

ANNEX .ONL - SPECIAL CONDITIONS FOR THE .ONL TLD

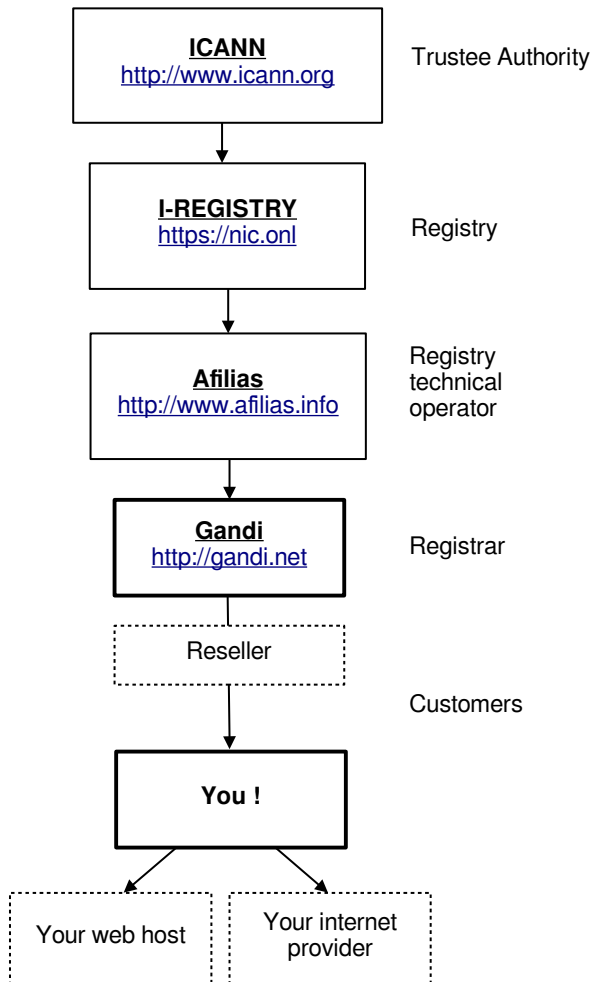
version 1.1 – November 20th, 2018

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

.ONL is a generic Top-Level-Domain (gTLD) which is the abbreviation for “online”. ONL is also the short term in Spanish for “non-profit organization”. The following diagram presents the various parties involved for the .ONL TLD:



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

Section .ONL.2. Registration terms and conditions

When You apply to register a .ONL 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 .ONL domain names, as defined by ICANN and I-REGISTRY and which may be viewed at the following pages:

- Registry policies : <https://nic.onl/policies.php>
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .ONL 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 Registry is a third party beneficiary of the present contract entitled to enforce its rights vested by the present contract. The third party beneficiary rights of the Registry shall survive any termination of the present contract.

The contract between ICANN and the .ONL Registry is available at the following address:

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

Section .ONL.3. Special requirements

.ONL special requirements are available at: <http://www.gandi.net/domain/onl/info>

.ONL domain names are open to anyone.

Section .ONL.4. “Trademark Claim Notice” period

In accordance with ICANN rules, during at least 90 days upon the 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, the third parties that are the owners of/who own an identical mark are notified of Your registration.

Section .ONL.5. Reserved names

Some words are reserved or prohibited, in particular:

- Registry policy: <https://nic.onl/policies.php> (Reserved Domain Name Policy)
- ICANN reserved names: <http://www.icann.org/en/about/agreements/registries/onl> (specification 5. schedule of reserved names)

Section .ONL.6. 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 .ONL.7. Pricing

Our prices can be viewed at: <http://www.gandi.net/domain/price/detail/onl>

“Premium” domain names are subject to specific prices as published on Our website during Your order.

Section .ONL.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 consent to the use, copying, distribution, publication, in particular in the Registry public [Whois](#) database (when applicable), modification and other processing of Your personal data by the Registry and its technical operator for the purposes of providing Registry services as defined in the Registry agreement with ICANN and in compliance with ICANN and Registry policies.

Section .ONL.9. Dispute resolution policy

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

In addition, the Registry of the .ONL has set up an Anti-Abuse Policy which is complementary to the UDRP and the URS and which is available here: <https://nic.onl/policies.php> (Anti-Abuse Policy)

Section .ONL.10. Transfer (change of Registrar)

The transfer-in 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 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 agree to abide by ICANN transfer dispute resolution policy: <http://www.icann.org/en/help/dndr/tdrp>

Section .ONL.11. Ownership change

The ownership change process is available on Our Interface, and it requires the confirmation of the two parties by e-mail.

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

Section .ONL.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 .ONL.13. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry can delete Your domain name. You must also comply with all applicable rules and laws including those that relates to privacy, data collection, consumer protection, import/export of services and disclosure of data.

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 acknowledge that if you are using a proxy, privacy, and/or third party service to register a domain name on Your behalf, the proxy, privacy, and/or third party service provider is deemed to be the Registrant and any actions and/or inactions that are in violation of any applicable policies, rules, procedures, terms, conditions, regulations and applicable laws are Your responsibility.

You commit Yourself to indemnify, to the maximum extent permitted by Law, defend and hold harmless the Registry, its service providers, shareholders, directors, officers and employees and agents from and against any and all claims, damages, liabilities, costs, and expenses, (including reasonable lawyer fees) arising out of or relating in any way to Your registration and/or use of Your 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 .ONL.14. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry, the service providers of the Registry shall be entitled, if they deem it necessary, in their sole and entire discretion, but not obligated to modify the status of a domain name which is the subject of a dispute, under a verification process or upon request of a competent authority (place in "lock" status or "hold" for instance), to reject, delete, suspend, modify or transfer to a third party Your domain name:

- to enforce the rules and policies established by the Registry and ICANN each as amended from time to time,
- in order to put an end or to prevent the 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, policies, government rules or requirements, request of law enforcement or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry and ICANN may retain to oversee the arbitration and mediation of disputes,
- in order to avoid any liability on the part of or damage to the Registry, its affiliates, subsidiaries, officers, directors, employees, contractors, and stockholders,
- to correct mistakes made by the Registry or the service providers

of the Registry or any Registrar in connection to the registration of | a domain name.

-end of annex .ONL-