ANNEX .SG - SPECIAL CONDITIONS FOR THE EXTENSIONS
.SG, .新加坡 (.xn--yfro4i67o) and .சிங்கப்பூர் (.xn--clchc0ea0b2g2a9gcd)

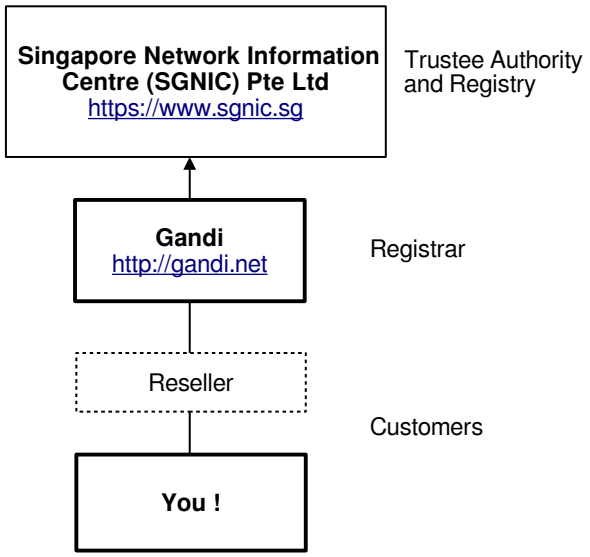
version 2.1 – June 10th, 2019

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .SG .新加坡 and .சிங்கப்பூர் 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 .SG.1. Trustee authority and Registry

.SG is the official country code Top-Level-Domain (ccTLD) of Singapore. .新加坡 corresponds to the .SG in Chinese language and .சிங்கப்பூர் corresponds to the .SG in Tamil language. The following diagram presents the various parties involved and the naming organization for .SG, .新加坡 and .சிங்கப்பூர் extensions:



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

Section .SG.2. Registration terms and conditions

When You apply to register a .SG, .新加坡 or .சிங்கப்பூர் domain name, You acknowledge to have fully understood and to have full knowledge of, and You agree to abide by all the rules and specific conditions of .SG, .新加坡 and .சிங்கப்பூர் domain names, as defined by SGNIC, and which may be viewed at the following page: https://www.sgnic.sg/revised-policy-documents.html

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

You affirmatively acknowledge and agree that on registration of Your domain name You has entered into a relationship with the Registry, and that the relationship between You and the Registry is governed by the Registry Domain Name Registration Agreement (as available at the web page mentioned above).

Section .SG.3. Special requirements

Special requirements are available at:
.SG: http://www.gandi.net/domain/sg/info
.新加坡: http://www.gandi.net/domain/xn--yfro4i67o/info
.சிங்கப்பூர்:
http://www.gandi.net/domain/xn--clchc0ea0b2g2a9gcd/info

Eligibility

.SG, .新加坡 and .சிங்கப்பூர் domain names are open to anyone.

.COM.SG domain names are reserved to commercial entities either registered, or in the midst of registering (in that case You have 30 days to complete and furnish evidence of successful registration with the competent professional body), with the Singapore Accounting and Corporate Regulatory Authority (ACRA), the Singapore Enterprise or with any professional body in Singapore. A foreign company may also apply for a .COM.SG domain name. A unit, for example a division or department, of any organization referred in this paragraph or of any government body, may also apply for this category provided its parent organization confirms in writing the relationship between the parent organization and such unit.

.ORG.SG are reserved to organizations which are either registered or in the process of registering (in that case You have 30 days to complete and furnish evidence of successful registration with the competent professional body), with the Registry of Societies (“ROS”). Other organizations which are not registrable under the Societies Act or the Companies Act or a professional body (such as community clubs, grassroots organizations, churches and embassies) may also apply under this category. A unit, for example a division or department, of a registered society referred to in this paragraph or of any government body, may also apply for this category provided its parent organization confirms in writing the relationship between the parent organization and such unit.

.EDU.SG are reserved to educational institutions. Applicants must be (a) registered with the Ministry of Education in Singapore, or (b) registered with the Ministry of Social and Family Development, or (c) registered under the Private Education Act, or (d) is otherwise authorized by law or the Government to provide educational services in Singapore. A unit, for example a division or department, of any government body may also apply for this category.

.NET.SG are reserved to (a) “Infocomm Media Development Authority” licensees, or (b) providers offering network-based data hosting services such as email hosting, DNS hosting, web hosting and data centers provided that they are either registered or in the process of registering, with the Accounting and Corporate Regulatory Authority (“ACRA”), Enterprise Singapore or any professional body in Singapore. Any applied name in this category must be reflective of and substantially linked to the applicant’s principal business operations and/or company name. Any use of the applied name must be for the main purpose of conducting the applicant’s said business. A unit, for example a division or department, of any government body may also apply for this category.

.PER.SG are reserved to Singapore citizens and permanent residents above the age of 18 years old.

.GOV.SG are reserved to Singapore government bodies.

In any case, You have to designated an administrative contact in Singapore with a valid SignPass ID or CorpPass ID. If You do not provide a local administrative contact at the time of the registration, Gandi will automatically and free of charge declare its local contact as administrative contact of Your domain name at the Registry.

During the registration process the owners who are a legal person have to indicate their entity number.

The Registry may, at any time, require You to provide the relevant proof of Your eligibility and/or other documents to support Your registration. If You do not provide the required document the Registry may suspend or delete Your domain name.

Verification process

If You provide a local administrative contact, this contact will receive an email from the Registry to validate the identity and contact details of the owner contact. To do so, the administrative contact will have to login via the link provided by the Registry (http://verifiedid.sgnic.sg) with its SignPass ID or CorpPass ID and validate the owner contact information or request the owner contact to update its information if necessary.

If the owner contact information is not validate within 21 days of the domain name registration, the Registry will suspend the domain name and the renewal of the domain name will be prohibited.

The administrative contact has to exercise due diligence to check the owner contact information and can be contacted by the Registry in its investigation into any inaccurate or false information.

This validation process applies also in case of any modification in the owner contact information and in case of change of the administrative contact. In any case, the administrative contact will receive an email from the Registry when a validation is required.

If Gandi's local contact is declared as the administrative contact of Your domain name at the Registry, Gandi may request You an ID document or any other document to validate Your information at the Registry. If You do not provide the requested document within the given deadline, Gandi will not validate Your information, and so Your domain name will be suspended by the Registry and the renewal of Your domain name will be prohibited.

Gandi's local administrative Contact

In accordance with Our Contracts, You remain solely and fully responsible, with regards to third parties, Gandi, and its local contact, for the choice, use, direct and indirect consequence of, problem, or dispute regarding the choice and/or registration and/or use of any domain name registered with Gandi's local contact.

You acknowledge and accept that Gandi or its local contact will communicate the complete contact information associated to Your domain name as in Our database, to any third party that makes a request for said information, to the competent authorities, or in the event of a dispute concerning a domain name (legal or alternative dispute resolution procedure).

You expressly authorize Gandi and Gandi's local contact to make any decision related to the domain name and to take immediate action if necessary, in the event where the local contact would be forced to act on the domain name without delay.

The local contact may, at any time, terminate its service without Your ability to prevent said termination. You will be notified of this decision by e-mail, You will then be under the obligation to designate, within the deadline given, another eligible local contact.

In case of transfer to an other Registrar, You must first or simultaneously designate a new local contact.

Section .SG.4. Registration term

The registration term is from 1 to 2 years. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared before the Expiration date.

Section .SG.5. Pricing

Our prices can be viewed at:
.SG: https://www.gandi.net/domain/price/detail/sg
.新加坡 : https://www.gandi.net/domain/price/detail/xn--yfro4i67o
.சிங்கப்பூர் :
https://www.gandi.net/domain/price/detail/xn--clchc0ea0b2g2a9gcd

Section .SG.6. Storage of contact information

You consent to the Registry collecting, storing, processing, using, disclosing and publishing Your personal data in any form or medium, including but not limited to through Whois Registry database, for any lawful purpose in accordance with the Registry Privacy Policy. These purposes include publication to any third parties relying on or participating in any administrative proceedings under the Registry domain name dispute policy (SDRP) as detailed in Section 7 below.

The Registry shall be entitled to use Your personal data to operate Whois services for the public as indicated above. The information made available for the Whois service, its manner of use and the steps that the Registry may take to protect Your privacy are as set out in the Registry Whois Policy.

Section .SG.7. Dispute resolution policy

The Registry has set forth a specific domain name dispute resolution policy (SDRP) for .SG, .新加坡 and .சிங்கப்பூர் that You agree fully abide by:
https://www.sgnic.sg/domain-dispute.html

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

The process is started on Our Interface. Before requesting the transfer of the domain, please be sure that You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name:
- does not have a TransferProhibited status, and
- will not expire in less than 7 days.

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

Section .SG.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 does not change the domain name Expiration date.

Section .SG.10. Deletion process

Upon the Expiration, the domain name is suspended for 30 calendar 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 status 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. The new expiration date will be based on the date when the domain name has been effectively restored.

If the domain name is neither renewed nor restored within these deadlines, the Registry will delete the domain name, which will become available for registration under the "first-come first-served" basis.

Section .SG.11. Reseller obligations

In accordance with Registry rules, Resellers have to agree with the following:

- Comply with and implement all rules and procedures adopted by

the Registry. Additionally, Resellers shall comply with any directions and/or guidelines issued by the Registry in connection with any domain name, including but not limited to the suspension and/or deletion of any domain name which has been registered through the Reseller, and/or the provision of registration services within the time periods so specified in the directions and/or guidelines.

- Immediately give notice to the Registry via Gandi of any claim, demand, legal proceedings, investigation or application made by any party in relation to any domain name that the Reseller becomes aware of, and promptly give notice to the Registry via Gandi of any change in circumstances which may result in the Reseller being unable to meet any of its obligations as a Reseller.

- Abide by any specifications or policies prescribed by the Registry relating to the verification and periodic re-verification of information associated with a domain name and upon becoming aware of any inaccuracy in the information associated with a domain name maintained by the Reseller (including without limitation, contact information), promptly notify the Registry via Gandi of such inaccuracy and take reasonable steps to investigate and correct that inaccuracy.

- Have in place a commercial general insurance policy that provides reasonable levels of liability coverage for any act or omission arising out of Reseller's performance or non-performance of its obligations as a Reseller. Resellers shall furnish a copy of such insurance policy within 7 days of the Registry's written request to do so.

- Not engage in, authorise or countenance (whether directly or indirectly) any activity which the Registry, in its sole and absolute discretion, deems to be designed to undermine or having (or would have) the effect of undermining the Registry's repute or interests including without limitation the Registry's business operations and status as its Registry role, or would expose the Registry to any liability or claim.

Confidentiality

The Reseller and the Registry ("Parties") agree that all information and knowledge relating to each's business which are marked "confidential", or with some other words of similar import or which are or should be reasonably understood to be confidential or proprietary to the Party and non-published information stored in their respective systems, except where permitted to do so in accordance with Registry rules, will be kept strictly confidential and is not to be disclosed or sold to any third party without the prior written consent of the other ("Confidential Information"). Parties agree to protect the Confidential Information with at least the same degree of care as it normally exercises to protect its own confidential information of like character and importance.

The Reseller agrees that the Registry may publicly disclose any information on the Reseller relating to the Registry's operation of the Registry system.

Parties also agree that Confidential Information may be disclosed by any Party when required to do so in compliance with the law, an order of court, or the rules or regulations of any relevant regulatory or governing body with jurisdiction over the said Party, provided that the Party shall give the other Party at least 10 business days written notice prior to the impending disclosure, and shall only disclose such Confidential Information to such extent as is necessary for such compliance, and subject in each case to the Party using its best endeavours to ensure that the recipient of the Confidential Information keeps such information confidential and does not use it except for the purpose for which the disclosure is made.

In the event of an unauthorised disclosure of one Party's Confidential Information by the other Party, the disclosing Party shall inform the other Party of such unauthorised disclosure as soon as practicable.

Limitation on the Registry shared system ("SRS")

The Reseller acknowledges and agrees that the SRS (or any part thereof) may not be available all the time or be error free or that the SRS would not cause any failure of, interruption to or disruption of the Registrar or Reseller systems. The Registry shall not be liable in any way to the Registrar or the Reseller whether in contract, tort (including negligence) or under any other legal theory for any loss, damage or liability incurred or sustained by the Registrar or the Reseller caused by or as a result of any defect, deficiency, breakdown or failure of the SRS, or the incompatibility or unsuitability of any software or system used by the Registrar or the Reseller in relation to or in conjunction with the SRS.

Indemnities

The Reseller agrees to defend, indemnify and hold harmless the Registry and its officers, directors, employees, agents and committee members from and against any and all damages, liabilities, obligations, losses, claims, demands, actions, causes of action, penalties, costs and expenses (including, without limitation, professional and legal expenses) arising out of or in any way connected with the Reseller's violation of the Reseller agreement and the present agreement howsoever caused, any agreements between the Reseller and the domain names holders with respect to domain name registrations, and/or any acts or omissions of the Reseller's part.

Applicable law and arbitration

The relationship between the Reseller and the Registry will be governed by the laws of Singapore.

Any dispute with the Registry shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English.

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