

ANNEX .REALESTATE - SPECIAL CONDITIONS FOR THE .REALESTATE TLD

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In addition to Gandi's [General Terms and Conditions](#) of domain name registration, the registration and use of a .REALESTATE 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 .REALESTATE.1. Naming organization

.REALESTATE is a generic Top-Level-Domain (gTLD) dedicated to real estate sector.

The entities involved in naming organization for .REALESTATE are:

- Trustee Authority:
ICANN: <http://www.icann.org>
- Registry:
dotRealEstate LLC: <https://home.realestate>
- Registry technical operator:
Nominet: <https://www.nominet.uk>
- Registrar:
Gandi: <http://gandi.net>

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

Section .REALESTATE.2. Registration policies

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

- Acceptable use policy:
<https://portal.icann.org/servlet/servlet.FileDownload?file=00P610000STJpOEAX>
- Privacy policy:
<https://home.realestate/privacy-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 .REALESTATE 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 .REALESTATE Registry is available at the following address:
<http://www.icann.org/en/about/agreements/registries/realestate>

Section .REALESTATE.3. Special requirements

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

.REALESTATE domain names are open to anyone.

Some words are reserved or prohibited, in particular:

- ICANN reserved names :
<http://www.icann.org/en/about/agreements/registries/realestate>
(specification 5. schedule of reserved names)

Section .REALESTATE.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 .REALESTATE.5. Pricing

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

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

You expressly acknowledge and agree that:

- domain names may be variably priced, for example, premium domain names may have a different pricing than standard domain names,
- domain names may further have a non-uniform renewal pricing such that the renewal fee for a domain name may differ from other domain names, and
- domain names may have higher renewal pricing than the renewal pricing set forth at the time of initial registration of such domain.

Section .REALESTATE.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 .REALESTATE.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 .REALESTATE 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>

Section .REALESTATE.8. 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.

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

Section .REALESTATE.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's expiration date.

Section .REALESTATE.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 .REALESTATE.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.

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 grant the Registry and its technical operator all necessary licenses and consents to permit the Registry, its technical operator or their agents: to perform, in the Registry and its

technical operator's unlimited and sole discretion, Malware Scans, to collect, store, and process data gathered as a result of such Malware Scans, to disclose the results of such Malware Scan to the Registry and ICANN, and to use the results of such Malware Scan in connection with protecting the integrity, security or stability of the Registry and domain name system, and providing reports and benchmarks based on aggregated data so long as the reports do not identify the extension concerned,

- You acknowledge that the results of any Malware Scan identifying malware or potential malware shall not be deemed to be confidential or proprietary information of the Registrar or the domain name holder,
- the Registry and its technical operator do not warranty or represent that such Malware Scan will detect any and all Malware or that the Registry and its technical operator are responsible for notifying the Registrar or the domain name holder of any malware or cleaning any malware from any systems or website,
- You agree to indemnify, defend and hold harmless the Registry and its technical operator from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, any Malware Scan, the failure to conduct a Malware Scan, the failure to detect or clean any malware, or the use of any data from Malware Scans, and not conclude any settlement or compromise of any such indemnifiable claim without the Registry and its technical operator prior written consent.

You commit Yourself to indemnify, defend and hold harmless the Registry, its technical operator and their subcontractors, shareholder, 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 survive the termination or expiration of the present contract.

Section .REALESTATE.12. Rights of the Registry

You acknowledge and accept that the Registry reserved the right, in its unlimited and sole discretion, to revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of a domain name holder, including placing the domain name on registry lock, hold or similar status, without any notice thereto:

- in the event of non-compliance by the domain name holder with any provision of the present contract or specifications adopted by any industry group generally recognized as authoritative with respect to the Internet,
- to correct mistakes made by the Registry, Registrar or any third party in connection to the registration of a domain name,
- for non-payment of any fees due to the Registry.

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