

ANNEX .CO - SPECIAL CONDITIONS FOR THE .CO ccTLD

version 2.0 – November 8th, 2023

In addition to Gandi's [Domain name registration contract](#), the registration and use of a .CO 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 [Domain name registration contract](#). Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

Section .CO.1. Naming organization

.CO is the official country code Top-Level-Domain (ccTLD) of Colombia.

The entities involved in naming organization for .CO are:

- Registry:
.CO Internet S.A.S.: <https://www.cointernet.com.co>
- Registry technical operator:
GoDaddy Registry: <https://registry.godaddy>
- Registrar:
Gandi: <http://gandi.net>

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

Section .CO.2. Registration policies

When You apply to register a .CO 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 .CO domain names, as defined by .CO Internet S.A.S., and which may be viewed at the following page:

- Registry Policies:
<https://www.cointernet.com.co/politicas-y-procedimientos>

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

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.

Section .CO.4. Registration term

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.

Section .CO.5. Pricing

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

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

Section .CO.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 domain name registration services and in accordance with the Registry privacy policy.

Section .CO.7. 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.

<https://www.cointernet.com.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>
- Dispute Resolution Service Providers:
<http://www.icann.org/en/dndr/udrp/approved-providers.htm>

Section .CO.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.

Section .CO.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 .CO.10. Deletion process

Upon the Expiration of the domain, the domain name is suspended for 44 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 .CO.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 shall comply with, all of the applicable following:

- Governmental Requirements applicable to Registrants.
- Operational standards, policies, procedures, and practices for the .CO extension as set forth in the Agreement of the Ministry of Information and Communications Technologies of Colombia, including, without limitation:
 - those set forth at: <http://www.go.co/partners/resources/registrant-policies>,
 - those adopted ICANN policies: <http://www.icann.org/en/general/consensus-policies.htm>
 - those set forth in Exhibit attached hereto (*OPERATIONAL STANDARDS, POLICIES, PROCEDURES AND PRACTICES*).

You commit Yourself to indemnify, defend and hold harmless (within thirty days of demand) the Registry, its technical operator, the Registrar, and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to the the registration of Your domain name, including, without limitation, the use, registration, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's prior written consent, which consent shall not be unreasonably withheld. This indemnification obligation survive the termination or expiration of of the present contract, whatever may be the cause.

Section .CO.12. Reseller obligations

Resellers commit themselves to indemnify, defend and hold harmless Registry, its technical operator, and their affiliates and subsidiaries, as well as their respective owners, directors, managers, officers, employees, representatives, agents, service providers and contractors from and against any and all claims, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses (including on appeal), arising out of or relating to (a) any claim or alleged claim relating to any product or service of such reseller; (b) any claim or alleged claim relating to any agreement with any registrant that registers a domain through reseller; (c) any claim or alleged claim relating to reseller's domain name registration business or other activities, including, but not limited to, reseller's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; and/or (d) any breach by reseller of any of the applicable terms, conditions, covenants, obligations, agreements, representations or warranties. Resellers shall not enter into any settlement or compromise of any such indemnifiable claim without Registry's prior written consent, which consent shall not be unreasonably withheld. This indemnification obligation survive the termination or expiration of of the reseller contract and/or the present contract, whatever may be the cause.

The Registry reserves the right upon written notice to require Registrar to terminate any reseller's right to provide .co domain name registration services if such reseller fails to comply with the terms of the present contract and to take any measures the Registry deems necessary to prevent such reseller from accessing the registration system. Unless the nature of the Reseller Breach is such that it is incapable of being cured or the same breach has been committed previously by the same reseller, the Registry notice shall provide a 10 day cure period.

Annex: EXHIBIT B - OPERATIONAL STANDARDS, POLICIES, PROCEDURES AND PRACTICES

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EXHIBIT B
OPERATIONAL STANDARDS, POLICIES, PROCEDURES AND PRACTICES

1. General Policies

Registrants shall have the exclusive and perpetual right of use and enjoyment of their Registered Names, subject to their payment of all required fees and compliance with all applicable terms, conditions, policies and procedures as set forth herein and/or in the Registration Agreement.

Registrants shall have the option of paying applicable registration fees every one, two, three, four or five years. Upon the initial registration of a Registered Name, Registrants will select their desired initial pay cycle (the “Initial Fee Term”) and pay the registration fee corresponding thereto as set forth in the Registrar’s Price List. At the end of the Initial Fee Term, Registrants may again select their desired pay cycle of one, two, three, four or five years (the “Renewal Fee Term”) and pay the applicable fee corresponding thereto, which process will repeat indefinitely so long as Registrant continues to select a pay cycle and pay the applicable fee, subject to all other applicable terms, conditions, policies and procedures.

Domain names ending in .org.co are reserved for not-for-profit entities, institutions or collectives that are either incorporated or organized in Colombia or have a physical business location in Colombia. Domain names ending in gov.co and gob.co are reserved for Colombian government agencies and institutions. Domain names ending in .edu.co are reserved for Colombian educational institutions recognized by the Colombian National Ministry of Education. Domain names ending in mil.co are reserved for agencies or institutions of the Colombian Armed Forces. Domain Names ending in .org.co, .gov.co, and .edu.co are reserved for registration directly through the Registry Operator and thus, are outside the scope of this Agreement and Registrar’s Accreditation.

All the registration requests shall be sent to the Registry Operator through the electronic forms provided by Registrant.

Registrant shall guarantee safe electronic payment channels are available.

2. Marketing Guidelines

In marketing the .CO TLD, Registrar shall adhere to Registry Operator’s marketing guidelines, which can be found at www.cointernet.co/registrars/registrar-policies, as the same may be supplemented, modified and/or replaced from time to time via Publication Notice (the “Marketing Guidelines”). Registrar shall not employ any marketing, branding or messaging (regardless of form) that, in Registry Operator’s sole discretion, is in conflict with Registry Operator’s objective of establishing a global, recognizable, and credible domain name extension. Without limiting the generality of the foregoing, Registrar shall not use any marketing methods (including, but not limited to, keyword usage for pay-per-click advertising, landing page content, and email marketing), words, phrases or other forms of content (or any derivatives or combinations thereof) in its marketing, branding or messaging materials that directly or indirectly reference, imply, or

allude to the suitability of domain names in the .CO TLD for any improper purpose, including, but not limited to, profiting from the generation of misdirected or unintended traffic (collectively, “Prohibited Marketing”). Examples of Prohibited Marketing words and phrases, include, but are not limited to, the following: “natural traffic”; “type-in traffic”; “typo traffic”; “traffic generation”; “direct navigation”; “mistype” “monetization”; “get traffic” “pay-per-click” “PPC”; and “PPC Revenue”.

Registrar may market the .CO TLD as suitable for “defensive registration” purposes so long as such suitability is expressed within the context of .CO being a global, recognizable, and credible domain name extension.

3. Privacy Policies and Data Subject Authorization

At all times, Registrar shall maintain a privacy policy on its website that is written in clear and simple language and is compliant with all applicable national (e.g., Colombia), regional (e.g. European Union) and international laws, rules, regulations, ordinances and decrees stating the manner in which any Personal Data of or other information regarding Registrants will be collected, stored, used, shared, processed, transmitted, transferred, marketed and/or disclosed to third parties (including Registry Operator) and comply with such policy as well as with any other terms of use or service policy provided to its customers, including, without limitation, as may be posted on any website operated by or on behalf of Registrar, none of which may be in conflict with any term or provision of this Agreement or with any applicable policies or Governmental Requirements set forth or referenced in this Agreement (including, without limitation, as set forth in the Registry Operator Privacy Policy).

Registrar’s privacy policy must, at a minimum:

- Disclose the effective date of the policy;
- Disclose the Registrar’s name, domicile, address, electronic mail, and telephone;
- Disclose the Personal Data to be collected and processed by Registrar;
- Disclose the purposes for which such Personal Data will be processed
- Notify the Registrant that Personal Data may be transmitted and/or transferred in or out of country in which the Registrant resides, including, without limitation, to the Registry Operator for the operation of the ccTLD.co and for purposes of the Registry Database;
- Disclose the purposes for which such Personal Data may be transferred including, without limitation, to the Registry Operator and to third parties with a legitimate and proportionate interest in accessing such data, consistent with applicable law;
- Inform Registrants that they may have rights under applicable Data Protection Law including, without limitation, rights to access, correct, delete, or limit processing, or revoke their authorization; and
- Inform Registrants as to how (including who to contact) to exercise any such rights.

In connection with any registration in the .CO TLD, Registrar shall not:

- Collect sensitive data, as that term is defined under applicable Data Protection Law;
- Process Personal Data for any purpose incompatible with the Registrant's authorization;
- Knowingly collect Personal Data from minors without the authorization of the minor's parent or legal guardian.
- Maintain Personal Data for longer than is reasonable and necessary to fulfill the purposes disclosed to the Registrant or as required by law.

Registrar shall:

- Present Registrar's privacy policy to prospective Registrants during the registration process and secure the Registrant's authorization for such Personal Data processing in accordance with Section 4. Below;
- Retain (1) a copy of its privacy notice and all updated notices during the term of this Agreement, and (2) proof of the Registrant's authorization during the term of the registration and/or processing of the Personal Data and for a period of one (1) year thereafter;
- Establish simple and agile mechanisms that enable Registrants to exercise any rights they may have under applicable Data Protection Law.
- Process the Registrants' Personal Data on behalf of the Registry Operator according to the applicable Data Protection Law principles, including but not limited to, lawfulness, fairness, transparency, purpose limitation, freedom, data minimization, accuracy, storage limitation, security, restricted access and circulation, integrity and confidentiality.
- Implement appropriate security (technical and administrative) measures to ensure a level of security appropriate to the risk of data processing, to protect the Personal Data and their databases against unauthorized or unlawful processing, accidental loss, destruction, damage, alteration or disclosure.
- Process the Registrants' Personal Data in a manner that ensures appropriate security and confidentiality of the Personal Data, their databases and the processing itself.
- Process the Registrants' Personal Data on behalf of the Registry Operator for the specific purposes of acting as a registrar for domain names within the .CO TLD and to provide Internet domain name registration services with respect thereto, and carry on the activities provided in this Agreement on behalf of the Registry Operator in accordance with such purposes.
- Comply with all the obligations and duties to the Registrants and the Registry Operator pursuant to the applicable Data Protection Law.

The Registration Agreement shall provide that any disputes, claims or controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .CO TLD between Registrant and Registrar shall be governed by the laws of Colombia or the laws of the jurisdiction in which the principal office (or residence for individual Registrants) or place of organization/incorporation of either Registrar or Registrant is located. No other jurisdiction's laws may govern.

Registrant shall be the only person authorized to: a) transfer the registration for any Registered Name; b) update or change any information related to the registration (though the designated technical contact shall be authorized and able to change the date related to DNS servers); or c) request the permanent cancelation of the registration of a Registered Name.

4. Registration Requirements and Acceptable Use Policy

Before Registry Operator will accept applications for registration from Registrar, all applicants for a domain name in the .CO TLD (each, an “Applicant”) must enter into a Registration Agreement with Registrar in accordance with this Agreement.

The Registration Agreement shall include, at a minimum, the following certifications to the best of the Applicant’s knowledge, information or belief under penalty of fraud:

- a) The data provided in the domain name registration application is true, correct, current and complete and Applicant will ensure that all such information is kept up to date;
- b) Neither the registration nor the use of the requested domain name interferes with or infringes upon the lawful rights of any person;
- c) The domain name has not been registered for and will not be used for any purpose that is fraudulent, illegitimate or otherwise in conflict with any applicable laws, rules, regulations, ordinances or decrees, including, without limitation for the submission of unsolicited bulk e-mail, phishing, pharming use of botnets or malware, infringement of the legitimate trademark rights of others, or any other abusive practices; and
- d) The Applicant has the full power and authority to enter into the Registration Agreement on behalf of the Registrant and will be responsible for any errors, falsifications or omissions of information.

The Registration Agreement also shall include the following agreements of Registrant:

- a) An express agreement that the registration and exclusive and perpetual right of use and enjoyment for any Registered Name may be cancelled if Registry Operator or Registrar determines that Registrant has provided information that is incorrect, false or inaccurate either in the initial registration process or in any subsequent communications or in the event Applicant violates any of the terms of the Registration Agreement.
- b) An express agreement to follow and be bound by all Registry Operator Policies and Specifications (including, without limitation, the Registry Operator Privacy Policy), as the same may be updated, modified or replaced from time to time, and to subject themselves to any dispute resolution process for the resolution of disputes regarding Registered Names that may be adopted by Registry Operator, as the same may be updated, modified or replaced from time to time, including, but not limited to, any expedited processes for suspension of a domain name due to claims sought by intellectual property right holders.

c) An express agreement that the domain name may be suspended, terminated, canceled or transferred in the interest of safeguarding compliance with Registry Operator's security or registration policies or as a result of a dispute resolution.

d) An express agreement that the Registered Name will not be used for any illegal purposes, including without limitation, to:

- (i) Distribute malware or engage in malicious hacking, bot-netting, phishing, pharming, fast flux hosting, fraudulent or deceptive practices;
- (ii) Use, promote, encourage the promotion of, or distribute child abuse images or engage in the exploitation of minors in any way;
- (iii) Sell or distribute pharmaceuticals;
- (iv) Infringe the intellectual property rights of any other person or entity including, without limitation, counterfeiting piracy or trademark or copyright infringement;
- (v) Impersonate any person or entity, or submit of information on behalf of any other person or entity, without their express prior written consent;
- (vi) Violate the privacy or publicity rights of any other person or entity;
- (vii) Promote or engage in any spam or other unsolicited bulk email;
- (viii) Distribute software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or computer or network hacking or cracking;

d) An express agreement that all official contact, correspondence and/or other information sent from or on behalf of Registrar, Registry Operator or any other relevant official will be transmitted to the administrative contact information that appears in the Registry Database and that the designated administrative contact is authorized to receive all such communication and information.

e) A statement the Registrant gives its prior, express, and informed consent and authorization to the processing of their Personal Data in accordance with Registrar's and Registry Operator's Privacy Policy;

f) A statement that Registrant gives its prior, express and informed consent and authorization to Registrar and Registry Operator to collect, store, use, share, process, transfer (including international transferring), market and/or disclose to third parties the following information, for the purpose of registration of the Registrant's domain name within the .CO TLD, the Registry Database and Mirror Database/escrow File, the

provisioning of the services in connection therewith, pursuant to the Registrar's and the Registry Operator's Privacy Policy, respectively, and to publish and otherwise disclose the following information in the WHOIS database and elsewhere:

- (i) Names, addresses, telephone numbers and email addresses of the Registrant and Registrant's designated administrative contact.
- (ii) Name, address, telephone number and email address of the Registrant's technical contact.
- (iii) Dates related to the creation, last update and expiration of the Registered Name.

f) An express agreement that all disputes, claims or controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .CO TLD between Registrant and Registry Operator shall be governed exclusively by the laws of Colombia and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Bogotá, Colombia.

g) An express agreement that Registrant assumes all responsibility and liability arising out of any assignment by Registrant of the Registered Name, including, without limitation, with respect to any users, clients, customers, licensees or other persons who may be using any sub-domain of the Registered Name or any Website associated with the Registered Name.

h) An express agreement that neither Registrar's acceptance of the Applicant's registration request nor the actual registration of any Registered Domain shall be deemed an indication that Registry Operator, Registrar or the Colombian Government has made any determination regarding the legality of the registration, the extent to which Registrant's registration and exclusive and perpetual right of use and enjoyment of the Registered Name may violate any applicable laws, rules, regulations, policies, procedures, ordinances or decrees or infringe on the rights of any other person, and that neither Registry Operator, Registrar nor the Colombian Government shall have any liability or responsibility arising therefrom.

5. Information To Be Collected From Registrants

To register a name, Registrants must provide and maintain updated the following minimum registration information:

- a) The domain name registered;
- b) The IP address and corresponding names of the primary and secondary name servers for the Registered Name;

- c) The original creation date and term of the registration;
- d) The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the Registrant of the Registered Name;
- e) The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
- f) The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

6. WHOIS Data Reminder Policy

Registrar agrees to incorporate the WHOIS Data Reminder Policy (“WDRP”), which is hereby adopted by the Registry Operator as an Adopted ICANN Policy, which sets forth the terms, conditions and procedures that govern the accuracy of Registered Names and the ability to make corrections. The WDRP is available at <https://www.icann.org/resources/pages/registrars/consensus-policies/wdrp-en>, as the same may be amended from time to time and which is hereby incorporated and made an integral part of this Agreement.

7. Transfer of Sponsorship of Registrations

Registrar agrees to implement transfers of Registered Name registrations from another Accredited Registrar to Registrar and vice versa pursuant to the Adopted ICANN Policy, ICANN Transfer Policy, which the current version can be found at the following URL: <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en> or any modified version thereof or substitute transfer policy of Registry Operator which may be adopted by Registry Operator and provided to Registrar from time to time via Publication Notice (the “Transfer Policy”). The aforementioned transfers shall not impact or change the Registrant of record’s exclusive and perpetual right of use of enjoyment of the same.

8. Incorporation of Uniform Dispute Resolution Process (UDRP)

Registrar also agrees to incorporate the following text (or translation of such text into relevant language) into the Registration Agreement:

“Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of Uniform Domain Name Dispute Resolution Policies adopted by ICANN, available at <https://www.icann.org/resources/pages/help/dndr/udrp-en> (the “UDRP”), as the same may be amended from time to time and which is hereby incorporated and made an integral part of this Agreement.”

The UDRP Policy, which is hereby adopted by Registry Operator as an Adopted ICANN Policy, sets forth the terms, conditions and procedures that govern disputes between a Registrant and any

party other than the Registry Operator or Registrar over the registration and/or use of a Registered Name. Registry Operator will not review, monitor, or otherwise verify that any particular Registered Name is being used in compliance with the UDRP process, any other Registry Operator Policy or any Governmental Requirement.

9. Reservation

Registry Operator reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry and/or the Registry System; (2) to comply with any applicable laws, rules, regulations, policies, procedures, ordinances or decrees of any government, governmental agency or quasi-governmental agency (including, without limitation, those of the Colombian Government) or any requirements and/or requests of law enforcement authorities, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates and subsidiaries, and their respective owners, officers, directors, managers, employees, agents, contractors and service providers; (4) for violations of this Agreement; or (5) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration. Registry Operator also reserves the right to lock or place on hold a domain name during resolution of a dispute.