

CUSTOMER SERVICE POLICY

DomainNames.com.au is committed to providing the highest levels of customer service in the industry.

It is an unfortunate fact that any business, anywhere in the world, with a rapidly expanding customer base will at some point deal with a customer (or two) who feel they are not getting a satisfactory response to a question they have asked, or believe they are not getting what they paid for.

In order to assist our customers, and to ensure that our customers always receive the highest level of customer service, we have created this policy that outlines what a customer should expect from us, and what we expect from its customers.

1 Definitions

- 1.1 DN means www.DomainNames.com.au of Victoria, Australia.
- 1.2 Customer means the person or entity that ordered our services.
- 1.3 Customer Service means the relationship between DN staff and the Customer, with the purpose of assisting the Customer with a question they have asked.
- 1.4 Service, "Service(s)" or "Services" means any product(s) or service(s) the Customer has signed up to use. This can include, but is not limited to, the provisioning of space on one of our servers and a connection to and from the internet for web, email and FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal, SSL, VPS and any other services. These product(s) and service(s) are identified in full within the sign up and service provision emails DN has sent after you request for service. The specific details of the Services can be found by logging in to our control panel at <https://manage.domainnames.com.au>
- 1.5 Control Panel refers to our customer account, billing and management portal, available online at <https://manage.domainnames.com.au>

1.6 Help Centre refers to our via our support portal, available online at
<http://help.domainnames.com.au>

2 Acceptance

2.1 The Customer signified acceptance of this Customer Service Policy, as well as our Terms of Service, Privacy Policy, Acceptable Use Policy and any applicable Registrant Agreement, when they submitted their order to DN for Services, and that order was accepted.

3 Appropriate Channels for Receiving Customer Service

3.1 By submitting an eTicket through the Control Panel to the appropriate department.

3.2 By submitting an eTicket through the Help Centre to the appropriate department

3.3 Sending an email to the appropriate department (if applicable) using the details made available on the DN website

3.4 Customers who do not use the methods 3.1 through 3.4 to contact Customer Service are not covered by this policy and do so at their own risk.

4 Customer Conduct

4.1 The Customer agrees to conduct themselves in an appropriate and professional manner when seeking Customer Service from DN

4.2 DN staff will not respond to requests for Customer Service if the Customer:

- (a) Has used offensive or obscene language;
- (b) HAS USED EXCESSIVE CAPITALISATION FOR THE PURPOSE OF SHOUTING;
- (c) Has made threats of violence or other threats that constitute abuse or harassment;
- (d) Has posted the issue or question on a public medium, such as forums or blogs, before it has been either raised with or answered by DN staff within an appropriate timeframe (refer to Section 6), or before the escalation process (refer to Section 5) has been completed.

5 Escalation Process

5.1 Customers who are not satisfied with the Customer Service they have received from DN should ask for their eTicket, email or telephone call to be reviewed by the Customer Service Manager.

- 5.2 If after this review the Customer is not satisfied with the outcome, the Customer should send an email to Complaints@DomainNames.com.au with the following information:
 - (a) A detailed explanation of the question or issue, with references to any prior eTickets, emails or telephone calls;
 - (b) A detailed explanation of the outcome that would resolve the issue;
 - (c) Any other information or details that will help DN to resolve the issue.

- 5.3 If the Customer is still not satisfied with the outcome, or it has not been answered within the appropriate timeframe (refer to Section 6), the Customer should seek advice from external sources such as the Department of Fair Trading or Consumer Affairs in their state or territory.

6 Appropriate Timeframes

- 6.1 eTickets and emails sent to DN seeking Customer Service should be answered by DN staff within three (3) business days. Each time a response is made by the Customer this timeframe will be reset.
- 6.2 eTickets and emails sent to DN seeking an escalation to a Customer Service matter should be answered by DN management within five (5) business days. Each time a response is made by the Customer this timeframe will reset.
- 6.3 Notwithstanding anything else in this agreement, the maximum aggregate liability of DN, any of its employees, agents or affiliates, under any theory of law shall not exceed a payment in excess of the amount paid by the Customer for the Service in question for the three (3) months prior to the occurrence of the event(s) giving rise to the claim.

7 Non-compliance

- 7.1 In accordance with the DN Terms of Service, DN may suspend or terminate the Service(s) of a Customer who has refused to follow this policy when seeking Customer Service or escalating an issue.
- 7.2 Any requests for Customer Service made outside of the guidelines set within this policy will not be covered by this policy.

8 Changes

- 8.1 DN may amend our terms, policies and agreements at any time. At all times DN will make available the current terms for client review and download via our website. Changes to this agreement will become effective upon their publication to our website, and furthermore,

continued use of the Service(s) constitutes acceptance of the amended terms. If you do not wish to accept the amended terms, you may request cancellation of your Service(s) in-line with our Terms of Service

- 8.2 All DN Terms, Policies and Agreements are available from our website at any time. If you have any questions about this agreement, please contact our Customer Care Team via our support portal, available online at <http://help.domainnames.com.au>