

## ANNEX .ORGANIC - SPECIAL CONDITIONS FOR THE .ORGANIC TLD

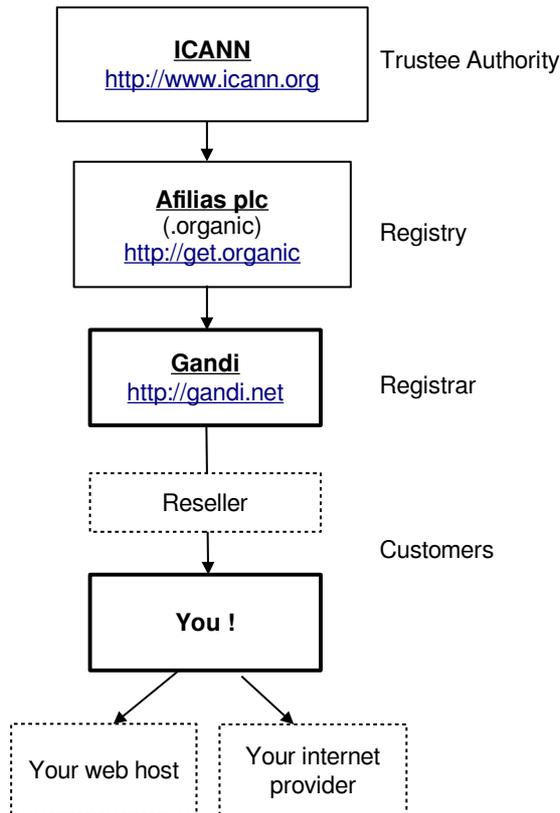
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In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .ORGANIC domain name implies the acceptance of and compliance to the present special conditions contained herein.

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 .ORGANIC.1. Trustee authority and Registry

.ORGANIC is a generic Top-Level-Domain (gTLD) dedicated to organic sector. The following diagram presents the various parties involved for the .ORGANIC TLD:



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

### Section .ORGANIC.2. Registration terms and conditions

When You apply to register a .ORGANIC 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 .ORGANIC domain names, as defined by ICANN and Aflias plc and which may be viewed at the following pages:

- Registration Policy :  
<http://get.organic/direct-download/12010>
- Acceptable Use Policy : :  
<http://get.organic/direct-download/12010d/2381>
- Anti-Abuse Policy  
<http://get.organic/about/aflias-anti-abuse-policy>
- Personal Data Protection Policy :

<http://get.organic/direct-download/1191>

- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

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

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

### Section .ORGANIC.3. Special requirements

.ORGANIC special requirements are available at:

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

.ORGANIC domain names are open to anyone.

Specific terms of use apply to registrants who are directly or indirectly producers, transformers and retailers, or otherwise involved in the field of agriculture, food, and farming when there is selling, exporting to, or trading agricultural or food product, where the word "bio" or "organic" may be used to refer to legally labeled and marketed organic, biological, ecological, biodynamic, or similarly named goods or intending to do so. They must commit to abiding by the Principles of Organic Agriculture ("POA") as formulated by the International Federation of Organic Agriculture Movements ("IFOAM") that is an official Partner of the .ORGANIC Registry:

<http://www.ifoam.org/en/organic-landmarks/principles-organic-agriculture>.

The implementation and ex-post control of the use of .ORGANIC domain names shall be supervised by the .ORGANIC Policy Advisory Committee (the "BIOPAC"), which is chaired by the "IFOAM".

### Section .ORGANIC.4. "Trademark Claim Notice" period

In accordance with ICANN rules, during 90 days, 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 .ORGANIC.5. Reserved names and premium domain names**

Some words are reserved or prohibited, in particular:

- agreement between ICANN and the Registry (specification 5. schedule of reserved names):  
<http://www.icann.org/en/about/agreements/registries/organic>
- domain names that are likely to deceive, disparage or cause a material detriment to the .ORGANIC community, its customers or Internet users are explicitly prohibited,
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen.

### **Section .ORGANIC.6. Registration term**

The registration term is 1 year. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

### **Section .ORGANIC.7. Pricing**

Our prices may be viewed at:

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

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

### **Section .ORGANIC.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 collection, use, copying, distribution, publication in particular in the [Whois](#) database, modification and other processing of Your personal information by the Registry, its designees and agents in accordance with the Registry policy:  
<http://get.organic/direct-download/1191>

You acknowledge and consent to the transfer of Your personal information to countries that do not have data protection standards which are the equivalent of those in the European Economic Area, including without limitation the United States of America.

You also accept the use Your data for statistical purposes, provided that Your data is made anonymous.

### **Section .ORGANIC.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 .ORGANIC 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 has submitted a « PICs » (Public Interest Commitments) for .ORGANIC extension. You agree to fully abide by any decision made as part of a PICDRP :

- PICs submitted by the Registry:  
<https://www.icann.org/sites/default/files/tlds/organic/organic-agmt-html-27mar14-en.htm> (specification 11 – Public Interest Commitments)
- Public Interest Commitment Dispute Resolution Procedure (PICDRP):  
<https://www.icann.org/resources/pages/picdrp-2014-01-09-en>

### **Section .ORGANIC.10. 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 .ORGANIC.11. 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 .ORGANIC.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 .ORGANIC.13. 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.

You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

If You use Your domain name to collect and maintain sensitive health and financial data, You have to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

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 to indemnify, defend and hold harmless the Registry and its subcontractors, and their directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to 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 .ORGANIC.14. 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 or the domain names system,
- to comply with applicable laws, regulations, policies, government rules or requirements, request of law enforcement agencies 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,
- to avoid any civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, officers, directors, employees,
- per the terms of the present contract,
- for the non-payment of fees to the Registry,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name.

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

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