

## ANNEX .KIWI - SPECIAL CONDITIONS FOR THE .KIWI TLD

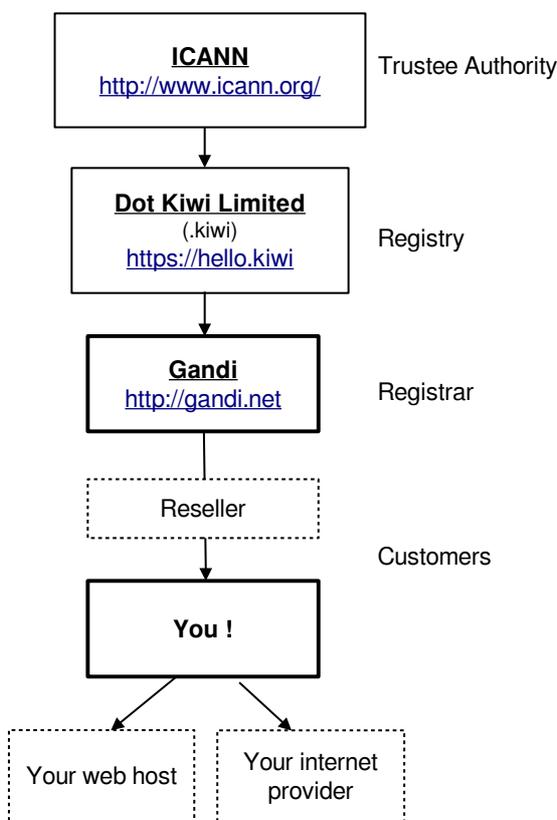
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In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .kiwi domain name implies the acceptance of and compliance to the present special conditions contained herein.

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 .KIWI.1. Trustee authority and Registry

.KIWI is a generic Top-Level-Domain (gTLD) which is open to everyone who wants to promote the Kiwi culture, Kiwi being the nickname of the citizens living in New Zealand. The following diagram presents the various parties involved for the .KIWI TLD:



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

### Section .KIWI.2. Registration terms and conditions

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

- Dot Kiwi Limited Acceptable Use Policy : [https://dot-kiwi.com/policies\\_files/Dot\\_Kiwi\\_Acceptable\\_Use\\_Policy\\_v1.pdf](https://dot-kiwi.com/policies_files/Dot_Kiwi_Acceptable_Use_Policy_v1.pdf)

- Dot Kiwi Limited Whois and Privacy Policy : [https://dot-kiwi.com/policies\\_files/Dot\\_Kiwi\\_Whois\\_and\\_Privacy\\_Policy\\_v1.pdf](https://dot-kiwi.com/policies_files/Dot_Kiwi_Whois_and_Privacy_Policy_v1.pdf)
- Dot Kiwi Reserved Name Policy : [https://dot-kiwi.com/policies\\_files/Dot\\_Kiwi\\_Naming\\_Policy\\_v1.pdf](https://dot-kiwi.com/policies_files/Dot_Kiwi_Naming_Policy_v1.pdf)
- Dot KIWI Registrant Agreement: [https://dot-kiwi.com/policies\\_files/Dot\\_Kiwi\\_Registrant\\_Agreement\\_v1.pdf](https://dot-kiwi.com/policies_files/Dot_Kiwi_Registrant_Agreement_v1.pdf)
- ICANN consensus Policies: <http://www.icann.org/en/resources/registrars/consensus-policies>

These contracts bind You to the .KIWI 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 .KIWI Registry is available at the following address: [www.icann.org/en/about/agreements/registries/kiwi](http://www.icann.org/en/about/agreements/registries/kiwi)

### Section .KIWI.3. Special requirements

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

.KIWI domain names are open to anyone.

### Section .KIWI.4. Reserved names

Some words are reserved or prohibited:

- ICANN reserved names: <http://www.icann.org/en/about/agreements/registries/kiwi> (specification 5. schedule of reserved names)
- Registry policy regarding reserved and forbidden names: [https://dot-kiwi.com/policies\\_files/Dot\\_Kiwi\\_Naming\\_Policy\\_v1.pdf](https://dot-kiwi.com/policies_files/Dot_Kiwi_Naming_Policy_v1.pdf)
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

### Section .KIWI.5. Registration term

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**.

### Section .KIWI.6. Pricing

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

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

## **Section .KIWI.7. 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 the Registry can access Your personal contact information and display it in the public [Whois](#) database.

## **Section .KIWI.8. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .KIWI domains, that You agree fully abide by.

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>
- Transfer Dispute Resolution Policy: <http://www.icann.org/en/help/dndr/tdrp>

The URS rules are available at the following page: <http://newgtlds.icann.org/en/applicants/urs>

.KIWI Registry has set up the Complaint Resolution Service in addition to the above mentioned procedures. Everyone can file a complaint through the Complaint Resolution Service (CRS). This procedure is dedicated to report and address alleged illegal or prohibited conduct. The CRS rules are available here: [https://dot-kiwi.com/policies\\_files/Dot\\_Kiwi\\_Complaint\\_Resolution\\_Service\\_v1.pdf](https://dot-kiwi.com/policies_files/Dot_Kiwi_Complaint_Resolution_Service_v1.pdf)

.KIWI Registry has also created an alternative procedure called the Dispute Resolution Service (DRS) to the Courts when two parties are in dispute over who the registrant of a .KIWI domain name should be. The rules are highlighted here: [https://dot-kiwi.com/policies\\_files/Dot\\_Kiwi\\_Dispute\\_Resolution\\_Service\\_v1.pdf](https://dot-kiwi.com/policies_files/Dot_Kiwi_Dispute_Resolution_Service_v1.pdf)

## **Section .KIWI.9. Transfer (change of Registrar)**

The transfer-in 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 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 acknowledge that the Transfer Dispute Resolution Policy will apply:

<http://www.icann.org/en/help/dndr/tdrp>

## **Section .KIWI.10. Ownership change**

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

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

## **Section .KIWI.11. 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 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 by 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 .KIWI.12. Registrant representations and guarantees**

You agree to 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, defend and hold harmless of any liability the Registry, and its subcontractors, and its and their employees, directors, administrators, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

## **Section .KIWI.13. 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 (e.g., RFCs),
- to comply with applicable laws, regulations, policies, government rules or requirements, request of law enforcement or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry and ICANN may retain to oversee the arbitration and mediation of disputes (URS, UDRP, DRS or CRS proceedings),
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,

- for the non-payment of fees to the Registry of the .KIWI.

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