

ANNEX .BABY - SPECIAL CONDITIONS FOR THE .BABY TLD

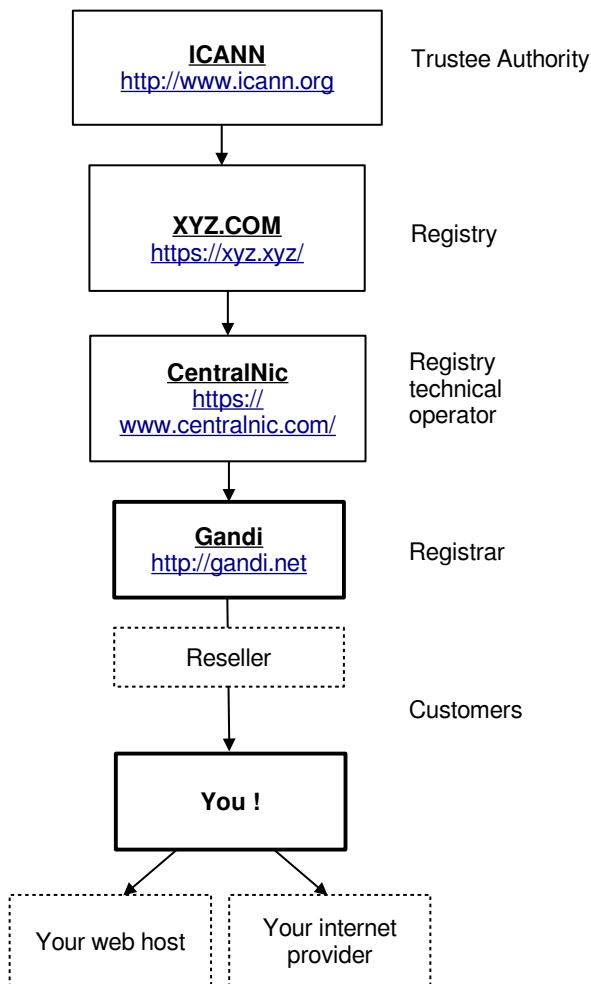
version 2.1 – March the 10th, 2019

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .BABY 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 .BABY.1. Trustee authority and Registry

.BABY is a generic Top-Level-Domain (gTLD). The general mission and purpose of the .BABY is to create a credible, dedicated and intuitive online namespace primarily for use by approved individuals, companies and organizations that support the vitality and happy, healthy development of babies and children. The following diagram presents the various parties involved for the .BABY TLD:



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

Section .BABY.2. Registration terms and conditions

When You apply to register a .BABY 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 .BABY domain names, as defined by ICANN and XYZ.COM LLC and which may be viewed at the following pages:

- Privacy Policy: <https://nic.baby/privacy>

- Privacy Policy by CentralNic: <https://www.centralnic.com/pdfs/Privacy%20Policy%20v1.0.pdf>
- Registry Policies: <https://nic.baby/files/XYZ-registry-domain-name-policies.pdf?v=2.0>
- Terms and conditions: <https://nic.baby/terms>
- Terms and conditions by CentralNic: <https://www.centralnic.com/support/terms>
- Abuse policy by CentralNic: <https://www.centralnic.com/support/abuse>
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .BABY Registry. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and to have accepted these rules on Our website.

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

Section .BABY.3. Special requirements

.BABY domain names are open to everyone.

Section .BABY.4. Reserved names

Some words are reserved or prohibited, in particular:

- ICANN reserved names : <http://www.icann.org/en/about/agreements/registries/baby> (specification 5. schedule of reserved names),
- Reserved names in accordance with Registry rules: <https://nic.baby/files/XYZ-registry-domain-name-policies.pdf?v=2.0> (Section 3.4)
- Names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed,
- Domain names that are likely to deceive, disparage or cause a material detriment to the .BABY extension, the relevant community, the Registry's customers or Internet users are explicitly prohibited.

Section .BABY.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 .BABY.6. Pricing

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

“Premium” domain names are subject to specific prices as indicated on Our interface during Your order.

Section .BABY.7. Storage of contact information

In application of ICANN contracts, all personal and technical information associated with the registration of Your domain name is

recorded and made available to 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 year following the termination of the service at stake.

You consent to the use, copying, distribution, publication, modification it in the Registry's public [Whois](#) database when applicable and other processing of Your Personal Data by the Registry, its technical operator and their designees and agents for the purpose of providing domain name registrations services according to the contract between ICANN and the Registry and in compliance with applicable laws.

Section .BABY.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 .BABY 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>

The Registry has also established other specific procedures, that You agree fully abide by:

- Section 4 of Registry policies: <https://nic.baby/files/XYZ-registry-domain-name-policies.pdf?v=2.0>

You also agree to submit to proceedings commenced under other dispute policies as set forth by Registry from time to time in the Registry policies, including but not limited to processes for suspension of a domain name 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 .BABY extension.

Section .BABY.9. Transfer (change of Registrar)

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain, 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.

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

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

Section .BABY.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's expiration date.

Section .BABY.11. Deletion process

Upon the Expiration of the domain, 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 goes into Redemption Period for an additional 30 days, and all associated technical services are deactivated. 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 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 on a "first-come first-served" basis.

Section .BABY.12. Registrant representations and guarantees

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.

By submitting a registration request You warrant that:

- You meet the eligibility and domain name selection conditions established by the Registry,
- You are the beneficiary person of the domain name registration,
- A clear and logical nexus exists between Your activities and the mission and purpose of the .BABY as determined by the Registry at its sole and entire discretion,
- The domain name, its use and any website published via the domain name will comply with the applicable law and regulation and the rules established by ICANN and the Registry.

In any case, 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 service providers, and their agents, subcontractors, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your domain name application, registration and use thereof. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

Section .BABY.13. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

- to enforce the rules and policies established by the Registry and ICANN each as amended from time to time,
- in case of breach of the present contract or the rules established by the Registry and ICANN,
- 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 and ICANN 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 civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- in application of Our accreditation agreement or the present contract and Registry rules.

The Registry also reserves the right to place Your domain name in

« lock » status, « hold » status or similar status during resolution of a dispute.

You also acknowledge that Registry and its service providers have no liability of any kind for any loss or liability, and You shall indemnify and hold harmless them from any claim, resulting from the proceedings and processes relating to launch periods, including, without limitation:

- the ability or inability of a registrant to obtain a domain name during these periods,
- the results of any dispute over a domain name,
- the registration, use or non-use of a domain name

- end of annex .BABY-