ANNEX ICM Registry - SPECIAL CONDITIONS FOR THE TLDS
.ADULT, .PORN, .SEX, .XXX

version 2.2 – June the 15th, 2021

In addition to Gandi's General Terms and Conditions of domain name registration, the registration and use of a .ADULT, .PORN, .SEX or .XXX 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.

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Section .ICM.1. Naming organization

.ADULT, .PORN, .SEX and .XXX are generic Top-Level-Domains (gTLDs) dedicated to websites for adults. The following diagram presents the various parties involved and the naming organization for the these TLDs:

• Trustee Authority :
  ICANN : http://www.icann.org
• Registry :
  ICM Registry : https://icmregistry.com
• 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 .ICM.2. Registration policies

When You apply to register a .ADULT, .PORN, .SEX or .XXX domain name, You acknowledge You have fully understood and You have full knowledge of, and You agree to abide by all the rules and specific conditions of .ADULT domain names, as defined by ICANN and ICM Registry and which may be viewed at the following pages:

• ICM Registry policies:
  https://icmregistry.com/about/policies
• 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 ICM Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

The contracts between ICANN and ICM Registry for each concerned extension are available at the following address: https://www.icann.org/resources/pages/registries/registries-agreements-en

Section .ICM.3. Special requirements

Special requirements are available at:

.ADULT: http://www.gandi.net/domain/adult/info
.PORN: http://www.gandi.net/domain/porn/info
.SEX: http://www.gandi.net/domain/sex/info
.XXX: http://www.gandi.net/domain/xxx/info

.ADULT, .PORN and .SEX domain names are open to anyone.

.XXX domain names are open to the members of the adult entertainment industry ("the sponsored community").

However, the persons who are not member of the sponsored community can registered .XXX domain names, these domain names will be inactive (non-resolving domain names).

.XXX authentication process

The members of the sponsored community will have to be authenticated as member of the sponsored community for activate their domain names.

If You are not yet authenticated, once Your application made on Our website, the Registry will send You an email to the email address associated to the owner contact (one unique email per email address) with a link to the authentication form.

Important: the email address associated to the owner contact must be the email address of the domain name owner.

You commit to comply with the IFFOR rules (the International Foundation For Online Responsibility in charge of .XXX policies). Thereby You must agree to permit automated scanning of any website associated or forwarding to Your domain name for vulnerabilities (phishing, malware …) and for compliance with IFFOR policies, and You must agree not to employ technological or other means to defeat or prevent such scanning.

Section .ICM.4. Reserved names

Some words are reserved or prohibited, in particular ICANN reserved names:

• .ADULT :
  http://www.icann.org/en/about/agreements/registries/adult
  (specification 5. schedule of reserved names)
• .PORN :
  http://www.icann.org/en/about/agreements/registries/porn
  (specification 5. schedule of reserved names)
• .SEX :
  http://www.icann.org/en/about/agreements/registries/sex
  (specification 5. schedule of reserved names)
• .XXX:
  http://www.icann.org/en/about/agreements/registries/xxx
  (specification 6. schedule of reserved names)

Section .ICM.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 .ICM.6. Pricing

Our prices may be viewed at:

.ADULT: https://www.gandi.net/domain/price/detail/adult
.PORN: https://www.gandi.net/domain/price/detail/porn
.SEX: https://www.gandi.net/domain/price/detail/sex
.XXX: https://www.gandi.net/domain/price/detail/xxx

"Premium" domain names are subject to specific prices as displayed during Your order.

Section .ICM.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 .ICM.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 .ADULT, .PORN, .SEX and .XXX 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

Special procedures applicable to .XXX

The following procedures are also applicable to .XXX domain names:

- CEDRP procedure (Charter Eligibility Dispute Resolution Policy) established by ICANN relative to the infringement of eligibility conditions.
- RES procedure (Rapid Evaluation Service) is a suspension process applicable for certain situations involving a clear abuse.

The rules applicable to these procedures are available at the following address: https://icmregistry.com/about/policies.

Section .ICM.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.

Upon successfully transferring a domain, the registration period is extended by one year.

Section .ICM.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 .ICM.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 .ICM.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 delete Your domain name.

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 and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating in any way to Your 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 .ICM.13. 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, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name or any transaction:

- 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 avoid any civil or criminal liability on the part of the Registry, its affiliates, subsidiaries, officers, directors, employees and contractors,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- for violation of the Registry rules,
- for the non-payment of fees to 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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