## Registrant Warranties Policy

AEDA-POL-008

Version 1.0

Issue Date 21/04/2008



The .ae Domain Administration – .aeDA
PO Box 116688
Dubai,
United Arab Emirates (UAE)
www.aeda.ae

Copyright 2008 © Telecommunications Regulatory Authority (TRA). All Rights Reserved.

### **Table of Contents**

Docur	nent Information	iii
Regist	rant Warranties Policy	1
1.	Interpretation and Definitions	1
2.	Purpose	1
3.	Mandatory Warranties	1
4.	Registrant Warranties on Registration or Renewal of Domain Name	2
5.	Registrant Warranty in all application forms	2
6.	Mandatory provisions for all Registrant Agreements	3
7.	Policy review	3

## **Document Information**

#### **Document Contact**

Contact the following for details relating to this document:

Title	Policy Officer
Address	PO Box 116688, Dubai, UAE
Contact Number	+971.44288888
Email	policy@aeda.ae

#### **Document Status**

The status of the document:

Version	1.0
Effective Date	03/08/2008
Status	Current
Issue Date	21/04/2008

AEDA-POL-008 iii

#### **Registrant Warranties Policy**

#### 1. Interpretation and Definitions

- 1.1. Except where expressly provided otherwise in this Policy, all terms used in this Policy, and defined in the .aeDA's Common Definition Policy (as amended from time to time) will carry the meaning ascribed to them in that Common Definition Policy.
- 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
  - words and expressions importing natural persons include partnerships, bodies corporate, associations, governments, governmental and local authorities and agencies.

#### 2. Purpose

The Registry-Registrar Agreement and the relevant Domain Name Licence both stipulate that all Registrant Agreements contain a statement by the Registrant that they meet, and for the Domain Name Licence Period, will continue to meet the Eligibility Requirements, and further that the Warranties set out in Section 4 of this Policy are incorporated by reference into the relevant Registrant Agreement and the relevant Domain Name Licence.

#### 3. Mandatory Warranties

The Application to Register or Renew a Domain Name requires that the Registrant makes the Warranties set out in Section 4 of this Policy. These Warranties are made to the Registrar and the .aeDA anew, each and every day of the Domain Name Licence Period

AEDA-POL-008

#### 4. Registrant Warranties on Registration or Renewal of Domain Name

The Registrant shall, and shall be taken to have made, the following Warranties, when applying to Register or Renew the Registration of a Domain Name:

- 4.1. all information provided to Register or Renew the Registration of the Domain Name (including all supporting documents, if any) are true, complete and correct, and are not misleading in any way, and the Application is made in good faith;
- 4.2. the Registrant shall meet, and shall continue to meet, the Eligibility Requirements prescribed in the relevant .aeDA Policies for the Domain Name for the Domain Name Licence Period;
- 4.3. to the Registrant's information, knowledge and belief, the Registration or the use, direct or indirect, of the Domain Name does not and will not infringe upon or otherwise violate the legal rights of any third party;
- 4.4. the Registrant is not Registering or will not, directly or indirectly, use the Domain Name for an unlawful purpose;
- 4.5. to the Registrant's information, knowledge and belief, the Registrant or will not, directly or indirectly, use the Domain Name in violation of any applicable laws or regulations;
- 4.6. the Registrant has not previously submitted an Application to apply for the same Domain Name with another Registrar using the same Eligibility Requirements, and the other Registrar has rejected the Application;
- 4.7. the Registrant is aware that even if the Domain Name is accepted for Registration, the Registrant's entitlement to Register the Domain Name may be challenged by others who claim to have an entitlement to the Domain Name; and
- 4.8. the Registrant is aware that the .aeDA or the Registrar can Cancel the Registration of the Domain Name (that is, the Domain Name Licence) if any of the Warranties is found to be unfulfilled, untrue, incomplete, incorrect or misleading.

#### 5. Registrant Warranty in all application forms

The following statements are to appear clearly and be prominently displayed on all Registration or Renewal forms, either paper or electronic:

"By submitting this Application for a Domain Name, you hereby 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 of the information is later found not to be true, or is incomplete, incorrect, or misleading in any way, or if you have submitted this Application in bad faith, the Domain Name Licence shall be Cancelled and you shall permanently lose the use of the Domain Name."

AEDA-POL-008

# 6. Mandatory provisions for all Registrant Agreements

The following must appear in all Registrant Agreements:

"The Registrant makes the Warranties set out in Registrant Warranties Policy (and any other .aeDA Policy introduced in substitution, replacement or amendment to the Registrant Warranties Policy). The Warranties include, amongst other things, that all information supplied to the Registrar for the Registration of the Domain Name are true, complete and correct. The Registrant accepts that the .aeDA or the Registrar shall cancel the registration of the Domain Name if any of the Warranties are not true."

#### 7. Policy review

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

AEDA-POL-008