

## .AE domain name - Registrant Agreement

### Registrant Agreement for .AE 2<sup>nd</sup> level domain names (.ae)

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These Terms and Conditions are defined where Instra Corporation Pty Ltd will provide Domain Name Registration Services (the “Services”) to you and particular issues we need to highlight to you. By signing an application form for the Services (in paper form or on-line), you make an Agreement with us that these Terms and Conditions will govern our relationship. Your use of the Services is also governed by and subject to the .aeDA policies, which are available online at:

[www.aeda.ae](http://www.aeda.ae).

You must comply with all .aeDA policies.

#### **1 Services supplied**

1.1 Instra Corporation will supply you with the Services ordered by you as shown on your electronic application form. For the details of what your Services include, you should refer to the Customer Guide.

1.2 Charges will apply for the registration and use of the Services are described in the Customer Guide.

1.3 We will treat you as having received notices from us regarding this Agreement if we contact the latest email address you have given us. We will also post all changes to our pricing and Terms and Conditions on our website [www.instra.com](http://www.instra.com)

1.4 The .aeDA policies are subject to change. You must monitor the [www.aeda.ae](http://www.aeda.ae) website for such changes.

#### **2 Making changes**

2.1 If you want to add or cancel Services you should contact Instra Corporation. You can, however, cancel a Service within 3 days from the submission of your application for the Service or for renewal of the Services. The purpose of this “grace period” is to allow for a correction of typographic errors or any other errors made by you. We may investigate your request to cancel the Services if we suspect that you are using the “grace period” for any other purposes.

2.2 If you want to transfer sponsorship of your Domain Name to a different registrar (other than Instra Corporation) we will assist you to do so in accordance with the respective .aeDA Policies.

2.3 Instra Corporation may make changes to its Services (including withdrawal of a Service), or to its prices and Terms and Conditions, at any time. Instra Corporation will provide you 28 days notice of any alteration to its prices (unless the change is a reduction in prices for the Services, in which case less notice may be given) and 14 days notice of any non-price related changes which will affect you. Your continued use of the Services after such notice will automatically show your acceptance of such changes. If you do not accept a change, you must contact us within seven days to cancel that Service.

#### **3 Quality of Service**

3.1 Instra Corporation aims to offer high-quality Services to its customers and, if any quality issues arise, will take all reasonable steps to minimize interruptions to, interference with or reduced quality of the Services.

3.2 However, Instra Corporation cannot guarantee that the Services will be available in all areas at all times, or will be free of interruptions or interference, and the quality of Service available may also sometimes be affected by factors outside our control.

3.3 Instra Corporation may from time to time briefly disconnect the Services if the network or the Domain Name registration system becomes unavailable, needs maintenance or for other technical reasons. We will try to ensure that this is not a common occurrences.

3.4 We reserve the right to discontinue the Services for legal or regulatory reasons.

#### **4 Paying for the Services**

4.1 You agree to pay the charges for all Services that you order during the application process. All prices are shown on our web site and during the application process.

4.2 We accept the following payment methods: Credit Card (VISA, American Express, MasterCard, Diners Card) Direct Bank deposit, and cheques which are drawn from any Australian bank account. We will also accept International wire transfer payments if prior arrangement has been agreed upon with our Customer Support team.

4.3 If we reasonably suspect abuse of a payment method in respect of any account we reserve the right to withdraw the availability of a payment method in respect of that account.

4.4 If you use more than one of our Services, any payment you make may be applied by us towards any outstanding amount for any Service, in such order as we decide is appropriate. If you have more than one account with us, we may transfer any credit on one account to settle outstanding amounts overdue under another account.

4.5 If you do not pay all of the charges due from you, we may at our choice suspend any or all of the Services or end this Agreement.

#### **5 Deposits and credit assessments**

5.1 In general, we do not provide any services on credit unless credit has approved on prior arrangement with our Account staff. When you order the Services, we will advise you if you need to pay us a refundable deposit for any services provided.

5.2 Instra Corporation will only use any deposit we hold, against payment of your account or any other account you have with us, if you have failed to pay an amount which is due to us and we have suspended the account

#### **6 Your relationship with .aeDA**

6.1 By agreeing to these Terms and Conditions you acknowledge that we are acting as agent for the .aeDA to the extent necessary to enable .aeDA to receive the benefits conferred to them under these Terms and

Conditions.

6.2 In relation to the .aeDA, you agree:

- (a) that Instra Corporation has the right and the obligation to disclose to the .aeDA Registry all information reasonably required to register the Domain Name
- (b) that all personal information relating to you is held by .aeDA for the benefit of the public of the UAE
- (c) the .aeDA has the right to publicly disclose to third parties, all information relating to your Domain Name including information to enable the .aeDA to maintain a public Whois service provided any disclosure is in accordance with .aeDA Policies.
- (d) you will enter into a Domain Name Licence with the .aeDA.
- (e) to the liability provisions relating to .aeDA as set out below
- (f) that if we have any outstanding fees owing to the .aeDA, the .aeDA may in its sole discretion discontinue our ability to provide the Services.
- (g) to comply with all .aeDA Policies at all times. You should review all policies carefully, including but not limited to:
  - (i) Reserved Names Policy (clause 5 of this policy explains which Registrations are prohibited)
  - (ii) Domain Name Eligibility Policy (clause 8 of this policy sets out the Eligibility Criteria)
  - (iii) Registrant Warranties Policy (you will make these warranties in accordance with clause 9.2 of this Agreement)
  - (iv) Domain Name Transfer – Change of Registrant (setting the rules for transferring Domain Name Licences)
  - (v) Privacy Policy and Whois Data Collection and Display Policy (setting out how your data and data relating to your Domain Name will be collected and used by the .aeDA)
  - (vi) Domain Name Renewal, Expiry & Deletion Policy (setting out the rules for renewal, expiry & deletion).

6.3 We will give you written notice if we are no longer a Registrar or our accreditation is suspended or terminated.

## **7 Your responsibilities in relation to the Services**

You agree that you will:

7.1 pay all charges for the Services that you order and/or use

7.2 follow our instructions in respect of each Service

7.3 use the Services responsibly, and in compliance with the laws of the United Arab Emirates, Australia, and the .aeDA Policies

7.4 not resell the Services

7.5 not apply for or use the Services in any way which breaches the intellectual property rights of any third party

7.6 indemnify Instra Corporation Pty Ltd against any loss or damage Instra Corporation suffers as a result of your failure to comply with this Agreement or with the .aeDA policies

7.7 supply further documentation and information that we may request in order to comply with our legal and regulatory obligations

7.8 notify us if there is any change in data relating to you (which we will pass on to the .aeDA), in particular you must inform us if there is any change in your eligibility to register or use a given Domain Name

7.9 will be responsible for transferring your Registered Domain Name to a different service provider, in accordance with .aeDA Policies, within 30 days of receiving notice from the .aeDA that you are required to do so.

## 8 Your Domain Name

8.1 You agree that the Domain Name you want to register complies with all .aeDA Policies (including but not limited to the Domain Name Eligibility Policy).

8.2 You agree that you will not:

(a) have any proprietary right arising from the Domain Name or the entry of the Domain Name in the Registry Database

(b) register a Domain Name for the purpose of diverting trade from another business or website

(b) deliberately register misspellings of another entity's company or brand name in order to trade on the reputation of another entity's goodwill

(c) register a Domain Name and then passively hold a Domain Name License for the purpose of preventing another person or entity from registering it

(d) transfer or purport to transfer a proprietary right in any Domain Name Registration

(e) grant or purport to grant a Domain Name as security

(f) encumber or purport to encumber a Domain Name Registration.

## 9 Warranties

Warranties are statements of fact that you declare to be true. By agreeing to these Terms and Conditions you:

9.1 warrant that you meet, and will continue to meet, the Eligibility Criteria prescribed in the .aeDA Policies relating to the registration of a Domain name. In the event you no longer meet the Eligibility criteria, your Domain Name Licence may be cancelled

9.2 make all of the warranties set out in the Registrant Warranties Policy (and any other policies introduced in substitution, replacement or amendment to that Policy). The warranties include, without limitation, that all the information supplied to Instra Corporation for the Registration of the Domain Name is true, complete and correct. Instra Corporation or .aeDA shall cancel the Registration of the Domain Name if any of the warranties are not true.

9.3 warrant that you have not previously submitted a Domain Name with another Registrar which is the same as the Domain Name you are now submitting to Instra Corporation where:

(a) you are relying on the same Eligibility Criteria for both Domain Names and (b) the Domain Name has been previously rejected by the other Registrar.

## 10 Circumstances where Instra Corporation can suspend or terminate the Services

Instra Corporation can suspend or terminate the Services at any time without notice in the event that:

10.1 we suspect that you are failing to comply with this Agreement in any way (we will reinstate the Service as soon as we are satisfied that this is not the case), in particular where you fail to meet the Eligibility criteria to use the Domain Name

10.2 we suspect that unusual or fraudulent activity is occurring on the account (we will reinstate the Service/account as soon as we are satisfied that this is not the case)

10.3 you fail to pay charges due as set out in Clause 4.1

10.4 we are required to do so by any government, regulatory organization, emergency Service, or other competent authority, or .aeDA.

10.5 you become bankrupt or enter into an arrangement with your creditors (or equivalent legal procedure in any other relevant jurisdiction), or we believe it is likely that you will do so shortly.

10.6 Where we suspend a Service under one of the provisions in this Clause, you remain liable for all charges applicable during that period of suspension.

## **11 Transferring this Agreement**

11.1 Under this Agreement, Instra Corporation agrees to provide the Services only to you. You may not transfer this Agreement or an account without Instra Corporation's prior consent and any transfer must be in accordance with the .aeDA Policies (please see the Domain Name Transfer – Change of Registrant Policy).

11.2 You agree that Instra Corporation may assign this Agreement to a third party, for business reasons. If Instra Corporation does this we will notify you of the change in Service provider.

## **12 Privacy, account details and passwords**

12.1 We may monitor your use of the Services and record calls made to our Front of House staff, for training, financial control, quality control and regulatory purposes.

12.2 Please see Instra Corporation's Privacy Policy at <http://www.instra.com/policies/DDPrivacyPolicy.htm> and .aeDA's Privacy Policy at [www.aeda.ae](http://www.aeda.ae) for details of how Instra Corporation and .aeDA collect and use your information.

12.3 You undertake that all information you give to us is correct and complete, and you must notify us if your account details, such as your email address, change.

12.4 Your account details may be used to verify your identity for access to the Services; you must keep your account details safe.

12.5 Your passwords are confidential to you alone; you must keep them secret. We will not be responsible for any loss you suffer as a result of not keeping your passwords secret.

12.6 We will only allow access to your account (including making changes to the account) to you as

account holder, using your password.

12.7 We reserve the right to share your personal account information with third parties for credit checking, security, fraud prevention, identity verification purposes, or where we have been requested to make such information available to a government or law enforcement agency.

### 13 Ending a Service or this Agreement

13.1 If you want to end a Service you should contact Instra Corporation Accounts representative. All Services must be taken for at least the minimum contract term specified on the application form.

13.2 If you terminate any Service before the end of your minimum contract term for that Service you will be required to pay for that Service until the end of the minimum contract term and we will not refund any charges paid in advance for the minimum contract term.

13.3 If you end all Services you have ordered from us, then this Agreement will end automatically, and we may close your account. Upon closure of your account all outstanding charges payable by you will become immediately payable.

13.4 We can end this Agreement or any Service at any time by giving you 30 day's notice.

### 14 Legal liability

14.1 We will not be liable (whether for breach of contract, negligence or any other liability arising under or in relation to this Agreement) for any actions by us or anyone who works for us, except to the extent that such liability cannot be excluded under Australian law or any .aeDA policy.

14.2 We shall not be liable to you for any loss of business, revenue, profits or anticipated savings, data being lost or corrupted, or any indirect or consequential loss suffered by you.

14.3 We shall not be liable to you

- (a) for the temporary non-availability of our network or the Domain Name registration system,
- (b) for loss, late receipt or non-readability of any message or communication,
- (c) for any defects, malfunctions or delays in any way connected with the provision of the Services.

14.4 Subject to the rest of this Clause, any liability which may arise under this clause will be limited to AUD\$3,00 per incident, subject to a total maximum of AUD\$10,000 for any number of incidents within any 12 month period.

14.5 If we cannot provide the Services for a reason which is outside our control, then we cannot accept any responsibility for such lack of Services.

14.6 You will not pursue any claim against the .aeDA for anything arising out of this Agreement or relating to the Domain Name and .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 Instra Corporation of its obligations under this Agreement or under Instra Corporation's agreement with .aeDA.

14.7 You agree that .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 you or us, 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 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.

14.8 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the .aeDA will not be liable to you for consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by you as a result of any act or omission whatsoever of the .aeDA, its employees, agents or subcontractors.

14.9 This Clause 14 will continue to apply even after this Agreement has ended.

## 15 Domain Name Cancellation

15.1 When we are informed that the entity that held the Domain Name Licence no longer exists, we must give notice to the Registrant Contact listed in the Registry Database that the Domain Name Licence is cancelled and the Domain Name will be deleted in 30 calendar days. We will use reasonable commercial endeavors to give notice.

15.2 Where the Registrant was an individual and that individual is deceased, the Domain Name Licence passes to the deceased's estate. We are not required to take any action unless and until contacted by the executor of the estate. We must Delete the Domain Name at the end of the 30 day period. The Domain Name will enter "pending delete" status after which it will be immediately dropped from the Registry.

15.3 It is not possible for a non-existent Registrant to update Domain Name Eligibility details, or transfer the Domain Name Licence to a third party. Therefore, the Domain Name must be deleted even if it is currently being used by another entity or individual. The only exception to this rule is that if there is documentary evidence that, prior to its demise, the Registrant agreed to transfer the Domain Name Licence to the entity or individual currently using the Domain Name and the transfer meets the requirements outlined in the .aeDA's Transfers Change of Registrant Policy. In such situation, we must process the transfer of the Domain Name Licence in accordance with .aeDA's Transfers Change of Registrant Policy.

15.4 We may cancel the Domain Name when we are notified that you no longer meet the Eligibility criteria to use the Domain Name.

## 16 If you want to make a complaint/disputes

16.1 If you have a complaint about the Services you should contact our Customer Service staff in accordance with the Domain Name Registration Complaints Handling Policy. We will try and resolve any complaints quickly and amicably.

16.2 This Agreement is governed by the federal laws of Australia, and the state laws of Victoria, Australia.

16.3 If either of us fails to exercise a right we may have under this Agreement, that does not prevent that party from exercising this right in the future.



16.4 Any disputes between you and a third party (that is, a party other than Instra Corporation or the .aeDA) concerning the registration or use of a domain name by you shall be governed by the .aeDA Dispute Resolution Policy (aeDRP). The aeDRP can be retrieved from the policy section of the aeDA web site at: <http://www.aeda.ae>