

## ANNEX .NGO/.ONG - SPECIAL CONDITIONS FOR THE .NGO and .ONG TLDs

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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.

### Section .NGO/ .ONG.1. Trustee authority and Registry

.NGO/.ONG are generic Top-Level-Domains (gTLDs) dedicated to non-governmental organizations.

The parties involved:

- Trustee Authority:  
**ICANN:** <http://www.icann.org>
- Registry:  
**Public Internet Registry:** <https://thenew.org>
- Registry technical operator:  
**Afilias:** <https://afilias.info>
- Registrar:  
**Gandi:** <http://gandi.net>

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 You have full knowledge of, and 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:

- Registry policies :  
<https://thenew.org/org-people/about-pir/policies/ngo-ong-policies>
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

These policies 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 Registry for .NGO and .ONG TLDs are available at the following addresses:

.NGO : <http://www.icann.org/en/about/agreements/registries/ngo>  
.ONG : <http://www.icann.org/en/about/agreements/registries/ong>

### Section .NGO/.ONG.4. Special requirements

Our special requirements are available at:

.NGO: <http://www.gandi.net/domain/ngo/info>  
.ONG: <http://www.gandi.net/domain/ong/info>

#### Eligibility conditions

.NGO/.ONG domain names are reserved to non-governmental organizations.

A non-governmental organization must meet all the following criteria:

**1. Focused on acting in the public interest.** Whether in support of education or health, the environment or human rights, members of the .NGO/.ONG community work for the good of humankind and/or the preservation of the planet and do not promote discrimination

or bigotry.

**2. Non-profit focused entities.** While many NGOs engage in commercial activities or generate revenue in support of their missions, members of the .NGO/.ONG community do not recognize profits or retain earnings.

**3. Limited government influence.** Recognizing 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/.ONG community decide their own policies, direct their own activities and are independent of direct government or political control.

**4. Independent actors.** Members of the .NGO/.ONG community should not be political parties nor should be a part of any government. Participation in the work of a NGO is voluntary.

**5. Active Organizations.** Members of the .NGO/.ONG community are actively pursuing their missions on a regular basis.

**6. Structured.** Members of the .NGO/.ONG community, whether large or small, operate in a structured manner (e.g., under bylaws, codes of conduct, organizational standards, or other governance structures).

**7. Lawful.** Members of the .NGO/.ONG community act with integrity within the bounds of law.

The Registry has determined that organizations formed under the laws of China do not meet the criteria "Limited Government Influence" and "Independent Actors." Accordingly, Chinese organizations are not eligible to the registration of a .NGO/.ONG. In the event the Registry discovers a domain name is registered by an organization formed under the laws of China, the Registry will delete the registration, without any refund, for failing to meet eligibility requirements.

#### Name Selection Policy

The domain name must correspond to :

- the name of (entire or portion of) the NGO, 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.

#### Bundling offer

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

Registration of domain names in .NGO/.ONG are technically "bundled." This means that by registering a .NGO domain name, for example, You obtain the corresponding .ONG domain name (and vice-versa). For example, You cannot, only purchase "example.ngo", as by purchasing the domain name "example.ngo" You are automatically obtain the domain name "example.ong" due to the technical bundling of domain names in .NGO and .ONG.

If You take a particular action concerning the registration of a domain name registered in .NGO (such as transferring or deleting the registration), the same action is also be taken for the

corresponding .ONG domain name (and vice-versa).

If the Registry takes action, in accordance with the registration policies, concerning a domain name registered in .NGO (including, but not limited to, denying, suspending, revoking, transferring or modifying the information or services provided in relation to the domain name), the Registry will necessarily take the same action against the corresponding .ONG domain name (and vice versa).

#### **Verification process**

The Registry may proceed to eligibility verification randomly or upon complaint.

You will have to be able to provide the evidence of Your NGO status. Validation documentation may consist of one or more of the following: government lists, corporate documents (ie: Articles of Incorporation), tax records or other documents evidencing the entity's charitable status and work in the community it serves. The Registry may, in its sole discretion, require additional documents to validate Your eligibility.

Failing to provide required documents, or if the Registry determines, in its sole discretion, that You are not eligible, the Registry will delete Your domain names in .NGO and .ONG, without any refund.

#### **Section .NGO/.ONG.6. "Trademark Claim Notice" period**

In accordance with ICANN rules, during at least 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 .NGO/.ONG.7. Reserved names**

Some words are reserved or prohibited:

- Registry policies :  
<https://thenew.org/org-people/about-pir/policies/registration-policy-ngo-ong/> (Reserved Names Policy)
- ICANN reserved names:  
<http://www.icann.org/en/about/agreements/registries/ngo>  
<http://www.icann.org/en/about/agreements/registries/ong>  
(specification 5. schedule of reserved names)

#### **Section .NGO/.ONG.8. Registration term**

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**.

#### **Section .NGO / .ONG.9. Pricing**

Our prices may be viewed at:

.NGO: <https://www.gandi.net/domain/price/detail/ngo>  
.ONG: <https://www.gandi.net/domain/price/detail/ong>

"Premium" domain names are subject to specific prices as displayed on Our website during Your order.

#### **Section .NGO/.ONG.10. Personal data**

You consent to the 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 .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 domain names, 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 Registry has also established a dispute resolution procedure RDRP (Restriction Dispute Resolution Policy) relative to eligibility conditions, that You agree fully abide by:  
<https://thenew.org/org-people/about-pir/policies/policies-ngo-ong/restrictions-dispute-resolution-policy>

#### **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 name, please make sure You have the domain name'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 name, 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 name's expiration date.

#### **Section .NGO/.ONG.14. Deletion process**

**Upon the Expiration of the domain name**, 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 name 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 name is neither renewed nor restored within these deadlines, the Registry shall place the domain name 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:

- the statements that You made in Your Registration Agreement are complete and accurate;
- to Your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party;
- You are not registering the domain name for an unlawful purpose;
- You will not knowingly use the domain name in violation of any applicable laws or regulations;
- 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 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 domain names in .NGO/.ONG are technically bundled, if the Registry take an action against domain names registered in the .NGO TLD the same action(s) will necessary be taken against the corresponding domain names registered in the .ONG TLD (and vice-versa) even if the corresponding domain name 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 RMPs and the dispute resolution procedures relating thereto, including, without limitation:

- the ability or inability of a registrant to obtain a registered name during these periods,
- the results of any dispute over the outcome of any dispute resolution proceeding.

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