

ANNEX .CN – SPECIAL CONDITIONS FOR THE EXTENSIONS .CN et .中国

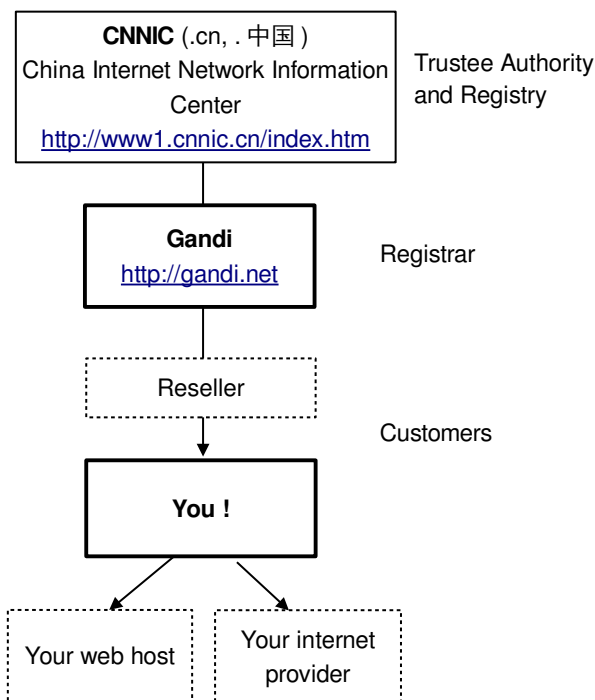
version n°4.0 – October 14th, 2015

In addition to Gandi's [General Terms and Conditions](#) of domain name registration, the registration and use of a .CN and .中国 domain name implies the acceptance of and compliance to the present special conditions.

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 .CN.1. Trustee Authority and Registry

.CN is the official country code Top-Level-Domain (ccTLD) of China and .中国 (.xn--fiqs8s) is the official ccTLD of China in simplified Chinese characters. The following diagram presents the various parties involved and the Trustee Authority for these extensions:



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

Section .CN.2. Registration terms and conditions

When You apply to register a .CN or .中国 domain name, You acknowledge to have fully understood, and You agree to have full knowledge of and to abide by all the rules and specific conditions pertaining to the registration of .CN and .中国 domain names, as defined by CNNIC, and which may be viewed at the following addresses:

- Domain Name Registration Agreement in annex
- China Internet Domain Name Regulations:
http://www1.cnnic.cn/PublicS/fwzxxgzcfcg/201208/t20120830_35734.htm

- CNNIC Implementing Rules of Domain Name Registration:
http://www1.cnnic.cn/PublicS/fwzxxgzcfcg/201208/t20120830_35735.htm

These contracts bind You to the CNNIC. 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.

Section .CN.3. Special requirements

Our special requirements are available at:

.CN: <http://www.gandi.net/domain/cn/info>
.中国: <http://www.gandi.net/domain/xn--fiqs8s/info>

.CN and .中国 domain names are open to:

- **individuals, and**
- **legal persons registered in an official public database searchable online** (in order to know the jurisdictions accepted by the Registry, please contact Our customer service department).

If You are a legal person, the administrative contact must be an employee of Your entity.

If You are located in China, the name of the owner contact must be in PINYIN.

Validation procedure

Once Your application sent to the Registry, the Registry will check the compliance of Your domain name with the Registry rules in a deadline of 5 working days during which Your domain name will be inactive. If the Registry considers that Your domain name complies with the Registry rules, it will be activated by the Registry.

For Your first .CN registration **and** for Your first .中国 registration with Gandi under the new rules enacted by the Registry, You will have to send Us the following documents:

- **if You are a legal person, a copy of Your corporate documentation** (articles of incorporation, business license ...) proving that You are a registered legal person. Note that only official jurisdictions having a public database searchable online

are accepted by the Registry (please contact Our customer service department for any further information). **The name of the organization specified in Your Gandi account must be strictly identical to the name of the organization indicated on the registration certificate,**

- **if You are an individual, a copy of Your government issued identification** (passport, ID card, driver license ...). **The name of the holder as specified in Your Gandi account must be strictly identical to the one indicated on Your ID document.**

These documents must be sent to Gandi by email (to the address reg.cn-process@gandi.net in .JPG format between 100K and 1MB) or by mail, that Gandi will provide to the Registry.

The documents must be validated by the Registry within 5 days after the registration of Your domain name, otherwise Your domain name will be suspended by the Registry. You expressly acknowledge that Gandi will not be held liable for any delay in the transmission of Your documents to the Registry.

You can send Us Your document at any time to reactivate a domain name suspended by the Registry due to the non-provision of Your document in the deadline.

At any time the Registry will be able to verify Your documents. If the Registry finds that documents submitted do not match the information declared for the owner contact in the Whois database, the Registry will be entitled to suspend or delete Your domain name(s).

You agree to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry and Gandi can delete Your .CN and .中国 domain name(s).

Gandi can contact You at any time regarding the registration of Your domain name and in particular concerning the correctness of Your contact personal information. If You do not answer within the deadline given, You acknowledge and agree that **Gandi will be entitled to delete Your .CN and .中国 domain name(s) on this only ground and without further notice, without any right of claim by You to refund or indemnity.**

You accept the full liability for the suspension of Your domain name(s) and for any consequences caused by the violation of Your commitments. You acknowledge and accept that the Registry and Gandi will not be held liable in any way for the suspension or the deletion of Your domain name(s).

Technical requirements

If You would like to host any related services of Your domain name in China, an ICP (Internet Content Provider) license is required. You agree to obtain this number at the Chinese Ministry of Industry and Information Technology (MIIT) in accordance to the Chinese Government's regulations. Once obtained, You will have to send the ICP number to Gandi.

In addition, You shall bear all risks and responsibilities associated

with resolution services when You choose a third party or Yourself to resolve Your domain name.

Bundles

With the registration of a .中国 domain name, You get the following bundles:

- the .中 國 corresponding domain name is also registered automatically,
- if Your domain name is in traditional Chinese characters, the corresponding domain name in simplified Chinese characters is also registered automatically, and inversely.

The bundle domain names shall have identical resolution records.

Registration term

The registration term is 1 up to 10 years. To avoid any deletion of the domain name, the renewal must be paid and done **before the Expiration date.**

Reserved or prohibited words to the registration

Some words are prohibited to the registration ([Article 27](#)):

- those that are against the basic principles prescribed in the Constitution [of the Peoples Republic of China "PRC"],
- those jeopardize national security, leak state secrets, intend to overturn the government, or disrupt of state integrity [of the PRC],
- those harm national honor and national interests [of the PRC],
- those instigate hostility or discrimination between different nationalities, or disrupt the national solidarity [of the PRC],
- those violate the [PRC'S] state religion policies or propagate cult and feudal superstition,
- those spread rumors, disturb public order or disrupt social stability [of the PRC],
- those spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes [in the PRC],
- those insult, libel against others and infringe other people's legal rights and interests [in the PRC], or
- other contents prohibited in laws, rules and administrative regulations [of the PRC],
- names containing two characters followed by two hyphens.

Some words are reserved:

- country names, three-letter and ISO3166,
- Chinese government organizations and leaders' names,
- names that are for national security,
- province and city names,
- special telephone numbers (001...),
- all gTLD's and some second-level zones (biz.cn, kids.cn),
- certain well-known trademarks (about 350),
- names labeled by the UN to promote world culture, heritage,
- Chinese universities and colleges,
- news Media as approved by the National News Office.

Section .CN.4. Pricing

Our prices can be viewed at:

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

.中国: <https://www.gandi.net/domain/price/detail/xn--figs8s/>

Section .CN.5. Storage of contact information

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

In application of Registry rules, Gandi must record all personal and technical information associated with the registration of Your domain name, in addition to messages pertaining to each registration or modification, during the entire duration of Our accreditation agreement, plus the three following years.

Section .CN.6. Dispute resolution policy

CNNIC has set forth a domain name Alternative Dispute Resolution Policy ("CNDRP") specific for .CN and .中国 that You agree fully abide by:

- Domain Name Dispute Resolution Policy:
http://www1.cnnic.cn/PublicS/fwzxxgzcfg/201208/t20120830_35737.htm
- Domain Name Dispute Resolution Policy Rules:
http://www1.cnnic.cn/PublicS/fwzxxgzcfg/201208/t20120830_35740.htm

Section .CN.7. Transfer

The process is started on Our Interface. Before starting a transfer request, please ensure that:

- You can provide the authorization code associated with the domain. You can obtain this code from the current Registrar, via the domain's owner or administrative contact,
- Your domain does not have a TransferProhibited status,
- Your domain will **not expire in less than 15 days**,

- the domain name is older than 60 days,
- You must be identified with the Registry (submission of ID document for individuals or corporate documentation for legal persons), if it is not the case You will have to contact Our customer service department.

The effective transfer depends on your validation (by e-mail).

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

Section .CN.8. Ownership change

Owner changes are not available on Our Website, please contact Our customer service department.

The new owner must be identified with the Registry (submission of ID document for individuals or corporate documentation for legal persons) otherwise the domain name will be suspended by the Registry.

The owner change of a .CN and .中国 domain name does not change the domain's Expiration date.

Section .CN.9. Deletion Process

30 days after the Expiration date, the domain name is released by Gandi to the Registry. All the associated technical services are deactivated.

At this time, 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 by as communicated by Our customer service department. The length of the Quarantine is 15 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.

-end of annex .CN-

[Attachment I]**Domain Name Registration Agreement of Users (Model) V4.0**

1. In order to apply for and register domain names, the applicant shall submit an Application Form for Domain Name Registration and the relevant identity documents (including in electronic form) to _____ (hereinafter referred to as Domain Name Registrar), agree and accept this Agreement.
2. The applicant promises that the force of online registration service clauses of domain name registrar is legally binding to both parties, just like the written articles signed and sealed by the applicant in person.
3. The applicant promises and guarantees that it has read and completely understood all information of this Article, agrees to pay for all items in accordance with provisions and abide by all obligations required to be carried on by users. The applicant promises to abide by the relevant management policies and regulations issued by national domain name registries and China Internet Network Information Center (CNNIC), including but not limited to: *Management Measures on China Internet Network Domain Names* (hereinafter referred to as *Management Measures*), *Detailed Rules of Execution for CNNIC Domain Name Registration* (hereinafter referred to as *Detailed Rules of Execution*), *Measures on Dispute Resolution of CNNIC Domain Names* (hereinafter referred to as *Dispute Measures*), *Procedures and Rules on Dispute Resolution Measures of CNNIC Domain Names* (hereinafter referred to as *Procedures and Rules for Dispute Measures*), etc. This Agreement, together with *Application Form for Domain Name Registration* as well as the above policies, shall constitute the complete and sole agreements between the applicant and domain name registrar. After relevant management measures on domain name registration and dispute resolution measures are changed or modified, the new ones shall be applicable to domain names that have been registered by the applicant. The applicant shall not consider unawareness of alternation for relevant management measures on domain name registration and dispute resolution methods as the reason for its breach of contract.
4. The applicant guarantees that: registration of such domain name will not affect rights and interests of the third party; registration of such domain name is not for the purpose of evil or illegal purposes; utilization of such domain name will not violate any relevant laws and regulations. For the fact that domain name registration hampers or injures rights and interests of others, the applicant shall be liable for full responsibilities. The applicant does not seek for illegal interests by means of domain names, including but not limited to phishing, fraud, spread of virus, Trojan, obscene and vulgar information, sending spam, etc.

5. The applicant shall, in the principle of honest and credit, guarantee the truth, accuracy and completeness of all information filled in the Application Form for Domain Names. If such information is altered in the future, especially for information for contact information (such as address, telephone, fax or email) of relevant domain name management contact, technical contact and fees payment contact, the applicant shall contact the domain name registrar ahead of thirty (30) days after the alternation of information to alter. During the application for alternation of registration information, the applicant shall submit application materials for domain name alternation by means of alternation conformation selected when applying for registration of such domain name. The information shall be altered with the approval.

6. If the applicant needs to provide application materials regulated by domain name registry for the domain names applied to be registered and fails to provide required eligible registration materials for domain name application in time, it shall be deemed as automatic abandon of registered domain name and the applicant shall be responsible for all consequences.

7. Agreement on domain name transfer codes: The applicant agrees to deal with transfer codes of domain names by means of _____ (got from site or administrated by registrar)

8. During the period of legal procedures, arbitrary proceedings or domain name resolution procedures and within ten (10) days of judgment publication, the applicant shall not apply for modification or cancellation of the domain names in dispute, unless the domain name assignee agrees to accept legal judgments, legal decisions or awards in writing from dispute resolution institution.

9. The domain name registrar shall have the right to conduct verification on domain name registration application provided by the applicant in accordance with *Management Measures* and delete the domain names in violation of *Management Measures*. The domain name registrar shall not be responsible for the influence and consequence caused by such deletion.

10. If the registrar deals with and approves such registration application of the applicant, the domain registrar shall be responsible for registration and distribution in the domain name database to the applicant of the domain name applied by the applicant. The applicant shall be liable for all legal responsibilities related with such domain name.

11. Applicant is fully aware that both simplified and traditional Chinese forms will be obtained when applicant registers “.中国”.

12. Applicant is fully aware that applicants shall ensure the resolution records of domain names in simplified Chinese form match with the records of domain names in traditional

form.

13. The applicant promises to pay relevant fees to the domain name registrar in accordance with fees collection standards and fees payment time published by the domain name registrar and agrees that each renewal period shall be applicable to fees collection standards during the renewal period. The failure of the applicant to receive the fees payment notice from the domain name registrar shall not constitute an interpretation to failure of the applicant to pay fees on time. The applicant promises that the domain name registrar shall not be delivered of suits for any dispute caused by adjustment of payment standards.

14. The applicant promises that after the domain name becomes due, the domain name may be automatically renewed by the domain name registrar. The period of automatic renewal is thirty (30) days after automatic renewal. If the applicant has no intention of renewal in writing within the above period, the domain name registrar shall cancel its registration. If the applicant fails to show its intention of no renewal during such terms and fails to pay for renewal, the domain name registrar shall have the right to suspend such domain name, and cancel such domain name within the expiration date of such terms.

15. The applicant agrees that the domain name registration service organization is entitled to forbid renewal of this domain name if the registration information of the domain name registered by the applicant is not authentic, accurate or complete.

16. The applicant promises that if the domain name which has passed verification and exceeded redemption period of new registration, is cancelled; such domain name will enter the redemption period that lasts for 15 days. The applicant and the registrar shall determine the price through negotiation within the redemption period. After the applicant redeems such domain name at high cost, the validity period for such domain name will be extended for another one year on basis of validity period for the original domain name. If the applicant fails to redeem such domain name, the domain name will enter into a period of open registration.

17. The domain names registered by the applicant, all items of information filled by it in Application Form for Domain Names shall be entered by domain name registry or registrar into database and other publications for inquiry of the public, which works as one of content services provided by domain name registrar or registry to the internet network users.

18. The domain name registrar shall have the right to cancel the registered domain name in case of the following situations:

- (1) The applicant or agent applies for cancellation of the domain name;
- (2) The registration information submitted by the applicant is false, incorrect or incomplete

or fails to be updated timely after alternation;

(3) The applicant fails to pay relevant fees in accordance with provisions;

(4) The domain name shall be canceled in accordance with decision, judgment or award made by domain name registry, court or domain name dispute resolution mechanism;

(5) The domain name violates this Agreement, other relevant laws and regulations.

19. The applicant shall not, without obtaining the approval from the domain name registry, provide to the public registration services of sub-level domain names.

20. Should the applicant fails to comply with this registration application agreement, including but not limited to any prescription in Article 3, Article 4 and Article 5 thereof, it will be deemed as a grave breach of contract, and the domain name registration service organization is entitled to suspend the resolution service. In addition, the domain name registration service organization will send a written notice of default to the applicant. Should the applicant fails to provide or cannot provide reasonable evidence proving that it didn't breach the contract within 15 days since the notice is sent, the domain name registration service organization is entitled to cancel the domain name registered by the applicant, and the domain name operation fee paid will not be refunded to the applicant. Failure of the domain name registrar to take measures against the default before shall not become the reason for the applicant to breach the contract.

21. After the successful registration of domain names, domain name registrars and China Internet Network Information Center (CNNIC) as a domain name registry shall make compensation for damages to the applicant caused by faults and the amount shall be limited by annual operation fees paid by the applicant to the domain name registrar in the current year. The domain name registrars and registry shall not be liable for all and any losses caused by the following items, which includes but not limited to: (1) technical issues; (2) Force Majeure; (3) account utilization or misuse by the unauthorized; (4) reasons of the applicant, including the cause that the applicant does not pay the annual operation management fee in time; and (5) is applicable to the loss or responsibility incurred due to performance of Measures for Dispute. However, the user is entitled to investigate the legal responsibility of the domain name registrar organization due to the reason of unauthorized leak or utilization of the registration information and materials to seek for the illegal interests according to the stipulations of state laws and regulations.

22. The applicant promises that if domain name resolution arises due to the fact that the domain name held by the applicant is complained by the third party, the applicant shall accept the constraint of terms for *Dispute Measures* in case of disputes.

23. The applicant promises that the domain name registrar shall have the right within ten days to make selection and distribution of registered domain names within its

management scope, among other registrars certified by China Internet Network Information Center (CNNIC) after the qualification for certification of domain name registrars is terminated. If selection and distribution fail to be finished or be completed beyond the date, it shall be subject to selection and distribution of domain name registrars made by China Internet Network Information Center (CNNIC).

24. After relevant management policies concerning this Agreement and *Management Measures, Dispute Measures, Detailed Rules of Implementation* as well as *Rules and Procedures for Dispute Measures*, attachments of such Agreement are altered or modified, the applicant shall continue to observe relevant management policies and regulations of new domain name registration Agreement, *Management Measures, Dispute methods, Detailed Rules of Implementation* as well as *Rules and Procedures for Dispute Measures*. If the applicant views that the alternation and modification on the above content cannot be accepted, the domain name registrars shall be notified in time. After the domain name registrar receives such notice, it will keep thirty days' domain name service for domain name applicant. The relevant domain names will be cancelled thirty days later.

25. All items of articles in this registration agreement are independent of each other. The invalidity of any article or regulation shall not affect the effect of other articles or regulations.

26. After the applicant completes and submits the Application Form for Domain Name Registration, it means that it accepts the constraint of relevant management policies of this Agreement, *Management Measures, Dispute methods, Detailed Rules of Implementation* as well as *Rules and Procedures for Dispute Measures*, Attachments of this Agreement.

27. This domain name registration application agreement shall be applicable to the laws of the People's Republic of China.