

## Product Terms and Conditions

### 1. Definitions

- 1.1 “**Domain Name**” means the domain name that is the subject of the Domain Service, as selected by Customer on the Application Form;
- 1.2 “**Domain Service**” means the services FirstNet renders to Customer in accordance with Customer’s selections, as indicated by Customer in the Application Form under such heading or description;
- 1.3 “**Registrar**” means the entities referred to in clause 2.4 below or any replacement thereof and/or any other entity who attends to the administration or registration of domain names.

### 2. Terms and Conditions for Domain Services

- 2.1 FirstNet shall use its reasonable efforts to attend to the registration, transfer or renewal of a Domain Name
- 2.2 The customer authorises FirstNet to use any of its particulars it deems fit to effectively manage the registration, transfer, renewal and/or hosting of Domain Name in terms of the Domain Service. For the avoidance of doubt, the Parties agree that Domain Name shall not become the property of FirstNet.
- 2.3 Customer agrees:
  - 2.3.1 to pay FirstNet in addition to any service fees all reasonable expenses and/or charges relating to the registration, transfer or renewal of Domain Name;
  - 2.3.2 that FirstNet shall, as part of the Domain Service host the Domain Name and FirstNet shall be entitled to charge its normal fees related to the hosting of a Domain Name and such fees shall be deemed to be service fees, as contemplated in clause 8 below;
  - 2.3.3 that “domain squatting” shall not be allowed.
- 2.4 Customer acknowledges that:
  - 2.4.1 all domain names in the .co.za name space or sub-domain ending in .za, are administered by Uniform SA, and are subject to the terms and conditions of Uniform SA, as amended from time to time;
  - 2.4.2 FirstNet utilizes the services of Godaddy or Marcaria, to register all international Domain Names subject to the terms and condition of Godaddy or Marcaria, as amended from time to time;
  - 2.4.3 Registration, maintenance, transfer of a Domain Name is subject to the terms and conditions of the Registrars which allocate and govern such Domain Name, and that FirstNet cannot guarantee the registration of Domain Name(s) selected by Customer;
  - 2.4.4 Registrars may change or be replaced from time to time,
  - 2.4.5 FirstNet may change its registration provider from time to time on written notice to Customer;
  - 2.4.6 All Registrars’ terms and conditions, mentioned above, are binding upon Customer by reason of Customer’s acceptance of these Terms
  - 2.4.7 The customer may inspect such information at:  
<https://www.icann.org/resources/pages/educational2012-02-25-en>
  - 2.4.8 The customer is responsible for notifying FirstNet if the contact details supplied during the initial registration process has changed and that FirstNet will not be liable for any losses or damages that might occur due to incorrect or outdated contact details.
- 2.5 Customer hereby warrants in favour of FirstNet that:
  - 2.5.1 It is the lawfully entitled owner of Domain Name(s) or it has the consent of the owner to use such Domain Name(s);
  - 2.5.2 In using Domain Name(s) it has not violated any intellectual property rights of whatever nature of any person who may lawfully claim title of whatever nature to such Domain Name. Customer indemnifies

FirstNet against any third party or other claim that may be instituted against FirstNet as a result of the breach of such party's intellectual property rights.

2.5.3 Customer acknowledges and agrees that FirstNet has no interest in the Domain Name and agrees that nothing that FirstNet does in the performance of its obligations in terms of the Domain Service shall be construed as an assumption of responsibility or liability by FirstNet for attending to the Domain Service whether or not FirstNet had knowledge of Domain Name or not.

2.5.4 Without limiting the generality of the Terms Customer hereby indemnifies FirstNet and holds it harmless against any liability and/or any claim of whatever nature made by any person for any loss or damage suffered or arising directly or indirectly from the use, display and/or publication of such Domain Name.

### 3. Duration

3.1 Subject to the provisions of the General Terms and Conditions, this agreement will commence on the Activation Date and will endure for successive periods of 1 (one) year each unless otherwise agreed.

3.2 Either Party may terminate the Domain Service at the end of any 1 (one) year Period by giving the other Party 1 (one) calendar month's written notice of termination prior to the end of that 1 (one) year period. Any notice of termination given by Customer during any 1 (one) year period shall only become effective upon the expiry of that year.

### 4. New Domain Registration

4.1 Requests for new domain service to be registered can be mailed to [support@firstnet.co.za](mailto:support@firstnet.co.za)

4.2 FirstNet will check availability of the domain name with the relevant registrars and advise the customer of the costs.

### 5. Domain Transfers

5.1 In the event of the customer wanting FirstNet to transfer a domain, such transfer is subject to costs as stipulated by the current service provider. The customer may be liable for outstanding fees to the current hosting provider before FirstNet will be permitted to effect the transfer to the FirstNet name servers.

### 6. Renewal

6.1 FirstNet will not automatically renew registration of your Domain Name annually unless specifically instructed to do so in writing by the customer.

6.2 FirstNet will notify the customer of the due renewal/expiry as follows:

6.2.1 30 days before expiry is due via email address used during registration

6.2.2 One week before expiry via email and follow up with phone call

6.2.3 FirstNet will provide the customer with a quotation for the renewal amount that will have to be approved by an authorised contact of the customer.

6.3 Existing FirstNet customers will be invoiced for the renewal subject to approval of the payable amount.

6.4 COD customer renewals will not proceed until proof of payment has been received by FirstNet.

### 7. Expiry and Termination

7.1 The customer must notify FirstNet of their intention not to renew a specific domain service. FirstNet will there after not action any renewal transactions for this domain, which will cause the domain service to expire and become publically available for use after the renewal date.

7.2 In the event of such termination, Customer's use of the Domain Service shall be deemed terminated after the renewal date.

7.3 However, in the event that Customer continuing to use the Domain Service following a termination, the terms and conditions of the Agreement will apply to Customer and Customer shall be liable to pay the full usage costs

to FirstNet. This shall in no way constitute a revival of the Agreement between the Parties and FirstNet shall furthermore be entitled to terminate the Domain Service without notice to Customer

- 7.4 To the extent that the Domain Service provided to Customer are suspended by FirstNet in terms of the General Terms or for any other reason whatsoever, Customer acknowledges that it will forfeit its access to and/or use of the Domain Service, but Customer shall still be liable to pay any service fees during such suspension.
- 7.5 Should the Domain Service be terminated for any reason whatsoever FirstNet shall, without incurring any liability of whatever nature and without limiting the generality of the General Terms, be entitled to notify the Registrar of such termination and to instruct such Registrar to remove FirstNet and/or any of its systems as the host of such Domain Name even if no replacement is available.
- 7.6 In the event that any of the Registrars amends, suspends or terminates its provision of a the Domain Service or any other aspect of its services upon which FirstNet depends for the provision of the Domain Service to Customer, FirstNet will use reasonable endeavours to ensure the continuance of the Domain Service. In the event that FirstNet is unable to ensure such continuance under any circumstances FirstNet shall be entitled to terminate the Domain Service with immediate effect in which event, Customer agrees that FirstNet will not be liable to Customer or any other third party for any loss or damages incurred by Customer or by any third party arising from, or in any way relating to, the termination of the Domain Service.
- 7.7 The Customer shall indemnify FirstNet against any damage, loss, cost or claim which they may suffer or incur arising from the expiry, suspension or termination of the Domain Service.

## 8. Service Fees

- 8.1 Customer shall pay FirstNet the services fees specified in the Application Form in accordance with the provisions set out in the General Terms and as dictated by the various online portals used to purchase and renews domain names.
- 8.2 Existing FirstNet customers will be invoiced for the domain services subject to approval of the payable amount.
- 8.3 COD customer domain services will not be provisioned or renewed until proof of payment has been received by FirstNet.
- 8.4 FirstNet charges a once off domain registration amount of R300, which is over and above the cost of the domain service fee as specified by the relevant registrars.

## 9. Contact the Service desk

There are several methods whereby a Client may log an Service request for a quote or a technical matter. In order of preference there are:

### 8.1 Customer Zone <http://customerzone.firstnet.co.za>

The system will send an auto-reply containing the SR number. The TC should place a follow-up call to the FirstNet RR team if this auto-reply is not received within 30 minutes.

### 8.2 Email to [support@firstnet.co.za](mailto:support@firstnet.co.za)

The system will send an auto reply containing the SR number. The TC should place a follow up call to the FirstNet RR team if this auto reply is not received within 30 minutes

### 8.3 Telephonically – 0861 989896

The SR will be logged and the TC will be given the SR number for future reference. This is the preferred method of logging a Sev1 Service Request