

# ANNEX Top Level Design - SPECIAL CONDITIONS FOR THE .DESIGN, .WIKI, .INK, .GAY TLDs

version 2.1 – February 23th, 2022

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

## Section .1. Naming organization

.DESIGN, .WIKI, .GAY et .INK are generic Top-Level-Domain (gTLD).

The following diagram presents the various parties involved for these TLDs:

- Trustee Authority:  
**ICANN:** <http://www.icann.org>
- Registry:  
**Top Level Design, LLC :** <https://toplevel.design/>
- Registry technical operator:  
**GoDaddy Registry :** <https://registry.godaddy/>
- Registrar:  
**Gandi:** <http://gandi.net>

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

## Section .2. Registration policies

When You apply to register one of those 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 these domain names, as defined by ICANN, Top Level Design LLC and GoDaddy which may be viewed at the following pages:

- Registry policies:  
<https://toplevel.design/policy>
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to these TLDs 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 these extensions Registry is available at the following address:  
<https://www.icann.org/en/registry-agreements>  
(by researching the specific TLD)

## Section .3. Special requirements

The special requirements are available at:  
<https://www.gandi.net/en/domain/tld/design>  
<https://www.gandi.net/en/domain/tld/wiki>  
<https://www.gandi.net/en/domain/tld/gay>  
<https://www.gandi.net/en/domain/tld/ink>

.DESIGN, .WIKI, .GAY et .INK domain names are open to anyone.

## Section .4. "Trademark Claim Notice"

In accordance with ICANN rules, during at least 90 days upon the 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 received 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 send to Donuts.

If You confirm Your registration request, the third parties that are the owners of an identical mark are notified of Your registration.

## Section .5. Reserved names and premium domain names

Some words are reserved or prohibited, in particular:

<http://www.icann.org/en/about/agreements/registries/design>  
<http://www.icann.org/en/about/agreements/registries/wiki>  
<http://www.icann.org/en/about/agreements/registries/gay>  
<http://www.icann.org/en/about/agreements/registries/ink>

## Section .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 .7. Pricing

Our prices may be viewed at:  
<https://www.gandi.net/en/domain/tld/design>  
<https://www.gandi.net/en/domain/tld/wiki>  
<https://www.gandi.net/en/domain/tld/gay>  
<https://www.gandi.net/en/domain/tld/ink>

"Premium" domain names are subject to specific prices as indicated on Our interface during Your order.

## Section .8. Storage of contact information

You consent to the use, copying, distribution, publication in particular in the public Whois database ([.DESIGN](#), [.WIKI](#), [.GAY](#), [.INK](#)), modification and other processing of Your personal contact information by the Registry and GoDaddy and their designees and agents, in accordance with the Registry privacy policy.

## Section .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 these 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:

### **Section .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 .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 .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 .13. 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 .14. Rights of the Registry**

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

- 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,
- 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 and GoDaddy, their affiliates, subsidiaries, officers, directors and employees,
- 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 or in the present contract.

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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