ANNEX .GENT - SPECIAL CONDITIONS FOR THE .GENT TLD

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In addition to Gandi's Domain name registration contract, the registration and use of a .GENT 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 .GENT.1. Trustee authority and Registry

.GENT is a generic Top-Level-Domain (gTLD) which aim is to promote the Belgian city of Ghent. The following diagram presents the various parties involved for the .GENT TLD:

- Trustee Authority
  ICANN: http://www.icann.org
- Registry
  Easyhost BV: http://www.nic.gent
- Registry technical operator
  CentralNic: https://centralnicregistry.com/
- Registrar
  Gandi: http://gandi.net

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

Section .GENT.2. Registration terms and conditions

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

- Registry Policies :
  https://centralnicregistry.com/support/policies
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .GENT 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 .GENT Registry is available at the following address:
http://www.icann.org/en/about/agreements/registries/gent

Section .GENT.3. Special requirements

.GENT special requirements are available at:
http://www.gandi.net/domain/gent/info

.GENT domain names are open to anyone.

Section .GENT.4. Reserved names and premium domain names

Some words are reserved or prohibited:
http://www.icann.org/en/about/agreements/registries/gent
(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.

The registration of "premium" domain names is not available on Our interface, You would need to contact Our customer service department for this.

Section .GENT.5. 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 .GENT.6. Pricing

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

"Premium" domain names are subject to specific prices that will be communicated by Our customer service department upon request.

Section .GENT.7. 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 Our escrow agent (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 accept that the Registry can access Your personal contact information and display it in the public Whois database.

Section .GENT.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 .GENT 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 .GENT.9. 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 .GENT.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 domain's expiration date.

Section .GENT.11. 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 .GENT.12. 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.

By submitting a registration or modification request You acknowledge that:

- Your request must contain true, accurate and up-to-date information, must be made in good faith, for a lawful purpose, and must not infringe the rights of any third party,
- You must update or correct any information held with the Registry during the registration term of a domain name registration, moreover, You must maintain throughout the registration term of a domain name registration a working e-mail address with the Registry,
- You represent and warrant that the domain name applied for or domain name registration made has been made and will continue to be in good faith, for a lawful purpose and that such domain name does not infringe the rights of any third party
- You have to participate in good faith in any proceedings as established by the Registry and ICANN,
- You are not using Your domain name for defamatory purposes, contrary to public order or morality or unlawful under applicable laws and regulations
- You have to accept and abide by the rules and policies enacted by the Registry.

In addition, You acknowledge that any data, communications and information received from Gandi in the context of the rights protection mechanisms may be used by the Registry in the context of these processes, and exchanged with third parties engaged by the Registry in order to assist in and manage these processes as the Registry deems appropriate.

Any documentary evidence, communications or any other information to be submitted by Gandi to or exchanged with the Registry or any third party appointed by the latter in the context of the special rights protection mechanisms put in place by the Registry for the TLD shall be submitted electronically in accordance with the procedures mentioned below, and shall be in the English language.

With respect to any set of documentary evidence submitted, You expressly and unconditionally represent and warrant that :

(I) You are acting on Your name and on Your behalf or You are legally entitled to act in the name and on behalf of a third party and You have received to this end a valid authorization for filing documentary evidence and/or exchanging information in Your name and on Your behalf, a copy whereof shall be produced to the Registry at the latter's simple request.

(II) To Your knowledge, the documentary evidence and/or information submitted by the Registrar are true and genuine copies of the original documents, are complete, accurate, up-to-date and not fraudulent, and drawn up in accordance with this agreement.

You acknowledge and agree that any non-compliance with the above requirement may cause an application for the registration of a domain name in relation with which the the non-compliant evidence has been submitted, to be rejected by the Registry and/or a domain name registration effectuated on the basis of such information and/or evidence to be revoked by the Registry and/or any third party acting on behalf of the Registry in this respect.

You shall keep available to Gandi and the Registry any official documents supporting an application or request for the registration of a domain name made in the context of the rights protection mechanisms put in place by the Registry for the TLD, and more in particular the claims made therein as regards intellectual property rights made by and/or on Your behalf. You shall make such documents available to the Registry upon our first and simple written request.

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 and hold harmless the Registry, including 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. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

Section .GENT.13. Exclusion of liability and actions 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:

- if an when the Registry does not hold complete and accurate information as described in the respective TLD Policies, or is not in compliance with any other provision of such TLD Policies, or,
- to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the TLD, or
- 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 to 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 or
- following the outcome of a Sunrise Reconsideration Proceeding (as defined in the respective TLD Policies)

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