

# ANNEX .COMPARE - SPECIAL CONDITIONS FOR THE .COMPARE TLD

version 1.1 – June 23th, 2021

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

.COMPARE is a generic Top-Level-Domain (gTLD).

The parties involved in naming organization for .COMPARE are:

- Trustee Authority:  
**ICANN:** <http://www.icann.org>
- Registry:  
**GoDaddy Registry:** <https://registry.godaddy/>  
<http://nic.compar>
- Registrar:  
**Gandi:** <http://gandi.net>

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

## Section .COMPARE.2. Registration policies

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

- Registration Policy:  
<https://drive.google.com/drive/folders/1niHP8SDXPM0hBM0yyuNn2lkdiATISoMW>
- 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 the .COMPARE Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

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

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

## Section .COMPARE.3. Special requirements

.COMPARE special requirements are available at:

<http://www.gandi.net/domain/compare/info>

.COMPARE domain names are open to anyone.

## Section .COMPARE.4. Reserved names

Some words are reserved or prohibited, in particular:

<http://www.icann.org/en/about/agreements/registries/compare> (specification 5. schedule of reserved names)

## Section .COMPARE.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 .COMPARE.6. Pricing

Our prices may be viewed at:

<https://www.gandi.net/domain/price/detail/compare>

You acknowledge that price for the creation of a domain name may be greater than or less than the price for the renewal of that domain name.

Premium domain names are subject to specific prices as published on Our website during Your order.

For requests made in preregistration, if the domain name You have preregistered is a "premium" domain name that Gandi was not able to identify during Your order, Your request will be put in "error" and You will be notified by email. Then, You will be able to either pay the additional costs applicable to "premium" domain names in order to validate Your registration request or cancel Your request. It being specified that if You do not contact Our customer service department and do not pay the additional costs applicable to "premium" domain names, Your registration request will not be sent to the Registry.

## Section .COMPARE.7. Personal data

You consent to the 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 service providers, subcontractors 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 .COMPARE.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 .COMPARE 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 .COMPARE.9. Transfer (change of Registrar)

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain name, 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 name, the registration period is extended by one year.

#### **Section .COMPARE.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 Expiration date.

#### **Section .COMPARE.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 .COMPARE.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.

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, 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 to the registration of Your domain name. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause.

#### **Section .COMPARE.13. Exclusion of liability and actions of the Registry**

You acknowledges and agrees that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- to enforce the rules and policies established by the Registry and ICANN each as amended from time to time,
- to protect the integrity and stability of the Registry and 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 liability, civil or criminal, on the part of the Registry, its affiliates, subsidiaries, officers, directors, and employees,
- per the term of the present contract,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- to prevent use of a domain name in a manner contrary to the intended purpose of the .COMPARE extension.

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

The Registry shall have no liability to of any kind to the domain name holder, its customers, affiliates, service providers or any other party as a result of such denial, cancellation or transfer.

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