ANNEX .QPON - SPECIAL CONDITIONS FOR THE .QPON TLD

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In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .QPON 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 .QPON.1. Naming organization

.QPON is a generic Top-Level-Domain (gTLD) for websites that offer or accept coupons.

The entities involved in naming organization for .QPON are:

- Trustee Authority:
  ICANN: http://www.icann.org
- Registry:
  dotCOOL, Inc.: http://www.dotqpon.com
- Registry technical operator:
  CentralNic: https://centralnicregistry.com
- Registrar:
  Gandi: http://gandi.net

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

Section .QPON.2. Registration policies

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

- Registry policies :
  https://nic.qpon/resources
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

You also agree to comply with the Registry Acceptable Use policies and Terms of Service, as they may be instituted or updated from time to time and published on the Registry website.

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .QPON 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 .QPON Registry is available at the following address:
www.icann.org/en/about/agreements/registries/qpon

Section .QPON.3. Special requirements

.QPON special requirements are available at:
http://www.gandi.net/domain/qpon/info

.QPON domain names are open to anyone.

Some words are reserved or prohibited, in particular:
- Registry Reserved Name Policy:
  https://nic.qpon/resources (RESERVED NAME POLICY)
- ICANN reserved names:
  http://www.icann.org/en/about/agreements/registries/qpon
  (specification 5. schedule of reserved names)

Section .QPON.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 .QPON.5. Pricing

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

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

Section .QPON.6. Personal data

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.

Section .QPON.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 .QPON 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 .QPON.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.

You acknowledge having read and understood and agree to be bound by the terms and conditions of the ICANN Transfer Dispute Resolution Policy, available at the following page:
http://www.icann.org/en/help/dndr/tdrp

Section .QPON.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 does not change the domain name's expiration date.

Section .QPON.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 .QPON.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 delete Your domain name.

By submitting a registration request You acknowledge having the authority to enter into the present contract.

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 commit Yourself to indemnify, defend and hold harmless the Registry and the technical operator of the Registry and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with Your domain name. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause.

Section .QPON.12. Rights 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 any domain name:

- to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (ie: RFCs),
- to enforce the rules and policies established by the Registry and ICANN each as amended from time to time,
- for violation of the present contract or the rules established by the Registry or ICANN,
- to protect the integrity and stability of the Registry or domain names system, or Internet,
- 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,
- to avoid any liability, civil or criminal, on the part of the Registry and the technical operator of the Registry, and their affiliates, subsidiaries, subcontractors, officers, directors, employees and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- for non-payment of fees to the Registry.

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

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