

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

version 1.1 – May the 21st, 2021

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

.SPA is a generic Top-Level-Domain (gTLD) mainly dedicated to wellness community.

The entities involved in naming organization for .SPA are:

- Trustee Authority:  
**ICANN:** <http://www.icann.org>
- Registry:  
**Asia Spa and Wellness Promotion Council Limited:**  
<http://www.nic.spa>
- Registry technical operator:  
**Afilias:** <https://afilias.info>
- Registrar:  
**Gandi:** <http://gandi.net>

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

### Section .SPA.2. Registration policies

When You apply to register a .SPA 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 .SPA domain names, as defined by ICANN and Asia Spa and Wellness Promotion Council Limited, and which may be viewed at the following pages:

- Registration policy:  
<http://nic.spa/doc/REGISTRATION%20POLICY.pdf>
- Sunrise policy:  
<http://nic.spa/doc/SUNRISE%20POLICY.pdf>
- Anti-abuse policy:  
<http://nic.spa/doc/ANTI%20ABUSE%20POLICY.pdf>
- Dispute policy:  
<http://nic.spa/doc/DISPUTE%20POLICY.pdf>
- Sunrise Dispute Resolution Policy:  
<http://nic.spa/doc/SUNRISE%20DISPUTE%20RESOLUTION%20POLICY.pdf>
- 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 .SPA 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 .SPA Registry is available at the following address:  
<http://www.icann.org/en/about/agreements/registries/spa>

### Section .SPA.3. Launch phases

The .SPA domain name launch occurs in several phases: Sunrise phase, Landrush and general opening.

The Sunrise phase ran from April 20<sup>th</sup> 2021 to May 20<sup>th</sup> 2021.

The Landrush phase runs from May 26<sup>th</sup> 2021 to October 1<sup>st</sup> 2021.

The date of the general opening, which will occur after October 1<sup>st</sup>, is not yet definitely fixed.

Pre-registrations for the general opening are still available at Gandi: domain names can be ordered at that time, but the registration requests will be sent to the Registry only at the beginning of the general opening.

These dates are not definitive and are subject to change by the Registry.

### Section .SPA.4. Special requirements

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

.SPA domain names are open to the sector of spa, beauty and wellness. Other sectors and entities with SPA term or abbreviation are also eligible (such as Town of Spa in Belgium, Italian "Società Per Azioni" (S.p.A.), French "Société Protectrice des Animaux" (SPA)).

The Registry may request, at any time after the registration, documents proving Your eligibility. If You are not able to provide the requested supporting documents within the given time period, Your domain name will be suspended and/or deleted by the Registry, without any refund.

Some words are reserved or prohibited, in particular:

- ICANN reserved names:  
<http://www.icann.org/en/about/agreements/registries/spa> (specification 5. schedule of reserved names)
- Registry reserved names policy:  
<http://www.nic.spa/doc/REGISTRATION%20POLICY.pdf> (3. Reserved Domain names)

### Section .SPA.5. Sunrise

#### 5.1 Eligibility rules

Only owners of a trademark registered with the trademark rights protection mechanism "TMCH" (Trademark Clearinghouse) established by ICANN are eligible to make a request during the Sunrise period.

As a TMCH trademark agent, Gandi can proceed with the registration of Your trademarks with TMCH (service reserved to Our Corporate customers, please contact Our [Corporate team](#)).

Eligibility conditions concerning the registration of a trademark with TMCH and the applicable rules are available at the following address: <http://www.trademark-clearinghouse.com/downloads>

Once Your trademark has been validated, TMCH generates one or several "labels" strictly identical to Your trademark.

Upon the submission of Your trademark with TMCH, You can choose the Sunrise service, provided that Your trademark has been validated by TMCH. The Sunrise service includes:

- generating a "SMD" (Signed Mark Data) file that proves the validation of Your trademark and allows You to make a registration request during the Sunrise period for one or several domain names strictly identical to the "label(s)" generated, provided that You comply with the eligibility conditions and rules enacted by the Registry,

- sending notifications (NORNs) that inform You of the registration of a domain name identical to Your trademark by a third party during the Sunrise period.

During Your registration request on Our interface, You must upload Your “SMD” file for verification. All holders of a “SMD” file are eligible regardless their activity sector.

## **5.2 Allocation rules**

Domain names are allocated under the “first-come first-served” basis.

When a domain name is allocated to You in Sunrise period, the third parties that are the owners of an identical mark registered within TMCH are notified of Your registration.

## **5.3 Dispute resolution**

Any dispute relative to the validation of Your trademark with TMCH must be submitted in accordance with the dispute resolution procedure established by TMCH:

<http://www.trademark-clearinghouse.com/dispute>

Any dispute arising from the allocation of a domain name during the Sunrise period must be submitted in accordance with the dispute resolution procedure established by the Registry that You agree fully abide by:

<http://nic.spa/doc/SUNRISE%20DISPUTE%20RESOLUTION%20POLICY.pdf>

## **5.4. Refund Conditions**

In any case, You will not be entitled to receive any refund if Your application is rejected (“SMD” file invalid or revoked ...) or if the domain name is not granted to You (if a third party has successfully challenged the domain name registration ...).

## **Section .SPA.6. Landrush**

The eligibility conditions specified in the “Section .SPA.4. Special requirements” apply to Landrush registrations.

Domain names are allocated under the “first come first served” basis.

## **Section .SPA.7. “Trademark Claim Notice” period**

In accordance with ICANN rules, during Landrush period and 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 .SPA.8. Registration term**

The registration term is 2 years during the Sunrise period, 1 year during the Landrush period and from 1 to 10 years during the general opening. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared before the Expiration date.

## **Section .SPA.9. Pricing**

Our prices may be viewed at:

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

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

For requests made in preregistration, if the domain name You have preregistered is a “premium” domain name that Gandi was not able to identify during Your order, Your request will be put in “error” and You will be notified by email. Then, You will be able to either pay the additional costs applicable to “premium” domain names in order to validate Your registration request or cancel Your request. It being specified that if You do not contact Our customer service department and do not pay the additional costs applicable to “premium” domain names, Your registration request will not be sent to the Registry.

## **Section .SPA.10. 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 .SPA.11. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .SPA 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 .SPA.12. 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'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 1 year.

You acknowledges having read and understood and agrees to be bound by the terms and conditions of the Transfer Dispute Resolution Policy, as may be amended from time to time and available at: <http://www.icann.org/en/help/dndr/tdrp>

### **Section .SPA.13. 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 Expiration date.

### **Section .SPA.14. 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 .SPA.15. 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 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 and defend the Registry and its directors, officers, employees, subsidiaries, contractors, subcontractors, attorneys, insurers and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of Registry operation of the registry system for .SPA extension, Registry provision of registration services or in connection with the registration of the domain name. This indemnification obligation shall survive the termination or expiration of the present contract, whatever may be the cause.

### **Section .SPA.16. Rights of the Registry**

You acknowledge and accept 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 as it deems necessary, in its unlimited and sole discretion:

- to comply with specifications adopted by the Registry to fulfil .SPA eligibility requirements,
- to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs),
- 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 similar status during resolution of a dispute.

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