

Terms and Conditions

This document sets out the terms and conditions of your application for a Domain Name, and if successful, your Domain Name Licence. It records the agreement between you, the applicant or holder of a Domain Name Licence, and us, the registrar, in relation to the Domain Name.

By submitting this application for a domain name, you confirm that you are eligible to hold the domain name set out in this application, and that all information provided in this application is true, complete and correct, and is not misleading in any way. If any information is later found to be not true, or is incomplete, incorrect, or misleading in any way, or if you have submitted this application in bad faith, the domain name license can be cancelled and you can permanently lose the use of the domain name.

Summary of Terms and Conditions

- If your application for a domain name is accepted and approved, you will be granted a Domain Name Licence for the period specified in the application for that domain name
- You are required to make several statements to us in relation to your domain name application - please read them carefully to ensure that those statements are correct
- You are entitled to transfer your domain name registration to another registrar, and we will facilitate such transfer for you according to our obligations under aeDA's Published Policies (see <http://www.aeDA.ae/>)
- You are bound by the .ae Dispute Resolution Policy (aeDRP) in relation to your registered domain name, as well as such other dispute resolution policy which may be adopted by aeDA from time to time
- You accept that our liability and aeDA's liability to you under these terms and conditions is limited to the cost of the domain name licence

Definitions

- In this document, unless the context requires otherwise:
- aeDA means .ae Domain Administrator, the .ae ccTLD and provides Registry Services for the .ae ccTLD.
- Domain Name means the domain name which is the subject of your application, and if successful, the Domain Name Licence.
- Domain Name Licence means your licence to use the Domain Name which is the subject of your application.
- Published Policies means those specifications and policies established, published and enforced by aeDA from time to time in accordance with its constitution, and can be found at aeDA's web site at <http://www.aeDA.ae/>
- Registry means the operator of the domain names registry for the Domain Name.
- We, our or us refers to Emirates Telecommunications Corporation - Etisalat the registrar of record for your Domain Name Licence.
- You or your refers to the person applying for, or the holder of, a Domain Name Licence.

1. General

You are bound by the terms of this document, even if you have entered into this document through an agent, and even if you licence the use of the Domain Name to another person.

Domain name application and registration

- 1.1 Your application for a Domain Name must be in the form prescribed under the Published Policies. The Domain Name must comply with the Published Policies.
- 1.2 You accept that even if we have accepted and approved your Domain Name application, the application may still be rejected by the Registry in performing its final integrity checks.
- 1.3 You accept that neither you, nor we, have any proprietary right arising from the registered Domain Name, or the entry of a Domain Name in the domain names registry.

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

2. Domain Name Licence

- 2.1 Your Domain Name Licence will be effective for a 1,2,3,4, or 5 years depending on the period of registration indicated in the application, once:
 - a. your application is accepted and approved by us and by the Registry, and
 - b. you have paid the applicable fees,
 - c. unless it is cancelled earlier under the terms of this document or under any Published Policies.
- 2.2 Your Domain Name Licence may be renewed depending on the period of renewal, as long as you:
 - a. pay the applicable renewal fees, and
 - b. continue to meet the eligibility criteria prescribed in the Published Policies.
- 2.3 You accept that it is your responsibility to ensure that your Domain Name Licence is renewed.
- 2.4 You may cancel your Domain Name Licence at any time by notifying us in writing.
- 2.5 We may cancel your Domain Name Licence if you breach any provision of this document.

3. Your Statement To Us

3.1 You confirm and state to Emirates Telecommunications Corporation - Etisalat and to aeDA separately that:

- a. all the information set out in your Domain Name application, and all information you give us, is true and correct, and not misleading or deceptive, and your application is made in good faith, and
- b. you meet, and continue to meet, for the duration of the Domain Name Licence, the eligibility criteria prescribed in the Published Policies for registering the Domain Name, and
- c. you have not previously submitted for registration with another registrar, a domain name which is the same as the Domain Name, in circumstances where:
 - i. you are relying upon the same eligibility criteria for both domain names, and
 - ii. the Domain Name has previously been rejected by the other registrar, and
- d. your registration or use of the Domain Name does not infringe any person's legal rights, and
- e. you are aware that even if the Domain Name is accepted for registration, your entitlement to register the Domain Name may still be challenged by others who claim to have an entitlement to the Domain Name.

3.2 You accept that if any of the above statements is found to be untrue, incomplete, incorrect or misleading, then either we or aeDA may cancel your Domain Name Licence.

3.3 You agree to indemnify us and aeDA separately for any loss or damage suffered by us or aeDA as a result of any of us relying upon your above statements.

4. Our Obligations To You

4.1 Once your Domain Name application is accepted and approved, we will cause your Domain Name details to be entered in the domain names registry.

4.2 We will give you immediate notice if:

- a. we are no longer an accredited registrar, or
- b. our aeDA Accreditation is suspended or terminated, or
- c. our registrar agreement with aeDA is terminated by aeDA.

4.3 aeDA may post notice of:

- a. the fact that we are no longer an accredited registrar, or
- b. the suspension or termination of our aeDA Accreditation, or
- c. the termination of our registrar agreement with aeDA, on its web site, and may, if it considers appropriate, give such notice to you directly.

5. Your Obligations To Us

5.1 You must comply with the Published Policies, as if they were incorporated into and form part of, these terms and conditions. In the event of any inconsistency between any Published Policy and this document, then the Published Policy will prevail to the extent of such inconsistency.

5.2 You acknowledge that under the Published Policy:

- a. there are mandatory terms and conditions that apply to all domain name licences, and such terms and conditions are incorporated into, and form part of, these Terms and Conditions, and
- b. you are bound by, and must submit to, the .ae Dispute Resolution Policy (aeDRP), and
- c. aeDA may delete or cancel the registration of a .ae domain name

5.3 Throughout the period of your Domain Name Licence, you must give notice to the Registry (through us) of any change to any information which you have given us.

5.3.1 You must not, directly or indirectly, through registration or use of its Domain Name or otherwise:

- a. Register a Domain Name for the purpose of diverting trade from another business or web sites;
- b. deliberately register misspellings of another entity's company or brand name in order to trade on the reputation of another entity's goodwill; and
- c. Register a Domain Name and then passively hold a Domain Name License for the purpose of preventing another registrant from registering it.

5.3.2 You must not in any way:

- a. Transfer or purport to transfer a proprietary right in any Domain Name Registration;
- b. Grant or purport to grant a registered Domain Name as security; or
- c. Encumber or purport to encumber a Domain Name Registration

5.3.3. You will, immediately upon being requested to do so, enter into Name License with the aeDA

6. Use of Your Information

6.1 You give to:

- a. aeDA, the right to publicly disclose to third parties, all information in relation to the registered Domain Name in accordance with the Published Policies;
- b. us (Emirates Telecommunication Corporation - Etisalat), the right to disclose to the Registry, all information which is reasonably required by the Registry in order to register the Domain Name in the domain names registry;
- c. the Registry, the right to publicly disclose to third parties, all information relation to the registered Domain Name to enable the Registry to maintain a public



WHOIS service, provided that such disclosure is consistent with all relevant .aeDA Policies.

7. Dispute Resolution

7.1 aeDA has in place a dispute resolution called the aeDRP (the ae Dispute Resolution Policy), which applies in the event of a dispute between a registrar and a domain name licence holder, or between a domain name licence holder and a third party, in relation to entitlements to domain names.

7.2 The aeDRP binds you and us severally as if it were incorporated in this document.

7.3 You accept that:

- a. aeDA may develop and implement other dispute resolution policies which are accessible by you as an alternative and further to any complaints handling procedure adopted by us, and
- b. such policies bind you and us severally as if they were incorporated in this document.

8. Transfer of Registrars

8.1 We will ensure that you can easily transfer your Domain Name registration to another registrar in accordance with the Published Policies. The Published Policies will address such matters as:

- a. the maximum fees which we can charge you for such transfer,
- b. when we are not allowed to charge you fees,
- c. the conditions under which we must transfer the registered Domain Name, and
- d. the conditions under which we are entitled not to transfer the registered the Domain Name.

8.2 If:

- a. we are no longer an accredited registrar, or
- b. our aeDA Accreditation is suspended or terminated, or
- c. our registrar agreement with aeDA is terminated by aeDA,

then we will transfer the registered Domain Name to a new registrar in accordance with the Published Policies within 30 days of a written notice being provided to you by aeDA.

8.3 If our registrar agreement with aeDA is terminated, Emirates Telecommunications Corporation – Etisalat will not charge you any fee for the transfer of the registered Domain Name to another registrar.

9. Liability

9.1 You must not pursue any claim against aeDA or against us, and to the fullest extent permitted by law, neither aeDA nor we are liable to you for any direct, indirect, special, punitive, exemplary or consequential losses or damages of any kind, including but not limited to losses or damages resulting from loss of use, lost profits, loss or corruption of data, business interruption, lost business revenue or third parties damages, arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of aeDA or us, or any of aeDA's or our employees, agents or contractors, including but not limited to any breach by us of our obligations under these Terms and Conditions, or under our registrar agreement with aeDA.

9.2 You agree to indemnify, keep indemnified and hold aeDA and us, and aeDA's and our employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, your registration or use of the Domain Name.

9.3 You accept and agree that if we have any outstanding fees owing to aeDA, which gives aeDA a right to terminate our registrar agreement with aeDA, then aeDA may in its sole discretion terminate the registrar agreement.

9.4 You accept and agree that neither aeDA nor we are responsible for the use of any Domain Name in the domain names registry, and that aeDA is not responsible for any conflict or dispute with any actual or threatened claim against a Registrar or a domain name licence holder, including one relating to registered or unregistered trademark, a corporate, business or other trade-name, rights relating to a name or other identifying indicium 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.

9.5 Despite any other provision of this document, and to the fullest extent permitted by law, neither aeDA nor we are liable to you 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 loss) suffered by you as a result of any act or omission whatsoever of aeDA or us, and our respective employees, agents, or sub-contractors.