

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

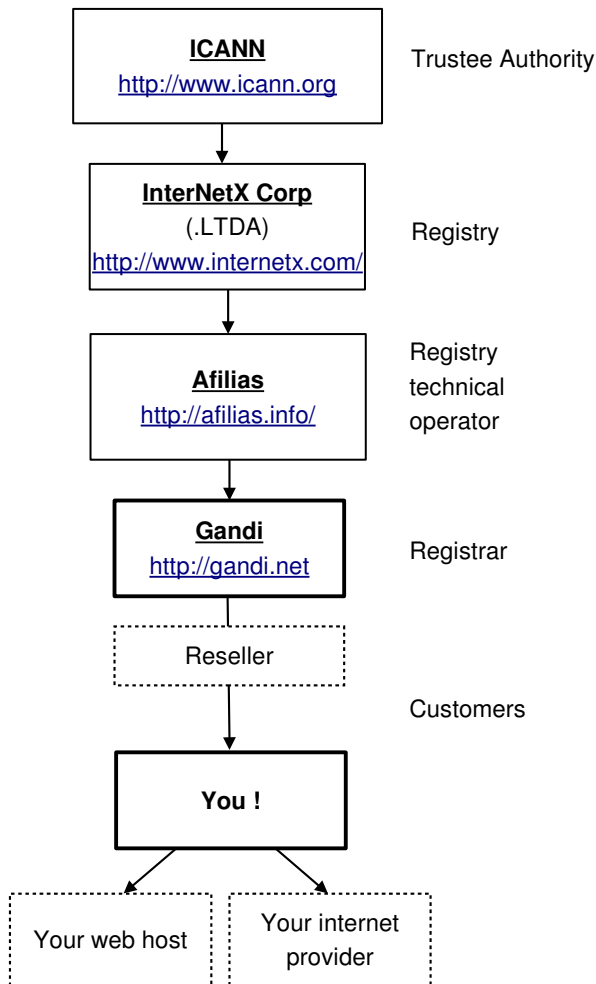
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In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .LTDA domain name implies the acceptance of and compliance to the present special conditions contained herein.

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 .LTDA.1. Trustee authority and Registry

.LTDA is a generic Top-Level-Domain (gTLD) which aims specifically at companies in Latin America (Brazil, Colombia, Chile, Ecuador) who have chosen the legal form of LTDA. The following diagram presents the various parties involved for the .LTDA TLD:



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

### Section .LTDA.2. Registration terms and conditions

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

- Eligibility and acceptable use policy : [https://www.nic.ltada/fileadmin/PDFs/dotLTDA\\_EligibilityPolicy.pdf](https://www.nic.ltada/fileadmin/PDFs/dotLTDA_EligibilityPolicy.pdf)
- Anti-abuse Policy : [https://www.nic.ltada/fileadmin/PDFs/dotLTDA\\_AntiAbusePolicy.pdf](https://www.nic.ltada/fileadmin/PDFs/dotLTDA_AntiAbusePolicy.pdf)
- Whois Policy : [https://www.nic.ltada/fileadmin/PDFs/dotLTDA\\_WhoisPolicy.pdf](https://www.nic.ltada/fileadmin/PDFs/dotLTDA_WhoisPolicy.pdf)
- Public Interest Commitments (as set forth in specification 11): [www.icann.org/en/about/agreements/registries/ltada](http://www.icann.org/en/about/agreements/registries/ltada)
- Community Registration Policies (as set forth in specification 12): [www.icann.org/en/about/agreements/registries/ltada](http://www.icann.org/en/about/agreements/registries/ltada)
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

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

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

### Section .LTDA.3. Special requirements

.LTDA special requirements are available at:

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

**.LTDA domain names are only available to companies which are recorded as *Sociedade Limitada*, *Sociedad de Responsabilidad Limitada* or *Compañía de Responsabilidad Limitada* at the responsible authorities.**

### Section .LTDA.4. "Trademark Claim Notice" period

In accordance with ICANN rules, 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.

#### **Section .LTDA.5. Reserved names and premium domain names**

Some words are reserved or prohibited:

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

#### **Section .LTDA.6. Registration term**

The registration term 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.**

#### **Section .LTDA.7. Pricing**

Our prices may be viewed at:

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

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

#### **Section .LTDA.8. 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.

Besides, You also give Your consent to the use, copying, distribution, publication, modification and other processing of Your

personal data by the Registry and its designees and agents.

#### **Section .LTDA.9. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy), PICDRP (Public Interest Commitment Dispute Resolution Procedure) and URS (Uniform Rapid Suspension System) for .LTDA 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 PICDRP rules are available at the following page:

<http://newgtlds.icann.org/en/program-status/pddrp>

#### **Section .LTDA.10. 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 .LTDA.11. 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 .LTDA.12. 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 .LTDA.13. 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 agree that You will immediately correct and update Your registration information for the registered domain name during the registration term for the registered name,
- You must provide administrative contact information which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in Your main place of business,
- You represent that You possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with this TLD,
- You acknowledge that You will report any material changes to the validity of Your authorizations, charters, licenses and/or related credentials for participation in the sector associated with the TLD to ensure that You continue to conform to the appropriate regulations and licensing requirements and generally conduct Your activities in the interests of the consumers You serve,
- 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.

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. In addition, You commit Yourself 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 also commit Yourself to comply with all applicable laws. Moreover, You acknowledge that if You collect and maintain sensitive health and financial data to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

You are responsible to ensure that Your registered domain names are at all times registered and used in compliance with all applicable national, federal, regional, state and local laws, ordinances and regulations, including, without limitation, applicable laws related to company, both online and otherwise, intellectual property, and consumer protection.

You commit Yourself to indemnify, defend 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 use and registration. 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 .LTDA.14. 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 InterNetX, as well as its affiliates, subsidiaries, officers, directors, and employees
- per the terms of the registration agreement and of the eligibility policy or the Acceptable Use Policy
- for the non-payment of fees by Registrar, including without limitation pursuant to the terms of any credit facility
- to correct mistakes made by InterNetX or any Registrar in connection with a domain name registration.

The Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute or following abusive uses.

You further acknowledge that InterNetX has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise period, limited registration period, Landrush period or other period associated with the initial launch of the .LTDA, including, without limitation:

- (a) Your ability or inability to obtain a registered name during these periods, and
- (b) the results of any dispute resolution process regarding a registration.

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