

ANNEX .TIROL - SPECIAL CONDITIONS FOR THE .TIROL TLD

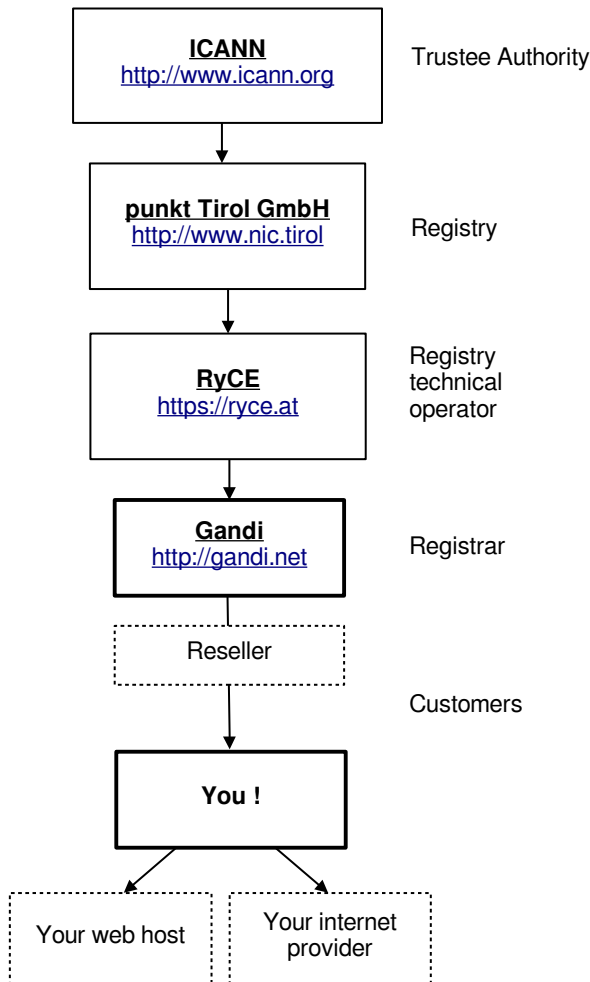
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In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .TIROL domain name implies the acceptance of and compliance to the present special conditions contained herein.

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 .TIROL.1. Trustee authority and Registry

.TIROL is a generic Top-Level-Domain (gTLD) for the region of Tyrol in Austria. The following diagram presents the various parties involved for the .TIROL TLD:



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

Section .TIROL.2. Registration terms and conditions

When You apply to register a .TIROL 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 .TIROL domain names, as defined by ICANN and punkt Tirol GmbH and which may be viewed at the following pages:

- Policies:
<http://www.nic.tirol/ueber-uns/policies>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .TIROL 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 contract between ICANN and the .TIROL Registry is available at the following address:

<http://www.icann.org/en/about/agreements/registries/tirol>

The Registry is a third party beneficiary of this agreement, solely in relation to Registry policies, compliance, validity, security, URS, UDRP or misuse and abuse cases. This right shall survive the termination or expiration of this agreement.

Section .TIROL.3. Special requirements

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

.TIROL domain names are open to any natural person, legal person, organization or association intending to show an economic, cultural, tourist, historical, social or other affinity with the region of Tyrol. .TIROL domain names must be used in connection with the above conditions, throughout the term of registration. You acknowledge that the Registry is entitled, without obligation, to verify the compliance with the eligibility conditions mentioned above.

Section .TIROL.4. “Trademark Claim Notice” period

In accordance with ICANN rules, during at least 90 days upon the 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, the third parties that are the owners of/who own an identical mark are notified of Your registration.

Section .TIROL.5. Reserved names

Some words are reserved or prohibited, in particular:

- Registry policy :
<http://www.nic.tirol/ueber-uns/policies> (5.)
- ICANN reserved names:
<http://www.icann.org/en/about/agreements/registries/tirol> (specification 5. schedule of reserved names)

Section .TIROL.6. 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 .TIROL.7. Pricing

Our prices can be viewed at:

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

“Premium” domain names are subject to specific prices as published on Our website during Your registration request.

Section .TIROL.8. 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.

You consent to the collection, use, copying, distribution, publication in particular in the public Registry [Whois](#) database if applicable, modification and other processing of Your personal data by the Registry, its technical operator and their designees and agents for the purpose of providing Registry services as defined in the contract between the Registry and ICANN and in accordance with applicable laws.

Section .TIROL.9. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy), ERDRP (Eligibility Requirements Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .TIROL 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 ERDRP rules are available at the following page: <http://www.nic.tirol/ueber-uns/policies> (ERDRP and ERDR Rules)

The URS rules are available at the following page: <http://newgtlds.icann.org/en/applicants/urs>

In addition, You agree to submit to proceedings commenced under other dispute policies as set forth by the Registry from time to time in the Registry rules, including but not limited to processes for suspension of a domain name by intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the Registry.

Section .TIROL.10. Transfer (change of Registrar)

The transfer-in process is started on Our Interface. Before requesting the transfer of the domain, please be sure that 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 .TIROL.11. Ownership change

The ownership change process is available on Our Interface, and it requires the confirmation of the two parties by e-mail.

The owner change of a domain name does not change the domain's expiration date.

Section .TIROL.12. 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 .TIROL.13. 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 indemnify, defend and hold harmless the Registry and its subcontractors, and their 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 Your domain name. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause.

Section .TIROL.14. Exclusion of liability and actions 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(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion:

- to protect the integrity and stability of the Registry and domain names system,
- to comply with applicable laws, government rules or requirements, request of law enforcement or any dispute resolution process,
- to comply with any applicable ICANN rules and policies, including without limitation, the agreement between ICANN and the Registry,
- to avoid any civil or criminal liability on the part of the Registry, its affiliates, subsidiaries, officers, directors and employees,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- per the terms of the present contract.

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

-end of annex .TIROL-