

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

version 1.1 – June the 23th , 2021

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

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

- Trustee Authority  
**ICANN:** <http://www.icann.org>
- Registry  
**Interlink Co. Ltd:** <http://www.interlink.or.jp/>
- 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 .EARTH.2. Registration terms and conditions**

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

- Sunrise Registration Policy :  
<http://domain.earth/legal/sunrise-registration-policy/>
- Sunrise Dispute Policy  
<http://domain.earth/legal/sunrise-dispute-resolution-policy/>
- Domain Registration Terms and Conditions :  
<http://domain.earth/legal/registration-terms-and-conditions/>
- Whois access Policy :  
<http://domain.earth/legal/whois-access-policy/>
- Privacy Policy :  
<http://domain.earth/legal/privacy-policy/>
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .EARTH 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 .EARTH Registry is available at the following address:

[www.icann.org/en/about/agreements/registries/earth](http://www.icann.org/en/about/agreements/registries/earth)

## **Section .EARTH.3. Special requirements**

.EARTH special requirements are available at:

<http://www.gandi.net/domain/earth/info>

.EARTH domain names are open to anyone.

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

Some words are reserved or prohibited:

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

-(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 .EARTH.5. Registration term**

The registration term is from 1 to 10. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date.**

## **Section .EARTH.6. Pricing**

Our prices may be viewed at:

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

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

You acknowledge that the .EARTH will have non-uniform pricing, such that a registration, renewal, or transfer fee for a domain may differ from other domain names.

## **Section .EARTH.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 .EARTH.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 .EARTH 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 .EARTH.9. 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 .EARTH.10. 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 .EARTH.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 .EARTH.12. 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.

By submitting a registration or modification request You acknowledge that:

- 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,
- You have to participate in good faith in any proceedings as established by the Registry and ICANN,

- You have to accept and abide by the rules and policies enacted by the Registry
- You must immediately correct and update the registration information for Your domain name during the registration term including personal data associated therewith
- You have a continued obligation to act in accordance with applicable laws and regulations

In addition, by submitting a request during the Sunrise period, You acknowledge that the Registry and/or its agents are authorized to share information relating to Your request to TMCH, other Sunrise applicants, and/or 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 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, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

### **Section .EARTH.13. 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 protect the integrity and stability of the Registry
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process
- to avoid any liability, civil or criminal, on the part of Registry Operator as well as its affiliates, subsidiaries, officers, directors, and employees
- per the terms of the registration agreement
- to correct mistakes made by the Registry or any Registrar in connection with a domain name registration

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

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