

ANNEX .ECO - SPECIAL CONDITIONS FOR THE .ECO TLD

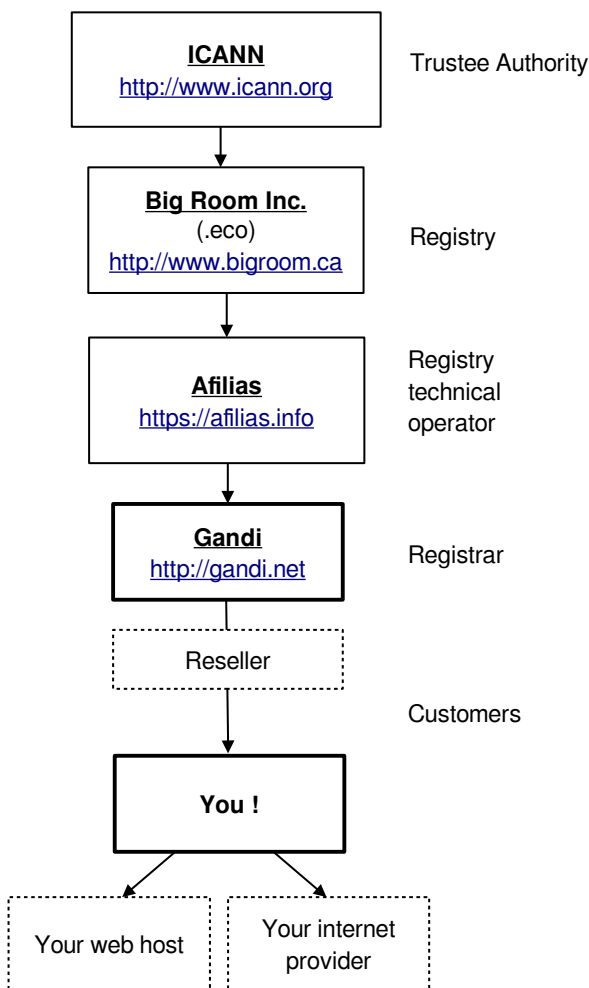
version 1.0 – January the 24th, 2017

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

.ECO is a generic Top-Level-Domain (gTLD) dedicated to environmental purposes. The term "eco" is widely recognized and globally accepted as a well-known short form meaning "not harming the environment". The objective of .ECO is to be an active expression of the "eco" goals, values and interests of the global environmental community. The following diagram presents the various parties involved for the .ECO TLD:



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

Section .ECO.2. Registration terms and conditions

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

- Registry Policies:
<https://home.eco/policies>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

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

Section .ECO.3. Launch rules

The .ECO domain name launch will occur in 2 phases: Sunrise and general opening.

Registrations during the first 7 days of the general opening will be subject to additional costs decreasing over time ("Early Access" period).

The Sunrise phase will run from February 1st 2017 to April 2nd 2017. General opening is scheduled for April 18th 2017. These dates are not definitive and are subject to change by the Registry.

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

Section .ECO.4. Special requirements

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

.ECO domain names are open to persons that are committed to the environment.

Eligibility conditions

To be eligible to the registration of a .ECO domain name, You have to meet one of the following requirement:

Eligibility through membership of the .ECO Organization: The Dot ECO Global Community Organization (the ".ECO Organization") is incorporated under the Canada not-for-profit corporations act. The .ECO Organization is the representative body of the global environmental community (the "Community") in relation to .ECO. It supports the Community's goals of transparency, inclusiveness and improvement, and the management of .ECO for the long-term benefit of the Community. During the creation of an Eco Profile (see below) all .ECO registrants will be offered free membership in the .ECO Organization. According to its bylaws, membership in the .ECO Organization is open to entities and natural persons that are committed to a respectful, responsible and sustainable use of the environment. Membership of the .ECO

Organization confers eligibility upon .ECO registrants.

Other eligibility categories:

- **1. Not-for-profit mission-based organizations that work for the good of the planet.** That includes: a) not-for-profit environmental organizations that affirm and can provide proof on request of their environmental mission/purpose and their legal status, or b) accreditation as such by United Nations agencies.
- **2. Businesses committed to providing products and services that encourage positive environmental change.** That includes: for-profit business entities that affirm and can provide proof on request of the following: a) membership in environmental organizations and initiatives including: i) organizations that fall under the categories in 1(a) or (b), or ii) the United Nations Global Compact, or iii) other memberships approved by the .ECO Organization; or b) accreditation by voluntary environmental certifications, standards and reporting systems of: i) organizations that fall under the categories in 1(a) or (b), or ii) United Nation member states, national and sub-national governmental bodies and entities, or iii) the International Organization for Standardization, or iv) other certification, standards and reporting systems approved by the .ECO Organization.
- **3. Government bodies that support sustainability through programs, infrastructure and funding amongst other policies and actions.** That includes: governments, including environment-related departments and initiatives of United Nation member states, national and sub-national governmental bodies, and United Nation bodies.
- **4. People who participate in and support environmental change through membership, financial support or donating their time, as well environmental professionals who contribute to positive environmental change through their work.** That includes: natural persons that: a) affirm and can provide proof on request of membership of, financial support for, volunteer time for, or accreditation by organizations within categories in 1(a) or (b), or b) are holders of certified environmental professional qualifications approved by the .ECO Organization, or c) are academics or scientists employed by or affiliated with recognized universities.
- **5. Farms and other producers of agricultural products that achieve European Union organic production and labeling standards.** That includes: any entity providing evidence of full compliance with the requirements of European Union regulation (EC) No 834/20071.

Activation process and “Eco Profile”

All registered .ECO domain names will remain inactive (“server hold” status) until registrants affirm their eligibility (as defined above) when completing their Eco Profile.

Once Your .ECO domain name registration request has been sent to the Registry, the Registry will contact You by email inviting You to complete an Eco Profile.

To activate a .ECO domain name, You must complete the following steps within the .ECO domain name’s Eco Profile:

- affirm Your eligibility, or where a different person or entity is using the .ECO domain name, typically where the domain name owner is different from the website owner, the eligibility of the user, and
- take a pledge to show Your commitment to uphold the purpose and principles of .ECO: “I/we pledge to support positive change for the planet and to be honest when sharing information on environmental actions.”

This process must be completed for each domain You register, but You have the ability to link multiple .ECO domain names to a single Eco Profile.

In addition the Eco Profile also provides the opportunity for a .ECO Registrant (or user) to enter optional additional information about their environmental interests and activities. This additional

information will be displayed on the respective .ECO domain name’s Eco Profile within the Eco system. Corresponding Eco Profiles should be accessible via a link from all websites resolving from a .ECO domain name, and will also be accessible through the Eco system.

.ECO registrants (or users) of an activated .ECO domain name are required to:

- update or review their Eco Profiles at least annually, and show continued commitment and actions toward sustainability over time,
- display environmental community-related content on and use their .ECO domain names and Eco Profiles in a manner that supports environmental goals, values and interests, and
- provide content on and use their .ECO domain names and Eco Profiles in a manner that is accurate, non-deceptive, and reliable (such content and use must also encourage environmental awareness and action on sustainability).

In order to maintain the integrity of the Eco Profiles and Eco system the .ECO Registry may proactively verify any Eco Profiles of activated .ECO domain names for compliance with the .ECO eligibility and Eco Profile policies.

In the case of both Eco Profile Verification carried out by the Registry or third party complaints, the Registry may suspend (place on “server hold” status) .ECO domain names with Eco Profiles that have been provided curative guidance by the Registry and after at least 2 reminders retain deficiencies, such deficiencies being at the sole discretion of the Registry. In such cases the .ECO registrant will be notified accordingly by the Registry. In addition, the Registry reserves the right to immediately place on “server hold” status .ECO domain names with Eco Profiles that in its sole discretion risk causing confusion or detriment to the Registry, registrants, users or members of the public.

.ECO domain names that have been on “server hold” status for longer than 1 year from the date of registration or after activation due to Eco Profile policy sanctions or for other reasons may be subject to cancellation by the Registry without any refund. Registrants of such .ECO domain names will be given at least 30 and then 10 days’ notice by the Registry by email requesting them to activate the .ECO domain name and providing final curative guidance if the .ECO domain name is in “server hold” status because of Eco Profile policy sanctions before such cancellation takes effect.

Section .ECO.5. Sunrise

5.1 Eligibility rules

Only owners of a trademark registered with the trademark rights protection mechanism “**TMCH**” (Trademark Clearinghouse) established by ICANN are eligible to make a request during the Sunrise period.

As a TMCH trademark agent, Gandi can proceed with the registration of Your trademarks with TMCH (service reserved to Our Corporate customers, please contact Our [Corporate team](#)).

Eligibility conditions concerning the registration of a trademark with TMCH and the applicable rules are available at the following address: <http://www.trademark-clearinghouse.com/downloads>

Once Your trademark has been validated, TMCH generates one or several “labels” strictly identical to Your trademark.

Upon the submission of Your trademark with TMCH, You can

choose the Sunrise service, provided that Your trademark has been validated by TMCH. The Sunrise service includes:

- generating a “SMD” (Signed Mark Data) file that proves the validation of Your trademark and allows You to make a registration request during the Sunrise period for one or several domain names strictly identical to the “label(s)” generated, provided that You comply with the eligibility conditions and rules enacted by the Registry,
- sending notifications (NORNs) that inform You of the registration of a domain name identical to Your trademark by a third party during the Sunrise period.

During Your registration request on Our interface, You must upload Your “SMD” file for verification.

5.2 Allocation rules

Sunrise 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 Sunrise 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.

When a domain name is allocated to You in Sunrise period, the third parties that are the owners of an identical mark registered within TMCH are notified of Your registration.

5.3 Dispute resolution

Any dispute relative to the validation of Your trademark with TMCH must be submitted in accordance with the dispute resolution procedure established by TMCH:

<http://www.trademark-clearinghouse.com/dispute>

Any dispute arising from the allocation of a domain name during the Sunrise period must be submitted in accordance with the dispute resolution procedure established by the Registry that You agree fully abide by:

<https://home.eco/assets/policies/dispute-policies.pdf>

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, “SMD” file invalid or revoked ...) or if the domain name is not granted to You (domain name granted to an other person during an auction, if a third party has successfully challenged the domain name registration ...).

Section .ECO.6. General opening

6.1 "Trademark Claim Notice"

In accordance with ICANN rules, during 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.

6.2 “Early Access” period

During the first 7 days of the general opening, the Registry has an “Early Access” period during which the registration of domain names is subject to additional costs decreasing over time.

Only the registrations during the last 2 days of this period are available on Our interface by choosing “Landrush”. To register a domain name during the first 5 days of this period You have to contact Our customer service department.

It is specified that if You do not contact Our customer service department and pay the additional costs, the requests made in preregistration will be only be sent to the Registry after the “Early Access” period.

Section .ECO.7. Reserved names and premium domain names

Some words are reserved or prohibited, in particular:

- ICANN reserved names:
<http://www.icann.org/en/about/agreements/registries/eco> (specification 5. schedule of reserved names),
- Reserved Names Policy:
<https://home.eco/assets/policies/reserved-names-policy.pdf>
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

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 not be sent to the Registry.

Section .ECO.8. Registration term

The registration term is 1 year for requests made during the Sunrise and “Early Access” periods, 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 .ECO.9. Pricing

Our prices may be viewed at:

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

“Premium” domain names are subject to specific prices as indicated on Our interface during Your order.

Specific costs applicable to the “Early Access” period will be communicated by Our customer service department upon request.

Section .ECO.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 consent to the use, copying, distribution, publication in particular in the public [Whois](#) database, modification and other processing of Your personal data by the Registry and its designees and agents in a manner consistent with the [Registry Privacy Policy](#).

Section .ECO.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 .ECO 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>

The Registry has also established a dispute resolution procedure relative to eligibility conditions « CEDR » (Community Eligibility Dispute Resolution), that You agree fully abide by: <https://home.eco/assets/policies/eligibility-eco-profile-policies.pdf> (section : Community Eligibility Dispute Resolution (“CEDR”))

Section .ECO.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 .ECO.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 .ECO.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 .ECO.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 agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

You agree that if You use Your domain name to collect and maintain sensitive health and financial data You implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

You also agree to comply with applicable consumer protection laws and regulations when the term “eco” is used to describe environmental characteristics or to imply environmental benefit associated with a product and service.

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 and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating to Your domain name registration and its respective content in the Eco system and Eco Profile. 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 .ECO.16. Exclusion of liability and actions of the Registry

You acknowledge and agree that the Registry itself or through the Registry service provider reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on server hold, registry lock or similar status, that it deems necessary, in its discretion:

- 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 the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees,
- per the terms of the present agreement,
- as part of verification procedures, in particular that domain names will remain on server hold, registry lock or similar status until after the successful completion of the verification procedures,
- to correct mistakes made by the Registry, the Registry service provider or any Registrar in connection with a domain name registration.

You acknowledges that Registry and/or its service providers have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the launch of .ECO TLD and the dispute resolution procedures relating thereto, including, without limitation:

- the ability or inability of a registrant to obtain a domain name

- during these periods,
- the results of any dispute over the outcome of any dispute resolution proceeding.

Section .ECO.17. Reseller indemnification obligation

The Reseller commit itself to indemnify, defend and hold harmless Registry and its subcontractors, and the directors, officers, employees, representatives, agents and affiliates of each of them, against any claim, suit, action, or other proceeding brought against any such parties based on or arising from any claim or alleged claim: relating to any product or service of the Reseller, or relating to any agreement, including the Reseller's dispute policy, with any holder of a domain name or Registrar, or relating to the Reseller's domain name registration business, including, but not limited to, the Reseller's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service.

This indemnification obligation shall survive the termination of the Reseller agreement and the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

The indemnification obligation provides that: the Reseller will not enter into any settlement or compromise of any such indemnifiable claim without Registry's prior written consent, which consent shall not be unreasonably withheld, and the Reseller will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

- end of annex .ECO-