

ANNEX .FRL - SPECIAL CONDITIONS FOR THE .FRL TLD

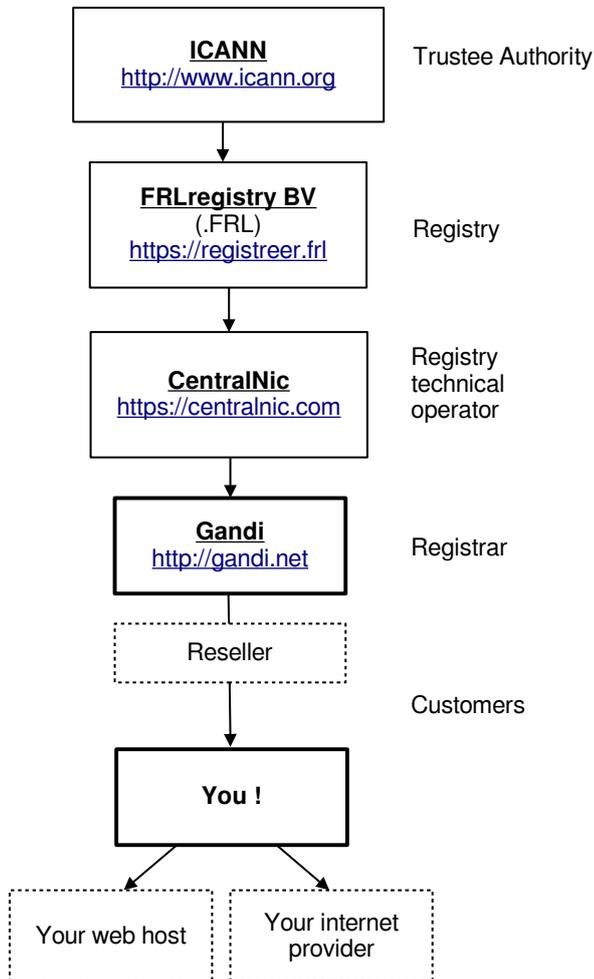
version 1.1 – December the 13rd, 2017

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

Section .FRL.1. Trustee authority and Registry

.FRL is a generic Top-Level-Domain (gTLD) which aim is to promote the province of Fryslân and to cater Frysian people and expats. The following diagram presents the various parties involved for the .FRL TLD:



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

Section .FRL.2. Registration terms and conditions

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

- Registry policies:
<https://registreer.frl/policies>
- CentralNic Terms and Conditions:
<https://www.centralnic.com/support/terms/domains>
- CentralNic Privacy Policy:
<https://www.centralnic.com/pdfs/Privacy%20Policy%20v1.0.pdf>

- Phishing and Abuse Policies:
<https://www.centralnic.com/support/abuse>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .FRL 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 .FRL Registry is available at the following address:

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

Section .FRL.3. Special requirements

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

.FRL domain names are open to anyone.

Section .FRL.4. "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 .FRL.5. Reserved names and premium domain names

Some words are reserved or prohibited, in particular:

- ICANN reserved names:
<http://www.icann.org/en/about/agreements/registries/frl> (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.

Eligible institutions and bodies wishing to register .FRL domain names placed on the Reserved Names list or being delegated such domain name for their exclusive use, will be invited by the Registry to activate their Domain Names in accordance with the following procedure:

<https://registreer.frl/wp-content/uploads/2014/12/puntFRLAnnex5Reservednamesactivationprocedure.pdf>

Section .FRL.6. 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 .FRL.7. Pricing

Our prices may be viewed at:

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

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

Section .FRL.8. 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 acknowledge and accept that the Registry may make use of Your personal data, which use includes the processing, copying, publishing, modifying and making available through the [Whois](#) service of any such data, and authorize its subcontractors and agents to do the same, in accordance and compliance with relevant applicable data protection and privacy legislation, all this for the sole purposes of allowing the Registrar to render the domain name registration service hereunder in accordance with ICANN policies.

However, by default, Your personal information are not displayed in the Registry Whois database.

Section .FRL.9. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .FRL 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 .FRL.10. 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.

Section .FRL.11. 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 .FRL.12. 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 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 .FRL.13. 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.

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, defend and hold harmless the Registry, its directors, officers, employees, subcontractors and agents, to the maximum extent required by law, from and against any claims, damages, liabilities, costs and expenses arising out of or relating to any application and/or request for the registration of a domain name made hereunder, the registration of a domain name and/or the use of a domain name. Such obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

Section .FRL.14. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry shall be entitled to reject a request for domain name registration or suspend, revoke, or delete a domain name registration, at the discretion of the Registry:

- if and when the Registry does not hold complete and accurate information as described in the applicable policies, or is not in compliance with any other provision of such policies; or
- to protect the integrity and stability of the Registry and domain name system and/or the operation or management of the .FRL.
- in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry may hereafter retain or oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies, or decrees; or
- to avoid any liability on behalf of the Registry, including their respective affiliates, directors, officers, employees, subcontractors and/or agents.

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