



## **Additional Registration Policies .AE**

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### **Registrant Agreement**

#### **1. Registrar's agency**

The Registrar agrees and covenants to act as an agent for the .aeDA for the sole purpose, but only to the extent necessary, to enable the .aeDA to receive the benefit of rights and covenants conferred to them under this Registrant Agreement.

#### **2. Registration of Domain Names**

2.1 A Domain Name Application must be in the form prescribed under the .aeDA Policies. The Domain Name must comply with the .aeDA Policies.

2.2 The Registrar and the Registrant do not have any proprietary right arising from:

2.2.1 the Registered Name; or

2.2.2 the entry of a Domain Name in the Registry Database.

2.3 All personal information pertaining to the Registrant is held by the .aeDA for the benefit of the public of the UAE.

#### **3. Registrant information**

The Registrant grants to:

3.1 the .aeDA, the right to publicly disclose to third parties, all information relating to the Registered Names in accordance with the .aeDA Policies which are available on the .aeDA's website;

3.2 the Registrar, the right to disclose to the .aeDA Registry, all information which is reasonably required by the .aeDA Registry in order to Register the Domain Name in the registry; and

3.3 the .aeDA Registry, the right to publicly disclose to third parties, all information relating to the Registered Name to enable the .aeDA Registry to maintain a public Whois service, provided that such disclosure is consistent with all relevant .aeDA Policies.

#### **4. Change of Registrar**

4.1 The Registrar must ensure that the Registrant can easily transfer Sponsorship of the Registered Names the subject of this Agreement to another Registrar in accordance with the .aeDA Policies. The .aeDA Policies include, but are not limited to, such matters as:

4.1.1 the maximum fees chargeable by the Registrar;

4.1.2 when fees are not chargeable by the Registrar;

4.1.3 the circumstances pursuant to which the registrar must transfer the Sponsorship of the Registered Names the subject of this Agreement; and

4.1.4 the circumstances pursuant to which the Registrar does not have to transfer the Sponsorship of the Registered Name the subject of this Agreement.

4.2 In the event that:

4.2.1 the Registrar is no longer a Registrar; or

4.2.2 the Registrar's Accreditation is suspended or terminated; or

4.2.3 the Registry-Registrar Agreement (RRA) is terminated by .aeDA, the Registrant is responsible for transferring the Registered Domain Name the subject of this agreement to a new Registrar in accordance with the .aeDA policies within 30 Calendar Days of written notice being provided to the Registrant by the .aeDA. In the event that the Registrar-Registry Agreement (RRA) between the .aeDA and the Registrar is terminated, the Registrar must not charge the Registrant any fee for the transfer of the Registered Domain Name the subject of this Agreement to another Registrar.

#### **5. Registrar's obligations**

5.1 The Registrar must immediately give written notice to the Registrant if:

5.1.1 the Registrar is no longer a Registrar; or

5.1.2 the Registrar's Accreditation is suspended or terminated; or

5.1.3 the Registry-Registrar Agreement (RRA) is terminated by the .aeDA.

5.2 The .aeDA may post notice of:

5.2.1 the fact that the Registrar is no longer a Registrar;

5.2.2 the suspension or termination of a Registrar's Accreditation; or

5.2.3 the termination of the Registry-Registrar agreement (RRA) between the .aeDA and the Registrar on its web site and may, if it considers appropriate, give such written notice specifically to the Registrant.

#### **6. Registrant's obligations**

6.1 Throughout the Term of the Registrant Agreement, the registrant must:

6.1.1 comply with the .aeDA Policies; and

6.1.2 give notice to the .aeDA Registry, through the Registrar, of any change to any information in the Registrant Data.

6.2 The Registrant must not, directly or indirectly, through Registration or use of its Domain Name or otherwise:

6.2.1 Register a Domain Name for the purpose of diverting trade from another business or web site;

6.2.2 deliberately Register misspellings of another entity's company or brand name in order to trade on the reputation of another entity's goodwill; and

6.2.3 Register a Domain Name and then passively hold a Domain Name Licence for the purpose of preventing another Registrant from Registering it.

6.3 The Registrant must not in any way:

6.3.1 transfer or purport to transfer a proprietary right in any Domain Name Registration;

6.3.2 grant or purport to grant a Registered Domain Name as security; or

6.3.3 encumber or purport to encumber a Domain Name Registration.

6.4 The Registrant will, immediately upon being requested to do so, enter into Domain Name Licence with the .aeDA.

## 7. Dispute resolution

7.1. The .aeDA currently has in place a dispute resolution policy called aeDRP (the .ae Dispute Resolution Policy) between the Registrant and a third party, in relation to entitlements to the Registered Domain Name the subject of this Agreement. The parties agree that the aeDRP binds the Registrar and the Registrant as if it were incorporated in the Registrant Agreement.

## 8. Registrant Warranties

8.1 The Registrant Warrants that it meets, and continues to meet, the Eligibility criteria prescribed in the .aeDA Policies relating to the Registering of a Domain Name. In the event that the Registrant ceases to meet such Eligibility criteria, the Domain Name Licence may be terminated by either the Registrar or the .aeDA.

8.2 The Registrant makes the warranties set out in Registrant Warranties Policy (and any other Policy introduced in substitution, replacement or amendment to that Policy by the Registrar). The warranties include, without limitation, that all information supplied to the Registrar for the registration of the Domain Name the subject of this Agreement is true, complete and correct. The registrant accepts that the .aeDA or the Registrar shall cancel the Registration of the Domain Name the subject of this Agreement if any of the warranties are not true.

8.3 The Registrant Warrants that it has not previously submitted a Domain Name which is the same as the Domain Name the subject of this Agreement for Registration with another Registrar where:

8.3.1 the Registrant is relying upon the same Eligibility criteria for both Domain Names; and

8.3.2 the Domain Name has previously been rejected by the other Registrar.

## 9. Liability

9.1 The Registrant shall not pursue any claim against the .aeDA for anything arising out of this Agreement or related to the Domain name the subject of this agreement, and the .aeDA is not liable for any direct, indirect, special, punitive, exemplary or consequential damages, including but not limited to damages resulting from loss of use, lost profits, lost business revenue or third party damages arising from any breach by the Registrar of its obligations under the Registrant Agreement or the Registry-Registrar Agreement (RRA) between the .aeDA and the Registrar.

9.2 The Registrant acknowledges and agrees that if the Registrar has any outstanding fees owing to the .aeDA, entitling the .aeDA to terminate the Registry-Registrar Agreement (RRA) between the .aeDA and the Registrar, the .aeDA may in its sole discretion terminate the Registry-Registrar Agreement (RRA).

9.3 The Registrant agrees that the .aeDA is not responsible for the use of any Domain Name in the Registry database and that the .aeDA is not responsible in any way for any conflict or dispute with or any actual or threatened claim against a Registrar or Registrant, including one relating to a registered or unregistered trademark, a corporate, business or other trade name, rights relating to a name or other identifying indicia or of an individual or other intellectual property rights of a third party or relating to the defamation or unlawful discrimination with respect to any other person.

9.4 Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the .aeDA will not be liable to the Registrant for consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the Registrant as a result of any act or omission whatsoever of the .aeDA, its employees, agents or subcontractors.

## CERTIFICATE OF REGISTRATION AND DOMAIN NAME LICENCE (the "Agreement")

This Agreement governs the terms by the TRA ("We") grant to <insert the name of the Registrant> ("You") the exclusive right to use the <insert the Domain Name(s)> Domain Name(s) (the "Domain Name") in respect of the Domain Name System for the period indicated in this Agreement, and once signed or executed by both of us, or both of us have otherwise indicated our intention to be bound by it, it will also serve as the Certificate of Registration in Your favour of all Domain Names covered by it. All the terms of the Registrant Agreement, the Warranties, and all .ae DA Policies are incorporated into this Agreement by reference. By Registering this Domain Name You have signified Your acceptance of this Agreement. You have accepted this Agreement either for:

a) Yourself, in which case You will be the Registrant as that terms is used in all .aeDA Policies, and hereby agree to be bound by its provisions; or

b) on behalf of another person or entity such as Your employer. In this case that other person or entity will be the Registrant, and agree to be bound by its provisions.

If You have accepted this Agreement on behalf of Your employer or another entity that is to be the Registrant, You hereby represent and warrant that You have full legal authority to bind such other person or entity to the terms of this Agreement, and that You are acting as agent for that other person or entity for the purpose of entering into this Agreement on that other person or entities behalf, and it is within Your express authority as agent to do. If You do not have such authority or You do not accept or agree with these terms, do not accept the Agreement.

## **1 Definitions and Interpretations**

1.1 Subject to Section 1.2, for the purposes of this Agreement, unless the context otherwise requires or unless otherwise defined in this Agreement, terms used in this Agreement shall have the same meaning as those terms when used in the Registrant Agreement.

1.2 Notwithstanding Section 1.1, the following terms shall have the following meanings unless the context indicates otherwise:

“**.aeDA Policies**” means the policies, procedures, guidelines, directions, notices, regulations, decisions, directives issued and made publicly available by the .aeDA from time to time and as may be modified or amended from time to time and each one is a “**Policy**”;

the “**Domain Name Licence Period**” means from <insert the date that the Domain Name is Registered or Renewed> to the <insert the date that the Domain Name Licence Expires>;

the “**Registrant Agreement**” means the agreement to be entered into between You and the Registrar with respect to, inter alia the provision of Registrar Services to You;

the “**Registrar**” means <insert the name of the Registrar>;

the “**Warranties**” means the .aeDA Policy entitled the Registrant Warranties Policy;

and “**You**” means both the person who or entity which executes this Agreement and the Registrant, including where the person who, or entity which executes this Agreement, does so as agent for another person or entity.

1.3 Except where the context otherwise requires, the following principles will apply in interpreting the terms of this Agreement:

- a) words importing the masculine, feminine or neuter gender include any of them, and the singular includes the plural and vice versa;
- b) clause or section headings are for ease of reference only and do not affect the meaning of this Agreement;
- c) references to notice mean notice in writing;
- d) the Schedules and any appendices or annexures form part of this Agreement;
- e) a reference to a Party includes its executors, administrators, successors and permitted assigns;
- f) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments, governmental and local authorities and agencies; and
- g) the defined terms “**We**”, “**Ours**”, “**Us**” and “**You**” include all pronouns and adjectives.

## **2 Agreement Terms**

2.1 Subject to Section 2.2 We hereby grant to You a licence to use the Domain Name as Registered in the .aeDA Registry Database for the purposes directly associated with the operation of a website or associated resources and the Domain Name System, but the .aeDA does not hereby grant You any other intellectual property rights in the Domain Name.

2.2 It is condition of this Agreement and the licence We grant to You under it, that You fully comply with its terms and those of the Registrant Agreement, the Warranties, and all applicable .aeDA Policies.

## **3 Term of Agreement**

3.1 This Agreement is effective until the Domain Name Licence Period has expired, or it is terminated by Us in accordance with Section 3.2.

3.2 We may terminate this Agreement and the licence We grant to You under it without notice or liability to You in the event that You breach any term of it, any term of the Registrant Agreement, any Warranty, or any relevant .aeDA Policy.

## **4 Exclusion of Liability and indemnity**

4.1 We shall not be held liable to You, and You expressly waive any liability of Us to You whether arising directly or indirectly in contract, tort, or on any other basis for any matter arising out of the Registrant Agreement, the

Warranties, any. aeDA Policies, the actions or omissions of any Registrar, any Reseller, or any other third party, or Your use of the Domain Name.

4.2 We make no representations to You regarding the Domain Name or Your use of it, or the rights of any third party in it. You expressly waive any liability of that We may incur arising out of Your use of the Domain Name.

4.3 You warrant to Us that Your use of the Domain Name will not in any way infringe the rights of any third party and You fully indemnify Us for any liability, loss or damage We suffer as result of Your use of the Domain Name.