ANNEX .AG - SPECIAL CONDITIONS FOR THE .AG TLD

version 1.2 - October the 17th, 2023

In addition to Gandi's <u>Domain name registration contract</u>, the registration and use of a .AG 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 <u>website</u>. Capitalized terms have the definition attributed to them in Our <u>Domain name registration contract</u>. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

Section .AG.1. Naming organization

.AG is the official country code Top-Level-Domain (ccTLD) of Antigua-and-Barbuda.

The entities involved in naming organization for .AG are:

Registry:

Nic AG: https://www.nic.ag/index.php

Registry technical operator:

Identity Digital: https://www.identity.digital/

· Registrar:

Gandi: http://gandi.net

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

Section .AG.2. Registration policies

When You apply to register a .AG 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 .AG domain names, as defined by Nic AG and Identity Digital and which may be viewed at the following pages:

- Registry's rules : https://www.nic.ag/policies.htm
- · Identity Digital's rules: https://www.identity.digital/policies

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .AG Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

Section .AG.3. Special requirements

.AG special requirements are available at: https://www.gandi.net/fr/domain/tld/ag

.AG domain names are open to anyone.

To register for a .AG domain name, You must abide by the following conditions:

- the registration term is 1 up to 10 years,
- to avoid any deactivation of the domain name, the renewal must be paid and funds cleared before the Expiration date,
- provide and maintain accurate, reliable and up-to-date personal contact information. The wilful provision of inaccurate or unreliable personal contact information, the wilful failure promptly to update it or the failure to respond within a deadline of 15 calendar days to inquiries by Gandi or the .AG Registry concerning the accuracy of Your contact information shall constitute a breach of the present contract and may result in the deletion of Your domain name,
- You warrant that Your choice and Your use of the domain name will not infringe the rights of third,
- if You grant a user license to a third party, You remain bound, as the owner, by all the terms and conditions of the contract and You are fully liable for the use made of Your domain name,
- some words are prohibited for domain name registration: http://www.nic.ag/reserved-names-policy.htm,
- names containing two characters followed by two hyphens are not allowed.

Section .AG.4. 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 .AG.5. Pricing

Our prices may be viewed at: https://www.gandi.net/fr/domain/tld/ag

Section .AG.6. Personal data

You consent to the collect, use, copying, distribution, publication, in particular in the Registry public <u>Whois</u> 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 and in accordance with the Registry privacy policy.

Section .AG.7. Dispute resolution policy

The .AG Registry has adopted ICANN's UDRP procedure for the resolution of disputes for .AG domains, that You agree fully abide by:

http://www.nic.ag/dispute_policy.htm

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 Provider (WIPO):

http://www.wipo.int/amc/en/domains/cctld/ag/index.html

Section .AG.8. Transfer (change of Registrar)

The specific transfer rules can be viewed at: https://www.nic.ag/modify.htm

The process is started on Our Interface. Before starting a transfer request, please ensure that:

- You can provide the authorization code associated with the domain. You can obtain this code from the current Registrar, via the domain's owner or administrative contact,
- · Your domain does not have a TransferProhibited status,
- Your domain name does not expire soon (We recommend that You start the transfer request at least one month before the domain's Expiration),
- Your domain name was created at least 60 days prior to the request.
- the last transfer is older than 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 .AG.9. Ownership change

The ownership change process is available on Our Interface, it requires the confirmation of the two parties by e-mail.

The owner change of a .AG domain name does not change the domain's Expiration date.

Section .AG.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 .AG.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 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 .AG.12. 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 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,
- for violation of the present contract or the rules established by the Registry,
- · 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 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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