

## ANNEX .ES – SPECIAL CONDITIONS FOR THE .ES ccTLD

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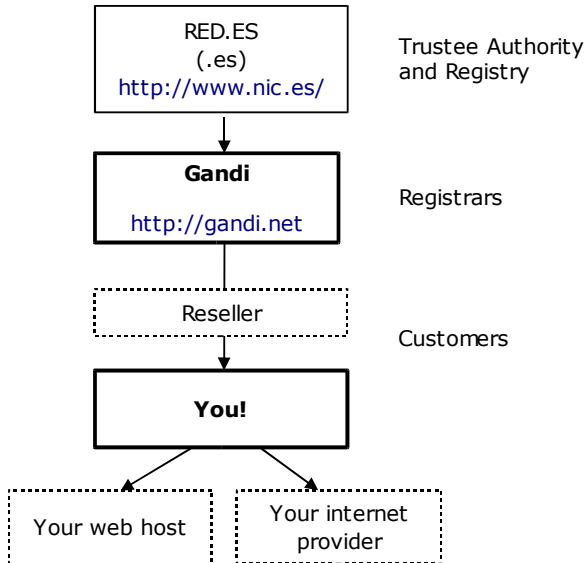
In addition to Gandi's [General Terms and Conditions](#) of Domain Name Registration, the registration and use of a .ES domain name implies the acceptance of and compliance to the present special conditions.

All Your legal information and contracts can be viewed at any time via Our [website](#). Capitalized terms have the definition attributed to them in our [General Terms and Conditions](#) of Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi. Your current contracts are freely available for viewing when You log into Your account at <http://www.gandi.net/admin/contracts/>.

### Section .ES.1. Trustee Authority and Registry

.ES is the official ccTLD of Spain.

The following diagram presents the various parties involved and the Trustee Authority for the .ES ccTLD. You can view the information and special rules of each party involved by clicking on the respective links.



### Section .ES.2. Registration terms and conditions

When You apply to register a .ES domain name, You acknowledge to have fully understood, and You agree to have full knowledge of and to abide by all the rules and specific conditions of .ES domain names, as defined by the Registry RED.ES, which may be viewed at the following addresses:

- <https://www.esnic.es/index.action>
- [https://www.nic.es/article/index.action?sec=270&request\\_locale=es](https://www.nic.es/article/index.action?sec=270&request_locale=es)
- [https://www.nic.es/article/index.action?sec=261&request\\_locale=en](https://www.nic.es/article/index.action?sec=261&request_locale=en)
- <https://www.nic.es/article/index.action?sec=292#Sintaxis>
- <https://www.nic.es/normativa/normas/normas.html>

These documents, which You acknowledge to have read and accepted via Our website, bind You to the .ES Registry. The present special conditions are not a substitute to these rules, which are incorporated by association and apply to both You and Gandi.

### Section .ES.3. Special requirements

.ES domains are open to all. As an exception to Our General Terms and Conditions of Domain Name Registration:

- the **registration term is one year**, renewable for an identical period,
- proofs of identity can be requested for any Contacts change.

The Registry reserves the right to delete a domain if the owner has no link with Spain, if the domain name corresponds to a last name other than the name of the owner, or if Your personal data is not complete and/or inaccurate.

If You register the domain as an individual, the administrative and owner contacts must be the same.

Some names are reserved:

<https://www.nic.es/article/index.action?sec=427>

If you want to use, for Your domain name, name servers (DNS) that contain the same domain name, you must specify the IP address (glue record).

In some cases, the Registry RED.ES will send You email:

- to confirm the creation of Your handle,
- 15 days before the Expiration (email sent to the administrative contact),
- to authorize a transfer (change of Registrar),
- to authorize an ownership change.

### Section .ES.4. Pricing

Our rates can be viewed at the following page:

<http://www.gandi.net/domain/price/detail/es/>

### Section .ES.5. Ownership Change

Changing the owner of a domain name does not change the Expiration date. An ownership change request must be initiated by postal mail and confirmed by email, in accordance with the process that is described on Our website or by Our Customer Service.

### Section .ES.6. Dispute resolution policy

The specific .ES domain name dispute resolution Policy is available at: [https://www.nic.es/article/index.action?sec=272&request\\_locale=en](https://www.nic.es/article/index.action?sec=272&request_locale=en)

The Registry has also set up a specific anti-phishing policy:

<https://www.esnic.es/antiphishing/article/1448>

### Section .ES.7. Transfer

The transfer (change of Registrar) must be ordered online, and authorized by the owner or the administrative contact within 10 days, by using this interface:

[https://www.nic.es/esnic/jsp/Login\\_UR.jsp](https://www.nic.es/esnic/jsp/Login_UR.jsp)

The authorization requires a password that can be recovered through the same interface.

It is technically possible to initiate a transfer near the Expiration date, but We advise You to start the transfer process at least one month before the Expiration date, as You must renew the domain name with the new Registrar, within the deadlines. **The transfer does not include any renewal** for a .ES domain name.

### Section .ES.8. Deletion process

Any anticipated deletion request must be confirmed by e-mail to the Registry, by You or by Your administrative contact.

It is possible to renew the domain name until the 15<sup>th</sup> day after the Expiration date. If the domain name is not renewed within this deadline, the Registry will place the domain name in quarantine (no restoration is possible), and will then delete the domain.

### **Section .ES.9. Personal data**

In application of Our contract with the Registry RED.ES, You acknowledge to have read and accepted the following clause:

*"Personal data provided by the applicant [You] will be released to the Public Corporate Entity RED.ES, web address [www.red.es](http://www.red.es). Said data's release is necessary in order to execute this contract. The applicant is obligated to maintain this data up-to-date via the established procedure as soon as any changes take effect.*

*When processing the applicant's personal data, the Entity [the Registry] will observe the stipulations of the Organic Law 15/1999 of December 13 on the Protection of Personal Data, and will continue to adhere to the law as amended. It will not use data for purposes other than those named either in this contract or in the legal stipulations for assigning names for ".es" domains. The applicant is hereby informed that assigning a name to a domain necessarily requires that the applicant's personal data is published in the Register of Names Database of ".es" domains [Whois database], which is accessible to the public over the internet. By signing [accepting] this document, the applicant consents to the*

*release and processing of said data, including the publication of the applicant's personal data in the Register of Names Data Base of ".es" domains.*

*Data may be accessed and corrected directly on Gandi's website [www.gandi.net](http://www.gandi.net). Any cancellation or objection to releasing data to RED.ES that must be processed in order to execute this contract may only be exercised in the event that the solicited name is also cancelled."*

### **Section ES.10. Registry's release from Liability**

In application of Our contract with the Registry RED.ES, You acknowledge to have read and accepted the following clause:

*"Gandi functions as an intermediary for assigning names to ".es" domains and has the sole and exclusive liability to fulfill the [Registrar's] obligations. In signing [by accepting] this contract, applicants [You] or beneficiaries of ".es" domains declare that they have been informed of this condition and expressly renounce undertaking any action or claim against RED.ES resulting from Gandi acting in breach of its obligations".*

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