

ANNEX A – SPECIAL CONDITIONS FOR GTLDS: .COM .NET .ORG .BIZ .INFO .NAME

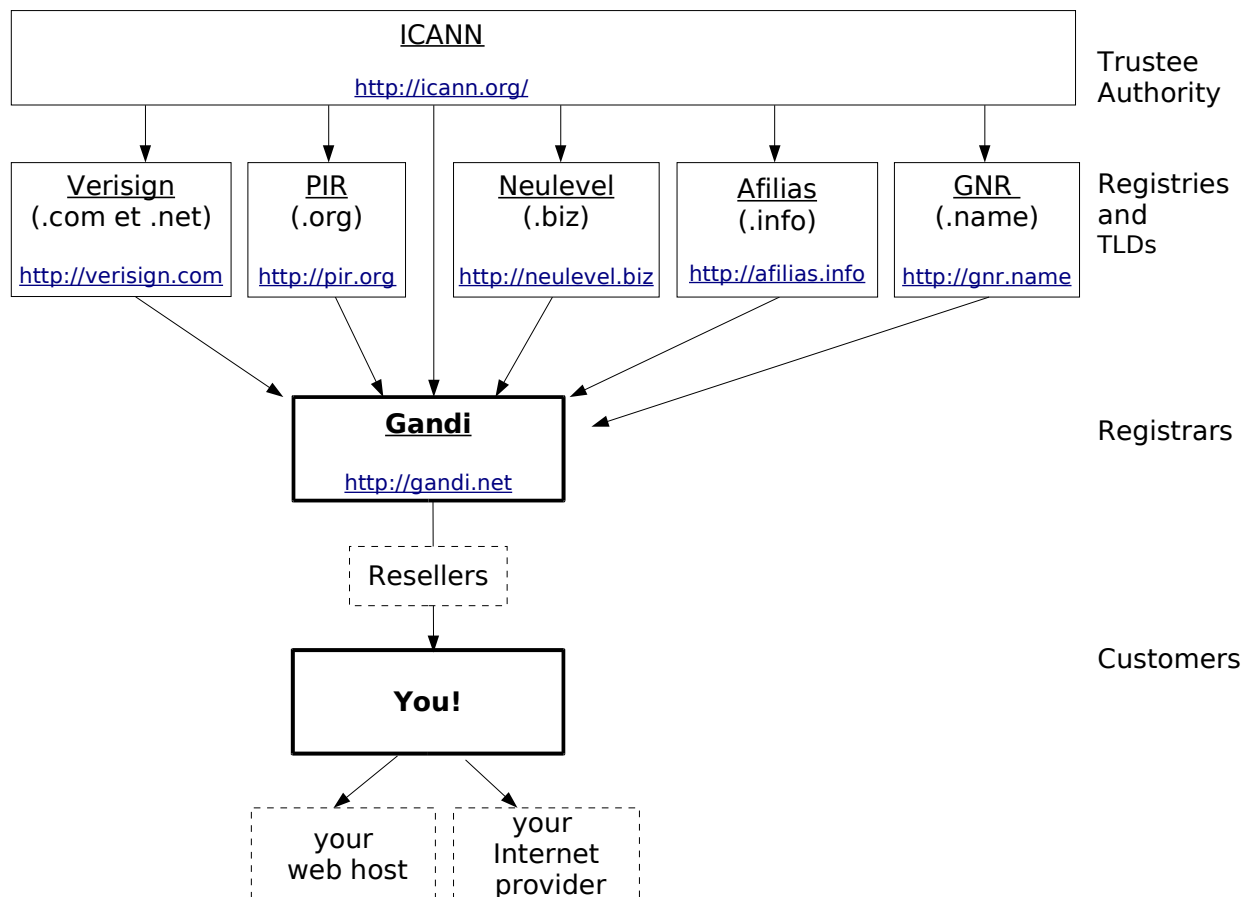
In addition to Gandi's general terms and conditions for domain names, the registration and use of a .COM .NET .ORG .BIZ .INFO or .NAME domain name implies the acceptance and compliance to the present special conditions.

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 A1- Trustee Authority and Registry

The following diagram displays the various parties involved and the Trustee Authority for the gTLDs: .COM .NET .ORG .BIZ .INFO .NAME.



You can view the information and special rules of each party involved by clicking on the respective names. Additionally, all applicable registration conditions for each gTLD are available from ICANN's website, at the following pages:

<http://www.icann.org/tlds/agreements/verisign/com-index.htm>
<http://www.icann.org/tlds/agreements/verisign/net-index.htm>
<http://www.icann.org/tlds/agreements/org>
<http://www.icann.org/tlds/agreements/biz>
<http://www.icann.org/tlds/agreements/info>
<http://www.icann.org/tlds/agreements/name>

The present special conditions are not substitutes to these special Rules, which are integrated as an extension of Our Contract. As a condition of our accreditation, We must to pass on to You the obligations required by the Trustee Authority and by the Registries. If the Trustee Authorities or Registries modify their contracts with Us, We may also modify the present Contract, in order to include the new rules.

You agree to learn about and fully abide by all applicable rules.

REGISTRATION CONDITIONS

Section A2- "First come, first-served" common law

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

You affirm and guarantee that Your domain name respects the rights of third parties, and the current applicable laws, and the specific rules applicable to these TLDs as described below.

Disputes related to the selection and registration of domain names in these gTLDs are subject to arbitral rules and procedures, detailed hereafter in Sections A12, A13 and A14, which You accept to abide by during the registration of Your domain name.

Section A3- Specific .BIZ registration conditions

The registration of a .BIZ domain name shall be subject to the following restrictions set forth by ICANN, that You affirm to have read, understood, and agree to abide by:

<http://www.icann.org/tlds/agreements/biz/registry-agmt-appl-18apr01.htm>

Copie also available on Our Website:

<http://www.gandi.net/static/contracts/local/icann/en/biz-registry-agmt-appl-18apr01.pdf>

In accordance with these conditions, You affirm and agree with the following statements, which You agree to uphold for the entire length of Your domain name's validity:

- Registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes, and not exclusively for personal noncommercial purposes.
- The domain name may not be registered solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation.
- The domain name is, at the time of registration, reasonably associated with Your business activity, or You intend to use it for business.
- Your domain name does not infringe or will not infringe on the special conditions of this TLD.

We do not and shall not verify beforehand whether or not a .BIZ domain name is used in accordance with the aforementioned restrictions. The fact that You may register Your domain name via Our service does not presuppose that You have abided by these conditions; Gandi cannot be held liable for any consequences thereof.

No alleged infringement of these restrictions shall be directly rectified either by Gandi or the Registry. Rather, they may be sanctioned through the "RDRP" process, which is the special policy governing such disputes, such as described below in Section A13, that You agree to fully comply with.

Section A4- Specific .NAME registration conditions

The registration of a .NAME domain name also requires adherence to the following additional conditions set forth by ICANN, that You affirm to have read, understood, and agree to abide by:

<http://www.icann.org/tlds/agreements/name/>
<http://www.icann.org/tlds/agreements/name/registry-agmt-appl-8aug03.htm>

Copie also available on Our Website:

<http://www.gandi.net/static/contracts/local/icann/en/registry-agmt-appl-8aug03.pdf>

In accordance with these conditions, You accept and affirm that You shall only register as a .NAME domain name the following names as described below. You agree to uphold and abide by these conditions for the entire length of Your domain name's validity:

- the domain name involves Your personal name (legal or known name) in .NAME (your_firstname.your_lastname.name or your_lastname.name), possibly including numbers at the beginning or end in order to differentiate Your name from similar domain names already registered, or
- the personal name of a fictional character if You have the trademark or service mark rights in that character's Personal Name.

We do not and shall not verify beforehand whether or not a .NAME domain name is used in accordance with the aforementioned restriction conditions. The fact that You may register Your domain name via Our service does not presuppose that You have abided by these conditions; Gandi cannot be held liable for any consequences thereof.

No alleged infringement of these restriction conditions shall be directly rectified either by Gandi or the Registry. Rather, they may be sanctioned through the "ERDRP" process, which is the special policy relative to this kind of disputes, such as described below in Section A14, that You agree to fully comply with.

SPECIAL CONDITIONS OF GANDI SERVICES

Section A5- Transfer to Gandi

The transfer of a domain name registered in one of the gTLDs (.COM, .NET, .ORG, .BIZ, .INFO, and .NAME) from another Registrar to Gandi (incoming transfer) is subject to special conditions applied to each gTLD, as indicated on Our interface during Your transfer request, and to the following additional conditions.

Our service consists of assisting You in the successful completion of the transfer process. The completion of a transfer is not immediate and involves the cooperation of several parties. Transfers do not exclusively depend on Us and involve the following restrictions:

- No transfer may occur during the sixty (60)-day period following the initial creation of a domain name with Your previous Registrar.
- The status of Your domain name may prevent transfers (ex. the "Lock" or "Transfer Prohibited" status). Please contact Your previous Registrar to change this status.
- To authorize a transfer, You must supply one or several authorization codes (depending on the TLD), in a format that is indicated on our Website. If You or Your Contacts refuse or do not explicitly authorize the requested transfer in this way, the transfer will fail without indemnity.
- Your previous Registrar may refuse the transfer of the domain name to Gandi, though it must then provide You with the reasons for said refusal.
- A transfer is not possible if there is a pending dispute, litigious, arbitral or UDRP (described below) procedure.

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

- will not change the owner of the domain name, unless You select the option, "change owner" on Our transfer Interface. In this case, the operations will not be simultaneous, but sequential: We will carry out the ownership change procedure once Your domain name has been successfully transferred to Our service,
- will not change the DNS (nameservers), unless You select this option on Our transfer Interface. In this case, the operations will not be simultaneous, but sequential: We will carry out the DNS change once Your domain name has been successfully transferred to Our services. In all cases, during the entire transfer process, which can take several days between the time of Your request and the actual transfer date, the DNS cannot be modified. Services available to Your domain name (website, e-mail, etc.) should continue to operate normally. Therefore, as a precaution, We advise You to contact the organization that manages Your DNS before initiating the transfer process in order to avoid any disruption in service,
- will change Contacts who manage the domain name: each Registrar has its own handles for domain name Contacts. During the transfer process, these handles must necessarily be changed, thus the persons who manage the domain may also change,
- will add one (1) year to the registration length of Your domain name: one year is added to the previous expiration date.

Our service consists of initiating a transfer request from the Registry, and to assist You in the successful completion of the transfer process. The completion of a transfer is not immediate and involves the cooperation of several parties. Transfers do not exclusively depend on Us. We therefore cannot be held liable if the transfer fails due to a reason that is not attributable to Us. In such an instance, You will not be entitled to any refund. However, We may assist You in identifying any problem occurring during the transfer process and help You overcome it.

Some examples of what may lead to transfer failures, to which We can not be held liable, are:

- the refusal or lack of authorization from one of the parties: Registry, Registrar, domain name owner, Contacts,
- a domain name status that technically prevents transfer: passed expiration date, domain name locked against transfers, etc.,
- a domain name that is too new: less than 60 days old.

Section A6- Forwarding

You may use Our e-mail and/or URL forwarding services, in accordance with Gandi's general terms and conditions for domain names for all TLDs, except .NAME third level domain names, such as <firstname.lastname.name>. For these subdomains, We do not provide the Registry's e-mail forwarding service, such as <firstname@lastname.name>. You can only use Our e-mail forwarding service for a second level .NAME, such as <lastname.name>.

Section A7- Lock

You may use Our Lock service ("Lock" or "TransferProhibited" status, depending on the TLD) that prevents Your domain from transfer to another Registrar. In accordance with ICANN rules, this lock service is offered as an option, and may be enabled or disabled by the administrative Contact directly on Our Website.

Section A8- Hold

At the domain name's Expiration date, We shall immediately begin the domain deletion process. Nonetheless, We shall wait thirty (30) calendar days, during which time the domain is set to Hold status.

All additional services that You may have subscribed to with Your domain name (particularly e-mail and URL forwarding) are deactivated as soon as the domain has expired.

The purpose of this precaution is to avoid the irreversible deletion of Your domain name, if despite Our unanswered renewal reminders You do not wish the domain to be deleted.

During this period, if You wish, You can renew Your domain name after the Expiration date, under the same conditions as with a normal renewal. As soon as the renewal occurs, We will reactivate Your domain name and all associated services, for the new duration chosen, starting from the previous Expiration date. This reactivation occurs immediately in Our database upon receipt of Your payment, though may take several days to propagate throughout the Internet. This propagation delay is not up to Gandi.

If You do not renew, or do not pay the correct amount before the announced deadline, We will delete the domain name at the end of the Hold period (Expiration date plus thirty days).

Section A9- Restoration

According to the technical specifications of the GNR Registry, it is not possible to restore a .NAME domain name.

However, if Your domain name registered in .COM, .NET, .ORG, .BIZ, or .INFO has been deleted for less than thirty (30) days at Gandi, it is possible to restore it under the following conditions, with the procedures described herein, and in accordance with the requirements as presented on Our Website or by Our support staff during the restoration process:

- Restoration is only technically possible during the Redemption Period (defined by the different Registries as "Redemption Period" or "Pending Delete Restorable" status). This period is the thirty (30)-day delay between the domain's deletion by Gandi and the domain's deletion at the Registry.
- We must receive Your payment seven (7) days before the domain's deletion by the Registry so that We may carry out the operation within the specified deadline. By default, Your domain name shall not be restored and Gandi can not be held accountable for such action. You may contact Our support staff via Our Website to find out when this deadline occurs.
- 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 Expiration date).

PERSONAL INFORMATION

Section A10- Use of personal information

In accordance with Gandi's general terms and conditions for domain names, personal information is gathered to enable the registration and the management of Your domain name. This information is sent to the Registries, recorded in their databases, and published in the public Whois directory.

Additionally, for .INFO, .NAME, and .ORG domain names, You agree to the use, copying, distribution, publication, modification, and other processing of the personal data registered and associated with Your domain name, by the Registry or agents designated by the Registry, under the condition that Your right to access and modify this personal data is upheld, and that the Registry shall take all reasonable measures to protect this data from loss, incorrect use, unauthorized disclosure, modification, and/or deletion.

We shall inform You of any notice or modification that We receive from the Registries regarding the use of the data and the ways in which You may exercise Your right to access and/or modify Your personal information.

Section A11- Storage and transmission of personal information

In application of Our accreditation contract with ICANN, We are also bound to record and make available to ICANN all personal and technical information associated with the registration of Your domain name, in addition to messages pertaining to each registration or modification, during the entire duration of the registration of Your domain name, and beyond during the entire duration that We remain accredited by ICANN, plus the three (3) following years.

DOMAIN NAME DISPUTES

Section A12- Dispute resolution procedures applicable to all TLDs: UDRP

As indicated in Gandi's general terms and conditions for domain names (Section 17), ICANN has implemented a "Uniform Domain Name Dispute Resolution Policy" – UDRP. The Policy and its corresponding Rules are available at these addresses:

<http://www.icann.org/udrp/>
<http://www.icann.org/udrp/udrp.htm>
<http://www.icann.org/dndr/udrp/policy.htm> (main policy)
<http://www.icann.org/dndr/udrp/uniform-rules.htm> (procedural rules)

Copies also availables on Our Website:

<http://www.gandi.net/static/contracts/local/icann/fr/domain-name-dispute-resolution-policies.pdf>
<http://www.gandi.net/static/contracts/local/icann/fr/udrp.pdf>
<http://www.gandi.net/static/contracts/local/icann/fr/policy.pdf>
<http://www.gandi.net/static/contracts/local/icann/fr/uniform-rules.pdf>

You affirm to have read, understood, and agree to abide by these policies and rules, which are incorporated into Our Contract (hereafter referred to as the "UDRP Rules and Policies").

In application of the UDRP Rules and Policies, You specifically agree to accept that Gandi shall have influence over Your domain name in the event of a dispute regarding said domain name, and particularly in the application of a ruling issued by a Court, an arbitral Court or an ICANN-accredited administrative commission.

These UDRP Rules and Policies are applied by all ICANN-accredited Registrars in the event of a dispute regarding the registration and/or use of a domain name in any ICANN TLD. 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, and shall coexist with other policies and rules that are specific to certain TLDs as presented hereunder.

Section A13- Dispute resolution pertaining to the .BIZ TLD

In addition to the aforementioned UDRP procedure, ICANN has implemented additional special rules governing domain names registered under the .BIZ TLD:

- the "STOP" procedure
- the "RDRP" procedure.

"STOP" ("Start-Up Trademark Opposition Policy") Policy and Rules:

No UDRP (Section A12) or RDRP (cf. below) procedure may begin before the STOP procedure, which was implemented to resolve disputes between You and a third party in the event of an infringement of intellectual property rights. It is restricted to holders of intellectual rights having filed a complaint ("Neulevel Intellectual Property Claim Service") with the Registry, in the manner required by the Registry and as outlined at the following addresses:

<http://www.neulevel.biz/ardp/docs/stop.html>
(in particular <http://www.neulevel.biz/ardp/docs/stop.html#b>)
http://neulevel.biz/ardp/docs/ipclaims_service.pdf
http://neulevel.biz/stop_overview/stop_overview.html

Copies also available on Our Website:

<http://www.gandi.net/static/contracts/local/icann/en/stop.pdf>
http://www.gandi.net/static/contracts/local/icann/en/ipclaims_service.pdf
http://www.gandi.net/static/contracts/local/icann/en/stop_overview.pdf

"RDRP" ("Restrictions Dispute Resolution Policy") Policy and Rules:

This procedure applies to resolving disputes pertaining to the infringement of .BIZ special registration conditions (as outlined in section A3). Complaints filed by third parties will be considered on a case-by-case, fact specific basis, by an independent ICANN-accredited arbitral center. The RDRP procedure is outlined at the following addresses:

<http://www.neulevel.biz/ardp/docs/rdrp.html>

Copie also available on Our Website:

<http://www.gandi.net/static/contracts/local/icann/en/rdrp.pdf>

List of accredited arbitral centers: <http://www.icann.org/udrp/rdrp-providers.html>

You affirm to have read and understood, and agree to abide by these special .BIZ dispute resolution policies and rules.

Section A14- Dispute resolution pertaining to the .NAME TLD

In addition to the UDRP described above in Section A12, ICANN has implemented additional special rules that apply to domain names registered in the .NAME TLD. This Policy and procedural rules is named "**ERDRP**" ("Eligibility Requirements Dispute Resolution Policy").

The ERDRP procedure pertains to dispute resolution of .NAME special registration condition infringements (as described in section A4). Complaints filed by third parties will be considered on a case-by-case, fact specific basis, by an independent ICANN-accredited arbitral center. The ERDRP procedure is outlined at the following addresses:

<http://www.icann.org/udrp/erdrp-policy.html>

<http://www.icann.org/udrp/erdrp-rules.html>

<http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>

Copies also available on Our Website:

<http://www.gandi.net/static/contracts/local/icann/en/erdrp-policy.pdf>

<http://www.gandi.net/static/contracts/local/icann/en/erdrp-rules.pdf>

<http://www.gandi.net/static/contracts/local/icann/en/registry-agmt-appm-03jul01.pdf>

List of accredited arbitral centers: <http://www.icann.org/udrp/erdrp-providers.html>

You affirm to have read and understood, and agree to abide by these special .NAME TLD dispute resolution rules.

Section A15- Amendments to special conditions

Rules set forth by the Trustee authorities and Registries are subject to change. These amendments, bound to the naming system particular to .COM, .NET, .ORG, .BIZ, .INFO, and .NAME TLDs, are enforced by ICANN and the Registries in charge of said TLDs, and constitute modifications beyond Our control, which are imposed on both Us as well as You, and that We must include in Our Contract with You.

Modifications and successive versions shall be published on the websites of ICANN, the

respective Registries, and 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 Gandi's general terms and conditions for domain names (sections 6 and 15).

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