

ANNEX .NYC - SPECIAL CONDITIONS FOR THE .NYC TLD

version 1.1 – June the 23th, 2021

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .NYC 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 .NYC.1. Trustee authority and Registry

.NYC is a generic Top-Level-Domain (gTLD) which is aimed to New York City citizens and entities. Only individuals and entities having a substantive link and lawful connexion to the city are allowed to register a .NYC The following diagram presents the various parties involved for the .NYC TLD:

- Trustee Authority
ICANN: <http://www.icann.org>
- Registry
The City of New-York (.nyc): <http://nic.nyc>
- Registry technical operator
GoDaddy Registry: <https://registry.godaddy/>
- Registrar
Gandi: <http://gandi.net>

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

Section .NYC.2. Registration terms and conditions

When You apply to register a .NYC 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 .NYC domain names, as defined by ICANN and the City of New York and which may be viewed at the following pages:

- .NYC Startup Plan :
http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEFGcG9wRUF&mkt_tok=3RkMMJWWfF9wsRonvqnle%2B%2FhmjTEU5z16uUsW6Kyhp541EI3fuXBP2XqjvpVQctiPLvYDBceEJhgyQJxPr3BLNEN39F5RhfqDA%3D%3D
- .NYC Nexus Policy :
<http://www.nic.nyc/nexus-policy.html>
- .NYC Acceptable Use Policy :
<http://www.nic.nyc/acceptable-use-policy.html>
- .NYC Proxy Registration Policy
<http://www.nic.nyc/proxy-registration-policy.html>
- .NYC Website Privacy Policy :
<http://www.nic.nyc/nyc-web-site-privacy-policy.html>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

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

www.icann.org/en/about/agreements/registries/nyc

Section .NYC.3. Special requirements

3.1 Eligibility requirements

.NYC special requirements are available at:

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

.NYC domain names are restricted to the citizens and entities of New York City. Upon registration You must designate one of Your contacts (Owner, Admin or Tech) as the New York City contact which will be eligible to the criteria set by the Registry.

A registrant must be either :

- a natural person whose primary place of domicile is a valid physical address in the city of New York,
- an entity or organization that has a physical street address in the city of New York.

You must also agree that You are in compliance with all relevant Federal, New York State and New York City laws, including the tax requirements for conducting business via the Internet. You may find more information about compliance with the City tax laws at the City of New York Department of Finance's [website](#).

You must remain in compliance with the applicable Nexus Category for the entire period of Your domain name's registration.

You also certify that You satisfy the Nexus Policy of the .NYC Registry.

Neither P.O boxes nor trustees are accepted.

A verification process will be made by the .NYC Registry once the domain will be registered as well as post registration spot checks in order to assess the accurateness of the address provided. A third party complaint tool will be available on the main .nyc [website](#) to submit complaints for Whois inaccuracy.

3.2 Verification by the .NYC Registry:

The .NYC Registry will perform real time verification to ensure that the NYC contact address is a valid address in one of the five New York City boroughs.

In addition there will be additional post registration spot checks.

- a random post-registration check can be made or
- an investigation following a complaint received from a third party

In the event the .NYC Registry determines that You have not met the eligibility criteria, Your domain name will be locked. An e-mail will be sent to You requiring to submit evidences that You are in fact compliant with the eligibility criteria.

a) If the determination was made by the .NYC Registry as a result of a random spot check, You shall be provided thirty calendar days to submit evidence of compliance with the eligibility criteria. If within that 30-day period You are not able to demonstrate Your compliance, then the .NYC Registry shall make an initial determination that You are not in fact in compliance with the eligibility criteria and shall give You a period of thirty calendar days to cure the deficiency. Failure to remedy the deficiency within the cure period shall result in the immediate deletion of the domain name without refund.

b) If the determination was made by the .NYC Registry as a result of

a third party complaint, You shall be given 10 calendar days to provide evidence of compliance with the eligibility criteria. If within that 10-day period You are able to demonstrate Your compliance, the complaint shall be dismissed. If You are unable to demonstrate Your compliance, then the .NYC Registry shall make an initial determination that You are in fact not in compliance with the eligibility criteria and shall give you a period of 10 calendar days to cure the deficiency. Failure to remedy the deficiency result in the immediate deletion of the domain name without refund.

Section .NYC.4. Reserved names and premium domain names

Some words are reserved or prohibited:

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

(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 .NYC.5. 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 .NYC.6. Pricing

Our prices may be viewed at:

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

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

Section .NYC.7. Storage of contact information

You consent to the collect, 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.

The .NYC Registry may receive personal information about residents of the European Union and Switzerland in the course of providing .NYC Registry services. Its handling of such information complies with the U.S -EU Safe Harbor framework and the U.S-Swiss Safe Harbor framework as administered by the U.S Department of Commerce, and .NYC Registry have certified their adherence to the Safe Harbor principles of notice, choice, onward transfer, security, data integrity, access and enforcement. Additional information about the Safe Harbor programs is available at : <http://www.export.gov/safeharbor>

Section .NYC.8. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .NYC domains, that You

acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of these special conditions.

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>

A tool will be available on the Registry [website](#) to file a complaint against a .NYC domain name in order to challenge the compliance to eligibility criteria of the domain name. This mechanism is called Nexus Dispute Resolution Policy.

Section .NYC.9. 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.

You may not license, sub-delegate or otherwise transfer .NYC domain names to third parties that otherwise fail to meet the requirements of the Nexus Policy displayed above.

You acknowledge that the following policies will apply:

The Transfer Dispute Resolution Policy:

<http://www.icann.org/en/help/dndr/tdrp>

Section .NYC.10. 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 .NYC.11. 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 .NYC.12. Registrant representations and guarantees

By submitting a registration or modification request You acknowledge that:

- Your request must contain true, correct, up-to-date and information,
- You commit Yourself to have the authority to enter into the present agreement,
- You have to accept and abide by the rules and policies enacted by the Registry and the .NYC nexus policies.

In addition, by submitting a request during the Sunrise period, You acknowledge that the Registry and/or its agents are authorized to share information relating to Your request to TMCH, other Sunrise applicants, and/or any third party.

In any case, You acknowledge and agree that distributing malware, or engaging in malicious hacking, bot-netting, pharming, fast flux hosting, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, illegal sell or distribution of pharmaceuticals, promotion of spam, violation of privacy or publicity rights, 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 to indemnify to the maximum extent permitted by law, defend and hold harmless the Registry, its affiliates and service providers, and each of their respective directors, owners, officers, employees, contractors, and agents, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out or relating to Your use, operation, registration of any domain name in the .NYC. 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 .NYC.13. 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 enforce the rules and policies established by the Registry and ICANN each as amended from time to time,
- to protect the integrity and stability of the .NYC Registry, its operations and the .NYC TLD, the DNS or the global Internet, or any of its Registrar partners,
- that is not accompanied by complete, accurate, and up-to-date information, or where required information is not updated or corrected, as required by the rules and policies established by the Registry and ICANN,
- for violation of the present contract or the rules established by the Registry or ICANN,
- to protect the integrity and stability of the domain names system,
- to comply with applicable laws, regulations, holding, order, or decision issued by a Court, administrative authority, or dispute resolution service provider with jurisdiction over the .NYC or You,
- You agree to submit to proceedings commenced under the Uniform Dispute Resolution Policy (UDRP) and the Uniform Rapid Suspension Service (URS). You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and You hereby release the .NYC Registry its affiliates and service providers from any and all direct or indirect liability associated with such dispute resolution processes,
- to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the .NYC Registry or any Registrar in connection to the registration of a domain name,
- as otherwise provided in the terms and conditions and the contracts of the Registry.

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

In addition, in the context of registration during the Sunrise period, You expressly acknowledge and accept that the Registry shall be entitled, but not obligated, to reject Your request or to delete, suspend, or transfer to a third party Your domain name if the Registry receives notice that Your “SMD” file is under dispute.

- end of annex .NYC -