



Exabytehub
Elevate online

EXABYTEHUB TERMS OF SERVICE

As an Exabytehub client, you agree to be bound to the terms below. They are comprehensive terms that govern all our services, rights & financial obligations. Please read the agreement patiently and carefully.

Agreement Between Exabytehub & Customer

[v 2.0 (02.25)]

This agreement consists of 5 sections:

- 1. The General section which is applicable to ALL clients.**
- 2. The section with the .ae Domain Administration's Terms and Conditions. This is applicable only for .ae domain registration clients**
- 3. A template copy of The Domain Name License for all .ae Domains that you will agree to upon registering your .ae domain.**
- 4. Exabytehub's Cancellation Policy for Domain Registration. This is applicable for all Domain registration orders.**
- 5. A copy of The Warranty for all .ae Domains**

1. General Terms of Service – all clients

1. Account Setup

We will set up your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domains you are signing up under. In case of payments through Paypal or credit card, your account will be instantly activated. In case of domain names, they will be registered in real time with the registry. For hosting/servers they will be provisioned on

the servers instantly. In all cases an email notification will be sent out to the registered email. Make sure to check your junk folder and whitelist our emails incase they land there.

2. Content

No services provided by Exabytehub may be used for unlawful or unacceptable purposes.

Examples of unacceptable material, include but are not limited to: **Websites offending the law of United Arab Emirates (directly & indirectly) pirated software, hate sites, racism, hack programs and archives, any type of pornography, trade secrets, copyrighted materials illegal content, drugs, etc. Please refer to the UAE's cybercrime law articles. [Click here.](#)**

Please contact us if you are unsure about the content of your site before signing up.

3. Zero Spam Tolerance Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double optin" will be treated as spam. Any user who sends out spam will have their account suspended/terminated without notice.

3.1 Clean-up Fee: We reserve the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee which will be calculated based on the number of spam emails sent. This fee is usually AED 10 (US\$2.7) + taxes per 1000 (one thousand units) of spam emails sent as reported by our tools. It is the responsibility of the account holder to prevent any account/email to be used for sending spam. This also applies to compromised accounts that were used to send out spam mail. You need to protect your accounts & passwords by using branded anti-malware, anti-

virus and other tools on your computers/smart phones/networks, etc.-

If an account has been terminated & the client has re-signup to our services the account will be immediately terminated with no fees refunded and/or legal actions taken.

3.2 Protection: We at Exabytehub are very strict against spam. We will take maximum measures to ensure no spam & protect our servers to avoid IP Blacklisting. We use 3rd party incoming/outgoing email relayers that act as a filter in front of the mail server to automatically stop/block any spam to/from our networks.

4. Payments & Subscriptions

You agree to supply appropriate payment for the services received from us, in advance of the time period during which such services are provided. You agree that until and unless you notify Exabytehub of your desire to cancel any or all services received, those services will be billed on a recurring basis. All services including domain name renewals are set to auto-renew unless you turn off this feature in your client area. Exabytehub provides you 24/7/365 access to your client area/my account that allows you to manage your orders & billing, disable auto-renewals, cancel services, upgrade/downgrade products and modify package addons. This setup is done for your own protection against accidental domain expiry, hosting account termination, etc.

4.1 Payment methods: Exabytehub accepts the following payment methods from all countries: Online credit card payment (Visa, Mastercard), Apple Pay, Google Pay, Paypal, Bank Transfer (cash deposit/cheque deposit for UAE clients).

Exabytehub reserves the right to request additional documentation to prove the account/payment method ownership. Such documents can include a valid government issued ID such as an Emirates ID, Passport, etc. At times we might also request a “selfie” with the credit card holder holding the card against our website/ticket # open in the browser behind the card holder. We do so to prevent & protect our systems from being used for fraud & illegal purposes. We will process such documents in accordance with our privacy policy and they will be stored for a short period of time on our systems until we delete them. We will never share your personal data with any 3rd part unless required by law.

Exabytehub does not store any credit card information on its servers. We only store a “token” that is linked to your card which in terms is stored in a secure & encrypted vault that is provided by the payment gateway partner.

4.2 Renewals & suspensions: You will receive email reminders before the end of the billing cycle as a reminder about an upcoming renewal of your services. Our system sends multiple reminders on your registered email. It is your responsibility to monitor these emails. We also send out SMS notifications related to domain renewals if you have opted for this service. If an invoice is unpaid by reaching the expiry date, it will automatically suspend the service associated with the invoice. In the case of domain names, they will be removed from the DNS and will stop resolving. If the service remains unpaid for another 7 days (hosting/servers) they will be terminated and all data including backups removed and for up to 30 days (for most domains) until they are deleted from the registry & become available for registration to anyone again. It is your sole responsibility to renew, pay and/or cancel the services purchased from

Exabytehub. We provide you a 24/7/365 access to manage your billing/online payments online from any location or device.

4.3 Payment Disputes/Chargebacks : Should a chargeback request be filed for any payment (credit card or PayPal), you acknowledge that all services linked to your account will be immediately placed on hold (suspended) while we investigate. If you are not one of our customers and believe your card has been used without authorization (by seeing a charge on your statement from **Exabytehub**, please email support@exabytehub.com for help. We maintain a zero tolerance policy for online fraud and will promptly remove any fraudulent services, including phishing or malware. Therefore, if you have any billing concerns, kindly open a support ticket through your account before contacting your financial institution. Chargebacks initiated under false pretenses will incur an administrative fee. Moreover, we reserve the right to file a legal complaint with relevant authorities in the UAE to attempt to recover the dues owned to us as part of any agreement.

5. Backups and Data Loss

Your use of the service is at your sole risk. We are not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on our servers.

5.1 Back Up Terms: We perform data backups of ALL accounts on frequent basis. However, we are not responsible for damaged backups, missing files, database & file corruptions during the backup/restore process.

5.2 Customer's responsibility: We advise all our customers to keep backups & copies of their websites. It is

the customer's duty to ensure data backups of their websites. It is recommended to use the rule of 3 backups (1 local, 1 offsite (cloud, etc), 1 on a portable external drive). Exabytehub provide a backup guarantee only for professional backup services that can be ordered as an addon (such as snapshot backup, Acronis backup & similar)

6. Cancellations, Refunds & Money Back Guarantee (MBG)

We reserve the right to cancel the account at any time if it was found to violate any of our terms of services. A client may cancel his/her account anytime, but a refund can be only obtained in the first 30 days of the service subscription. No refund can be obtained for domain name registrations. The MBG is only applicable to products & services with an advertised money back policy. However due to the nature of some products/services such as addons, licenses, domain names and web design, no refunds are applicable unless a special approval has been issued by the billing team.

6.1 Payment Delays: Exabytehub does not offer a credit facility unless pre-arranged by a client towards any of our services. We cannot "hold" or "stretch" time for overdue services as the whole billing process is automated and applies to all clients to offer a fair & transparent service. Should a cheque payment been arranged and resulted to failed clearing, we have all the right to impose a bounce cheque fee amounting to 1000 AED per cheque. Similarly, if an account is in arrears, due to a payment dispute, such as a payment reversal, chargeback, etc, then we reserve the right to suspend the account until the payment is cleared. Our account managers & live chat operators are in no position to accept credit requests.

7. Resource Usage [applicable for hosting clients only]

Users may not initiate the following:

- a) Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- b) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- c) Run any software that interfaces with an IRC (Internet Relay Chat) network. Such accounts will be immediately suspended until the customer removes the offending content.

8. Bandwidth Usage [applicable for hosting clients only]

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

8.1 Unlimited Web Hosting [applicable for hosting clients only]

As described, we offer unlimited web space and monthly data transfer for our business hosting clients. However there

is a fair use policy in effect. This is due to the fact that there are other clients on the same shared web hosting environment. We strive to offer equal and highest quality services to all our clients at Exabytehub. Therefore the fair use policy involves you as a valued client to make sure that you do not violate the following:

- a. Use the service in good faith for hosting of your personal or small to medium business pages and content.
- b. It is strictly prohibited to use our services for file **hosting/storage/sharing services** that consume many resources.
- c. Terms # 7 above is applicable.
- d. Prohibition on Resale or Sub-Resale of Shared Hosting Services

- No Resale or Sub-Leasing: The Customer acknowledges that Exabytehub's shared hosting services are intended solely for the Customer's own personal or business use. Under no circumstances may the Customer resell, sub-license, lease, or otherwise permit any third party to use or access the shared hosting services (including, but not limited to, web space, bandwidth, email, or other resources) provided under the Customer's account.
- Reseller Hosting Requirement: If the Customer intends to host websites, applications, or content on behalf of multiple end users, clients, or other third parties, the Customer must purchase a reseller hosting plan or another hosting solution specifically authorized by Exabytehub for such purpose.
- Enforcement and Remedies: Exabytehub reserves the right, in its sole discretion, to investigate reports of misuse or violations of this provision. Upon determining that a violation has occurred, Exabytehub may

immediately suspend or terminate the Customer's account without prior notice. The Customer agrees that Exabytehub shall not be liable for any direct or indirect damages resulting from such suspension or termination.

9. 30 Days Money back Guarantee

A full refund can be obtained on the purchase price of the product or service in question for up to 30 days after the initial purchase. Once this 30 day period has passed no refunds can be obtained. Also no refunds can be obtained for domain name registrations, addons, licenses & special offer/trial products.

All refunds are given on request, with no questions asked.

Refund can be obtained by contacting our billing department. They will be processed in 5 working days and sent to the original payment method.

10. Downtime & Service Level Agreement (SLA)

- **Uptime Commitment**

Exabytehub endeavors to maintain a monthly Uptime of 99.9% for our hosting services. "Uptime" means network availability as measured at our data center's network interface, excluding scheduled or emergency maintenance windows, force majeure events, and any other exclusions set forth in this clause. We do not guarantee that any particular application, software, or content on your service will be accessible at all times, nor do we guarantee internet latency outside our network.

- **Scheduled Maintenance & Exclusions**

- **Scheduled Maintenance:** We may periodically conduct scheduled maintenance to maintain and improve our services. Notifications will be posted

on our website or via email in advance whenever possible. Downtime occurring during these maintenance windows will not be counted toward monthly Uptime measurements.

- **Emergency Maintenance:** In some cases, we may need to perform emergency maintenance without prior notice to address urgent issues.
 - **Other Exclusions:** The Uptime calculation excludes downtime that results from:
 - Events beyond our reasonable control (force majeure), including natural disasters, power failures, or third-party attacks (e.g., DDoS).
 - Issues with your internet service provider (ISP) or external network.
 - Your or your users' misuse, custom scripts, software or coding errors, security misconfigurations, or any breach of this Agreement.
 - Suspension or termination of your account in accordance with our Terms of Service.
- **Service Credits (Compensation)**
- **Eligibility:** If we fail to meet the 99.9% monthly Uptime Commitment (excluding any scheduled or emergency maintenance or other exclusions specified above), you may be eligible for a service credit. Service credits are your sole and exclusive remedy for downtime under this Agreement.
- **Amount of Credit:** Service credits are calculated based on the prorated fees for the period of downtime in excess of the applicable Uptime Commitment, up to a maximum of one (1) month's hosting fee for the affected service in any given billing cycle.
 - **Claim Procedure:**

- You must submit a support ticket or email to our billing department within fourteen (14) days of the end of the month in which the downtime occurred.
- Claims must include documentation or logs indicating the specific dates, times, and duration of the downtime.
- We will review all claims in good faith, and our determination of eligibility for a service credit shall be final.
- **Application of Credits:** Approved service credits will be applied toward future billing for the affected service and are not refundable in cash.
- **Limitations of Liability & Disclaimer related to downtime**
- **No Liability for Indirect or Consequential Damages:** To the fullest extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, lost revenue, loss of data, business interruption, or related expenses arising from or relating to downtime.
- **Maximum Liability:** Our total aggregate liability for any downtime is limited to the total fees you paid to Exabytehub for the affected service(s) during the one (1) month immediately preceding the event giving rise to the claim.
- **Sole Remedy:** Except as expressly provided herein, service credits are your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the hosting services.
- **No Warranties Beyond SLA**
Except for the Uptime Commitment expressly stated above, all hosting services are provided “as is” and “as

available,” and we disclaim all warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

11. Price & Package Changes

We reserve the right to change the prices listed on our site. Additionally we reserve the right to increase or decrease the amount of resources given to plans at any time. Current clients will not be affected until the next billing cycle. This is necessary as technology evolves all the time and new services/addons and offerings become available which are packaged into new plans and offered on our website.

12. Communication & Support

As a customer, your email address will be automatically added to our service mailing list. Only service announcement, updates information & greetings will be sent.

Customers agree to use our standard technical support channels for all queries. To request support for any time of issues (technical, billing, urgent) you need to login to your client area and submit a support ticket. This will generate a unique ticket # and a confirmation will be sent to your email. Our support desk operates 24/7/365 with no holidays or weekends and we respond to 8/10 tickets within 30 minutes or faster. Business clients who have opted for advanced support such as a dedicated support contract, support SLA, etc will have a secondary support channel assigned to them and this will be described in the agreement. Exabytehub does not offer phone support or support via chat (live chat, whatsapp, telegram, etc) unless this is an extra addon that you have purchased from Exabytehub.

Customer is responsible to check the email address account provided during sign up for our service emails, invoices, suspensions and renewals. We are not responsible for undelivered emails or emails trapped in spam boxes. Exabytehub will only accept requests for support, billing & others when sent via the support ticket system or via the registered email address. Any request sent from any other address will be rejected and will not be counted towards our service level agreements.

13. Termination and Access

Exabytehub reserves the right, in our sole discretion, to terminate your access to all or any part of the Services at any time, with or without notice, effective immediately, including but not limited to as a result of your violation of any of these Terms of Service or any law, or if you misuse system resources, such as, by employing programs that consume excessive network capacity, CPU cycles, or disk IO, or you use a Service in a manner which is likely to cause damage to Exabytehubs' (or its supplier's) network or equipment and does not immediately cease such use following written notice from Exabytehub. Any such termination may result in the forfeiture and destruction of information associated with your Account. Exabytehub may provide prior notice of the intent to terminate Services to you if such notice will not, in Exabytehub's discretion, run counter to the intents and purposes of these Terms of Service. Except as otherwise set forth hereunder, any and all fees paid hereunder are non-refundable and any and all fees owed to Exabytehub before such termination shall be immediately due and payable, including any liabilities that may have been incurred prior to termination such as Exabytehub's costs for collection (including attorneys' fees) of any such charges or other liabilities. Upon termination,

any and all rights granted to Subscriber by this Agreement will immediately be terminated, and Subscriber shall promptly discontinue all use of the Services. If you wish to terminate your Account, you may do so by following the instructions on the Website or through the Services. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability. In other words, if you violate these Terms of Service, then we have the right to put a hold on your account. These actions are reserved for the most drastic offenses; you will more likely receive a warning and will be able to continue using our services as long as the undesirable behavior ceases. You, however, are free to terminate your account without reason at any time.

14. Indemnification

Customer agrees that it shall defend, indemnify, save and hold us harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against us, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless any liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with us; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from Exabytehub's solutions & services.

15. Disclaimer

We will not be responsible for any damages your business may suffer. We make no warranties of any kind, expressed or implied for services we provide. We disclaim any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by us and our employees.

Nothing in this Agreement shall exclude or limit Exabytehub's liability for any liability which cannot be excluded or limited under UAE law.

16. Changes to the Terms of Service

We reserve the right to revise these policies at any time without notice. These terms of services are governed by the laws of the United Arab Emirates.

2. The .ae Domain Administration 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;

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. 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 License 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 aeDRP (the .ae Dispute Resolution Policy) 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 aeDRP 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 fails to meet such Eligibility criteria, the Domain Name License 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.

3. The Domain Name License for all .ae Domains

CERTIFICATE OF REGISTRATION AND DOMAIN NAME LICENCE (the “Agreement”)

This Agreement governs the terms by the TRA (“We”) grant to (“You”) the exclusive right to use the 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 favor 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.

1.3 Notwithstanding Section

1.4. 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 the “Domain Name License Period” means from to the ; 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 ; 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.

1.5 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;

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 license 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.

2.3 It is a condition of this Agreement and the license 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 License Period has expired, or it is terminated by Us in accordance with Section

3.2 We may terminate this Agreement and the license 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.

[Click to read the official aeDA policy site](#)

4. Exabytehub's Cancellation Policy for Domain Registration

If a request from a Registrant for Deletion of a Domain Name is made less than or equal to three (3) Calendar Days after the creation of the Domain Name, then the original Grace Period applies and:

The Domain Name is 'Cancelled';

Any Domain Name Server Records for the Domain Name are removed from the DNS Service;

The registrant may request a full refund, less AED 50/\$13.60 administration fee.

[Click to read the official aeDA policy web page](#)

5.The Warranty for all .ae Domains

By submitting this Application for a Domain Name, you hereby confirm that you are Eligible to hold the Domain Name set out in this Application, and that all information provided in this Application is true, complete and correct, and is not misleading in any way. If any of the information is later found not to be true, or is incomplete, incorrect, or misleading in any way, or if you have submitted this Application in bad faith, the Domain Name License shall be

Cancelled and you shall permanently lose the use of the Domain Name.

[Click to read the official aeDA policy web page](#)

6. ICANN Registrants' Benefits and Responsibilities

By submitting this Application for a Domain Name, you hereby confirm that your domain name registration and any privacy/proxy services you may use in conjunction with it must be subject to a Registration Agreement with an ICANN Accredited Registrar.

[Please refer to ICANN's Registrants' Benefits and Responsibilities. Click here.](#)