

ANNEX .BIZ - SPECIAL CONDITIONS FOR THE .BIZ gTLD

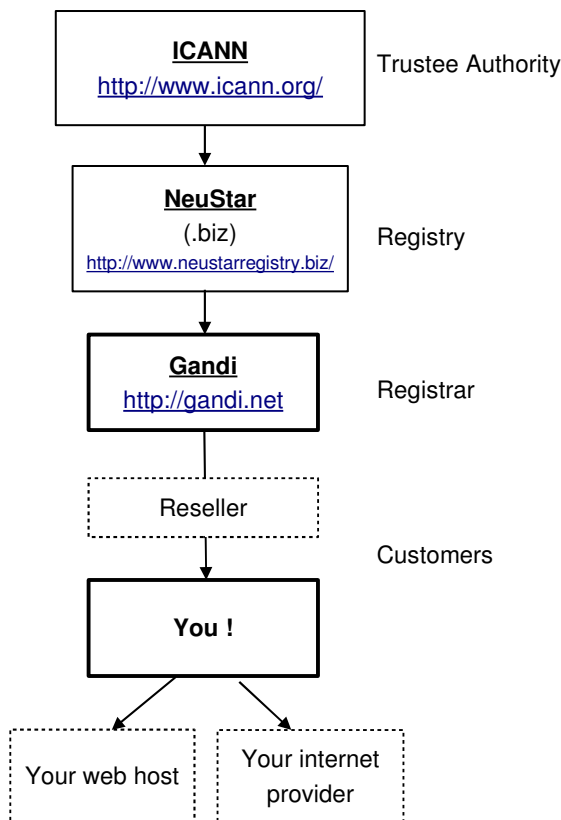
version 2.0 – August the 17th, 2010

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .BIZ 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 .BIZ.1. Trustee authority and Registry

.BIZ is a gTLD for "Business" sites. The following diagram presents the various parties involved and the Trustee Authority for the .BIZ TLD:



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

Section .BIZ.2. Registration terms and conditions

When You apply to register a .BIZ 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 .BIZ domain names, as defined by ICANN and NeuStar, and which may be viewed at the following page:

- Registry Agreement: <http://www.icann.org/en/tlds/agreements/biz/>

These contracts bind You to ICANN and NeuStar. 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 .BIZ.3. Special requirements

.BIZ special requirements are available at: <http://www.gandi.net/domain/biz/info>

.BIZ domain names are open to anyone, if You use it for bona fide business or commercial purposes.

The registration of a .BIZ domain name shall be subject to the following restrictions set forth by ICANN, that You affirm to have read, understood, and agree to abide by:

<http://www.icann.org/en/tlds/agreements/biz/appendix-11-08dec06.htm>

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

- registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes, and not exclusively for personal non-commercial purposes;
- the domain name may not be registered solely for the purposes of selling, trading or leasing the domain name for compensation, or the unsolicited offering to sell, trade or lease the domain name for compensation;
- the domain name is, at the time of registration, reasonably associated with Your business activity, or You intend to use it for business;
- Your domain name does not infringe or will not infringe on the special conditions of this TLD.

We do not and shall not verify beforehand whether or not a .BIZ domain name is used in accordance with the aforementioned restrictions. The fact that You may register Your domain name via Our service does not presuppose that You have abided by these conditions; Gandi cannot be held liable for any consequences thereof.

No alleged infringement of these restrictions shall be directly rectified either by Gandi or the Registry. Rather, they may be

sanctioned through the "RDRP" process, which is the special policy governing such disputes, such as described below in Section 6, that You agree to fully comply with.

To register for a .BIZ domain name, You must adhere 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**;
- You must provide and maintain accurate, reliable, and up-to-date personal contact information;
- some words are reserved or prohibited:
<http://www.icann.org/tlds/agreements/biz/appendix-06-19jun09.htm>;
- names containing two characters followed by two hyphens are not allowed.

Section .BIZ.4. Pricing

Our prices can be viewed on:

<https://www.gandi.net/domain/price/detail/biz/>

Section .BIZ.5. Storage of contact information

In application of ICANN contracts, all personal and technical information associated with the registration of Your domain name is recorded and made available to ICANN and IRON MOUNTAIN (ICANN's designated Registrar Data Escrow agent), in addition to messages pertaining to each registration or modification, during the entire duration of the registration of the domain name, plus the three following years.

You accept that ICANN et NeuStar can access to Your personal data and display them in a public [Whois](#) database.

Section .BIZ.6. Dispute resolution policy

NeuStar has adopted the ICANN Uniform Dispute Resolution Policy (UDRP) for .BIZ domains, that You agree fully abide by. 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.icann.org/en/dndr/udrp/approved-providers.htm>
- WIPO: <http://www.wipo.int/amc/en/domains/gtld/biz/index.html>

In addition, ICANN has implemented additional special rules to resolving disputes pertaining to the infringement of .BIZ special registration conditions, the "RDRP" (Restrictions Dispute

Resolution Policy). NeuStar has adopted these rules for .BIZ domains, that You agree fully abide by:

- RDRP Rules: <http://www.icann.org/udrp/rdrp-policy.html>
- Supplemental RDRP Rules:
<http://www.icann.org/udrp/rdrp-rules.html>
- Dispute Resolution Service Providers:
<http://www.icann.org/udrp/rdrp-providers.html>
- WIPO: <http://www.wipo.int/amc/en/domains/gtld/biz/index.html>

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

The specific transfer rules can be viewed at:

<http://www.icann.org/en/transfers/policy-en.htm>

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 have a TransferProhibited status;
- does not expire soon (We recommend to start the transfer request at least one month before Expiration);
- was created at least 60 days prior to the request, and/or transferred at least 60 days prior to the request.

The transfer's completion requires your confirmation by e-mail.

Upon successfully transferring a domain, the registration period is extended by one year.

Section .BIZ.8. Ownership change

The process is started on Our Interface. The owner change's completion requires the confirmation of the two parties by e-mail.

The owner change of a .BIZ domain name does not change the domain's Expiration date.

Section .BIZ.9. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 30 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 on 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.

-end of annex .BIZ-