

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

version 1.1 – June the 16th, 2021

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

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

- Trustee Authority  
**ICANN:** <http://www.icann.org>
- Registry  
**.CLUB DOMAINS LLC (.CLUB):** <http://dotclub.com>
- Registry technical operator  
**GoDaddy Registry:** <https://registry.godaddy/>
- Registrar  
**Gandi:** <http://gandi.net>

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

## **Section .CLUB.2. Registration terms and conditions**

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

- .CLUB terms, conditions and policies:  
<http://nic.club/Terms>
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

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

## **Section .CLUB.3. Special requirements**

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

.CLUB domain names are open to anyone.

You agree to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry can delete Your domain name.

## **Section .CLUB.4. Reserved names and premium domain names**

Some words are reserved or prohibited:  
<http://www.icann.org/en/about/agreements/registries/club> (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 .CLUB.5. Registration term**

The registration term is 1 year for requests made during the Sunrise and Landrush phases and from 1 to 10 years for requests made

during the general opening. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

## **Section .CLUB.6 Pricing**

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

## **Section .CLUB.7. Storage of contact information**

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 .CLUB.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 .CLUB domains, that You 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 .CLUB.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.

In addition, You acknowledge having read and understood and agree to be bound by the terms and conditions of the Transfer Dispute Resolution Policy as may be amended from time to time which are available at the following page:  
<http://www.icann.org/en/help/dndr/tdrp>

### **Section .CLUB.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 .CLUB.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 .CLUB.12. Registrant representations and guarantees**

Your request must contain true, accurate and up-to-date information, must be made in good faith, for a lawful purpose, and must not infringe the rights of any third party.

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 Registry service providers and their subcontractors,

subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors, and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the Your domain name registration. 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 .CLUB.13. Exclusion of liability and actions of the Registry**

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

- to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFC),
- 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,
- if Your domain name is under dispute,
- to avoid any civil or criminal liability on the part of the Registry and Registry service providers, their affiliates, subsidiaries, subcontractors, officers, directors, employees and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- for the non-payment of fees to Registry.

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