ANNEX .AD - SPECIAL CONDITIONS FOR THE .AD TLD

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In addition to Gandi's Domain Name Registration Contract, the registration and use of a .AD domain name implies the acceptance of and compliance to the present special conditions.

All of Gandi's legal and contractual information is permanently accessible from the home page of Our website. Capitalized terms have the meaning given to them in the Domain Name Registration Contract, notably, "You" refers to the owner of the domain name, and "We" refers to Gandi.

Section .AD.1. Naming organization

.AD is the official extension of the Principality of Andorra, but is also used in the field of advertising.

The various parties involved in the organization of .AD naming are:

• Registry :
Andorra Telecom : https://www.andorratelecom.com/en/
• Registry' technical operator (Backend) :
Domini.ad : https://www.domini.ad
• Registrar :
Gandi : http://gandi.net

You can consult the specific information and rules for each player by clicking on the corresponding links.

Section .AD.2. Registration policies

By applying for the registration of a .AD 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 .AD domain names, as defined by the Registry, Andorra Telecom and the technical operator Domini.ad, and which may be viewed at the following pages:

• Registry : https://www.andorratelecom.com/ca/avis-legal/
• Backend : https://www.domini.ad/en/regulation/

These policies, which You acknowledge having read and accepted via Our Interface, bind You to the .AD Registry. These special terms and conditions are not a substitute for these rules, which are incorporated by reference, and apply to both Us and You.

Section .AD.3. Opening phases

The reopening of the .AD domain will take place in several phases:
• Landrush from 5 to 16 October 2024.
• General opening is scheduled for 22 October 2024.

These dates are subject to change by the Registry.

Pre-registrations are possible at Gandi: orders can be placed but will not be transmitted to the Registry until the opening of the relevant period.

Section .AD.4. Special requirements

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

From 22 October 2024, .AD domains will be open to everyone, without the need to have a legal presence in Andorra or a registered trademark.

Section .AD.5. Registration Term

The registration period is 1 year for applications made during the Landrush period and 1 to 10 years for applications made for the general opening.
Registration and renewal are carried out annually, for a period of 1 year at a time.
To avoid a domain being deactivated, the renewal must be paid for and completed before the Expiration date.

Section .AD.6. Pricing

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

Premium domain names are subject to specific rates as displayed on Our Interface during Your order.
For pre-registration requests, if the domain name that You have pre-registered corresponds to a premium domain name that Gandi was unable to detect during Your order, Your request will be placed in 'error' status, and You will be notified by e-mail. You will then have the option of either paying the additional fees applicable to premium domain names in order to validate Your registration request or cancelling Your request. Please note that unless You have contacted Our customer service department and paid the additional fees applicable to premium domain names, Your registration request will not be sent to the Registry.

Section .AD.7. Personal data

You consent to the collection, use, copying, distribution, publication, in particular in the Registry's public WHOIS database if applicable, modification and any other processing of Your personal data by the Registry, its technical operator and their representatives and agents for the purpose of providing Registry services as defined in the contract between the Registry and Gandi and in accordance with the Registry's personal data processing policy.

Section .AD.8. Dispute resolution policy

The Registry applies the local dispute resolution policy specific to **.AD** domains, known as the **ADDRP** (AD Domain Dispute Resolution Policy). You agree to abide by this procedure in the event of a dispute relating to the registration or use of a **.AD** domain name.
• **ADDRP** (AD Domain Dispute Resolution Policy): The ADDRP procedure was developed specifically to manage domain name disputes under Andorran law. It enables disputes to be settled, particularly those concerning intellectual property rights and trademarks.
• **Dispute procedures**: The ADDRP policy provides a framework for resolving disputes relating to .AD domains, based on the intellectual property rights recognised in Andorra, as well as other applicable legal elements.

Details and texts governing the ADDRP procedure are available at the following address: https://www.domini.ad/en/addrp/

Section .AD.9. Transfer (change of Registrar)

The incoming transfer request is initiated via Our Interface. Before making any request, please ensure 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 a 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 successfully completed, a year is automatically added to its previous Expiration date.

Section .AD.10. Ownership Change

The change of owner is available online via Our Interface. To be effective, it must be validated by both parties by e-mail.

Changing the owner of a domain name does not change the domain name's expiry date.

Section .AD.11. Deletion process

On expiry, We suspend the domain name for 45 days, during which time any technical services associated with the domain name are deactivated. Late renewal at standard rates is possible during this period.

The domain name then changes to 'RedemptionPeriod' status, for a period of 30 days, during which the only possible action is the restoration of the domain name, in accordance with the conditions described on Our website and/or communicated by Our customer service department.

If the domain name is not renewed or restored within this period, the Registry will place the domain name on 'Pending Delete' status for a few days, and will then delete the domain name, which will become available for registration on a 'first come, first served' basis.

Section .AD.12. Registrant obligations

You commit Yourself to providing and maintaining reliable, accurate and up-to-date personal data, failing which the Registry may suspend and/or delete Your domain name.

You acknowledge and agree that any distribution of malicious software, use of 'botnets' for malicious purposes, 'phishing', acts of piracy, infringement of trademark rights or copyrights, fraudulent or deceptive practices, counterfeiting or any other activity that is contrary to the law are expressly prohibited. If You fail to do so, You may be liable for the suspension of Your domain name, in addition to being ordered to pay damages to any third parties to whom You may be directly and fully liable for any prejudice caused, as well as for the application of the penalties provided for by the laws in force.

You agree to indemnify, defend and hold harmless the Registry and its subcontractors, as well as their directors, officers, employees, agents and affiliates from and against any and all claims, demands, actions, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with the registration of Your domain name. This indemnification obligation shall survive the termination of this agreement for any reason whatsoever.

Section .AD.13. Rights of the Registry

You acknowledge and agree that the Registry reserves the right to refuse, cancel or transfer any registration or transaction, or place any domain name on 'hold', suspension ('hold') or similar status, as it deems necessary, in its sole and absolute discretion:

- in order to apply the rules and policies of the Registry in force, as well as any subsequent amendments ;
- whose information is not reliable, accurate and up-to-date or has not been updated or corrected in accordance with the rules and policies of the Registry;
- as a result of a breach of this agreement or the rules established by the Registry;
- in order to protect the integrity and stability of the Registry or the domain name system;
- in application of the laws and regulations in force, a request from a competent authority, or in application of a decision by a competent judicial or administrative authority or an alternative dispute resolution body as established by the Registry for the arbitration and mediation of disputes;
- to establish, assert or defend the rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability of the Registry, its affiliates, subsidiaries, co-contractors, directors, officers, employees or shareholders, or resulting from damage caused to these persons;
- to correct errors relating to the registration of a domain name made by the Registry and/or any Registrar ;
- in accordance with the general terms and conditions and contracts of 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.

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