

# ANNEX .CN – SPECIAL CONDITIONS FOR THE EXTENSIONS .CN and .中国

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In addition to Gandi's [General Terms and Conditions](#) of domain name registration, the registration and use of a .CN and a .中国 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 [General Terms and Conditions](#) of domain name registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

## Section .CN.1. Trustee Authority and Registry

.CN is the official country code Top-Level-Domain (ccTLD) of China and .中国 (.xn--fiqs8s) is the official ccTLD of China in simplified Chinese characters.

The following diagram presents the various parties involved and naming organization for these extensions:

- Registry: **CNNIC** (China Internet Network Information Center)  
<http://www.cnnic.cn>
- Registrar: **Gandi**  
<http://gandi.net>

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

## Section .CN.2. Registration terms and conditions

When You apply to register a .CN or .中国 domain name, You acknowledge You have fully understood and You have full knowledge of, and You agree to abide by all the rules and specific conditions pertaining to the registration of .CN and .中国 domain names, as defined by CNNIC, and which may be viewed at the following addresses:

- Domain Name Registration Agreement in annex below
- China Internet Domain Name Regulations:  
[http://cnnic.com.cn/PublicS/fwzxxgzcfg/201208/t20120830\\_35734.htm](http://cnnic.com.cn/PublicS/fwzxxgzcfg/201208/t20120830_35734.htm)
- CNNIC Implementing Rules of Domain Name Registration:  
[http://cnnic.com.cn/PublicS/fwzxxgzcfg/201208/t20120830\\_35735.htm](http://cnnic.com.cn/PublicS/fwzxxgzcfg/201208/t20120830_35735.htm)

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

## Section .CN.3. Special requirements

Our special requirements are available at:

.CN: <http://www.gandi.net/domain/cn/info>  
.中国: <http://www.gandi.net/domain/xn--fiqs8s/info>

**.CN and .中国 domain names are open to:**

- **individuals, and**
- **legal persons registered in an official public database reachable online.**

If You are a legal person, the administrative contact must be an employee of Your entity.

If You are located in China, the name of the owner contact must be in PINYIN.

## Verification procedure

The registration of .CN and .中国 domain names requires You provide supporting document, so that the Registry can verify the identity of the domain name's owner, before to process to the

registration of the domain name.

- **If You are a legal person out of China, a copy of Your corporate documentation** (certificate of incorporation, business license ...) proving that You are a registered legal person.
- **If You are a Chinese legal person, a copy of the business registration certificate, business license, or organization license.** The scanned file of the original document must be in color.
- **If You are an individual out of China, a copy of Your passport.**
- **If You are a China-based individual, a copy of Your Chinese national ID card or residence permit.**

The organization or individual name specified in Your owner contact must match exactly with the name listed on the organization/business certificate or ID document.

The document must be sent to Gandi by email to [cndocs@support.gandi.net](mailto:cndocs@support.gandi.net). Please ensure the file is in .jpg format and less than 1MB in size, otherwise Your request cannot be processed.

Gandi will then submit Your document to the Registry and **the registration of Your domain name will be processed after the Registry confirmed the verification of Your document. You expressly acknowledge that Gandi will not be held liable for any delay in the transmission of Your documents to the Registry.**

After Your registration request has been sent to the Registry, the Registry will check the compliance of Your domain name with the Registry rules in a deadline of 5 working days during which Your domain name will be inactive. If the Registry considers that Your domain name complies with the Registry rules, it will be activated by the Registry.

At any time the Registry will be able to verify Your documents. If the Registry finds that documents submitted do not match the information declared for the owner contact in the Whois database, the Registry will be entitled to suspend or delete Your domain name(s).

You agree to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry and Gandi may delete Your .CN and .中国 domain name(s).

Gandi may contact You at any time regarding the registration of Your domain name and in particular concerning the correctness of Your contact personal information. If You do not answer within the deadline given, You acknowledge and agree that **Gandi will be entitled to delete Your .CN and .中国 domain name(s) on this only ground and without further notice, without any right of claim by You to refund or indemnity.**

You accept the full liability for the suspension of Your domain name(s) and for any consequences caused by the violation of Your commitments. You acknowledge and accept that the Registry and Gandi will not be held liable in any way for the suspension or the deletion of Your domain name(s).

## Technical requirements

If You would like to host any related services of Your domain name in China, an ICP (Internet Content Provider) license is required. You agree to obtain this number at the Chinese Ministry of Industry and Information Technology (MIIT) in accordance to the Chinese Government's regulations. Once obtained, You will have to send the ICP number to Gandi.

In addition, You shall bear all risks and responsibilities associated with resolution services when You choose a third party or Yourself to resolve Your domain name.

## Bundles

With the registration of a .中国 domain name, You get the following bundles:

- the .中國 corresponding domain name is also registered automatically,
- if Your domain name is in traditional Chinese characters, the corresponding domain name in simplified Chinese characters is also registered automatically, and inversely.

The bundle domain names shall have identical resolution records.

## Registration term

The registration term is 1 up to 10 years. To avoid any deletion of the domain name, the renewal can be paid and done up to 30 days after Expiration date.

## Reserved or prohibited words to the registration

Some words are prohibited to the registration ([Article 27](#)):

- those that are against the basic principles prescribed in the Constitution [of the Peoples Republic of China "PRC"],
- those jeopardize national security, leak state secrets, intend to overturn the government, or disrupt of state integrity [of the PRC],
- those harm national honor and national interests [of the PRC],
- those instigate hostility or discrimination between different nationalities, or disrupt the national solidarity [of the PRC],
- those violate the [PRC'S] state religion policies or propagate cult and feudal superstition,
- those spread rumors, disturb public order or disrupt social stability [of the PRC],
- those spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes [in the PRC],
- those insult, libel against others and infringe other people's legal rights and interests [in the PRC], or
- other contents prohibited in laws, rules and administrative regulations [of the PRC],
- names containing two characters followed by two hyphens.

Some words are reserved:

- country names, three-letter and ISO3166,
- Chinese government organizations and leaders' names,
- names that are for national security,
- province and city names,
- special telephone numbers (001...),
- all gTLD's and some second-level zones (biz.cn, kids.cn),
- certain well-known trademarks (about 350),
- names labeled by the UN to promote world culture, heritage,
- Chinese universities and colleges,
- news Media as approved by the National News Office.

## Section .CN.4. Pricing

Our prices can be viewed at:

.CN: <https://www.gandi.net/domain/price/detail/cn/>

.中国: <https://www.gandi.net/domain/price/detail/xn--fiqs8s/>

## Section .CN.5. Storage of contact information

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 and its designees and agents for the purposes of providing Registry services and in accordance applicable law.

In application of Registry rules, Gandi must record all personal and technical information associated with the registration of Your domain name, in addition to messages pertaining to each registration or modification, during the entire duration of Our accreditation agreement, plus the three following years.

## Section .CN.6. Dispute resolution policy

CNNIC has set forth a domain name Alternative Dispute Resolution Policy ("CNDRP") specific for .CN and .中国 that You agree fully abide by:

- Domain Name Dispute Resolution Policy: [http://cnnic.com.cn/IS/CNym/cnzcfg/201411/t20141117\\_50212.htm](http://cnnic.com.cn/IS/CNym/cnzcfg/201411/t20141117_50212.htm)
- Domain Name Dispute Resolution Policy Rules: [http://cnnic.com.cn/IS/CNym/cnzcfg/201411/t20141117\\_50211.htm](http://cnnic.com.cn/IS/CNym/cnzcfg/201411/t20141117_50211.htm)

## Section .CN.7. Transfer

The process is started on Our Interface. Before starting a transfer request, please ensure that:

- You can provide the authorization code associated with the domain. You can obtain this code from the current Registrar, via the domain's owner or administrative contact,
- Your domain does not have a TransferProhibited status,
- Your domain will not expire in less than 15 days,
- the domain name is older than 60 days,

The effective transfer depends on your validation (by e-mail) and requires You provide supporting document as for a new registration as specified in the section 3. **The transfer will be finalized only after the Registry confirmed the verification of Your document.**

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

## Section .CN.8. Ownership change

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

The new owner must provide supporting document as for a new registration as specified in the section 3. **The ownership change will be effective only after the Registry confirmed the verification of the document.**

The owner change of a .CN and .中国 domain name does not change the domain's Expiration date.

## Section .CN.9. Deletion Process

30 days after the Expiration date, the domain name is placed on Quarantine status for 15 days, and all the associated technical services are deleted. The domain name can be restored, in accordance with the terms and conditions described on Our website and/or by as communicated by Our customer service department.

If the domain name is neither renewed nor restored within these deadlines, the Registry will delete the domain name, which will become available for registration on a "first come first served" basis.

### Domain Name Registration Agreement

1. In order to apply for and register domain names, the applicant shall submit an Application Form for Domain Name Registration and relevant identity documents (including in electronic form) to Gandi (hereinafter referred to as Domain Name Registrar), agree and accept this Agreement.
2. The applicant promises that the force of online registration service clauses of domain name registrar is legally binding to both parties, the same as the written articles signed and sealed by the applicant in person.
3. The applicant promises and guarantees that it has read and completely understood all content of this Article, agrees to pay for all items in accordance with provisions and abide by all obligations required to be carried on by users. The applicant promises to abide by the relevant management policies and regulations issued by competent authorities and China Internet Network Information Center (CNNIC), including but not limited to: *Internet Domain Name Regulations*, *Implementing Rules of China ccTLD Registration* (hereinafter referred to as *Implementing Rules*), *China ccTLD Dispute Resolution Policy* (hereinafter referred to as *Dispute Resolution Policy*), *China ccTLD Dispute Resolution Policy Rules* (hereinafter referred to as *Dispute Resolution Policy Rules*), etc. This Agreement, together with *Application Form for Domain Name Registration* as well as the above policies, shall constitute the complete and sole agreements between the applicant and domain name registrar. If relevant regulations on domain name registration and dispute resolution measures are changed or modified, the new ones shall be applicable to domain names that have been registered by the applicant. The applicant shall not consider unawareness of such alternation for relevant regulations on domain name registration and dispute resolution methods as the reason for its breach of the contract.
4. The applicant guarantees that: registration of such domain name will not infringe rights and interests of any third party; registration of such domain name is not for the purpose of malicious or illegal purposes; utilization of such domain name will not violate any relevant laws and regulations. For the fact that domain name registration hampers or injures rights and interests of others, the applicant shall be liable for full responsibilities. The applicant shall not seek for illegal interests by means of domain names, including but not limited to phishing, fraud, spread of virus, Trojan, obscene and vulgar information, selling firearms and ammunition, online gambling and sending spam, etc.
5. The applicant shall, in the principle of honest and credit, guarantee the truth, accuracy and completeness of all information filled in the Application Form for Domain Names. If such information is altered in the future, especially for contact information (such as address, telephone, fax or email) of relevant registrant contact, domain name management contact, technical contact and fees payment contact, the applicant shall inform the domain name registrar to alter the such information accordingly ahead of thirty (30) days after the alternation. During the application for alternation of registration information, the applicant shall submit application materials for domain name alternation by means of alternation confirmation selected when applying for registration of such domain name. The information shall be altered accordingly upon approval.
6. If the applicant needs to provide application materials regulated by domain name registry for the domain names applied to be registered and fails to provide required eligible registration materials for domain name application in time, it shall be deemed as automatic abandon of the registered domain names and the applicant shall be responsible for all consequences.
7. Agreement on domain name transfer codes: The applicant agrees to deal with transfer codes of domain names by means of its Gandi account.
8. During the period of legal procedures, arbitrary proceedings or domain name resolution procedures and within ten (10) days of judgment publication, the applicant shall not apply for modification or cancellation of the domain names in dispute, unless the domain name assignee agrees in writing to accept legal judgments, arbitration decisions or awards from dispute resolution institution.
9. The domain name registrar shall have the right to conduct verification on domain name registration application provided by the applicant in accordance with *Internet Domain Name Regulations* and delete the domain names in violation of *Internet Domain Name Regulations*. The domain name registrar shall not be responsible for the influence and consequence caused by such deletion.
10. If the registrar deals with and approves the registration application of the applicant, the domain registrar shall be responsible for registration and distribution in the domain name database to the applicant of the domain name applied by the applicant. The applicant shall be liable for all legal responsibilities related with such domain name.
11. Applicant is fully aware that both simplified and traditional Chinese forms will be obtained when applicant registers “.中国” .
12. Applicant is fully aware that applicants shall ensure the resolution records of domain names in simplified Chinese form match with the records of domain names in traditional form.
13. The applicant promises to pay relevant fees to the domain name registrar in accordance with fees collection standards and fees payment time published by the domain name registrar and agrees that each renewal period shall be applicable to fees collection standards

during the renewal period. The failure of the applicant to receive the fees payment notice from the domain name registrar shall not constitute an interpretation to the failure of the applicant to pay fees on time. The applicant promises that the domain name registrar shall not be delivered of lawsuits for any dispute caused by adjustment of payment standards.

14. The applicant promises that after the domain name becomes due, the domain name may be automatically renewed by the domain name registrar for one year. The period of automatic renewal is thirty (30) days after automatic renewal. If the applicant has no intention of renewal in writing within the above period, the domain name registrar shall cancel its registration. If the applicant fails to show its intention of no renewal during such terms and fails to pay for renewal, the domain name registrar shall have the right to suspend such domain name, and cancel such domain name within the expiration date of such term.

15. The applicant agrees that the domain name registration service organization is entitled to forbid renewal of the domain name if the registration information of the domain name registered by the applicant is not authentic, accurate or complete.

16. The applicant agrees that if the domain name registered by the applicant violates Article 4 in this Agreement, domain name registry and registrar shall have the right to suspend domain name resolution service for such domain name and all .cn and .中国 domain names under the name of the applicant.

17. The applicant promises that if the domain name which has passed verification and exceeded the add grace period is cancelled, such domain name will enter the redemption period that lasts for 15 days. The applicant and the registrar shall determine the price through negotiation within the redemption period. After the applicant redeems such domain name at high cost, the validity period for such domain name will be extended for another one year on basis of validity period for the original domain name. If the applicant fails to redeem such domain name, the domain name will enter into a period of open registration.

18. The domain names registered by the applicant, all items of information filled by the applicant in Application Form for Domain Names shall be entered by domain name registry or registrar into database and other publications for inquiry of the public, which works as one of content services provided by domain name registrar or registry to the internet network users. Registry and registrar shall protect information of the applicant, the contact person and the undertaker in accordance with laws.

19. The domain name registrar shall have the right to cancel the registered domain name in case of the following situations:

- (1) The applicant or agent applies for cancellation of the domain name;
- (2) The registration information submitted by the applicant is false, incorrect or incomplete or fails to be updated timely after alteration;
- (3) The applicant fails to pay relevant fees in accordance with provisions;
- (4) The domain name shall be canceled in accordance with decision, judgment or award made by competent authorities, court or domain name dispute resolution institution;
- (5) The domain name violates this Agreement, other relevant laws and regulations.

20. The applicant shall not, without obtaining the approval from competent authorities, provide sub-level domain name registration services to the public.

21. Should the applicant fails to comply with this Agreement, including but not limited to any prescription in Article 3, Article 4 and Article 5 thereof, it shall be deemed as a grave breach of the Agreement, and the domain name registrar is entitled to suspend the resolution service. In addition, the domain name registrar shall send a written notice of default to the applicant. Should the applicant fails to provide or cannot provide reasonable evidence proving that it didn't breach the Agreement within 15 days since the notice is sent, the domain name registrar is entitled to cancel the domain name registered by the applicant, and the domain name service fee paid shall not be refunded to the applicant. Failure of the domain name registrar to take measures against the default before shall not become the reason for the applicant to breach the contract.

22. After the successful registration of domain names, domain name registrars and China Internet Network Information Center (CNNIC) as a domain name registry shall make compensation for damages to the applicant caused by faults and the amount shall be limited by annual operation fees paid by the applicant to the domain name registrar in the current year. The domain name registrars and registry shall not be liable for all and any losses caused by the following items, which includes but not limited to: (1) technical issues; (2) Force Majeure; (3) account utilization or misuse by the unauthorized; (4) reasons of the applicant, including the cause that the applicant does not pay the annual operation management fee in time; and (5) the loss or responsibility incurred due to performance of *Dispute Resolution Policy*. However, the user is entitled to investigate the legal responsibility of the domain name registrar organization according to the stipulations of state laws and regulations due to the reason of unauthorized leak or utilization of the registration information and materials to seek for the illegal interests.

23. The applicant agrees that if there's domain name dispute due to complaints by a third party, the applicant shall abide by the terms for *Dispute Resolution Policy*.

24. The applicant agrees domain name registry and registrar to collect, use, provide, disclose and manage relevant personal information of the applicant for the purpose of managing domain name registration, providing domain name registration service and relevant business requirements, or follow the requests by judicial authorities, superior departments and relevant laws and regulations.
25. The applicant promises that the domain name registrar shall have the right within ten days to make selection and distribution of registered domain names within its management scope, among other registrars accredited by China Internet Network Information Center (CNNIC) after the qualification for accreditation of domain name registrars is terminated. If such selection and distribution fail to be completed beyond the date, it shall be subject to selection and distribution of domain name registrars made by China Internet Network Information Center (CNNIC).
26. After this Agreement and relevant management policies and provisions concerning this Agreement, including but not limited to *Internet Domain Name Regulations, Implementing Rules, Dispute Resolution Policy*, as well as *Dispute Resolution Policy Rules*, are altered or modified, the applicant shall continue to observe the new Agreement and new policies and provisions, including but not limited to *Internet Domain Name Regulations, Implementing Rules, Dispute Resolution Policy* as well as *Dispute Resolution Policy Rules*. If the applicant views that the alteration and modification on the above content cannot be accepted, the domain name registrars shall be notified in time. After the domain name registrar receives such notice, it shall keep providing domain name service for the domain name applicant for 30 days till the cancelation of such domain name.
27. All items of articles in this Agreement are independent of each other. The invalidity of any article or regulation shall not affect the effect of other articles or regulations.
28. The Applicant agrees to abide by this Agreement and relevant management rules and regulations, including but not limited to *Internet Domain Name Regulations, Implementing Rules, Dispute Resolution Policy* and *Dispute Resolution Policy Rules* at the time of it completing and submitting the Application Form for Domain Name Registration.
29. This Domain Name Registration Application Agreement shall be applicable to the laws of the People's Republic of China.

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