

Z.com Domain Name Registration Service Order

This Z.com Domain Name Registration Service Order (hereinafter referred to as the “**Order**”) is an integral part of the Master Service Agreement (hereinafter referred to as the “**Agreement**” or “**MSA**”). The following terms and conditions shall apply to the Z.com Domain Name Registration Service (hereinafter referred to as the “**Service**”) including but not limited to registration, renewal, transfer, or deletion of a domain name. This Order is an ‘Order’ as mentioned in the Agreement and is governed by the terms of said Agreement. The customer should read this Order in conjunction with the MSA which can be viewed at: <https://domain.z.com/th/> By registering for the Service, customer are acknowledging these terms and conditions, and agree to be bound by customer.

1. Definitions

Unless otherwise defined in MSA, the following terms used in this Order shall have the meanings as described herein.

- 1.1 “**Administrative Contact**” means a person delegated by a Registrant of a domain name to administer the Domain Name and is listed as the “Administrative Contact” in the Domain Name Registration Information.
- 1.2 “**Billing Contact**” means a person responsible for the financial aspects of a Domain Name and is listed as the “Billing Contact” in the Domain Name Registration Information.
- 1.3 “**Contact Person**” means a person responsible for items regarding maintenance and management of the corresponding Domain Name registration under the authorization of the Registrant of the corresponding Domain Name and is listed in the registration information of the Domain Name. The Registrant may also be a Contact Person.
- 1.4 “**Detailed Regulations**” means any regulations, provisions, rules as described below, which form a cohesive framework and must be read in conjunction with one another, as well as with, which taken together, represent the entirety of customer’s obligations and responsibilities with regard to the use of Services:
 - (a) ONAMAE.com Domain Registration Regulations

http://www.onamae.com/agreement/a_ag/registration_1.html

- (b) Who is Confirmation Policy

http://www.onamae.com/agreement/a_ag/whois.html

- (c) Domain Name Dispute Resolution Policy

http://www.onamae.com/agreement/a_ag/dispute.html

- (d) The Right and Responsibility of Registrant

http://www.onamae.com/agreement/a_ag/registrant_rights.html

- (f) ONAMAE.com Registrar Transfer Regulations

http://www.onamae.com/agreement/a_ag/transfer.html

http://www.onamae.com/agreement/a_ag/transfer_1.html

- (g) Policy of .th and ไทย Service

<https://www.thnic.co.th/en/policy2556/>

- 1.5 “**Domain Name**” or “**Domain**” means a second and third level domain names preceding top level Domains such as “.com” and “.th”.
- 1.6 “**Domain Name Dispute**” means a dispute between customer and a third party resulting from the registration or use of a Domain Name registered by customer.
- 1.7 “**Procedure Deadline**” means the end date and time of the registration term of a Domain Name or a specific date and time set by notifying customer.
- 1.8 “**Redemption Grace Period**”, “**Renewal Grace Period**” means the period as described below :

<http://help.onamae.com/app/ansGMO>

http://www.onamae.com/ACers/detail/a_id/8427/kw/%E6%9B%B4%E6%96%B0/related/1

- 1.9 “**Registration Information**” means any and all information provided by customer at the registration process of the corresponding Domain Name.
- 1.10 “**Registrar**” means individuals or enterprises that behave as an interface between the Registrants and the Registry. In connection with the Services, GMO Internet Inc, a Japanese company, an official Registrar accredited by the Internet Corporation for Assigned Names and Numbers (hereinafter referred to as “**ICANN**”), shall be Registrar.
- 1.11 “**Registry**” means an organization which possesses (i) a database that includes the zone files of Domain Names corresponding to the various IP addresses; (ii) any other data related to the Domain Names (including low level Domain Names); and (iii) the administrative authority and obligations over the database. In addition, in the event the administrative authority and obligations over the database is given to a third party, the term “Registry” shall also refer to such a third party.
- 1.12 “**Registration Expiry Date**” means the final day of the registration term of a Domain Name.
- 1.13 “**Technical Contact**” means a person responsible for technical aspects of a Domain Name and is listed as the “Technical Contact” in the Domain Name Registration Information.
- 1.14 “**Transfer In**” means the procedure to transfer administration of a Domain Name from another service to the Service.
- 1.15 “**Transfer Out**” means the procedure to transfer administration of a Domain Name from the Service to another service.

2. Governing Body

- 2.1 Z.com has been granted the right to provide Internet domain registration services for top, second and third level domain names.
- 2.2 New Domains are oversees top-level domains such as the .Click, .club, and .xyz.
- 2.3 Upon Z.com receipt of domain name registration information from customer, Z.com shall submit the information to the registry administrator for the

appropriate top-level domain for approval and processing. The registry administrator then puts into effect the domain name registration.

3. Selection of a Domain Name

- 3.1 Customer represent that, to the best of the customer knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.
- 3.2 By registering or renewing a .com or .net top-level domain and agreeing to these terms and conditions, customer agree that customer have read and agree to the terms and conditions of this Order and the relevant Agreement, If customer are registering the domain for a third party, customer agree that they have read and agree to the relevant terms and conditions as well.

4. Registered Domain Name Use by a Third Party

- 4.1 In the event that customer permits a third party to use customer's Domain Name, customer shall remain the registrant of the Domain Name and agree to directly assume any and all obligations based on this Order.

5. Provisions of Services

- 5.1 Z.com will provide the following services to customer:
- (a) The registration of a Domain Name;
 - (b) The renewal of a Domain Name Registration;
 - (c) The transfer of a Domain Name;
 - (d) The administration of a registered Domain Name;
 - (e) The provision of DNS settings for a registered Domain Name; and
 - (f) The Who is Protection Service;

(g) The services related to (a) to (f) above.

5.2 The Service shall apply to the following types of Domains:

URL- <https://domain.z.com/th/>

6. Whois Protection Service

6.1 By applying Whois Protection Service, customer may keep customer's name, postal address, email address and phone (Z.com may, in its sole and absolute discretion, decide the type of information customer may apply Whois Protection Service) for the Contact Person private, and replace customer's Registration Information that customer provide with an anonymous proxy information via a public "Whois" service.

6.2 The Whois Protection Service shall apply to the following types of Domains:

URL- http://help.onamae.com/app/answers/detail/a_id/8599/

6.3 In the case the Domain Name registration, customer applied Whois Protection Service, (a) expires, (b) is deleted before Registration Expiry Date, the Whois Protection Service will terminate.

6.4 Customer acknowledge and agree that:

(a) Customer shall remain responsible for customer use of customer's Domain Name(s),

(b) Customer will not receive postal mail,, e-mail and any other information directed to customer,

(c) Customer will waive any and all claims arising from customer's failure to receive information directed to customer or customer's use of Whois Protection Service,

(d) Transfer Out for the Domain Name customer applied Whois Protection Service will be prohibited.

6.5 Z.com may, in its sole discretion, immediately terminate the provisions of Whois

Protection Service without notice, if;

- (a) customer's Domain Names or customer's use of Whois Protection Service is alleged to violate or infringe a third party's right or interests;
- (b) Z.com need to comply with any applicable laws, government rules or requirements, court orders or requests of law enforcement.

6.6 In the event of termination of Whois Protection Service, Z.com will revert to displaying customer's Registration Information via a public "Whois" service.

7. Compliance with Laws and Regulations

7.1 Customer acknowledge and agree that by using the Service, customer shall be deemed to have accepted and agreed to and is bound by MSA, this Order, Detailed Regulations and any applicable laws.

7.2 Z.com reserves the right to impose Additional Detailed Regulations applying to customer.

7.3 In the event of any inconsistency between this Order and Detailed Regulations, the terms of Detailed Regulations shall prevail over the terms of this Order, to the extent of the inconsistency.

7.4 The terms contained in the following agreements shall prevail over the terms of this Order and Detailed Regulations:

- (a) The Registrar Accreditation Agreements (including any subsequent modifications) made and entered into by and between Registrar and ICANN;
- (b) The Registrar license agreements (including any subsequent modifications) made and entered into by and between Registrar and the Registries; and
- (c) The policies, instructions, guidelines and other arrangements adopted by ICANN and the Registries.

8. Registration Information

- 8.1 As part of the registration process, customer is required to submit to Z.com and keep updated the following information in connection with customer's application for domain name registration:
- (a) The domain name to be registered;
 - (b) The domain name holder's name and mailing address;
 - (c) The name, mailing address, email address, telephone and number, of the administrative contact for the domain name; and
 - (d) The name, mailing address, email address and telephone number of the billing contact for the domain name.
- 8.2 Customer shall ensure that Registration Information will, throughout the term of registration, comply with the Order as may be in effect from time to time and will remain true, current, complete, accurate, and reliable.
- 8.3 Customer shall maintain, update, and keep the Registration Information true, current, complete, accurate, and reliable by immediately making such changes.
- 8.4 Customer acknowledge and agree that all Registration Information (including personal information of Contact Person) which is supplied to the Registry and/or an accredited Registrar may be publicly available to third parties via a public "Whois" service, as required by ICANN and as allowed by applicable laws.
- 8.5 Z.com may from time to time request additional information from customer. While not obligated to provide the additional information, customer should provide the additional requested information to ensure that customer will obtain all the products and services which Z.com makes available to domain name registrants.
- 8.6 If in registering a domain name customer provide information about a third party, customer hereby represent that customer have provided notice to and have obtained the express consent from the third party to the disclosure and use of the third party's information as set forth in this Agreement.

9. Personal Information

- 9.1 Customer agrees that Z.com shall handle customer's personal information in accordance with laws and Z.com's Privacy Policy.
- 9.2 Customer also agrees to authorize Z.com to provide any information to ICANN, the registry administrators and to other third parties as ICANN and applicable laws may require or permit.
- 9.3 Customer further acknowledge that ICANN may establish guidelines, limits and requirements that relate to the amount and type of information that Z.com may or must make available to the public or to private entities, and the manner in which such information is made available.
- 9.4 Z.com will not process any data about any identification natural person that Z.com obtains from customer in a way incompatible with the purpose and limitations described in this Agreement. Z.com will take reasonable precautions to protect the information Z.com obtain from customer from Z.com's loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.
- 9.5 Customer agrees and acknowledges that Z.com owns the following:
 - (a) All database, compilation, collective and similar right, title and interests worldwide in the domain name database;
 - (b) All information and derivative works generated from the domain name database; and
 - (c) Information for the registrations for which Z.com acts as the registrar including:
 - (i) The original creation date of the registration;
 - (ii) The expiration date of the registration;
 - (iii) The name, mailing address, email address and telephone number, of the technical contact, administrative contact, zone contact, and billing contact for the domain name;
 - (iv) Remarks concerning the registered domain name that appear or should appear in the Whois or similar database; and

- (v) Other information generated or obtained in connection with the provision of domain name registration and management services, other than the domain name being registered, and the IP names and addresses of the primary name servers and any secondary name servers. Z.com does not have any ownership interest in customer's specific personal registration information outside of customer's right in Z.com's domain name database.

10. Domain Name Registration Procedure

- 10.1 Customer shall submit an application to register one or more Domain Name by manners stipulated by Z.com.
- 10.2 Z.com notifies the fee for registration of Domain Name. On payment of the fees to Z.com, and after acceptance of the application, Z.com may proceed with the designated procedure.
- 10.3 Domain Name shall only be deemed to be registered after the Registration Information has been recorded in the database of the Registry.

11. Domain Name Registration Period

- 11.1 A Domain Name shall continue to be valid for the period initially selected by customer (the "Initial Period").
- 11.2 If a Domain Name Registration is renewed, such Domain Name shall continue to be valid for the period selected by customer (the "Renewal Period"). The Initial Period and Renewal Period shall be collectively referred to as the "Registration Period".
- 11.3 The Registration Period may not be modified except in accordance with this Order or Detailed Regulations.
- 11.4 Z.com reserve the right to extend the Registration Period based on any decisions made by ICANN, the Registry of the Domain Name or applicable laws.

12. Renewal of the Domain Name Registration

- 12.1 If customer wishes to renew the Domain Name Registration, customer shall

submit an application to renew the Domain Name Registration by manners stipulated by Z.com before the Procedure Deadline for the Domain Name.

- 12.2 Z.com notifies the fee for renewal of Domain Name Registration. On payment of the fees to Z.com, and after acceptance of the application, Z.com may proceed with the designated procedure.
- 12.3 The Domain Name Registration shall only be deemed to be renewed after the information has been recorded in the database of the Registry.
- 12.4 Notwithstanding Article 10.1, for Domain Names with a Renewal Grace Period, customer may apply to renew the Domain Name Registration by manners stipulated by Z.com after the Procedure Deadline but before the expiry of the Renewal Grace Period.
- 12.5 Regarding domain types that have a Renewal Grace Period, the existing DNS resolution path will be interrupted by Z.com immediately after the Registration Expiry Date and it may last eight (8) or more consecutive days.
- 12.6 For Domain Names with a Redemption Grace Period, customer may only redeem the registration of the Domain Name during the Redemption Grace Period only in unavoidable circumstances.
- 12.7 Z.com shall not guarantee the success of any renewal during the Renewal Grace Period or any redemption during the Redemption Grace Period.
- 12.8 In the event that customer do not complete the renewal procedure within the Renewal Grace Period or do not complete the redemption procedure within the Redemption Grace Period, if any, the Domain Name shall be considered as deleted at the end date and time of the Registration Period.
- 12.9 In the event of a successful renewal or redemption, the Domain Name Registration shall be considered as renewed as of the Registration Expiry Date.

13. Transfer In

- 13.1 Customer may Transfer In the Domain Name in accordance with the procedure in accordance with ONAMAE.com Registrar Transfer Regulations;

http://www.onamae.com/agreement/a_ag/transfer.html,
http://www.onamae.com/agreement/a_ag/transfer_1.html)

14. Transfer Out

- 14.1 Customer may Transfer out the Domain Name during the Registration Period in accordance with the procedure stipulated by us.
- 14.2 In the event customer applies for a Transfer Out of the Domain Name, customer agrees that the Services in relation to the Domain Name shall be terminated as of the date of completion of the Transfer Out.

15. Fees

- 15.1 As consideration for Z.com providing domain name registration services to customer, customer agree to pay Z.com, prior to the approval of the desired domain name registration, the amounts set forth in the Fee Table hereunder, as amended from time to time, for the initial registration of the domain name and any subsequent renewals.
- 15.2 Customer's application will not be registered until Z.com receives actual payment of the registration fee. If Z.com does register a domain name prior to payment of the registration fee, Z.com reserves the right to cancel that registration or restrict use of the domain name until payment has been received.
- 15.3 All fees must be prepaid and are non-refundable, in whole or in part, even if the domain name registration is suspended, cancelled or transferred prior to the end of the registration term.
- 15.4 Payment must be made by the methods Z.com indicates in registration application or renewal form. Z.com will renew customer's name for customer provided customer's billing information is available and up to date. If customer's billing information is not accurate and customer wish to renew customer's domain name registration, Z.com will contact customer to update this information and charge accordingly.

16. Term

- 16.1 This Order shall commence on the date as of customer's first use of the Service. It shall remain in full force during the length of the term of customer's domain name registration(s) as selected, recorded, and paid for upon registration of the domain name. Should customer choose to renew or otherwise lengthen the term of customer's domain name registration, then the term of this Registration shall be extended accordingly. Should the domain name be transferred to another Registrar, the terms and conditions of this contract shall cease.
- 16.2 It is customer's responsibility to check that customer's renewal has been successful within one month of the renewal date.

17. Compliance with the Domain Name Dispute Resolution Policy

- 17.1 The "Uniform Domain Name Dispute Resolution Policy" (hereinafter referred to as the "UDRP") is adopted by ICANN and stipulates the basic policy regarding the resolution of Domain Name Disputes. By registering for a Domain Name, customer shall be deemed to have agreed to the "UDRP" and any applicable dispute resolution policies (the "Specific Policy").
- 17.2 Customer agree that any and all Domain Name Disputes regarding Domain Name which was validly administered or was applied for in the Service shall be resolved in accordance with the UDRP, except that if Specific Policy governs a particular Domain Name, any disputes for such Domain Names shall be resolved by the Specific Policy.
- 17.3 Customer agree that in the event that any Domain Name Dispute between customer and a third party arise, Z.com shall not be liable for any of such dispute in any manner, and customer shall indemnify and hold Z.com harmless pursuant to the terms and conditions contained in the Dispute Policy.

18. Transfer of Ownership

- 18.1 The person named as administrative contact shall be the owner of the domain name. Customer agree that prior to transferring ownership of customer's domain name to another person (the "Transferee") customer shall require the Transferee to agree in writing to be bound by all the terms and conditions of this Agreement.

Customer's domain name will not be transferred until Z.com receives such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by us in our sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

19. Representations, Warranties and Covenants

19.1 Customer represent, warrant, and covenant that:

- (a) customer shall comply with this Order, Detailed Regulations and other applicable rules and laws, including those concerning trademarks and other types of intellectual property rights, as these may now exist or be revised from time to time.
- (b) customer agree to be bound and abide by any ICANN Consensus Policies including, but not limited to, the UDRP as may be adopted and/or amended at any time and from time to time;
- (c) customer's use of the Domain Name will or may infringe the legal rights or intellectual property rights of a third party and;
- (e) customer will not use the Services in any way which violates or may violate a right of us or any third party.

20. Termination and Suspension

20.1 Z.com may, in its sole discretion, suspend, lock, modify, cancel or transfer the Domain Name and/or terminate this Order without notice, if;

- (a) Customer fails to comply with any term of this Order, Detailed Regulations and all other Detailed and other applicable rules and Laws;
- (b) Customer's registration of the Domain Name or use of the Service causes or is likely to cause immediate harm to the public interest or us, or which violates or is likely to violate any applicable Laws;
- (c) Customer's use of the Service is found to constitute an infringement or

other violation of a third party's rights;

- (d) Z.com terminates the provision of the Service;
- (e) The ICANN Agreement and/or the Registry Agreement, or any other Agreements which deems to be necessary for the provision of the Service is terminated; and
- (f) The Service violates any laws, Internet conventions and any other regulations of corporations engaged in the Internet business or Internet users on a voluntary basis.

21. Effect of Termination

- 21.1 In the event of termination of this Order, Z.com reserves the right to delete the registered Domain Name unless the Domain Name is transferred according to any applicable process of transfer under any laws, ICANN Agreement or Registry Agreement.
- 21.2 Termination of this Order for any reason does not affect the rights and obligations of either party arising prior to termination. Clauses 6, 7, 8, 9, 14.2, 15, 17, 18, 19, 20, 21, 22, and 23 shall survive termination of this Order.

22. Disclaimer and limitation of liability

- 22.1 IN NO EVENT SHALL Z.COM ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHICH IS SUFFERED OR INCURRED IN CONNECTION WITH OR RELATING TO THIS ORDER OTHERWISE ARISING OUT OF THE RELATIONSHIP BETWEEN CUSTOMER AND US, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT Z.COM AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 22.2 CUSTOMER SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO

THE EXTENT PERMITTED BY LAWS, OUR TOTAL AGGREGATE LIABILITY TO CUSTOMER FOR ANY AND ALL LOSS IS LIMITED TO THE FEES (LESS ANY TAXES) PAID TO US BY CUSTOMER UNDER THE APPLICABLE ORDER IN THE 12 MONTHS PRIOR TO THE LOSS OCCURRING (LESS ANY OTHER CLAIMS PAID BY Z.COM IN CONNECTION WITH OR RELATING TO THAT ORDER IN THAT PERIOD.)

23. Modification

23.1 Z.com may, in its sole and absolute discretion, change or modify this Order, Detailed Regulations and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to our Site or upon notice. Customer's use of the Services after such changes or modifications have been made shall constitute customer's acceptance of this Order as last revised. If customer do not agree to be bound by this Order as last revised, customer do not use or continue to use Services.

24. Contact with Z.com

24.1 Customer acknowledges and recognizes that all contact with Z.com in the first instance should be made via our support telephone number – XXX-XXX-XXX