

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

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In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .SWISS 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 .SWISS.1. Naming organization

.SWISS is a generic Top-Level-Domain (gTLD).

The entities involved in naming organization for .SWISS are:

- Trustee Authority:  
**ICANN:** <http://www.icann.org>
- Registry:  
**Swiss Confederation** <https://www.nic.swiss>
- Registry technical operator:  
**CORE Association** <http://www.corenic.org>
- Registrar:  
**Gandi:** <http://gandi.net>

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

### Section .SWISS.2. Registration policies

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

- Policies:  
<https://www.nic.swiss/nic/en/home/Hilfe/unterlagen.html>  
(in particular ".swiss - Registration Policy")
- Registration for .SWISS must comply with the n° 784.104.2 Ordinance of 5 November 2014 on Internet Domains (OID):  
<https://www.nic.swiss/nic/en/home/Hilfe/unterlagen.html>
- 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 .SWISS 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 .SWISS Registry is available at the following address:  
<http://www.icann.org/en/about/agreements/registries/swiss>

### Section .SWISS.3. Special requirements

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

.SWISS domain names are open to legal entities with sufficient link to Switzerland, and to natural persons domiciled in Switzerland and Swiss nationals.

#### 3.1 Eligibility rules

If You are registering a .SWISS domain name as a legal person, You must fulfill all the following requirements:

- You must be a legal entity with sufficient link to Switzerland. This occurs if You are:
  - A public body or another public organization under Swiss public law,

- A legal entity registered in the Swiss Commercial Register having its seat in Switzerland and an effective site of administration in Switzerland, or

- An association or foundation not registered in the swiss commercial register having its seat and an effective site of administration in Switzerland.

- If the domain name is used to provide products or services or to advertise them, a seat and an effective place of administration are required.

- The domain name applied for must legitimately be considered as objectively linked to the applicant or the intended use of the domain name. This occurs in particular if the domain name satisfies one of the following conditions:

- it contains a name for which the applicant holds a trademark right,
- it refers to a name objectively linked to the state or its activities that is required by the respective public body or the public law organization concerned,

- it contains a geographical designation, or a clear variation or abbreviation of a name, to which the applicant has a legitimate right or interest, to which it has a legitimate right or interest in the public mind, or it is authorized to use by the public body or bodies or other organizations concerned,
- it reflects a name in which the applicant has a legitimate interest or which is associated with the applicant in the public mind, and

- The requested name is not a designation with a generic character, without prejudice to be eligible under the Registry's naming mandate program as set forth in section 6 of the registration policy: <https://www.nic.swiss/nic/en/home/Hilfe/unterlagen.html>. In exceptional cases, the Registry may allocate domain names which do not meet the eligibility requirements set forth in this section when the interest of this allocation for the Swiss community so justifies.

If You are registering a .SWISS domain name as an individual, You must fulfill all the following requirements:

- You are a natural persons domiciled in Switzerland or a Swiss national.

- The domain name must contain at least one of the following designations:

- one of the official names or other names registered in the civil register,

- one of the forenames,

- a married name,

- a registered partnership name,

- a name received in a religious order,

- an artist's name under which the person has become known or

- a name attached to a distinctive sign (e.g. a registered trade mark) to which the applicant has the rights.

- A freely chosen designation may be added to any of these compulsory designations.

- Names that correspond to or are similar to generic names cannot be allocated to a natural person. Such names can only be allocated to a natural person if they are supplemented by another name, for example a first name, a fictitious name or a reference to a hobby.

- Swiss nationals domiciled abroad may not use a .SWISS domain name for commercial activities from abroad. Their domain name may only be used for private, associative or charitable purposes.

During the registration of Your domain name on Our Interface, You have to provide:

- Your "enterprise ID" information (IDE/UID/IDI) if you are a

- company,
- Your Swiss social insurance (OASI/ AHV/ AVS) number in the form of the UPI (Universal Person Identification) if You are an individual,
- the reason of Your registration and the intended use of Your domain name.

Domain application validation involves the validation of the registrant contact (if this has not already been done for another domain application) as well as a preliminary examination of whether the application complies with the eligibility rules. The Registry may ask the registrar, the reseller or registrant to correct or complete the data. The rejection or withdrawal of an application triggers a full refund of the application fee from Registry to Registrar. However, the Registry may deny a refund in case of abusive behavior.

### **3.2 Allocation rules**

Applications are assigned to a publication phase at the moment their validation is completed. A new publication phase starts on a Wednesday at 13:00 UTC every week, ending 20 calendar days later at 13:00 UTC on a Tuesday.

Once Your .SWISS domain name application is submitted, the Registry will examine it and it will publish it for 20 days. During this publication period other applicants may submit a registration application for this same domain name.

If there is more than one eligible application for the same name, the name will be allocated:

- To the applying public body or organization under public law if such organization is in contention against private applicants and if the applied for name is in itself in the public interest,
- To the one among the applying public bodies or organizations under public law which intends to use the domain in a way offering a clearly superior added value for the Swiss community compared to the other intended uses; if no project satisfies this requirement and if the public bodies or organizations under public law are unable to agree on a single or combined application, the Registry will abstain from allocating the domain name.
- Among private applicants:
  - To the applicant which has a right to a trademark corresponding to the domain name concerned when it is in competition with applicants not benefiting from such a right.
  - To the highest bidder in an auction when the applicants have competing rights to trademark corresponding to the domain name concerned, unless an auction appears inappropriate in view of all the circumstances or in view of the applicants involved; the proceeds of the auctions accrue to the federal coffers,
  - If no applicant holds a trademark right:
    - To the one who first submitted the registration request if all applicants are not-for-profit entities and effectively pursue such aims, or
    - To the one among the applicants which intends to use the domain in a way offering a clearly superior added value for the Swiss community compared to the other intended uses; if no project satisfies this requirement and if the applicants are unable to agree on a single or combined application, the Registry submits the assignment to a drawing of lots or to an auction; the proceeds of the auctions accrue to the federal coffers.

If the domain name is allocated to another person following the publication phase, You may be refund subject to full reimbursement by the Registry.

### **Section .SWISS.4. Reserved names**

Some words are reserved or prohibited:

- Agreement between ICANN and the Registry (specification 5. schedule of reserved names) : <http://www.icann.org/en/about/agreements/registries/swiss>
- Domain names reserved by the Registry: <https://www.nic.swiss/nic/en/home/Hilfe/unterlagen.html> (Registration Policy - 4)

- Designations or categories of designations listed in the Section 3.3 of the registration policy are reserved for a certain kind of person: <https://www.nic.swiss/nic/en/home/Hilfe/unterlagen.html>
- Domain names which correspond to or which are connected with designations of a generic character with a particular interest for all or part of the Swiss community may only be allocated under a naming mandate as described in the Section 6 of the registration policy: <https://www.nic.swiss/nic/en/home/Hilfe/unterlagen.html> Some domain names can be available for registration via Our interface but may be assigned in naming mandate by the Registry. In this case You will be contacted by the Registry. Naming mandates are subject to specific fees that Our customer service department can provide you with upon request.

### **Section .SWISS.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 .SWISS.6. Pricing**

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

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 .SWISS.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 .SWISS.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 .SWISS domain names, 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>
- 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 .SWISS.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.

#### **Section .SWISS.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 .SWISS.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 .SWISS.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.

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 .SWISS.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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