ANNEX .INSURANCE - SPECIAL CONDITIONS FOR THE .INSURANCE TLD

version 3.1 – January 3rd, 2020

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .INSURANCE 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 .INSURANCE.1. Trustee authority and Registry

.INSURANCE is a generic Top-Level-Domain (gTLD) dedicated to insurance sector. The following diagram presents the various parties involved and the naming organization for the .INSURANCE TLD:

- Trustee Authority:
  ICANN : http://www.icann.org
- Registry:
  fTLD : https://www.ftld.com
- Registry technical operator:
  Neustar : https://www.home.neustar
- Registrar :
  Gandi : http://gandi.net

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

All .INSURANCE accredited Registrars have the same access rights to the Registry. No Registrar enjoys access to the Registry that is superior to that of any other Registrar.

Section .INSURANCE.2. Registration terms and conditions

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

Registry policies:
https://www.register.insurance/policies including but not limited to:
- Acceptable Use Policy/ Anti Abuse Policy
- Name Allocation Policy
- Name Selection Policy
- Privacy Policy
- Registrant Eligibility Policy
- Registration Eligibility Dispute Resolution Policy
- Reserved Name Challenge Policy
- Whois Access Policy
- Security requirements

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

These documents bind You to the .INSURANCE 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 .INSURANCE Registry is available at the following address:
http://www.icann.org/en/about/agreements/registries/insurance

Section .INSURANCE.3. Special requirements

.INSURANCE special requirements are available at:
http://www.gandi.net/domain/insurance/info

Gandi offer the registration of .INSURANCE domain names in the framework of its Gandi Corporate Service.

Eligibility conditions

.INSURANCE is restricted to insurance companies; licensed agents/agencies, brokers,/brokerages or other equivalents; trade associations, service providers and government regulators within insurance sector, as set forth in the Registrant Eligibility Policy: https://www.register.insurance/policies.

It stems from the above that .INSURANCE is restricted to :

1. Insurance companies regulated by the relevant government regulatory authority (e.g., licensed, approved, certified);
2. Licensed insurance agents/agencies, brokers/brokerages or other equivalents (e.g., intermediaries, representatives) regulated by the relevant government regulatory authority;
3. Associations whose members are primarily comprised of entities or individuals identified above in points 1 or 2;
4. Groups of associations whose members are primarily comprised of associations identified above in point 3;
5. Government regulatory authorities of insurance companies, agents/agencies, brokers/brokerages or other equivalents (e.g., intermediaries, representatives) or organizations whose members are primarily comprised of such relevant government regulatory authorities (if approved by the Registry Operator Board);
6. Other regulated entities supervised by the relevant government regulatory authority (if approved by the Registry Operator Board); and
7. Holding and parent companies of entities identified above in 3.1 or 3.2 if supervised by the relevant government regulatory authority.

Before You make Your registration request on Our website, You have to validate Your eligibility with the Registry by completing an application form available on the Registry website: https://www.register.insurance/get-started

You will be required to provide, in particular, contact information for the owner of the domain name requested, contact information for the verification (ie: an officer or executive of Your entity or an human resources representative of Your entity), information about Your regulatory entity if necessary, any additional supporting documents.

Applicants who meet the eligibility requirements and have been authenticated will then be permitted to register the requested .INSURANCE domain name. To do that the Registry will provide You with a token that You will have to provide to Gandi after making Your registration request on Our website. The token is valid for 15 days.

The information of the owner contact You indicate during Your order on Our website must be identical to the one declared at the Registry during the verification process. Otherwise You will have to correct it to continue with Your registration.

You acknowledge that Registry will audit all approved registrants and their domains to ensure compliance with all applicable eligibility and use requirements. The Registry will perform mandatory re-verification of registration data every year and when a modification of the owner contact happens, to ensure ongoing eligibility for domain names.

Name Selection

Domains must correspond to a trademark, trade name or other

service mark of the registrant. Registry will not accept the registration of generic domain name.

Security requirements

You acknowledge to have fully understand and to comply to the security requirements of the Registry which are laid down on the following link: https://www.register.insurance/security

- Email authentication to ensure brand protection by mitigating spoofing, phishing and other malicious email borne activities.
- Multi-factor authentication (in particular for Your Gandi account) to ensure that any change to registration data is made only by authorized users of the registered entity.
- .INSURANCE domain names must use .INSURANCE DNS Name Servers to ensure compliance with technical requirements.
- Domain Name System Security Extensions (DNSSEC) to ensure that Internet users are landing on legitimate websites and not being misdirected to malicious ones.
- Strong Encryption (i.e.: TLS) to ensure confidentiality and integrity of communications and transactions over the Internet.

Acceptable Use Policy

Registry has an Acceptable Use Policy: https://www.register.insurance/policies (Acceptable Use / Anti-Abuse Policy).

All domains must be used to serve the needs of the insurance community. By registering a .INSURANCE domain name, You agree to be bound by the terms of this policy. In using Your domain, You may not:

a) Use Your domain for any purposes prohibited by the laws of the jurisdiction(s) in which You do business or any other applicable law. For insurance companies, agents, brokers and intermediaries specifically, use Your domain name for any purposes prohibited by the insurance regulations of the regulator or government agency that issued Your charter or license is strictly prohibited.

b) Use Your domain for any purposes or in any manner that violates a statute, rule or law governing use of the Internet and/or electronic commerce (specifically including "phishing," "pharming," and/or distributing Internet viruses and other destructive activities).

c) Use Your domain for the following types of activity:
- Violating the privacy or publicity rights of another member of the insurance community or any other person or entity, or breaching any duty of confidentiality that You owe to another member of the insurance community or any other person or entity;
- Promoting or engaging in hate speech, hate crime, terrorism, violence against people, animals, or property, or intolerance of or against any protected class;
- Promoting or engaging in defamatory, harassing, abusive or otherwise objectionable behavior;
- Promoting or engaging in pornography;
- Promoting or engaging in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
- Promoting or engaging in any money laundering or terrorist financing activity;
- Infringing on the intellectual property rights of another member of the insurance community or any other person or entity;
- Engaging in activities designed to impersonate any third party or create a likelihood of confusion in sponsorship;
- Interfering with the operation of the .INSURANCE or services offered by Registry;
- Distributing or installing any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware;
- Disseminating content that contains false or deceptive language, or unsubstantiated or comparative claims, regarding the Registry;
- Licensing Your domain to any third party during the period of Your registration; or
- Engaging in behavior that is anti-competitive boycotts or otherwise violates anti-trust laws.

In any case, You are responsible for the usage of Your domain at all times during the period of Your registration.

Section .INSURANCE.4. "Trademark Claim Notice" period

In accordance with ICANN rules, during EAP and upon general opening a perpetual "Trademark Claim Notice" period will run at least until June 15th 2020.

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

Section .INSURANCE.5. Reserved names

Some words are reserved or prohibited, in particular:
- ICANN reserved names:
  http://www.icann.org/en/about/agreements/registries/bank
  (specification 5. schedule of reserved names),
- Reserved Names Challenge Policy:
  https://www.register.insurance/policies

Section .INSURANCE.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 .INSURANCE.7. Pricing

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

"Premium" domain names are subject to specific prices that will be communicated by Our customer service department upon request (pricing is communicated by the Registry upon request).

You acknowledge to have read and understood that non-standard domains (premium) have non-uniform registration and renewal pricing such that the fee for a non-standard domain name may differ from the fee for a standard domain name in .INSURANCE.

You acknowledge and accept that verification fees (include into the price You pay to Gandi) will not be refunded in the event the Registry rejects Your registration request (ie: You do not pass the verification of eligibility).

Section .INSURANCE.8. Storage of contact information

You consent to the collection, use and publication, in the Registry public Whois database if applicable, 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.

You acknowledge that the use of privacy or proxy services

are prohibited for the registration and use of .INSURANCE domain names.

Section .INSURANCE.9. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .INSURANCE 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 Registry has also adopted the ERDRP (Registration Eligibility Dispute Resolution Policy) applicable to disputes relative to the eligibility conditions, as available at:
https://www.register.insurance/policies

Section .INSURANCE.10. 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 .INSURANCE.11. 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 .INSURANCE.12. 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 deleted. 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 .INSURANCE.13. 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.

You also acknowledge that You must comply :

• with Registry's operational requirements, including those set forth on Registry's website at: https://www.ftld.com/resources, http://www.ftld.com/faq-registrar and https://www.ftld.com/faq-dotinsurance,
• with all applicable policies posted on Registry's website at: https://www.ftld.com/policies,
• with all applicable national, state or local law, regulation or court order.

You must comply with all Public Interest Commitments (as set forth in Specification 11 to the Registry agreement as amended from time to time) and community registration policies (as set forth in Specification 12 to the Registry Agreement, as amended from time to time).

You represent that You possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the .INSURANCE sector. It stems from the above that You must report any material changes to the validity of the registrants' authorizations, charters, licenses and/or other related credentials for participation in the .INSURANCE sector in order to ensure You continue to conform to appropriate regulations and licensing requirements and generally conduct Your activities in the interests of the consumers You serve.

You also commit Yourself to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

If You collect and maintain sensitive health and financial data, You must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

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 shall take all necessary actions as directed by the Registrar or the Registry in relation to compliance actions, directives, or instructions from ICANN, and/or as otherwise directed by the Registry in its sole discretion as being reasonably necessary for the provision of Registry services, and enforcing compliance with Registry operational and security requirements and operations pledge, including monitoring for compliance regarding the registered domain names.

You commit Yourself to indemnify, defend and hold harmless the Registry, Registry service providers, Registry verification agent, and other contractually obligated vendors, and in each case, their affiliates, partners, subcontractors, subsidiaries, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors, and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action, or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with 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 .INSURANCE.14. Exclusion of liability and actions of the Registry

You expressly acknowledge and agree that the Registry reserves the right to deny, cancel or transfer any registered domain name or transaction, or place any registered name on Registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion, in particular, but not limited to :

• 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 Registry, Registry Service Provider, Registry Verification Agent, Registrar and/or any other contractually obligated vendors in connection with a domain name registration, or
• for the non-payment of fees to 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.

In the event of any dispute concerning the time of the entry of a domain name into the Registry system, You agree that the timestamp shown in the Registry system shall control.

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