

ANNEX .HEALTH - SPECIAL CONDITIONS FOR THE .HEALTH TLD

version 1.1 – May the 23th, 2021

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

.HEALTH is a generic Top-Level-Domain (gTLD) dedicated to health sector. The following diagram presents the various parties involved for the .HEALTH TLD:

- Trustee Authority
ICANN: <http://www.icann.org>
- Registry
DotHealth, LLC (.health): <https://get.health>
- 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 .HEALTH.2. Registration terms and conditions

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

- Launch Plan
<http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQMFCwMDAwMGpxRXlyVUFF>
- Registration Policies:
<https://get.health/registration-policies>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

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

Section .HEALTH.3. Special requirements

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

.HEALTH domain names are open to anyone.

Compliance With Applicable Laws

You must comply with all applicable laws at all times, including by ensuring that prospective customers located in a jurisdiction that prohibits the marketing or provision of a particular product or service to persons or entities located therein are not able to obtain such product or service from or through the Website (means any website associated to Your .HEALTH domain name).

In addition, with respect to any Website that facilitates the practice of medicine, the conduct or promotion of Health transactions, and/or any other regulated health care activity, all medical, pharmaceutical

and/or other health care providers or practitioners participating in such activities must be licensed and in good standing under and otherwise compliant with all applicable laws, including, without limitation, those of any jurisdiction where any patient or other user or consumer of such activities may be located.

Personal Health Information

Personal Health Information means any information, including genetic information, whether oral or recorded in any form or medium, that (i) is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse, (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and (iii) can be linked to or otherwise used to identify a specific individual.

In addition to all applicable laws relating to information that may fit within the definition of Personal Health Information set forth above, all Websites that Handle (means to collect, process, store, display, distribute, publish, transmit or disseminate) Personal Health Information must adhere to the following minimum standards:

- all such Personal Health Information must be encrypted while being Handled,
- all stored Personal Health Information must be backed up on a regular basis,
- access to all Personal Health Information must be limited to authorized personnel,
- personal Health Information may not be altered or tampered with,
- personal Health Information that is no longer needed must be disposed of permanently.

Communication Security

All Websites with active content (whether or not facilitating a commercial transaction) must employ either Secure Sockets Layer or Transport Layer Security technology. Websites that are limited to "under construction", "coming soon", or other static landing or "parked" pages are exempt from this requirement.

Transparency and Prohibited Practices.

One of Registry's primary goals in operating the TLD is to create a safe, informative, innovative, and credible online ecosystem for health and healthcare related information, products and services. In furtherance of that goal:

- The following must be published clearly and accurately on the Website in an area visible to all visitors: the owner of such Website and either an email address, telephone number or postal address for contacting the owner.
- No Website may display, distribute, publish, transmit, or disseminate any false or misleading information or otherwise misrepresent visitors thereof regarding any medical, pharmacy, or other health related licensure, certification or other credentials (governmental or otherwise).
- No Website may display, distribute, publish, transmit, or disseminate any health-related information that any beneficial owner or operator thereof knows or has reason to believe is false or misleading.
- If any Website displays paid advertisements or other paid content, such Website must clearly distinguish such paid advertising or content from editorial content.
- All Websites displaying, distributing, publishing, transmitting or

otherwise disseminating clinical data must cite the source and date thereof in a manner that affords the readers or other consumers of such information a reasonable opportunity to identify the same when reading or otherwise consuming such information.

- No Domain Name may be used (directly or indirectly) to promote, condone, facilitate or otherwise provide a medium for cyber-bullying, harassment, defamation, or any other similar activity designed to inflict harm of any kind.

Requirements Relating to Specific Healthcare Activity Types.

(a) **Dietary Supplements.** Subject to compliance with applicable laws and the other provisions of the Registry's registration policy, domain names may be used for the promotion, marketing, sale and/or other provision of dietary supplements, provided, however, that use of any domain name for the promotion, marketing, sale and/or other provision of any supplement or other product containing illegal pharmaceuticals, toxins, controlled substances, or other problematic ingredients as determined by the TLD Abuse Monitor (means a third party service provider retained by the Registry to monitor the TLD for violations of this and/or any other Registry Policy) in its reasonable discretion is strictly prohibited.

(b) **Miracle Cures and Misleading Claims.** The promotion, marketing, sale and/or other provision of any substance in a manner that, in the reasonable discretion of the TLD Abuse Monitor, is misleading or includes disease claims or unsubstantiated structure/function claims as defined by applicable law (ie. regulations promulgated by the United States Food and Drug Administration) is strictly prohibited.

(c) **Designer Drugs and Psychoactive Products.** No domain name may be used to promote, market, sell and/or otherwise provide any "designer" drug or other psychoactive product, including, without limitation, controlled substances under applicable law and products marketed or commonly used for the purpose of causing the user to experience a psychoactive effect, in all cases as determined by TLD Abuse Monitor in its reasonable discretion.

(d) **Telemedicine.** Subject to compliance with applicable laws and the other provisions of the Registry's registration policy, domain names may be used for the marketing, promotion, sale and/or other provision of telemedicine or telehealth services, provided that all persons providing such services on or through any Website are properly licensed in each jurisdiction from which they may provide such services and each jurisdiction in which any patient or other person using or receiving such services is located.

(e) **Online Pharmacies** (means a website through which a visitor may obtain any medication or that otherwise provides, sells or facilitates the provision, dispensing or sale of any medication (including by routing ordering information to another website). Such term does not include purely informational websites (even if operated by or on behalf of a pharmacy) that do not include an interactive feature designed to facilitate the provision, dispensing or sale of medication). No Domain Name may be used for an Online Pharmacy unless the applicable domain name holder obtains and maintains an Internet Pharmacy Certification from [LegitScript LLC](#), an Oregon limited liability company ("LegitScript") for such Online Pharmacy (each, a "Certified Online Pharmacy"). In addition to such certification, the following terms apply:

(i) **Licensure, Registration and Good Standing.** Domain names may be used for Certified Online Pharmacies only to the extent they are licensed, registered, and in good standing to operate a pharmacy, or otherwise engage in the practice of pharmacy, in all jurisdictions where such licensure, registration and good standing status is required by applicable law, including, without limitation, all jurisdictions from which any medication is distributed or dispensed and all jurisdictions to which any medication is offered to be delivered.

(ii) **Prescription Requirements.** Domain names may not be used to facilitate the distribution, dispensing, sale or other provision of medications for which a prescription issued based on a prior in-person examination is required by applicable law, or drugs that

have not been approved for medical use or sale to the general public pursuant to applicable law, including, without limitation, falsified medications and counterfeit drugs.

(iii) **Registrant Responsibility.** Each domain name holders is solely responsible for discovering, reviewing, understanding and complying with all applicable laws, including, without limitation, those relating to licensure, drug safety, and supply-chains. Some potentially relevant United States laws include the Federal Food, Drug, and Cosmetic Act and the Federal Controlled Substances Act.

Monitoring

By registering a domain name, each domain name holder authorizes Registry, the applicable Registrar and each TLD Abuse Monitor to monitor the registration and use of such domain name and any Website located thereon for compliance with the Registry's registration policy (and all other Registry's policies) and authorizes Registry and the applicable Registrar to disclose to each TLD Abuse Monitor all contact and other information provided by or on behalf of the domain name holder in connection with the registration of such domain name.

Section .HEALTH.4. Reserved names and premium domain names

Some words are reserved or prohibited, in particular:

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

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 .HEALTH.5. Registration term

The registration term is 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 .HEALTH.6. Pricing

Our prices may be viewed at:

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

"Premium" domain names are subject to specific prices as indicated on Our website during Your order or as will be communicated by Our customer service department upon request.

Section .HEALTH.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 .HEALTH.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 .HEALTH 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 .HEALTH.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 .HEALTH.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 .HEALTH.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 .HEALTH.12. Registrant representations and guarantees

You certify to Your best knowledge, information and belief under penalty of fraud that:

- The data provided in the domain name registration application is true, correct, current and complete and You will ensure that all such information is kept up to date.
- Neither the registration nor the use of the requested domain name interferes with or infringes upon the lawful rights of any person or entity.
- The domain name is not being registered for and will not be used for any purpose that is fraudulent, illegitimate or otherwise in conflict with any applicable law, including, without limitation for the submission of unsolicited bulk e-mail, phishing, pharming use of botnets or malware, infringement of the legitimate trademark

rights of others, or any other abusive practices.

- You have the full power and authority to enter into the present contract and You will be responsible for any errors, falsifications or omissions of information.

You expressly acknowledge 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 agree to comply with all applicable laws at all times, including, without limitation, laws relating 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.
- If You collect and maintain sensitive health and financial data You must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.
- Your registration request or Your domain name may be canceled if the Registry or the Registrar determines that You have provided information that is incorrect, false or inaccurate either in the initial registration process or in any subsequent communications or in the event You violates any of the terms of the present contract.
- To be bound by and comply with all Registry's policies, as the same may be modified, supplemented, amended, or replaced from time to time, and to subject themselves to any dispute resolution process for the resolution of disputes regarding registered domain names that may be adopted by the Registry, as the same may be modified, supplemented, amended, or replaced from time to time, including, but not limited to, any expedited processes for suspension of a domain name due to claims sought by intellectual property right holders.
- You consent to Registry's collection and use of Your personal data consistent with the Registry's Privacy Policy and other applicable terms.
- Your domain name may be suspended, terminated, canceled or transferred in the interest of safeguarding compliance with Registry's security or registration policies or as a result of a dispute resolution.
- All official contact, correspondence and/or other information sent from or on behalf of Registrar, Registry, ICANN, or any other relevant official will be transmitted to the owner and/or administrative contact information that appears in the Registry and/or Registrar database for the domain name and You are required to represent and warrant that the designated administrative contact is authorized to receive all such communication and information.
- You expressly authorize the Registrar and Registry to publish the following information in the WHOIS database and elsewhere: names, addresses, telephone numbers and email addresses of the owner, administrative, technical and billing contacts, and dates related to the creation, last update and expiration of the domain name.
- All disputes, claims and controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any domain name or otherwise relating to the .Health TLD between You and the Registry be governed exclusively by the laws of the State of Florida and, if applicable, the laws of the United States of America, and that any such disputes, claims or controversies will be brought and heard exclusively in the state or federal (if a basis for federal jurisdiction exists) courts located in Miami, Florida.
- The jurisdiction whose laws will govern all disputes, claims and controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .Health TLD between Applicant or Registrant on the one hand and Registrar and/or any Reseller on the other, which jurisdiction must be either the State of Florida, or the jurisdiction in which the principal office (or residence for individual holder) or place of organization/incorporation of either

Registrar or holder is located.

- You agree to assume all responsibility and liability arising out of any assignment by You, including, without limitation, with respect to any users, clients, customers, licensees or other persons who may be using any sub-domain of the domain name or any website associated with the domain name.
- You agree that neither Registrar's acceptance of the registration request nor the actual registration of any domain name will be deemed an indication that Registry, Registrar or ICANN has made any determination regarding the legality of the registration, the extent to which Your registration and exclusive right of use and enjoyment of the domain name may violate any applicable laws or infringe on the rights of any other person or entity, and that neither Registry, Registrar, nor ICANN will have any liability or responsibility arising therefrom.
- You and Your designated contacts (depending the modification/operation) will be the only persons authorized to transfer the registration for the domain name, update or change any information related to the registration, or request the permanent cancellation of the registration of the domain name.
- You represent and warrant that You have read, understand and agree to be bound by the following ICANN policies, as they may be modified, supplemented, amended, or replaced from time to time, all of which are hereby incorporated into and made an integral part of this contract:
 - The Uniform Domain Name Dispute Resolution Policy:
<https://www.icann.org/resources/pages/help/dndr/udrp-en>
 - The Uniform Rapid Suspension Procedure and Rules:
<https://www.icann.org/resources/pages/urs-2014-01-09-en>
- The Transfer Dispute Resolution Policy:
<https://www.icann.org/resources/pages/tdrp-2012-02-25-en>
- If You register any letter/letter two-character ASCII label domain name You agree to represent and warrant that You will take steps to ensure against misrepresenting or falsely implying that You or Your business is affiliated with any government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

You acknowledge and agree that domain names may not be used for the illicit promotion or sale of prescription drugs, controlled substances, tainted dietary supplements, ingredients for psychoactive highs and others which are/have been validated by regulatory authorities as safety concerns, or for abusive or malicious commercial practices targeted at consumers and/or children.

You commit Yourself to indemnify, defend and hold harmless the Registry, Registrar and their respective affiliates, successors and assigns, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers, and agents (and all of their successors and assigns) from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), whether known or unknown, fixed or contingent, arising out of or relating in any way to the Your domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter entering into any settlement or compromise of any such indemnifiable claim without the Registrar's prior written consent, which consent must 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 .HEALTH.13. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry reserves the right to deny, cancel, place on registry-lock or hold, transfer or take ownership of (temporarily or permanently) any domain name that it deems necessary, in its

discretion:

- to protect the security, integrity or stability of the .Health TLD, the Registry system, the Registry database, and/or the Internet,
- to comply with any applicable laws or any requirements and/or requests of law enforcement authorities, in compliance with any dispute resolution process or otherwise,
- to avoid, eliminate, mitigate or reduce any loss, damage, liability, or expense (civil or criminal), of Registry, its affiliates, and/or their respective owners, officers, directors, managers, employees, agents, contractors, service providers, suppliers and representatives,
- for violations of this contract,
- to protect the safety and security of any registrant or user,
- to correct mistakes made by the Registry, the Registrar, or any other registrar in connection with a domain name registration,
- to ensure compliance with ICANN Requirements and/or Registry policies.

Registry also reserves the right to lock or place on hold a domain name during resolution of a dispute between third parties, and take immediate action to remove orphan glue records (as defined at <http://www.icann.org/en/committees/security/sac048.pdf>) when provided with evidence in written form that such records are present in connection with malicious conduct.

Section .HEALTH.14. Mentions applicable to Resellers

All Reseller must expressly comply with all of the terms and conditions of this contract and Gandi's Reseller contract, and all of Registrar's covenants, obligations, representations and warranties.

All Reseller commit themselves to indemnify, defend and hold harmless Registry and its affiliates, successors and assigns, as well as their respective owners, directors, managers, officers, employees, representatives, agents, service providers and contractors (and all of their successors and assigns) from and against any and all claims, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses (including on appeal), arising out of or relating to:

- any claim or alleged claim relating to any of Reseller's product or service,
- any claim or alleged claim relating to any agreement with any person that registers a domain name through the Reseller,
- any claim or alleged claim relating to the Reseller's domain name registration business or other activities, including, but not limited to, the Reseller's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service, and/or
- any breach by the Reseller of any of the terms, conditions, covenants, obligations, agreements, representations or warranties set forth in this contract or the present contract and Gandi's Reseller contract.

Resellers may not enter into any settlement or compromise of any claim subject to indemnification as provided above without Registry's prior written consent, which consent will not be unreasonably withheld. This indemnification obligation will survive any termination or expiration of the present contract and/or Gandi's Reseller contract.

Registry reserves the right upon written notice to require Registrar to terminate any Reseller's right to provide Registrar services with respect to the .Health TLD if such Reseller fails to comply with the terms of this contract, and to take any measures the Registry deems necessary to prevent such Reseller from accessing the Registry system. Unless the nature of the Reseller breach is such that it is incapable of being cured or the same breach has been committed previously by the same Reseller, Registry's notice will provide a 10 calendar day cure period.

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