#### ANNEX .IT.COM - SPECIAL CONDITIONS FOR THE .IT.COM gTLD

Version No. 1.0 of October 28, 2024

In addition to the <u>General Terms and Conditions for the Registration of Domain Names with Gandi</u>, the registration and use of a .IT.COM domain name implies acceptance of and compliance with these special conditions.

All legal and contractual information is permanently accessible from the home page of <u>Our Website</u>. Capitalized terms have the definition attributed to them in the <u>Domain Name Registration Terms and Conditions</u>, including, but not limited to, "You" refers to the owner of the domain name, and "We" refers to Gandi.

### Section .IT. COM.1. Naming organization

.IT.COM is a second-level extension of the .COM in the Italy area, offering an alternative for sites wishing to associate their online presence with Italy while benefiting from the international reach of the .COM.

The parties involved in naming organization for .IT.COM are:

Registry:

(Intis Telecom) IT.COM DOMAINS LTD: https://get.it.com

• Registrar:

Gandi: https://www.gandi.net/fr

You can consult the specific information and rules of each party by clicking on the corresponding links.

### Section .IT. COM.2. Registration Policies

By applying for the registration of a .IT.COM domain name, You acknowledge that You have read and undertake to submit without reservation to all the rules and conditions of registration specific to .IT.COM, defined by the Registry and available at the following addresses:

- https://get.it.com/downloads/Privacy\_policy.pdf
- https://get.it.com/downloads/ToS.pdf
- <a href="https://get.it.com/downloads/it.com-6.-Reserved-Names-List.xlsx">https://get.it.com/downloads/it.com-6.-Reserved-Names-List.xlsx</a>
- https://get.it.com/downloads/Premium-Domains-and-Prices.xls

These documents, which You acknowledge that You have read and accepted via Our Interface, link You to the .IT.COM Registry. These special terms and conditions do not replace these rules, which are incorporated by reference therein, and are binding on Us and You.

## Section .IT. COM.3. Special requirements

Our special conditions are available on: <a href="http://www.gandi.net/domain/it.com/info">http://www.gandi.net/domain/it.com/info</a>

.IT.COM is open to everyone.

You must provide and maintain reliable, accurate and up-to-date personal data, failing which the Registry may destroy Your domain name.

# Section .IT. COM.4. Registration Term

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

#### Section .IT. COM.5. Pricing

Our price lists can be consulted at: https://www.gandi.net/domain/price/detail/it.com

# Section .IT. COM.6. Personal data

You consent to the collection, use, copying, distribution, publication, in particular in the Registry's public Whois database if applicable, the modification and any other processing of Your personal data by the Registry, its agents and agents for the purpose of providing the domain name registration service, pursuant to a request from a competent authority, or in accordance with any applicable law.

# Section .IT. COM.7. Dispute Resolution Policy

The .IT.COM Registry has implemented its own dispute resolution policy inspired by the principles of the UDRP (Uniform Domain Name Dispute Resolution Policy), specifically adapted to .IT.COM domain names. This policy makes it possible to manage registration and use conflicts, particularly in the event of alleged trademark infringement.

You agree to abide by the terms of the .IT.COM registry's dispute resolution policy in the event of a dispute relating to a domain name under this extension.

Registry Dispute Resolution Policy: <a href="https://get.it.com/downloads/it.com%2010.%20Dispute%20Resolution%20Policy%20v2.docx">https://get.it.com/downloads/it.com%2010.%20Dispute%20Resolution%20Policy%20v2.docx</a>

# Section .IT. COM.8. Transfer (change of Registrar)

The transfer request is initiated via Our Interface. Before making any request, make sure that:

- You have provided the authorization code associated with the domain name in question. You can find this code at your current registrar, via the owner account or the administrative contact;
- · Your domain name does not have TransferProhibited status;
- Your domain name does not expire soon (We advise You to initiate the request at least 1 month before Expiration);
- Your domain name was initially registered more than 60 days ago:
- Your domain name has not been transferred in the last 60 days.

When the transfer is completed successfully, a year is automatically added to its previous expiration date.

#### Section .IT. COM.9. Ownership Change

The change of ownership is done online from Our Interface. To be effective, it is subject to validation by both parties by email.

Changing the ownership of a .IT.COM domain name does not change the expiration date of the domain.

### Section .IT. COM.10. Deletion Process

When the domain name expires, We precede the destruction procedure with a hold period of 45 calendar days, during which all technical services that may be associated with the domain name are deactivated. Late renewal according to the standard rates is possible during this period.

Then the domain name goes to "RedemptionPeriod" status, for a period of 30 days, during which the only possible action is the restoration of the domain name, according to the conditions described on Our website and/or communicated by Our customer service.

If it is not renewed or restored within these periods, the Registry places the domain name in "Pending Delete" status for a few days, and then destroys the domain name, which becomes available for registration again on a first-come, first-served basis.

### Section .IT. COM.11. Obligations of the Registrant

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

You acknowledge and agree that any distribution of malware, use of botnets for malicious purposes, phishing, acts of piracy, infringement of trademark or copyright rights, fraudulent or deceptive practices, counterfeiting or any other activity contrary to law are expressly prohibited. Failing this, You are liable to the suspension of Your domain name, in addition to an order for the

benefit of any injured third parties to whom You will be directly and fully liable for the damage caused, as well as to the application of the sanctions provided for by the texts in force.

You agree to indemnify, defend and hold harmless the Registry, its contractors, directors, officers, employees, affiliates and agents from and against any and all claims, complaints, demands, actions, damages, costs, expenses, including reasonable attorneys' fees, arising out of or in connection with Your domain name or its use. This obligation continues after the termination of this Agreement for any reason.

### Section .IT. COM.12. Rights of the Registry

You acknowledge and agree that the Registry reserves the right to reject, cancel, transfer or make unavailable any domain name, if it deems it necessary in its sole and absolute discretion:

- to protect the integrity and stability of the Registry or the Domain Name System;
- pursuant to the laws and regulations in force, a request from a competent authority, or pursuant to a decision of a competent judicial or administrative authority or an alternative dispute resolution body;
- in order to avoid any civil or criminal liability, of the Registry, its affiliates, subsidiaries, subcontractors, and their officers, directors, representatives, employees and shareholders;
- for violating the Registry policies;
- to correct errors related to the registration of a domain name made by the Registry and/or any Registrar;
- to place a domain name in "lock", "hold" or any other similar status during a dispute resolution procedure;
- · for non-payment of fees to the Registry.

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

-end of annex .IT.COM-