

## ANNEX .BIO - SPECIAL CONDITIONS FOR THE .BIO TLD

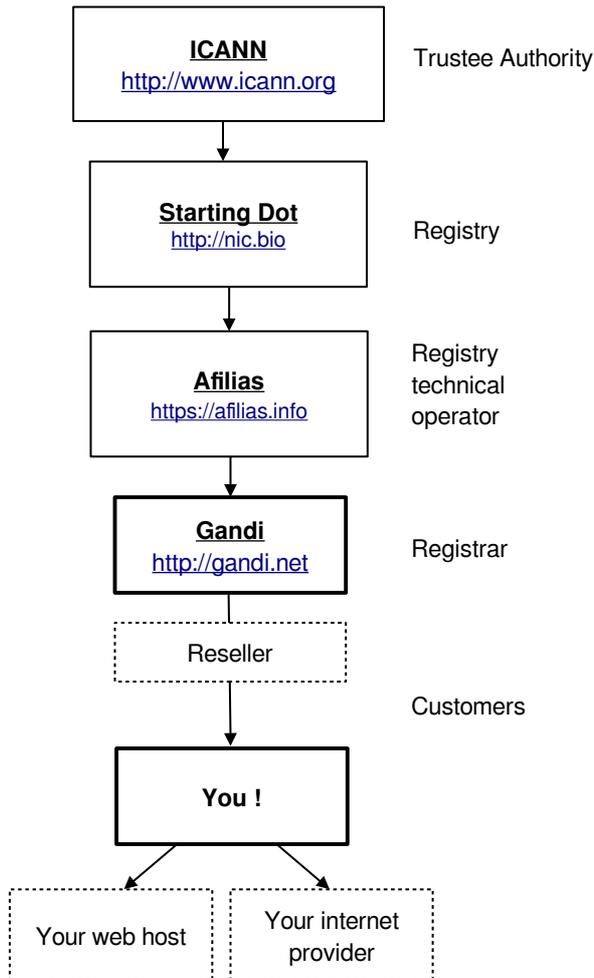
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In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .BIO domain name implies the acceptance of and compliance to the present special conditions contained herein.

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 .BIO.1. Trustee authority and Registry

.BIO is a generic Top-Level-Domain (gTLD). The following diagram presents the various parties involved for the .BIO TLD:



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

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

When You apply to register a .BIO 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 .BIO domain names, as defined by ICANN, Afilias and Starting Dot and which may be viewed at the following pages:

- Domain Name Policy: <http://domains.bio/direct-download/12016>
- Anti-Abuse Policy: <http://domains.bio/about/afilias-anti-abuse-policy>

- Personal Data Protection Policy: <http://domains.bio/direct-download/1191>
- Whois Policy: <http://domains.bio/direct-download/1076>
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .BIO 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 .BIO Registry is available at the following address: <http://www.icann.org/en/about/agreements/registries/bio>

### Section .BIO.3. Special requirements

.BIO special requirements are available at: <http://www.gandi.net/domain/bio/info>

.BIO domain names are open to anyone.

Specific terms of use apply to registrants who are producers, transformers and retailers, or otherwise involved in the field of agriculture, food and farming, who must commit to abiding by:

- the Principles of Organic Agriculture ("POA") as formulated by the International Federation of Organic Agriculture Movements ("IFOAM") that is an official Partner of the .BIO Registry: <http://www.ifoam.org/en/organic-landmarks/principles-organic-agriculture>,
- the Regulation (EC) No 834/2007 of 28 June 2007 of the European Union Council on organic production and labeling and its derived legislation, or any regulations in force in other relevant markets, if the registrant has a nexus with the European Union (i.e.: selling, exporting to or trading agricultural or food product in the European Union) or other relevant markets where the word "bio" may be used to refer to legally labeled and marketed organic, biological, ecological, biodynamic, or similarly named goods or intending to do so.

For the best interest of consumers and in order for the registrant to demonstrate its commitment to the "POA", it is recommended to the registrant to display on the registrant's website homepage the symbol "BIO Trust Seal" provided by the Registry on its website: [http://domains.bio/bio\\_trust\\_seal](http://domains.bio/bio_trust_seal) with a permanent link pointing to a web page of the registrant providing the following:

- an introduction title demonstrating the registrant's commitment to the .BIO domain name policies, such as: "[Domain name] commitment to .BIO domain name policy",
- a link pointing to the .BIO domain name policies: <http://domains.bio/direct-download/12016>,
- a link pointing to the original text of the "POA": <http://www.ifoam.org/en/organic-landmarks/principles-organic-agriculture>

[agriculture](#),

- the Registry point of contact for claims and complaints: [complaint.bio@startingdot.com](mailto:complaint.bio@startingdot.com),
- information for consumers and internet users relative to the registrant's implementation of relevant regulations as mentioned above, including but not limited to, the reference of the certification agency certifying the registrant's products and a list of the products certified by such certification agency.

The Registry shall manage the ex-post control of the .BIO domain names by verifying:

- the use of the "BIO Trust Seal" by the registrant and the presence of a .BIO related recommended web page on registrant's website and comparing the information contained on such page with the other contents on the related website, and
- the absence of any attempt from the registrant to promote or sell non-organic products.

The implementation and ex-post control of the use of .BIO domain names shall be supervised by the .BIO Policy Advisory Committee (the "BIOPAC"), which is chaired by the "IFOAM".

#### **Section .BIO.4. Reserved names**

Some words are reserved or prohibited, in particular:

<http://www.icann.org/en/about/agreements/registries/bio>

(specification 5. schedule of reserved names), names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

#### **Section .BIO.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 .BIO.6. Pricing**

Our prices can be viewed at:

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

"Premium" domain names are subject to specific prices as published on Our website during Your registration order.

#### **Section .BIO.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 two following years.

You therefore consent to the use, copying, distribution, publication, including in the public [Whois](#) database, modification and other processing of Your personal data by the Registry and its designees and agents, consistent with the purposes defined by the Registry.

#### **Section .BIO.8. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy), URS (Uniform Rapid Suspension System) and ERDRP (Eligibility Requirements Dispute Resolution Policy) for .BIO domains, that You agree fully abide by:

<http://domains.bio/about/dispute-resolution>

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 ERDRP rules, applicable to disputes relative to eligibility conditions, are available at the following page:

<https://www.icann.org/resources/pages/rules-c0-2012-02-25-en>

#### **Section .BIO.9. Transfer (change of Registrar)**

The transfer-in process is started on Our Interface. Before requesting the transfer of the domain, please be sure that 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 .BIO.10. Ownership change**

The ownership change process is available on Our Interface, and it requires the confirmation of the two parties by e-mail.

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

#### **Section .BIO.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 .BIO.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.

You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

If You use Your domain name to collect and maintain sensitive health and financial data, You have to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

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 subcontractors, and also the 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. This indemnification obligation shall survive the termination of the present contract, whatever may be the

cause of this termination and is the direct consequence of Our accreditation agreement.

### **Section .BIO.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 to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

- 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 any dispute resolution process,
- to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees,
- per the terms of the present contract,
- to correct mistakes made by the Registry or any Registrar in connection with 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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