

ANNEX .WHOSWHO - SPECIAL CONDITIONS FOR THE .WHOSWHO TLD

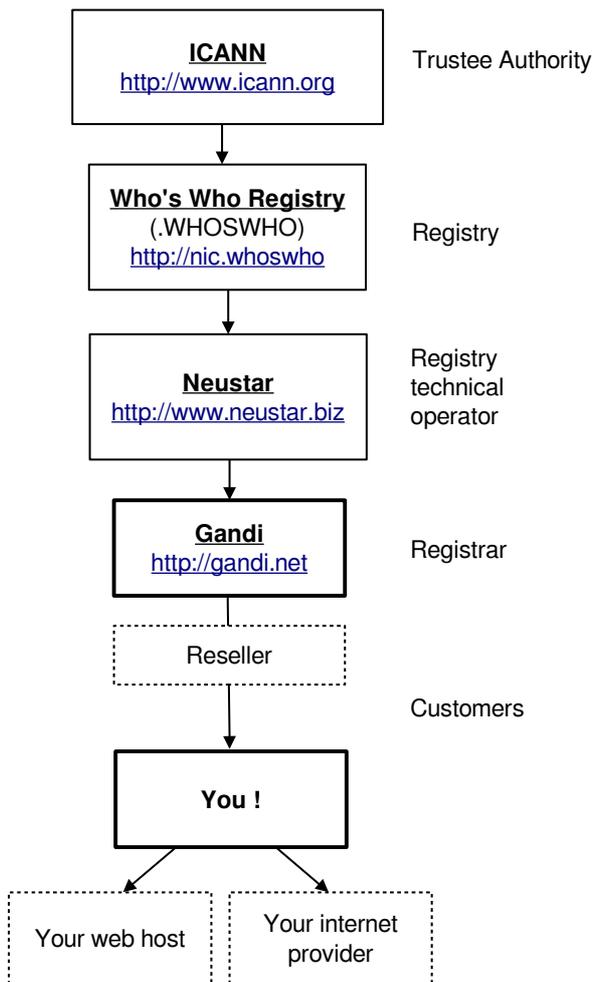
version 1.1 – March the 24th, 2017

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .WHOSWHO 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 .WHOSWHO.1. Trustee authority and Registry

.WHOSWHO is a generic Top-Level-Domain (gTLD) for self-branding. The following diagram presents the various parties involved for the .WHOSWHO TLD:



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

Section .WHOSWHO.2. Registration terms and conditions

When You apply to register a .WHOSWHO 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 .WHOSWHO domain names, as defined by ICANN and Who's Who Registry and which may be viewed at the following pages:

- Registry policies : <http://nic.whoswho/policies>

- ICANN consensus policies:

<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .WHOSWHO 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 .WHOSWHO Registry is available at the following address:

www.icann.org/en/about/agreements/registries/whoswho

Section .WHOSWHO.3. Special requirements

.WHOSWHO special requirements are available at:

<http://www.gandi.net/domain/whoswho/info>

.WHOSWHO domain names are open to anyone.

Section .WHOSWHO.4. Reserved names

Some words are reserved or prohibited, in particular: <http://www.icann.org/en/about/agreements/registries/whoswho> (specification 5. schedule of reserved names), and names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Section .WHOSWHO.5. Registration term

The registration term is 1 year for requests made during the Sunrise period, and from 1 to 10 years for requests made 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 .WHOSWHO.6. Pricing

Our prices may be viewed at:

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

“Premium” domain names are subject to specific prices as indicated on Our interface during Your order.

Section .WHOSWHO.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.

You accept that the Registry can access Your personal contact information and display it in the public [Whois](#) database.

You consent to the collection, use, processing, and disclosure, in

particular into the [Whois](#) database, of Your personal information by the Registry, in particular in the United States, in accordance with the .WHOSWHO Privacy Policy posted on the .WHOSWHO website at: <http://domains.whoswho/policies>.

Section .WHOSWHO.8. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .WHOSWHO 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 Transfer Dispute Resolution Policy (TDRP) is available at : <https://www.icann.org/resources/pages/registrars/transfers-en>

You agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and hereby release the .WHOSWHO Registry, its affiliates and service providers from any and all direct or indirect liability associated with such dispute resolution processes.

Section .WHOSWHO.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 .WHOSWHO.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 .WHOSWHO.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 .WHOSWHO.12. Registrant representations and guarantees

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.

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 and hold harmless the Registry, and its service providers, including the officers, directors, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including, reasonable legal fees and expenses, relating to or arising out of Your domain name registration. 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 .WHOSWHO.13. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status a domain name is being used in a manner that appears to:

- conflict with this agreement, and Registry and ICANN policies,
- threaten the stability, integrity or security of the .WHOSWHO TLD, the DNS or the global Internet, or any of its Registrar partners, and/or
- put the safety and security of any registrant or user at risk.

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