

## ANNEX B – SPECIAL CONDITIONS FOR THE .BE TLD

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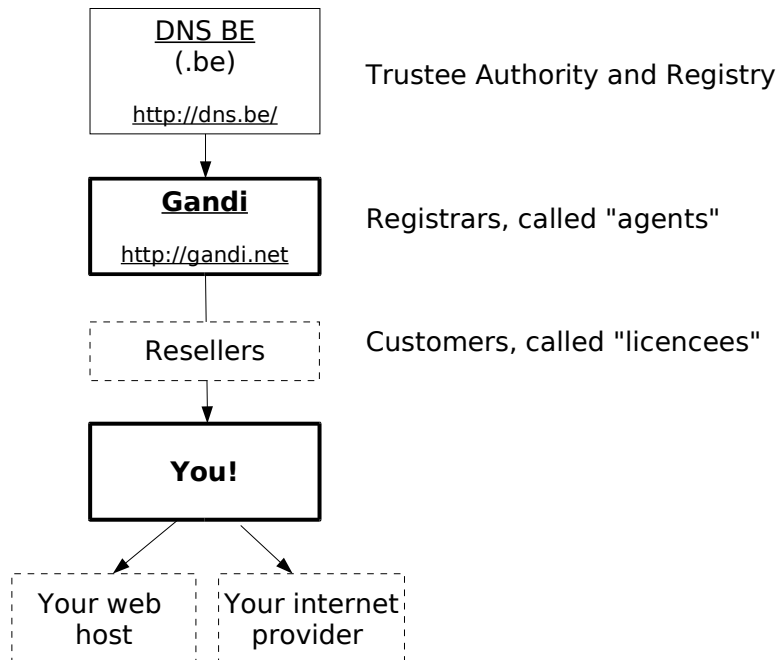
In addition to Gandi's general terms and conditions for domain names, the registration and use of a .BE domain name implies the acceptance and compliance to the present special conditions.

All Gandi's legal and contractual information, as well as definitions, are available for viewing at all hours on Our Website's Main Page. Capitalized terms used in the following special conditions have the definition ascribed to them in Gandi's general terms and conditions for domain names, with the exception of those defined hereunder. "You" designates the customer who is owner of a domain name, and "We" designates Gandi.

Your contracts are also accessible via Your Access Codes at the address:  
<http://www.gandi.net/admin/contracts/>.

### **Section B1- Trustee authority and Registry**

The following diagram displays the various parties involved and the Trustee Authority for the .BE TLD.



You can view the information and special rules of each party involved by clicking on the respective names.

### **Section B2- Registration conditions**

In accordance with Gandi's general terms and conditions for domain names, the registration of domain names for the .BE TLD is granted on a "first come, first-served" basis.

You affirm and guarantee that Your domain name respects the rights of third parties in addition to the current applicable conditions governing, and specifically pertaining to this TLD. These conditions may be viewed at the addresses below:

<http://www.dns.be/en/home.php?n=51>

Copy available on Our Website:

[http://www.gandi.net/static/contracts/local/be/en/Enduser\\_Terms\\_And\\_Conditions\\_en\\_v3.1.pdf](http://www.gandi.net/static/contracts/local/be/en/Enduser_Terms_And_Conditions_en_v3.1.pdf)

You affirm to have read and accepted the terms and conditions of this contractually binding

document between You and the DNS.BE Registry via Our Interface. The present special conditions are not substitutes to these special terms and conditions, which are integrated into Our Contract, and are imposed upon both Us and You (hereafter referred to as the "DNS BE" terms and conditions).

You shall request Your domain name registration via Our Web interface and shall supply us with the proofs of identity as required by Our intermediary, in Our function as registration Agent, in accordance with DNS BE rules.

In application of DNS BE terms and conditions, and as an exception to Gandi's general terms and conditions for domain names:

- With DNS BE, You are not considered as Owner of a domain name, but rather, the holder of an exclusive Licence to Use domain names in the .BE domain. We have therefore modified Our Contract so that You may benefit from the same Contractually binding rights from us as with the other TLDs.
- As a Customer, You are called a "licencee", and defined as "the person that applies for or has obtained a licence from DNS BE to use a particular name in the .BE domain".
- You shall appear as such in the specialized .BE Whois. This being said, for technical reasons Your Contacts will not appear in the DNS BE Whois (<http://dns.be/>), though they shall be present in Our Whois (<http://www.gandi.net/whois>).
- We are called "Registrar" or " Agent ", defined as "the undertaking that enters into a non-exclusive registrar argeement with DNS BE and obtains from DNS BE the right to apply for the registration and renewal of domain names under the ".BE" domain on the behalf of its clients but for its own account".
- This TLD is not subject to any registration restrictions, with the exception of domain names that have been deemed illegible for registration by DNS BE (Section 2 of your contract with the Registry).
- Names for which a registration request is underway may be registered by any party who is able to register first, despite any or all applicable pending requests. A request is complete when it is accepted by DNS BE's system (and not at the time said request is sent to DNS BE), and if it includes all information required by DNS BE.

In the event of a breach in DNS BE terms and conditions, DNS BE may terminate Your licence. If this occurs, Gandi will be powerless to intervene on Your behalf if You do not rectify the situation within fourteen (14) days following the warning notices sent by DNS BE or by Our intermediary. The act of not providing a valid working e-mail address is a breach of DNS BE terms and conditions.

### **Section B3- Duration of a domain name - Renewal**

Your domain name has a valid renewable duration of twelve (12) consecutive months. Gandi's renewal process is not automatic. You must specifically request a renewal of Your domain name via Our Website.

### **Section B4- Transfer to Gandi**

You may request a transfer of Your domain name from another Agent to Gandi (incoming transfer) for a .BE domain name via Our services, according to the procedures outlined on Our Website, and in accordance with DNS BE terms and conditions:

<http://www.dns.be/en/home.php?n=49>

Copy available on our Website:

[http://www.gandi.net/static/contracts/local/be/en/change\\_agent.pdf](http://www.gandi.net/static/contracts/local/be/en/change_agent.pdf)

Please note that, in application of DNS BE terms and conditions:

- You begin the transfer process on Our Website.
- You then follow the procedure as described therein, and specifically, You send Your authorization to the DNS BE Registry in the format that is specified on the DNS BE Registry's

website.

- If You refuse, or do not authorize the transfer in the manner specified by the Registry, the transfer will not occur and You shall not be entitled to indemnity or refund.

When a transfer is successfully concluded, Your domain name is registered in Our database. The transfer to Gandi:

- will lead to the beginning of a new license on the domain name, thus removing mention of the domain name's previous creation and modification dates. The prorata is neither conserved nor indemnified, the creation date of the domain name is initialized by DNS BE at the time of the transfer,
- will change the Contacts that manage the domain name: each Registrar has its own Contact code system ("handles") for domain name Contacts. During the transfer process, these handles will necessarily be changed, which may lead to a change in Contacts that manage the domain,
- will not change the owner of the domain name, unless You select the option, "Cede your domain" on Our transfer Interface. In this case (process called "Trade"), the transfer and ownership change operations occur simultaneously. Rules pertaining to Trades are provided by DNS BE at the address, <http://www.dns.be/en/home.php?n=50> ,

Our service consists of initiating a transfer request, and assisting You in the successful completion of the required procedures. Nonetheless, the completion of a transfer is not immediate, and involves the cooperation of several parties, and thus does not depend exclusively on Us. We therefore cannot be held liable if the transfer fails due to a reason that is not attributable to Us (for example, passed expiration date, refusal or lack of authorization of one of the parties: DNS BE, Agent, licensee, Contacts, etc.). In such an instance, You will not be entitled to a refund. However, We may assist You in identifying any problem occurring during the transfer process and help You overcome it.

### **Section B5- Ownership change (change of owner)**

Notwithstanding Gandi's general terms and conditions for domain names, according to DNS BE technical specifications, the licence that You hold on the domain name belongs to You and can not be transferred to a third party with the exception of special conditions as outlined in the DNS BE terms and conditions.

This is why, even if You follow the change of owner procedure on Our Interface, the domain name's creation date will be initialized by DNS BE, and the prorata will not be conserved or indemnified.

### **Section B6- Locking**

Notwithstanding Gandi's general terms and conditions for domain names, according to the technical specifications of DNS BE, it is not possible to add a security Lock against transfers of .BE domain names.

### **Section B7- Hold**

It is not possible to put a Hold on .BE domain names. The day after Expiration, the domain name is deleted by Gandi and changed to "quarantine" status. Your domain name is then suspended for forty (40) days, during which it may not be renewed. The only possible action at that point is restoration.

### **Section B8- Restoration (Reactivation)**

If Your .BE domain name has recently been deleted by Gandi, for example, because You have not renewed it in time, it shall be suspended by DNS BE (placed in "quarantine" status). You may then restore it under the following conditions:

- Restoration is only technically possible during the forty (40)-day "quarantine" period that

separates the deletion of the domain name by Gandi and the deletion by DNS BE (<http://www.dns.be/eng/home.php?n=44>).

- You shall request the restoration via Our Interface.
- We must receive Your payment seven (7) days before the end of the quarantine period, so that we may complete the operation before deletion by the Registry. By default, Your domain name shall not be restored and will be deleted; in such an instance, Gandi is powerless to prevent said deletion.
- Restoration will restore Your domain name's previous settings (personal and technical information), and extend its registration duration by one (1) year (one year is added to the previous Expiration date).

### **Section B9- Use of personal information**

The present conditions do not infringe on Gandi's general terms and conditions for domain names pertaining to personal information. Personal and technical data associated with the registration of Your .BE domain name is collected to enable the registration and management of Your domain name.

Personal data shall be sent to DNS BE, incorporated into its database, and published in the public Whois directory. This directory may be accessed notably on Our website (<http://www.gandi.net/whois>) or that of DNS BE (<http://www.dns.be/eng/home.php>), in addition to any or all access to the Whois directory available throughout the entire world via the Internet, in accordance with Section 16 of Gandi's general terms and conditions for domain names, and DNS BE terms and conditions.

You acknowledge to have read and understood these conditions. Specifically You accept that Your personal information and that of Your Contacts is published on the Internet via the Whois database.

### **Section B10- Dispute resolution procedures**

As indicated in Gandi's general terms and conditions for domain names (Section 17), DNS BE has set forth specific terms and conditions and an alternative dispute procedure governed by the "dispute resolution policy" pertaining to .BE domain names, called "**ADR procedures**", for "Alternative Dispute Resolution". These are applicable to .BE domain name registrations by DNS BE (Section 10), and may be viewed at the following addresses:

[http://www.dns.be/eng/DomainInfo/enduser\\_termsandconditions.htm](http://www.dns.be/eng/DomainInfo/enduser_termsandconditions.htm) (ADR procedures in Section 10)

<http://www.dns.be/en/home.php?n=54>

Additional copies available on Our Website:

[http://www.gandi.net/static/contracts/local/be/fr/Enduser\\_Terms\\_And\\_Conditions\\_en\\_v3.1.pdf](http://www.gandi.net/static/contracts/local/be/fr/Enduser_Terms_And_Conditions_en_v3.1.pdf)

<http://www.gandi.net/static/contracts/local/be/en/adr.pdf>

These ADR procedures are applied by all DNS BE-accredited registrar Agents in the event of a dispute pertaining to the registration and/or use of a domain name. You accept that these ADR conditions found within Your DNS BE contract and also within the present special conditions, shall govern any or all dispute(s) pertaining to Your .BE domain name. You acknowledge to have read, understood, and agree to abide by these conditions. They apply to both Us and You, without hindering judicial procedures and rulings incurred in the event of an infringement of the rights of a third party as specified in Gandi's general terms and conditions for domain names. The settling of disputes shall thus occur before a DNS BE-accredited dispute arbitration institutions (list available on the DNS BE website). This dispute resolution institution publishes the current applicable rules and procedures on its Website.

### **Section B11- Amendments to special conditions**

DNS BE terms and conditions are subject to changes and amendments resulting from the naming system particular to the .BE TLD. They are mandated by DNS BE and constitute

changes that are beyond Our control, and that are imposed on both Us as well as You. In accepting DNS BE's conditions (notably Section 9), You accept the principle of these changes.

Modifications and successive versions shall be published on the websites of DNS BE and of Gandi. You will be notified of such amendments at least one (1) month prior to their implementation. If You refuse such amendments, You will be entitled to cancel the contract, without penalty or refund, in accordance with Gandi's general terms and conditions for domain names (Sections 6 and 15), and the contractual terms and conditions that bind You to DNS BE.

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