

ANNEX .GDN - SPECIAL CONDITIONS FOR THE .GDN TLD

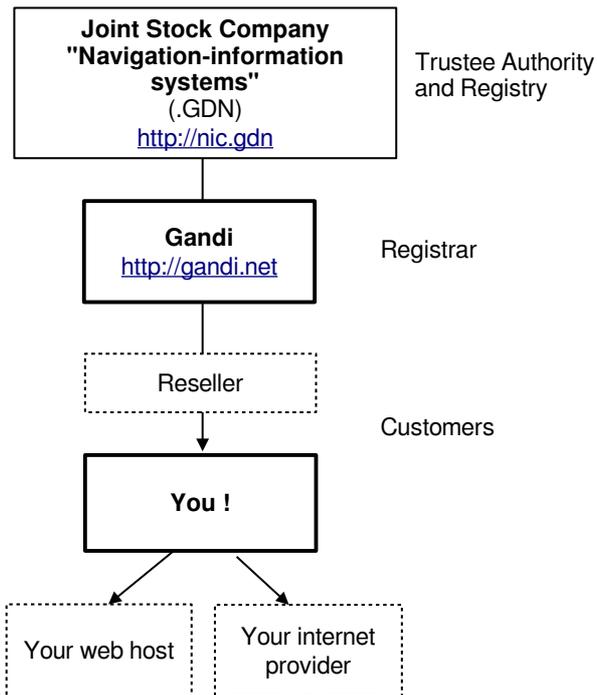
version 1.0 – March, 9th 2016

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

.GDN is a generic Top-Level-Domain (gTLD). The following diagram presents the various parties involved for the .GDN TLD:



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

Section .GDN.2. Registration terms and conditions

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

- Domain Policy : http://nic.gdn/policy/Domain_Policy_v1.0.pdf
- Privacy Policy : http://nic.gdn/policy/Privacy_Policy_v1.0.pdf
- Anti abuse policy : http://nic.gdn/policy/Anti_Abuse_Policy_v1.0.pdf
- Whois policy : http://nic.gdn/policy/WHOIS_Policy_v1.0.pdf
- ICANN consensus policies : <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .GDN Registry. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and to have accepted these rules on Our Website.

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

www.icann.org/en/about/agreements/registries/gdn

Section .GDN.3. Launch rules

The general opening for the .GDN names was on March 7th 2016.

Section .GDN.4. Special requirements

.GDN special requirements are available at:

<http://www.gandi.net/domain/gdn/info>

.GDN domain names are open to anyone.

Section .GDN.5. "Trademark Claim Notice" period

In accordance with ICANN rules, during at least 90 days upon general opening, a "Trademark Claim Notice" period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the "labels" generated), You will receive a warning notice ("Trademark Claim Notice") in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be sent to the Registry.

If You confirm Your registration request, third parties who own an identical mark are notified of Your registration.

Section .GDN.6. Reserved names

Some words are reserved or prohibited:

<http://www.icann.org/en/about/agreements/registries/gdn>

(specification 5. schedule of reserved names), names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Section .GDN.7. Registration term

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

Section .GDN.8. Pricing

Our prices may be viewed at:

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

“Premium” domain names are subject to specific prices as indicated on Our interface during Your order.

Section .GDN.9. 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 consent to use, copying, distribution, publication, modification in the public [Whois](#) database and other processing of Your personal data by the Registry and its designees and agents in accordance with the Registry privacy policy and applicable laws.

Section .GDN.10. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .GDN domains, that You agree fully abide by : http://nic.gdn/policy/Dispute_Policy_v1.0.pdf

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>

The URS rules are available at the following page:

<http://newgtlds.icann.org/en/applicants/urs>

Section .GDN.11. Transfer (change of Registrar)

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain, please make sure 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 that You start the transfer request at least 1 month prior to its Expiration),
- was created at least 60 days prior to the request,
- has not been transferred within the last 60 days.

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

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

You commit yourself to agree with the Registrar Transfer Dispute Resolution Policy as available at :

<https://www.icann.org/resources/pages/tdrp-2012-02-25-en>

Section .GDN.12. Ownership change

The ownership change process is available on Our Interface and requires the confirmation of both parties by e-mail.

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

Section .GDN.13. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 14 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then the domain goes into Redemption Period for an additional 30 days, and all associated technical services are deactivated. It can only be restored during this period in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department.

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 on a “first-come first-served” basis.

Section .GDN.14. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may delete Your domain name.

By submitting a registration or modification request You acknowledge that:

- Your request must contain true, accurate and up-to-date information, must be made in good faith, for a lawful purpose, and must not infringe the rights of any third party,
- You have to participate in good faith in any proceedings as established by the Registry and ICANN,
- You have to accept and abide by the rules and policies enacted by the Registry.

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 commit Yourself to indemnify and defend the Registry and its directors, officers, employees, subsidiaries, contractors, subcontractors, attorneys, insurers and agents from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of Registry's operation of the registry for the TLD or Registry's provision of Registry services or in connection with the domain name registration. This indemnification shall survive the termination or expiration of the registration agreement.

Section .GDN.15. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in “lock” status, “hold” status or similar status Your domain

- name:
- to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (RFC's)
- to correct mistakes made by Registry or any Registrar in connection with a domain name registration
 - for the non-payment of fees to Registry

- end of annex .GDN -