ANNEX .CO - SPECIAL CONDITIONS FOR THE .CO ccTLD

version 1.2 – August the 24th, 2015

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

.CO is the official country code Top-Level-Domain (ccTLD) of Colombia. The following diagram presents the various parties involved and the Trustee Authority for the .CO TLD:
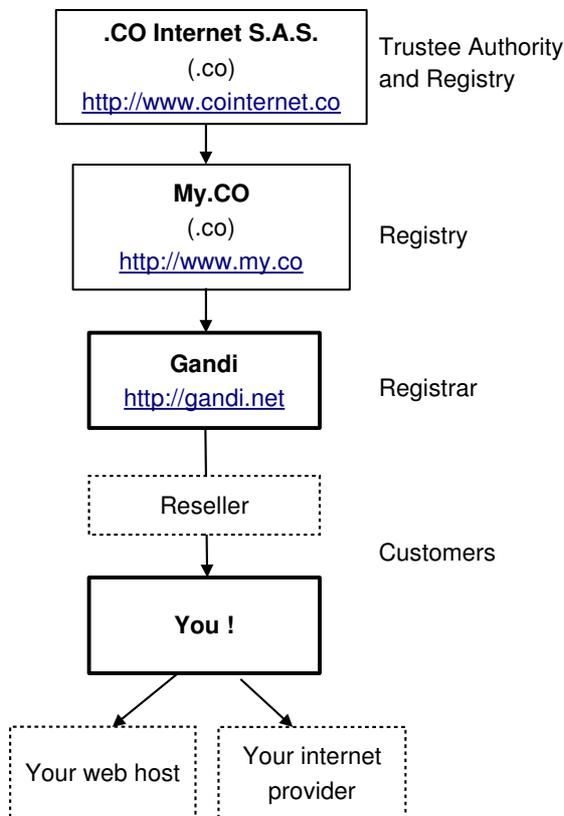
You can view the information and special rules of each party involved by clicking on the respective links.

Section .CO.2. Registration terms and conditions

When You apply to register a .CO 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 .CO domain names, as defined by the .CO Registry and My.CO, and which may be viewed at the following pages:
• Registry Policies:
http://www.cointernet.com.co/politicas-procedimientos

These contracts bind You to the .CO Registry and to My.CO. 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 .CO.3. Special requirements

.CO special requirements are available at:
http://www.gandi.net/domain/co/info

.CO domain names are open to anyone.

To register for a .CO domain name, You must adhere to the following conditions:

• the registration term is from 1 to 5 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, complete, reliable and up-to-date personal contact information. Your domain name may be deleted if the Registry, Gandi or their providers determine that You have provided incorrect, false or inaccurate information in the initial registration process or in any subsequent communications;
• some words are reserved or prohibited: http://www.cointernet.com.co/sites/default/files/documents/Lista%20de%20Dominios%20Restringidos%20030810.pdf
• names containing two characters followed by two hyphens are not allowed.

You also acknowledge and agree that:

• Your domain name may be suspended or deleted to protect the security, integrity and stability of the .CO registration system, or for violation of registration rules;
• the registration of Your domain shall not be deemed an indication that the Registry, Gandi, their providers, or the Colombian Government has made any determination regarding the legality of the registration. If Your domain name does not respect all applicable laws, rules, regulations, policies, procedures, ordinances or decrees, and/or infringes on the rights of any other person, neither the Registry, Gandi, their providers, nor the Colombian Government shall have any liability or responsibility arising therefrom.

All official contact, correspondence or other information sent from or on behalf of the registry, its providers or any other relevant official will be transmitted to the administrative contact that appear in Whois database. The administrative contact guarantees that he is authorized to receive all such communication and information.

Section .CO.4. Pricing

Our prices can be viewed on:
https://www.gandi.net/domain/price/detail/co/

Section .CO.5. Storage of contact information

You accept that .CO Registry and My.CO can access to Your personal data and display them in a public Whois database.

Section .CO.6. Dispute resolution policy

The .CO Registry has adopted the ICANN Uniform Dispute Resolution Policy (UDRP) for .CO domains. You acknowledge having read and understood and agree to be bound by the terms and conditions of the UDRP as the same may be amended from time to time and which is hereby incorporated and made an integral part of this special conditions.
http://www.cointernet.com.co/dominios/administracion-de-sus-dominios-co/solucion-de-controversias

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

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

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 and 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 .CO.8. Ownership change

The owner change can be done through a fax process (Gandi form and proofs of identity).

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

Section .CO.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.

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 as communicated by Our customer service department. The length of the Quarantine period is 15 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 .CO.10. Customer liability and guarantee

In any case, You commit Yourself to indemnify, defend and hold harmless the Registry, Gandi, their providers and their directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the registration and the use of Your domain name. You shall not enter into any settlement or compromise of any such indemnifiable claim without Gandi's prior written consent, which consent shall not be unreasonably withheld. This guarantee shall prevail after the end of this special conditions, whatever may be the cause, and is the direct consequence of Our agreement with My.CO.

Section .CO.11. Applicable law – Jurisdiction

Any disputes, claims or controversies between You and the Registry or its providers regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of Your domain name or otherwise relating to the .CO TLD shall be governed exclusively by the laws of Colombia and shall be brought and heard exclusively in the courts located in Bogotá (Colombia).

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