

ANNEX .RIO - SPECIAL CONDITIONS FOR THE ..RIO ccTLD

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In addition to Gandi's [General Terms and Conditions](#) of domain name registration, the registration and use of a .RIO 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 .RIO.1. Naming organization

As part of its Corporate offer, Gandi offers You the possibility of registering domain names in the above-mentioned TLD, available only to Our Gandi Corporate customers. Gandi registers the domain name manually, either with the Registry, or through a service provider ("Service Provider").

By requesting the registration of a domain name in this TLD, 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 domain names registration, as defined by the Registry.

Registration and management are done manually, and are therefore subject to processing times that can vary from a few hours/days to several weeks. Gandi allows You to place Your orders directly on Our Website, and to manage Your domain names in this extension via Your Gandi interface. However, Your requests and/or modifications are not automatically transmitted to the Registry or the Service Provider, and will only be effective after reception and validation by the Registry.

In accordance with Our Contracts, You agree to provide and maintain reliable, accurate, and up-to-date personal information, failing which the Registry or the Provider may suspend and/or delete Your domain name.

You consent to the collection, use, copying, distribution, publication, in particular in the public Whois database of the Registry, and if applicable the Service Provider, if applicable, the modification and any other processing of Your personal data by the Registry, and if applicable the Service Provider, as well as their technical operators, representatives and agents for the purpose of providing domain name registration services and in accordance with the applicable personal data processing policies.

Our prices can be viewed at: <http://www.gandi.net/domaine/prix/info>

Section .RIO.2. Registration policies

.RIO is a generic extension for the city of Rio de Janeiro in Brazil. The various parties involved in organizing the naming of .RIO are :

- Trustee Authority:
ICANN : <http://www.icann.org>
- Registry:
Nic.RIO: <https://nic.rio/>
- Registry technical operator:
Nic.BR: <https://nic.br/>
- Provider
Key system: <https://www.key-systems.net/>
- Registrar:
Gandi: <http://gandi.net>

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

Section .RIO.3. Registration policies

By applying for the registration of a .RIO 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 .RIO domain names, as defined by ICANN and .RIO, and which may be viewed at the following pages:

- Règles applicables au .RIO :
<https://nic.rio/english/policies/>
- Règles de l'ICANN :
<http://www.icann.org/en/general/consensus-policies.htm>

These documents, which You acknowledge having read and accepted via Our Interface, bind You to the .RIO Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding upon Us as well as upon You.

The contract between ICANN and the .RIO Registry is available at the following address:

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

Section .RIO.4. Special requirements

.Our special conditions are available on :
<http://www.gandi.net/domain/rio/info>

RIO domains are open to :

- legal entities incorporated in Brazil whose head office, branch, franchisee or licensee is located in the city of Rio de Janeiro, registered with the National Registry of Legal Entities (CNJP / MF).
- natural persons with a fixed address in the city of Rio de Janeiro registered with the Registry of Natural Persons (CPF / MF).

All .RIO domain names must provide substantial content on the website, which by definition does not include a generic page, a parking page, a page under construction or an advertising page.

Registrar will also include in its Registration Agreement a specific provision warning Registrants that if they lose eligibility to a TLD domain, such domain might be suspended, prevented from renewal or deleted according to TLD Policy. Registrar will make reasonable efforts at registration time to warn registrants of such possibility and will make resellers also follow such policy.

Section .RIO.5. Registration term

The registration period is from 1 to 10 years. To avoid domain deactivation, renewal must be paid for and completed before the Expiration date.

Certain terms are reserved or prohibited for registration, including :
<http://www.icann.org/en/about/agreements/registries/RIO>
(specification 5. schedule of reserved names)

Section .RIO.6. Pricing

Our prices can be viewed at:
<https://www.gandi.net/domain/price/detail/RIO>

Section .RIO.7. Dispute resolution policy

The Registry has adopted ICANN's UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System)

dispute resolution policies for .RIO domain names, to which You agree to abide unconditionally.

The texts governing the UDRP are available at the following addresses:

- ICANN dom.RIO 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>

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

The registration and transfer of a domain name in these TLDs is carried out directly via Gandi's interface, and then manually by Gandi with the Registry or Service Provider. Consequently, the registration or transfer of Your domain name will not be effective as soon as You place Your order on Our Website. Gandi commits to transmitting Your registration or transfer request to the Registry or Registrar within two business days of the validation of Your order on Our Website.

Since the registration and transfer of a domain name in these TLDs is done manually, the time required to validate and process Your request with the Registry may vary, depending on the TLD chosen, from a few hours to several weeks after Gandi has sent Your request.

In addition, according to the specific rules of each TLD, the registration and transfer may be subject to the sending of a form and/or supporting documents to Gandi, which We will forward to the Registry or Service Provider within one business day of Your reply. In this case, We will inform You by e-mail of the documents required to complete Your request. The registration or transfer of Your domain name will then only be effective upon receipt and validation of these documents by the Registry.

Section .RIO.9. Administrative and technical management

The management (modification of personal data, contacts and DNS, renewals, etc.) of domain names is also carried out manually. Your modifications and/or operations carried out on Our interface are therefore not automatically processed nor effective. Gandi commits to transmitting them to the Registry or the Service Provider within two business days. The validation and processing time of Your modifications by the Registry can also vary, depending on the chosen extension, from a few hours to several weeks after Gandi has sent Your request and/or Your modifications.

These modifications and/or operations may also be subject to the sending of a form and/or supporting documents to Gandi, which We will forward to the Registry or the Service Provider within one business day of Your reply. In this case, We will inform You by e-mail of the documents required to complete Your request. Modifications and/or operations will then only be effective after receipt and validation of these documents by the Registry.

Under certain proposed TLDs, changes to the contacts and/or DNS associated with Your domain name are invoiced by the Registry and/or the Registrar. You agree to pay Gandi the fees for these modifications, which will be communicated to You by Our Corporate department. Gandi will only send Your modifications once full payment has been received.

In order to avoid the deletion of a domain name, the renewal request

for Your domain names may need to be made to Gandi up to several weeks (generally 40 days) before the Expiration date. As renewal is done manually, We recommend that You initiate Your renewal request well in advance of the Expiration date, in order to take into account the delays inherent to the processing of Your request and to the chosen payment method. You will be notified by email 60 days, 30 days, 15 days and 1 day before the renewal deadline for the chosen extension.

Section .RIO.10. Owner obligation

You agree to provide and maintain reliable, accurate and up-to-date personal data, failing which the Registry may suspend and/or delete Your domain name.

You acknowledge and agree that any distribution of malicious software, use of "botnets" for malicious purposes, "phishing", acts of piracy, violation of trademark rights or copyrights, fraudulent or deceptive practices, counterfeiting or any other activity contrary to law are expressly prohibited. If You fail to do so, You may be liable for the suspension of Your domain name, as well as for any damages suffered by third parties for which You are directly and fully responsible, and for the application of any penalties provided for by applicable law.

You agree to indemnify, defend and hold harmless the Registry and its subcontractors, as well as their directors, officers, employees, agents and affiliates, from and against any and all claims, demands, actions, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with the registration of Your domain name. This indemnification obligation shall survive the termination of this agreement for any reason whatsoever.

Section .RIO.11. Registry rights

The Registry is a third party beneficiary of the Registration Agreement and is entitled to enforce its rights under the Registration Agreement.

You acknowledge and agree that the Registry reserves the right to refuse, cancel or transfer any registration or transaction, or place any domain name on "hold", suspension ("hold") or similar status, as it deems necessary, in its sole and absolute discretion:

- in order to apply the rules and policies of the Registry and/or ICANN in force and their subsequent amendments;
- whose information is not reliable, accurate and up-to-date, or has not been updated or corrected in accordance with the rules and policies of the Registry and ICANN;
- as a result of violation of this Agreement or the rules established by the Registry or ICANN;
- in order to protect the integrity and stability of the Registry or the domain name system;
- in application of the laws and regulations in force, of a request from a competent authority, or in application of a decision of a competent judicial or administrative authority or of an alternative dispute resolution body as established by the Registry and ICANN for the arbitration and mediation of disputes;
- to establish, assert or defend the rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability of the Registry, its affiliates, subsidiaries, co-contractors, officers, directors, representatives, employees or shareholders, or resulting from damages caused to such persons;
- to correct errors related to the registration of a domain name made by the Registry and/or any Registrar ;
- in accordance with the Registry's general terms and conditions and contracts.

The Registry is also authorized to place Your domain name on "lock", "hold" or any other similar status if Your domain name is the subject of a pending dispute.

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