
Domain Name Transfer – Change of Registrant

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Domain Administration

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Domain Name Transfer – Change of Registrant

1. Interpretation and Definitions

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

2. Purpose

The purpose of this Policy is to define the rules for transferring Domain Name Licences between Registrants in the UAE ccTLDs. The Policy is maintained by .aeDA and the following points are provided here for clarification purposes:

- 2.1. a Registrant does not own a Domain Name ;
- 2.2. all Registrants must meet the Eligibility Requirements and warrant that they are Eligible for the Domain Name Licence when making an Application for a Domain Name Licence;
- 2.3. a Registrant must continue to meet the Eligibility Requirements for the term of the relevant Domain Name Licence;
- 2.4. there may be legal or administrative reasons why a Domain Name may be Transferred between Registrants;
- 2.5. where a Registrant is no longer Eligible to hold a Domain Name Licence .aeDA Policy stipulates that .ae DA delete the Domain Name from the Registry Database. This would have the effect of making the Domain Name available to the next applicant who meets the Eligibility Requirements; and

- 2.6. Unrestricted Domain Name Licences may be transferred by the Registrant to any third party meeting the Eligibility Requirements at any time.

3. Unrestricted Domains – permissible Transfers of Registrant

Transfers between Registrants of Unrestricted Domain Names need only provide the request for Transfer and no other information is required, provided the transferee meets all Eligibility Requirements.

4. Unrestricted Domains Transfer mechanism

- 4.1. The Registrar must receive a written request for Transfer explaining the circumstances of the Transfer which is signed by the Registrant Contact (a request by telephone or email is not acceptable).
- 4.2. The Registrar must obtain confirmation of the request for Transfer from both the Registrant contact and the proposed Registrant (or an authorised representative of the proposed Registrant).
- 4.3. The Registrar must keep a full record of the Transfer for inspection by the .aeDA on demand, including copies of the written request for Transfer. The Registrar is not required to obtain copies of supporting documentary evidence for the Transfer (for example a copy of deed of sale or deed of settlement).
- 4.4. The original Registrant is not entitled to be reimbursed from the Registrar for the unexpired portion of the relevant Domain Name Licence Period.
- 4.5. The Registrar may charge an additional service charge to complete this transaction.

5. Restricted Domains – permissible Transfers of Registrant

- 5.1. The Transfer of a Restricted Domain Name Licence may occur:
 - 5.1.1. when the Registrant sells all or part of the business entity that originally applied for the Domain Name Licence and the Domain Name Licence is listed in the deed of sale;
 - 5.1.2. if there is a Transfer of intellectual property and the Transfer of the intellectual property includes the Domain Name Licence;
 - 5.1.3. where a business entity becomes insolvent and the Domain Name Licence is transferred to a liquidator, receiver, receiver manager, administrator or similar insolvency professional as a consequence;
 - 5.1.4. where there is a Transfer of the Domain Name Licence between subsidiaries of the same company;

- 5.1.5. Where the Domain Name Licence was registered by an agent on behalf of a client and there was an agreement that the Transfer would take place after the registration, for example, where the agent is a marketing company, lawyer, or other professional services provider;
 - 5.1.6. where the Registrant's power of attorney is assigned to another entity, due to illness or death;
 - 5.1.7. where a competent arbitrator, tribunal, court or legislative body orders the Registrant to Transfer its Domain Name Licence; and
 - 5.1.8. where the Registrant has entered into an agreement to Transfer its Domain Name Licence to the proposed new Registrant in settlement of a dispute between the parties and the deed of settlement includes the Transfer of the Domain Name Licence,(e.g. where a trade mark infringement dispute is settled out of court).
- 5.2. Accredited .aeDA Registrars are required to enter into a binding and enforceable Registrant Agreement with their Registrants which contains a number of provisions, including a provision to the effect that "the Registrant must not, directly or indirectly, through registration or use of its Domain Name or otherwise, register a Domain Name for the purpose of selling it".
 - 5.3. Unless otherwise specified in this Policy, Registrants should apply to have all unwanted Domain Names Deleted.
 - 5.4. Requests for Transfer of Registrant must be validated against this Policy by the Registrar, and the Transfer should only occur if the request meets these requirements. Should a request not meet these requirements, the application for Transfer will be denied by the Registrar and similarly, where the Registrant is no longer Eligible to hold the Domain Name Licence, the Domain Name Licence must be Deleted from the Registry Database.
 - 5.5. In all cases the Transfer of a Restricted Domain Name Licence will only be permitted where the proposed new Registrant meets the Eligibility Requirements, and make the Warranties in accordance with the relevant .aeDA Policy.

6. Restricted Domains Transfer mechanism

- 6.1. The Registrar must receive a written request for Transfer that explains the circumstances of the Transfer and is signed by the Registrant Contact (a request by telephone or email is not acceptable).
- 6.2. The Registrar must obtain a declaration signed by the proposed new Registrant, or an authorised representative of the proposed Registrant, in the form and as to contents provided for in Section 8 of this Policy, with the required relevant documents attached.
- 6.3. The Registrar must obtain confirmation of the request for Transfer from both the Registrant contact and the proposed Registrant, or an authorised representative of the proposed Registrant.

- 6.4. The Registrar must keep full records of the Transfer for inspection by the .aeDA on demand, including copies of the written request for transfer, the authenticated declaration, and the Transfer confirmation. The Registrar is not required to obtain copies of supporting documentary evidence for the Transfer (eg. copy of deed of sale or deed of settlement).
- 6.5. The Transfer will result in a new Domain Name Licence being issued, under the same terms, conditions, and with a Domain Name Licence Period that the new Registrant selects. Fees will be charged at the standard rate for the term of the Domain Name Licence selected at the time of transfer. The original Registrant is not entitled to be reimbursed from the Registrar for the unused portion of their Domain Name Licence.
- 6.6. The Registrar may charge an additional service charge to complete this transaction.

7. The .aeDA may investigate

- 7.1. The .aeDA reserves the right to investigate any Transfer of Registrant.
- 7.2. Where the Policy of the .aeDA has been breached, the Domain Name Licence may be terminated and the Domain Name Deleted from the Registry Database.
- 7.3. When a person believes that a Restricted Domain Name or Restricted Domain Name Licence is being offered for sale, that person should contact the .aeDA directly, as with all complaints the person contacting the .aeDA should collect as much information as possible regarding the issue.
- 7.4. Should the Restricted Domain Name or Licence be withdrawn from sale there will be no further action.
- 7.5. Where the Policy of the .aeDA has been breached, the Domain Name Licence may be terminated and the Domain Name Deleted from the Registry Database at which time it will become available for the next applicant that meets the Eligibility Requirements.

8. Restricted Domains – declaration to be used for Transfers of Registrant

The following must appear in all applications for the Transfer of Restricted Domains:

I <The proposed new Registrant, or an authorised representative of the proposed Registrant>, makes the following declaration in accordance to the UAE laws:

<Insert details of the transfer>

I certify that all the information I have furnished in this declaration are true and correct, and I understand that any false or misleading information may be subject to an offence under the UAE laws.

Signature and date:

9. Policy review

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