ANNEX .ASIA - SPECIAL CONDITIONS FOR THE .ASIA TLD

version 2.0 – October 20th, 2020

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .ASIA domain name implies the acceptance of and compliance to the present special conditions contained herein.

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.

Section .ASIA.1. Naming organization

.ASIA is the official extension of Asia zone.

The parties involved in naming organization for .ASIA are:

- Trustee Authority:
  ICANN: http://www.icann.org
- Registry:
  DotAsia Organisation Ltd.: https://www.dot.asia
- Registry technical operator:
  Afilias: https://afilias.info
- Registrar:
  Gandi: http://gandi.net

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

Section .ASIA.2. Registration policies

When You apply to register a .ASIA 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 .ASIA domain names, as defined by ICANN and DotAsia Organisation Ltd., and which may be viewed at the following pages:

- Registry policies:
  https://www.dot.asia/dotasia-organisation/policy-development
- 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 .ASIA 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 .ASIA Registry is available at the following address:
http://www.icann.org/en/about/agreements/registries/asia

Notwithstanding anything in this agreement to the contrary, DotAsia Organisation Limited, the Registry 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 the Registry have vested and that the Registry 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 the Registry shall survive any termination or expiration of this agreement.

Section .ASIA.3. Special requirements

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

Eligibility conditions to the registration of a .ASIA domain name are detailed in the .ASIA Charter Eligibility Requirement Policies established by the Registry, that You agree fully abide by:
https://www.dot.asia/dotasia-organisation/policy-development
(.ASIA Charter Eligibility Policy).

.ASIA domain names are open to persons established in Asia or having a nexus relationship within Asia.

To comply with this nexus You may provide an owner or administrative contact located in Asia zone. If You do not have a local contact, Gandi will provide You with a local administrative contact automatically.

Some words are reserved or prohibited, in particular:
http://www.icann.org/en/about/agreements/registries/asia
(Specification 5 – Schedule of reserved names).

Section .ASIA.4. Local administrative contact provided by Gandi

The local administrative contact provided by Gandi (hereafter "Gandi local contact") will be associated, at the Registry level, to Your domain name automatically and free of charge if You do not provide an owner or administrative contact located in Asia.

You expressly authorize "Gandi local contact" to make any decision related to the domain name and to take immediate action if necessary, in the event where "Gandi local contact" would be forced to act on the domain name without delay.

You acknowledge and accept that Gandi or "Gandi local contact" will communicate the complete contact information associated to Your Gandi account, to which any domain name registered with "Gandi local contact" is attached, to any third party that makes a request for said information, to the competent authorities, or in the event of a dispute concerning a domain name (legal or alternative dispute resolution procedure).

In accordance with Our Contracts, You are solely and fully responsible, with regards to third parties, Gandi, and "Gandi local contact", for the choice, use, direct and indirect consequence of, problem, or dispute regarding the choice and/or registration and/or use of any domain name registered with "Gandi local contact".

"Gandi local contact" may, at any time, terminate its service without Your ability to prevent said termination. You will be notified of this decision by e-mail, You will then be under the obligation to designate, within the deadline given, another eligible local contact if necessary.

In case of transfer to an other Registrar, You must first designate a new eligible local contact if necessary.

Section .ASIA.5. 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 .ASIA.6. Pricing

Our prices can be viewed at:
https://www.gandi.net/domain/price/detail/asia

Section .ASIA.7. Personal data

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, 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 (.ASIA Privacy Policy) and with relevant mandatory local data protection, laws and privacy.

Section .ASIA.8. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .ASIA domain names, 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:
https://www.icann.org/resources/pages/urs

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

Section .ASIA.9. 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 name'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 one year.

Section .ASIA.10. 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 domain name's expiration date.

Section .ASIA.11. 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 on "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 .ASIA.12. Registrant obligations

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may delete Your domain name.

You commit Yourself to indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating to the registration or use of Your domain name. This indemnification obligation will survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

Section .ASIA.14. Rights of the Registry

You acknowledge and accept that the Registry and Registry service providers, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary:

• to protect the integrity and stability of the domain names system,
• to comply with applicable laws, government rules or requirements, request of law enforcement or in compliance with any dispute resolution process,
• to avoid any civil or criminal liability on the part of the Registry, its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders,
• for violation of the present contract or the rules established by the Registry or ICANN,
• to correct mistakes made by the Registry, the Registry service providers or any Registrar in connection to the registration of a domain name.

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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