
Domain Name Dispute Resolution Policy for .ae – .aeDRP

AEDA-POL-014a

Version 1.0

Issue Date 21/04/2008



إدارة أسماء نطاق الانترنت
Domain Administration

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Document Status

The status of the document:

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

Domain Name Dispute Resolution Policy for .ae – .aeDRP

1. Introduction

This Policy is incorporated by reference into all Registrant Agreements, and all Domain Names. This Policy sets out the basis on which disputes arising out of .ae Domain Name Registrations and Renewals between aspiring claimants to that Registration will be dealt with. Accordingly, it is intended to bind Registrants, over the Registration or use of a .ae Domain Name, but does not bind the .aeDA itself.

As a similar Policy was in place before the commencement of the New Registry Operations which used such terms, for the sake of convenience, this Policy uses:

- “we”, “our” or “us” to refer to the .aeDA;
- “you” and “your” to refer to a Registrant of a .ae Domain Name; and
- the “Registrar” refers to the relevant Registrar with respect to a .ae Domain Name.

2. Interpretations and Definitions

- 2.1. Except where expressly provided otherwise in this Policy including Section 2.3, all terms used in this Policy, and defined in the .aeDA’s Common Definition Policy (as amended from time to time) will carry the meaning ascribed to them in that Common Definition Policy *mutatis mutandis*.
- 2.2. Except where the context otherwise requires, the following principles will apply in interpreting the terms and words used in this Policy:
 - a) words importing the masculine, feminine or neuter gender include any of them, and the singular includes the plural and vice versa;
 - b) clause or section headings are for ease of reference only and do not affect the meaning of this Policy;
 - c) references to notice mean notice in writing;
 - d) the Schedules and any appendices or annexures form part of this Policy;
 - e) a reference to a Party includes its executors, administrators, successors and permitted assigns; and
 - f) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments, governmental and local authorities and agencies.

2.3. The following words were used in this Policy will have the meaning ascribed to them below;

“Administrative Panel” or **“Panel”** means a panel Appointed pursuant to and for the purpose of this Policy as amended from time to time;

“Complainant” means the party initiating a complaint concerning a Domain Name;

“Domain Name” means an alphanumeric string associated with Internet resources detailed in RFC 1034, 1035 and other relevant RFCs, which may be subject to use for a specified period of time issued or granted to a Registrant by the .aeDA, entitling the Registrant to an exclusive right to use that Domain Name for the relevant Domain Name licence period, the terms of which are notified by the .aeDA to the Registrars from time to time;

this **“Policy”** means this *“Domain Name Dispute Resolution Policy for .ae - .aeDRP”*;

the **“Provider”** means the WIPO Arbitration and Mediation Center, the URL for which is <http://www.wipo.int/amc/en/domains/>; and

the **“Rules of Procedure”** means the *“Rules for the Domain Name Dispute Resolution Procedures for .ae – aeDRP Rules”*.

3. Purpose

This Domain Name Dispute Policy has been adopted by us and is incorporated by reference into your Registrant Agreement, and sets forth the terms and conditions in connection with a dispute between you and any other party **other than the Registrar or us**, over the Registration or use of the Domain Name by you. Proceedings under Section 6 of this Policy will be conducted according to the Rules of Procedure.

4. Your representation

By applying to Register a Domain Name, or by asking a Registrar to maintain or renew a Domain Name Registration, you hereby represent and warrant to us and the relevant Registrar that:

- a) the statements that you made in your Registrant Agreement are complete and accurate;
- b) to your knowledge, the Registration or the use, direct or indirect, of the Domain Name by you does not and will not infringe upon or otherwise violate the legal rights of any third party;
- c) you are not Registering or will not, directly or indirectly, use the Domain Name for an unlawful purpose; and

- d) to the best of your information, knowledge and belief, you are not Registering or will not, directly or indirectly, use the Domain Name in violation of any applicable laws or regulations.

It is your responsibility to determine whether your Registration or use of the Domain Name Registration infringes or violates someone else's rights.

5. Cancellations, Transfers and Changes

Either the relevant Registrar or us will cancel, transfer or otherwise make changes to Domain Name Registration under the following circumstances:

- a) subject to the provisions of Section 10 below our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b) our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c) our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by .aeDA.

We may also cancel, transfer or otherwise make changes to a Domain Name Registration in accordance with the terms of your Registrant Agreement, or other legal requirements.

6. Mandatory administrative proceeding

This Section sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before the WIPO Arbitration and Mediation Center.

a) **Applicable disputes**

In the following cases you must submit to a mandatory administrative proceeding in the event that a third party (a "**Complainant**") asserts to the WIPO Arbitration and Mediation Center, in compliance with the Rules of Procedure, that:

- i) your Domain Name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and
- ii) you have no rights or legitimate interests in respect of the Domain Name; and
- iii) your Domain Name has been registered or is being used in bad faith.

In the administrative proceeding, the Complainant must prove that each of these three elements are present.

b) Evidence of Registration or use in bad faith

For the purposes of Section 6(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the Registration or use of a Domain Name in bad faith:

- i) circumstances indicating that you have registered or you have acquired the Domain Name primarily for the purpose of selling, renting, or otherwise transferring the Domain Name Registration to the Complainant who is the owner of the trademark or service mark or to a competitor of that Complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the Domain Name; or
- ii) you have Registered the Domain Name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding Domain Name, provided that you have engaged in a pattern of such conduct; or
- iii) you have Registered the Domain Name primarily for the purpose of disrupting the business of a competitor; or
- iv) by using the Domain Name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c) How to demonstrate your rights to and legitimate interests in the Domain Name in responding to a Complaint

When you receive a complaint, you should refer to Section 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the Domain Name for purposes of Section 6(a)(ii):

- i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the Domain Name or a name corresponding to the Domain Name in connection with a bona fide offering of goods or services; or
- ii) you (as an individual, business, or other organization) have been commonly known by the Domain Name, even if you have acquired no trademark or service mark rights; or

iii) you are making a legitimate non-commercial or fair use of the Domain Name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d) Selection of provider

The Complainant shall select the Provider from among those approved by .aeDA by submitting the complaint to that Provider.

e) Initiation of proceeding and process and appointment of Administrative Panel

The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f) Consolidation

In the event of multiple disputes between you and a Complainant, either you or the Complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by the .aeDA.

g) Fees

All fees charged by the WIPO Arbitration and Mediation Center in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the Complainant, except in cases where you elect to expand the Administrative Panel from one to three panellists as provided in Section 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the Complainant.

h) Our involvement in administrative proceedings

Neither we nor any Registrar will, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, neither we nor any Registrar will be liable as a result of any decisions rendered by the Administrative Panel.

i) Remedies

The remedies available to a Complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your

Domain Name or the transfer of your Domain Name Registration to the Complainant.

j) Notification and publication

The WIPO Arbitration and Mediation Center shall notify the Registrar and us of any decision made by an Administrative Panel with respect to a Domain Name you have Registered with the Registrar. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k) Availability of court proceedings

The mandatory administrative proceeding requirements set forth in Section 6 shall not prevent either you or the Complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your Domain Name Registration should be cancelled or transferred, the Registrar will wait ten (10) business days (as observed in the location of the principal office of the Registrar) after the Registrar is informed by the WIPO Arbitration and Mediation Center of the Administrative Panel's decision before implementing that decision. The Registrar will then implement the decision unless the Registrar has received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the Complainant in the jurisdiction to which the Complainant has submitted under Section 3(b)(xiii) of the Rules of Procedure. (A jurisdiction at the location of the principal office of .aeDA). If the Registrar receives such documentation within the ten (10) business day period, the Registrar will not implement the Administrative Panel's decision, and the Registrar will take no further action, until the Registrar receives either:

- i) evidence satisfactory to the Registrar of a resolution between the parties;
- ii) evidence satisfactory to the Registrar that your lawsuit has been dismissed or withdrawn; or
- iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your Domain Name.

7. All other disputes and litigation

All other disputes between you and any party (other than the Registrar or us) regarding your Domain Name Registration that are not brought pursuant to the mandatory

administrative proceeding provisions of Section 6 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

8. Our involvement in disputes

Neither we nor the Registrar will participate in any way in any dispute between you and any party (other than the Registrar or us) regarding the Registration or use of your Domain Name. You shall not name either the Registrar or us as a party or otherwise include either the Registrar or us in any such proceeding. In the event that either the Registrar or we are named as a party in any such proceeding, the Registrar and we reserve the right to raise any and all defences deemed appropriate, and to take any other action necessary to defend ourselves.

9. Maintaining the status quo

Neither the Registrar nor we will cancel, transfer, activate, deactivate, or otherwise change the status of any Domain Name Registration under this Policy except as provided in Section 5 above.

10. Transfers during a dispute

a) Transfers of a Domain Name to a new holder

Except for a transfer to a Complainant in a pending administrative proceeding under this Policy (e.g. with the event of a settlement of the dispute), you may not transfer your Domain Name Registration to another holder:

- i) during a pending administrative proceeding brought pursuant to Section 6 or for a period of fifteen (15) business days (as observed in the location of the Registrar's principal place of business) after such proceeding is concluded; or
- ii) during a pending court proceeding or arbitration commenced regarding your Domain Name unless the party to whom the Domain Name Registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator.

We reserve the right to cancel any transfer of a Domain Name Registration to another holder that is made in violation of this subparagraph.

b) Changing Registrars

You may not transfer your Domain Name Registration to another Registrar during a pending administrative proceeding brought pursuant to Section 6 or for a period of fifteen (15) business days (as observed in the location of the Registrar’s principal place of business) after such proceeding is concluded. You may transfer administration of your Domain Name Registration to another Registrar during a pending court action or arbitration, provided that the Domain Name you have Registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a Domain Name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the Domain Name dispute policy of the Registrar from which the Domain Name registration was transferred.

11. Policy modifications

We reserve the right to modify this Policy at any time further to notification on our web site at www.aeda.ae. Unless this Policy has already been invoked by the submission of a complaint to the WIPO Arbitration and Mediation Center, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any Domain Name Registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your Domain Name Registration with the Registrar, provided that you will not be entitled to a refund of any fees you paid to the Registrar. The revised Policy will apply to you until you cancel your Domain Name Registration.