ANNEX .SX - SPECIAL CONDITIONS FOR THE .SX ccTLD

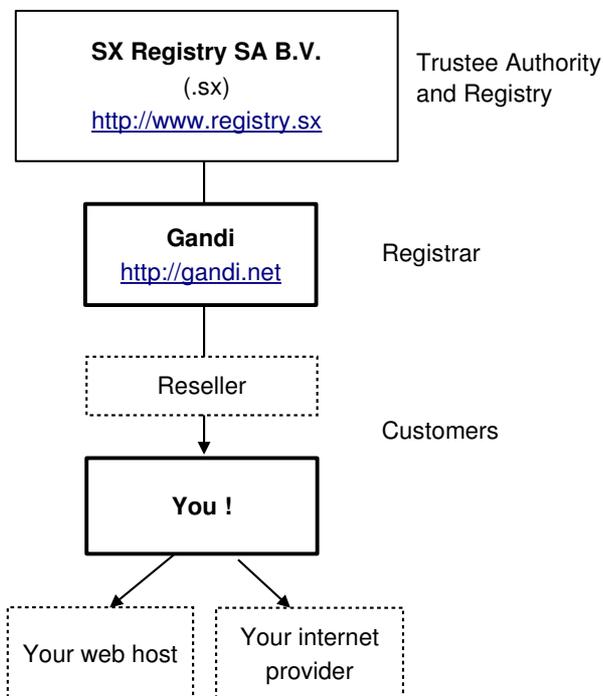*version 1.0 – November the 6th, 2012*

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .SX 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 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 .SX.1. Trustee authority and Registry

.SX is the official country code Top-Level-Domain (ccTLD) of Sint Maarten (the Dutch side of the island of Saint Martin). The following diagram presents the various parties involved and the Trustee Authority for the .SX TLD:

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

Section .SX.2. Registration terms and conditions

When You apply to register a .SX domain name, 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 .SX domain names, as defined by SX Registry and which may be viewed at the following page:

• General registration Policies, Terms and Conditions:
  http://www.registry.sx/inc/pdfs/SX_Policies_172.pdf

These contracts are binding between You and the .SX 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 .SX.3. Special requirements

.SX special requirements are available at:
http://www.gandi.net/domain/sx/info

.SX domain names are open to anyone.

To register a .SX domain name, You must agree to the following conditions:

• 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**,
• provide and maintain accurate, reliable and up-to-date personal contact information, failing this the .SX Registry can delete Your domain name,
• some words are reserved or prohibited: http://www.registry.sx/inc/pdfs/SX_Policies_172.pdf (5.4),
• names containing two characters followed by two hyphens are not allowed.

Section .SX.4. Pricing

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

Section .SX.5. Storage of contact information

You accept that the .SX Registry can access Your personal contact information and display it in the public Whois database.

Section .SX.6. Dispute resolution policy

The .SX Registry has adopted the ICANN Uniform Dispute Resolution Policy (UDRP) for .SX domains, that You agree fully abide by:
• http://www.registry.sx/inc/pdfs/UDRP.pdf

You may view general documentation on the UDRP procedure at the following addresses:

- ICANN domain name dispute resolution policies:
  http://www.icann.org/udrp/
- explanations:
  http://www.icann.org/en/udrp/udrp.htm
- Policy:
  http://www.icann.org/en/dndr/udrp/policy.htm
- Rules:
  http://www.icann.org/dndr/udrp/uniform-rules.htm
- Dispute Resolution Service Providers:
  http://www.adr.eu/

The .SX Registry has also set forth a rapid suspension policy (URS) that You agree fully abide by:
- http://www.registry.sx/inc/pdfs/draft-urs-redline-15apr11-en(2).pdf

Section .SX.7. Transfer (change of Registrar)

Contact Our customer service department.

Section .SX.8. Ownership change

Contact Our customer service department.

Section .SX.9. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 44 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 shall place the domain on "Pending Delete" status for several days, and then delete the domain name, which will become available for registration under the "first-come first-served" basis.

Section .SX.10. Your obligations, responsabilities and warranties

By making a registration request of a .SX domain name, You represent and warrant that:
- Your registration application contains true, accurate and up-to-date information and is made in good faith, for a lawful purpose and does not infringe the rights of any third party,
- Your registration application is not submitted and Your domain name will not be used for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices,
- Your domain name will not be knowingly used in violation of

any applicable laws or regulations, including right of third parties,
- You will keep the Whois information related to Your domain name accurate and up-to-date at all times, both with Gandi and the .SX Registry,
- You will participate in good faith in any proceeding established by the Registry commenced by or against You.

You commit Yourself to follow the latest version of the .SX Charter as published or will be published on the Registry website and in particular:
- follow operational standards, policies, procedures, and practices in effect related to .SX established by the .SX Registry applicable to all Registrars and/or holders of .SX domain names,
- consent to the use and other processing of Your personal data by the .SX Registry in accordance with the Registry rules and the rules and law applicable regarding the protection of personal data and privacy,
- agree to be bound by the .SX Charter, including without limitation rules governing the general registration procedure and the premium domain names allocation process,
- acknowledge that the .SX Registry has no liability of any kind for any loss or consequence resulting from the general registration procedure and the premium domain names allocation procedure including, without limitation, Your ability or inability to obtain a domain name.

In any case, You commit Yourself to hold harmless the .SX Registry, its shareholders, directors, employees, members and subcontractors, from claims filed or disputes initiated by third parties related to the registration or use of Your domain name, as well as compensate them for any cost, expenses incurred or damages arising out these actions.

Section .SX.11. Actions by the Registry

You expressly acknowledge and accept that the .SX Registry shall be entitled (but not obliged) to reject a registration application, or delete or transmit a domain name:
- that does not contain complete and accurate information as required by the Registry, or is not in compliance with the any other Registry rules,
- to protect the integrity and stability of the Registry system, and/or the operations and/or the management of the .SX extension,
- in order to comply with applicable laws, regulations, policies or decrees, and/or any decision of a competent court or administrative authority and/or any dispute resolution service established by the Registry,
- to avoid any liability on behalf of the Registry, its affiliates, directors, officers, employees, subcontractors and/or agents,
- following a reconsideration proceeding of an application made in Sunrise period.

The Registry shall be entitled to suspend or delete any domain name in case of non-compliance or violation of the Registry rules and in particular Your representations and warranties.

-end of annex .SX-