

## ANNEX .ASIA - SPECIAL CONDITIONS FOR THE .ASIA CCTLD

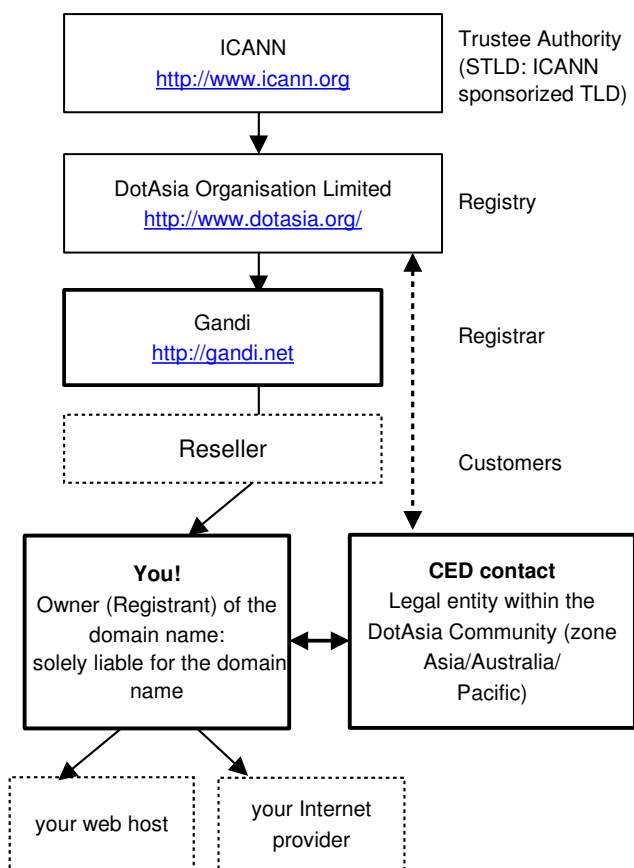
version n°1.3 – August the 21st, 2015

In addition to Gandi's [General Terms and Conditions](#) of domain name registration, the registration and use of a .ASIA 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 [General Terms and Conditions](#) of Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi. Your current contracts are freely available for viewing when You log into Your account at: <http://www.gandi.net/admin/contracts/>.

### **Section .ASIA.1. Trustee authority and Registry**

.ASIA is the official extension used for the Asia zone. The following diagram presents the various parties involved and the Trustee Authority for the .ASIA TLD:



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

### **Section .ASIA.2. Registration terms and conditions**

When You apply to register a .ASIA domain name, You acknowledge to have fully understood, and You agree to have full knowledge of and to abide by all the rules and specific conditions of .ASIA domain names, as defined by the ICANN and DotAsia Organisation Limited, and which may be viewed at the following pages:

- ICANN Regulations: <http://www.icann.org/tlds/agreements/asia/>
- DotAsia-General-Policies: <http://www.dotasia.org/draft/DotAsia-General-Policies--FINALDRAFT-v-1-0.pdf>
- DotAsia-Charter-Eligibility: <http://www.dotasia.org/policies/DotAsia-Charter-Eligibility--COMPLETE-2007-08-15.pdf>

These contracts (hereafter referred to as ".ASIA Rules") bind You to the ICANN and to the DotAsia Organisation Limited Registry. The present special conditions are not substitutes to these Rules, but are a part of it. You acknowledge to have fully understood and accepted these rules on Our website, without any restriction or exception.

As a condition of our accreditation, We must to pass on to You the obligations required by the Trustee Authority and by the DotAsia Organisation Limited Registry. If the Trustee Authority or DotAsia Organisation Limited Registry modifies their contracts with Us, We may also modify the present special conditions, in order to include the new rules.

### **REGISTRATION CONDITIONS**

#### **Section .ASIA.3. "First come, first-served" common law**

In accordance with Gandi's General Terms and Conditions of Domain Name Registration, the registration of domain names for the .ASIA TLD is granted on a "first come, first-served" basis, provided that all the registration rules, and more specifically, the .asia Rules, are complied with (ie. DotAsia-Reserved-Names).

You affirm and guarantee that Your domain name respects the rights of third parties, all current applicable laws, the specific rules applicable to .ASIA TLD mentioned above, and the following special conditions.

#### **Section .ASIA.4. Specific .ASIA registration conditions**

.ASIA special requirements are available on: <http://www.gandi.net/domain/asia/info>

**.ASIA domain names are open to those who meet the following eligibility criteria:**

- in order to be eligible for a .ASIA domain, at least one of the

domain Contacts associated with the domain name (owner, administrative, technical, billing), must be a legal entity within the "DotAsia Community", defined by the geographical boundaries described by the ICANN (Asia/Australia/Pacific region, as mentioned in the following page:

<http://www.icann.org/en/meetings/montreal/geo-regions-topic.htm>);

- the Registrant Contact (You) must warrant and represent said domain Contact (mentioned above) to make the Charter Eligibility Declaration (CED), and to provide the information and documentary evidence as required in compliance with .ASIA Rules;
- this Contact shall thence be referred to as the "CED Contact" in the following specific condition and in the publicly accessible DotAsia Organisation Limited Registry's Whois Database.

Gandi can be the CED Contact associated with Your .ASIA domain name, providing that You comply with the present special conditions (more specifically, section 5.2).

The .ASIA Registry will monitor the compliance of .ASIA Rules, and more specifically the Charter Eligibility Declarations, by sample methodologies, and may cancel any non-conforming registration, without Our ability to intervene.

You may be requested, and if so, you must provide, via Your CED Contact, any information and relevant documentary evidence to substantiate Your Charter Eligibility Declaration, or to provide or correct any missing or non-conforming information and/or relevant documentary evidence, in order for the DotAsia Organisation Limited Registry and/or Gandi, to check Your compliance with .ASIA Rules and the present specific conditions. Unless You do so, Your domain name may be canceled.

We do not and shall not verify beforehand whether or not a .ASIA domain name application or registration complies with all the .ASIA Rules. The fact that You may register Your .ASIA domain name via Our services does not presuppose that You have abided by these conditions; Gandi cannot be held liable for any consequences thereof.

Infringement of these .ASIA Rules may be sanctioned through the "CEDRP" process, which is the special policy governing such disputes, such as described below in section 16, that You agree to fully comply with.

Disputes related to the selection and registration of domain names in the .ASIA TLD are subject to arbitral rules and procedures, detailed hereafter in sections 14 and 15, which You accept to abide by during the registration of Your domain name.

To register for a .ASIA domain name, You must also abide by the following conditions:

- the registration term is up 1 to 10 years;
- to avoid any deactivation of the domain name, the renewal must be paid and done **before the Expiration date**;
- some words are reserved or prohibited:

<http://www.dotasia.org/policies/DotAsia-Reserved-Names--COMPLETE-2007-08-10.pdf>, as well as ICANN-reserved names:

<https://www.icann.org/en/about/agreements/registries/asia/appendix-6-29feb12-en.htm>;

- names containing two characters followed by two hyphens are not allowed.

## **Section.ASIA.5. Specific rules applicable to the CED Contact**

### **5.1. Designation of the CED Contact**

You can assume the CED contact's responsibilities or delegate them to a third party.

In any event, the designation of a CED Contact requires that, under Your declaration and warranties, the CED Contact:

- fulfills the requirements set forth by .ASIA Rules, and in particular must be able to provide any information showing that it is a legal entity within the "DotAsia Community", defined based on the geographical boundaries described by the Icann Asia/Australia/Pacific region, as specified at the following address:  
<http://www.icann.org/en/meetings/montreal/geo-regions-topic.htm>;
- has agreed to this mission and to comply with .ASIA Rules;
- is associated as a 5<sup>th</sup> contact type, the associated CED Contact must be one of the four contacts associated as a normal Domain Contact (i.e. Registrant, administrative, billing, technical);
- agrees and acknowledges that You remain the operating contact for all operations and liabilities regarding the domain name, and that Your instructions shall take precedence over its instructions if a dispute arises with the Contacts.

The CED Contact must be able to establish if necessary through the provision of documentary evidences, that it fully complies with the CED Contact requirements as specified by the .ASIA Rules in order to fulfil this mission. Our Interface details the list of required information, when You create or modify a Gandi ID. The list of the corresponding supporting documents which may be required from You is defined by .ASIA Rules and in particular:

<http://www.dotasia.org/policies/DotAsia-Charter-Eligibility--COMPLETE-2007-08-15.pdf>

A communication by postal mail may be required in addition to the e-mail format.

If the documents provided are missing and/or do not conform to the required documents, DotAsia Organisation Limited (.ASIA Registry) may notify the domain name holder and/or to the CED Contact, within a seven (7) day period, that they must provide and/or replace the missing and/or non-conforming document in compliance with .ASIA Rules, to substantiate their Charter Eligibility Declaration. You hereby acknowledge that DotAsia Organisation Limited is entitled to cancel the registration of any .ASIA domain name which is not in compliance with .ASIA Rules,

without Gandi being exposed to any liability for such cancellation.

## 5.2. Gandi as CED Contact

If, as an applicant of a .ASIA domain name, You are not acting through a legal entity within the DotAsia Community, Gandi shall then be appointed as the CED Contact of Your domain name, and assigned as the technical Contact or billing Contact of Your domain name. Gandi shall under no circumstances be assigned as the Registrant Contact or Administrative Contact. We will provide the required information, pertaining to Gandi as CED Contact.

Even if Gandi is appointed CED Contact of Your domain name, You shall remain free to modify the CED Contact in compliance with section 5.3. hereafter.

In the same manner, given the fact that the .ASIA Rules require the express agreement of the CED Contact, Gandi may also terminate its CED Contact's mission, without the need to provide any specific motives, unless proceedings have been commenced under the Charter Eligibility Dispute Resolution Policy (CEDRP) such as described in section 16.

Subject to a fifteen-day notice period, We will then notify the termination of Our mission, at the e-mail address associated to Your domain name. You will then be under the obligation to designate within this notice period another CED Contact. Failure to react to Our notification, or failure to appoint another Contact CED within this period of time, Your domain name shall no longer comply with .ASIA Rules and may be cancelled, in compliance with .ASIA Rules based on this sole reason, without the right to claim any refund and without Gandi's liability being incurred.

The appointment of Gandi as CED Contact is possible to the extent that Gandi is Your Registrar, and provided You are in compliance with Our general and specific Terms and Conditions (<http://www.gandi.net/contrats>). Therefore, in case of transfer of Your domain name to another Registrar, You will have the obligation to designate, in a timely manner, another CED Contact. Gandi shall not remain the CED Contact in case the domain name is no longer registered in its database, and its liability shall not be incurred in that respect.

## 5.3. Amendment - Update and replacement of the Contact CED

The CED Contact may amend its Charter Eligibility Declaration at any time.

You may replace the CED Contact at any time, provided that the new CED Contact fulfils the charter eligibility requirement and agrees this mission, and provided that You respect the amendment procedure as described in Our Web Site or provided by Our Customer Care service, in addition to the compliance with the .ASIA Rules.

However, the CED Contact replacement is not permitted when

proceedings have been commenced under the Charter Eligibility Dispute Resolution Policy (CEDRP) as described in section 16. No modification of the data relating to a domain or to any of its Contacts may be then permitted.

## **Section .ASIA.6. CED Contact's duties and liability**

### **6.1. Upon the registration of the domain name**

Pursuant to .ASIA Rules, the CED Contact is a Contact appointed to make the .ASIA Charter Eligibility Declaration Contact, for the registration of a .ASIA domain name. The CED Contact filing is made under Your liability and warranty, as the domain name holder. The .ASIA Rules and, more specifically .ASIA CERP, specify the information required for that purpose.

Therefore, You represent and warrant full liability relating to the declaration made on Your behalf by the CED Contact that You have appointed for that purpose.

### **6.2. In case of a dispute**

You are, as the domain name owner, solely liable for the choice and the use of Your domain name. The CED Contact incurs no liability in that respect.

In case of litigation regarding a domain name, and in the event of the receipt of a summons and complaint regarding the domain name, the CED Contact is only expected to acknowledge dispute proceedings, and to refer the case to the Registrant Contact. The CED Contact duty and its involvement, in case of dispute regarding the domain name, is strictly limited to this transmission, in accordance with .ASIA Rules.

Therefore, You acknowledge and agree that the CED Contact is deemed to have fulfilled its mission and therefore to have addressed to You the complaint and summons, provided that this relevant document have been transmitted to You, to the e-mail address that You have filed and declared for the Owner Contact of Your domain name (Registrant Contact).

In case Gandi is Your CED Contact, You agree to indemnify Us and to hold Us harmless for any consequences and conviction resulting from a dispute relating to Your domain name, so that We can not be involved or held liable for the choice and/or the use made of Your domain name. Such obligation shall survive to this agreement.

You also acknowledge that We will not be held liable for any delay in the transmission of information in application of this agreement, resulting from the use of any format different from an electronic one.

You must, under Your full and sole liability, ensure that Your data, and in particular Your e-mail address, as well as the contact data filed for each of Your Contacts, are permanently complete, updated, and accurate, and that the corresponding e-mail

addresses are frequently consulted. Failure to do so, the CED Contact's liability shall not be incurred, provided such documents have been transmitted to the e-mail address associated to Your domain name Owner Contact upon the transmission date.

### **Section .ASIA.7. Your obligations**

You remain, as the domain name owner, solely liable for the choice and the use of Your domain name.

As a .ASIA domain name owner, in addition to Your duties and liabilities to which You are subject in compliance with Our General Terms and Conditions of Domain Name Registration , You hereby declare and warrant that:

- Your domain name is compliant with third party rights, rules and regulations in effect, with .ASIA Rules and with Our general and specific Terms and Conditions;
- You have informed the CED Contact regarding its duties and liability relating to its mission, prior to its appointment;
- the CED Contact appointed by You expressly agrees to its mission, and is fully aware of its content;
- **You will not prevent the termination of Your CED Contact, and that You will assume its replacement in a timely manner. Failure to do so, Your domain name may be cancelled, as a result of the breach of the .ASIA Rules, without Gandi being held liable for any reason whatsoever, to the extent that such obligation belongs to You;**
- You are solely liable for the choice and the use of the .ASIA domain name registered under Your name, including for all operations and liabilities incurred, if any;
- You remain, in all events, the operating domain name Contact. In that respect, You may manage the domain name (transfer or changes of Contact Owner), either directly or through Your Reseller, if any, and You may carry out any modifications regarding Your Contacts, subject to the compliance with the .ASIA Rules;
- You must carry out on a regular basis any update of the data filed for any Contacts associated to the registered domain name, including regarding the CED Contact, it being understood that the CED Contact may also amend itself its declarations;
- the CED Contact declares that it meets the .ASIA Rules requirement, under Your name and Your liability. You further acknowledge that any false or misleading information or document provided, as well as the failure to provide any information or documentary evidence within the required period of time, could result in the cancellation of the domain name registration by the DotAsia Organisation Limited Registry, and/or the termination of this agreement, without indemnity, and without prejudice for the damages or indemnification, if any.

You acknowledge that, in case of dispute in connection with Your domain name, You are solely and fully liable for the consequences of such a complaint, and, in particular but non-limited to, for the reaction or lack of it, as to any third party claim made in connection with a dispute regarding Your domain name.

In compliance with Our own accreditation agreement entered into with DotAsia Organisation Limited, We are required to include the following obligations in Our contract:

- You represent and warrant (acting as Registrant Contact) that You have made known to the Charter Eligibility Declaration Contact (the "CED Contact"), and that the CED Contact has agreed, that the Registrant Contact (You) and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for Your domain name, subject and within the provision of section 6 above, in the event of a dispute or a challenge over Your legal entitlement to or the ownership of the domain name. The CED Contact shall be bound by the provisions of the .ASIA Rules: <http://www.dotasia.org/policies/DotAsia-Charter-Eligibility--COMPLETE-2007-08-15.pdf>.
- You (Registrant Contact) hereby declare that You have obtained an agreement from the CED Contact that You, as Registrant Contact, shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.
- Finally, You agree that DotAsia Organisation Limited, .ASIA Registry, may at any time deny, cancel or transfer any registration that it deems necessary, in its sole discretion:
  - to protect the integrity security, and stability of the Registry;
  - to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process issued by the ICANN or the Registry;
  - to avoid any liability, civil or criminal, on the part of DotAsia Organisation Limited as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders;
  - for violations of the terms and conditions herein;
  - to correct mistakes made by DotAsia Organisation Limited, the Registry Services Provider or any Registrar in connection with a domain name registration.

DotAsia Organisation Limited also reserves the right to freeze a registered name, such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

### **Section .ASIA.8. Third party beneficiary of this Agreement**

Notwithstanding anything in this agreement to the contrary, DotAsia Organisation Limited, the Registry operator of the .ASIA TLD, is and shall be an intended third party beneficiary of this agreement. As such, the Parties to this agreement acknowledge and agree that the third party beneficiary rights of DotAsia Organisation Limited have vested and that it has relied on its third party beneficiary rights under this Agreement in agreeing to Gandi being a registrar for the .ASIA TLD. Additionally, the third party beneficiary rights of DotAsia Organisation Limited shall survive any termination or expiration of this agreement.

## **SPECIAL CONDITIONS OF GANDI SERVICES**

### **Section .ASIA.9. Transfer to Gandi**

The transfer of a domain name registered in .ASIA from another Registrar to Gandi (incoming transfer) is subject to special conditions applied to this TLD, as indicated on Our interface during Your transfer request, and to the following additional conditions.

Our service consists of assisting You in the successful completion of the transfer process. The completion of a transfer is not immediate and involves the cooperation of several parties. Transfers do not exclusively depend on Us and involve the following restrictions.

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 name does not expire soon (We recommend that you start the transfer request at least one month before the domain's Expiration);
- the domain name is older than sixty (60) days;
- the last transfer is older than sixty (60) days.

The transfer's completion requires your confirmation (by e-mail).

Your previous Registrar may refuse the transfer of the domain name to Gandi, though it must then provide You with the reasons for said refusal.

A transfer is not possible if there is a pending dispute, litigious, arbitral, CEDRP or UDRP (sections 14 and 15) procedure.

When a transfer is successfully concluded, Your domain name is registered in Our database. The transfer to Gandi:

- will not change the owner of the domain name, unless You select the option, "change owner" on Our transfer Interface.
- will not change the DNS (nameservers), unless You select this option on Our transfer Interface. In this case, the operations will not be simultaneous, but sequential: We will carry out the DNS change once Your domain name has been successfully transferred to Our services. In all cases, during the entire transfer process, which can take several hours between the time of Your request and the actual transfer date, the DNS cannot be modified. Services available to Your domain name (website, e-mail, etc.) should continue to operate normally. Therefore, as a precaution, We advise You to contact the organization that manages Your DNS before initiating the transfer process, in order to avoid any disruption in service;
- will add one year to the registration length of Your domain name: one year is added to the previous expiration date.

The completion of a transfer is not immediate and involves the cooperation of several parties. Transfers do not exclusively depend on Us. We therefore cannot be held liable if the transfer fails due to a reason that is not attributable to Us. In such an

instance, You will not be entitled to any refund. However, We may assist You in identifying any problem occurring during the transfer process and help You overcome it.

Some examples of what may lead to transfer failures, to which We can not be held liable, are:

- the refusal or lack of authorization from one of the parties: Registry, Registrar, domain name owner, Contacts,
- a domain name status that technically prevents transfer: passed expiration date, domain name locked against transfers, etc.,
- a domain name that is too new: less than sixty (60) days old.

### **Section .ASIA.10. Ownership change**

The ownership change process is available on Our Interface.

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

### **Section .ASIA.11. Deletion process**

**Upon the Expiration of the domain**, We suspend (Hold) the domain name for 44 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then, the domain name is placed on Quarantine status and can be restored, in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department. The length of the Quarantine period is 30 calendar days.

If the domain is neither renewed nor restored within these deadlines, the Registry shall place the domain on "Pending Delete" status for several days, and then delete the domain name, which will become available for registration under the "first-come first-served" basis.

## **PERSONAL INFORMATION**

### **Section .ASIA.12. Use of personal information**

In accordance with Gandi's General Terms and Conditions for Domain Names Registration, personal information is gathered to enable the registration and the management of Your domain name. This information is sent to the ICANN and the .ASIA Registry, recorded in their databases, and published in the publicly accessible Whois Database.

You accept that information provided with respect to the owner and to the Contacts associated to Your domain name, except for identification number of natural persons, will be collected and included in publicly accessible Whois databases to allow for any control of the eligibility of .ASIA Rules, to be carried out through this public access by any third party.

We remind You that, in accordance with Our General Terms and



Conditions for Domain Names Registration , You shall update the information and data of all Contacts associated to Your domain name, including CED Contact.

Additionally, for .ASIA domain names, You consent to the use, copying, distribution, publication, modification, and other processing of the personal data registered and associated with Your domain name, by the DotAsia and its designees and agents in a manner consistent with the purposes, under the condition that Your right to access and modify this personal data is upheld, and that the .ASIA Registry shall take all reasonable measures to protect this data from loss, incorrect use, unauthorized disclosure, modification, and/or deletion, pursuant with relevant mandatory local data protections, laws and privacy.

#### **Section .ASIA.13. Storage and transmission of personal information**

In application of the ICANN contracts, all personal and technical information associated with the registration of Your domain name is recorded and made available to the ICANN and IRON MOUNTAIN (ICANN's designated Registrar Data Escrow agent), in addition to messages pertaining to each registration or modification, during the entire duration of the registration of the domain name, plus the two following years.

#### **DOMAIN NAME DISPUTES**

#### **Section .ASIA14. Dispute resolution procedures applicable to all ICANN TLDs: UDRP**

As indicated in Gandi's General Terms and Conditions of Domain Name Registration (Section 17), the ICANN has implemented a "Uniform Domain Name Dispute Resolution Policy" – UDRP. The Policy and its corresponding Rules are available at these addresses:

- ICANN domain name dispute resolution policies: <http://www.icann.org/udrp/>
- explanations: <http://www.icann.org/udrp/udrp.htm>
- Policy: <http://www.icann.org/dndr/udrp/policy.htm>
- Rules: <http://www.icann.org/dndr/udrp/uniform-rules.htm>

You affirm to have read, understood, and agree to abide by these policies and rules, which are incorporated into Our Contract (hereafter referred to as the "UDRP Rules and Policies"). In application of the UDRP Rules and Policies, You specifically agree to accept that Gandi shall have influence over Your domain name in the event of a dispute regarding said domain name, and particularly in the application of a ruling issued by a Court, an arbitral Court or an ICANN-accredited administrative commission.

These UDRP Rules and Policies are applied by all ICANN-accredited Registrars, in the event of a dispute regarding the

registration and/or use of a domain name in any ICANN TLD. They apply to both Us and You, without hindering judicial procedures and rulings incurred in the event of an infringement of the rights of a third party, and applicable law, and shall coexist with other policies and rules that are specific to .ASIA as presented hereunder.

#### **Section .ASIA.15. Dispute resolution pertaining to .ASIA registration conditions (CEDRP)**

The .ASIA registry has adopted the Charter Eligibility Dispute Resolution Policy (CEDRP), accessible at the following address : <http://www.icann.org/udrp/cedrp-policy.html>

Complaints regarding the charter eligibility requirements for the registration of a .ASIA domain name shall be submitted to an Icann accredited entity, as listed on its website at the following address:

<http://www.icann.org/udrp/cedrp-providers.html>

You affirm to have read, understood, and agree to abide by these Policies and Rules, which are incorporated into Our Contract (hereafter referred to as the "CEDRP Rules and Policies"), to which You agree to comply with in case of a dispute. You further agree to be bound by arbitration for disputes arising from these CEDRP Rules and Policies.

In application of the CEDRP Rules and Policies, You specifically agree to accept that DotAsia Organisation Limited, .ASIA Registry, or Gandi shall have influence over Your domain name in the event of a dispute regarding said domain name, and particularly in the application of a ruling issued by a Court, an arbitral Court or an ICANN-accredited administrative commission.

You agree to submit to proceeding commenced under other dispute policies as set forth by DotAsia from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

#### **AMENDMENTS TO SPECIAL CONDITIONS**

Rules set forth by the ICANN and DotAsia Organisation Limited are subject to change. These amendments, bound to the naming system, are enforced by the ICANN and the DotAsia Organisation Limited, and constitute modifications beyond Our control, which are imposed on both Us as well as You, and that We must include in Our Contract with You. Modifications and successive versions shall be published on the websites of the ICANN, the .ASIA Registry, and Gandi. You will be notified of such amendments at least one month prior to their implementation. If You refuse such amendments, You will be entitled to cancel the contract, without penalty or refund, in accordance with Gandi's General Terms and Conditions for Domain Names Registration (sections 6 and 15).

