

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

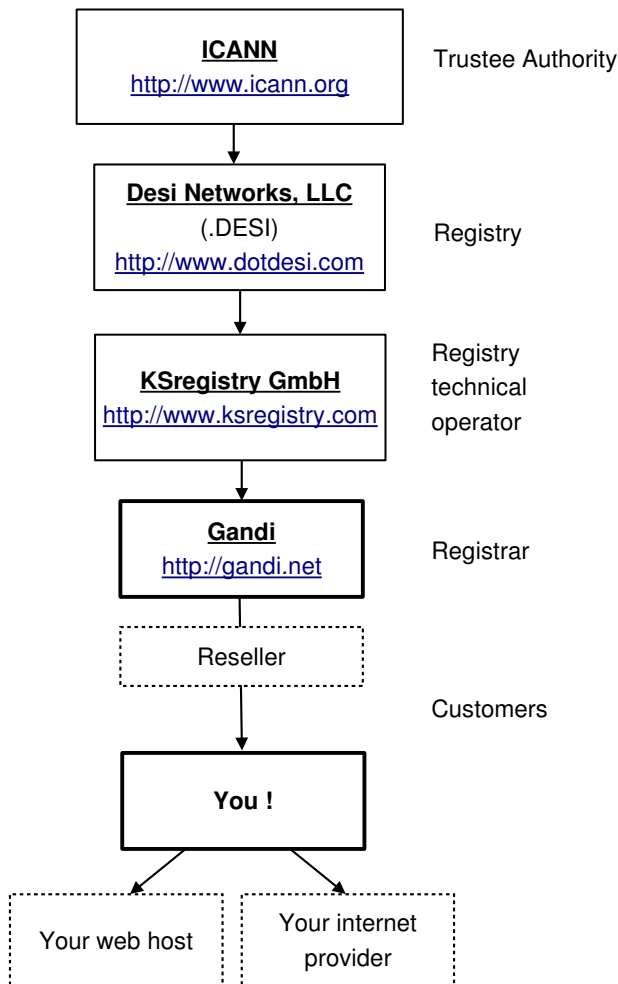
version 1.0 – September the 4th, 2014

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .DESI 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. Your current contracts are freely available for viewing when You log into Your account at: <http://www.gandi.net/admin/contracts/>.

### Section .DESI.1. Trustee authority and Registry

.DESI is a generic Top-Level-Domain (gTLD) meant for all activities and people from the Indian sub-continent. The following diagram presents the various parties involved for the .DESI TLD:



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

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

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

- .DESI policies:  
<http://registry.desi/policy/>
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .DESI 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 .DESI Registry is available at the following address:  
[www.icann.org/en/about/agreements/registries/desi](http://www.icann.org/en/about/agreements/registries/desi)

### Section .DESI.3. Launch rules

The .DESI domain name launch will occur in several phases.

The Landrush phase runs from August 25th, 2014 to September 26th, 2014. General opening is scheduled for October 6th, 2014. These dates are not definitive and are subject to change by the Registry.

Preregistrations for general opening phases are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

### Section .DESI.4. Special requirements

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

.DESI domain names are open to anyone.

### Section .DESI.5. Landrush

#### 5.1 Eligibility rules

No particular eligibility rules apply during .DESI Landrush, anyone may register a .DESI domain name.

## **5.2 Allocation rules**

Landrush applications are not reviewed on a “first-come first-served” basis, they will be considered as having arrived at the same time:

- if only one qualified application is made for a domain name, the domain name will be registered on behalf of applicant within the days following the end of the Landrush period,
- if multiple qualified applications are made for the same domain name, the domain name will be subject to closed auction between all applicants for this domain name. The rules applicable to the auction procedure will be made available by the Registry.

## **5.3 Refund Conditions**

In any case, You will not be entitled to receive any refund if the domain name is not granted to You (domain name granted to an other person during an auction).

### **Section .DESI.6. “Trademark Claim Notice” period**

In accordance with ICANN rules, during the Landrush period and at least 90 days upon general opening, a “Trademark Claim Notice” period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the “labels” generated), You will receive a warning notice (“Trademark Claim Notice”) in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be sent to the Registry.

If You confirm Your registration request, third parties who own an identical mark are notified of Your registration.

For requests made in preregistration, beginning one day prior to the opening of the period concerned, Gandi will notify You by email of the “Trademark Claim Notice” and Your registration request will be put in “error” until You confirm or cancel Your registration via Our interface. It being specified that, in accordance with ICANN rules, if You do not confirm the notice, Gandi will not send Your registration request to the Registry upon the opening of the concerned period and cannot, in any case, be held liable for the non-registration of Your domain name and particularly if the domain name is registered by a third party who has validated the “Trademark Claim Notice” upon the opening of the period concerned.

It is Your sole and entire responsibility to confirm, if You want, all the notices received before the opening of the concerned period and the sending of Your request to the Registry.

## **Section .DESI.7. Reserved names and premium domain names**

Some words are reserved or prohibited:

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

(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.

The registration of “premium” domain names is not available on Our interface, You would need to contact Our customer service department for this.

For requests made in preregistration, if the domain name You have preregistered is a “premium” domain name, Your request will be put in “error” and You will be notified by email. Then You will be able to either pay the additional costs applicable to “premium” domain names in order to validate Your registration request or cancel Your request. It being specified that if You do not contact Our customer service department and do not pay the additional costs applicable to “premium” domain names, Your registration request will be not sent to the Registry.

### **Section .DESI.8. Registration term**

The registration term is 2 years for requests made during the Landrush period, 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 .DESI.9. Pricing**

Our prices may be viewed at:

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

“Premium” domain names are subject to specific prices that will be communicated by Our customer service department upon request.

### **Section .DESI.10. 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 grant the Registry a non-exclusive, non-transferable, limited authorization to collect, access, process Your personal contact information and display it in the public [Whois](#) database as well as in .DESI zone files and for statistical purposes.

### **Section .DESI.11. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution

procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .DESI 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 .DESI.12. 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.

The transfer's completion requires Your confirmation (by e-mail).

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

### **Section .DESI.13. 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 .DESI.14. 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 .DESI.15. 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 commit Yourself to indemnify and hold harmless the Registry, 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 in any way to Your domain name registration, including, without limitation, the choice, registration, renewal, deletion, transfer or use of Your domain name.

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 .DESI.16. 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, 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, ICANN or any industry group generally recognized as authoritative with respect to the Internet (such as RFCs), 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,
- for the non-payment of registration fees,
- if required by a URS, UDRP, DRS or CRS proceeding,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name.

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