Registry-Registrar Agreement

AEDA-AGR-001

Version 1.1

Issue Date 22/06/2010

Registry-Registrar Agreement

between

The .ae Domain Administration

and

The Registrar described in Schedule (1)

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Registry Registrar Agreement (RRA)

This Agreement is made on the　　　　　　day of　　　　　　Year

BETWEEN:

The Telecommunications and Digital Government Regulatory Authority ("TDRA") trading as the .ae Domain Administration of PO Box 116688, Dubai in the UAE (**".aeDA"**):

AND:

The person or entity named in Schedule (1) of this Agreement (the **"Registrar"**) (each of which is a **"Party"**, and together shall be the **"Parties"**).

1.　　Interpretations and Definition

1.1.　Except where expressly provided otherwise in this Agreement, all terms used in this Agreement, 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 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; 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 Agreement will have the meaning ascribed to them below:

"Disclosing Party" has the meaning ascribed to it in Section 18.1;

"Minimum Balance" means the amount referred to in Schedule (2);

"Payment Security" means the amount referred to in Section 15.2;

"Receiving Party" has the meaning ascribed to it in Section 18.1;

"Registrar" means the person or entity named in Schedule (1); and

"Term" means the period of time during which this Agreement is binding on both Parties as determined in accordance with Section 3.

2. Purpose

2.1. The .aeDA acts as the administrator for the UAE ccTLDs and provides Registry Services for the UAE ccTLDs.
2.2. The Registrar wishes to be certified by the .aeDA as a Registrar for the UAE ccTLDs.
2.3. The Registrar wishes to connect to the Registry Systems.
2.4. The Registrar acknowledges that multiple Registrars will be able to connect to the system.
2.5. The .aeDA and Registrar agree to be bound by the following terms and conditions.

3. Term of the Agreement

3.1. The initial term of this Agreement will be from the Commencement Date until the first anniversary of the Commencement Date, whereupon, subject to Section 3.2, it shall renew automatically unless terminated earlier pursuant to the terms of this Agreement, and shall continue to renew on each anniversary of the Commencement Date *ad infinitum* unless terminated pursuant to the terms of this Agreement.
3.2. Notwithstanding Section 3.1:

3.2.1. either Party may terminate this Agreement on 30 Calendar Days notice to the other, provided that notice is given no later than 30 Calendar Days before the date on which this Agreement would otherwise automatically renew in accordance with Section 3.1;
3.2.2. where the Registrar:

3.2.2.1. fails to continue to meet the Accreditation Requirements;
3.2.2.2. fails to pay any Fees; or
3.2.2.3. is in breach of any other provision of this Agreement which is not capable of being rectified within 30 Calendar Days of prior written notice to do so;

the .aeDA may terminate this Agreement immediately without further notice or liability to the Registrar; and

3.2.3. where the Registrar:

3.2.3.1. is in breach of any other provision of this Agreement capable of being rectified within 30 Calendar Days of prior written notice to do so; and

3.2.3.2. fails to rectify that breach within 30 Calendar Days of prior written notice to do so;

the .aeDA may terminate this Agreement immediately without further notice or liability to the Registrar.

4. Accreditation Requirements

4.1. The Accreditation Requirements include the following:

4.1.1. the Registrar must complete and pass, to the satisfaction of the .aeDA, the tests referred to as the "Interface tests" in Section 7.2 of the *Registrar Accreditation Procedures* as amended from time to time, or such other tests as the .aeDA may substitute for them; and

4.1.2. the Registrar must complete and pass, to the satisfaction of the .aeDA, the tests referred to as the "Regulatory and Policy Tests" referred to in Section 7.3 of the *Registrar Accreditation Procedures* as amended from time to time, or such other tests as the .aeDA may substitute for them.

4.2. The Registrar shall abide by the following as regards the Accreditation Requirements:

4.2.1. the Registrar must maintain its Accreditation with the .aeDA for the Term, which includes being in a position to complete and pass to the satisfaction of the .aeDA at any time requested, the tests comprising the Accreditation Requirements and referred to in Section 4.1 above;

4.2.2. the Registrar acknowledges that access to the Registry Systems may be withdrawn at any time if it fails to meet the technical or administrative Accreditation Requirements (including those referred to in Section 4.1 above);

4.2.3. the Registrar acknowledges that it may only provide services in respect of those types or classes of Domain Names Licences determined by the Parties for that Registrar during the Accreditation Process;

4.2.4. the Registrar acknowledges that it has a right to access the Registry Services and provide Registration Services in accordance with this Agreement on a non-exclusive basis;

4.2.5. the Registrar Warrants and represents that it will meet the Accreditation Requirements for the Term;

4.2.6. the Registrar will notify the .aeDA if it ceases or believes that it has ceased to meet the Accreditation Requirements;

4.2.7. the Registrar acknowledges that the Registrar's company name, logo, and a link to the Registrar's website will be posted on the .aeDA's website;

4.2.8. the Registrar will comply with all other Accreditation Requirements set out in any .aeDA Policy or otherwise notified to the Registrar by the .aeDA; and

4.2.9. the Registrar must pay the Fees as set out in this Agreement, and comply with the terms of this Agreement and all .aeDA Policies.

4.3. The .aeDA will not provide Registry Services to the Registrar earlier than the Commencement Date.

5. Regulatory requirements

The Registrar will at all times during the Term fully comply with the .aeDA Policies as issued by the .aeDA from time to time.

6. Notice of claims

The Registrar must immediately give notice to the .aeDA of any pending or threatened claim, demand, action, cause of action, proceeding, lawsuit, investigation, or application in relation to any Domain Name Licence or Domain Name Registration (or any judicial requests or orders to produce documents or information obtained from or supplied to the Registry) that become known to the Registrar.

7. Licences, permits, and approvals

The Registrar shall obtain and maintain in good standing and renew as necessary all licences, permits, and approvals that may be required in connection with providing Registrar Services and the performance of its obligations under this Agreement.

8. Compliance with applicable laws and regulations

The Registrar shall comply with and observe all applicable international laws and regulations and other applicable laws of governmental authorities.

9. Loss of Accreditation

9.1. Accreditation ceases when this Agreement is terminated in accordance with its provisions.

9.2. Accreditation may be suspended when the Registrar is in breach of a provision of this Agreement or any .aeDA Policy and does not or cannot rectify this breach within 30 Calendar Days of the date of a notice in writing from the .aeDA requiring the Registrar to do so where that breach is capable of being rectified, and if not capable of being rectified, when the breach occurs.

10. Authorisation as Registrar

10.1. Subject to this agreement, the .aeDA Registry authorises the Registrar to access the Registry Systems on a non-exclusive basis.

10.2. Access to the Registry System will only be granted once the Registrar has met all the Accreditation Requirements and from the Commencement Date of this Agreement.

10.3. Access to the Registry System may be withdrawn at any time should the Registrar cease to meet the Accreditation Requirements.

11. The obligations of the Registrar

The Registrar must comply with this Agreement at all times including when providing Registrar Services.

11.1. Accreditation

The Registrar shall at all times during the Term of this Agreement maintain its full compliance with the Accreditation Requirements.

11.2. Customer support

The Registrar shall provide:

11.2.1. support to accept orders for Registration, Cancellation, Deletion, Renewal, Maintenance or Transfer; and

11.2.2. customer service (including support in relation to ensuring the accuracy of and maintenance of accurate Registry Data and any necessary changes) and billing and technical support to Registrants.

11.3. Compliance with .aeDA Policies

11.3.1. The Registrar must comply with the .aeDA Policies as if they were part of this Agreement. The Registrar must comply with changes to the

.aeDA Policies as soon as practicable but in any event no later than 30 Calendar Days after their publication.

11.3.2. Notification of changes shall be made as per the procedure in Section 28, and on the .aeDA's website.

11.3.3. Notwithstanding anything else herein including Section 26.2, this Agreement incorporates and the terms of this Agreement include all the provisions of all the .aeDA Policies.

11.3.4. Notwithstanding anything else herein including Section 26.2, to the extent possible at law, to the extent of any inconsistency between the terms of this Agreement and the provisions of any .aeDA Policy, this Agreement shall be deemed to be amended so as to be consistent with the relevant provision of the relevant .aeDA Policy, and shall be read subject to the provisions of that .aeDA Policy.

11.4. Data submission requirements

11.4.1. The Registrar shall ensure that in accessing or using the Registry System, it submits complete data as is required by any technical specifications of the Registry System that are made available to the Registrar by the .aeDA from time to time.

11.4.2. The Registrar hereby grants the .aeDA a nonexclusive, non-transferable, limited licence to such data for propagation of and the provision of authorized access to the .ae Zone Files and امارات. (dotEmarat) Arabic ccTLD Zone Files and as otherwise required in the .aeDA's operation of the UAE ccTLD Registry.

11.5. Security

The Registrar shall develop and employ in providing the Registrar Services all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between the Registrar's System and the Registry System shall be protected to avoid unintended disclosure to third parties.

11.6. Technical support

The Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning its use of the Registry software and the systems of the .aeDA in conjunction with Registrar's Systems.

11.7. Time

In the event of any dispute concerning the time of the entry of a Domain Name Registration into the Registry Database, the time shown in the Registry records shall prevail.

11.8.   Restrictions on Registered Names

In addition to complying with .aeDA Policies limiting the types of Domain Names that may be Registered, or imposing restrictions on words, numbers or combinations of letters, numbers and words that may be Registered as Domain Names, the Registrar agrees to comply with all applicable laws, statutes and regulations issued or published by any competent authority in the UAE (other than the .aeDA) which limits the types of Domain Names that may be Registered, or imposes on restrictions on words, numbers or combinations of letters, numbers and words that may be Registered as a Domain Name.

11.9.   Indemnity

The Registrar agrees to indemnify and keep the .aeDA (including its employees, agents and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses which may be made or brought against or suffered or incurred by the .aeDA arising out of or in connection in any way with a breach of this Agreement by the Registrar.

11.10.   Verification of Registrant Data

The Registrar must take all reasonable measures to ensure that all information provided to the .aeDA Registry in relation to a Registrant's WhoIs Data is correct and verified at the time of Registration of a Registered Name. The verification procedures adopted by the Registrar must comply with the provisions of the .aeDA Policies.

11.11.   Applications for Domain Name Licence

The Registrar:

11.11.1.   must consider if each application for a Domain Name Licence meets the relevant .aeDA Policy;

11.11.2.   must use reasonable endeavours to verify the information provided by the Registrant;

11.11.3.   must approve and process any Domain Name Application if the Registrar is satisfied that the application conforms to the relevant .aeDA Policies;

11.11.4.   must reject a Domain Name Application if it is not satisfied that the application conforms to the relevant .aeDA Policies;

11.11.5.   must ensure that the Registrant is bound by a Registrant Agreement for that Domain Name, and must submit to the .aeDA Registry, all the relevant data relating to that Registrant Agreement as provided for in the relevant .aeDA Policies from time to time;

11.11.6. acknowledges that the .aeDA Registry performs final integrity checks and the Domain Name Application may still be rejected, even though the Registrar has approved it; and

11.11.7. must for all rejected Applications, notify the Applicants as to the reasons why the relevant Application was rejected.

11.12. Registrant Agreement and Domain Name Licence

The Registrar must:

11.12.1. enter into a binding and enforceable Registrant Agreement with each Registrant on approval of the relevant Domain Name Application made to the Registrar by that Registrant;

11.12.2. ensure that the Registrant Agreement contains the provisions set out in Schedule (3) of this Agreement;

11.12.3. ensure that no Registrant Agreement to which it is a party contains any terms which are inconsistent with this Agreement or the .aeDA Policies;

11.12.4. ensure that its Registrant Agreement is easily accessible to the public (for example by being uploaded to its website);

11.12.5. ensure that the Registrant enters into a Domain Name Licence with the .aeDA, which will also serve as the Certificate Of Registration for all Domain Names covered by it;

11.12.6. ensure that the Registrant agrees to the terms of the Registrant Agreement and the Domain Name Licence (as described in Schedule (7)), prior to being able to Register any Domain Name; and

11.12.7. provide a copy of the Certificate Of Registration to the Registrant as described in Schedule (7) of this Agreement.

11.12.8. at the request of the .aeDA inform Registrants, via email, of any changes to .aeDA Policies; and

11.12.9. ensure that the Registrar's service level commitments are prominently displayed on its website.

11.13. Registrant Data

The Registrar must:

11.13.1. promptly submit the Registrant Data to the .aeDA Registry;

11.13.2. submit any changes to Registrant Data to the .aeDA Registry, within five Business Days of receiving it from the Registrant; and

11.13.3. not sell or otherwise grant access to Registrant Data, unless authorised by the .aeDA or required to do so by .aeDA Policies.

11.14. Transfers between Registrars

Registrars must ensure that their Registrants can easily cause a Transfer of Registrars with respect to the relevant Domain Name Licences in accordance with the provisions of the relevant .aeDA Policies.

11.15. Non solicitation

Registrars must not use the Registry Data to contact or solicit business from a Registrant unless:

11.15.1.   the Registrar is the Registrar of Record in respect of a Registered Name Licence in favour of that Registrant, as identified in the Registry;

11.15.2.   the Registrant has previously contacted the Registrar in respect of the registration of a Domain Name;

11.15.3.   the Registrant is otherwise a customer of the Registrar and has authorised the Registrar to use information obtained by or on behalf of the Registrar from that Registrant, to accept business from or make contact with the Registrant; and

11.15.4.   both the Registrant and the Registrant's Registrar (as identified in the Registry) have consented in writing to such use of the information.

11.16. No Application

The Registrar must not submit a Domain Name Application to the .aeDA or provide any other Registrar Services to a Registrant unless:

11.16.1.   the Registrar is the Registrar of Record as regards the relevant Domain Name Licence ; or

11.16.2.   the Registrant has asked the Registrar to submit that Domain Name Application to the Registry or provide such other Registrar Services as the case may be.

11.17. Registrar's other obligations

11.17.1.   The Registrar must:

11.17.1.1.   act in good faith in its dealings with the .aeDA, other Registrars, and Registrants;

11.17.1.2.   notify the .aeDA immediately of any security breaches of its systems;

11.17.1.3.   provide at all times at the .aeDA's request, information on the Renewal, Transfer, Modification, or Cancellation of a Domain Name Licence;

11.17.1.4.   provide notice to the .aeDA within two Business Days if it becomes aware of a breach of the Domain Name Licence or this Agreement or any relevant .aeDA Policy by a Registrant,

or if it believes, or has cause to believe that a Registrant is no longer Eligible to hold the Domain Name Licence;

11.17.1.5. keep the .aeDA Registry informed of any changes in the information supplied to the .aeDA Registry, including information supplied on behalf of Registrants and all changes of the Registrar's personal or company details;

11.17.1.6. provide the .aeDA with all information reasonably requested about the Registrar's business;

11.17.1.7. provide the .aeDA with information regarding circumstances that may impact the Registrar's ability to perform Registration services;

11.17.1.8. comply with all applicable laws and regulations;

11.17.1.9. maintain sufficient insurances for its business so as to be able to meet any claim against it by either the .aeDA (including under any indemnity given by the Registrar to the .aeDA), any Registrant or any third party arising out of the subject matter of this Agreement; and

11.17.1.10. promptly investigate all complaints.

11.17.2. The Registrar must not:

11.17.2.1. engage in any direct or indirect activity which is designed to bring, or may have the effect of bringing, the Registry into disrepute or which interferes with the .aeDA's operations;

11.17.2.2. approve any Domain Name Application, nor submit to or place in the Registry, any Registrant Data which relates to a Domain Name which does not comply with the .aeDA Policies;

11.17.2.3. be involved in any activity which involves the acquisition or accumulation of Domain Names which are not connected to the provision of Registrar Services under this Agreement, for the purposes of removing them from the availability of others, transferring them for a direct or indirect, immediate or deferred gain or profit or for any other reason which can be considered to be done in bad faith; and

11.17.2.4. use any personal information held in relation to a Registrant or other person other than is required in accordance with the provisions of the .aeDA Policies, this Agreement, and all the applicable laws and regulations.

11.18. Resellers

11.18.1. Registrars may appoint Resellers.

11.18.2. Contracts or agreements made with Resellers must contain a provision that the Reseller comply with the .aeDA Policies, and disclose the identity of the Registrar that they have a relationship with in any

documentation or websites that relate to services provided by the Registrar under this Agreement (whether or not those services are then resold by the relevant Reseller to a Registrant).

11.18.3. The .aeDA may issue a direction for the Registrar (with which direction the Registrar will comply) to terminate the agreement with any Reseller, if the Reseller has done or omitted to do anything that would have been a breach of any part of this Agreement if that Reseller would have been a party to this Agreement instead of the Registrar, or would be a provision of the .aeDA Policies.

11.18.4. Registrars will be held accountable for their Resellers, as if they are party to this Agreement.

11.19. Warrant

The Registrar represents and Warrants that:

11.19.1. it is a corporation or other entity duly incorporated or established, validly existing and in good standing under the law;

11.19.2. it has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

11.19.3. the execution, performance and delivery of this Agreement has been duly authorised by the Registrar;

11.19.4. no further approval, authorisation or consent of any governmental or regulatory authority is required to be obtained or made by the Registrar in order for it to enter into and perform its obligations under this Agreement;

11.19.5. it has the knowhow, experience, skill, expertise, means, ability, personnel, infrastructure and equipment required to engage in providing services for the Registration and management of Domain Names and to perform all its obligations pursuant under this Agreement, to the highest standard and in accordance with the terms, conditions and times set forth herein;

11.19.6. information provided to the .aeDA by or on behalf of the Registrar about the Registrar is true and correct; and

11.19.7. it shall not do anything that might reasonably constitute a material risk to the stability of the Registry Systems.

12. Obligations of the .aeDA

The .aeDA must:

12.1. act in accordance with its Internal Management Procedures to promote UAE ccTLDs;

12.2. act fairly and transparently with all interested parties;

12.3. ensure that all policies are reviewed with regard to best practice; and

12.4. assign all rights, obligations and liabilities under this Agreement to the UAE Government's preferred UAE ccTLD endorsed authority, should the .aeDA cease to be the endorsed authority.

13. The Obligations of the .aeDA Registry

13.1. Access to the Registry System

The Registrar shall be entitled to access to the Registry Systems during the Term and for so long as the Registrar meets the Accreditation Requirements.

13.2. Registry System availability

The Registrar acknowledges that access to the Registry Systems shall not be made available, or shall be withdrawn at a time, should the Registrar fail to meet the Accreditation Requirements, or commits a breach, under this Agreement.

13.3. Integrity of the Registry Systems

The Registrar acknowledges that the .aeDA may in its sole discretion, stop processing the requests of the Registrar for access to the Registry System, for such periods as is deemed necessary, should the .aeDA determine that the action is necessary to preserve the integrity and stability of the Registry Systems.

13.4. Registry Toolkit

Subject to the terms and conditions of this Agreement including Schedule (6), the .aeDA Registry hereby grants the Registrar and the Registrar accepts a nonexclusive, non-transferable, worldwide limited licence to use for the term and purposes of this Agreement, all components owned by or licensed to the .aeDA Registry.

The .aeDA Registry shall provide to Registrar a copy of the Registry Toolkit (which is described in Schedule (6)), which shall provide sufficient technical specifications to permit the Registrar to interface with the Registry System and employ the features of the Registry System that are available to Registrars.

13.5. Changes to systems

The .aeDA Registry may from time to time be required to make modifications to the EPP Protocol and the APIs that will modify, revise or otherwise augment the features of the Registry System.

13.6. Notice for minor enhancements or modifications to the Registry System

The .aeDA Registry will provide the Registrar with at least 30 Calendar Days notice for minor enhancements/modifications to the EPP Service and the APIs that will modify, revise or augment the features of the Registry System (for example an upgrade of a particular element of the .ae or امارات . **(dotEmarat)** extensions or adding an additional function to the EPP Service) prior to the implementation of any of these changes. Such updates will be available in the OTE for a minimum of four weeks before deployment to the production system. Where possible, the .aeDA Registry will provide notice in excess of 30 Calendar Days, but in any event, a minimum of 30 Calendar Days will be provided.

13.7. Notice for substantial modifications to the Registry System

The .aeDA Registry will provide the Registrar with at least 90 Calendar Days notice for substantial modifications to EPP Service and the APIs that will modify, revise or augment the features of the Registry System (for example an upgrade to core EPP Protocols) prior to the implementation of any of these changes. Such updates will be available in the OTE for a minimum of 4 weeks before deployment to the production system.

13.8. Technical and Registrar support

The .aeDA Registry will provide technical and Registrar support, in accordance with the Schedules in this Agreement.

13.9. Maintenance of Registrations

The .aeDA Registry will maintain in the Registry System, the Registered Names sponsored by the Registrar, so long as they meet the requirements set out in this Agreement.

13.10. Service Level Agreement

The .aeDA Registry will meet the service levels as described in Schedule (4) to this Agreement.

14. Privacy

Registrars must comply with any relevant privacy provisions stipulated in the UAE laws or regulations from time to time.

14.1.   Registrant information

Personal information pertaining to Registrants belongs to the Registrants and shall not be collected, used, or disclosed by the .aeDA or the Registrar except for the reasonable purposes of the operation of the Registry in accordance with any applicable laws, the .aeDA Privacy Policy, and as a Registrant may consent in its Registrant Agreement with the Registrar, or in agreement with the the .aeDA, as the case may be. The Registrar acknowledges and agrees that he/she/it will not, in any way whatsoever, use, disclose, or collect any personal information of a Registrant other than the Registrar's Registrant in accordance with this Section.

14.2.   Protection of information

The .aeDA and the Registrar shall take all reasonable steps to protect all information relating to the. aeDA stored in their respective systems which is not publically available. Both Parties agree to keep confidential any information belonging to the other Party that has been clearly identified as confidential. The .aeDA shall have the right to identify and publish the name of the Registrar in connection with each of its Registrants in the WhoIs Service.

15.   Fees

15.1.   Amount of Fees

15.1.1.   The Registrar agrees to pay the Fees as set out in Schedule (2) of this Agreement.

15.1.2.   The .aeDA may revise the Fees from time to time at its discretion PROVIDED THAT before such revised Fees take effect, the .aeDA will provide the Registrar with prior reasonable notice of the introduction of the revised Fees.

15.2.   Fees structure

Registrars must pay:

15.2.1.   a non refundable Application Fee to the .aeDA;

15.2.2.   a non refundable Accreditation Fee to the .aeDA;

15.2.3.   a non refundable one time Administrative Fee to the .aeDA for any additional TLD; this fee is applicable on existing .ae Registrars and new Registrars to become accredited for any new TLD that .aeDA offer in the future.

15.2.4.   the Payment Security in accordance with Section 15.3, into an account nominated by the .aeDA that is designated for use by the .aeDA to receive prepayments from Registrars. The Payment Security is

refundable, should the Registrar fail to meet the Accreditation Requirements;

15.2.5. a non refundable Annual Accreditation Fee to the .aeDA, due annually on the anniversary of Accreditation being achieved during the term;

15.2.6. a fee in regard to each Domain Name Registration or Renewal; and

15.2.7. such other fees or charges as may be stipulated by the .aeDA from time to time.

15.3. Registrar payment security

15.3.1. The Payment Security shall be in an amount of at least AED 30,000 in cleared funds, and must be deposited (prior to full Accreditation), into an account nominated by the .aeDA Registry. The Payment Security will be used exclusively to meet the Registrar's obligations under any transaction involving the .aeDA which involves a Fee to be paid by the Registrar to the .aeDA..

15.3.2. For the sake of clarity the Payment Security must be available to .aeDA in full prior to the Registrar being granted access to the Registry Systems.

15.4. Deposited funds

15.4.1. Unless otherwise directed by the .aeDA, any money payable by the Registrar to .aeDA (whether a Fee or otherwise) must be deposited directly into the account nominated by the .aeDA from time to time. The .aeDA shall notify the Registrar of the appropriate account details from time to time. When a transfer to that account has been made by the Registrar, the .aeDA will send a receipt of funds to the email address nominated by the Registrar to the .aeDA.

15.4.2. The Registrar's Payment Security funds will be held within the .aeDA account and will be drawn upon by the .aeDA as needed at the end of each month.

15.4.3. The Registrar is not eligible for any interest earned on any part of the Payment Security.

15.5. Payment of Fees, invoices and statements

15.5.1. A monthly statement of the Registrar's Payment Security balance will also be issued to the Registrar, indicating the amount deducted from the Payment Security for the particular month and the balance of the Registrar's Payment Security following that deduction.

15.5.2. The .aeDA Registry will invoice the Registrar monthly in arrears for the Fees incurred by the Registrar. All Fees are due immediately upon receipt of the .aeDA Registry's invoice and will be deducted by the .aeDA from the Payment Security funds deposited by the Registrar in the account nominated by the .aeDA.

15.6. Minimum Balance

15.6.1. Following the Accreditation of the Registrar, the Registrar shall maintain at all times a minimum Payment Security balance in an account nominated by the .aeDA of an amount not less than the Minimum Balance. Registrars may keep a balance of greater than the Minimum Balance, should they wish, however an amount equal to the Minimum Balance must be maintained on deposit by the Registrar in the account nominated by the .aeDA at all times.

15.6.2. The Registrar may maintain an amount in the relevant account which is greater than the Minimum Balance, but may not maintain an amount in the relevant account which is less than the Minimum Balance. If the Registrar's balance of Payment Security funds on deposit falls below the Minimum Balance, the Registrar will be sent notification of this via an automatically generated low account balance email. The Registrar will also be notified as their account balance falls below two further levels, agreed between the Registry Operator and the Registrar.

In addition, the Registrar will also receive daily closing balance emails to advise it of its account balance.

15.7. Non payment of Fees

15.7.1. Notwithstanding anything else in this Agreement the Registrar must maintain sufficient funds in respect of the Payment Security funds in the .aeDA account to cover all amounts due to the .aeDA in respect of Domain Name Registrations, Renewals, and Fees owed to the .aeDA.

15.7.2. If the amount of the Payment Security in the nominated account held by the .aeDA in favour of the Registrar reaches zero prior to a monthly invoice being sent the .aeDA, or prior to the payment of such an invoice, then the .aeDA may stop accepting new Domain Name Applications (including for Renewals of Domain Name Licences) by the Registrar until a payment in respect of the Payment Security and in respect of any Fees due and owing to the .aeDA in accordance with the relevant invoice.

15.7.3. In the event the Registrar fails to pay any Fee within 15 Calendar Days of the date when due, the .aeDA may stop accepting new Domain Name Application, Renewals and or Deletions associated with invoices not paid in full. In some cases the .aeDA may choose to issue written notice of termination of the Agreement.

15.8. NOT USED

15.9. Invoices and statements

15.9.1. Invoices will be emailed to Registrars in the week following the end of month to which the invoices apply. Monthly invoices will specify the

number of Domain Names Registered and Renewed, during the relevant month with details of the Domain Name and term for which the Domain Name Licence is granted.

15.9.2. In addition to the invoices referred to in Section 15.9.1, at the end of each month, a separate statement will also be sent to Registrars which indicates the amount deducted from the Payment Security and the remaining balance.

15.10. Statements

Registrars will have the ability to generate a statement via the Registry System which details a Registrar's Domain Name Registrations (including payments into and out of the relevant account referred to in this Sections 15) for the day/s entered into the date field.

15.11. Closure of Registrar account

If for any reason, a Registrar is no longer Accredited, a signed request on company letterhead is required from the Registrar for repayment of the balance of the Payment Security on deposit with the .aeDA, this request must be made to the .aeDA and include details of a current bank account number to which the remaining monies may be transferred. The .aeDA will deduct from the Payment Security any outstanding amounts due to it from the Registrar (including any Fees), before such a request is processed.

15.12. Taxes

The Registrar is responsible for the collection and distribution of any tax.

15.13. No set off

The Registrar must not exercise any right of set off or counter claim of any kind against the Fees payable to the .aeDA Registry.

16. NOT USED

17. Limitation of liability

In no event shall either Party be liable for any special, indirect incidental, punitive, exemplary or consequential damages resulting from loss of profits or business interruption, or any damages suffered by the other party arising out of or in connection with this Agreement.

18.   Confidentiality and intellectual property

18.1.   Use of Confidential Information

During the Term of this Agreement, each Party (the **"Disclosing Party"**) may disclose its Confidential Information to the other Party (the **"Receiving Party"**). Each Party's use and disclosure of the Confidential Information of the other Party shall be subject to the following terms and conditions:

18.1.1.   The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.

18.1.2.   The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

18.1.3.   The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided that the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understood, and agreed to be individually bound by the confidentiality terms of this Agreement.

18.1.4.   The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

18.1.5.   The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

18.1.6.   Notwithstanding the foregoing, this Subsection imposes no obligation upon the parties with respect to information that:

18.1.6.1.   is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure;

18.1.6.2.   is or has entered the public domain through no fault of the Receiving Party;

18.1.6.3.   is known by the Receiving Party prior to the time of disclosure;

18.1.6.4.   is independently developed by the Receiving Party without use of the Confidential Information; and

18.1.6.5.   is made generally available by the Disclosing Party without restriction on disclosure.

18.1.7.   The Receiving Party's duties under this subsection shall expire two years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

18.2.   Intellectual property

18.2.1.   Subject to the licences granted hereunder, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

18.2.2.   Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, knowhow, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

18.2.3.   The Registrar acknowledges that Registrant Data is not proprietary information and that it belongs to neither the Registrar, nor the .aeDA, and is held by the .aeDA for the public good.

19.   Use of Logo, marketing materials, etc.

19.1.   Use of name

The Registrar, while it remains Accredited may:

19.1.1.   state that it is an Accredited Registrar; and

19.1.2.   include links on its website to pages and documents within the .aeDA Registry's website, provided those links are not framed by any other materials.

The Registrar shall not:

19.1.3.   use the Logo or the name of the .aeDA in any other way other than as provided for in Sections 19.1.1 and 19.1.2 above; and

19.1.4.   transfer to any other entity the right to use the name of the .aeDA.

19.2.   Details of copyright on Logo

19.2.1.   Subject to the following provisions the .aeDA grants to the Registrar, while it remains Accredited, a nonexclusive, non-transferable worldwide, royalty free licence to:

19.2.1.1. use the Logo specified by the .aeDA for the purposes specified by the .aeDA; and

19.2.1.2. use any marketing and other like materials and documents which are expressly indicated by the .aeDA as materials which the Registrar may use when supplied by the .aeDA Registry to the Registrar for the purposes and on the terms and conditions so specified.

19.2.2. Notwithstanding anything else in this Agreement, the licence granted in Section 19.2.1 may be withdrawn by the .aeDA if the Registrar does not comply with any instructions that the .aeDA may give to the Registrar from time to time regarding the use of the Logo and any materials that the .aeDA gives to the Registrar in accordance with Section 19.2.1.1.

19.2.3. The Registrar shall note that it is an Accredited Registrar of the .aeDA on its Internet site, in the manner and form determined by the .aeDA from time to time. The Registrar shall not make any other use of the Logo or the .aeDA's name, trademarks, symbols and internet site, without the .aeDA's prior written consent, and then only for the period of time and on the terms and conditions of the consent.

19.2.4. Other than in accordance with this Section, the Registrar is not permitted to use the name, Logo or trademark of the .aeDA Registry.

19.2.5. The rights granted under this Section are personal to the Registrar and must not be transferred or assigned or sublicensed to any other person.

20. Transitional provisions

Without limitation to anything else in this RAA the TDRA may decide:

20.1. at any time prior to the commencement of the New Registry Operations,

20.2. to cause that Legacy Domains to be Registered in the Registry with any Accredited Registrar the .aeDA chooses as the Sponsoring Registrar, and

20.3. subsequent to making that decision cause this to occur so that this is reflected in the Registry Database as from the date of the commencement of the New Registry Operations.

PROVIDED THAT, .aeDA shall only make such a decision and shall only cause this state of affairs to occur:

20.4. at the request of the holder of a Legacy Domain or at its own discretion; or

20.5. where the Accredited Registrar which was previously the party responsible for administering the Legacy Domain is in not in a position to commence providing Registrar Services at the date of commencement of the New Registry Operations.

21. Dispute resolution

21.1. Arbitration Practices

Subject to Section 21.2 disputes arising under or in connection with this Agreement, including requests for specific performance shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce (**"ICC"**). The arbitration shall be conducted in the English language and shall occur in the UAE.

There shall be three arbitrators: each Party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The Parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules.

The Parties shall bear their own attorney's fees in connection with the arbitration, and the arbitrators may not reallocate the attorney's fees in conjunction with their award. The arbitrators shall render their decision within ninety Calendar Days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in the UAE however, the Parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a Party during the pendency of arbitration, each Party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in the UAE, which shall not be a waiver of this Agreement.

21.2. Governing Law

This Agreement is governed by and is to be construed in accordance with the laws of the UAE. Notwithstanding Section 21.1 the Parties submit to the non-exclusive jurisdiction of the courts of the UAE and waive any right to object to proceedings being bought in those courts.

22. Termination of Agreement

22.1. Termination by change to this Agreement

Revisions to this Agreement approved by the .aeDA will be presented as an amendment to be signed by the Registrar, or as a replacement agreement. The Registrar will be given 30 Calendar Days to execute the new agreement or amendment, or terminate on notice pursuant to this Agreement. Should the Registrar not execute the amended or new agreement within 30 Calendar Days, the Registrar will be deemed to have terminated this Agreement effective immediately.

22.2. Termination by naming of Successor Registry Operator

This Agreement will expire should the .aeDA no longer have the authority to act as the .aeDA Registry and/or a successor to the .aeDA Registry is appointed.

22.3. Termination due to non payment of Fees

Without limitation to Section 3.2, the .aeDA may terminate this Agreement if there are insufficient funds deposited by the Registrar in the account referred to in Section 15 to be applied as payment to any Fee owing by the Registrar and the Registrar fails to remedy the same within 30 Calendar Days of being required to do so in writing by the .aeDA.

22.4. Termination due to dissolution, insolvency or bankruptcy

Either Party may terminate this Agreement if the other Party is judged insolvent or bankrupt, or if proceedings are instituted against it, or if proceedings are instituted by or against that other Party seeking relief, reorganisation or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of that other Party's business.

22.5. Termination due to death or incapacity

Where the Registrar is a natural person and the Registrar dies or becomes legally incapacitated during the Term of this Agreement, the legal representatives of the Registrar shall, within a period of 15 Business Days from the date of such occurrence, give notice to the .aeDA and all of the Registrar's Registrants of such event. Upon receipt of notice of the Registrar's death or incapacity, or upon becoming aware of any such event if the legal representative of the Registrar fails to properly give notice to the .aeDA, the .aeDA may, at its absolute discretion, terminate this Agreement. The personal representative of the Registrar shall do all such acts and things and execute all such documents as may be necessary to give effect to the obligations set out in this Agreement if so requested by the .aeDA and shall take all actions necessary to preserve the rights of the Registrar's Registrants.

22.6. Termination due to loss of Accreditation

Without limitation to Section 3.2, the .aeDA may, in its sole discretion by giving notice thereof to the Registrar, terminate this Agreement or suspend the Registrar's Accreditation for such time as the .aeDA may determine should the Registrar not continue to meet the Accreditation Requirements.

23.   Effect of Termination

Upon the expiry or termination of this Agreement for any cause:

23.1.   the .aeDA Registry will complete the Registration of all Domain Names processed by the Registrar prior to the effective date of such expiration or termination of this Agreement, provided that Registrar's payments to the .aeDA Registry for Fees are current and timely;

23.2.   the Registrar shall immediately transfer its Sponsorship of Registered Names to another Accredited Registrar or the .aeDA Registry in compliance with any .aeDA Policies;

23.3.   Confidential Information will be returned or destroyed in accordance with the confidentiality Section; and

23.4.   all Fees owing to the .aeDA Registry shall become immediately due and payable.

24.   Assignment

24.1.   A Registrar may not assign its rights under this Agreement to another party without prior consent from the .aeDA.

24.2.   A Registrar must notify the .aeDA if there is an effective change in control of the Registrar's business of providing Registrar Services, and will not allow such a change of control to occur without the .aeDA's prior written consent.

24.3.   The Registrar agrees to pay all legal fees for the .aeDA to investigate the change in control of the Registrar's business of providing Registrar Services, regardless of whether prior written consent or permission is given by the .aeDA to such an event.

24.4.   The .aeDA may request information it deems necessary from the Registrar in order to make a decision on the change of control or assignment.

24.5.   The Registrar may not transfer, assign, charge, rent out, lend and/or howsoever give any third party, directly and/or indirectly, its rights and/or obligations pursuant to this Agreement, without the .aeDA's prior written consent and without the assignee having been accredited by the .aeDA to serve as a Registrar.

24.6.   The transfer and/or assignment of any right or obligation by one of the Parties to a third party shall not derogate from the Registrar's direct liability pursuant to this Agreement for its acts or omissions prior to the transfer and/or assignment

24.7.   The .aeDA may transfer and/or assign to any third party, its rights and/or obligations pursuant to this Agreement, or some of them, if the source of the authority for its operations is removed or transferred to another party, provided that the Registrar's rights pursuant to this Agreement are not prejudiced. In particular, and without derogating from the generality of the aforesaid, the .aeDA may transfer the management and maintenance of Registry Systems to a third party elected by it for such purpose.

25.   Force majeure

Neither Party shall bear any liability, in contract or any tort, for any damage, including special damage, consequential damage or indirect damage, pursuant to this Agreement or at law, occasioned by force majeure, including fire, flood, war, acts of sabotage, serious disturbances of the public peace, a shortage of reasonable sources for the supply of equipment essential to the operation of the Internet and/or the Registry System, an act or omission of a communications licensee or restrictions imposed by it, a temporary delay, restriction, cessation or disconnection in services and ancillary services in consequence of government regulations or orders, Internet restrictions, military or security restrictions, fraud prevention means or other causes that are not in such Party's control.

26.   Further terms

26.1.   Waivers

No waiver by either Party of any provision of or right of that Party under this Agreement shall be effective unless it is in writing signed by that Party and such waiver shall be effective only in the specific instance and for the specific purpose for which it was given. No failure or delay by any Party to exercise any right under this Agreement or to insist on strict compliance by any other Party with any obligation under this Agreement, and no custom or practice of the Parties at variance with the terms of this Agreement, shall constitute a waiver of that Party's right to demand exact compliance with this Agreement.

26.2.   Entire Agreement

Subject to Section 11.3 and otherwise as expressly provided for in this Agreement, this Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

26.3.   Counterparts

This Agreement may be signed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

26.4.   Amendments

Other than the .aeDA Policies and the terms of use of the .aeDA Registry's logo and materials referred to in this Agreement, no amendment, supplement, or modification of

this Agreement or any provision hereof shall be binding unless executed in writing by both Parties.

26.5. Severability of Provisions

Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective and severed to the extent thereof without invalidating any other provision of this Agreement, and any such prohibition or unenforceability shall not invalidate such provision in any other jurisdiction.

26.6. Non-merger

The continuing warranties, covenants and indemnities of the parties shall not merge on termination of this Agreement but shall continue thereafter.

26.7. Relationship of the Parties

Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

27. Limitations of liability

27.1. Indemnification

The Registrar under this Section, will indemnify, defend and hold harmless the .aeDA and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against the .aeDA or any affiliate of the .aeDA based on or arising from any claim or alleged claim:

27.1.1. relating to any product or service of Registrar;

27.1.2. relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder or Registrar; or

27.1.3. relating to Registrar's Domain Name Registration business, including, but not limited to, Registrar's advertising, Domain Name Application process, systems and other processes, fees charged, billing practices and customer service.

The .aeDA shall provide the Registrar with prompt notice of any such claim, and upon the Registrar's written request, the .aeDA will provide to the Registrar all available information and assistance reasonably necessary for the Registrar to defend such claim, provided that the Registrar reimburses the .aeDA for the .aeDA's actual and reasonable costs incurred in connection with providing such information and assistance.

The Registrar will not enter into any settlement or compromise of any such a claim without the .aeDA's prior written consent, which consent shall not be unreasonably withheld.

The Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorney's fees and costs awarded against or otherwise incurred by the .aeDA in connection with or arising from any such claim, suit, action or proceeding.

28. Notices

Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by email or by facsimile during business hours) to the address or facsimile number set forth beneath the name of such party below, unless such Party has given a notice of a change of address or individual representation in writing:

Without limiting any other means by which a Party may be able to prove that a notice or other communication has been received by another Party, a notice or other communication shall be deemed to be duly received:

28.1. if sent by hand when left at the address of the recipient;

28.2. if sent by pre-paid post, 14 Calendar Days after the date of posting;

28.3. if sent by facsimile, upon receipt by the sender of an acknowledgement or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number; or

28.4. if sent by email, on the date and time at which it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system).

PROVIDED THAT if a notice or other communication is served by hand on a day which is not a Business Day, or after 3:00 pm on any Business Day, such notice or communication shall be deemed to be duly received by the recipient at 7:00 a.m. on the first Business Day thereafter.

All notices and other communications shall be sent to the intended recipient at the relevant address set out below or to such other address as a Party may for the purposes of this Section from time to time notify to the other in writing: notices to the .aeDA are to be delivered to:

PO Box 116688, Dubai, UAE.

Notices to the Registrar as set out in Schedule (1):

29. Executed as an Agreement

Executed for and on behalf of the Telecommunications and Digital Government Regulatory Authority trading as the .aeDA by:

Signature

Name

Title

Date

Who hereby certifies that he has the authority to execute this Agreement on behalf of the Telecommunications and Digital Government Regulatory Authority, in the presence of:

Witness Signature

Name

Address

Executed for and on behalf of _____ by:

Signature

Name

Title

Date

Who hereby certifies that he has the authority to execute this Agreement on behalf of _____ in the presence of:

Witness Signature

Name

Address

Schedule (1) – Registrar Details

Registrar Name	
Contact Name	
Business Number	
Street Name and Number	
City	
Country	
Attention	
Telephone	
Fax	
Email	

Schedule (2) – Fees

Application and Accreditation Fees

Application and Accreditation Fees*^	
Application Fee	AED 3,000
Accreditation Fee	AED 5,000
Administrative Fee (per TLD)	AED 5,000
Initial Deposit	AED 30,000
Annual Accreditation Fee	AED 5,000

*The .aeDA reserves the right to alter the Application and Accreditation Fees at any time.

^All Fees shown are in UAE Dirham – AED

Fees for Domain Name Creation and Renewal

Fees for Domain Name Creation and Renewal*^					
Zone	1 Year	2 Year	3 Year	4 Year	5 Year
امارات. (dotEmarat) – Arabic ccTLD	100.00	200.00	300.00	400.00	500.00
.ae (ccTLD)	100.00	200.00	300.00	400.00	500.00
co.ae	100.00	200.00	300.00	400.00	500.00
net.ae	100.00	200.00	300.00	400.00	500.00
org.ae	50.00	100.00	150.00	200.00	250.00
sch.ae	50.00	100.00	150.00	200.00	250.00
ac.ae	50.00	100.00	150.00	200.00	250.00
gov.ae	50.00	100.00	150.00	200.00	250.00
mil.ae	50.00	100.00	150.00	200.00	250.00

*The .aeDA reserves the right to alter the Domain Name Fees at any time.

^All Fees shown are in UAE Dirham – AED

Minimum Balance

Minimum Balance*^	
Minimum Balance	AED 3,000

*The .aeDA reserves the right to alter the Minimum Balance at any time.

^All Fees shown are in UAE Dirham – AED

Schedule (3) – Registrant Agreement Mandatory Provisions

This Schedule (3) contains the minimum information that should be contained in a Registrant Agreement. This information should not be considered to be a comprehensive Registrant Agreement.

The Registrar should take appropriate measures to ensure that it has included these terms and conditions in its Registrant Agreement. Further the Registrar should obtain independent legal advice on these terms and conditions and their impact on the Registrar's rights and liabilities.

The Registrant Agreement must contain the following minimum terms and conditions:

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 UAE Domain Name Dispute Resolution Policy – UAE DRP 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 UAE DRP 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.

Schedule (4) – Service Level Agreement

DNS Service Level Targets

DNS Service Availability:

100% per calendar month

Name Service Availability:

At least 99% per calendar month

Name Server Availability:

At least 98.9% per calendar month

Processing Time:

Maintain an average response time of 100 milliseconds

EPP Service Level Targets

Service Availability

At least 99.9% per calendar month

Processing Time

At least 95% of query commands processed within .5 seconds

At least 95% of transform commands processed within 1 second

DNS Database Synchronization Service Level Targets

Update Delay

The DNS update service must ensure that 95% of updates are reflected in the authoritative DNS network within 5 minutes

WhoIs Service Level Targets

Service Availability

At least 99.9% per calendar month

Processing Time

At least 95% of transactions processed within 1 second

Update Delay

At least 95% of updates to the Registry database are reflected in the WhoIs Data within 5 minutes

WhoIs Check Service Level Targets

Service Availability

At least 95% per calendar month

Processing Time

At least 95% of transactions processed within 1 second

Update Delay

At least 95% of updates to the Registry database are reflected in the WhoIs Check Service within 5 minutes

HTTP Web Interface Service Level Targets

Service Availability

At least 98% per calendar month

Schedule (5) – Authorised Zones

The Registrar named in Schedule (1) of this Agreement is authorised by the .aeDA to act as a Registrar in the following zones:

Zone	Authorised (indicate those which apply)
امارات. (dotEmarat) – Arabic ccTLD	
.ae	
co.ae	
net.ae	
org.ae	
sch.ae	
ac.ae	
gov.ae	
mil.ae	

Schedule (6) – Registry Toolkit (RTK)

This Schedule describes the Registry Toolkit (RTK) and their terms of use.

The RTK consists of an API available in the following languages:

- Java
- C++
- Perl

These languages are used as means of communication between Registrars and the Registry and use the relevant RFC for the EPP Protocol. Some simple examples are provided and show how to use the objects of the as well as how to generate the XML commands to be sent to the Registry. The examples are intended merely as simple strategies a Registrar may take in handling objects and entities, not as an example of the best way to implement Registrar applications. The examples show how to create sessions to the Registry and what steps are required to execute EPP commands.

Documentation is provided which describe details of the API, and makes suggestions on how to use it effectively. The documentation describes what steps must be taken in order to create and manage Registry objects such as domains, contacts, and hosts. It also describes the way in which a Registrar may open multiple concurrent sessions to the Registry for efficient EPP Protocol command execution. In addition to describing the process of executing commands, it discusses how to retrieve the information represented by objects and entities.

These are separated into packages and class hierarchies so that the contained objects and entities can be easily used. These relationships are described in the documentation. There is an explanation of the defined classes and methods including their parameters, and expected responses.

The RTK is licensed under the GNU Lesser General Public License and this Agreement, and on the understanding that the .aeDA Registry makes no representations about the RTK and the RTK is used by the Registrar solely at its own risk in all things.

Disclaimer of Warranties

The Registry is provided 'as is' and without any warranty of any kind. The .aeDA Registry expressly disclaims all warranties and or conditions, express or implied, including, but not limited to, the implied warranties and conditions of merchantability or satisfactory quality and fitness for a particular purpose and non infringement of third party rights.

The .aeDA Registry does not warrant that the functions contained in the Registry will meet the Registrar's requirements, or that the operation of the Registry will be

uninterrupted or error free, or that defects in the Registry will be corrected. Furthermore the .aeDA Registry does not warrant nor make any representations regarding the use or results of the Registry or related documentation in terms of their correctness, accuracy, reliability or otherwise.

Should the Registry prove defective, the Registrar assumes the entire cost of all necessary servicing repairs or correction of the Registrar's own systems and software.

Schedule (7) – Domain Name Licence

The Domain Name Licence set out below in this Schedule (7) is also to be the Certificate of Registration issued by the Registrar to the Registrant pursuant to Section 11.12.5 of the RRA. The Registrar will cause this Domain Name Licence to be provided to the Registrant upon successfully Registering or Renewing any Domain Name. This Domain Name Licence and Certificate of Registration must not be provided to the Registrant until all the conditions in Section 11 have been met.

The Domain Name Licence and Certificate of Registration must, where provided in hard copy, be mailed to the Registrants address as stored in the Registry Database, or where presented in electronic form emailed to the Registrant Contact as stored in the Registry Database, the Domain Name Licence and Certificate of Registration must be made available in a 'Printer Friendly Format' in the format prescribed below or by the .aeDA from time to time.

The Domain Name Licence and Certificate of Registration may list more than one Domain Name, as long as they are all Registered to the same Registrant on the same date and are licenced for the same Domain Name Licence Period.

Where more than one Domain Name is Registered to the same Registrant on the same date the Domain Names displayed on the Domain should be separated by a comma. A separate Domain Name Licence and Certificate of Registration must be provided where more than one Domain Name is Registered to the same Registrant, but they are licenced for differing Domain Name Licence Periods.

All dates displayed should be in the format DD/MM/YYYY where:

- DD is the day of the month between 01 and 31;
- MM is the month of the year between 01 (January) and 12 (December); and
- YYYY is the year in the Gregorian calendar.

No modification to the information contained in the Domain Name Licence and Certificate of Registration is Permitted.

The Domain Name Licence and Certificate of Registration must carry the logo of the .aeDA as provided to the Registrar.

The Registrar must ensure that the Registrant enters into a Registrant Agreement and Domain Name Licence Agreement. A sample method for ensuring Registrant Agrees to the Domain Name Licence and the Registrant Agreement is provided below; however Registrars may choose to implement another method providing that it is consistent with the terms of the Registry Registrar Agreement and the .aeDA's Policy.

Sample Method

By Registering the Domain Name(s) listed below You will be entering into a Registrant Agreement with *<Registrar Name>* and a Domain Name Licence with the TDRA.

Should You not agree to any of the conditions in the Registrant Agreement or the Domain Name Licence, do not proceed with the Registration.

A copy of the Registrant Agreement and the Domain Name Licence is presented below.

<Insert the Domain Name(s)>

<Display the terms of the Registrant Agreement>

<Display the terms of the Domain Name Licence>

[I Agree]

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

This Agreement governs the terms by the TDRA (**"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.

Schedule (8) – Logo