmless by the Customer if the Customer uses any Domain Name that infringes on any rights of any person, or company.
6. The Provider does not guarantee that a Domain Name requested by a Customer will be available. Provider's systems may reflect that the Domain Name requested is available; however, this domain may have been already taken, as the Provider's system is reliant on server updates from both local and international WHOIS servers.
7. As the Provider is a reseller of various domains, the Customer agrees to abide by the terms and conditions of the various domain registries/registrars worldwide, when registering a domain with the Provider.
8. As Domain registries/registrars charge a Registration Fee, Renewal Fee and Redemption Fee (This is the period after suspension by the Registry), the Customer agrees to pay the Provider the fees that relate to the registration, renewal, redemption, maintenance, or administration, of the Domain Name. These fees are not refundable.
9. The Registrant Name Holder has up to 10 days after the Domain Expiry date to renew the domain. After which time the domain will enter the redemption Grace Period
10. Once the Domain has entered the Redemption Grace Period, The Domain will be suspended at the Registry and have a status of RGP (Redemption Grace Period). The registrant name holder has 20 days to restore their domain at a fee of R750.
11. Once the Redemption Grace Period has passed, the domain will be deleted from the Registry and is available to anyone to register as a brand-new name.
12. Should the Registered Name Holder activate auto-renewal on their domain name, the Registered Name Holder will be invoiced 30 days before the expiry of the domain. Once the Invoice has been paid, the domain will automatically be renewed for an additional year at the Registry.
13. Should the Customer misspell a Domain Name and the misspelt domain is registered, the Customer will be held liable for payment of the misspelt domain. No domain registration fee will be credited, and the Customer will then have to register the correctly spelt domain name at the cost of new domain registration.
14. The Provider, through Hyper Layer, is an officially accredited Reseller of domains.co.za and as such all .co.za domain names are registered via the new accredited EPP system. Any domain registrations registered with the Provider, on the EPP system, cannot be transferred back to the legacy system, or be transferred to any other company that uses the legacy system; domains can only be transferred between Registrars.

15. Should a Customer request the Provider register a new .co.za domain on their behalf, and do not want to use the EPP system, the Customer must notify the Provider of this before registration.

16. Should a Domain Name be registered on the EPP system and a Customer requests to move their hosting, the Provider can point all DNSs (name servers) elsewhere, allowing the Customer, in effect, to host their domain elsewhere. Should the name servers point to another ISP that is not accredited, or that does not have EPP, the domain can/will be released at a later date, by written instruction from the client to the ISP/hosting provider, once they are EPP enabled.

17. Front-end consumer clients will receive email-based domain renewal notifications 90, 60, 30, 14, 7 and 1 day before the expiry

18. Premium domains: As various registries worldwide mark high-value domains as premium domains, these domains cost more. The provider will make every effort to apply to the price of a premium domain before checkout however this may not always be possible. Should the client have paid for the domain which will be marked/reflected as premium a full refund of the regular price will be given.

19. Domain Availability: The provider makes every effort to display accurate domain availability data and every attempt to secure a domain for the customer. On searching for a domain name via our / registry WHOIS, the WHOIS service may show the domain as available however said domain may already be reserved/allocated/registered by another registrar or by another client. The provider shall not be held responsible in the event of a client registering/paying for a domain while the WHOIS reflects different information. The provider shall remit a full refund to the client in cases where this happens.

20. Time-lapse between domain availability search and payment: As there is a time delay between the domain availability search, and the payment of the said domain, it may be possible that multiple parties are registering the same domain at the same time, the domain will be provisioned to the party that has paid first and the registry will reflect this party as the registrant.

In visiting this website, the Customer and/or End User is/are required to provide information (a) to register a domain name, (b) to update information about a domain name previously registered, or (c) to submit questions about the Provider's products and/or services.

To register a domain name, the Customer and/or End User are required to provide the following:

- the name they are registering,
- their name and address (or those of the person for whom the Customer and/or End User are registering the domain name),
- technical information with which the domain name will be associated,
- the name, address, e-mail address, telephone number, and where available, a fax number for the technical, administrative, billing, and zone contact information for the domain name.

Once the domain name has been registered, the Customer and/or End User maybe be asked to correct and/or update said information periodically, to ensure the WHOIS information is correct. Any administration, billing, and technical contact information that is added to a domain name may be available on the WHOIS server for public viewing.

In terms of the Provider's [ICANN accreditation](#), the Provider will provide information with the Customer and/or End User submitted in registering a domain name or updating related information,

to the Provider's employees and consultants, to the administrator of the registries, to operators and users of the Internet, whom may request Whois information related to the Customer and/or End User's domain-name registration. This information may be provided to the Internet Corporation for Assigned Names and Numbers (ICANN), which provides technical coordination for the Internet, and to escrow agents, auditors, Whois service providers, and replacement registrars that ICANN may designate.

Information the Customer and/or End User provides, in asking questions related to the Provider's service, may be given to the Provider's employees and consultants and, upon its request, to [ICANN](#).