ANNEX .CORSICA - SPECIAL CONDITIONS FOR THE .CORSICA TLD

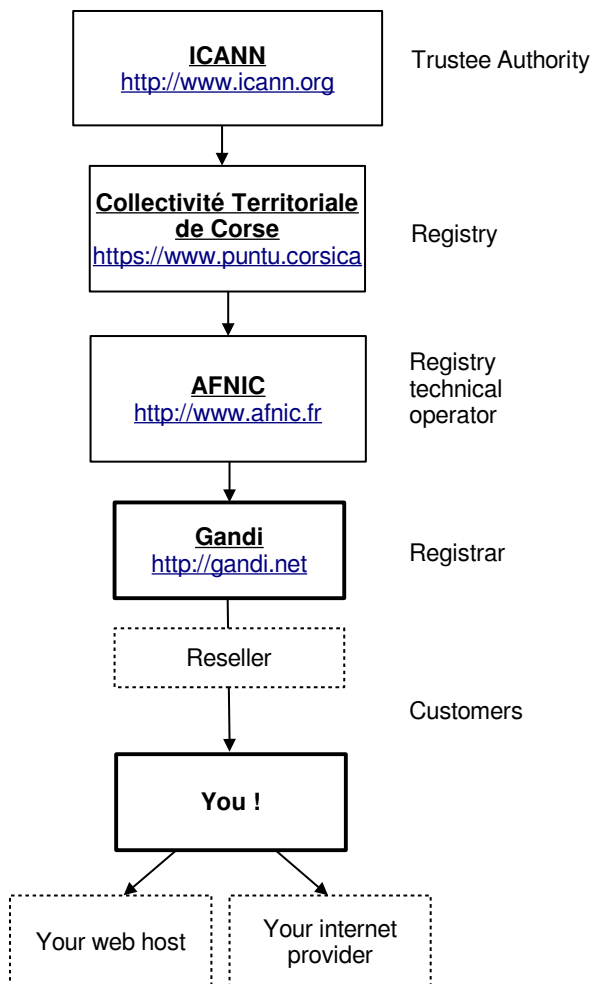*version 1.2 – September 24th, 2019*

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .CORSICA 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 General Terms and Conditions of domain name registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

Section .CORSICA.1. Trustee authority and Registry

.CORSICA is a generic Top-Level-Domain (gTLD) which aims to target Corsican companies and Corsican fellows and also to address the Corsican diaspora around the world. .CORSICA is also deemed to be used by natural persons wherever they are, who have an indirect or direct link with Corsica, his citizens, his culture or his language. The following diagram presents the various parties involved for the .CORSICA TLD:

ICANN http://www.icann.org	Trustee Authority
Collectivité Territoriale de Corse https://www.puntu.corsica	Registry
AFNIC http://www.afnic.fr	Registry technical operator
Gandi http://gandi.net	Registrar
Reseller	
You !	Customers
Your web host	Your internet provider

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

Section .CORSICA.2. Registration terms and conditions

When You apply to register a .CORSICA 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 .CORSICA domain names, as defined by ICANN and the Collectivité Territoriale de Corse and which may be viewed at the following page:

- Registry policies:
  https://www.puntu.corsica/Politiques-de-Registre-de-Puntu-Corsica_a14.html
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

The French version of the Registry policies will prevail.

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

You acknowledge that the Registry is an intended third-party beneficiary of this contract and that it can enforce its rights on the grounds of this contract. The expiry or the termination of this contract is without incidence on the vested rights of the Registry which derive from this contract.

Section .CORSICA.3. Special requirements

.CORSICA special requirements are available at:
http://www.gandi.net/domain/corsica/info

.CORSICA domain names are open to anyone that satisfies at least one of the following criteria:

- **Organization in Corsica:** an organization having its headquarter in Corsica or a secondary establishment registered in Corsica.
- **Corsican resident:** a natural person with a valid address on the Corsican territory.
- **Diaspora and cultural link, family or identity link with Corsica:** any natural person who has and will prove a direct or indirect link (economic, social, cultural, familial, historical or otherwise) with Corsica and who wish to promote and enhance it.
- **Trademark protection:** an organization having its headquarter outside Corsica and does not have a secondary establishment in Corsica but willing to protect its trademark. In that case the domain name must be strictly identical to the registered trademark et it will be inactive.

In addition of the above-mentioned criteria, the Registry recommends to the holder of a domain name, in case it creates a website, to create and maintain in Corsica language at least one page of its website.

You acknowledge that You must satisfy the eligibility criteria on a permanent basis during the life cycle of the domain name. When You no longer satisfy these criteria, You must reach Gandi in a timely manner, and no later than 14 calendar days after the change of Your situation that could hinder Your eligibility in the light of the above-mentioned criteria.

No proofs will be requested by the Registry during the registration of the domain name. Nonetheless, the Registry could during the life cycle of the domain name, and to its sole discretion and upon his own initiative, undertake the verification of the above-mentioned eligibility criteria and request that You provide the necessary evidences of Your compliance with one of the eligibility criteria.

In case of doubts regarding the accuracy of the information provided or in case of detection of an infringement of the policies of the Registry, You will be notified and You shall, within 14 calendar days, answer to the request of the Registry. Lack of response within the given deadline can lead to the suspension or deletion of the domain.

If the Registry deems that You do not satisfy the eligibility criteria, the domain name or the content of the website does not comply with the missions and purpose of the .CORSICA or Your data are inaccurate, the Registry can decide at his entire discretion to lock, place on hold, transfer to a third party or delete the domain name without issuing any decision and without any remedy available for You.

Section .CORSICA.4. "Trademark Claim Notice" period

In accordance with ICANN rules, during at least 90 days upon general opening, a "Trademark Claim Notice" period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the "labels" generated), You will receive a warning notice ("Trademark Claim Notice") in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be sent to the Registry.

If You confirm Your registration request, third parties who own an identical mark are notified of Your registration.

Section .CORSICA.5. Reserved names and premium domain names

Reserved names

Some words are reserved or prohibited:

• ICANN reserved names:
  http://www.icann.org/en/about/agreements/registries/corsica
  (specification 5. schedule of reserved names)
• Registry reserved name policy:
  https://www.puntu.corsica/Politiques-de-Registre-de-Puntu-Corsica_a14.html (Politique d'enregistrement – 3. Les noms de domaine réservés et restreints)
• names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Premium domain names

Any purchase of a premium domain name will necessarily require its exploitation by its holder via an active website. The holder will have a period of 6 months after the registration to set up a website using the premium domain name. Otherwise the Registry may proceed to the suspension and/or deletion of the domain name. In any case, any delay in operation must be justified to the Registry and will be analyzed to determine its admissibility.

Any activity of speculation, "parking", purchase for the purpose of reselling or any activity of cybersquatting, typosquatting and other criminal maneuver is strictly prohibited. The Registry reserves the right to conduct the necessary pre-sales and after-sales investigations and to question any candidate or any holder of a premium domain name, on the use he intends to make of it. If the use deemed non-compliant with applicable policies, the Registry may proceed to the suspension and/or deletion of the premium domain name.

In any case if a premium domain name is suspended and/or deleted, You will not be entitled to any refund.

Section .CORSICA.6. 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 .CORSICA.7. Pricing

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

Premium domain names are subject to specific pricing as displayed on Our website at the time of Your order.

Section .CORSICA.8. 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 IRON MOUNTAIN (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 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 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 .CORSICA.9. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .CORSICA 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 .CORSICA.10. 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 .CORSICA.11. 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 .CORSICA.12. 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 .CORSICA.13. 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 and hold harmless, to the extent provided for by law, the Registry and its officers, directors, employees and agents, from and against any and all claims, damages, liabilities, costs, and expenses arising out of or relating in any way to the registration and/or the use of 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 .CORSICA.14. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry shall be entitled to modify the status of a domain name during the resolution of a dispute or a verification procedure, and to reject, modify, cancel or transfer to a third party any registration that it deems necessary, in its sole and entire discretion:

• to protect the integrity and stability of the Registry and domain names system,
• to comply with applicable laws, regulations or in accordance with an dispute resolution procedure,
• to avoid any liability of the Registry, its affiliates, members, subsidiaries, directors, officers and employees,
• to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
• to comply with ICANN and/or Registry policies.

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