ANNEX .DESI - SPECIAL CONDITIONS FOR THE .DESI TLD
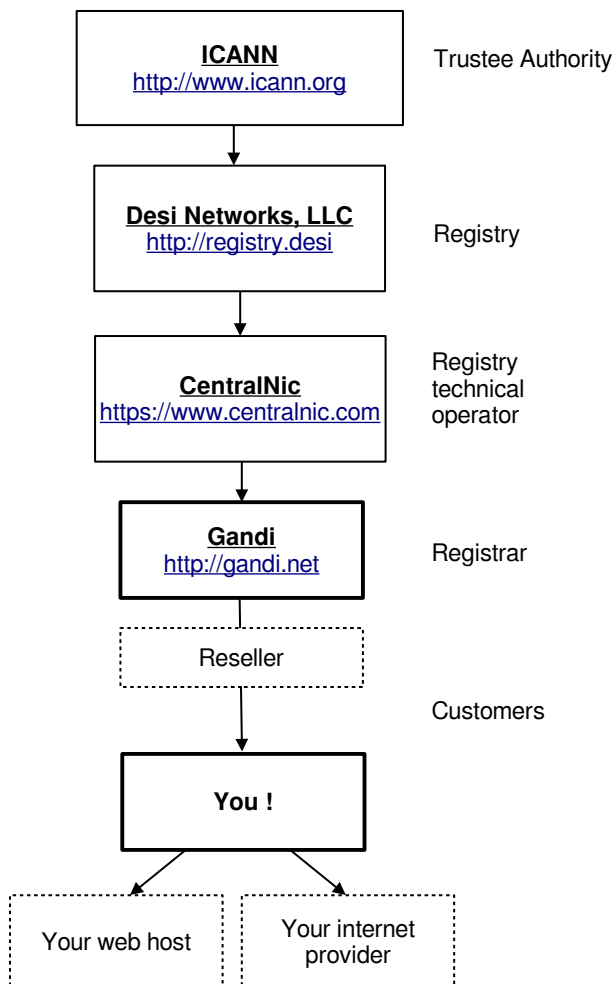
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In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .DESI domain name implies the acceptance of and compliance to the present special conditions contained herein.

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.

Section .DESI.1. Trustee authority and Registry

.DESI is a generic Top-Level-Domain (gTLD) derived from "Sanskrit" and refers to the culture, people and products originating from the Indian sub-continent. The following diagram presents the various parties involved for the .DESI TLD:

ICANN http://www.icann.org	Trustee Authority
Desi Networks, LLC http://registry.desi	Registry
CentralNic https://www.centralnic.com	Registry technical operator
Gandi http://gandi.net	Registrar
Reseller	
	Customers
You !	
Your web host	Your internet provider

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 Desi Networks LLC, CentralNic and ICANN, and which may be viewed at the following pages:

• .DESI policies:
  http://registry.desi/policy
• CentralNic Terms and Conditions:
  https://www.centralnic.com/support/terms/domains

• CentralNic Privacy Policy:
  https://www.centralnic.com/support/registry-privacy
• CentralNic Phishing and Abuse Policies:
  https://www.centralnic.com/support/abuse
• ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .DESI Registry and CentralNic. 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

Section .DESI.3. Special requirements

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

.DESI domain names are open to anyone.

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

Section .DESI.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 .DESI.5. Pricing

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

"Premium" domain names are subject to specific prices as displayed on Our interface during Your order.

Section .DESI.6. 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 following year.

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 .DESI.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 .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.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.

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.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 .DESI.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 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.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 the Registry 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 and use of Your domain name and/or any associated service, activity or content. This indemnification obligation shall survive the termination or expiration of the present agreement.

Section .DESI.12. Exclusion of liability and actions of the Registry

You acknowledge and agree that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name 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 the Registry or any Registrar in connection with a domain name registration,
• for breach of the present agreement,
• if required by a URS, UDRP, or any other proceeding,
• for the non-payment of fees to Registry.

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