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# Code of Practice

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The .ae Domain Administration – .aeDA  
PO Box 116688  
Dubai,  
United Arab Emirates (UAE)  
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# Table of Contents

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Document Information ..... iii

Code of Practice ..... 1

1. Interpretation and Definitions ..... 1

2. Purpose ..... 1

3. Background ..... 2

4. Domain Name compliance with the Code of Practice Policy..... 2

5. Domain Name Registrations ..... 2

6. Customer contact..... 3

7. Service offerings..... 4

8. Advertising ..... 4

9. Customer information..... 4

10. Conduct of employees, agents, contractors and Resellers..... 5

11. Consumer protection ..... 5

12. Code enforcement ..... 6

13. Complaints handling principles..... 6

14. Complaints handling rules..... 6

15. Policy review ..... 7

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# Code of Practice

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## 1. Interpretation and Definitions

- 1.1. Except where expressly provided otherwise in this Policy, all italicised terms used in this Policy, will have the meaning ascribed to them in the .aeDA's Common Definition Policy as amended from time to time;
- 1.2. Except where the context otherwise requires, the following principles will apply in interpreting the terms and words used in this Policy:
  - 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 Policy;
  - c) references to notice mean notice in writing;
  - d) the Schedules and any appendices or annexures form part of this Policy;
  - e) a reference to a Party includes its executors, administrators, successors and permitted assigns; and
  - f) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments, governmental and local authorities and agencies.
- 1.3. The following words were used in this Policy will have the meaning ascribed to them below;

**"Complaints Handling Process"** has the meaning ascribed to it in Section 3 of this Policy; and

**"Commercial Code"** means Federal Law No. 18 of 1993 regarding the commercial transactions in the UAE.

## 2. Purpose

This Policy:

- 2.1. outlines the roles, rights and obligations of Accredited Registrars and their appointed Resellers; and
- 2.2. outlines the consequences that Accredited Registrars and their Resellers face for breaching this Policy.

### 3. Background

It is a requirement of delegated manager of the ccTLD, to be concerned about “responsibilities” and “service” to the community.

The requests for Domain Name Registrations are processed by Accredited Registrars and their appointed Resellers and not the .aeDA directly, Registrars and their appointed Resellers must share the same responsibilities as the .aeDA with respect to the provision of services to Domain Name Registrants.

As such, the Policy sets out the rules for the conduct of Accredited Registrars and their appointed Resellers in providing Registrar Services. It includes a detailed complaints handling process for handling complaints from customers (“**Complaints Handling Process**”) and outlines the consequences for breaching the outlined set of standards.

### 4. Domain Name compliance with the Code of Practice Policy

Compliance with this Policy is mandatory for all Accredited Registrars and their appointed Resellers. The application of the Policy shall be uniform and obligatory to all Registrars and their appointed Resellers without modification or exception.

The .aeDA is responsible for enforcing this Policy.

It must be noted that this Policy does not replace, but does form part of, a Registrar’s contractual obligations under the Registry-Registrar Agreement, by which it is fully bound.

### 5. Domain Name Registrations

Accredited Registrars and their appointed Resellers:

- 5.1. must only Register a Domain Name at the request of an Applicant, that is, they must not Register Domain Names on their own behalf unless they will be using the Domain Name for their own purposes;
- 5.2. will refrain from 'warehousing' Domain Names, that is, Registering large numbers of Domain Names without being specifically instructed to do so by Applicants;
- 5.3. must not Register or Renew Domain Names (in advance of a request from an Applicant or Registrant as the case may be) for the purpose of restricting a competitor of the Registrar or appointed Reseller from Registering the Domain Name on behalf of the Applicant or Registrant as the case may be, or for the purpose of later offering this Domain Name to potential Applicants;
- 5.4. must only Renew an expired Domain Name at the request of the relevant Registrant;

- 5.5. must only provide for the issuing of Domain Name Licences for periods of 1, 2, 3, 4 or 5 years;
- 5.6. must not undertake any action that results in preventing any legitimate Domain Name Registration; and
- 5.7. must advise Registrants of the need to Renew their Domain Name, by sending an email to the Registrant's email address.

## 6. Customer contact

Accredited .aeDA Registrars and their appointed Resellers:

- 6.1. must inform their Registrants of the terms and conditions of the relevant Domain Name Licences and provide updated versions when required;
- 6.2. must contact their Registrants to update the information listed in the Whois Service if found to be incorrect;
- 6.3. must not send a Renewal Notice, or anything that could reasonably be construed as such, to a Registrant or any other person, unless both:
  - 6.3.1. the sender is the Registrar of Record; and
  - 6.3.2. the recipient is noted as either the Registrant or the Administrative Contact for the Domain Name (Registrars may send a Renewal Notice to the Reseller of a Domain Name);
- 6.4. must decide who is responsible for contacting the Registrant in the instance where the Registrant has Registered a Domain Name directly with the Reseller;
- 6.5. in the case of a Renewal Notice sent to a Registrant which originally Registered the relevant Domain Name through a Reseller, must inform that Registrant that it can choose to Renew its Domain Name Licence with the Registrar of Record or with the original business the Domain Name was Registered with (i.e. the Reseller of the Registrar of Record);
- 6.6. must not make an offer to a Registrant for whom they are not currently the Registrar of Record or to any person, for Registrar Services unless:
  - 6.6.1. the offer does not include specific reference to a Domain Name or related information such as expiry date for the relevant Domain Name Licence, or a date for Renewal of the relevant Domain Name Licence, and it is clear that the offer is a solicitation for business including a statement that the Registrant is under no obligation to respond; and
  - 6.6.2. it is clearly explained that the Registrant may be required to effect a Transfer of Registrars in respect of the relevant Domain Name Licence if it accepts the offer, any costs associated with that need to be clearly identified.

## 7. Service offerings

Registrars and their appointed Resellers:

- 7.1. should ensure their staff are adequately trained and able to assist with enquiries related to the services they are offering;
- 7.2. are permitted to offer additional services to Registrants provided that they:
  - 7.2.1. do not insist on a Registrant assisting in or requiring or facilitating or causing a Transfer of Registrar in favour of that Registrar or Reseller as a condition of any of the services provided;
  - 7.2.2. clearly indicate the type of services they are offering, the way those services are bundled or are available separately to a customer and the prices charged for the services; and
  - 7.2.3. must be able to actually provide the services advertised in any offer made to potential Applicants or Registrants.

## 8. Advertising

.aeDA Registrars and their appointed Resellers:

- 8.1. must comply with all relevant legal requirements and standards when advertising their services;
- 8.2. should clearly state any disclaimers with regard to the service offering they are advertising;
- 8.3. should avoid including confusing terminology and complex terms and conditions with regard to the service offering they are advertising;
- 8.4. should state clearly the terms and duration of the service offering they are advertising;
- 8.5. should not include any false statements regarding the service offering they are advertising;
- 8.6. must disclose all additional charges with regard to any service offering they are advertising; and
- 8.7. must ensure any comparative advertising is not misleading, current information is used and the service offerings (products) are genuinely comparable.

## 9. Customer information

Accredited .aeDA Registrars and their appointed Resellers:

- 9.1. must ensure all information provided to Applicants or Registrants is accurate and complete;
- 9.2. must make available information pertaining to the Registrar Services and other related business services they offer including;

- 9.2.1. address of registered office or principal place of business;
  - 9.2.2. business phone and fax numbers;
  - 9.2.3. business email address;
  - 9.2.4. business web address (including Customer Support contact details);
  - 9.2.5. clear description of the products and services they offer;
  - 9.2.6. terms and conditions on which they supply Registrar Services and related products and services; and
  - 9.2.7. different methods of paying for services that they offer;
- 9.3. must inform Registrants, via posts to their website or via email, of changes to any Policy that affects the terms and conditions of their Domain Name Licence.

## 10. Conduct of employees, agents, contractors and Resellers

Accredited Registrars:

- 10.1. must be responsible for all actions of any person or organisation acting as a Reseller. Resellers are required to meet the same obligations and standards as a Registrar in dealings with Domain Name Licences and Registrants. They are therefore bound to the rules set out in the Policy;
- 10.2. must take reasonable actions to ensure its employees, agents and contractors comply with the Policy; and
- 10.3. must take reasonable action against employees, Resellers, agents and contractors who are in breach of the Policy.

## 11. Consumer protection

Accredited .aeDA Registrars and their appointed Resellers must:

- 11.1. maintain a privacy policy that is compliant with UAE Laws;
- 11.2. comply with all relevant UAE Laws (including the Commercial Code);
- 11.3. comply with any other relevant consumer law or code in the UAE;
- 11.4. provide a dispute and complaints handling process that is made readily available to their customers;
- 11.5. publish a written cancellation of services policy;
- 11.6. endeavour to properly address customer complaints within a specified time frame;
- 11.7. refer a complaint to .aeDA if the matter cannot be resolved internally;
- 11.8. provide a link to the .aeDA's website for consumer information;
- 11.9. refrain from spamming existing or potential customers; and
- 11.10. not transmit the personal data of their Registrants to third parties unless required to do so by the proper authorities.



## 12. Code enforcement

Accredited Registrars and their appointed Resellers are required to conduct their business in accordance with this Policy. It forms part of a Registrar's contractual obligations to the .aeDA under the Registry-Registrar Agreement. Alleged breaches of Policy are handled under the .aeDA Complaints Policy. In the event of a breach of the Policy, the .aeDA can issue a series of sanctions in relation to the gravity of the issue. These sanctions include;

- 12.1. issue a warning or reprimand to the Registrar;
- 12.2. suspend a Registrar's Accreditation; and
- 12.3. terminate a Registrar's Accreditation (this will immediately suspend or terminate a Reseller's agreement with that Registrar).

## 13. Complaints handling principles

Accredited Registrars and their appointed Resellers must;

- 13.1. provide an efficient, fair and accessible mechanism for handling complaints using a Complaints Handling Process;
- 13.2. ensure a customer's complaint is acknowledged and the customer is provided with a timeframe for when the complaint will be dealt with;
- 13.3. ensure the customer is aware of their rights and of the Complaints Handling Process; and
- 13.4. refer the complaint to the .aeDA if the matter cannot be resolved in a timely fashion or to the satisfaction of either party.

## 14. Complaints handling rules

Accredited Registrars and their appointed Resellers must:

- 14.1. develop a Complaints Handling Process that complies with the relevant .aeDA Policy;
- 14.2. publish their Complaints Handling Process to their staff and customers indicating a customer's right to complain and ways in which to contact the Registrar or Reseller with their complaint;
- 14.3. ensure Registrants are freely able to make a complaint with minimal associated costs;
- 14.4. respond to a customer's complaint within a specified timeframe (usually within 5 -10 business days);
- 14.5. determine the complexity of the complaint and indicate this to the customer.
- 14.6. where possible provide the customer with a likely timeframe for resolution;
- 14.7. inform the customer if a complaint is to be referred to the .aeDA;
- 14.8. inform the customer if it has decided not to investigate the complaint and refer them to the .aeDA;

- 14.9. provide the customer with a written update and when determined, an outcome of the complaint;
- 14.10. supply the .aeDA with all associated correspondence relating to the complaint;
- 14.11. refund the customer any associated costs if the complaint is upheld; and
- 14.12. review their Complaints Handling Process periodically.

## **15. Policy review**

The .aeDA may update this Policy at any time in its complete discretion, including for the purpose of clarification.