

ANNEX .PARIS - SPECIAL CONDITIONS FOR THE .PARIS TLD

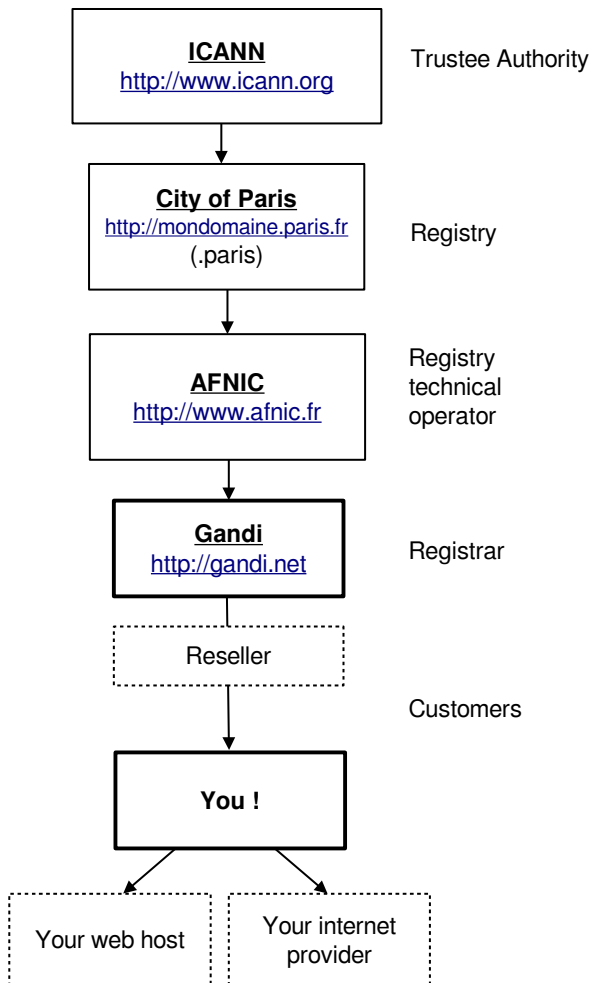
version 1.2 – March the 9th, 2016

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

.PARIS is a geographical extension to promote the city of Paris and the Île-de-France area. The following diagram presents the various parties involved for the .PARIS TLD:



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

Section .PARIS.2. Registration terms and conditions

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

- .PARIS registration policy attached

- ICANN consensus policies:

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

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

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

You acknowledge that 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.

Section .PARIS.3. Special requirements

.PARIS special requirements are available at:

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

.PARIS domain names are open to individuals and legal persons with bona fide presence in the Île-de-France area at the time of registration and thereafter.

You must be able to demonstrate that:

- You are a resident of the Île-de-France area, or
- You pursue professional, personal, commercial or cultural activities in the Île-de-France area, or
- You have any other direct or indirect nexus with the Île-de-France area.

If You do not meet the eligibility conditions of a .PARIS, the Registry may reject or cancel Your registration request, or delete Your domain name, without You being entitled to any reimbursement or compensation.

Section .PARIS.4. "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.

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 .PARIS.5. Reserved names and premium domain names

Some words are reserved or prohibited, in particular:

- in accordance with agreement between ICANN and the Registry (specification 5. schedule of reserved names): <http://www.icann.org/en/about/agreements/registries/paris>
- geographical names for any subdivision of the Île-de-France area, its monuments, symbols, local landmarks, or other locally-relevant and iconic names in the Île-de-France area, including the variations and abbreviations thereof, must not be registered without permission from the City of Paris,
- names of public authorities at any level, including any variations and abbreviations thereof, or other terms in common use to describe them, as well as names directly or indirectly related to a public service for which public authorities in the Île-de-France area have specific responsibilities (these include at least the following services: public order and public safety, public affairs and institutional relations, public health, taxation, economic development and promotion, transportation, urban planning and environmental protection, culture and education, citizen participation and tourism) are reserved to these public authorities,
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

The registration requests of a premium domain name have to be made via Our interface. However the registration of the domain name is not made automatically as the submission of the registration request of a premium domain name to AFNIC is manual. The requests are then reviewed by AFNIC in the order of submission under the “first come, first served” basis. You acknowledge and accept that Gandi can not be held liable if the domain name You have requested via Our interface is no longer available at the time of the submission of Your request manually by Gandi to AFNIC or if the domain name is not allocated to You in particular if an other request has been submitted to AFNIC before Your request.

Section .PARIS.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 .PARIS.7. Pricing

Our prices may be viewed at:
<https://www.gandi.net/domain/price/detail/paris>

“Premium” domain names are subject to specific prices as

indicated on Our interface during Your registration request.

Section .PARIS.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 accept that the Registry can access Your personal contact information and display it in the public [Whois](#) database.

Section .PARIS.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 .PARIS 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>

The Registry has also adopted the ERDRP procedure (Eligibility Restrictions Dispute Resolution Procedure) which sets out the terms and conditions in connection with any challenge to a decision made by the City of Paris concerning the eligibility to register .PARIS domain names.

The Registry has also established a CRDRP procedure (Compliance Reconsideration Dispute Resolution Procedure) in which You may challenge the Registry decision of any lack of compliance, either in relation to Registry registration policy or to data inaccuracy .

Section .PARIS.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 .PARIS.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 .PARIS.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 .PARIS.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 acknowledge that:

- You are fully responsible to the registration and use of Your domain name,
- You commit Yourself to indemnify and hold harmless, to the

extent permitted by law, the Registry, as well as its officers, directors, employees 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 in any way to the registration and/or the use of Your domain name.

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.

Section .PARIS.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 modify the status of a domain name during a dispute resolution procedure or a verification procedure, and to reject, modify, cancel or transfer to a third party a domain name:

- to protect the integrity and stability of Registry or the domain names system,
- to comply with all applicable laws and regulations, or in accordance with any dispute resolution procedure,
- to avoid any liability on the part of the Registry, its affiliates, members, subsidiaries, officers, directors, and employees,
- to stop or avoid any breach of the Registry rules or of the present contract,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- to enforce ICANN policies and/or Registry policies.

- end of annex .PARIS -

.paris Registration Policy



Contents

1. Acceptance of this Registration Policy
2. Registration of Your .paris domain name
 - 2.1 Eligibility conditions
 - 2.2 "First come, first served" rule
 - 2.3 Syntactic rules
 - 2.4 Reserved names
3. Use of Your .paris domain name
4. Registry's rights and compliance
5. Dispute resolution
6. Accuracy of Your contact information
7. Protection of Your personal data
8. Registrant liability
9. Policy modifications
10. Miscellaneous
11. Glossary

Introduction

This Registration Policy sets forth the terms and conditions which govern the registration of .paris domain names. In this Registration Policy:

- a. **"Registrant"**, **"You"** and **"Your"** refer to the individual or corporate entity which applies for or wishes to register a .paris domain name.
- b. **"Registry Operator"**, **"Registry"**, **"We"**, **"Us"** and **"Our"** refer to the City of Paris, as the body responsible for operating the .paris Top Level Domain.
- c. **"ICANN"** means the Internet Corporation for Assigned Names and Numbers.

1. Acceptance of this Registration Policy

- 1.1 By applying to register a .paris domain name, or by asking to renew Your domain name, You agree to be legally bound by:
 - a. This Registration Policy set forth by the City of Paris, regularly updated by the latter;
 - b. The Registration Agreement provided by the sponsoring Registrar through which You applied for a .paris domain name; and
 - c. Any other policies mandated by ICANN and regularly updated by the latter.
- 1.2 You shall be solely liable for compliance of the registration and use of Your .paris domain name in accordance with the documents mentioned above.
- 1.3 We cannot guarantee that You will obtain the domain name requested, even if an inquiry indicates that such domain name is available at the time of Your application.

2. Registration of Your .paris domain name

2.1 Eligibility conditions

2.1.1 Nexus with the .paris Community

To register and renew a .paris domain name, You must be an individual or legal entity with a bona fide presence in the Greater area of Paris at the time of

registration and thereafter.

In practice, You must be able to demonstrate either:

- a. That You are a resident in the Greater area of Paris, or
- b. That You pursue professional, personal, commercial or cultural activities in the Greater area of Paris, or
- c. That You have any other direct or indirect nexus with the Greater area of Paris.

2.1.2 Geographic Names

Without permission from the City of Paris, You must not register geographical names for any subdivision of the Greater area of Paris, its monuments, symbols, local landmarks, or other locally-relevant and iconic names in the Greater area of Paris, including the variations and abbreviations thereof.

2.1.3 Names of Public Authorities and Public Services.

You must not register:

- a. Names of Public Authorities at any level, including any variations and abbreviations thereof, or other terms in common use to describe them; or
- b. Names directly or indirectly related to a public service for which Public Authorities in the Greater area of Paris have specific responsibilities. These include at least the following services: public order and public safety, public affairs and institutional relations, public health, taxation, economic development and promotion, transportation, urban planning and environmental protection, culture and education, citizen participation and tourism.

The registration of these domain names is reserved for the aforementioned Public Authorities.

2.2 "First come, first served" rule

Unless otherwise provided for in certain registration phases, the registration of domain names under the .paris top-level domain is handled on a "First come, first served" basis, i.e. Registrar requests are processed in chronological order of receipt.

2.3 Syntactic rules

Your .paris domain name shall be in accordance with the syntactic standards established by ICANN and the City of Paris.

Your domain name should in particular contain 3 to 63 characters.

Numbers, letters, hyphens, and all of the characters used in the French language are accepted, with the exception of accented and special characters.

2.4 Reserved names

The Registry Operator can, and, under certain conditions, is required to exclude certain .paris domain names from registration.

2.4.1 Names reserved as required by ICANN

ICANN provides a list of reserved domain name categories that the Registry Operator must exclude from registration, except under certain conditions. These conditions are described in Specification 5 of the Registry Agreement.

2.4.2 Names reserved by the Registry Operator

We reserve, at Our sole discretion:

- a. the ability to make certain domain names unavailable for registration, or only allow them to be assigned under certain conditions.
- b. the right to determine the time and conditions under which said domain names may be registered and/or how they may be used.
- c. the right to publish or not to publish the list of reserved terms.

3. Use of Your .paris domain name

- a. You are solely liable for the use and operation of Your domain name.
- b. You will ensure that the use of Your .paris domain name:
 - i. is generally accepted as legitimate; and
 - ii. serves the interests of the Greater area of Paris; and
 - iii. is commensurated to the role and importance of the domain in question,
 - iv. is based on good faith at the time of registration and thereafter.

Names which do not meet these requirements include, among others, those whose use may:

- * mislead or deceive the public, for instance the geographical place to which the domain refers or the official nature of its origin.
- * profit from the reputation of a brand or from any other recognized right to the name in question or to a related name, by causing confusion in the public's mind.

c. Furthermore, You undertake not to:

- i. use Your .paris domain name in violation of any rights of third-parties, including intellectual property rights.
- ii. use Your .paris domain name to offer third level domain name registrations to third parties as a commercial Registry Operator type service.
- iii. use Your .paris domain name to send unsolicited commercial advertisements in contradiction with the applicable legislation.
- iv. distribute malware, abusively operate botnets, resort to phishing, piracy, violate intellectual property rights, use fraudulent or deceptive practices, counterfeit, or otherwise engage in any activity contrary to any applicable law.
- v. use your .paris domain name for the sole purpose of selling it, reselling it or transferring it in some manner to applicants. Furthermore, You will not enable, contribute or willingly aid any third party to do so.
- vi. use Your .paris domain name in a manner that may damage or bring into disrepute the name, image or reputation of the City of Paris, its partners and/or the .paris Community.

4. Registry's rights and compliance

4.1 We reserve the right, at Our sole discretion, to:

- a. deny or cancel the registration of any .paris domain name in violation of the eligibility requirements set forth in article 2.1 above (i.e. lack of Community Nexus); and to
- b. suspend and/or cancel any .paris domain name registration whose Registrant no longer complies with the .paris eligibility

criteria as required in article 2.1.

Our decision to grant, deny and/or suspend the registration of Your .paris domain name under this article may be challenged through the .paris Eligibility Restrictions Dispute Resolution Procedure ("ERDRP").

- 4.2 We reserve the right, at Our sole discretion, to deny, suspend and/or cancel the registration of Your .paris domain name if:
- a. You fail to follow this Registration Policy, with particular respect to the provisions of article 3;
 - b. You provide inaccurate Contact Information, or fail to update it;

If We determine any lack of compliance, either in relation to this Registration Policy or to data accuracy, You will be contacted to clarify/correct the situation. If said lack of compliance is not solved within thirty (30) days, Your domain name will be suspended for at least thirty (30) days, in which You may challenge Our decision of lack of compliance of your domain name pursuant the Compliance Reconsideration Dispute Resolution Procedure ("**CRDRP**").

Unless the lack of compliance is corrected by this deadline, Your .paris domain name may continue to be suspended and/or may be cancelled. In case of suspension and/or cancellation of your .paris domain name under this article, You will not be reimbursed any registry fees.

4.3 We also reserve the right to deny, suspend, modify the status, cancel and/or transfer any registration that We deem necessary:

- i. to protect the integrity, security, and stability of the .paris registry;
- ii. to avoid any liability on the part of the City of Paris, its agents, officers, directors, representatives and employees;
- iii. to comply with all applicable laws and regulations, or with any dispute resolution process;
- iv. to comply with any order from a Court of competent jurisdiction.

5. Dispute resolution

You adhere and agree to comply with all ICANN and City of Paris policies and procedures for resolution of disputes concerning Your .paris domain name. You agree in particular to submit to the following Dispute Resolution Policies:

- a. The Uniform Domain Name Dispute Resolution Policy ("**UDRP**") adopted by ICANN, which can be found at <http://www.icann.org/en/help/dndr/udrp/policy> and is incorporated into this Registration Policy by reference. Any third-party challenge to Your .paris domain name registration following UDRP Proceedings will be conducted according to the Rules available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.
- b. The Uniform Rapid Suspension ("**URS**") Policy and URS Procedure adopted by ICANN, which can be found at <http://newgtlds.icann.org/en/applicants/urs>, as well as to any other dispute policies that may be mandated by ICANN; and
- c. The .paris Eligibility Restrictions Dispute Resolution Procedure ("**ERDRP**"), which sets out the terms and conditions in connection with any challenge to a decision made by the City of Paris concerning the eligibility to register .paris domain names.

6. Accuracy of Your contact information

- 6.1 You will provide all the required information to register the domain name, as well as complete and accurate contact details from individuals or corporate entities associated with the domain name records, as required by the registration process, including :
 - a. Your full name and/or the name of your organization, postal address, e-mail address, voice telephone number, and (where available) fax number;
 - b. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the registered name;
 - c. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the registered name; and

All of the data referred to in this Section 6.1 shall be referred to as "**Contact Information**". Providing Contact Information is mandatory in order to register a domain name.

- 6.2 You shall immediately correct and update the Contact Information during the term of the domain name registration.

7. Protection of Your personal data

- 7.1 The City of Paris will collect Your Contact Information from the sponsoring Registrars for the purposes of registering and maintaining Your .paris domain name.

You agree that Your Contact Information will be:

- a. Processed by the City of Paris to provide registry services, as required by ICANN;
 - b. Made publicly available through the Whois database service, via which the Contact Information can be consulted by anybody with access to the Internet;
 - c. Sent to a Data escrow provider, in compliance with the provisions of the Registry Agreement.
 - d. Additionally, Your Contact Information may be made available to ICANN for inspection.
- 7.2 The City of Paris will ensure the security and confidentiality of the Contact Information collected, and protect the latter from loss, misuse, unauthorized disclosure, alteration or destruction.
- 7.3 With respect to third-party individuals (such as administrative and technical contacts) whose Contact Information You may provide Us with (via Your Registrar), You warrant that You have informed them:
- a. of the intended uses and recipients of their Contact Information,
 - b. of the means allowing them to access and, if necessary, modify the Contact Information We hold about them via Your Registrar.

You also represent and guarantee that You have obtained from such third-party individuals the corresponding consent to process their personal data in accordance with this Registration Policy.

8. Registrant liability

You will hold the City of Paris harmless against any third-party claims, complaints, actions, and objections arising from or in connection with any .paris domain name rights, registrations, uses, or transfers of .paris domain names.

Consequently, You will be liable for the costs of any damages awarded against the City of Paris further to litigation, preliminary proceedings, or any other claims, including the costs incurred in defending its interests and counsel fees.

9. Policy modifications

We reserve the right to modify this Registration Policy at any time.

We will post any new versions of the Registration Policy on Our website, available at www.mondomaine.paris, at least thirty (30) calendar days before it becomes effective.

The new version will be immediately applicable to:

- i. every new domain name; or
- ii. to existing domain names as of their first renewal.

The enforceable version of the .paris Registration Policy is that available on Our website on the date of receipt by Our services of Your registration request.

10. Miscellaneous

10.1 Governing law and jurisdiction

This Registration Policy is governed by French law.

Any complaints that may arise from the interpretation or execution of this Policy shall be resolved by the competent authorities of the Courts of Paris.

10.2 Language

This Registration Policy was drafted in French and English.

In the event of any difficulty in interpreting the terms of this Policy, only the French version shall prevail between the parties.

11. Glossary

- ✓ **"Data escrow provider"**: refers to the data deposit agent that provides data escrow services described in Specification 5 of the Registry Agreement.
- ✓ **"Domain name"**: refers to a character string registered in the .paris top-level domain.
- ✓ **"RAA"**: refers to the 2013 Registrar Accreditation Agreement approved by the ICANN Board on 27 June 2013, which can be found at <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.pdf> or, if amended or superseded, the most current ICANN Registrar Accreditation Agreement.
- ✓ **"Registrar"**: refers to an organization accredited by ICANN and the Registry Operator to provide .paris domain name registration services.
- ✓ **"Registration Agreement"**: refers to the electronic or paper registration agreement that the Registrar must enter into with each Registrant, in compliance with Section 3.7.7 of the RAA.
- ✓ **"Registry Agreement"**: refers to the contract signed by the Registry and ICANN on 30 January 2014, and available at <http://www.icann.org/en/about/agreements/registries/paris>
- ✓ The **"Trademark Clearinghouse"** is a rights protection mechanism built by ICANN, consisting of a centralized database of verified trademarks, that is connected to each and every new gTLD that is launched and which provides the services described on <http://trademark-clearinghouse.com>.
- ✓ **"WHOIS" or "RDDS"** (Registration Data Directory Services): refers to all WHOIS services as defined in Specification 4 of the Registry Agreement.