

## ANNEX US – SPECIAL CONDITIONS FOR THE .US TLD

version n°0.95 du 01/05/2007

In addition to Gandi's general terms and conditions of domain name registration, the registration and use of a .US domain name implies the acceptance of and compliance to the present special conditions.

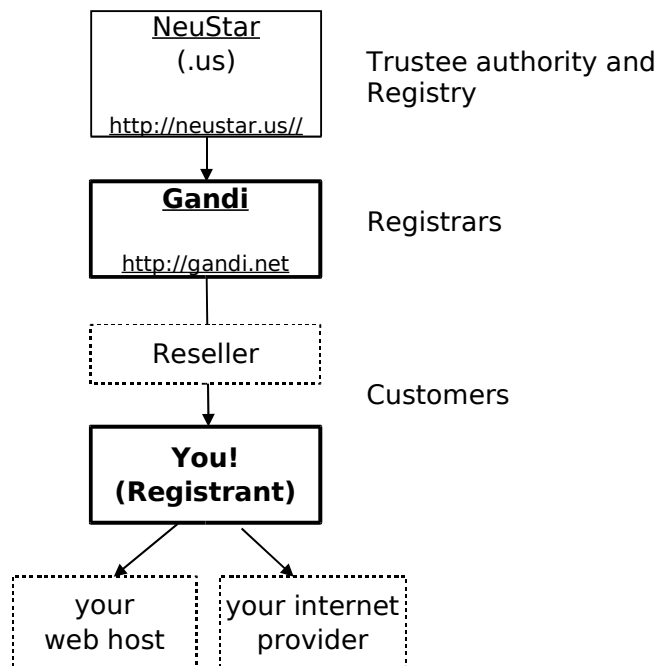
All Gandi's legal and contractual information, as well as definitions, are available for viewing at all hours on Our Website's Main Page. Terms used in the following special conditions that begin with an upper-case letter have the definition attributed to them in Gandi's general terms and conditions of domain name registration, 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 US.1- Trustee authority and Registry**

The following diagram presents the various parties involved and the Trustee Authority for the .US TLD:



### **Section US.2- Registration terms and conditions**

When You apply to register a .US domain name, You acknowledge to have fully understood, and You agree to fully abide by all the rules and specific conditions pertaining to the registration of .US domain names, as defined by NeuStar at <http://neustar.us/policies/index.html>, and in particular those the following Policies::

- usTLD Nexus Requirements:  
<[http://www.neustar.us/policies/docs/ustld\\_nexus\\_requirements.pdf](http://www.neustar.us/policies/docs/ustld_nexus_requirements.pdf)>
- .US Domain Name Registration Terms and Conditions:  
<[http://www.neustar.us/policies/docs/neustar\\_registrar\\_terms.pdf](http://www.neustar.us/policies/docs/neustar_registrar_terms.pdf)>

- Registration Review Policy  
<[http://neustar.us/policies/docs/Policy\\_Statement\\_usTLD\\_Admin.pdf](http://neustar.us/policies/docs/Policy_Statement_usTLD_Admin.pdf)>
- usTLD Dispute Resolution Policy and Rules:  
<<http://neustar.us/policies/docs/usdrp.pdf>>
- Nexus Dispute Policy and Rules:  
<[http://neustar.us/policies/docs/nexus\\_dispute\\_policy.pdf](http://neustar.us/policies/docs/nexus_dispute_policy.pdf)>

These contracts (hereafter referred to as "NeuStar Rules") bind You to the NeuStar Registry. 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.

In accordance with NeuStar Rules, only those individuals or organizations that have a real and substantive lawful connection to the United States of America are permitted to register .us domain names. Registrants in the .usTLD must meet the [nexus requirements](#), on a "first-come, first-served" basis.

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

- You have and shall continue to have, a bona fide presence in the United States on the basis of real and substantial lawful contacts with, or lawful activities in, the United States as defined in Section 2 herein above;
- The listed name servers are located within the United States
- The data provided in the domain name registration application is true, correct, up to date and complete, and that you will continue to keep all of the information provided correct, up-to-date and complete.
- Neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party.
- The domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.
- You have the authority to enter into this Registration Agreement.

### **Section US.3- Transfer to Gandi**

The transfer of a domain name registered in .US from another Registrar to Gandi (incoming transfer) is subject to special conditions as indicated on Our interface during Your transfer request, and to the following additional conditions:

<<http://www.neustar.us/policies/docs/USTransferPolicy.pdf>>

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.
- No transfer may occur within sixty (60) days after being transferred (apart from being transferred back to the original Registrar in cases where both Registrars so agree and/or where a decision in the dispute resolution process so directs).
- 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 the unique 'AuthInfo' code, 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.
- 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 US.4- Lock**

You may use Our Lock service that prevents Your domain from transfer to another Registrar. In accordance with NeuStar transfer rules, this lock service is offered as an option, and may be enabled or disabled on Our Website.

#### **Section US.5- 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 US.6- Restoration**

If Your usTLD domain name 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).

### **Section US.7- 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 Registry, recorded in their databases, and published in the public Whois directory.

According to Section 7 of the [.US Domain Name Registration Terms and Conditions](#), You understand and agree that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all data that You have provided. « Data » means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

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

## **DOMAIN NAME DISPUTES**

### **Section US.8- usDRP: [United States Dispute Resolution Policy](#)**

As indicated in Gandi's general terms and conditions for domain names (Section 17), NeuStar has implemented a « [United States Dispute Resolution Policy -usDRP](#) », pertaining to disputes regarding the registration and/or use of a domain name in the .us TLD. The Policy and its corresponding Rules are available at these addresses:

[usTLD Dispute Resolution Policy and Rules](http://neustar.us/policies/docs/usdrp.pdf)  
<<http://neustar.us/policies/docs/usdrp.pdf>>

[List of Approved .US Dispute Resolution Service Providers](http://neustar.us/policies/dispute_providers.html)  
<[http://neustar.us/policies/dispute\\_providers.html](http://neustar.us/policies/dispute_providers.html)>

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 "usDRP Rules and Policies").

In application of the usDRP 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 by a panel appointed by a NeuStar's approved dispute-resolution service provider.

These usDRP Rules and Policies are applied by all NeuStar-accredited Registrars . 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 the .us Nexus requirements (section E11).

### **Section US.9- Nexus dispute policy and rules**

In addition to the usDRP described above, NeuStar has implemented additional special rules that apply to domain names registered in the .us TLD. This policy, named "Nexus Dispute Policy and Rules", pertains to non compliance with .us Nexus Requirements, and is outlined at the following address:

[Nexus Dispute Policy and Rules](http://neustar.us/policies/docs/nexus_dispute_policy.pdf)  
<[http://neustar.us/policies/docs/nexus\\_dispute\\_policy.pdf](http://neustar.us/policies/docs/nexus_dispute_policy.pdf)>

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

### **Section US.10- Amendments to special conditions**

Rules set forth by the Trustee authorities and Registry are subject to change. These amendments, bound to the naming system particular to usTLDs, are enforced by NeuStar 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 NeuStar and Gandi's websites. 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 terms and conditions for domain names (sections 6 and 15).

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