

ANNEX .IN.NET - SPECIAL CONDITIONS FOR THE .IN.NET TLD

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In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .IN.NET 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 .IN.NET.1. Naming organization

.IN.NET is a second-level extension of .NET for the India zone.

The various parties involved in naming organization for .IN.NET:

- Registry:
Radix FZC: <http://radixregistry.com>
- Registry technical operator:
Tucows: <https://tuowdomains.com>
- Registrar:
Gandi: <http://gandi.net>

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

Section .IN.NET.2. Registration policies

When You apply to register a .IN.NET 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 for .IN.NET domain names, as defined by Radix Registry and Tucows, and which may be viewed at the following pages:

- Registry policies:
<http://domains.in.net/policies>
- Tucows policies:
<https://tuowdomains.com/help/legal-policies/>

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

Section .IN.NET.3. Special requirements

.IN.NET special requirements are available at:
<http://www.gandi.net/domain/in.net/info>

.IN.NET domain names are open to anyone.

You must provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry may delete Your domain name.

Section .IN.NET.4. 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 .IN.NET.5. Pricing

Our prices can be viewed at:

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

Section .IN.NET.6. 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 technical operator, and their designees and agents for the purposes of providing Registry services and in accordance with the Registry privacy policy.

Section .IN.NET.7. Dispute resolution policy

The Registry has adopted the ICANN Uniform Dispute Resolution Policy (UDRP) for .IN.NET domain names, that You agree fully abide by: <http://domains.in.net/dispute-resolution-policy>

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>

Tucows (<https://tuowdomains.com/report-abuse/>) and the Registry (<http://domains.in.net/anti-abuse-policy>) have also set up a specific abuse policy, on phishing and fraud.

Section .IN.NET.8. Transfer (change of Registrar)

The process is started on Our Interface. Before requesting the transfer of the domain name, please be sure that You have the domain name 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).

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 .IN.NET.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 .IN.NET.10. Deletion process

Upon the Expiration, We suspend (Hold) the domain name for 40 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 on "Pending Delete" status for several days, and then delete the domain name, which will become available for registration under the "first-come first-served" basis.

Section .IN.NET.11. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry may delete Your domain name.

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 agree to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming, disclosure of data and financial regulations.

You agree that if You use Your domain name to collect and or maintain sensitive health and financial data, You must implement

reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

You commit Yourself to indemnify, defend and hold harmless the Registry, its technical operator and subcontractors, and their directors, officers, employees, agents and affiliates 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, for any reason whatsoever, to the registration or use of Your domain name, or any breach of the registration agreement. This indemnification obligation shall survive the termination or expiration of the present contract, whatever may be the cause.

Section .IN.NET.12. Exclusion of liability and actions of the Registry

You expressly acknowledge and agree that the Registry reserved the right to deny, cancel or transfer any registration or transaction, or place any domain names on registry "lock", "hold" or similar status, as it deems necessary, in its unlimited and sole discretion:

- to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFC),
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- to protect the integrity and stability of the Registry system,
- to comply with applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process,
- if the domain name is already registered or excluded from registration. The Registry may exclude domain names from registration as premium domain names in accordance with .IN.NET policies, the list of these domain names is confidential and may be modified at any time at the Registry's discretion,
- to avoid any liability, civil or criminal, on the part of the Registry, and its affiliates, subsidiaries, officers, directors and employees,
- for non-payment of Registry fees.

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