

ANNEX PIR - SPECIAL CONDITIONS FOR THE FOLLOWING EXTENSIONS:

.CHARITY, .FOUNDATION, .GIVES

version 3.0 – May the 25, 2022

In addition to Gandi's [Domain name registration contract](#), the registration and use of a .#### 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 .PIR.1. Naming organization

The extensions managed by Public Interest Registry are generic Top-Level-Domain (gTLD).

The entities involved in naming organization are:

- Trustee Authority:
ICANN: <http://www.icann.org>
- Registry:
Public Interest Registry : <http://www.verisign.com/>
- Registry technical operator:
Donuts: <https://donuts.domains/>
- Registrar:
Gandi: <http://gandi.net>

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

Section .PIR.2. Registration policies

When You apply to register a Public Interest Registry 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 these extensions, as defined by ICANN and Public Interest Registry, and which may be viewed at the following pages:

- Registry policies :
<https://thenew.org/org-people/about-pir/policies/org-idn-policies/>
- 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 .#### 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 Registry is available at the following address:

- charity :
<https://www.icann.org/en/registry-agreements/details/charity?section=agreement>
- foundation :
<https://www.icann.org/ar/registry-agreements/details/foundation?section=agreement>
- gives :
<https://www.icann.org/ar/registry-agreements/details/gives?section=agreement>

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .#### 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 .#### Registry is available at

the following address:

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

Section .PIR.3. Special requirements

.#### special requirements are available at:

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

.#### domain names are open to anyone.

Section .PIR.4. Reserved names and premium domain names

Some words are reserved or prohibited, in particular:

<http://www.icann.org/en/about/agreements/registries/####>
(specification 5. schedule of reserved names)

Section .PIR.5. Registration term

The registration term is from 1 to 10 years for requests made 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 .PIR.6 Pricing

Our prices may be viewed at:

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

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 .PIR.7. 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 .PIR.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 .#### 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 .PIR.9. 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 acknowledge that you are aware of the rules relating to disputes concerning transfers :

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

Section .PIR.10. 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 .PIR.11. 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 .PIR.12. 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.

Specific obligations for .CHARITY: If You provide services related to this TLD, the Registry may need, especially in the event of a complaint, to verify that You have the necessary permissions to practice permissions to practice the profession related to the TLD at

stake.

In such case, You will have to provide, upon request, Your license or authorization number as well as the contact information of the authority in charge in order to let the Registry verify Your information.

Specific obligations for .GIVES TLD: You must comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data and financial disclosures. If You collect and maintain sensitive health and financial data You must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

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, defend and hold harmless the Registry and its subcontractors, and their directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, the registration of Your domain name. This indemnification obligation shall survive the termination or expiration of the present contract, whatever may be the cause.

Section .PIR.13. 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 enforce the rules and policies established by the Registry and ICANN each as amended from time to time,
- that is not accompanied by complete, accurate, and up-to-date information, or where required information is not updated or corrected, as required by the rules and policies established by the Registry and ICANN,
- for violation of the present contract or the rules established by the Registry or ICANN,
- to protect the integrity and stability of the domain names system,
- 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,
- to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- as otherwise provided in the terms and conditions and the contracts of 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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