ANNEX .COM - SPECIAL CONDITIONS FOR THE .COM gTLD

version 2.3 – May 11th, 2020

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .COM 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 for domain name registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

Section .COM.1. Naming organization

.COM is a generic Top-Level-Domain (gTLD) for "commercial" websites, even if it can be used for other purpose.

The parties involved in naming organization for .COM are:

- Trustee Authority:
  ICANN: http://www.icann.org
- Registry:
  VeriSign: http://www.verisign.com
- Registrar:
  Gandi: http://gandi.net

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

Section .COM.2. Registration policies

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

- Registry Agreement:
  https://www.icann.org/resources/pages/com-2012-12-07-en
- 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 .COM Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

Section .COM.3. Special requirements

.COM special requirements are available at:
http://www.gandi.net/domain/com/info

.COM domain names are open to anyone.

Some words are reserved or prohibited, in particular:
https://www.icann.org/en/about/agreements/registries/com/appendix-06-01dec12-en.htm

Section .COM.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 .COM.5. Pricing

Our prices can be viewed on:
https://www.gandi.net/domain/price/detail/com

Section .COM.6. Personal data

You consent to the 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 .COM.7. Dispute resolution policy

VeriSign has adopted the ICANN Uniform Dispute Resolution Policy (UDRP) for .COM 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

Section .COM.8. Transfer (change of Registrar)

ICANN transfer rules can be viewed at:
https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en

The 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 to start the transfer request at least one month before Expiration);
- was created at least 60 days prior to the request, and/or transferred at least 60 days prior to the request.

The transfer's completion requires your confirmation by e-mail.

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

Section .COM.9. Ownership change

The process is started on Our Interface. The owner change's completion requires the confirmation of the two parties by e-mail.

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

Section .COM.10. 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 name is placed on Quarantine status and can be restored, in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department. The length of the Quarantine period is 30 calendar days.

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 under the "first-come first-served" basis.

Section .COM.11. 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 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 Verisign and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the registration of Your domain name. This indemnification obligation shall survive the termination or expiration of this contract.

Section .COM.12. Actions of the Registry

You acknowledge and agree that Verisign reserves the right to deny, cancel, redirect 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., RFCs),
• to correct mistakes made by Verisign or any registrar in connection with a domain name registration,
• for the non-payment of fees to Verisign,
• to protect against imminent and substantial threats to the security and stability of the .COM extension, Verisign's system and nameserver operations or the internet,
• to ensure compliance with applicable law, government rules or regulations, or pursuant to any legal order or subpoena of any government, administrative or governmental authority, or court of competent jurisdiction,
• to stop or prevent any violations of any terms and conditions of this contract, the Registry rules or pursuant to Verisign's Registry Agreement with ICANN.

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