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

This agreement governs the terms by the TRA (**"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"**; Registry-Registrar Agreement AEDA-AGR-001 43

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 *Instra Corporation Pty Ltd*; 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. Registry-Registrar Agreement AEDA-AGR-001 44

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. Registry-Registrar Agreement AEDA