

# Registrant Agreement Policy

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## Version Control

Version	Date	Author	Rationale
1.0	January 2011	Internet Domain Section Team	Initial release
2.0	August 2019	Internet Domain Section Team	New Format, Removed Document Information part, Added Version Control and Definitions part, Updated Clause# 3.2.2

## Definitions

The following words where used in this Policy shall have the meaning ascribed to them below:

“**Qatar Domains Registry or QDR**” is a function of the Communications Regulatory Authority of Qatar (CRA), which is the Registry Operator for the .qe country code namespace and "قطر" the Arabic domain name. It is responsible for the setting and enforcement of all policies with regard to the operation of the above mentioned namespace, and managing the operation of the Registry System.

## Purpose

This Policy sets out the mandatory terms and conditions that will apply to all Domain Name Licences issued by the Qatar Domains Registry. This document is incorporated by reference in the Registrant Agreement between the Registrant and the Registrar, and has effect as if it formed part of the Registrant Agreement.

The Registrar's Registrant Agreement shall not contain any terms that are inconsistent with or in any way contradict or modify the terms and conditions of all the Policies issued by the Qatar Domains Registry and the Registry-Registrar Agreement.

## Mandatory Terms and Conditions to be used by Registrars in their Registrant Agreement

### 1. Application for a Domain Name Licence

- 1.1. The Applicant acknowledges and agrees that Applications for a Domain Name Licence shall be made to the Qatar Domains Registry by the Applicants selected Registrar, on behalf of the Applicant.
- 1.2. The Qatar Domains Registry will process applications for a Domain Name Licence.
- 1.3. The Qatar Domains Registry in its sole discretion shall have the right to approve or reject any Application for a Domain Name Licence.

### 2. Registrant Warranties

The Registrant makes, and is taken to make, the following warranties to the Registrar and to the Qatar Domains Registry, when making an Application for a Domain Name Licence and when making an Application to renew the Registration of a Domain Name Licence:

- 2.1. Information provided in the Application for a Domain Name or in its Renewal (including all supporting documentation, if any) are true, complete and correct, and are not misleading in any way, and the Application is made in good faith;
- 2.2. The Registrant meets, and will continue to meet, the requirements of all the Qatar Domains Registry Policies for the duration of the Domain Name Licence Period;
- 2.3. The Registrant is not Registering the Domain Name for an unlawful purpose, including but not limited to unfair competition, defamation, passing off or for the purpose of misleading any person, and will not, directly or indirectly, use the Domain Name for an unlawful purpose;
- 2.4. the Registrant will not, directly or indirectly, use the Domain Name in violation of any applicable laws or regulations;
- 2.5. The use or Registration of the Domain Name by Applicant does not or will not interfere with, nor infringe the right of any third party in the State of Qatar or in

any jurisdiction with respect to trademark, service mark, tradename copyright or any other intellectual property right.

- 2.6. The Registrant is aware that even if the Application for a Domain Name is accepted, the Registrant's entitlement to Register the Domain Name may be challenged by others who claim to have an entitlement to the Domain Name; and
- 2.7. The Registrant is aware that Qatar Domains Registry or the Registrar can cancel the Domain Name Licence if any of the Warranties set out above is found to be untrue, incomplete, incorrect or misleading.

### 3. Consent to use Registrant Information

- 3.1. The Registrant grants to the Registrar the right to disclose to the Qatar Domains Registry all information which is reasonably required by the Qatar Domains Registry in order to Register the Domain Name in the Domain Name Registry System "Registrant Information".
- 3.2. The Registrant hereby grants to the Qatar Domains Registry:
  - 3.2.1. the right to publicly disclose to third parties, all information relating to the Domain Name in accordance with Qatar Domains Registry Policies and the laws of the State of Qatar; and
  - 3.2.2. the right to publicly disclose and publish to third parties all information relating to the Domain Name to enable the Qatar Domains Registry to maintain a public WHOIS Service, in accordance with the Qatar Domains Registry's WHOIS Terms and Conditions, and the laws of the State of Qatar.

### 4. Registrars use of Registrant Information

- 4.1. The Registrar agrees that Registrant Information relating to any Registrant which it may obtain in the course of processing the Application for a Domain Name, or when maintaining any Domain Name Registration, shall only be used for the reasonable purposes of the operation of the Qatar Domains Registry System, or as a Registrant may consent in its agreement with Registrar. The Registrar shall not sell such information to any third parties.
- 4.2. The Registrar shall not disclose such information to any third parties except as required by the laws of the State of Qatar and the Policy of the Qatar Domains Registry.

### 5. Maintenance of Registrant Information

- 5.1. Throughout the term of the Domain Name Licence Period, the Registrant must give notice to the Qatar Domains Registry, through their Sponsoring Registrar, of any change to the Registrant Information relating to the Domain Name Licence.
- 5.2. The Registrant accepts that its failure to comply with this requirement may lead

to the cancellation of the Domain Name Licence.

## 6. Renewal of Domain Name Licence

- 6.1. The Registrant may apply to renew the Domain Name Licence, provided that it:
- 6.1.1. pays the applicable Renewal fees;
  - 6.1.2. continues to meet the requirements of the Qatar Domains Registry Policies; and
  - 6.1.3. is within the period during which a Domain name may be renewed according to the Qatar Domains Registry Policies.
- 6.2. The Registrant accepts that it is the Registrants responsibility to ensure that the Domain Name Licence is renewed before the expiry date.

## 7. Qatar Domains Registry Policies

The Registrant must comply with all Qatar Domains Registry Policies. In the event of any inconsistency between any Qatar Domains Registry Policy and this Registrant Agreement then the Qatar Domains Registry Policies will prevail to the extent of such inconsistency.

## 8. Revocation of Domain Name Licence

- 8.1. Qatar Domains Registry may, at its sole discretion, cancel the Registration of a Domain Name, or suspend a Domain Name Licence:
- 8.1.1. if the Registrant breaches any Qatar Domains Registry Policies; or
  - 8.1.2. in order to comply with a request of a law enforcement agency, or an order of a court, or under any applicable law of the State of Qatar, Government rule or requirement, or under any dispute resolution process; or
  - 8.1.3. to protect the integrity and stability of the Qatar Domains Registry System.

## 9. Limitation of Liabilities and Indemnity

- 9.1. Qatar Domains Registry including its directors, managers, employees, agents or contractors, will not be liable to the Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of Qatar Domains Registry, its directors, managers, employees, agents or contractors.
- 9.2. The Registrant agrees to indemnify, keep indemnified and hold Qatar Domains Registry, its directors, managers, employees, agents and contractors harmless

from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, the Registrant's Registration or use of a Domain Name. Such claims shall include but are not limited to those based on trade mark infringement, copyright infringement, dilution, unfair competition, passing off, defamation or injury to reputation.

- 9.3. The Qatar Domains Registry provides no Warranty of any nature whatsoever with regard to any Domain Name, its Registration or its use.
- 9.4. The Registrant agrees and acknowledges that by Registering a Domain Name, the Qatar Domains Registry has not made any determination with respect to the purpose of the Domain Name Registration nor evaluate whether the Registration or use of a Domain Name may infringe upon any rights of a third party. As a consequence, the Registrant agrees that it shall not use the fact that the Domain Name has been registered by Qatar Domains Registry as a defence in any legal proceedings brought against the Registrant by any third party in connection with the Registrant's Registration and/or use of the Domain Name.
- 9.5. The Registrant agrees that Registration of a Domain Name shall not create any proprietary right for any Registrant, the Registrar or any other person. The Registrant shall represent that neither the registration of the Domain Name nor the manner in which it is directly or indirectly used, infringes neither the legal rights of any third party nor the laws of the State of Qatar.
- 9.6. The Registrant's intentional provision of incomplete and inaccurate information or its failure to promptly update information provided to the Registrar, or its failure to respond within fifteen (15) Calendar Days to enquiries by the Registrar concerning the accuracy of contact details associated with the Registrant's Domain Name Licence shall constitute a material breach of the Registrant Agreement and be a basis for cancellation of the Domain Name Licence.
- 9.7. The Registrar and Registrant acknowledge and agree that, in no event shall the Registrant pursue any claim against Qatar Domains Registry, and the Qatar Domains Registry shall not be liable for any loss or damage arising from or in connection with any breach by Registrar of its obligations under any agreement between Registrar and the Registrant or this Agreement.

## 10. Dispute Resolution

- 10.1. The Qatar Domains Registry shall not be a party to any dispute between a Registrant and any Registrar and a Registrant and third parties in connection with the Registrants' Domain Name Licence and/or use of a Domain Name.
- 10.2. By Registering a Domain Name, the Registrant shall be bound by the terms and conditions of the Qatar Domains Registry's Dispute Resolution Policy and its associated Rules.

## 11. Governing Law

This Agreement shall be governed by the laws of the State of Qatar.

## Policy Definition and Review

This Policy document has been prepared and published in order to represent the Qatar Domains Registry's Policy with regard to the administrative and technical management of the Qatar Domains Registry and the Qatar Domains Registry System.

The Qatar Domains Registry may, at its sole discretion, update this Policy at any time.