

ANNEX .PRO - SPECIAL CONDITIONS FOR THE .PRO TLD

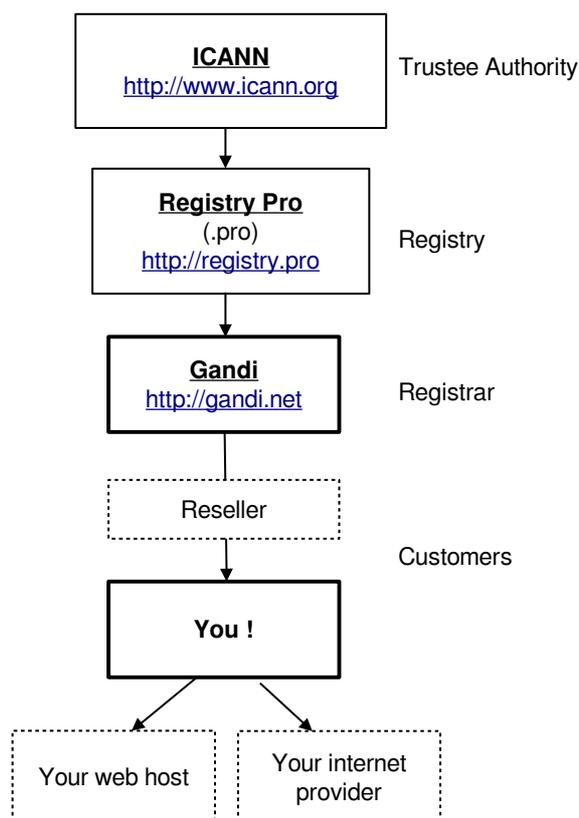
version 3.4 – January the 8th, 2016

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

.PRO is the official Top-Level-Domain (TLD) for professionals. The following diagram presents the various parties involved and the Trustee Authority for the .PRO TLD:



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

Section .PRO.2. Registration terms and conditions

When You apply to register a .PRO 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 .PRO domain names, as defined by ICANN and Registry Pro, and which may be viewed at the following pages:

- Eligibility conditions: <http://registry.pro/pro/eligibility>
- .PRO End User Terms Of Use: <http://registry.pro/legal/user-terms>
- Privacy Policy: <http://registry.pro/legal/privacy>
- ICANN Consensus Policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to ICANN and the .PRO 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.

The contract between ICANN and the .PRO Registry is available at the following address:

<https://www.icann.org/resources/agreement/pro-2015-10-01-en>

Section .PRO.3. Special requirements

.PRO domain names are open to everyone.

To register for a .PRO 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 .PRO Registry can delete Your domain name,
- all one-character, two-character, and three-character domains are reserved, as well as ICANN-reserved names: <http://www.icann.org/en/tlds/agreements/pro-pro-appendix-6-22apr10-en.htm>,
- You agree not to make any representation to any person or entity that expressly or impliedly convey that the registration of the domain name signifies that You possess any general or specific professional qualifications, including, but not limited to, professional qualifications in a particular field,
- You certify that You have the authority to enter into this contract.

Gandi provides **.Pro Second-Level Resolving** domain names to registrants that meet the following criteria:

Gandi does not provide third-level Professional-Specific domains (such as yourcompany.med.pro) and .Pro Defensive registrations.

Section .PRO.4. Pricing

Our prices can be viewed on:

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

Section .PRO.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 two following years.

You accept that .PRO Registry can access Your personal contact information and display it in a public [Whois](#) database.

However You consent to the use, copying, distribution, publication, modification and other processing of this data by the Registry and its designees and agents according to Registry privacy policy.

Section .PRO.6. Dispute resolution policy

The .PRO Registry has adopted the ICANN Uniform Dispute Resolution Policy (UDRP) for .PRO domains, that You agree fully abide by:

<http://www.registry.pro/legal/dispute-resolution>

as well as the URS procedure to which You acknowledge and agree to submit Yourself to any proceedings commenced.

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/dndr/udrp/approved-providers.htm>
- Uniform Rapid Suspension:
<https://www.icann.org/resources/pages/help/dndr/udrp-en>

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

The specific transfer rules can be viewed at:

<http://registry.pro/legal/transfer>

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 starting the transfer process at least 1 month prior to the domain's expiration date),
- was created at least 60 days prior to the request, 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 .PRO.8. Ownership change

The owner change process requires paper forms (Gandi's owner change form and proofs of identity).

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

Section .PRO.9. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 45 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 .PRO.10. Registrant representations and guarantees

You also acknowledge to comply with each of the following requirements:

-ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time

-operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of the Registry, and consistent with ICANN's standards, policies, procedures, and practices and the Registry agreement. Additional or revised Registry operational standards, policies, procedures and practices for the Registry TLD shall be effective upon thirty days notice by the Registry to Registrar. If there is a discrepancy between the terms required by the RRA and this agreement, the terms of the RRA shall supercede those of the registration agreement.

-public interests commitments (as set forth in specification 11 to the Registry Agreement, as amended from time to time), community registration policies (if applicable, as set forth in Specification 12 to the Registry agreement, as amended from time to time) and Government Advisory Committee (GAC) safeguards.

You are required to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

Moreover, if You collect and maintain sensitive health and financial data, You commit Yourself to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

In addition, You agree to immediately correct and update the registration information for Your domain name during the registration term for the said domain name.

In any case, You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

You acknowledge and agree to indemnify, defend and hold harmless the Registry and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your domain name registration. This indemnification obligation survives the termination or expiration of this agreement.

Section .PRO.11. Exclusion of liability and actions of the Registry

You acknowledge and agree that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- to protect the integrity and stability of the Registry
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process
- to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees
- per the terms of the registration agreement
- for the non-payment of fees by Registrar, including without limitation pursuant to the terms of any credit facility or
- to correct mistakes made by the Registry or any Registrar in connection with a domain name registration

The Registry reserves also the right to place upon registry lock, hold

or similar status a domain name during resolution of a dispute.

You agree to be bound by the terms and conditions of the initial launch of the Registry TLD as published by the Registry from time to time, including without limitation any sunrise period, limited registration period, or landrush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry for the TLD (including without limitation the Trademark Clearinghouse), and further to acknowledge that the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the Registry TLD, including without limitation :

- a) Your ability or inability to obtain a registered domain name during these periods
- b) the results of any dispute resolution process regarding a registration

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