



DOMAINVAULT

Payment Terms

17 Feb 2014

Domain Vault Limited

Domain Vault Payment Terms

When you make payments to Domain Vault, you agree to these Payment Terms.

1. Making Purchases

1.1 When you confirm a transaction on Domain Vault, you agree to be bound by and pay for that transaction.

1.2 Pay attention to the details of the transaction, because your total price may include taxes and fees, which you are responsible for paying.

1.3 Don't commit to a transaction unless you are ready to pay, because all sales are final.

1.4 Application fees paid for Sunrise and Landrush pre-launch domain name registrations may be refunded upon an application not being accepted by the Registry. Refer to Section 8 below for specific pre-launch registration period payment terms per applicable Registry.

1.5 You may be presented with additional terms related to a specific purchase before you confirm the transaction.

Those additional terms will also govern that transaction.

1.6 Despite the use of terms such as "purchase", "buy", "sell" and "order" in relation to transactions, you will not be entitled to ownership interest for those items.

1.7 WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD ON OR THROUGH DOMAIN VAULT, EXCEPT THOSE EXPRESSLY STATED IN OUR DOMAIN NAME SERVICES AGREEMENT.

2. Payment Sources

We want to make payments convenient, so we allow you to make payments using a number of different payment sources (currently Visa and Master Card).

2.1 When you provide a payment source to us, you confirm that you are permitted to use that payment source. You also authorize us (and our designated payment processor) to collect and store it, along with other related transaction information.

2.2 When you make a payment, you authorize us (and our designated payment processor) to charge the full amount to the payment source you designate for the transaction.

2.3 If you pay by credit card we may obtain a pre-approval from the issuer of the card for an amount up to the amount of the purchase. We will bill your card at the time of purchase or shortly thereafter. If you cancel a transaction before completion, that pre-approval may result in your funds not otherwise being immediately available.

3. Actions We May Take

As part of our effort to keep Domain Vault safe, we may take certain actions to reduce liability for users and us.

3.1 We may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity and creditworthiness.

3.2 We may cancel any transaction if we believe the transaction violates these Payment Terms, your Domain Vault Domain Name Services Agreement or the Domain Vault Terms of Use, or if we believe doing so may prevent financial loss.

3.3 We may place a delay on a payment for a period of time, limit payment sources for a transaction, limit your ability to make a payment or deactivate your account if we believe doing so may prevent financial loss.

3.4 We may contact your payment source issuer, law enforcement, or impacted third parties (including other users) and share details of any payments you are associated with if we believe doing so may prevent financial loss or a violation of law.

4. Disputes and Reversals

4.1 If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately.

4.2 To the fullest extent permitted by law, you waive all claims against us related to payments unless you submit the claim to us within 30-days after the charge.

4.3 You are responsible for and agree to reimburse us for all reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by us (including costs and related expenses) that were caused by or arising out of payments that you authorized or accepted.

4.4 We may intervene in disputes between users concerning payments but have no obligation to do so.

4.5 Your only remedy for a technical failure or interruption of service is to request that your transaction be completed at a later time.

5. Special Provisions Applicable to Domain Name Holders

5.1 When you purchase a domain name on or through Domain Vault, you agree to pay all amounts specified in the order, along with any applicable taxes.

5.2 You are responsible for maintaining the security of your domain name account, and you understand that you will be charged for any orders placed on or through your account.

5.3 You can cancel a domain name order at any time through your online account, but you are still responsible for paying for those orders.

5.4 It is your responsibility to remit any taxes that apply to your transactions. You agree to indemnify and hold us harmless from and against any claim arising out of your failure to do so.

6. Notices and Amendments to These Payment Terms

6.1 We may provide notices to you by posting them on our website, or by sending them to an email address or street address that you previously provided to us. Website and email notices shall be considered received by you within twenty-four (24) hours of the time posted or sent; notices by mail shall be considered received within three business days of the time sent.

6.2 Except as otherwise stated, you must send notices to us relating to payments and these Payment Terms by postal mail to: **Domain Vault Limited, Attention: Customer Service, P.O. Box 8207, Symonds Street, Auckland 1150, New Zealand**

6.3 The Payment Terms in place at the time you confirm a transaction will govern that transaction.

6.4 We may change these Payment Terms, in whole or in part, at our discretion. All amendments to these Payment Terms will go into effect after notice is posted to this page.

7. Other

7.1 All of the commitments you make in the Domain Vault Services Agreement apply to payments through Domain Vault. In the event of any conflict between these Payment Terms and the Domain Vault Services Agreement, the Payment Terms shall prevail.

7.2 These Payment Terms are between you and Domain Vault. References to "Domain Vault", "us", "we", and "our" mean Domain Vault Limited.

7.3 Some countries may restrict or prohibit your ability to make payments through Domain Vault. Nothing in these Payment Terms should be read to override or circumvent any such foreign laws.

8. Pre-Launch Registration Periods – Payment Terms

TLD:	.kiwi
Registry:	Dot Kiwi Limited
Refund Policy:	
Dot Kiwi Limited shall provide refunds to non-successful applicants for the Application Fee(s) paid during Sunrise and Landrush pre-launch registration periods	