

ANNEX .ONG/NGO - SPECIAL CONDITIONS FOR THE .ONG/NGO TLDs

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In addition to [Gandi's Domain name registration contract](#), the registration and use of a .ONG/NGO 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 website](#). Capitalized terms have the definition attributed to them in Our Domain name registration contract. Specifically, “You” refers to the owner of the domain name, and “We” designates Gandi.

Section .ONG/NGO.1. Trustee authority and Registry

.ONG/NGO are generic Top-Level-Domains (gTLDs) dedicated to non-governmental organizations.

The parties involved:

- Trustee Authority:

ICANN: <https://www.icann.org>

- Registry:

Public Internet Registry: <https://pir.org>

- Registry technical operator:

Identity Digital: <https://www.identity.digital>

- Registrar:

Gandi: <https://www.gandi.net/>

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

Section .ONG/NGO.2. Registration terms and conditions

When You apply to register a .ONG/NGO 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 .ONG/NGO domain names, as defined by ICANN and Public Interest Registry and which may be viewed at the following pages:

- Registry policies : <https://pir.org/our-impact/ngo-ong-policy/>
- ICANN consensus policies: <https://www.icann.org/consensus-policies-en>

These policies bind You to the .ONG/NGO 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.

The contracts between ICANN and the Registry for .ONG/NGO TLD are available at the following addresses:

.NGO: <https://www.icann.org/en/registry-agreements/details/ngo>

.ONG: <https://www.icann.org/en/registry-agreements/details/ong>

Section .ONG/NGO.3. Special requirements

Our special requirements are available at:

- [.ONG](#)
- [.NGO](#)

Eligibility conditions

.ONG/NGO domain names are reserved to non-governmental organizations.

A non-governmental organization must meet all the following criteria:

1. Focused on acting in the public interest. Whether in support of education or health, the environment or human rights, members of the .ONG/NGO community work for the good of humankind and/or the preservation of the planet and do not promote discrimination or bigotry.

2. Non-profit focused entities. While many NGOs engage in commercial activities or generate revenue in support of their missions, members of the .ONG/NGO community do not recognize profits or retain earnings.

3. Limited government influence. Recognizing that many NGOs have important interactions with government, not least for reasons of funding (which may include receipt of some government funding in support of their programs), members of the .ONG/NGO community decide their own policies, direct their own activities and are independent of direct government or political control.

4. Independent actors. Members of the .ONG/NGO community should not be political parties nor should be a part of any government. Participation in the work of an .NGO and .ONG is voluntary.

5. Active Organizations. Members of the .ONG/NGO community are actively pursuing their missions on a regular basis. Members must also actively use the .NGO or .ONG domain name in the DNS (i.e., developed website, email services).

6. Structured. Members of the .ONG/NGO community, whether large or small, operate in a structured manner (e.g., under bylaws, codes of conduct, organizational standards, or other governance structures).

7. Lawful. Members of the .ONG/NGO community act with integrity within the bounds of law.

The Registry has determined that organizations formed under the laws of China do not meet the criteria “Limited Government Influence” and “Independent Actors.” Accordingly, prospective registrants from China and its territories should not register .NGO and .ONG as they will not meet PIR’s Eligibility Requirements. In the event PIR discovers that a .NGO or .ONG domain name is registered by an organization organized under the laws of the People’s Republic of China (or any territory thereof), PIR will delete the domain name for failing to meet our Eligibility Requirements.

Name Selection Policy

The Registry permits the following types of domain name registrations in .NGO and .ONG:

- the name of (entire or portion of) the NGO, its “doing business as” name;

- an acronym representing the NGO;
- a name that recognizes or generally describes the NGO; or
- a name related to the specific mission or activities of the NGO.

Verification process

The Registry conducts audits of .NGO and .ONG domain registrations and reserves the right to cancel, transfer, or modify a domain name, in accordance with PIR's Policies and other legal requirements. The Registry will conduct an audit of .NGO and .ONG domain registrations if it receives a claim that this Policy has been violated.

1. Registrars will be notified of an audit and asked to collect the registrant's NGO details and evidence of their charitable status.
2. The Registry may verify the NGO status and request additional information if needed. (*i.e.: government lists, corporate documents (e.g., Articles of Incorporation), tax records or other documents evidencing the entity's charitable status and work in the community it serves.*)
3. Registrars have 30 days to respond; if the registrant doesn't meet the requirements, their domain will be deleted without refund.
4. If the registrant fails to respond within 30 days, their domain will be placed on ServerHold.

Section .ONG/NGO .4. Reserved names

Some words are reserved or prohibited:

- Registry policies : <https://pir.org/our-impact/reserved-names-policy/> (Reserved Names Policy)
- ICANN reserved names:
<https://www.icann.org/en/registry-agreements/details/ngo>
<https://www.icann.org/en/registry-agreements/details/ong>
(specification 5. schedule of reserved names)

Section .ONG/NGO.5. 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 .ONG/NGO.6. Pricing

Our prices may be viewed at: <https://www.gandi.net/en-US/domain/tld>

- [.ONG](#)
- [.NGO](#)

"Premium" domain names are subject to specific prices as displayed on Our website during Your order.

Section .ONG/NGO.7. 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 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.

Section .ONG/NGO.8. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .ONG/NGO domain names, that **You agree fully abide by**.

You may view general documentation on the UDRP procedure at the following addresses:

- ICANN domain name dispute resolution policies: <https://www.icann.org/resources/pages/dndr-2012-02-25-en>
- UDRP Explanations: <https://www.icann.org/resources/pages/dndr-2012-02-25-en-udrp>
- UDRP Guidelines: <https://www.icann.org/resources/pages/help/dndr/udrp-en>
- Rules: <http://www.icann.org/dndr/udrp/uniform-rules.htm>
- Dispute Resolution Service Providers: <https://www.icann.org/resources/pages/providers-6d-2012-02-25-en>

The URS rules are available at the following page:

<https://www.icann.org/urs-en>

The Registry has also established a dispute resolution procedure RDRP (Restriction Dispute Resolution Policy) relative to eligibility conditions, that **You agree fully abide by**:

<https://www.icann.org/rrdrp-en>

Section .ONG/NGO.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:

- 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),
- was created at least 60 days prior to the request,
- has not been transferred within the last 60 days.

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 .ONG/NGO.10. Ownership change

The ownership change process is available on Our Interface and requires the confirmation of both parties by e-mail.

The owner change of a domain name does not change the domain name's expiration date.

Section .ONG/NGO.11. Deletion process

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, and all associated technical services are deactivated. 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 on a "first-come first-served" basis.

Section .ONG/NGO.12. Registrant representations and guarantees

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.

By submitting a registration or modification request You acknowledge that:

- the statements that You made in Your Registration Agreement are complete and accurate;
- to Your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party;
- You are not registering the domain name for an unlawful purpose;
- You will not knowingly use the domain name in violation of any applicable laws or regulations;
- Your domain name registration does not and will not violate the terms and conditions of the .ONG/NGO Registration Restrictions. It is Your responsibility to determine whether Your domain name registration infringes or violates someone else rights. It is also Your responsibility to determine whether Your domain name registration violates the .ONG/NGO Registration Restrictions.

In any case, 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 (within 30 days of demand) to indemnify and hold harmless the Registry, its affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses (including on appeal) arising out of or relating in any way to Your domain

name, including, without limitation, the choice, registration, renewal, deletion, transfer or use of Your domain name and/or the violation of any applicable terms and conditions governing the registration of a domain name. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

Section .ONG/NGO.13. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

- to protect the integrity and stability of the Registry
- to comply with any applicable laws, government rules or requirements, request of law enforcement, or any dispute resolution process
- to avoid any liability, civil or criminal, on the part of PIR, as well as its affiliates, subsidiaries, officers, directors, and employees
- per the terms of the registration agreements
- as part of the validation procedures
- to correct mistakes made by the Registry or any Registrar in connection with a domain name registration

PIR also reserves the right to place upon Registry lock, hold, or similar status a domain name during a resolution of a dispute.

You agree to be bound by the terms and conditions of the initial launch of the .ONG/NGO including without limitation the RDRP, the RMPs and the dispute resolution procedures relating thereto, and further to acknowledge that PIR has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the RDRP, the RMPs and the dispute resolution procedures relating thereto, including, without limitation:

- the ability or inability of a registrant to obtain a registered name during these periods,
- the results of any dispute over the outcome of any dispute resolution proceeding.

- end of annex .ONG/NGO