

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

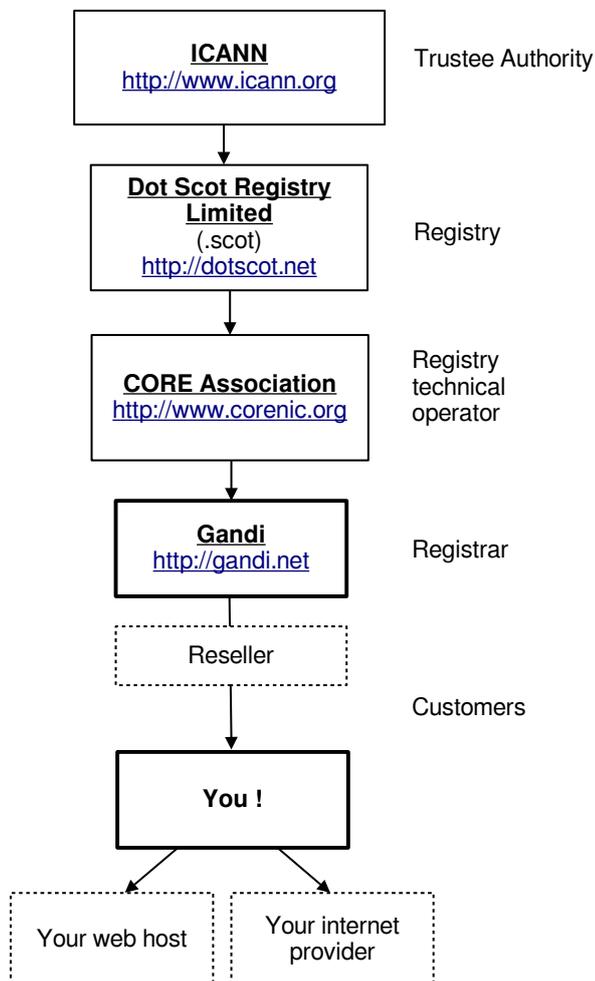
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In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .SCOT domain name implies the acceptance of and compliance to the present special conditions contained herein.

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 .SCOT.1. Trustee authority and Registry

.SCOT is a generic Top-Level-Domain (gTLD) to promote Scotland and the Scottish community. The following diagram presents the various parties involved for the .SCOT TLD:



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

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

When You apply to register a .SCOT 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 .SCOT domain names, as defined by ICANN, Dot Scot Registry Limited and CORE Association and which may be viewed at the following pages:

- Registry policies:  
<https://dot.scot/help>
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .SCOT 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 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.

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

### Section .SCOT.3. Special requirements

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

.SCOT domain names are open to anyone with a connection to the Scottish community. You must be able to reasonably demonstrate a link or an interest to the community at the time of registration of the domain name and throughout the duration of the registration. This link can be a linguistic, cultural, tourism, business basis or any other activity that is conducive to the welfare of the worldwide Scottish community.

In addition, Your actions in the Scottish linguistic and cultural community, as well as the use of Your domain name, must be:

- generally accepted as legitimate,
- beneficial to the cause and the values of the Scottish linguistic and cultural community,
- commensurate with the role and importance of the registered domain name,
- in good faith at the time of registration and thereafter.

During the registration of Your domain name, You have to indicate the reason of Your registration and the intended use of Your domain name. You can also explain Your connection with the Scottish community.

The Registry may request You, at any time, to state or reaffirm Your connection to the Scottish community and/or Your intended use of the domain name. A false statement can be a basis for the suspension or destruction of Your domain name.

### Section .SCOT.4. Reserved names 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/scot>
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

### Section .SCOT.5. 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 .SCOT.6. Pricing**

Our prices may be viewed at:

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

## **Section .SCOT.7. 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.

In application of Registry rules, Your personal data are also transmitted to an escrow agent, designated by the Registry, to be held in escrow with no use other than verification that the deposited data is complete, consistent and in proper format, until release to ICANN.

You expressly consent to the use, copying, distribution, publication in particular in the [Whois](#) database, modification and any other processing and transferring of Your personal data in accordance with the registration policy established by the Registry.

## **Section .SCOT.8. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) .SCOT 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 Policy) which sets out the terms and conditions in connection with any challenge to a decision made by the Registry concerning Your eligibility to register a .SCOT domain name, as available at the following page: [https://dot.scot/wp-content/uploads/2016/09/dotSCOT\\_ERDRP\\_Early\\_Draft.pdf](https://dot.scot/wp-content/uploads/2016/09/dotSCOT_ERDRP_Early_Draft.pdf)

## **Section .SCOT.9. 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 .SCOT.10. 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 .SCOT.11. 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 .SCOT.12. Registrant representations and guarantees**

You agree to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry can delete 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.

You commit Yourself, to the maximum extent permitted by law, to indemnify, defend and hold harmless the Registry, Registry service providers as well as the directors, officers, employees and agents of the Registry from and against any claim, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to the registration and/or the use of 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 .SCOT.13. Exclusion of liability and actions of the Registry**

You expressly acknowledge and accept that the Registry and the Registry service providers acting on behalf of the Registry reserve the right to change the status of a domain name during the resolution of a dispute or a compliance procedure (ie: put on "hold", "lock" or similar status), as well as to reject, delete, suspend, modify, transfer to a third party any domain name, that it deems necessary, in their sole and entire discretion, in order to:

- protect the integrity, security and stability of the domain names and Registry systems,
- comply with all applicable laws, government rules or requirements, request of law enforcement or any other relevant authority, or in compliance with any dispute resolution process,
- avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors and employees,
- stop or prevent any violations of and ensure compliance with ICANN and the Registry rules and/or the present contract,
- correct mistakes made by the Registry, the Registry service providers or any Registrar in relation to the registration of a domain name.

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