

ANNEX .INC - SPECIAL CONDITIONS FOR THE .INC TLD

version 1.1 – May the 18th, 2021

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

Section .INC.1. Naming organization

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

The entities involved in naming organization for .INC are:

- Trustee Authority:
ICANN: <http://www.icann.org>
- Registry:
Intercap Holdings Inc.: <http://nic.inc>
- Registry technical operator:
CentralNic: <https://centralnicregistry.com>
- Registrar:
Gandi: <http://gandi.net>

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

Section .INC.2. Registration policies

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

- Registry policies :
https://get.inc/assets/inc_launch_policies-deaef8780428ba95c74e866c2bbce2b9b498de2d81031e80d74ef0960cb30d59.pdf
- 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 .INC 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 .INC Registry is available at the following address:

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

Section .INC.3. Special requirements

.INC special requirements are available at:

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

.INC domain names are open to anyone.

Some words are reserved or prohibited, in particular:

- Contract between ICANN and Registry (Specification 5. Schedule of reserved names):
<http://www.icann.org/en/about/agreements/registries/inc>
- Registry policies (1.7 Reserved names):
https://get.inc/assets/inc_launch_policies-deaef8780428ba95c74e866c2bbce2b9b498de2d81031e80d74ef0960cb30d59.pdf

Section .INC.4. 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 .INC.5. Pricing

Our prices may be viewed at:

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

Section .INC.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 Registry services as defined in the Registry agreement with ICANN and in accordance with the Registry privacy policy.

Section .INC.7. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .INC 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 .INC.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, the registration period is extended by one year.

Section .INC.19 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 .INC.10. 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 .INC.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 delete Your domain name.

You agree to comply with all applicable laws including those relating to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data, and financial regulations.

If You are collecting and maintaining sensitive health and financial data, You agree to comply with applicable laws on the provision of such services and including security measures applicable to that sector.

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 (within 30 days of demand), its technical operator, and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns 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 Registrant's domain name registration. This indemnification obligation shall survive the termination or expiration of the present contract. It is expressly understood that the indemnified parties listed above are intended third-party beneficiaries of the registration agreement for purposes of enforcing the obligations of the domain name owner.

Section .INC.12. Rights of the Registry

You acknowledge and agree that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- per the terms of the present contract;
- to protect the integrity and stability of the Registry and domain names system;
- to comply with any applicable laws, ICANN or government rules or requirements, requests of law enforcement, or any dispute resolution process;
- to avoid any liability, civil or criminal, on the part of the Registry, as well as its 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;
- in case of non-payment of Registry's fees.

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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