

ANNEX .FRL - SPECIAL CONDITIONS FOR THE .FRL TLD

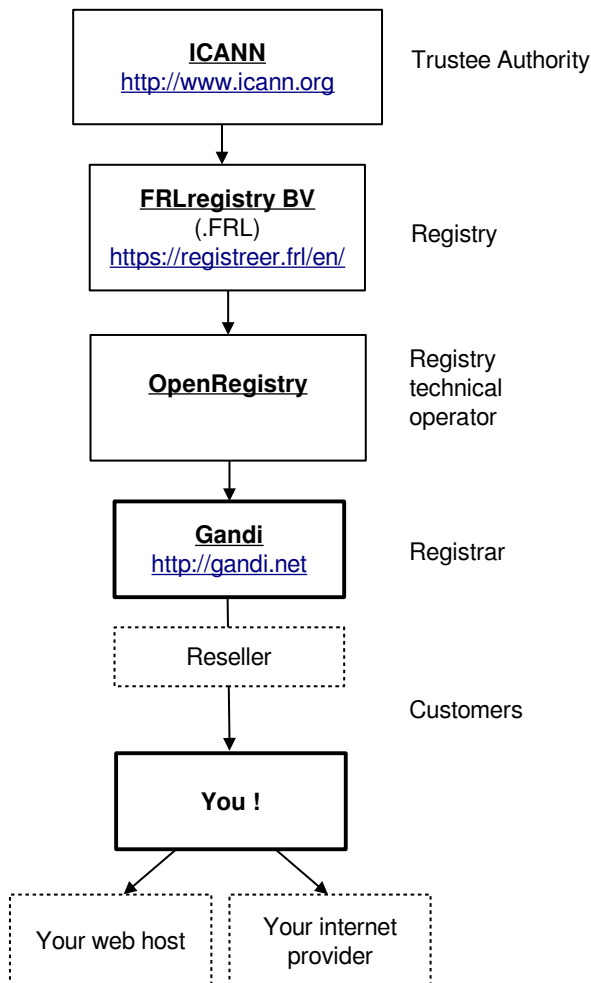
version 1.0 – December the 21st, 2015

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

.FRL is a generic Top-Level-Domain (gTLD) which aim is to promote the province of Fryslân and to cater Frysian people and expats. The following diagram presents the various parties involved for the .FRL TLD:



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

Section .FRL.2. Registration terms and conditions

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

- General Terms and Conditions : [http://nic.frl/friksbeheer/wp-](http://nic.frl/friksbeheer/wp-content/uploads/2015/10/puntFRLGeneralTermsandConditions.pdf)

[content/uploads/2015/10/puntFRLGeneralTermsandConditions.pdf](http://nic.frl/friksbeheer/wp-content/uploads/2015/10/puntFRLGeneralTermsandConditions.pdf)

- Acceptable Use Policy : <http://nic.frl/friksbeheer/wp-content/uploads/2015/10/puntFRLAnnex3Acceptableusepolicy.pdf>
- Whois and Data protection Policies <http://nic.frl/friksbeheer/wp-content/uploads/2015/10/puntFRLAnnex4WHOISandDataProtectionPolicy.pdf>
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

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

www.icann.org/en/about/agreements/registries/frl

Section .FRL.3. Launch rules

The .FRL domain name is available in General Availability.

Section .FRL.4. Special requirements

.FRL special requirements are available at:

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

.FRL domain names are open to anyone.

Section .FRL.5. "Trademark Claim Notice" period

In accordance with ICANN rules, during 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 .FRL.6. Reserved names and premium domain names

Some words are reserved or prohibited:

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

-(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.

Eligible institutions and bodies wishing to register .FRL domain names placed on the Reserved Names list or being delegated such domain name for their exclusive use, will be invited by the Registry to activate their Domain Names in accordance with the following procedure:

<http://nic.frl/friksbeheer/wp-content/uploads/2015/10/puntFRLAnnex5Reservednamesactivationprocedure.pdf>

1. The applicant will receive an individual token for application for the Reserved Name from the office, agency or officer designated by the Registry for the release of Reserved Names. For any queries, do not hesitate to contact the Registry (e-mail: info@nic.frl).

2. The applicant shall contact an accredited .FRL accredited Registrar and provide the appropriate token and a full set of contact data for the Applicant to be used in view of registering such domain name

3. The Accredited Registrar appointed by the applicant submits a request to release the reserved name to the Registry at reserved@nic.frl and shall provide the token to the latter

4. The Registry shall inform the respective office, agency or officer designated by the state government for the release of Reserved Names about the application requests referred to under 1.

5. Unless the request is denied by the state government within 14 days after the information is provided by the Registry, the Registry

shall coordinate the release of the Reserved Name to the applicant with the Registrar referred to under 2.

Section .FRL.7. Registration term

The registration term is 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 .FRL.8. Pricing

Our prices may be viewed at:

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

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

Section .FRL.9. 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 accept that the Registry can access Your personal contact information and display it in the public [Whois](#) database.

You acknowledge and accept that the Registry may make use of Your personal data, which use includes the processing, copying, publishing, modifying and making available through the Whois Service of any such data, and authorize its subcontractors and agents to do the same, in accordance and compliance with relevant applicable data protection and privacy legislation, all this for the sole purposes of allowing the Registrar to render the domain name registration service hereunder in accordance with ICANN policies.

Section .FRL.10. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .FRL 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 .FRL.11. 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 .FRL.12. 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 .FRL.13. 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 .FRL.14. 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:

- You must submit and keep available to the Registry accurate and up-to-date information as referred to in the TLD Policies
- You must update or correct any information held with the Registry during the registration term of a domain name registration, in particular, You must maintain throughout the registration term of a domain name registration a working e-mail address with the Registry and with the Registrar
- You must represent and warrant that the domain name applied for or the domain name registration made has been made and will continue to be in good faith, for a lawful purpose and that such domain name does not infringe the rights of any third party
- You shall participate in good faith in any proceedings described in the applicable TLD Policies, and more in particular the Launch Policies, commenced by or against You or third party who has

- submitted an application in the context of such Launch program
- You must not use the domain name for defamatory purposes, contrary to public order or morality or unlawful under 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. 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 .FRL.15. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry shall be entitled to reject a request for Domain Name Registration or suspend, revoke, or delete a domain name registration, at the discretion of the Registry:

- if and when the Registry does not hold complete and accurate information as described in the TLD Policies, or is not in compliance with any other provision of such TLD Policies; or
- to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the TLD
- in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry may hereafter retain or oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies, or decrees; or
- to avoid any liability on behalf of the Registry, including their respective affiliates, directors, officers, employees, subcontractors and/or agents; or
- following the outcome of a Sunrise Reconsideration Proceeding (as defined in the TLD Policies)

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

- end of annex .FRL -