## ANNEX .SAARLAND - SPECIAL CONDITIONS FOR THE .SAARLAND TLD

## version 1.1 – April the 17th, 2019

In addition to Gandi's <u>General Terms and Conditions</u> for domain name registration, the registration and use of a .SAARLAND domain name implies the acceptance of and compliance to the present special conditions contained herein.

All Your legal information and contracts can be viewed at any time via Our <u>website</u>. Capitalized terms have the definition attributed to them in Our <u>General Terms and Conditions</u> of domain name registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

## Section .SAARLAND.1. Trustee authority and Registry · CentralNic Terms and Conditions: https://www.centralnic.com/support/terms/domains .SAARLAND is a generic Top-Level-Domain (gTLD) which aims is CentralNic Privacy Policy: to promote the federal State Saarland in Germany. The following https://www.centralnic.com/support/registry-privacy diagram presents the various parties involved for the .SAARLAND CentralNic Phishing and Abuse Policies: TLĎ: https://www.centralnic.com/support/abuse ICANN consensus policies: http://www.icann.org/en/general/consensus-policies.htm **ICANN Trustee Authority** These contracts bind You to the .SAARLAND Registry and http://www.icann.org CentralNic. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and to have accepted these rules on Our website. The contract between ICANN and the SAARLAND Registry is dotSaarland GmbH Registry available at the following address: http://www.nic.saarland www.icann.org/en/about/agreements/registries/saarland Section .SAARLAND.3. Special requirements Registry .SAARLAND special requirements are available at: **CentralNic** technical http://www.gandi.net/domain/saarland/info https://www.centralnic.com operator .SAARLAND domain names are open to anyone. Some words are reserved or prohibited, in particular: ICANN reserved names: <u>Gandi</u> Registrar http://www.icann.org/en/about/agreements/registries/saarland http://gandi.net (specification 5. schedule of reserved names) Registry Blocked and Reserved Names Policy: .....l https://nic.saarland/en/policies Reseller Section .SAARLAND.4. Registration term Customers The registration term is from 1 to 10 years. To avoid any deactivation of the domain name, the renewal must be paid and You ! funds cleared before the Expiration date. Section .SAARLAND.5. Pricing Our prices may be viewed at: Your internet https://www.gandi.net/domain/price/detail/saarland Your web host provider :.....i ..... "Premium" domain names are subject to specific prices as displayed on Our interface during Your order. Section .SAARLAND.6. Storage of contact information You can view the information and special rules of each party involved by clicking on the respective links. In application of ICANN contracts, all personal and technical information associated with the registration of Your domain name is Section .SAARLAND.2. Registration terms and conditions recorded and made available to ICANN and IRON MOUNTAIN (ICANN's designated Registrar Data Escrow agent), in addition to When You apply to register a .SAARLAND domain name, You messages pertaining to each registration or modification, during the acknowledge that You have fully understood and You have full entire duration of the registration of the domain name, plus the knowledge of, and You agree to abide by all the rules and specific following year. conditions of .SAARLAND domain names, as defined by ICANN, DotSaarland GmbH and CentralNic, and which may be viewed at You consent to the use, copying, distribution, publication, in the following pages: particular in the Registry public Whois database if applicable, modification and other processing of Your personal data by the · Registry policies : Registry, its technical provider and their designees and agents for http://nic.saarland/en/policy

the purposes of providing Registry services as defined in the Registry agreement with ICANN and in accordance with the Registry privacy policy.	only be restored during this period in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department.
Section .SAARLAND.7. Dispute resolution policy The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .SAARLAND domains, that You agree fully abide by.	If the domain is neither renewed nor restored within these deadlines, the Registry shall place the domain on "Pending Delete" status for several days, and then delete the domain name, which will become available for registration on a "first-come first-served" basis.
You may view general documentation on the UDRP procedure at the following addresses:	Section .SAARLAND.11. Registrant representations and guarantees
<ul> <li>ICANN domain name dispute resolution policies: <u>http://www.icann.org/udrp</u></li> <li>explanations: <u>http://www.icann.org/en/udrp/udrp.htm</u></li> <li>Policy:</li> </ul>	You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may delete Your domain name. You acknowledge and agree that distributing malware, abusively
<ul> <li>http://www.icann.org/en/dndr/udrp/policy.htm</li> <li>Rules: http://www.icann.org/dndr/udrp/uniform-rules.htm</li> <li>Dispute Resolution Service Providers: http://www.icann.org/en/dndr/udrp/approved-providers.htm</li> </ul>	operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.
<ul> <li><u>http://newgtlds.icann.org/en/applicants/urs</u></li> <li><u>Section .SAARLAND.8. Transfer (change of Registrar)</u></li> <li>The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain, please make sure You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name:</li> <li>does not have a TransferProhibited status,</li> </ul>	You commit Yourself to indemnify, defend and hold harmless the Registry, and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses in accordance with the German legal provisions regarding such fees and costs as arising out of or relating to, for any reason whatsoever, the registration of Your domain name. This indemnification obligation survive the termination or expiration of the present agreement.
<ul> <li>does not expire soon (We recommend that You start the transfer request at least 1 month prior to its Expiration),</li> <li>was created at least 60 days prior to the request,</li> <li>has not been transferred within the last 60 days.</li> </ul>	Section .SAARLAND.12. Exclusion of liability and actions of the Registry
The transfer's completion requires Your confirmation (by e-mail). Upon successfully transferring a domain, the registration period is	You acknowledge and agree that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems
extended by one year.	<ul><li>necessary, in its unlimited and sole discretion:</li><li>to comply with specifications with specifications adopted by any</li></ul>
Section .SAARLAND.9. Ownership change The ownership change process is available on Our Interface and requires the confirmation of both parties by e-mail. The owner change of a domain name does not change the domain's expiration date.	<ul> <li>industry group generally recognized as authoritative with respect to the internet (e.g RFCs),</li> <li>to correct mistakes made by the Registry or any Registrar in connection with a domain name registration,</li> <li>if requested by ICANN policy, court order or other authorities,</li> <li>to avoid any liability, civil or criminal in the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and</li> </ul>
Section .SAARLAND.10. Deletion process	<ul><li>employees,</li><li>to comply with any applicable laws, government rules or</li></ul>
<b>Upon the Expiration of the domain</b> , We suspend (Hold) the domain name for 45 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.	<ul> <li>requirements, requests of law enforcement, or any dispute resolution process,</li> <li>or for the non-payment of fees to the Registry.</li> <li>You agree that any violation of the .SAARLAND policies may result</li> </ul>
Then the domain goes into Redemption Period for an additional 30 days, and all associated technical services are deactivated. It can	in application of consequences (consistent with applicable law and any related procedures) including suspension or deletion of the domain name.

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