

## ANNEX .DEAL - SPECIAL CONDITIONS FOR THE .DEAL TLD

version 1.0 – August the 28<sup>th</sup>, 2024

In addition to Gandi's [Domain name registration contract](#), the registration and use of a .DEAL 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 [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 .DEAL.1. Naming organization**

.DEAL is a generic Top-Level-Domain (gTLD).

The entities involved in naming organization for .DEAL are:

- Trustee Authority:  
**ICANN:** <http://www.icann.org>
- Registry:  
**Amazon Registry Services:**  
<https://www.registry.amazon>
- Registry technical operator:  
**Nominet:** <https://www.nominet.uk/>
- Registrar:  
**Gandi:** <http://gandi.net>

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

### **Section .DEAL.2. Registration policies**

When You apply to register a .DEAL 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 .DEAL domain names, as defined by ICANN and Amazon Registry Services and which may be viewed at the following pages:

- Registry Policies:  
<https://www.registry.amazon/terms-and-policies.html>
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .DEAL Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

The contract between ICANN and the .DEAL Registry is available at the following address:  
<http://www.icann.org/en/about/agreements/registries/deal>

### **Section .DEAL.3. Launch phases**

General opening is scheduled for October the 30<sup>th</sup>, 2023.

This date is subject to change by the Registry.

Pre-registrations are available at Gandi: domain names can be ordered at that time, but the registration requests will be sent to the Registry only at the beginning of the corresponding period.

### **Section .DEAL.4. Special requirements**

.DEAL special requirements are available at:  
<http://www.gandi.net/domain/deal/info>

.DEAL domain names are open to anyone.

In order to activate the domain, You must follow the instructions provided in the activation email sent by Amazon Registry shortly after domain purchase. The email contains a link directing You to log in to Your Amazon account.

### **Section .DEAL.5. “Trademark Claim Notice” period**

In accordance with ICANN rules, during at least 90 days upon general opening, a “Trademark Claim Notice” period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the “labels” generated), You will receive a warning notice (“Trademark Claim Notice”) in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be sent to the Registry.

If You confirm Your registration request, third parties who own an identical mark are notified of Your registration.

For requests made in preregistration, beginning one day prior to the opening of the period concerned, Gandi will notify You by email of the “Trademark Claim Notice” and Your registration request will be put in “error” until You confirm or cancel Your registration via Our interface. It being specified that, in accordance with ICANN rules, if You do not confirm the notice, Gandi will not send Your registration request to the Registry upon the opening of the concerned period and cannot, in

any case, be held liable for the non-registration of Your domain name and particularly if the domain name is registered by a third party who has validated the "Trademark Claim Notice" upon the opening of the period concerned.

It is Your sole and entire responsibility to confirm, if You want, all the notices received before the opening of the concerned period and the sending of Your request to the Registry.

### **Section .DEAL.6. Reserved names**

Some words are reserved or prohibited, in particular: <http://www.icann.org/en/about/agreements/registries/deal> (specification 5. schedule of reserved names)

### **Section .DEAL.7. 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 .DEAL.8. Pricing**

Our prices may be viewed at: <https://www.gandi.net/domain/price/detail/deal>

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

For requests made in preregistration, if the domain name You have preregistered is a "premium" domain name that Gandi was not able to identify during Your order, Your request will be put in "error" and You will be notified by email. Then, You will be able to either pay the additional costs applicable to "premium" domain names in order to validate Your registration request or cancel Your request. It being specified that if You do not contact Our customer service department and do not pay the additional costs applicable to "premium" domain names, Your registration request will not be sent to the Registry.

### **Section .DEAL.9. Personal data**

You consent to the collect, 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 .DEAL.10. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .DEAL domains, 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: <http://www.icann.org/udrp>
- explanations: <http://www.icann.org/en/udrp/udrp.htm>
- Policy: <http://www.icann.org/en/dndr/udrp/policy.htm>
- Rules: <http://www.icann.org/dndr/udrp/uniform-rules.htm>
- Dispute Resolution Service Providers: <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>

### **Section .DEAL.11. 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'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.

Upon successfully transferring a domain name, the registration period is extended by 1 year.

### **Section .DEAL.12. 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 Expiration date.

### **Section .DEAL.13. 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. 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 .DEAL.14. Registrant obligations**

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing

to do so, the Registry may suspend and/or 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.

Gandi is allowed to cancel or suspend registrations if You fail to respond to queries regarding Your compliance with the Registry Policies.

You commit Yourself to indemnify, defend and hold harmless the Registry and its subcontractors, and their directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, 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 .DEAL.15. 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 comply with the specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs);
- to correct mistakes made by Amazon, its technical operator or any registrar in connection with a domain name registration;
- for the non-payment of fees;
- or to enforce its Acceptable Use Policy.

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

The exclusion and limitation of Gandi's liability included in our Domain registration contract also applies to The Registry and its technical provider.

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