ANNEX .NAME - SPECIAL CONDITIONS FOR THE .NAME gTLD
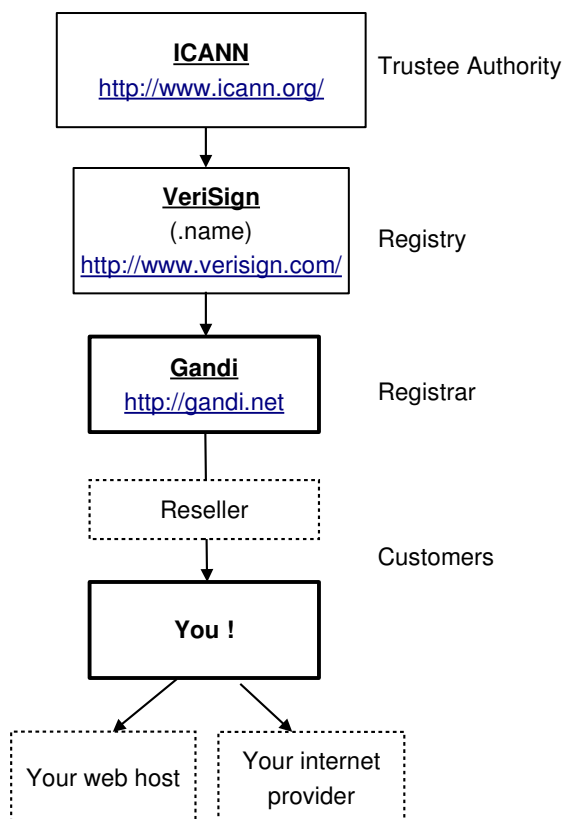
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In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .NAME domain name implies the acceptance of and compliance to the present special conditions contained herein.

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 .NAME.1. Trustee authority and Registry

.NAME is a gTLD for personal names. The following diagram presents the various parties involved and the Trustee Authority for the .NAME TLD:

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

Section .NAME.2. Registration terms and conditions

When You apply to register a .NAME 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 .NAME domain names, as defined by ICANN and VeriSign, and which may be viewed at the following page:

• Registry Agreement:
  http://www.icann.org/en/tlds/agreements/name/

These contracts bind You to ICANN and VeriSign. 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 .VeriSign.3. Special requirements

.NAME special requirements are available at:
http://www.gandi.net/domain/name/info

.NAME domain names are open to anyone, the domain name shall correspond to a person's name upon which You have rights.

The registration of a .NAME domain name also requires adherence to the following additional conditions set forth by ICANN, that You affirm to have read, understood, and agree to abide by:
https://www.icann.org/en/about/agreements/registries/name/appendix-11-01dec12-en.htm
In accordance with these conditions, You accept and affirm that You shall only register as a .NAME domain name the following names as described below. You agree to uphold and abide by these conditions for the entire length of Your domain name's validity:
• the domain name involves Your personal name (legal or known name) in .NAME (your_firstname.your_lastname.name or your_lastname.name), possibly including numbers at the beginning or end in order to differentiate Your name from similar domain names already registered, or
• the personal name of a fictional character if You have the trademark or service mark rights in that character's Personal Name.

We do not and shall not verify beforehand whether or not a .NAME domain name is used in accordance with the aforementioned restriction conditions. The fact that You may register Your domain name via Our service does not presuppose that You have abided by these conditions; Gandi cannot be held liable for any consequences thereof.

No alleged infringement of these restriction conditions shall be directly rectified either by Gandi or the Registry. Rather, they may be sanctioned through the "ERDRP" process, which is the special policy relative to this kind of disputes, such as described below in Section 6, that You agree to fully comply with.

To register for a .NAME domain name, You must adhere 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**;
- You must provide and maintain accurate, reliable, and up-to-date personal contact information;
- some words are reserved or prohibited: https://www.icann.org/en/about/agreements/registries/name/appendix-06-01dec12-en.htm;
- names containing two characters followed by two hyphens are not allowed.

Section .NAME.4. Pricing

Our prices can be viewed on:
https://www.gandi.net/domain/price/detail/name/

Section .NAME.5. 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.

Additionally, for .NAME domain names, You agree to the use, copying, distribution, publication, modification, and other processing of the personal data registered and associated with Your domain name, by the Registry or agents designated by the Registry, under the condition that Your right to access and modify this personal data is upheld, and that the Registry shall take all reasonable measures to protect this data from loss, incorrect use, unauthorized disclosure, modification, and/or deletion.

You accept that ICANN et VeriSign can access to Your personal data and display them in a public Whois database.

Section .ICANN.6. Dispute resolution policy

VeriSign has adopted the ICANN Uniform Dispute Resolution Policy (UDRP) for .NAME 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

In addition, ICANN has implemented additional special rules to resolving disputes pertaining to the infringement of .NAME special registration conditions, the "ERDRP" (Eligibility Requirements Dispute Resolution Policy). VeriSign has adopted these rules for .NAME domains, that You agree fully abide by:

- ERDRP: http://www.icann.org/udrp/erdrp-policy.html
- ERDRP Rules: http://www.icann.org/udrp/erdrp-rules.html
- Dispute Resolution Service Providers: http://www.icann.org/udrp/erdrp-providers.html

Section .NAME.7. Transfer (change of Registrar)

The specific transfer rules can be viewed at:
http://www.icann.org/en/transfers/policy-en.htm

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 to start the transfer request at least one month before Expiration);
- was created at least 60 days prior to the request, and/or transferred at least 60 days prior to the request.

The transfer's completion requires your confirmation by e-mail.

Upon successfully transferring a domain, the registration period is extended by one year.

Section .NAME.8. Ownership change

The process is started on Our Interface. The owner change's completion requires the confirmation of the two parties by e-mail.

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

Section .NAME.9. 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.

If the domain is neither renewed within this deadline, the Registry delete the domain name, which will become available for registration under the "first-come first-served" basis.

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