

DOMAIN NAME REGISTRATION Terms and Conditions Agreement

GULFCYBERTECH (“We or US”) is an official accredited Domain Registrar appointed by Telecommunications Regulatory Authority (“TRA or Registry”) for the registration of country code top level domains (“ccTLDs”) .OM/عمان. The registration and/or renewal of a domain name grants you a personal license to use the domain name for a period equal to the registration period.

General Terms and Conditions

This document sets forth the terms and conditions of your application to GULFCYBERTECH for a Domain Name Registration, and if successful, your Domain Name License. It records the agreement between you, the applicant or holder of a Domain Name License, and us, the registrar, in relation to the Domain Name.

By submitting us the application for a Domain name:

- You confirm to us that you meet the eligibility criteria (laid down in the Domain Name Regulation) to hold the domain name set out in the application, and that all information provided in the application is true, complete, and correct, and is not misleading in any way;
- You warrant to us that your use of the Domain Name does not interfere with or in any way infringe the rights of any third party with respect to registered trademark, service mark, trade name or any other intellectual property right;
- You further confirm to us that the use of the domain name shall only be for your own use and for lawful purposes that do not violate public order, prevailing laws, culture of the Sultanate.

If any information is later found to be not true, or is incomplete, incorrect, or misleading in any way, or if you have submitted this application in bad faith, the domain name license can be cancelled and you can permanently lose the use of the domain name.

Domain name registration is on first come; first served basis, hence we do not guarantee availability of any domain name you wish to register or renew. Domain name registrations are not effective until the registry administrator (“Registry”) puts them into effect. Registry may refuse or prohibit registration of certain domain names at their sole discretion. Once your domain name registration application is approved, and you have paid the applicable fees you will be issued a Domain Name License for the period specified in your application.

Your Domain Name License will be renewed once you pay the applicable renewal fees and continue to meet the eligibility criteria. You accept that it is your responsibility to ensure that your Domain Name License is renewed. Renewal notice should be sent to us by e-mail at least 14 days prior to the expiry date of the domain name.

Our Obligations

- We will register the domain name(s) as submitted in the application form or e-mail request.
- We will cause your Domain Name details to be entered in the domain names registry, once your Domain Name application is accepted and approved.
- We will notify as soon as your domain name is registered with the Registry.
- We will send you renewal notification 30/15/7 days prior to the expiry of the license period.
- We will maintain the confidentiality of information submitted to us as per the set requirements.
- We will give you immediate notification if we are no longer an accredited registrar.
- Our services under the provisions of this contract are limited to the registration of your selected domain name(s) with the Registry. It excludes hosting of your domains, e-mail set up, website setup and any other related services other than domain name registration.
- Any additional services requested by the applicant to the registrar will be at an additional cost to the published domain name registration fee. For additional services, we will provide a quotation for the related services requested services and would seek explicit agreement from the applicant prior to the rendering of those services.

Your Obligations

You must comply with the Domain Name Regulation and the terms and conditions agreed within the provisions of this agreement. You acknowledge that:

- You are responsible for any and all actions taken in connection with the domain names in your account. This includes actions of those to whom you have provided an e-mail account under your domain.
- You will not use the domain for any illegal activities or in a manner that violates any applicable national or international laws or regulations. If you violate any of the above, you agree that we may suspend, cancel your domain without prior notice to you without any refund of the registration fees.
- You understand that the renewal of domain name is subject to payment of applicable fees prior to the domain's expiration date that it is your responsibility to ensure that these fees are paid. You agree that we are not liable for any claims of damage or loss arising from any failure to renew a domain name.
- You agree that your right and interest in a domain name ceases at the end of the expiration period.
- You are bound by, and must submit to, the TRA Dispute Resolution Policy and throughout the period of your Domain Name License, you must give notice to the Registry (through us) of any change to any information which you have given us.
- You must not, directly or indirectly, through registration or use of its Domain Name or otherwise:
 - a) Register a Domain Name for the purpose of diverting trade from another business or websites.
 - b) Deliberately register misspellings of another entity's company or brand name in order to trade on the reputation of another entity's goodwill.
 - c) Register a Domain Name and then passively hold a Domain Name License for the purpose of preventing another registrant from registering it.

- You agree that all notices from us to you will be sent via e-mail to the contact e-mail address provided for your account. Any notice sent shall be deemed to have been received and effective at the time and date of transmission. We have no responsibility to attempt to contact you through any means or address you may provide, other than the e-mail address listed on your account.

Dispute Resolution

All disputes in relation to the domain names between the registrar and registrant shall be settled through Dispute Resolution Policy issued by TRA. If we are notified that your registration of any domain name is challenged by any third party, or is the subject of a complaint that been filed with TRA or any other government or judicial body, then we make take responsive actions that may include suspending or disabling access to the domain name until the resolution of dispute.

Transfer of Registrars

Domain names are transferrable once registered following the below procedure:

1. Submitting a request from the holder of the registration to the accredited registrar to transfer his registration to another natural or legal person, including his domain password (Auth Code), which is provided in a secure manner, and explaining the reasons for that.
2. Submitting a letter from the person to whom the registration is requested to be transferred to the accredited registrar stating his acceptance of the registration transfer and his approval of the registration requirements stipulated in a domain name regulation.
3. Payment of domain name registration transfer fees is to be made by the person to whom the domain name will be transferred.

Fees

You agree to pay a fee for the services in accordance with GULFCYBERTECH or Omanwebdomains.om published fees. You agreed to pay such fees for the initial registration and for subsequent renewals as outlined in the feed schedule. All fees are due prior to the registration/renewal. The requested domain name will not be registered unless GULFCYBERTECH receives actual payment of the registration fee.

All fees are non-refundable, in whole or in part, for any reason after your domain name is registered with the Registry, even if you are forced to relinquish the domain name as a result of copyright, or trademark violation or because of incorrect documentation. However, we will refund the registration fees to you, in the event that registration is unsuccessful for any reason. As long as the domain name is not registered, you will get your money back.

Indemnification

You agree to indemnify, defend and hold harmless GULFCYBERTECH or TRA (Registry), and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

You accept that our liability to you under these terms and conditions is limited to the cost of the domain name license. You fully indemnify Us for any liability, loss or damage we suffer as result of your use of the Domain Name.

Entire Agreement

This agreement, TRA Domain Registration Rules and policies constitute the entire agreement between you and GULFCYBERTECH or Omanwebdomains.om. It may be modified from time to time. The continued use of domain name registered shall constitute your acceptance of this agreement.

Breach of this agreement

Your failure to comply completely with the terms and conditions of the entire agreement, or any other violations, will be considered a breach of this agreement. In such an event, we will provide you with a notice of breach and this may result in cancellation of your domain name license.

Authorized Signatory

Full Name:

Position:

Date:

Signature: _____