

ANNEX .POKER - SPECIAL CONDITIONS FOR THE .POKER TLD

version 1.1 – October the 27th, 2020

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

All 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 .POKER.1. Naming organization

.POKER is a generic Top-Level-Domain (gTLD).

The entities involved in naming organization for .POKER are:

- Trustee Authority:
ICANN: <http://www.icann.org>
- Registry:
Afilias: <https://get.poker>
- Registrar:
Gandi: <http://gandi.net>

You can view the information and policies of each entity involved by clicking on the respective links.

Section .POKER.2. Registration policies

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

- Registry policies:
<https://get.poker/about/afilias-anti-abuse-policy>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .POKER Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

The contract between ICANN and the .POKER Registry is available at the following address:
<http://www.icann.org/en/about/agreements/registries/poker>

Section .POKER.3. Special requirements

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

.POKER domain names are open to anyone.

Some words are reserved or prohibited, in particular:
<http://www.icann.org/en/about/agreements/registries/poker> (specification 5. schedule of reserved names).

Section .POKER.4. 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 .POKER.5. Pricing

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

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

Section .POKER.6. 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, and its 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.

You acknowledge and consent that Your personal data may be stored in or transmitted to a country that does 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 that the Registry may use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual personal data.

Section .POKER.7. Dispute resolution policy

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

Section .POKER.8. 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.

Upon successfully transferring a domain name, the registration period is extended by one year.

Section .POKER.9. 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 .POKER.10. 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. 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 in "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 .POKER.11. Registrant obligations

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may suspend and/or 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 collect and maintain sensitive health and financial data You agree to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

You agree to provide contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in Your main place of business.

If You provide services related .POKER extension, You agree to

possess any necessary authorizations, charters, licenses and/or other related credentials and to report any material changes to their validity in order to ensure You continue to conform to appropriate regulations and licensing requirements and generally conduct Your activities in the interests of the consumers You serve. If the Registry receives a complaint expressing doubt with regard to the authenticity of licenses or credentials, the Registry will attempt to consult with relevant national supervisory authorities, or their equivalents regarding the authenticity.

You agree 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 the registration of Your domain name. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause.

Section .POKER.12. Exclusion of liability and right of the Registry

You acknowledge and agree that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry "lock", "hold" (suspension) or similar status, that it deems necessary, in its discretion:

- to protect the integrity and stability of the Registry or the domain names system,
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process,
- to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and 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 upon registry "lock", "hold" or similar status a domain name during resolution of a dispute.

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