ANNEX .LAT - SPECIAL CONDITIONS FOR THE .LAT TLD

version 1.2 – December 8th, 2022

In addition to Gandi's <u>Domain name registration contract</u>, the registration and use of a .LAT 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 <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 .LAT.1. Naming organization .LAT is a generic Top-Level-Domain (gTLD) intended for use to	You expressly agree that non-standard domain names have non- uniform registration and renewal pricing such that the pricing for a domain name may differ from an other domain name.
promote Latin America.	Section .LAT.7. Personal data
 The entities involved in naming organization for .LAT are: Trustee Authority: ICANN: <u>http://www.icann.org</u> Registry: XYZ.COM, LLC: <u>https://nic.lat</u> Registry technical operator: CentralNic: <u>https://centralnicregistry.com</u> Registrar: 	You consent to the collect, use, copying, distribution, publication, in particular in the Registry public <u>Whois</u> 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.
Gandi: http://gandi.net	Section .LAT.8. Dispute resolution policy
You can view the information and special rules of each party involved by clicking on the respective links.	The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .LAT domain names, that You agree fully abide by.
Section .LAT.2. Registration policies	You may view general documentation on the UDRP procedure at
When You apply to register a .LAT 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 .LAT domain names, as defined by ICANN and XYZ.COM LLC, and which may be viewed at the following pages:	 ICANN domain name dispute resolution policies: <u>http://www.icann.org/udrp</u> explanations: <u>http://www.icann.org/en/udrp/udrp.htm</u>
 .LAT Registry policies : <u>https://nic.lat/registry-policies</u> ICANN consensus policies: <u>http://www.icann.org/en/general/consensus-policies.htm</u> 	 Policy: <u>http://www.icann.org/en/dndr/udrp/policy.htm</u> Rules: <u>http://www.icann.org/dndr/udrp/uniform-rules.htm</u> Dispute Resolution Service Providers:
These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .LAT Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.	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
The contract between ICANN and the .LAT Registry is available at the following address: www.icann.org/en/about/agreements/registries/lat Section .LAT.3. Special requirements	Section .LAT.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 name's authorization code (supplied by Your current Registrar), and that Your domain name:
.LAT special requirements are available at: http://www.gandi.net/domain/lat/info	 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),
.LAT domain names are open to anyone.	 was created at least 60 days prior to the request, has not been transferred within the last 60 days.
Section .LAT.4. Reserved names	Upon successfully transferring a domain name, the registration
Some words are reserved or prohibited, in particular: http://www.icann.org/en/about/agreements/registries/lat (specification 5. schedule of reserved names)	period is extended by 1 year. Section .LAT.10. Ownership change
Section .LAT.5. Registration term	The ownership change process is available on Our Interface and requires the confirmation of both parties by e-mail.
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.	The owner change of a domain name does not change the Expiration date.
Section .LAT.6. Pricing	Section .LAT.11. Deletion process
Our prices may be viewed at: https://www.gandi.net/domain/price/detail/lat	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 .LAT.12. Registrant obligations

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.

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, its technical operator and their subcontractors, and the 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 or expiration of the present contract, whatever may be the cause.

Section .LAT.13. Rights of the Registry

You acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry lock, hold (suspension), or similar status as it deems necessary, in its unlimited and sole discretion:

- to protect the integrity and stability of the registry or domain names system,
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process,
- to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees and those of its technical operator,
- per the terms of the present contract,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name.

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

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