#### ANNEX .IT - SPECIAL CONDITIONS FOR THE .IT ccTLD

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In addition to Gandi's <u>Domain name registration contract</u>, the registration and use of a .IT domain name implies the acceptance of and compliance to the present special conditions.

All Your legal information and contracts can be viewed at any time via Our <u>website</u>. Capitalized terms have the definition attributed to them in our <u>Domain name registration contract</u>. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

#### Section .IT.1. Trustee authority and Registry

.IT is the official country code Top-Level-Domain (ccTLD) of Italy. The following diagram presents the various parties involved and the Trustee Authority for the .IT ccTLD:

Trustee Authority :

IIT-CNR (Istituto di Informatica e Telematica of the Consiglio Nazionale delle Ricerche): https://www.iit.cnr.it/

Registry:

Registro .it : http://www.nic.it

Registrar :

Gandi: http://gandi.net

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

## Section .IT.2. Registration terms and conditions

When You apply to register a .IT domain name, You acknowledge to have fully understood, and You agree to have full knowledge of and to abide by all the rules and specific conditions of .IT domain names, as defined by IIT-CNR and Registro .it, and which may be viewed at the following pages:

http://www.nic.it/en/views/docs

And in particular:

 Regulation of assignment and management: <a href="https://www.nic.it/sites/default/files/archivio/docs/">https://www.nic.it/sites/default/files/archivio/docs/</a> Regulation assignation v7.1.pdf

According to the .IT Registry rules, by subscribing to this contract, You give Your explicit acceptance, and You commit Yourself to abide by the following declarations, that are detailed at the end of this contract:

- "Declarations and assumptions of liability"
- "Consent to the processing of personal data for registration"
- "Consent to the processing of personal data for diffusion and accessibility via the Internet"
- "Explicit Acceptance of the following points"

These contracts bind You to the IIT-CNR and the .IT Registry. The present special conditions are not substitutes to these rules, but are a part of it. You acknowledge to have fully understood and accepted these rules on Our website.

## Section .IT.3. Special requirements

.IT special requirements are available at: http://www.gandi.net/domain/it/info

.IT domain names are restricted to individuals or organizations within the European Economic Area (EEA), the Vatican City State, the Republic of San Marino or the Swiss Confederation, and to persons who have citizenship within one of the countries mentioned above.

To register a .IT domain name, You must agree to the following conditions:

- the registration term is 1 year,
- to avoid any deactivation of the domain name, the renewal must be paid and funds cleared before the Expiration date.
- provide and maintain accurate, reliable and up-to-date personal contact information, failing this the .IT Registry can delete Your domain name.
- set up and verify a correct email address used by You as the domain name holder,
- provide Your personal identification number:
  - if You are an organization: company's fiscal code (in particular for Italian organization) or VAT number.
  - if You are an individual: personal fiscal code (in particular for Italian individuals) or number of Your legal identity document,
- if You are an individual without the European Economic Area (EEA), the Vatican City State, the Republic of San Marino or the Swiss Confederation: Your nationality (must correspond to one of the countries above).
- if You are an individual, the owner contact and the administrative contact must coincide.
- specify nameservers (DNS) that are correctly configured for the domain name that You intend to register, according to the Registry's "zonecheck" standards, otherwise Your domain name will be suspended by the Registry,
- the Registry can request additional documentary proof of the registrant's declarations. Should it fail to receive such required documentation within established guidelines Your domain name will be deleted by the Registry,
- some words are reserved or prohibited (in particular geographical names):

https://www.nic.it/sites/default/files/archivio/docs/ Regulation\_assignation\_v7.1.pdf (Articles 3.4 et 3.5),

- names containing two characters followed by two hyphens are not allowed,
- the Registry does not tolerate "cybersquatting", that is to say the systematic buying up and hoarding of domain names.

## Section .IT.4. Pricing

Our prices can be viewed on: https://www.gandi.net/domain/price/detail/it

### Section .IT.5. Storage of contact information

## Section .IT.5.1. Diffusion in the Whois database

You accept that .IT Registry can access to Your personal data and display them in a public Whois database.

With this contract, You start with giving by default Your consent for the diffusion and accessibility of Your personal data via the Whois database, however, You can opt-out of disclosing some personal data (except Your name) from the Whois public database.

## Section .IT.5.2. Italian law about data processing

As Data Processor, pertaining to article 29 of the Italian Legislative Decree of 30 June 2003, no. 196, Personal Data Protection Code, We commit Ourselves to:

- collect essential data for the registration of a domain name deriving from compliance with technical rules RFC 1591, ICP-1, ICP-2 and ICP-3 concerning the Registrant, the administrative and technical contacts necessary for guaranteeing the domain name's effectiveness, as well as consent, by the parties concerned, to the processing of data and its recording in the Data Base of Assigned Names (DBAN),
- collect and maintain data necessary for the completion of management operations for the domain name, as highlighted in the Regulations of the ccTLD .it and adjustment of data in the DBAN.

## Section .IT.6. Dispute resolution policy

The .IT Registry has set forth specific regulations for the resolution of disputes:

- Explanations:
  - http://www.nic.it/en/register-your-it/legal
- · Regulations:
  - https://www.nic.it/en/doc/2015/dispute-resolution-cctldit-regulations-version-21
- Guidelines:
  - https://www.nic.it/en/doc/2015/disputes-resolution-cctldit-guidelines-version-32

## Section .IT.7. 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 expire soon (We recommend that you start the transfer request at least one month prior to its Expiration);
- was created at least 60 days prior to the request, or renewed/transferred at least 7 days prior to the request.

The transfer's completion requires Your confirmation (by e-mail).

The transfer to Gandi does not include any renewal. The creation date is reset at the Registry, and any remaining period is lost.

## Section .IT.8. Ownership change

The owner change can be done through a fax-based process (Gandi form and proofs of identity).

The owner change does not include any renewal. The creation date is reset at the Registry, and any remaining period is lost.

## Section .IT.9. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 14 days, during which time all the associated technical services are deactivated. The late renewal at normal prices is possible during this period.

Then the domain name is placed on Quarantine status and can be restored, in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department. The length of the Quarantine period is 30 calendar days.

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 under the "first-come first-served" basis.

### Section .IT.10. Specific Registry's Terms and Conditions

According to the Registry's rules, You agree to have full knowledge, to accept, and to abide by the following conditions:

#### Sect. - 3. Declarations and assumptions of liability

The Registrant of the domain name in question, declares under their own responsibility that they:

- are citizen or resident in one of the countries of the European Economic Area (EEA), the Vatican City State, the Republic of San Marino or the Swiss Confederation (in the case of registration for natural persons);
- have the registered office based in one of the countries of the European Economic Area (EEA), the Vatican City State, the Republic of San Marino or the Swiss Confederation (in the case of registration for other organizations);
- are aware and accept that the registration and management of a domain name is subject to the "Rules of assignment and management of domain names in ccTLD. it" and "Regulations for the resolution of disputes in the ccTLD.it" and their subsequent amendments;
- take responsibility for keeping the personal information accurate, complete and up-to-date, both with the Registrar with whom the Registrant has registered one or more domain names and with the Registry (through the Registrar);
- guarantee the Registry about the correct operation and update of the email address, in order to correctly receive official communications sent by the Registro and/or the PSRDs, i.e. the bodies accredited by the Registro for the alternative resolution of disputes relating to the reassignment of a domain name under the ccTLD .it. Such communications may substantially change the legal and technical status of the domain name;
- entitled to the use and/or legal availability of the domain name applied for, and that they do not prejudice, with the request for registration, the rights of others;
- aware that for the inclusion of personal data in the Database of assigned domain names, and their possible dissemination and accessibility via the Internet, consent must be given explicitly by ticking the appropriate boxes in the information below. See "<u>TThe ccTLD.it Registry Policy on the WHOIS database</u>" on the website of the Registry (<a href="http://www.nic.it">http://www.nic.it</a>);
- aware and agree that in the case of erroneous or false declarations in this request, the Registry shall immediately revoke the domain name, or proceed with other legal actions. In such case the revocation shall not in any way give rise to claims against the Registry;
- release the Registry from any liability resulting from the assignment and use of the domain name by the natural person that has made the request;
- · accept Italian jurisdiction and laws of the Italian State.

By accepting Our Contract, You accept these conditions

YES accept

## Sec. 5 - Consent to the processing of personal data for registration

The interested party, after reading the disclosure clause: <u>Guidelines</u> section 4 p.90/91, gives consent to the processing of information required for registration, as defined in the above disclosure.

Giving consent is optional, but if no consent is given, it will not be possible to finalize the registration, assignment and management of the domain name.

By accepting Our Contract, You accept these conditions

☑ YES accept

## Sec. 6 - Consent to the processing of personal data for diffusion and accessibility via the Internet

The interested party, after reading the disclosure clause: <u>Guidelines</u> section 4 p.90/91, gives consent to the dissemination and accessibility via the Internet, as defined in the disclosure above. Giving consent is optional, but absence of consent does not allow the dissemination and accessibility of Internet data.

By accepting Our Contract, You accept these conditions. However You can opt-out of disclosing some personal information from the Whois database, see above section ".IT.5. Storage of contact information"

☑ YES accept

# Sec. 7 – Consent to the transfer of personal data to third party countries

The interested party, after reading the above information, gives consent to personal data transfers to a third party country outside the EU, in compliance with current legislation.

The provision of data is optional, but if no consent is given, it will not be possible to complete the registration, assignment and management of the domain name.

☑ YES accept

## Sec. 8 - Explicit Acceptance of the following points

For explicit acceptance, the interested party declares that they:

- d) are aware and agree that the registration and management of a domain name is subject to the "Assignment and management of domain names in the ccTDL.it" and "Regulations for the resolution of disputes in the ccTLD.it" and their subsequent amendments;
- e) are aware and agree that in the case of erroneous or false declarations in this request, the Registry shall immediately revoke the domain name, or proceed with other legal actions. In such case the revocation shall not in any way give rise to claims against the Registry;
- f) release the Registry from any liability resulting from the assignment and use of the domain name by the natural person that has made the request:
- g)accept the Italian jurisdiction and laws of the Italian State.

By accepting Our Contract, You accept these conditions

☑ YES accept

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