

RULES AND REGULATIONS

.AW Internet Domain Name Registration

These Rules and Regulations stipulate the conditions applicable between applicant, c.q. (and, or) bearer and SETAR concerning application and allocation of Internet domain names of the first level under the .aw domain.

SETAR will manage registry of all domain names in Aruba resorting under .aw and is assigned thereto by the Internet Corporation for Assigned Names and Numbers, ("ICANN").

By registering a domain name with SETAR, either directly or via a representative or someone acting as a representative for a third party, either privately - or as a legal entity, said applicant agrees that the conditions stipulated in these Rules and Regulations to be applicable.

As part of the registration procedure applicant is considered to have read all the conditions and to be in agreement therewith, including the tariffs and the dispute settlement in affect and subsequently with all the rules on general policy published at regular times on this web site. Applicant/holder allows SETAR to adjust said regulations from time to time in order to comply with the valid legislation or with stipulations laid down in the ICANN Agreement, the policy rules of the ICANN Consensus or the code of conduct or other policy or requirements laid down by the ICANN organization.

1. Tariffs

In order to process the application and to renew the registration, payment of fixed tariffs hereto is required. When the required payments do not take place on time or when credit card payments are not accepted within seven (7) days for whatever reason after payment is due, or in such case that payments made by the credit card company are canceled (so called charge back), SETAR is entitled to immediately and without further notice withdraw all domain names for which no payments have been received. In case of renewal of an existing name, notice will be given one month in advance by e-mail at the submitted address or payment address.

It is, however, deemed the responsibility of each holder to guarantee payments be made on time, irrespective of the fact that such notice has been given or not. Holder agrees that SETAR is not to be held accountable for annulment of a domain name due to late payment.

SETAR preserves the right, after having given notice thereto, after a period of fourteen (14) days, to alter (increase or reduce) the application or registration tariffs.

2. Registration period

Registration is stipulated as valid for a period of one (1) year from the date of application, as indicated and is deemed for renewal for the same period always after payment is received for each subsequent period of one year.

3. Dispute regulation

The Uniform Domain-Name Dispute-Resolution Policy ICANN (often referred to as the "UDRP") is applicable, as laid down in a separate division under

<https://www.icann.org/resources/pages/help/dndr/udrp-en>



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Said regulation can be altered unilaterally by SETAR and adjusted in accordance with the ICANN agreement or the ICANN registration policy rules. The sole continuance of the registration after an alteration is carried out, is regarded acceptance of said alteration. Each dispute related to the right of use of a Domain Name under these Rules and Regulation is covered by this stipulation and should be treated by the designated arbitrary board. In case applicant/holder does not agree with the implemented alteration, the latter is entitled to submit a written request to terminate the registration.

Applicant/holder agrees to submit to the conditions and judgment of the arbitrary board as stipulated in the dispute regulation, which finds continuance even after the registration with SETAR would have been terminated. Among others each limitation with relation to the transfer to another holder also includes the possibility to postpone a transfer pending a dispute. During the time pending a dispute no alterations will be made to the registration of a domain name be it only by indication of the arbitrary board or a judge authorized thereto, or after notice by the joint name holder of party bringing the case before the courts advising that parties have reached an agreement. No reimbursements will be in affect for deletion of domain names as a result of the outcome of the dispute. Applicant/holder agrees that whenever such an indication is given SETAR to be entitled to perform such alteration or deletion unilaterally with the exclusion of any such form of liability in this matter.

4. Domain name

A domain name can only be registered in the name of a person running a one-man business or executing a profession, a partnership or a corporation, an association, a legal entity or an institution, which is registered in Aruba. As time of application is considered the date and time of receipt by SETAR of a completely and correctly filled out form, be it electronic through registration via its web site or mail or hand-delivered, whereby the date it was stamped will be regarded the date of receipt.

Should the requested domain name be denied, the form incompletely or incorrectly filled out or the required documents be missing, the applicant will be informed of such and the application is considered as being processed. Applications are processed in their order of entry according to date and time. In the case of a refusal, the application should be resubmitted.

5. Dissolution after registration and the right to refuse registration of domain name.

SETAR reserves the right to reject, to cancel, to waive or to transfer a domain name to a third party within the period of 30 days after payment for the registration has been received. In the case that a requested domain name is not registered, is canceled or transferred within that period of time, any payments made for the registration shall be reimbursed. SETAR shall reserve the right, however, to compensate this reimbursement with other claims it may have on the applicant/holder with regard to domain registration. Applicant or holder involved shall agree that SETAR shall not be held liable for any losses or damages suffered by applicant/holder by rejecting registration, cancellation or transfer of the domain name.

6. Grounds for rejection Registration Domain Name

Registration of a requested domain name can be rejected if in SETAR's reasonable judgment it may be conceived that

- the domain name appears on the list of reserved names or names excluded from registration



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- such an identical domain name has already been registered or a request for such registration is in process
- the domain is registered as intellectual property by another party, locally or internationally
- the domain name contains less than four (4) characters
- the conditions stipulated in these rules and regulations are not complied with, in particular the stipulations included under 8 and 17 of this regulation
- the domain name does not meet the technical requirements stipulated thereto
- the domain name to be in violation of the law, civil order and good ethics
- the domain name contains or gives a general indication that may be deceiving
- the domain name in SETAR's judgment may give cause to confusion in society
- the domain name contains a place-name in Aruba, unless the application is submitted by the Government or by a governmental department concerned.

Domain names that are generic or in high popular demand are considered Premium and will be handled accordingly. Pricing and treatment will vary compared to regular domain names.

7. Objections against rejection

SETAR shall inform the applicant as soon as possible after receipt of the application of her well founded intended decision to reject the domain name. Applicant is then granted the opportunity to submit his well-founded objections against this intended rejection within a period of thirty days (30) after this information has been conveyed. In case the objections are not received on time, the intended decision after said thirty (30) days become definite.

SETAR shall process the objections submitted within the stipulated period of time and shall inform the concerned applicant by e-mail, within thirty (30) days after receiving the objections, on her definite decision.

8. Registration data

Applicant is required to provide data regarding the registration procedure as a holder during the registration period when requested to do such, herein to be included the complete name, address of residency and mailing address, e-mail address, telephone number and fax number if applicable; name of the authorized representative in any case when it regards a legal body. The same data should be provided regarding an administrative contact person and technical person. Likewise a recent and accurate extract of the registry of the Chamber of Commerce, the Foundation's registry or any other prove of identity of the applicant/holder accredited by SETAR and residency of the company or legal entity.

Applicant is responsible for the accuracy of the data and is moreover obligated as holder to ensure accuracy of these data and whenever necessary, to correct these should alterations take place in between. Providing intentionally incorrect or unreliable data, negligence in correcting or adjusting altered data or negligence to provide data requested by e-mail and addressed to the issued e-mail address within 14 days, is considered a failure in performance, for which further proof of default will not be claimed. SETAR then obtains the right to deny use of the domain name and to remove it from the registry immediately.

Applicant/holder agrees to make public or to pass on the provided data to therefore competent local authorities or as indicated by ICANN.



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Applicant/holder agrees that ICANN is entitled to impose regulations, limitations and other claims regarding the quantity and type of information to be made public or provided to public and/or private legal entities. A copy of the data as stored at SETAR may be claimed at the e-mail address, to verify its truthfulness, to alter or to update it. SETAR shall not make any personal data available in any manner not condoned by the objective of this agreement and shall observe all due caution to prevent personal data of getting lost, of being misused or copied, altered or destroyed by incompetent third parties.

In the case that the applicant/holder resells the domain names, he shall be then obligated to provide the same information and to comply with the same obligations as laid down in these rules and regulations or any yet to be imposed by SETAR in all fairness as a result of the ICANN Registration policy and to have third parties agree to avail themselves of their personal data as stated above.

9. Use of domain name

The applicant can only then use a domain name when the latter is registered in the Registry and registered in the .aw zone file, excluding the setup of name servers for the domain in question. After the application has been processed by SETAR and in fair judgment complies with the conditions of these rules and regulations, the applicant will be sent confirmation of registration of the domain name.

10. Allocating of domain names

In case the holder hands over the use of the allocated domain names to third parties, then he will remain holder of the registered name and the one responsible for providing and adjusting the correct technical and administrative data, pursuant to this regulation. Holder will be liable for misuse by the third party to whom he has ceded the use of the name, unless holder immediately announces the identity of the person who claims to suffer or has suffered damages through said misuse.

11. Alteration of Domain name holding

The conditions in this paragraph apply unless a separate contract with SETAR is signed for retail activities. When transferring a domain name to a third party holder is then committed to the rules laid down by SETAR with regard to the transfer. These rules may be adjusted and altered by SETAR from time to time; holder shall then consent to take these future alterations into consideration. The policy thereto requires in any case issuing of a deed of transfer, submitting of data of the person to whom the name shall be transferred, pursuant to the abovementioned under 4 of these rules and regulations. Additional data may be required as well, among which the title of the transfer. The obligation to issue data, to vouch for its correctness and to update the registration remains in general with the holder. The policy may, however, entail holder to relinquish all rights with regard to that domain name registration.

Applicant/holder is obligated to inform the natural or legal entity for which he is registering a domain name, that this is taking place via SETAR as well as via the registration organization authorized by ICANN. The applicant/holder is not allowed to pretend directly nor indirectly toward third parties he is representing or to whom he shall be transferring, the very applicant/holder to be the registration institution or that he/she may have a direct and special access to SETAR or be affiliated in any other way to SETAR or to the ICANN.



Holder is not entitled to utilize the logo of SETAR neither that of ICANN on her web site or on stationery and other documents belonging to her company. Holder shall keep the proof of acceptance of the rules as stipulated in these rules and regulations by the third party to whom he is transferring or whom he is representing for a period of five (5) years. This proof can be laid down whether electronically or as a signed document. Holder may lay down his own additional conditions as long as they are not in conflict with the stipulations in these rules and regulations or the ICANN policy.

12. Policy rules for SETAR registration

Holder should realize that the use of the registration services of SETAR might be terminated or continued and that the application to register a new domain name or alterations to an existing one may be continued, terminated or transferred

- in accordance with the ICANN policy which now comes into effect or may come into effect in future time or
- to correct errors made by SETAR (or from the other Registration Institutions), including the same instance the possibility for corrections of unjust deleting of names or alterations of the arbitration board or
- in case of an infringement of any stipulation laid down in these rules and regulations including the intentional furnishing of wrong information, in compliance with a period of 15 days to annul this infringement after notification of such by means of an e-mail. See further under 13.

13. Unauthorized use.

It is not permitted, when using these services or web site, to distribute

- unsolicited advertisement (Spam) or
- large quantity of automatic electronic data regarding the registration of large numbers of domain names or, large volumes of automatic electronic questionnaires, these last two mentioned except when it is deemed reasonably necessary to register names or to alter existing registration data.

14. Registration through a middleman

In the case that the registration took place through a middleman (i.e. representative, employee etc.) the principle shall then be tied to all the conditions and obligations laid down in these rules and regulations, including the dispute regulation. The continued use of the services validates all actions, including those that may have been performed illegally by the middleman. By acting on behalf of the principle the middleman guarantees the competency of his/her actions and that the conditions and obligations as laid down in the rules and regulations have been conveyed to the applicant/holder as a principle in a reliable way and have been accepted.

The applicant/holder also accepts his liability for mistakes made by the middleman. No reimbursements will be made; neither in the case when the representative's actions are in defiance of the conditions of these rules and regulations, when furnishing incorrect data during the application procedure or in the case the representative provides the wrong name or incorrect alteration.



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15. Liability exclusion by SETAR

Liability of SETAR towards the applicant/holder, his representative or third parties is excluded from any damages due to loss by

- Any action or omission of such by the applicant/holder himself or his representative (authorized or not)
- Any loss of the registration of a domain name, regardless how this occurred, unless intentionally caused
- The use of a domain name or password
- Delay or interruption in the access system to the registration system
- Damage or failure of data between applicant/holder and SETAR
- Force majeure, (Acts of God) including breaking and entering of hackers or damages to data banks caused by viruses
- The processing of a domain name during the registration procedure
- The processing of an adjustment in the domain name registration procedure
- Arrears in payments by the very applicant/holder or by his representative
- The implementation of a dispute procedure

SETAR is furthermore not responsible for any indirect, extraordinary, incidental or damage result, however occurred, be it by default or wrongful act or otherwise, even in the case that SETAR was warned beforehand of such damage. In no case may the claim for which SETAR is responsible for exceed the total sum remitted by the applicant/holder to SETAR for the registration to which this claim is charged for the total amount of one (1) year.

16. Exemption of any warranty

Each form of warranty is emphatically negated in particular but therefore not limited to the one with respect to the adequacy for a certain objective or limited to the infringement of the content on intellectual property including copyrights. No pretension is made that the applications used in the software of the web site of SETAR to be suitable for the objectives set by the applicant/holder of a domain name, neither that the applications to be operating shall be without interruption or flaws, nor that the flaws surfaced can or shall be corrected. SETAR does not guaranty the use neither the results of the software included in SETAR's Web site or any thereto related documentation concerning its accuracy, reliability or otherwise.

17. Warranty by applicant/holder

Applicant/holder guarantees accuracy and completeness of the given data and declares that to his best knowledge neither the registration of the requested domain name by him nor the use of such may infringe any right of third parties. The applicant/holder indemnifies SETAR of all damage claims and charges regarding the liabilities of third parties as to domain name. At registration applicant guarantees registration to take place in good faith and that the requested domain name not to be in conflict with another domain name. The applicant/holder is obligated to sign a warranty concerning the aforementioned pursuant to the model prescribed by SETAR.

SETAR grants a few warranties with regard to the registration of a domain name, namely but without any limitation SETAR does not guarantee that the registration of the requested domain name will exclude the possibility that claims can be made by third parties concerning the name or use of it.



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SETAR is not subjected to any declaration neither proposals of matters or the pretension of any party, agent, representative or a SETAR employee or anyone else involved in the registration or allocation procedure of a domain name. Applicant/holder is obligated to compensate all expenses and damage claims made by SETAR and/or the concerned holder in case of any impending legal procedures with regard to the domain name in question.

18. Deeds conflicting with this agreement

Unless otherwise dictated in these Rules and Regulations, any deed conflicting with these rules and regulations or with the conflict regulation is to be corrected within 5 days after receiving an e-mail with the reminder thereto. The notice is considered received when it is sent to the e-mail address registered under the name of the holder in the SETAR registry. Should the conflicting deed remain in non-compliance after the given period of time, SETAR is then authorized to terminate the agreement with holder, to cancel the registration of the domain name in question, to transfer the name to another holder and to proceed to whatever legal remedy within the permissible legal boundaries, including obtaining an injunction to institute a lawsuit imposing a penalty.

19. Applicable law and Jurisdiction

The Aruban law is applicable on all rights and obligation ensuing from this agreement. The competent judge for conflicts ensuing from this agreement is to be the judge in the first instance in Aruba.

20. Messages and Mailing

Unless otherwise stated in these Rules and Regulations, applicant/holder agrees that all messages administered by SETAR to applicant/holder may occur through publication of these messages on SETAR web site address domeinregistratie.aw / domainregistration.aw. Message is deemed received 15 days after publication. Any message coming from applicant/holder to SETAR are to be sent to the e-mail address domeinregistratie@setarnet.aw/ domainregistration@setarnet.aw or by registered mail. Applicant/holder realizes that all e-mail received by SETAR with regard to the domain names are deemed to have been sent by applicant/holder or his authorized representative and that SETAR will rely on its content as such.



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