

ANNEX .SPA - SPECIAL CONDITIONS FOR THE .SPA TLD

version 1.2 – September the 28th, 2023

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

All 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.

Section .SPA.1. Naming organization

.SPA is a generic Top-Level-Domain (gTLD) mainly dedicated to wellness community.

The entities involved in naming organization for .SPA are:

- Trustee Authority:
ICANN: <http://www.icann.org>
- Registry:
Asia Spa and Wellness Promotion Council Limited:
<http://www.nic.spa>
- Registry technical operator:
Identity Digital: <https://www.identity.digital/>
- Registrar:
Gandi: <http://gandi.net>

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

Section .SPA.2. Registration policies

When You apply to register a .SPA domain name, You acknowledge that You have fully understood and You have full knowledge of, and You agree to abide by all the rules and specific conditions of .SPA domain names, as defined by ICANN and Asia Spa and Wellness Promotion Council Limited, and which may be viewed at the following pages:

- Registration policy:
<http://nic.spa/doc/REGISTRATION%20POLICY.pdf>
- Anti-abuse policy:
<http://nic.spa/doc/ANTI%20ABUSE%20POLICY.pdf>
- Dispute policy:
<http://nic.spa/doc/DISPUTE%20POLICY.pdf>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .SPA Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

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

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

Section .SPA.3. Special requirements

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

.SPA domain names are open to the sector of spa, beauty and wellness. Other sectors and entities with SPA term or abbreviation are also eligible (such as Town of Spa in Belgium, Italian "Società Per Azioni" (S.p.A.), French "Société Protectrice des Animaux" (SPA)).

The Registry may request, at any time after the registration, documents proving Your eligibility. If You are not able to provide the requested supporting documents within the given time period, Your domain name will be suspended and/or deleted by the Registry, without any refund.

Some words are reserved or prohibited, in particular:

- ICANN reserved names:
<http://www.icann.org/en/about/agreements/registries/spa> (specification 5. schedule of reserved names)
- Registry reserved names policy:
<http://www.nic.spa/doc/REGISTRATION%20POLICY.pdf> (3. Reserved Domain names)

Section .SPA.4. Registration term

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

Section .SPA.5. Pricing

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

Premium domain names are subject to specific prices as published on Our website during Your order.

For requests made in preregistration, if the domain name You have preregistered is a "premium" domain name that Gandi was not able to identify during Your order, Your request will be put in "error" and You will be notified by email. Then, You will be able to either pay the additional costs applicable to "premium" domain names in order to validate Your registration request or cancel Your request. It being specified that if You do not contact Our customer service department and do not pay the additional costs applicable to "premium" domain names, Your registration request will not be sent to the Registry.

Section .SPA.6. Personal data

You consent to the collect, use, copying, distribution, publication, in particular in the Registry public [Whois](#) database if applicable, modification and other processing of Your personal data by the Registry, its technical provider and their designees and agents for the purposes of providing Registry services as defined in the Registry agreement with ICANN and in accordance with the Registry privacy policy.

Section .SPA.7. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .SPA 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>

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

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

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain name, 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.

Upon successfully transferring a domain name, the registration period is extended by 1 year.

You acknowledges having read and understood and agrees to be bound by the terms and conditions of the Transfer Dispute Resolution Policy, as may be amended from time to time and available at: <http://www.icann.org/en/help/dndr/tdrp>

Section .SPA.9. 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 Expiration date.

Section .SPA.10. Deletion process

Upon the Expiration of the domain name, 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 name goes into Redemption Period for an additional 30 days. 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 name is neither renewed nor restored within these deadlines, the Registry shall place the domain name in "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 .SPA.11. Registrant obligations

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

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 claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of Registry operation of the registry system for .SPA extension, Registry provision of registration services or in connection with the registration of the domain name. This indemnification obligation shall survive the termination or expiration of the present contract, whatever may be the cause.

Section .SPA.12. Rights of the Registry

You acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry lock, hold (suspension), or similar status as it deems necessary, in its unlimited and sole discretion:

- to comply with specifications adopted by the Registry to fulfil .SPA eligibility requirements,
- to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs),
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- for non-payment of fees to the Registry.

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

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