ANNEX .BROKER - SPECIAL CONDITIONS FOR THE .BROKER TLD

version 1.1 – December the 2nd, 2020

In addition to Gandi's General Terms and Conditions of domain name registration, the registration and use of a .BROKER 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 .BROKER.1. Naming organization

.BROKER is a generic Top-Level-Domain (gTLD).

The entities involved in naming organization for .BROKER are:

- Trustee Authority:
  ICANN: http://www.icann.org
- Registry:
  DotBroker Registry Limited: http://www.nic.broker
- Registry technical operator:
  CentralNic: https://centralnicregistry.com
- Registrar:
  Gandi: http://gandi.net

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

Section .BROKER.2. Registration policies

When You apply to register a .BROKER 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 .BROKER domain names, as defined by ICANN and DotBroker Registry Limited, and which may be viewed at the following pages:

- Registry Policies :
  https://nic.broker
- 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 .BROKER 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 .BROKER Registry is available at the following address:
www.icann.org/en/about/agreements/registries/broker

Section .BROKER.3. Special requirements

.BROKER special requirements are available at:
http://www.gandi.net/domain/broker/info

.BROKER domain names are open to anyone.

Some words are reserved or prohibited, in particular:

- Registry reserved name policy:
  https://nic.broker
  (.broker Reserved and Premium Name Policy)
- ICANN reserved names:
  http://www.icann.org/en/about/agreements/registries/broker
  (specification 5. schedule of reserved names).

Section .BROKER.4. Registration term

The registration term is 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 .BROKER.5. Pricing

Our prices may be viewed at:
https://www.gandi.net/domain/price/detail/boker

"Premium" domain names are subject to specific prices as indicated in Our website during Your order.

Section .BROKER.6. Personal data

You consent to the collect, 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.

Section .BROKER.7. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .BROKER 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

Section .BROKER.8. 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.

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

Section .BROKER.9. 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 .BROKER.10. 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 in "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 .BROKER.11. 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.

By submitting a registration or modification request You acknowledge that:

- You must comply with all applicable laws, rules, policies and/or regulations, 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
- You warrant that You have necessary authorisations, charters, licenses and/or related credentials for Your participation in the relevant market
- You must report to Gandi any material changes to the validity of Your necessary authorizations, charters, licences and/or related credentials
- You must comply with the appropriate regulations and licensing requirements required to continue to conduct Your activities in the best interests of the customers they serve
- You must provide accurate administrative and appropriate security measures commensurate with the offering of those services, as defined by applicable law, rules, policies, and/or regulations as applicable to any Registrant who collect and maintain sensitive health and financial data;
- You confirm that in the event of a transfer of a domain name, the Registrar has the right to withhold registration of the transfer pending the Registrar confirmation that the transferee has the authorizations, charters, licences, and/or related credentials for Your participation in the relevant market.

You acknowledge that the Registry is entitled at any time to verify:
(a) the truth, accuracy, and completeness of any information provided by You to the Registry, whether directly, through any of the Registrars of record or otherwise; and
(b) Your compliance with the applicable Registry and ICANN policies. You shall fully comply and cooperate with the Registry in connection with such verification and furnish all requested documentation as the Registry may reasonably require to complete the verification. On a periodic basis, the Registry will perform "spot" audits of the accuracy of Whois data in 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 and hold harmless the Registry, its affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses (including on appeal) arising out of or relating in any way to Your domain name, including, without limitation, the choice, registration, renewal, deletion, transfer or use of Your domain name and/or the violation of any applicable terms and conditions governing the registration of a domain name. You shall not enter into any settlement or compromise of any such claim without Gandi's prior written consent that shall not be unreasonably withheld. 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 .BROKER.12. Rights 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,
- that is not accompanied by complete, accurate, and up-to-date information, or where required information is not updated or corrected, as required by the rules and policies established by the Registry and ICANN,
- for violation of the present contract or the rules established by the Registry or 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 actual or potential civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- as otherwise provided in the terms and conditions and the contracts of the Registry.

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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