

.EC DOMAIN NAMES TRANSFERENCE FORM

This Form shall be used for processing a Domain Name Transfer from one Registrant to a new Registrant or for changing the Registrant 's name. This Form shall be used for each domain name to be transferred.

A. INFORMATION:

1. USER:

Organization:
Name (First, Last):
Taxpayer code, ID number or Passport:
Address:
City:
Province:
Country:
Zip Code:
Email :
Phone :
Fax :

2. NEW USER:

Organization:
Name:
Taxpayer or passport:
Address:
City:
Province:
Country:
Zip Code:
Email :
Phone :
Fax:

3. Invoice for Transference Fee is issued to:

- () USER
- () NEW USER
- () OTHER : _____

B. RIGHTS AND OBLIGATIONS TRANSFERENCE:

Herein, the **USER** assigns and transfers to the **NEW USER** all rights and obligations he/she owns on the domain name _____, without keeping any right for himself/herself.

C. GENERAL CONDITIONS:

1. The **USER** and the **NEW USER** declare that this domain name Transference implies the assignment of all rights and obligations of the **USER** on the domain name that is transferred herein.
2. The **USER** and the **NEW USER** declare that the domain name Transference through the rights and obligations assignment shall be deemed perfect and accepted by NIC.EC, when the following has been accomplished:
 - a. The **USER** and the **NEW USER** have signed this Transference Form, and, a public notary has acknowledged at least the signature of the **USER**. If

Transference is executed outside the country, it shall be required to be legalized by the nearest Embassy or Consulate of Ecuador.

- B. The original of this Transference Form has been submitted to NIC.EC with all the requirements stated in here-above letter a.; and the domain name Transference has been accepted by the NIC.EC.
 - C. The **NEW USER** declares that he/she has read, understood and accepted all rules contained in the complementary documentation to the Registry Agreement, these are: 1. NIC.EC Policies; 2. Uniform domain name dispute resolution policy, or "UDRP"; 3. Rules for uniform domain name dispute resolution policy.
 - D. The **NEW USER** has signed in two forms of equal content, the Registry Agreement and the Registry Form, as well as has submitted them to NIC.EC for their acceptance, according NIC.EC policies.
3. The Transference date of the domain name shall be the date of NIC.EC 's acceptance
 4. All natural or legal person that legally exists shall be considered as **NEW USER**.
 5. NIC.EC shall be entitled to request the documentation it deems convenient and necessary for the validity and rightfulness of this Transference.
 6. NIC.EC shall not be held responsible with the motives, reasons, causes or objectives aimed with the domain name Transference. This responsibility shall be of the **USER** or assignor and the **NEW USER** or assignee.

D. SPECIAL CONDITIONS:

1. **Transference effects.** - Through this assignment, it is hereby transferred to the **NEW USER** all rights and obligations of the **USER** on the domain name herein assigned, until the expiration of the Agreement, that contains the use of the domain name until the term for which it was requested by the **USER** expires. When renewing, the **NEW USER** shall pay the corresponding fee, according the Registry Form, the Agreement and the Complementary Documentation.
2. **Fee.** - There must be paid the Transference fee determined in NIC.EC Policies, for this Transference.
3. **Prohibition.** - The **USER** shall not transfer the domain name: 1) before of the 180 days following to the Registry fee payment date; or, 2) if the Registry has more than one year, before the 30 days following to the renewal payment date, if it was done with a check or bank account credit and not before 150 days if payment was done with a credit card charge. In these cases and without prejudice to what is stated on the Registry Agreement and the complementary documentation, NIC.EC shall not register the Transference.

E. AFFIDAVIT. - THE USER AND THE NEW USER SOLEMNLY SWEAR:

- I. That they are legally capable to execute this domain name Transference. If they are natural persons, they both declare to be older than 18 years old.
- II. That the domain name assignation do not constitute a property over the domain name, but only the exclusive usage of such name, in the terms of the Registry Agreement, Complementary Documentation and the Law.
- III. That this Transference and the corresponding acceptance do not constitute a trademark or any kind of intellectual property rights. The transferred domain name may be a registered trademark or intellectual property rights protected by the Law.

- IV. That the information determined in this Form and in this Agreement is true, accurate and correct.
- V. That any change of the information herein determined will be notified to NIC.EC according the policies.
- VI. That they understand that because of the nature of NIC.EC services, the policies may be amended in the future, in applying legal provisions, technical requirements, competent authorities rulings, or the company's decision. These amendments shall be notified to the **USER** by NIC.EC.
- VII. That acknowledge that the information provided herein is public and because of such fact anyone can access it, according NIC.EC policies, the Registry Agreement to be executed by the **NEW USER** and the Law.
- VIII. That the use of the domain name shall be within the limits determined in the Policies, according the Registry Agreement and the Law.

F. REQUIREMENTS: the requirements needed to complete this Transference, without prejudice others established in this document and the Law, are the following:

- ✓ execution of the Transference Form with, at least, the signature of the **USER**, duly acknowledged by a public notary. If the document is executed abroad, it shall be legalized by the nearest Consulate or Embassy of Ecuador.
- ✓ execution of the following documentation by the **NEW USER**:
 - I. A printout of the domain *Whois*.
 - II. The Registry Form executed by the **NEW USER**.
 - III. The Registry Agreement executed by the **NEW USER**.
- ✓ if the executor is a natural person, he/she must submit a copy of his id, or a copy of his/her passport if foreigner.
- ✓ if the executor is a legal person, he/she shall submit the Appointment Note of the Legal Representative. The executor shall also submit a copy of the representative ID or Passport.
- ✓ that the maintenance fee has been paid
- ✓ that the Transference fee has been paid.
- ✓ that any information required by NIC.EC is submitted, or any other information that the **USER** or the **NEW USER** deem to be convenient for the perfection of this Transference.

Accepting everything provided herein, the **USER** and the **NEW USER** execute this document in _____, on the _____ of _____, _____.

S. _____
USER
 (Assignor)

s. _____
NEW USER
 (Assignee)