ANNEX .SWISS - SPECIAL CONDITIONS FOR THE .SWISS TLD
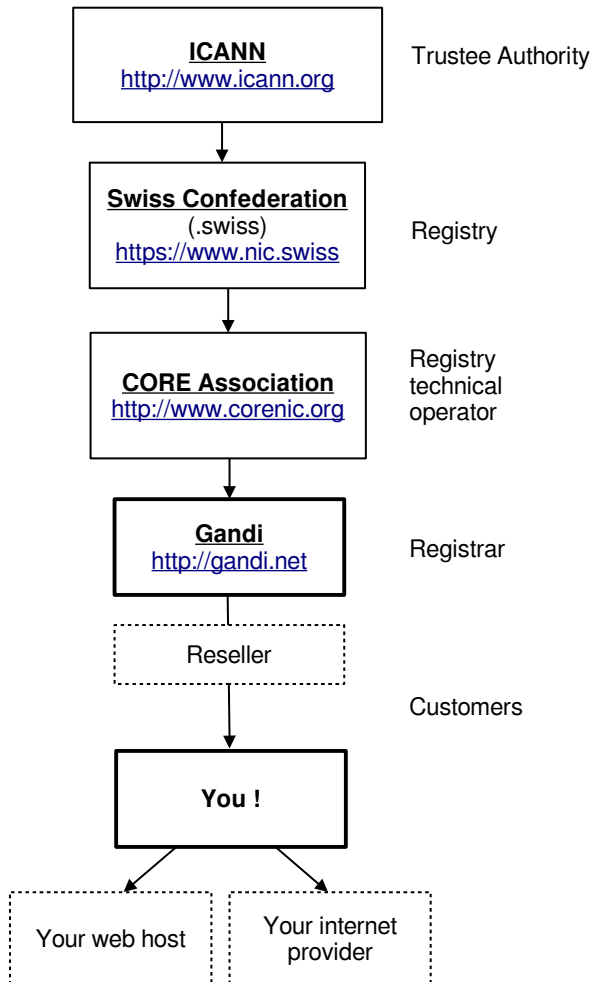
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In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .SWISS domain name implies the acceptance of and compliance to the present special conditions contained herein.

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 .SWISS.1. Trustee authority and Registry

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

ICANN http://www.icann.org	Trustee Authority
Swiss Confederation (.swiss) https://www.nic.swiss	Registry
CORE Association http://www.corenic.org	Registry technical operator
Gandi http://gandi.net	Registrar
Reseller	
	Customers
You !	
Your web host	Your internet provider

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

Section .SWISS.2. Registration terms and conditions

When You apply to register a .SWISS 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 .SWISS domain names, as defined by ICANN, Swiss Confederation and CORE Association and which may be viewed at the following pages:

- Policies:
  https://www.nic.swiss/nic/en/home/Hilfe/unterlagen.html
  (in particular ". swiss - Registration Policy")
- Registration for .SWISS must comply with the n°784.104.2

Ordinance of 5 November 2014 on Internet Domains (OID):
https://www.nic.swiss/nic/en/home/Hilfe/unterlagen.html
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .SWISS 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 .SWISS Registry is available at the following address:
http://www.icann.org/en/about/agreements/registries/swiss

Section .SWISS.3. Special requirements

.SWISS special requirements are available at:
http://www.gandi.net/domain/swiss/info

.SWISS domain names are open to legal entity with sufficient link to Switzerland at the time of the registration and during all the time of the registration.

3.1 General Eligibility Requirements

To register and renew a .SWISS domain name You must fulfill all the following requirements:

- You must be a legal entity with sufficient link to Switzerland. This occurs if You are:
- A public body or another public organization under Swiss public law,
- A legal entity registered in the Swiss Commercial Register having its seat in Switzerland and an effective site of administration in Switzerland, or
- An association or foundation not registered in the swiss commercial register having its seat and an effective site of administration in Switzerland.
- If the domain name is used to provide products or services or to advertise them, a seat and an effective place of administration are required.
- The domain name applied for must legitimately be considered as objectively linked to the applicant or the intended use of the domain name. This occurs in particular if the domain name satisfies one of the following conditions:
- it contains a name for which the applicant holds a trademark right,
- it refers to a name objectively linked to the state or its activities that is required by the respective public body or the public law organization concerned,
- it contains a geographical designation, or a clear variation or abbreviation of a name, to which the applicant has a legitimate right or interest, to which it has a legitimate right or interest in the public mind, or it is authorized to use by the public body or bodies or other organizations concerned,
- it reflects a name in which the applicant has a legitimate interest or which is associated with the applicant in the public mind, and
- The requested name is not a designation with a generic character, without prejudice to be eligible under the Registry's

naming mandate program as set forth in section 6 of the registration policy: https://www.nic.swiss/nic/en/home/Hilfe/unterlagen.html. In exceptional cases, the Registry may allocate domain names which do not meet the eligibility requirements set forth in this section when the interest of this allocation for the Swiss community so justifies.

During the registration of Your domain name on Our Interface, You have to :

• supply an "enterprise ID" information (IDE/UID/IDI) if you are a company,
• indicate the reason of Your registration and the intented use of Your domain name.

Domain application validation involves the validation of the registrant contact (if this has not already been done for another domain application) as well as a preliminary examination of whether the application complies with the eligibility rules. The Registry may ask the registrar, the reseller or registrant to correct or complete the data. The rejection or withdrawal of an application triggers a full refund of the application fee from Registry to Registrar. However, the Registry may deny a refund in case of abusive behavior.

3.2 Allocation process

Applications are assigned to a publication phase at the moment their validation is completed. A new publication phase starts on a Wednesday at 13:00 UTC every week, ending 20 calendar days later at 13:00 UTC on a Tuesday.

Once Your .SWISS domain name application is submitted, the Registry will examine it and it will publish it for 20 days. During this publication period other applicants may submit a registration application for this same domain name.

If there is more than one eligible application for the same name, the name will be allocated:

• To the applying public body or organization under public law if such organization is in contention against private applicants and if the applied for name is in itself in the public interest,
• To the one among the applying public bodies or organizations under public law which intends to use the domain in a way offering a clearly superior added value for the Swiss community compared to the other intended uses; if no project satisfies this requirement and if the public bodies or organizations under public law are unable to agree on a single or combined application, the Registry will abstain from allocating the domain name.
• Among private applicants:
- To the applicant which has a right to a trademark corresponding to the domain name concerned when it is in competition with applicants not benefiting from such a right.
- To the highest bidder in an auction when the applicants have competing rights to trademark corresponding to the domain name concerned, unless an auction appears inappropriate in view of all the circumstances or in view of the applicants involved; the proceeds of the auctions accrue to the federal coffers,
- If no applicant holds a trademark right:
  ➢ To the one who first submitted the registration request if all applicants are not-for-profit entities and effectively pursue such aims, or
  ➢ To the one among the applicants which intends to use the domain in a way offering a clearly superior added value for the Swiss community compared to the other intended uses; if no project satisfies this requirement and if the applicants are unable to agree on a single or combined application, the Registry submits the assignment to a drawing of lots or to an auction; the proceeds of the auctions accrue to the federal coffers.

If the domain name is a allocated to another person following the publication phase, You may be refund subject to full reimbursement by the Registry.

Section .SWISS.4. Reserved names

Some words are reserved or prohibited:
• Agreement between ICANN and the Registry (specification 5. schedule of reserved names) : http://www.icann.org/en/about/agreements/registries/swiss
• Domain names reserved by the Registry: https://www.nic.swiss/nic/en/home/Hilfe/unterlagen.html (Registration Policy - 4)
• Designations or categories of designations listed in the Section 3.3 of the registration policy are reserved for a certain kind of person: https://www.nic.swiss/nic/en/home/Hilfe/unterlagen.html
• Domain names which correspond to or which are connected with designations of a generic character with a particular interest for all or part of the Swiss community may only be allocated under a naming mandate as described in the Section 6 of the registration policy: https://www.nic.swiss/nic/en/home/Hilfe/unterlagen.html
Some domain names can be available for registration via Our interface but may be assigned in naming mandate by the Registry. In this case You will be contacted by the Registry. Naming mandates are subject to specific fees that Our customer service department can provide you with upon request.

Section .SWISS.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 .SWISS.6. Pricing

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

Section .SWISS.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 following year.

You expressly consent to the use, copying, distribution, publication in particular in the Whois database if applicable, modification and any other processing and transferring of Your personal data by the Registry, its technical provider and their agents and designees, for the purpose of providing registry services as define in the agreement between ICANN and the Registry and in accordance with applicable law.

With respect to third-party individuals (such as contacts associated to Your domain name) whose contact information You may provide Us with, You warrant that You have informed them:
- of the intended uses and recipients of their contact information,
- of the means allowing them to access and, if necessary, modify the contact information We hold about them.

You also represent and guarantee that You have obtained from such third-party individuals the corresponding consent to process their personal data in accordance with the registration policy.

Section .SWISS.8. Dispute resolution policy

General Revision Process

Allocations, rejections, revocations and blockings of domain names under the registration policy may be challenged through the general revision procedure set forth in Section 27.4 of the OID. Specifically, upon formal request of revision by the interested party, the OFCOM will take a formal decision (ruling), which can be further appealed before the Federal Administrative Court according to the Federal Act on Administrative Procedure (Administrative Procedure Act, APA, CC 172. 021; http://www.admin.ch/opc/en/classified-compilation/19680294/index.html).

You agree to adhere and agree to comply with the resolution of disputes concerning Your .SWISS domain name under this general revision process.

ICANN's Dispute Resolution Procedures

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) .SWISS 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 .SWISS.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 .SWISS.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 .SWISS.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 .SWISS.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, and the directors, officers, servants and agents of the Registry for any claim, damages, liability, costs and expenses arising out or in connection with the registration and/or use of Your domain name. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause.

You will ensure that at all times the use of Your .SWISS domain name serves the interests of the Swiss community, its image and its political, economic, legal or cultural interests in Switzerland and in the world.

Furthermore, You undertake in particular not to:
• use Your .SWISS domain name in violation of any rights of third-parties, including any intellectual property rights in the broadest possible sense,
• use Your .SWISS domain name to send unsolicited commercial advertisements in contradiction with the Swiss legislation or customary acceptable usage policies of the Internet,
• use Your .SWISS domain name for the sole purpose of selling it, reselling it or transferring it in some manner to third parties. Furthermore, You will not enable, contribute or willingly aid any third party to do so, and
• use Your .SWISS domain name in a manner that, in the Registry's opinion, may damage or bring into disrepute the name, image or reputation of Switzerland, the Swiss Confederation or other Swiss public bodies, the Swiss community in general or the concerned Swiss communities.

Section .SWISS.13. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that 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, block, modify, transfer to a third party any domain name, that it deems necessary, in its sole and entire discretion:
• in order to protect the integrity, security and stability of the domain names and Registry systems,
• comply with all laws and government rules or requirements, or any dispute resolution procedure,
• in order to avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors and employees,
• in order to stop or prevent any violation of the provisions and conditions of this contract and the Registry rules,
• in order to ensure compliance with ICANN and the Registry rules,
• in order to correct mistakes made by the Registry or any Registrar in relation to the registration of a domain name,
• when it appears that a generic designation allocated as a "regular" domain name should be assigned under a naming mandate; in which case the beneficiary of the naming mandate will pay the former holder compensation which includes all the costs of registration and management of the revoked domain name,
• when the domain name contains a geographical denomination, which is of particular interest,
• for all or part of the Swiss community and is required by a public body or another public law organization; in which case the former will pay the former holder compensation which includes all the costs of registration and management of the revoked domain name,
• when it seems appropriate, according to the Registry, to avoid any liability on the part of the Swiss Confederation, its agents, officers, directors, representatives and employees,
• when You are in a state of bankruptcy, liquidation or in administration proceedings.

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