ANNEX .NGO - SPECIAL CONDITIONS FOR THE .NGO/.ONG TLD

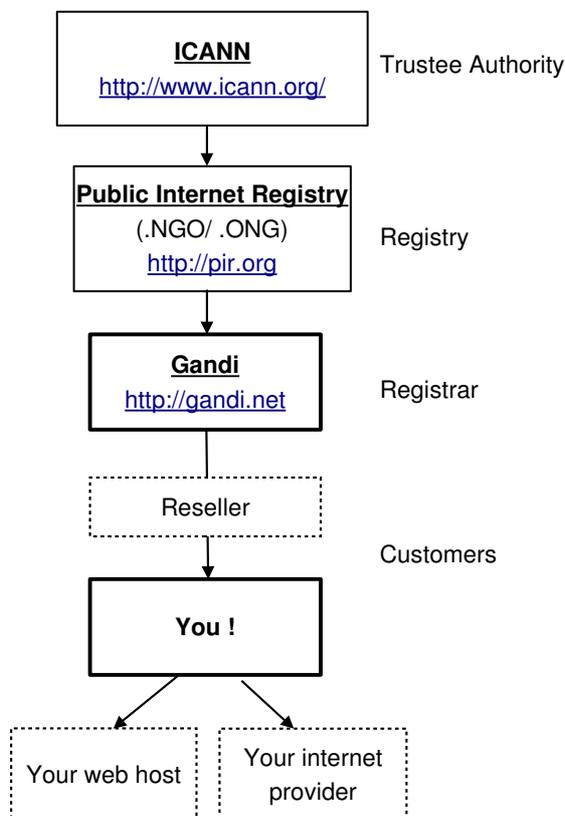*version 1.0 – the 5th of May, 2015*

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

.NGO/ .ONG is a generic Top-Level-Domain (gTLD) to support the large community of Non-Governmental Organisations around the world. The following diagram presents the various parties involved for the .NGO/.ONG TLDs:

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

Section .NGO / .ONG.2. Registration terms and conditions

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

- Anti-abuse policies : http://pir.org/policies/ngo-ong-policies/anti-abuse-policy-for-ngo-ong/
- Privacy Policies: http://pir.org/policies/ngo-ong-policies/privacy-policy-for-ngo-ong-tlds-and-ongood/
- Registration Policies : http://pir.org/policies/ngo-ong-policies/registration-policies-for-ngo-ong/
- Restrictions Dispute Resolution Policy: http://pir.org/policies/ngo-ong-policies/restrictions-dispute-resolution-policy/
- Take down Policy: http://pir.org/policies/ngo-ong-policies/takedown-policy-for-ngo-ong/
- ICANN consensus policies: http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .NGO/ .ONG 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 contracts between ICANN and the .NGO/ .ONG Registry is available at the following address:
www.icann.org/en/about/agreements/registries/ngo
www.icann.org/en/about/agreements/registries/ong

Section .NGO/ .ONG.3. Launch rules

The .NGO/ .ONG General Availability will be on the 7th of May, 2015.

Section .NGO/ .ONG.4. Special requirements

.NGO special requirements are available at:
http://www.gandi.net/domain/ngo/info
http://www.gandi.net/domain/ong/info

.NGO/ .ONG domain names are only available to genuine NGOs. The Registry has set-up 7 characteristics to qualify as an NGO:

- **Focused on acting in the public interest.** Whether in support of education or health, the environment or human rights, members of the NGO community work for the good of humankind

and/or the preservation of the planet and do not promote discrimination or bigotry.

- Non-profit focused entities. While many NGOs engage in commercial activities or generate revenue in support of their missions, members of the NGO community do not recognise profits or retain earnings.
- Limited government influence. Recognising that many NGOs have important interactions with government, not least for reasons of funding (which may include receipt of some government funding in support of their programs), members of the NGO community decide their own policies, direct their own activities and are independent of direct government or political control.
- Independent actors. Members of the NGO community should not be political parties nor should be a part of any government. Participation in the work of an NGO or ONG is voluntary.
- Active Organisations. Members of the NGO community are actively pursuing their missions on a regular basis.
- Structured. Members of the NGO community, whether large or small, operate in a structured manner (e.g., under bylaws, codes of conduct, organisational standards, or other governance structures.)
- Lawful. Members of the NGO community act with integrity within the bounds of law.
  NGOs participating as members in the OnGood community must certify that they adhere to the above Eligibility Requirements.

A validation process will be conducted by the Registry.

→ **Bundling:**

When registering a .NGO/ .ONG You acknowledge that :

Registration of domains in .NGO|.ONG are technically "bundled." This means that by registering and purchasing a domain in the .NGO TLD, for example, You are also registering and purchasing the corresponding name in the .ONG TLD (and vice-versa for registrations in .ONG). You cannot, for example, purchase "example.ngo" by itself; by purchasing the domain "example.ngo" You are also necessarily purchasing the domain "example.ong" due to the technical bundling of domains in .NGO|.ONG.

- a. If You take a particular action concerning the registration of a domain registered in .ngo (such as transferring or deleting the registration), the same action must also be taken for the corresponding .ong domain (and vice-versa)
- b. If, pursuant to this, or any of its other Policies (available here), Public Interest Registry (the "Registry" or "PIR") takes action concerning a domain registered in .NGO (including, but not limited to, denying, suspending, revoking, transferring or modifying the information or services provided in relation to any domain name), the Registry will necessarily take the same action against the corresponding domain registered in the .ONG TLD (and vice versa).

Section .NGO / .ONG.5. General Availability

5.2 Allocation rules

Limited Registration Applications follow this scheme:

During the registration process, You will be asked to verify and certify that You meet the eligibility requirements listed above. This will be accomplished via a two-step process.

→ **Step 1: Registration**

The first step requires that You make an application with Gandi and that You provide information about Yourself to the Registry thanks to the OnGood program (https://www.ongood.ngo/login), including the identity of the NGO or NGO association on whose behalf You are acting and the role that the representative of the registering entity fulfills within the NGO or NGO association. You will then certify (via click through box) that You have read, understand and have complied with these Registration Policies and that information provided by the entity is accurate and complete.

It is Your responsibility to determine whether the domain name bundle registration infringes or violates someone else's rights. It is also Your responsibility to determine whether the domain name bundle registration complies with these Registration Policies. Since .NGO and .ONG are validated TLDs, transparency in the registration process is essential. Accordingly, neither proxy registrations nor hidden WHOIS information are permitted for domains registered in .ngo|.ong.

PIR conducts random audits of .ngo|.ong domain bundle registrations and reserves the right to cancel, transfer or modify a domain name, in accordance with PIR's Registrations Dispute Resolution Policy ("RDRP"), Anti-Abuse Policy, Takedown Policy or other legal requirements.

Once the registration process is completed, the domain name bundle will be registered, but will not resolve until the validation process (below) is successfully completed.

→ **Step 2: Validation:**

You will be required to submit information and documentation to PIR establishing that You meet the eligibility requirements of an NGO. You will be asked to provide evidence of Your NGO status through a document upload function when You begin the validation process. Validation documentation may consist of one or more of the following: government lists, corporate documents (e.g., Articles of Incorporation), tax records or other documents evidencing the entity's charitable status and work in the community it serves. PIR may attempt to confirm that the documentation provided establishes Your NGO status. In the event that PIR requires additional information to confirm Your NGO status (which is determined in PIR's sole discretion), it will notify You that more information is needed to complete the validation process and You will need to provide such additional information or documentation to complete validation. Once validation is complete the domain name bundle will resolve.

If You do not successfully complete the validation process within three hundred sixty (360) days from the date You register the domain name bundle, the domain name bundle will be deleted

and released back into the pool of available domains and any fees paid in connection with the registration of the domain name bundle will be forfeit.

You will be required to certify that the information and documentation You submitted in the validation process remains true, complete and accurate at least once every two years after initial validation. The Registry will, from time to time, conduct random audits of registrants to ensure compliance with NGO eligibility requirements. You acknowledge and understand that, in the event You are selected for such an audit, You will promptly comply with any inquiries and requests from the Registry to provide additional evidence of Your NGO status. If, as a result of the audit process, the Registry determines (in its sole discretion) that You do meet the NGO eligibility requirements, Your domain name bundle will be deleted and released back into the pool of available domains and any fees paid in connection with Your domain name bundle will be forfeit.

→ **Name Selection Policy**

The .NGO|.ONG domain name bundle that You wish to register must fulfill certain name policy criteria. PIR permits .NGO|.ONG registrants to register the following types of domain name bundles:
- the name of (entire or portion of) the NGO, e.g. its "doing business as" name;
- an acronym representing the NGO;
- a name that recognizes or generally describes the NGO; or
- a name related to the mission or activities of the NGO.

5.3. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, …) or if the domain name is not granted to You (domain name granted to an other person, if a third party has successfully challenged the domain name registration …).

Section .NGO / .ONG.6. "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 .NGO / .NGO.7. Reserved names and premium domain names

Some words are reserved or prohibited:
-http://www.icann.org/en/about/agreements/registries/ngo
-http://www.icann.org/en/about/agreements/registries/ong
-(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 notify 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.

Section .NGO / .ONG.8. 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 .NGO / .ONG.9. Pricing

Our prices may be viewed at:
https://www.gandi.net/domain/price/detail/ngo
https://www.gandi.net/domain/price/detail/ong

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

request.

Section .NGO/ .ONG.10. 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 <u>Whois</u> database.

You consent to the use, copying, distribution, publication, modification and other processing of Your personal data py the Registry and its designees and agents.

Section .NGO/ .ONG.11. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .NGO/ .ONG 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

You also agree to submit to proceedings commenced under PIR's Restrictions Dispute Resolution Policy (RDRP) available at :
http://domain.adrforum.com/main.aspx?itemID=2246

Any dispute over the registration or use of Your domain name in violation of the .ONG/.NGO registration restrictions will be addressed by the National Arbitration Forum in compliance with the RDRP.

Section .NGO/ .ONG.12. 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 .NGO / .ONG.13. 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 .NGO / .ONG.14. 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 .NGO / .ONG.15. 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:

- (a) the statements that You made in Your Registration Agreement are complete and accurate;
- (b) to Your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party;
- (c) You are not registering the domain name for an unlawful purpose;
- (d) You will not knowingly use the domain name in violation of any applicable laws or regulations;
- (e) Your domain name registration does not and will not violate the terms and conditions of the .NGO|.ONG Registration

Restrictions. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights. It is also Your responsibility to determine whether your domain name registration violates the .NGO|.ONG Registration Restrictions.

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 (within 30 days of demand) 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 .NGO / .ONG.16. 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, request of law enforcement, or any dispute resolution process
- to avoid any liability, civil or criminal, on the part of PIR, as well as its affiliates, subsidiaries, officers, directors, and employees
- per the terms of the registration agreements
- as part of the validation procedures
- to correct mistakes made by the Registry or any Registrar in connection with a domain name registration

PIR also reserves the right to place upon Registry lock, hold, or similar status a domain name during a resolution of a dispute.

You acknowledge that since registration of domains in .NGO/.ONG are technically bundled, if the Registry take an action against domains registered in the .NGO TLD the same action(s) will necessary be taken against the corresponding domains registered in the .ONG tld (and vice-versa) even if the corresponding domain is not directly implicated in Court orders or law enforcement initiative.

You agree to be bound by the terms and conditions of the initial launch of the .NGO/ .ONG including without limitation the RDRP, the RMPs and the dispute resolution procedures relating thereto, and further to acknowledge that PIR has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the RDRP, the RPMs and the dispute resolution procedures relating thereto, including, without limitation :
(a) the ability or inability of a registrant to obtain a registered name during these periods
(b) the results of any dispute over the outcome of any dispute resolution proceeding

- end of annex .NGO-