ANNEX .US - SPECIAL CONDITIONS FOR THE .US ccTLD

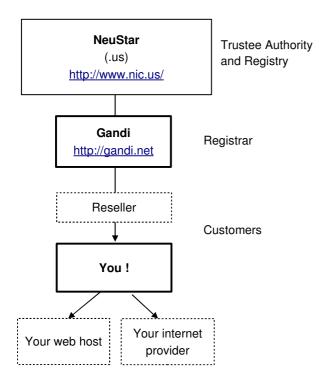
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In addition to Gandi's <u>General Terms and Conditions</u> for domain name registration, the registration and use of a .US domain name implies the acceptance of and compliance to the present special conditions contained herein.

All Your legal information and contracts can be viewed at any time via Our <u>website</u>. Capitalized terms have the definition attributed to them in Our <u>General Terms and Conditions</u> of Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi. Your current contracts are freely available for viewing when You log into Your account at: http://www.gandi.net/admin/contracts/.

Section .US.1. Trustee authority and Registry

.US is the official country code Top-Level-Domain (ccTLD) of the United States of America. The following diagram presents the various parties involved and the Trustee Authority for the .US TLD:



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

Section .US.2. Registration terms and conditions

When You apply to register a .US 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 .US domain names, as defined by NeuStar, and which may be viewed at the following pages:

- .US Domain Name Registration Terms and Conditions: http://www.nic.us/policies/docs/neustar_registrar_terms.pdf
- Eligibility criteria (usTLD Nexus Requirements): http://www.nic.us/policies/docs/ustld_nexus_requirements.pdf

 Privacy Policy: http://www.nic.us/policies/docs/us privacy.pdf

These contracts are binding between You and the .US 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.

Section .US.3. Special requirements

.US special requirements are available at: http://www.gandi.net/domain/us/info

To register a .US domain name, You must meet the eligibility criteria which may be viewed at the following page:

http://www.nic.us/policies/docs/ustld_nexus_requirements.pdf

.US domain names are open to people that have a contact with the United States of America:

- a person:
 - who is a United States citizen,
 - who is a permanent resident of the United States or any of its possessions or territories,
 - or whose primary place of domicile is in the United states or any of its possessions;
- a United States entity or organization:
 - that is incorporated within the United States, the district of Columbia or any of the United States possessions or territories,
 - or that is organized or otherwise constituted under the law of a state of the United States, the district of Columbia or any of the United States possessions or territories (including a federal, state or local government of the United States or a political subdivision thereof, or non-commercial organizations based in the United States);
- a foreign entity or organization that has a bona fide presence in the United States or any of its possessions or territories on the basis of a real and substantial lawful connections with, or lawful activities in the United states. You certify that You regularly engage in lawful activities (commercial or non-commercial) in the United States or maintain an office or other property within the United States.

You certify that You satisfy these eligibility criteria, or else NeuStar can delete Your domain name.

To register for a .US domain name, You must also adhere to the following conditions:

- · 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;
- You must provide and maintain accurate, reliable and up-todate personal contact information, or else the .US Registry can delete Your domain name;
- You shall specify nameservers (DNS) located within United States:
- some words are reserved or prohibited:
 http://www.nic.us/faqs/index.html#list_reserved_names,
 http://www.nic.us/registrars/fcfs/dotus_reservedlist_v3.zip;
- names containing two characters followed by two hyphens are not allowed.

Section .US.4. Pricing

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

Section .US.5. Storage of contact information

You accept that the .US Registry can access Your personal contact information and display it in the public Whois database.

In application of Our accreditation contract with NeuStar, all personal and technical information associated with the registration of Your domain name is recorded and made available to NeuStar, in addition to messages pertaining to each registration or modification, during the entire duration of Our accreditation with NeuStar, plus the three following years.

According to the <u>.US Domain Name Registration Terms and Conditions</u> (8.), You understand and agree that the United States Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all data that You have provided. "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

Section .US.6. Dispute resolution policy

NeuStar has set forth specific .US domain name Alternative Dispute Resolution Policy that You agree fully abide by:

- usTLD Dispute Resolution Policy and Rules: http://www.nic.us/policies/docs/usdrp.pdf
- Dispute Resolution Service Providers: http://www.nic.us/policies/dispute providers.html

In addition, NeuStar has adopted additional special rules relative

to eligibility criteria (Nexus Dispute Policy), that You agree fully abide by:

- Nexus Dispute Policy and Rules: http://www.nic.us/policies/docs/nexus_dispute_policy.pdf
- Dispute Resolution Service Providers: http://www.nic.us/policies/dispute providers.html

Section .US.7. Transfer (change of Registrar)

The specific transfer rules can be viewed at: http://www.nic.us/policies/docs/USTransferPolicy.pdf

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 have a TransferProhibited status:
- does not expire soon (We recommend to start the transfer request at least one month before Expiration);
- was created and transferred at least 60 days prior to the request.

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

Upon successfully transferring a domain, the registration period is extended by one year.

Trade (changing the owner and the registrar at the same time) is possible, by checking an option on Our transfer interface.

Section .US.8. 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 of a .US domain name does not change the domain's Expiration date.

Section .US.9. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 30 days, during which time all associated technical services are deactivated. Late renewal at normal price 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.

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