ANNEX AFNIC – SPECIAL CONDITIONS FOR THE EXTENSIONS
.FR, .RE, .YT, .PM, .WF, .TF

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In addition to Gandi's General Terms and Conditions of Domain Name Registration, the registration and use of .FR, .RE, .YT, .PM, .WF and .TF (AFNIC extensions) domain names imply the acceptance of and compliance to the present special conditions.

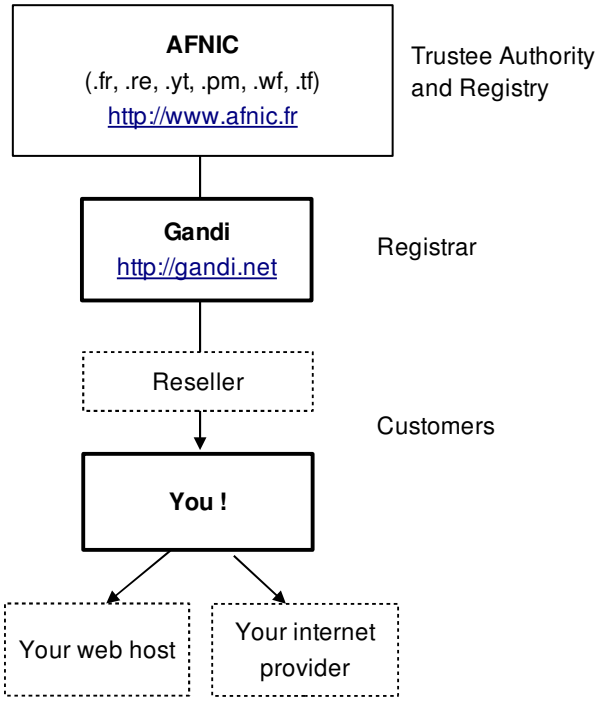
All Your legal information and contracts can be viewed at any time via Our website. Capitalized terms have the definition attributed to them in Our General Terms and Conditions of Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi. Your current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

Section .AFNIC.1. Trustee Authority and Registry

AFNIC is the Registry of the following extensions:

- .FR the official extension of France
- .RE the official extension of Reunion
- .YT the official extension of Mayotte
- .PM the official extension of Saint Pierre and Miquelon
- .WF the official extension of Wallis and Futuna
- .TF the official extension of French Southern Territories

The following diagram presents the parties involved and the Trustee Authority for the AFNIC extensions:



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

Section .AFNIC.2. Registration terms and conditions

When You apply to register a domain name under an AFNIC extension, 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 AFNIC extensions, as defined by AFNIC, which may be viewed at the following addresses:

- Naming Charter for AFNIC extensions: http://www.afnic.fr/en/ressources/reference/charters/naming-policy-in-effect-as-of-december-6th-2011-4.html
- Data publication and access policy: http://www.afnic.fr/en/ressources/reference/registry-policies/data-publication-and-acces-policy.html
- Dispute resolution policy: http://www.afnic.fr/en/ressources/reference/registry-policies/dispute-resolution-policy-3.html

These contracts are binding between You and AFNIC. 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.

You acknowledge, also, to have fully understood, and You agree to have full knowledge of and to abide by laws and regulations applicable to AFNIC extensions:

- Articles L45 to L45-8 of the French Electronic Communications and Telecommunications Act
- Articles R20-44-34 to R20-44-44 of the French Electronic Communications and Telecommunications Act

Section .AFNIC.3. Special requirements

Our special conditions for AFNIC extensions are available to the following addresses:

- .FR: http://www.gandi.net/domain/fr/info
- .RE: http://www.gandi.net/domain/re/info
- .YT: http://www.gandi.net/domain/yt/info
- .PM: http://www.gandi.net/domain/pm/info
- .WF: http://www.gandi.net/domain/wf/info
- .TF: http://www.gandi.net/domain/tf/info

Eligibility requirements

Extensions AFNIC are open to any individual residing and any legal entity having its headquarter or principal place of business:

- within the territory of one of the member states of the European Union,
- within the territory of the following countries: Iceland, Liechtenstein, Norway, Switzerland.

The same eligibility conditions apply to the administrative contact associated to Your domain name.

Some names and terms are subject to additional particular conditions and to prior review by AFNIC (Naming Charter Article 2.4):
- domain names previously reserved or prohibited (liste published by AFNIC) open to any applicant that **justify a legitimate right and act in good faith,**
- names such as *mairie*-name.extension, *ville*-name.estension, *agglo*-name.extension, *cc*-name.extension, *cg*-xx.extension, *cr*-name.extension subject to AFNIC naming conventions rules.

If Your eligibility or legitimate right can not be determined when considering the application, AFNIC may request You, through Us, additional documents that You must provide within the deadline given.

Specific eligibility rules for .GOUV.FR (Naming Charter Article 2.5): the .GOUV.FR extension is reserved to the French government, supporting documents are required.

Domain names prohibited to registration:
- reserved terms for AFNIC (Naming Charter Article 2.6),
- domain names containing two characters followed by two hyphens.

Administrative requirements

To be entitled to register a domain name under an AFNIC extension, You must provide and maintain accurate, reliable and up-to-date personal information for each contact associated to the domain name, failing this Your domain name can be deleted.

During the registration:
- individuals must, in more, indicate their date, city, department and country of birth,
- for legal persons providing a license number is optional, though it is strongly recommended for facilitate any verification by AFNIC.

AFNIC may perform verifications to ensure Your eligibility and/or reachability. So You must be able to provide, at any time and within the required deadlines, to Gandi as well to AFNIC, the documentary evidence relative to Your declared identity and Your declared contact data, and that can prove that You are entitled to register a domain name in an AFNIC extension.

Technical requirements

You must specify nameservers (DNS) that are correctly configured for the domain name that You intend to register, such that they pass the zone check of AFNIC:
http://www.afnic.fr/en/products-and-services/services/zonecheck

Financial conditions

The registration term of a domain name under an AFNIC extension is 1 year. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

Section .AFNIC.4. Pricing

Our prices can be viewed at:
http://www.gandi.net/domaine/prix/info

Section .AFNIC.5. Storage of contact information

You accept that AFNIC can access to Your personal data and display them in a public Whois database.

However, the personal data of the natural persons (individuals) will not be displayed in AFNIC public Whois database (default "restricted distribution" option).

The administrative contact will remain however reachable via an online AFNIC form:
http://www.afnic.fr/en/dispute-resolution/tools-and-procedures/reach-a-domain-name-administative-contact

It is also possible to request AFNIC to disclose the personal data, if this request is justified and accepted by AFNIC:
http://www.afnic.fr/en/dispute-resolution/tools-and-procedures/personal-data-disclosure-request-form-3.html

Section .AFNIC.6. Dispute resolution policies

In accordance with AFNIC dispute resolution policy, You agree fully abide by domain name dispute resolution policies adopted by AFNIC.

AFNIC has set forth a specific dispute resolution policy (Syreli) for AFNIC extensions that You agree fully abide by:

- Dispute resolution policy:
  https://www.afnic.fr/medias/documents/Reglement_du_systeme_de_resolution_de_litiges_VF.pdf
- Dispute resolution system:
  https://www.syreli.fr

Section .AFNIC.7. Actions by AFNIC

You expressly accept that AFNIC can suspend or delete Your domain name if it does not comply with the AFNIC Rules, and in particular in the following cases:

- domain name with invalid nameservers (DNS): domain deactivated during 30 days, and then deleted by AFNIC,
- **invalid or non-compliant personal data, or non-compliance with eligibility requirement**: if the owner substantiation process (Naming Charter Article 3.2) fails, all the domain names associated with this owner will be deactivated during 30 days, and then deleted by AFNIC, and

You will lose any and all rights on these domain names, with no right to any refund or indemnity,

- in application of a ruling made by a Court or by an arbitration panel, or if You do not comply with AFNIC Naming Charter, that You agree to have full knowledge of and to abide by.

According to the contracts that bind You to AFNIC, and as We are a technical third party, We have no control on these interventions carried out by AFNIC.

In the same way, any breach of AFNIC rules can lead to the domain name deactivation or deletion by AFNIC. You expressly agree that neither Our liability nor that of AFNIC shall be engaged under the above circumstances. Additionally, You shall if necessary be liable to pay compensation for damages resulting from the any infringement of the terms of the Contract, in addition to the sentence for which You shall be condemned as a result of the infringement of current applicable laws and regulations.

Section .AFNIC.8. Transfer (change of Regisrar)

The specific transfer rules can be viewed at:
http://www.afnic.fr/en/your-name-in-fr/using-your-fr/changing-registrars-2.html

The process is started on Our Interface. Before requesting the transfer of the domain, please be sure that You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name does not expire soon (We recommend that you start the transfer request at least one month prior to its Expiration).

A transfer usually last 8 days, but it can be speed up, or delayed (particularly if the losing Registrar denies the transfer request, then the transfer can last 21 days).

According to the technical rules of AFNIC, it is not possible to set a Transfer prohibited status on a domain name under an AFNIC extension, to avoid any transfer request. Transfers security is exclusively insured by the fact to have the authorization code.

The transfer to Gandi does not include any renewal. The creation date is reset by AFNIC, and any remaining period is lost.

Section .AFNIC.9. Ownership change

The specific owner change rules can be viewed at:
http://www.afnic.fr/en/your-name-in-fr/using-your-fr/selling-or-transferring-your-domain-name-2.html

The ownership change (or “Trade”), including or not a change of Registrar, is subject to the explicit agreement of the former owner and the new owner.

The process must be initiated at Registrar that was chosen by the new owner. The Registrar sends the request to AFNIC, which contacts both parties (the new owner and You) by e-mail. You have 8 days to authorize the ownership change, in accordance with the methods specified in AFNIC's e-mail. If You exceed the deadlines, or if You have difficulties with the authorizations by email, You can authorize the change with a paper form (called “DOA”) within an additional deadline of 7 days, that must be requested at the Registrar in charge of the order.

If You and/or the new owner deny the owner change request, or do not authorize it within the deadlines, the ownership change request will fail, and You will not be entitled to any refund or indemnity, except in some particular cases (please contact Our customer service department).

The owner change of a domain name subject to prior review can only occur after the new owner has obtain AFNIC authorization under the same conditions than for a registration.

Once the ownership change is successfully completed, the creation date is reset by the AFNIC, and any remaining period is lost and not refunded.

Section .AFNIC.10. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 28 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then, the domain name is placed in Quarantine status and can be restored, in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department. The length of the Quarantine period is 30 calendar days.

If the domain is neither renewed nor restored within these deadlines, the Registry will delete the domain name, which will become available for registration on a “first come first served” basis.

Annex: AFNIC Naming Charter

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