ANNEX .ML - SPECIAL CONDITIONS FOR THE .ML TLD

version no. 1.0 of September the 24th, 2024

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

All of Gandi's legal and contractual information can be viewed at any time via Our <u>website's homepage</u>. Capitalized terms have the meaning given to them in the <u>General Terms and Conditions of Domain Name Registration</u>. Specifically, 'You' refers to the owner of the domain name, and 'We' refers to Gandi.

Section.ML.1. Naming organization

.ML is the official country code Top-Level-Domain (ccTLD) of Mali. The various parties involved in organizing the naming of the .ML extension are:

Registry:

Agence des Technologies de l'Information et de la Communication (AGETIC): https://www.nic.ml

Registry technical operator: <u>Freenom</u>

· Registrar: Gandi

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

Section.ML.2. Registration policies

By applying for the registration of a .ML 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 .ML domain names, as defined by AGETIC, and which may be viewed at the following pages:

- Technical operator's rules: https://www.freenom.com/en/termsandconditions.html
- Registry's rules:
 https://www.freenom.com/en/ml contentpolicy combined v
 0100.pdf

These policies, which You acknowledge having read and accepted via Our website, bind You to the **.ML** Registry. The present special terms and conditions are not a substitute for these rules, which are incorporated by reference, and are binding on both Gandi and You.

Section.ML.3. Requirements

.ML special requirements are available at: https://www.gandi.net/fr/domain/tld/ml

Registration of **.ML** domain names is open to any individual or legal entity, regardless of nationality or place of residence.

You must provide and maintain reliable, accurate and up-to-date personal data, failing which the .ML Registry may suspend and/or delete Your domain name.

Section.ML.4. Registration term

.ML domain names can be registered for a period ranging from 1 to 10 years.

The holder must renew the domain name before the expiry date to keep the registration active. Failure to do so will result in the domain name being suspended and then deleted after a 30-day redemption period.

Section.ML.5. Pricing

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

Section.ML.6. 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 and in accordance with the Registry privacy policy.

Section.ML.7. Dispute resolution policy

The Registry has implemented a dispute resolution policy for the .ML extension based on ICANN rules. Parties may submit their dispute to an extrajudicial procedure (UDRP) with one of the accredited providers.

Section.ML.8. 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 the previous Expiration date.

Section.ML.9. 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.ML.10. 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 .MY.11. 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.

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 .MY.12. 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 enforce the rules and policies established by the Registry as amended from time to time,
- that is not accompanied by complete, accurate, and up-todate information, or where required information is not updated or corrected, as required by the rules and policies established by the Registry,
- for violation of the present contract or the rules established by the Registry,
- to protect the integrity and stability of the domain names system,
- to comply with applicable laws, regulations, policies, government rules or requirements, request of law enforcement or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes,
- to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- as otherwise provided in the terms and conditions and the contracts of the Registry.

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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