ANNEX .IN.NET - SPECIAL CONDITIONS FOR THE .IN.NET TLD

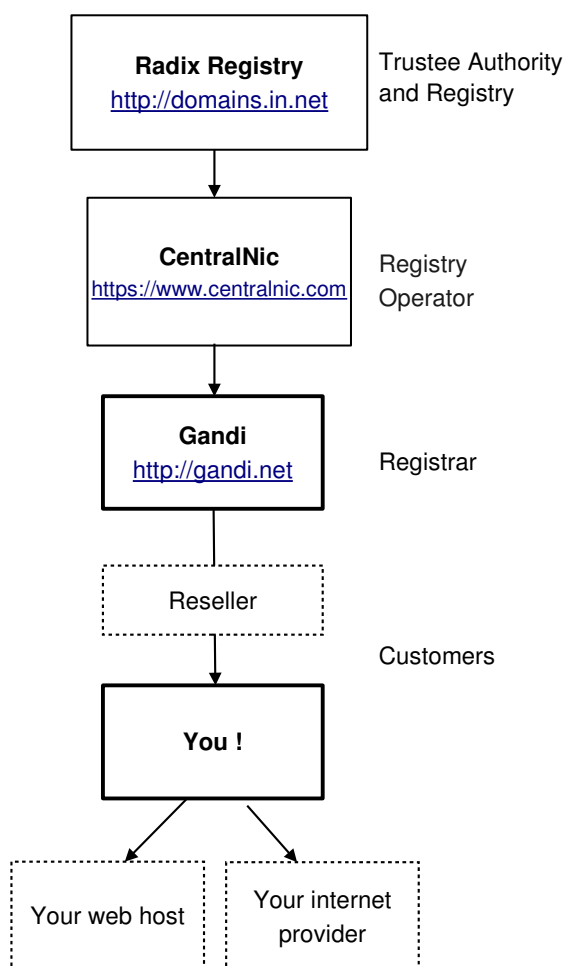*version 1.0 – August the 1st, 2013*

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .IN.NET 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 .IN.NET.1. Trustee authority and Registry

.IN.NET is a sub-extension of .NET for the India zone. The following diagram presents the various parties involved and the Trustee Authority for the .IN.NET TLD:

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

Section .IN.NET.2. Registration terms and conditions

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

Registry rules: http://domains.in.net/policies, in particular:
- .IN.NET Domain Anti-Abuse Policy:
  http://domains.in.net/anti-abuse-policy
- .IN.NET Whois Policy
  http://domains.in.net/whois-policy

CentralNic rules:
- Terms And Conditions:
  https://www.centralnic.com/support/terms/domains
- Privacy Policy:
  https://www.centralnic.com/pdfs/Privacy%20Policy%20v1.0.pdf

These contracts bind You to the .IN.NET 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 accepted these rules on Our website.

Section .IN.NET.3. Special requirements

.IN.NET special requirements are available at:
http://www.gandi.net/domain/in.net/info

.IN.NET domain names are open to anyone.

To register a .IN.NET domain name, You must agree to the following conditions:

- 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**,
- provide and maintain accurate, reliable and up-to-date personal contact information, failing this the .IN.NET Registry and CentralNic can delete Your domain name,
- some words are reserved or prohibited:
  http://domains.in.net/reserved-names-policy
- names containing two characters followed by two hyphens are not allowed.

Section .IN.NET.4. Pricing

Our prices can be viewed at:
https://www.gandi.net/domain/price/detail/in.net

Section .IN.NET.5. Storage of contact information

In application of Our accreditation agreement with the Registry and CentralNic, all personal and technical information associated with the registration of Your domain name, in addition to messages pertaining to each registration or modification including registration contracts, are recorded and made available to the Registry and CentralNic during the entire duration of the registration of the domain name, plus the three following years.

You accept that the .IN.NET Registry and CentralNic can access Your personal contact information and display it in the public Whois database. You also consent to the use, copying, storing, distribution, publication, modification and any other processing of Your personal data by the Registry and CentralNic in accordance with the rules enacted by these autorities.

However You can opt-out of disclosing some personal information from this public database.

Section .IN.NET.6. Dispute resolution policy

The .IN.NET Registry has adopted the ICANN Uniform Dispute Resolution Policy (UDRP) for .IN.NET domains, that You agree fully abide by:
• http://domains.in.net/dispute-resolution-policy

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

CentralNic (https://www.centralnic.com/support/abuse) and the .IN.NET Registry (http://domains.in.net/anti-abuse-policy) have also set up a specific abuse policy, on phishing and fraud.

Section .IN.NET.7. Transfer (change of Registrar)

The specific transfer rules can be viewed at:
http://domains.in.net/inter-registrar-transfer-policy

The process is started on Our Interface. Before requesting the transfer of the domain, please be sure that 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 and transferred at least 60 days prior to the request.

The transfer's completion requires Your confirmation (by e-mail).

The transfer of a .IN.NET domain name does not change the domain's Expiration date.

Section .IN.NET.8. Ownership change

The ownership change process is available on Our Interface, it requires the confirmation of the two parties by e-mail.

The owner change of a .IN.NET domain name does not change the domain's Expiration date.

Section .IN.NET.9. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 40 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then, the domain name is placed in Quarantine status and can be restored, in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department. The length of the Quarantine period is 30 calendar days.

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 under the "first-come first-served" basis.

Section .IN.NET.10. Actions and exclusion of liability of the Registry and CentralNic

You agree to be bound by the rules relative to the .IN.NET launch and allocation and You acknowledge that the Registry and CentralNic have no liability of any kind for any loss resulting from these rules, including, without limitation, Your ability or inability to obtain a domain name or the results of any dispute over a registration.

You expressly acknowledge and accept that the Registry and CentralNic shall be entitled (but not obliged) to reject Your registration request, or to delete, or transfer Your domain name to a third party:

• if Your registration request or the registration of Your domain name is not in compliance with .IN.NET rules,
• to protect the integrity and stability of the Registry system, and/or operations and/or management of .IN.NET domain names,
• in order to comply with the political constitution, applicable laws, regulations and resolutions of the United Kingdom, and/or any decision by a competent court or administrative authority or a dispute resolution service provider appointed by the Registry or CentralNic for the arbitration and mediation of disputes relative to .IN.NET, and/or any other appliacble laws, regulations, policies and decrees,
• to avoid any liability of the Registry and CentralNic, their affiliates, directors, employees, contracted parties,

subcontractors and/or agents,

- if the domain name is already registered or excluded from registration. The Registry may exclude domain names from registration as premium domain names in accordance with .IN.NET policies, the list of these domain names is confidential and may be modified at any time at the Registry's discretion.

You acknowledge and agree that the Registry and CentralNic reserve the right to deny, cancel, or transfer to a third party any domain name or transaction, or place any domain name on "Registry Lock" or similar status, that they deem necessary.

Section .IN.NET.11. Your guarantee obligation

In any case, You commit Yourself to indemnify, defend and hold harmless the Registry, CentralNic and their subcontractors, directors, officers, employees, representatives, agents, affiliates and stockholders, from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses, arising out of or related to the choice, registration or use of Your domain name, or the use of any other service provided by Your Registrar, the Registry or CentralNic. This guarantee will survive after the end of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement with the Registry and CentralNic.

-end of annex .IN.NET-