



#### Recital Clause

This registrant agreement shall apply for all .ae domain names registered with InterNetX („registrar“) additionally to the policies set out in the terms and conditions, acceptable use policy and privacy policy of InterNetX as well as the Domain Name License.

### **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 Registry-Registrar 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.