

ANNEX .IE - SPECIAL CONDITIONS FOR THE .IE (cc)TLD

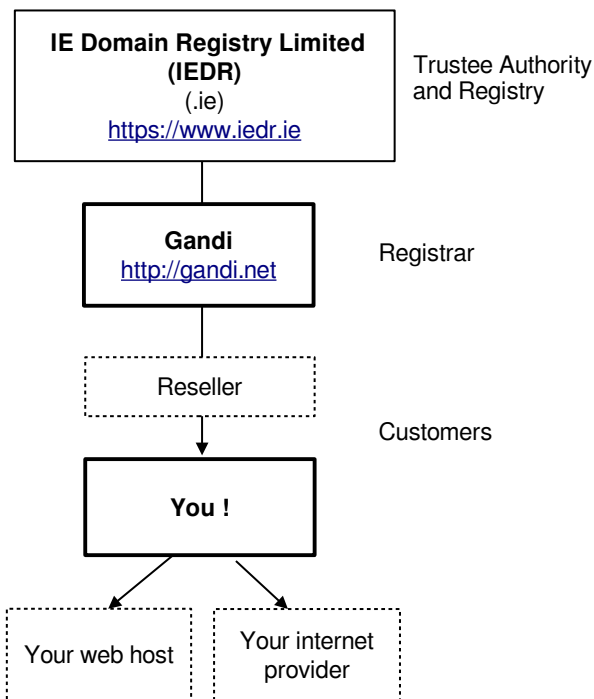
version 1.0 – January the 28th, 2016

In addition to Gandi Corporate Special Conditions and Gandi's General Terms and Conditions for domain name registration, the registration and use of a domain name in the extensions mentioned above imply the acceptance of and compliance to the present special conditions contained herein.

All Your legal information and contracts are presented to You at the time of the subscription to Our Services. 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.

Section .IE.1. Trustee authority and Registry

.IE is the official country code Top-Level-Domain (ccTLD) of Ireland. The following diagram presents the various parties involved and the Trustee Authority for the .IE TLD:



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

Registration and management of .IE domain names are proceeded manually by Gandi at the Registry level, and they are therefore subject to processing times. Gandi allows You to place Your orders directly on Our site and to manage Your domain names in Your Gandi interface, however Your requests and/or changes are not automatically transmitted to the Registry and will not take effect until the Registry has received and validated them.

Section .IE.2. Registration terms and conditions

When You apply to register a .IE 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 .IE domain names, as defined by IEDR and which may be viewed at the following pages:

- Naming Policy
<https://www.iedr.ie/p30/naming-policy>
- Registrations Policy:
<https://www.iedr.ie/legal-policies/registration-policy>

These contracts are binding between You and the .IE 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.

Section .IE.3. Special requirements

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

Eligibility conditions

.IE domain names are open to persons having a real and substantive connection with Ireland as specify in Naming Policy (section 9) : <https://www.iedr.ie/p30/naming-policy>.

The domain name must correspond to the first name and surname or to the corporate name of the holder of the domain name, or to the registered trademark belonging to the holder of the domain name. Your application must be based on one of categories referred to the following address, and You must respect the rules on the choice of domain names according to the relevant category and provide all documents required depending on the relevant category (including a proof of Your connection with Ireland):
<https://www.iedr.ie/legal-policies/registration-policy>

Once Your request has been made on Our website, You will have to provide to Gandi documentary evidence (official or certified copies) required according the category on which Your domain name is based, within the deadline given, and in particular:

- if the domain name is based on Your first name and surname (category reserved to Irish citizens or residents): an ID copy (passport, driver's licence, birth certificate ...),
- if the domain name is based on Your corporate name: a copy of the incorporation certificate of the entity,
- if the name is based on Your trademark: a copy of the trademark certificate,
- an evidence of Your link with Ireland.

The administrative contact must have authority to act for holder of the domain name:

- if the holder is an individual, the holder must be also the administrative contact,
- if the holder is an organization, the administrative contact must be a member of the organization.

Registration procedure

You shall specify at least 2 nameservers (DNS) that are correctly configured for the domain name that You intend to register. If the DNS are not correctly configured within a deadline of 20 days following Your registration request, Your registration request will be rejected by the Registry.

By requesting the registration of a .IE domain name, You commit

Yourself to agree :

- with the conditions of liability and indemnity specified in the Naming Policy (section 7): <https://www.iedr.ie/p30/naming-policy>
- to submit to the Dispute Resolution Policy established by the Registry.

The registration requests are usually processed by the Registry within 3 business hours, Monday to Friday. If additional documents are required by the Registry, You will be contacted by email. These documents have to be provided to the Registry within 27 days following Your registration request.

Section .IE.4. Registration term

The registration term is 1 year. To avoid any deletion of the domain name, the renewal must be paid and funds cleared no later than 32 days before the Expiration date.

Section .IE.5. Pricing

Our prices can be viewed at:
<https://www.gandi.net/domain/price/detail/ie>

Section .IE.6. Storage of contact information

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

Section .IE.7. Dispute resolution policy

The Registry has set forth specific a .IE domain name Alternative Dispute Resolution Policy that You agree fully abide by:
<https://www.iedr.ie/dispute-resolution>

The Dispute Resolution Policy established by the Registry shall not prevent the submission of the dispute to a court of law for independent resolution at any time.

Section .IE.8. Transfer (change of Registrar)

The specific transfer rules can be viewed at:
<https://www.iedr.ie/manage-a-domain/transfer-billing-contact>

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.

The transfer's completion requires Your confirmation (by e-mail).

The transfer of a .IE domain name does not change the domain's Expiration date.

Section .IE.9. Ownership change

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

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

Section .IE.10. Deletion process

If the domain is not renewed within the given deadlines, the Registry will delete the domain name, which will become available for registration on a "first come first served" basis.

Section .IE.11. Registrant representations and guarantees

You must provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry can delete Your domain name.

You commit Yourself to indemnify and hold harmless the Registry, its servants and agents from and against any loss, damage, liability, claim or expense resulting from a claim or claims asserted by a third party regarding the registration of or the right to use the domain name in question.

You accept that failure to pay the maintenance fee within the deadline will result in the deletion of the domain name.

Section .IE.12. Exclusion of liability and actions of the Registry

No liability shall attach to the Registry, its servants and agents in respect of any loss or damage whatsoever suffered by an applicant or a holder of a domain name, or a service provider and arising from any action or neglect on the part of the Registry, its servants and agents in the exercise of the function of the naming authority.

The Registry, its directors, members, agents, employees and representatives shall not be liable to a registrant or any other person for any loss or damages (whether or not foreseeable) including special, indirect, exemplary, punitive or consequential damages resulting from loss of use, lost business revenue, lost profits or third party damages arising in any way from the application of the Dispute Resolution Policy or any rules of procedure adopted or applied there under or any decision or resulting action taken on foot of a decision of a Panel.

Article 13. Gandi Disclaimer

You acknowledge that We may not be held liable, notably, in the following cases:

- unavailability of the domain name upon the submission of the application for registration by Gandi to the Registry,
- inability or refusal by the Registry to grant a domain name for which You have placed an order on Our website or by other instructions,
- delays before the actual registration or transfer, and/or the application of changes requested directly on Our website or via Your instructions,
- refusal by the Registry of any requested operation or if the change is no longer technically possible when Gandi requests it on Your behalf at the Registry,
- failure of an operation for reasons beyond Gandi's control and despite Our diligence,
- for DNS changes, delays before change is applied and service interruption after the modification is submitted, given that these changes are processed manually.

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