ANNEX .CLOUD - SPECIAL CONDITIONS FOR THE .CLOUD TLD

version 1.2 – January 16ᵗʰ, 2024

In addition to Gandi's Domain name registration contract, the registration and use of a .CLOUD 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 Domain name registration contract. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

Section .CLOUD.1. Naming organization

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

The entities involved in naming organization for .CLOUD are:

- Trustee Authority:
  ICANN: http://www.icann.org
- Registry:
  Aruba PEC SpA: https://www.get.cloud
- Registry technical operator:
  Tucows Registry: https://www.tucowsregistry.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 .CLOUD.2. Registration policies

When You apply to register a .CLOUD 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 .CLOUD domain names, as defined by ICANN and Aruba PEC SpA, and which may be viewed at the following pages:

- Registry Policies :
  https://www.get.cloud/partner-with-us/policies.aspx
- 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 .CLOUD 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 .CLOUD Registry is available at the following address:
http://www.icann.org/en/about/agreements/registries/cloud

Section .CLOUD.3. Special requirements

.CLOUD special requirements are available at:
http://www.gandi.net/domain/cloud/info

.CLOUD domain names are open to anyone.

Some words are reserved or prohibited, in particular:
http://www.icann.org/en/about/agreements/registries/cloud
(specification 5. schedule of reserved names)

Section .CLOUD.4. 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 .CLOUD.5. Pricing

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

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

You expressly agree that registration and renewal fees are variable and may be different depending the domain name, this includes but is not limited to "premium" and reserved names domain names.

In addition, domain names may have higher renewal price than the renewal price set forth at the time of initial registration of such domain name.

Section .CLOUD.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 .CLOUD.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 .CLOUD 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:
http://newgtlds.icann.org/en/applicants/urs

Section .CLOUD.8. 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 1 year.

Section .CLOUD.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 Expiration date.

Section .CLOUD.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 .CLOUD.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 have the authority to make an application,
• The information provided is current, complete, and accurate, and that You agree to correct and update the information to ensure that it remains current, complete, and accurate,
• To Your knowledge, the registration of the domain name mentioned in the application or domain name registration request will not infringe upon or otherwise violate the rights of any third party,
• You are not submitting the application or domain name registration request and, upon registration, will not use the domain name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices,
• You will not knowingly use the domain name in violation of any applicable laws or regulations, including third party interests,
• The act of submitting an application for a domain name in no way guarantees that domain name will be allocated to You.

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 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.

Section .CLOUD.12. Rights of the Registry

You acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry lock, hold (suspension), or similar status as it deems necessary, in its unlimited and sole discretion:

• To enforce Registry policies and ICANN requirements, each as amended from time to time,
• That is not accompanied by complete and accurate information as required by ICANN requirements and/or Registry policies or where required information is not updated and/or corrected as required by ICANN requirements and/or Registry Policies,
• To protect the integrity and stability of the Registry system, its operations, and the .CLOUD TLD,
• To comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider,
• 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 the Registry and/or its affiliates, subsidiaries, officers, directors representatives, employees, contractors, service providers and stockholders,
• Domain name use is abusive or violates Registry policies, or a third party's rights or acceptable use policies, including but not limited to the infringement of any copyright or trademark,
• To correct mistakes made by the Registry or any accredited Registrar in connection with a registration,
• As otherwise provided in the Registry-Registrar Agreement and/or the Registry-Registrant agreement

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 agree that:

• The Registry takes no responsibility for any mistakes on the application including misspellings, errors in processing or payment,
• The Registry may prevent an applicant from making an application and registering or renewing a domain name where that applicant has been found to be in breach of the ICANN or Registry policy

Furthermore, if the Registry is informed of the fact that a third party holds an eligible trademark to a domain name, the Registry shall be entitled to suspend or to cancel such domain name registration at its sole discretion, at least until sufficient safeguards, representations and warranties have been obtained from You and the parties who have directly or indirectly initiated such trademark claim.

It is not the obligation of the Registry to notify You in advance of the termination or expiration for any reason of Your domain name.

You agree that You may not claim any compensation for damages of any sort from the Registry such as, but not limited to, any fees payable or paid within the context of a dispute initiated against any decision of the Registry.

- end of annex .CLOUD-