

ANNEX .EU - SPECIAL CONDITIONS FOR THE .EU TLD

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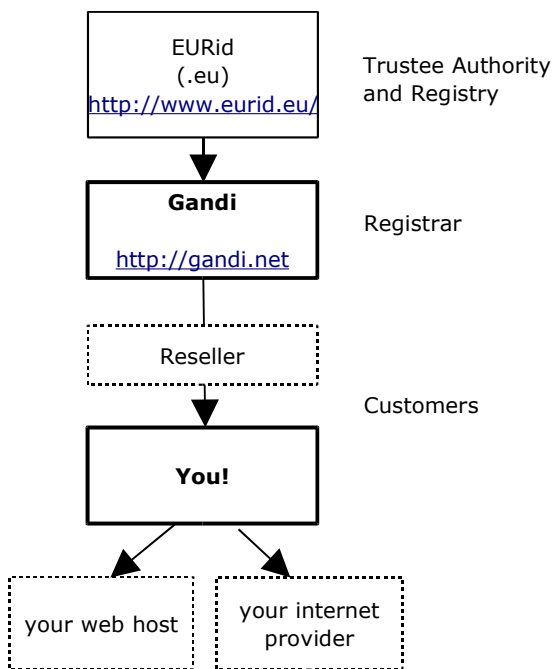
In addition to Gandi's general terms and conditions of domain name registration, the registration and use of a .EU domain name implies the acceptance of and compliance to the present special conditions.

All Gandi's legal and contractual information, are available for viewing at all hours on Our Website's Main Page. Terms used in the following special conditions that begin with an upper-case letter have the definition attributed to them in Gandi's general terms and conditions of domain name registration, 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 .EU.1. Trustee authority and Registry

The following diagram presents the various parties involved and the Trustee Authority for the .EU TLD:



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

Section .EU.2. Registration terms and conditions

A summary of special requirements, and our price list, are available on these links:

- <http://www.gandi.net/domain/eu/info>
- <http://www.gandi.net/domain/price/detail/eu/>

When You apply to register a .EU domain name, You acknowledge to have fully understood, and You agree to fully abide by all the rules and specific conditions pertaining to the registration of .EU domain names, as defined by EURid, and which may be viewed at the following addresses:

- registration policy: http://www.eurid.eu/files/reg_pol_EN.pdf
- terms & conditions: http://www.eurid.eu/files/trm_con_EN.pdf

These contracts (hereafter referred to as "EURid Rules") bind You to the EURid Registry. The present special conditions are not substitutes to these Rules, but are a part of it. You acknowledge to have fully understood and accepted these Rules on Our Website.

In accordance with EURid Rules, the .EU TLD is open to the

residents of the European Union (businesses, organizations, individuals), on a "first-come, first-served" basis, if all the registration Rules are complied with.

In particular these Rules contain the following criteria:

- Eligibility criteria: pertaining to Your place of residence or establishment within the European Community.
- Technical criteria: pertaining to the composition of the domain name itself, and the names that are either reserved or made unavailable for registration by EURid.
- Moral criteria: pertaining to the respect of the current laws and regulations in the choice and use of Your domain name, and particularly the rights of third parties, public order, and the public interest.
- Criteria pertaining to the availability of the domain name, which is verified in real time on Our Website during Your registration request. It is also available for viewing both on Our Whois (<http://www.gandi.net/whois>) and EURid's Whois (<http://www.eurid.eu>).
- A domain name may be unavailable because it has already been registered, is put on hold, on lock, is reserved, flagged by the Registry as forbidden, or because it is currently in the registration process.

In accordance with EURid Rules, and as an exception to Gandi's general terms and conditions of domain name registration:

- EURid does not consider that You are the owner of the domain, but rather that You are granted exclusive user rights of the domain name, that are limited and which may be assigned to a third party or renewed during the registration period. Nonetheless, We have amended Our Contract so that, as much as possible, You shall have the same rights as with other extensions, with the exceptions explicitly expressed in the present special conditions.
- You are not entitled to exercise any right to opt out concerning Your domain name registration request once it has been validated by Gandi and transmitted to the Registry. This restriction is set by the Registry.

We call Your attention to the fact that, in addition to the liability that You expose Yourself to in the event of a infringement of the rights of a third party or Your legal and contractual obligations, the Rules that bind You to EURid interpret each breach of contract on Your part as justification for a denial of registration, the suspension or deletion of Your domain name by EURid, without Our ability to intervene.

Section .EU.3. Domain name duration – Renewal

Your .EU has a valid renewable duration of twelve (12) months.

Section .EU.4. Transferring Your domain name to Gandi

You may use Our interface to request a transfer of a .EU domain name from another Registrar to Gandi (incoming transfer), in accordance with, but not limited to, the following EURid Rules:

- You initiate the transfer process via Our Website,
- You then follow Our renewal process, and in particular You send Your authorization to EURid, in a format and within a time frame that are specified in the contracts that bind You to the Registry (http://www.eurid.eu/files/reg_pol_EN.pdf section 13),
- if You refuse, or if You do not authorize the transfer via the means specified by the Registry, the transfer will not occur.

When a transfer (change of Registrar) is successfully concluded, Your domain name is registered in Our database. The transfer to Gandi:

- will begin a new license on the domain name, and delete Your domain name's registration history. The prorata is neither conserved nor indemnified, the creation date of the domain name is initialized by EURid at the time of the transfer,
- will change of 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, unless You select the option, "change owner" on Our transfer interface. In this case (process called "Trade"), the transfer and ownership change operations occur simultaneously.

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, 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 to overcome it.

Section .EU.5. Ownership transfer

If You decide to assign Your domain name to a third party (change of ownership), in addition to complying with the normal procedure described in Our Website, You must also comply with EURid Rules, notably:

- You initiate the procedure with the Registrar of Your choice. The following statements only pertain to Us if You want to assign Your domain to a third party without changing Registrar.
- You initiate the procedure on Our Website, in accordance with Our conditions described therein.
- We transmit Your request to EURid, which then contacts the two parties involved (the new owner and You) by email.
- the new owner and You both send Your authorization to EURid, in a format and with details specified in EURid's email.
- if You or the new owner refuse, or do not give Your authorization in accordance with the conditions specified by the Registry, the change of ownership will not occur and You will not be entitled to any compensation nor refund.

According to EURid Rules, the ownership transfer for .EU domain names:

- entails the establishment of a new license on the domain name, and the deletion of the domain name's registration history. The prorata shall not be maintained nor indemnified, the creation date of the domain shall be reset by EURid during the change of ownership,
- the rights of registration (or renewal) of the primary domain name shall in no way entitle any party to a refund.

Section .EU.6. Transfer Prohibited status

As an exception to the Gandi's general terms and conditions of domain name registration, in accordance with EURid technical specifications, it is not possible to set a Transfer Prohibited status on a .EU domain name in order to avoid transfers.

Section .EU.7. suspension

There is no Suspension period for .EU domain names. The day after the expiration date, the domain name is deleted by Gandi. At that time, the only possible action that may be taken is to restore the domain name in the manner specified below.

Section .EU.8. Restore/Reactivate

If Your .EU domain name has been recently deleted by Gandi, (for example because it has not been renewed on time), the domain name is suspended by EURid (placed on "quarantine" status) for forty (40) days. You can only restore the domain at this point under the following conditions:

- Restoration is only technically possible during the forty (40)-day period called "quarantine" that separates the date of the domain name's deletion by Gandi to the date of deletion of the domain name by EURid.
- You request Your restoration via Our Interface.
- We must receive Your payment seven (7) days before the end of the quarantine period, in order to allow Us to process the restoration before Your domain name is deleted by the Registry. In the lack of such payment, Your domain name will not be restored, it will be deleted, and it will be impossible for Us to intervene in anyway.
- The restoration procedure resets the previous domain settings (technical and personal data) and renews Your domain name for one (1) more year (one year is added to the previous Expiration date).

Section .EU.9. Use of personal data

Gandi acts as a sub-contractor of the Registry, responsible for collecting the technical and personal data needed for the registration of Your domain name, and which will be processed as such by the Registry.

The personal and technical data associated with Your .EU domain name are stored and used by Gandi, and by EURid in its role as Trustee Authority and Registry, in accordance with Gandi's general terms and conditions of domain name registration (Section 16), and in accordance with EURid's conditions, which are available at the following address:

http://www.eurid.eu/files/whois_en.pdf

You declare to have fully understood and to agree to fully abide by these rules.

Personal data is collected to enable the registration and management of Your domain name. Personal data shall be sent to EURid, 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 EURid (<http://www.eurid.eu>).

If You are an individual, EURid will only publish Your email address in its Whois.

Section .EU.10. Dispute resolution procedures

EURid has set forth specific rules and an alternative procedure for dispute resolution related to .EU domain names (called "ADR Rules" for "Alternative Dispute Resolution") that are available for viewing at the following addresses:

- explanations: <http://www.eurid.eu/en/eu-domain-names/disputes>
- dispute resolution: www.arbcourt.cz/adreu
- ADR procedural rules: http://www.arbcourt.cz/adreu/ADR_rules.pdf
- additional ADR procedural rules: http://www.arbcourt.cz/adreu/ADR_Supplemental_Rules.pdf
- Website of the Czech organization in charge of resolving ADR disputes: <http://www.adreu.eurid.eu/>

You accept that any dispute related to Your domain name will be bound by these ADR Rules in the event of a dispute between You and a third party pertaining the registration and/or use of a domain name, or with the Registry, to go contest a decision made by the Registry.

These rules are an integral part of Your contract with EURid and to the present special conditions. You acknowledge to have fully understood and agree to abide by these rules. These alternative rules do not hinder the judicial or arbitral procedures of disputes related to domain names in accordance with Gandi's general terms and conditions of domain name registration.

Section .EU.11. EURid action on domain names (hold, lock and revocation)

Pursuant to EURid Rules, You authorize EURid to intervene on the status of Your domain name and in particular to:

- Hold (deactivate) the domain, for example if it is not renewed on time.

- Lock (block) the domain, for example in the event of a judicial or ADR procedure.
- Revoke the domain, for example after implementation of an ADR decision, for lack of payment, infringement of the eligibility criteria or any other infringement on Your part of EURid Rules.

As technical sub-contractor and in accordance with EURid Rules which You and Gandi must comply with, We have absolutely no control over the status if it was changed by EURid.

Section .EU.12. Amendment of special conditions

EURid rules are subject to changes and amendments resulting from the naming system particular to the .EU TLD. They are mandated by EURid and constitute changes that are beyond Our control, and that are imposed on both Us as well as You. In accepting EURid rules, You accept the principle of these modifications.

Modifications and successive versions shall be published on the websites of EURid and of Gandi. You will be notified of such amendments at least one 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 name registration (Sections 6 and 15), and in accordance with the Rules that bind You to EURid.

Annex: .eu Registration Policy ; .eu Terms and Conditions

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