ANNEX .NZ - SPECIAL CONDITIONS FOR THE ccTLDs
.CO.NZ, NET.NZ and .ORG.NZ

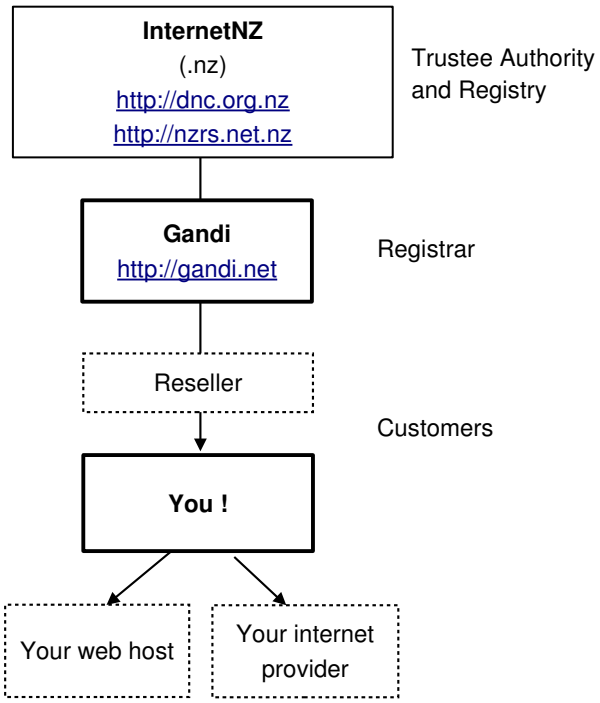
version 1.0 – January the 3rd, 2012

In addition to Gandi's General Service Conditions and General Terms and Conditions of Domain Name Registration, the registration and use of a domain name in the .NZ zone implies the acceptance of and compliance to the present special conditions contained herein. In case of conflict, the terms and conditions established in the present Special Conditions shall prevail over Gandi's General Service Conditions and General Terms and Conditions of Domain Name Registration, when registering a domain name in the .NZ zone.

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 registrant 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 .NZ.1. Trustee authority and Registry

.NZ is the official country code Top-Level-Domain (ccTLD) of New Zealand. The following diagram presents the various parties involved and the Trustee Authority for the .NZ TLD:



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

Section .NZ.2. Registration terms and conditions

When You apply to register a domain name in the .NZ zone, You acknowledge that You have fully understood, and that You certify to have full knowledge of and that You agree to abide by all the rules and specific conditions of domain names in the .NZ zone, as defined by InternetNZ, and which may be viewed at the following pages:

- .nz Policies and Procedures: http://dnc.org.nz/story/summary-list-all-nz-policies-and-procedures

In particular:

- Registrant Agreement Core Terms and Conditions: http://dnc.org.nz/content/registrant_core_terms_and_conditions.pdf
- Roles and Responsibilities: http://dnc.org.nz/content/roles_and_responsibilities.pdf
- Registering, Managing and Canceling domain names: http://www.dnc.org.nz/content/registering_managing_cancelling.pdf
- Privacy policy: http://dnc.org.nz/content/privacy_policy.pdf
- WHOIS server policy: http://dnc.org.nz/content/whois.pdf

These contracts are binding between You and the .NZ Registry. The special conditions contained herein do not replace these Rules, but rather form part of them. You acknowledge to have fully understood and accepted these Rules on Our Website.

Section .NZ.3. Special requirements

.NZ domain names are available only on third level. Gandi provides domain names under the subdomains **.CO.NZ, .NET.NZ and .ORG.NZ**.

.CO.NZ, .NET.NZ and .ORG.NZ special requirements are available at:
http://www.gandi.net/domain/nz/info

.CO.NZ, .NET.NZ and .ORG.NZ domain names are open to any identifiable individuals over 18 years of age or properly constituted organisations.

The Registry strongly encourages You to register Your domain name under the third level category that most appropriately describes Your community of interest, to prevent any confusion.

Section .NZ.4. Gandi's Commitments

We commit Ourselves to:

- comply with all .NZ policies and accurately represent these to You,
- disclose accurately and completely all Our terms and conditions associated with Your use of Our services, including price and billing information,
- comply with Your lawful requests in a diligent and timely manner regarding Your .NZ domain name, (for example, registration, change, deletion, and associated technical support and billing),
- process any new .NZ domain name registrations with the .NZ Registry on receipt of all the information required and of the full payment, at the latest 7 business days following the receipt of the full payment,
- notify You of the registration of Your domain name, including the details of: the domain name, Our contact details as Registrar, Your contact details provided as domain name holder, the registration period, Your Unique Domain Authentication ID (UDAI), and Your obligations as holder of a .NZ domain name,
- allow You to correct and up date Your personal information associated to Your domain name Yourself, online via Your Gandi account. Your modifications will be automatically up dated in the Register,
- provide You Your Unique Domain Authentication ID (UDAI) online via Your Gandi account at any time and for no charge,
- use Your personal information only as authorized by You and according to Our Contracts,
- take all reasonable steps to safeguard and protect all information about You stored in Our databases and system,
- comply with any order of any authority having jurisdiction regarding any domain name registered to You,
- use Our best effort to deal with any complaints You may have about the services We provide for You.

Section .NZ.5. Your Commitments

By registering a domain name in the .NZ zone, You agree and accept that You must:

- comply with all .NZ policies,
- provide and maintain accurate, complete, reliable and up-to-date personal contact information, failing this Your domain name can be cancelled,
- have the authority to enter into this contract and You are more than 18 years old if registering as an individual,
- keep Your Unique Domain Authentication ID (UDAI) and any other security information (for example: the password associated to Your Gandi Handle) confidential, safe and secure,
- use Our services only for a lawful purpose,
- ensure that the use of Your domain name does not interfere with other users of the Internet,
- satisfy Yourself that the use of Your domain name will not infringe on anyone's intellectual property rights and protect Us, and everyone We are in any business relationship with to provide services to You, from any such claim,
- comply with any order of any authority having jurisdiction regarding Your domain name,
- protect Us, and everybody We have a business relationship with, to provide services to You, from any claim arising out of the domain name being registered by You or in Your name,
- protect Us, and everyone We have a business relationship with, against any legal action taken against Us because of the receipt or use of Our services by You or someone You are responsible for, including reliance by Us or anybody We have a business relationship with, on information supplied by You.

You agree to make sure everyone You are responsible for or who uses a domain name registered to You also meets the above duties.

You are responsible for everyone who You permit to act for You as a registrant. We will take reasonable care to satisfy Ourself that You have permitted those persons to act for You.

Section .NZ.6. Registration of a domain name in the .NZ zone

A domain name is registered in Your name only because no other person has it according to the Whois database.

When a domain name in the .NZ zone is registered to You, or in Your name as directed by You, then You agree and accept that:

- the .NZ Registry access Your personal contact information and display it in the public Whois database,
- the following information becomes available to any member of the public: Your name, Your contact details, the domain name, its registration and expiry dates and addresses/details of the name servers for it, and Our name as Registrar,
- for all purposes the details shown in the Register shall be treated as correct and the authoritative record,
- neither We nor anybody else is representing anything else to anybody regarding Your domain name. The entry of a domain name in the Whois database shall not be taken as evidence of anything other than such registration,
- You do not acquire property rights of the domain name registered but rather that You are granted user rights of the domain name.

Section .NZ.7. Payment of Fees

The registration term is from 1 to 10 years, to avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

You agree to pay for the services We provide for You.

If You transfer Your domain name to another registrant or to be managed by another Registrar, all charges owed to Us shall become immediately due and payable on the date of that transfer.

Our prices can be viewed at:
https://www.gandi.net/domain/price/detail/nz

We will tell You before any additional charge is incurred.

We may alter Our fees from time to time, with prior information 30 days before the new fees take effect.

If You do not pay Our charges for Your domain name We may cancel Your domain name or refuse to provide a service You request. We will give You 14 days notice before We initiate action to cancel Your domain name.

Section .NZ.8. Dispute resolution policy

The .NZ Registry has set forth specific Alternative Dispute Resolution Policy for domain names in the .NZ zone that You agree fully abide by:

- Dispute Resolution Service: http://dnc.org.nz/content/dispute_resolution_service.pdf
- Dispute and Complaints process: http://dnc.org.nz/content/dispute_and_complaint.pdf
- Investigations and Inquiries process: http://dnc.org.nz/content/investigation_and_inquiry.pdf

Section .NZ.9. Transfer (change of Registrar)

The specific transfer rules can be viewed at: http://dnc.org.nz/content/transfer_registrar.pdf

The process is started on Our Interface. Before requesting the transfer of the domain, please be sure that You have the Unique Domain Authentication ID (UDAI) (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),
- was created and renewed at least 5 days prior to the request.

The transfer's completion requires Your confirmation (by e-mail).

The transfer of a .NZ domain name does not change the domain's Expiration date.

Section .NZ.10. Registrant change

The registrant change can be done through a fax-based process (Gandi form and proofs of identity).

The registrant change of a .NZ domain name does not change the domain's Expiration date.

Section .NZ.11. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 4 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 (Pending Release) 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 90 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.

Section .NZ.12. Gandi exclusion and limitation of Liability

Exclusion of Liability

In accordance with the Registry rules, We exclude all liability We may have to You for any claim except where We may have acted in bad faith.

This exclusion also applies for the benefit of:
- InternetNZ and any other entity We are in any business relationship with,
- every officer, employee, contractor, agent of Us or any entity mentioned above,
- anyone else We get to perform Our duties under any contract You have with Us.

None of the persons specified above is liable or has to pay You for anything else in connection with or resulting from anything any of Us does or does not do, or delays in doing, whether or not it is contemplated or authorized by any contract You have with Us.

This exclusion applies whatever You are claiming for and in whatever way liability might arise.

This exclusion does not prevent You getting a court order requiring Us to do anything We have agreed to do for You and does not limit any rights You may have under the New Zealand Consumer Guarantees Act 1993.

Limitation of Our Liability

In accordance with the Registry rules, We have excluded all other liability We or any of the persons specified above may have to You. If any of those persons is ever liable to You and, for any reason, cannot rely on the exclusion of liability then this clause applies.

Where this clause applies, the maximum combined amount the persons specified above (together) will have to pay You and anyone else who uses the services We provide for You (together) is the amount of the last month's fee paid by You under this contract.

Section .NZ.13. Cancelling the Agreement

We may cancel or suspend this agreement by giving You one month notice.

The canceling of this contract does not affect any rights and responsibilities, which are intended to continue or come into force afterwards. These include the rights and duties under the clauses 5, 6, 7, 12, 13, 14 and 15.

Section .NZ.14. Each Clause Separately Binding

Each clause of this contract is separately binding.

If for any reason We, You, or any of the persons specified in Section 12 cannot rely on any clause, all other clauses of it are binding.

Section .NZ.15. Law and Jurisdiction

Unless We otherwise agree in writing, this contract contains all the terms of special conditions for domain name in the .NZ zone and continues to apply no matter where You are located at the time any of the services are provided or where You reside. This will be the case until this agreement is canceled except to the extent Section 13.

In accordance with the Registry rules and to the extent legally permitted:

- all Our services are provided under New Zealand law,
- any claim or dispute arising out of or in connection with this agreement must be instituted within 60 days from the date the relevant service was supplied to You,
- except as otherwise stated, You may take action against Gandi only in a New Zealand court,
- where You or any registrant for whom You act, supplies incorrect information regarding a domain name and We incur cost in any matter concerning that name then We may recover the costs incurred by Us from You.

-end of annex .NZ-