

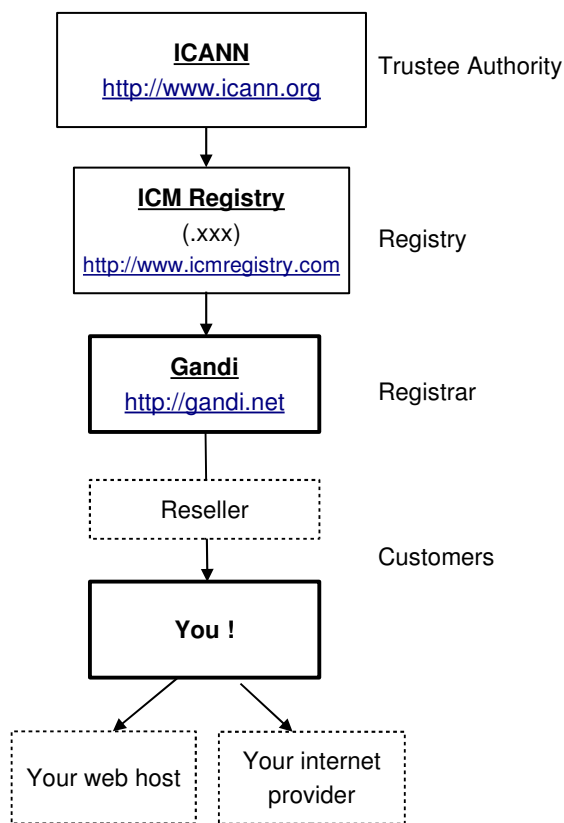
version 2.0 – November the 25th, 2011

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .XXX domain name implies your 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. Your current contracts are freely available for viewing when You log into Your account at: <http://www.gandi.net/admin/contracts/>.

Section .XXX.1. Trustee authority and Registry

.XXX is a gTLD dedicated to community members of the adult entertainment industry ("the sponsored community"). The following diagram presents the various parties involved and the Trustee Authority for the .XXX TLD:



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

Section .XXX.2. Registration terms and conditions

When You apply to register a .XXX 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 for .XXX domain names, as defined by ICANN, ICM Registry and [IFFOR](#) (the International Foundation For Online Responsibility in charge of .XXX policies) and which may be viewed at the following pages:

- Registry Registrant Agreement: <http://www.icmregistry.com/policies/registry-registrant-agreement>
- Dot XXX Charter: <http://www.icann.org/en/tlds/agreements/xxx/proposed-xxx-agmt-appendix-s-clean-23aug10-en.pdf> (Part 1)
- Policies for .XXX: <http://www.icmregistry.com/policies>
- IFFOR Policies: <http://www.iffor.org/policies.html>
- ICANN Consensus Policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to ICANN and the .XXX 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 .XXX Registry is available at the following address: <http://www.icann.org/en/tlds/agreements/xxx>

Section .XXX.3. Launch rules

The .XXX domain names general opening will begin December the 6th 2011, under the "first-come first-served" basis.

Pre-registrations are available at Gandi: domain names can be ordered during that time, but will be sent to the Registry only at the general opening.

Section .XXX.4. Special requirements

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

.XXX domain names are open to the members of the adult entertainment industry ("the sponsored community").

However, the persons who are not member of the sponsored community can registered .XXX domain names, these domain names will be inactive (non-resolving domain names).

To register a .XXX domain name You must also agree to the following conditions:

- 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**,
- during the registration of Your domain name on Our website, You shall have to indicate if You are or are not a member of the community of the adult entertainment,
- provide and maintain accurate, reliable and up-to-date personal contact information, failing this the .XXX Registry can delete Your domain name,
- You are at least 18 years old (if registering as an individual),
- some words are reserved or prohibited, in particular ICANN-reserved names:
<http://www.icann.org/en/tlds/agreements/xxx/appendix-6-31mar11-en.htm>,
- names containing two characters followed by two hyphens are not allowed.

You commit to comply with the [IFFOR rules](#). Thereby You must agree to permit automated scanning of any website associated or forwarding to Your domain name for vulnerabilities (phishing, malware ...) and for compliance with IFFOR policies, and You must agree not to employ technological or other means to defeat or prevent such scanning.

Section .XXX.4. Registration procedure

The members of the sponsored community will have to be authenticated as member of the sponsored community for activate their domain names.

If You are not yet authenticated, once Your application made on Our website, the Registry will send You an email to the email address associated to the owner contact (one unique email per email address) with a link to the authentication form.

Important: the email address associated to the owner contact must be the email address of the domain name owner.

Section .XXX.6. Pricing

Our prices can be viewed at:

<http://www.gandi.net/domain/price/detail/xxx>

Section .XXX.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 three following years.

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

However You consent to the use, copying, distribution, publication, modification and other processing of this data by the Registry and its agents according to Registry privacy policy. The Registry may also use Your data for statistical analysis, provided that this analysis will not disclose Your personal data.

Section .XXX.8. Dispute resolution policy

The .XXX Registry has adopted several alternative dispute resolution procedures for .XXX domain names that You agree fully abide by:

- the "UDRP" procedure
- the "CEDRP" procedure, and
- the "RES" procedure.

You also agree to submit to any additional procedure that will be implemented by the Registry according to its policy on preventing abusive registrations.

The Registry may, at its sole discretion, delete domain names and refuse any future registration to domain names owners that have been repeatedly engaged in abusive registrations.

UDRP procedure

The .XXX Registry has adopted the ICANN Uniform Dispute Resolution Policy (UDRP) for .XXX domains. 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>
- WIPO documentation:
<http://www.wipo.int/amc/en/domains/gtld/udrp/index.html>

CEDRP procedure

In addition, ICANN has implemented additional special rules to resolving disputes pertaining to the infringement of eligibility conditions, the "CEDRP" (Charter Eligibility Dispute Resolution Policy). The .XXX Registry has adopted these rules for .XXX domains, which be available on the following pages:

- CERDP Policy:
<http://www.icmregistry.com/policies/cedrp-policy>
- CEDRP Rules:
<http://www.icmregistry.com/policies/cedrp-rules>

RES procedure

The .XXX Registry has also set forth a Rapid Evaluation Service (RES) for certain situations involving a clear abuse. Rules governing this procedure are available on the following pages:

- RES Policy:
<http://www.icmregistry.com/policies/res-policy>

- RES Rules:
<http://www.icmregistry.com/policies/res-rules>
- RES Supplemental Rules:
<http://www.icmregistry.com/policies/res-supplemental-rules>

Section .XXX.9. Transfer (change of Registrar)

The specific transfer rules can be viewed at:

<http://www.icann.org/en/transfers/policy-en.htm>

The 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 one month prior to its Expiration),
- was created and transferred at least 60 days prior to the request.

The transfer's completion requires Your confirmation (by e-mail).

Upon successfully transferring a domain, the registration period is extended by one year.

Attachment: [Registry Registrant Agreement](#)

Section .XXX.10. Ownership change

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

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

Section .XXX.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.

At this time, the domain name is placed in Quarantine status and can be restored, in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department. The length of the Quarantine period is 30 calendar days.

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 under the "first-come first-served" basis.

-end of annex .XXX-