

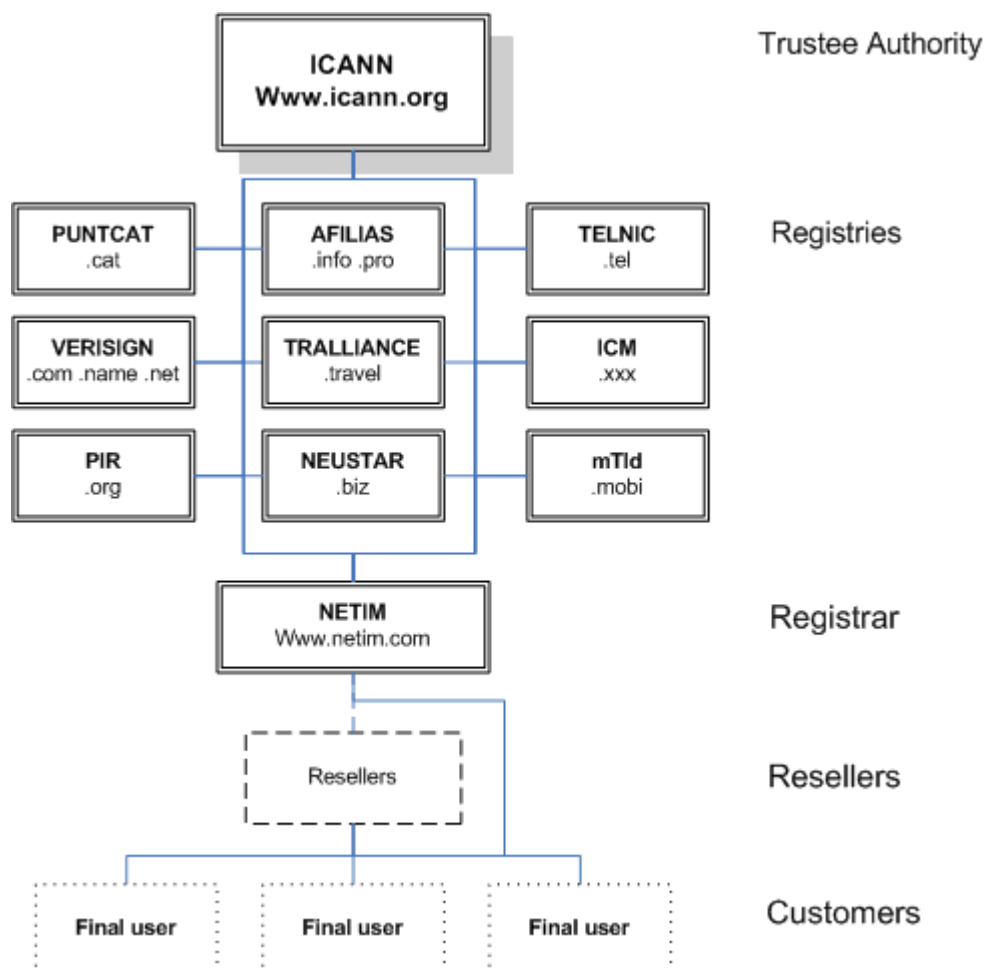
## ANNEX GTLD - SPECIAL TERMS AND CONDITIONS FOR THE EXTENSIONS: .BIZ .CAT .COM .INFO .NAME .NET .MOBI .ORG .PRO .TEL .TRAVEL .XXX

In addition to the general terms and conditions CG-ND, the registration or use of a Domain Name under these Extensions implies the acceptance and respect of these special terms and conditions CP-ND-GTLD.

All terms employed in these special terms and conditions beginning with a capital letter are to be interpreted in compliance with the definition assigned to them in the general terms and conditions CG-ND.

### CLAUSE GTLD.1: TRUSTEE AUTHORITY AND REGISTRY

GTLD.1.1 The following diagram shows the different operators and the naming system for these Extensions



GTLD.1.2 NETIM is accredited by ICANN and the Registries corresponding to these Extensions.

### CLAUSE GTLD.2: REGISTRATION REGULATIONS

GTLD.2.1 Domain Names under these Extensions are registered on a "first come, first served" basis

GTLD.2.2 The Client declares and guarantees that the Domain Name respects the rights of third-parties, all currently applicable laws as well as the regulations of the corresponding Extension which can be consulted via the following links:

About .BIZ:

<http://www.icann.org/tlds/agreements/biz>

About .CAT:

[http://www.domini.cat/normativa/en\\_normativa\\_registre.html](http://www.domini.cat/normativa/en_normativa_registre.html)

<http://www.domini.cat/media/upload/arxiu/cat-RegistrationAgrmt.pdf>

<http://www.domini.cat/media/upload/arxiu/charter.pdf>

About .COM:

<http://www.icann.org/tlds/agreements/verisign/com-index.htm>

About .INFO:

<http://www.icann.org/tlds/agreements/info>

About .NAME:

<http://www.icann.org/tlds/agreements/name>

About .NET:

<http://www.icann.org/tlds/agreements/verisign/net-index.htm>

About .MOBI:

<http://www.icann.org/tlds/agreements/mobi>

<http://mtld.mobi/domain/policies/compliance>

<http://mtld.mobi/domain/policies>

About .ORG:

<http://www.icann.org/tlds/agreements/org>

About .PRO:

<http://www.icann.org/tlds/agreements/pro>

<http://registry.pro/legal/user-terms.shtml>

About .TEL:

<http://www.icann.org/tlds/agreements/tel>

<http://www.telnic.org/policies.html>

<http://telnic.org/downloads/AUP.pdf>

About .TRAVEL:

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

<http://www.travel.travel/wp-content/uploads/2008/12/122008trmcpoliciesfinal.pdf>

Pour le .XXX:

<http://www.icmregistry.com/policies/registry-registrantagreement>

<http://www.icmregistry.com/policies>

<http://www.iffor.org/policies.html>

GTLD.2.3 The rules for registering a Domain Name in these Extensions may include special conditions specific to the Extension whose principles are detailed in section 3 herein.

NETIM does not control and does not check beforehand that a Domain Name subject to special conditions is used in accordance with them. The fact that the Client can register a Domain Name with NETIM services does not pre-suppose its full compliance with these regulations and NETIM cannot be held responsible on these grounds.

GTLD.2.4 All disputes relative to the choice and to the registration of Domain Names in these Extensions are subject to different regulations and procedures for the resolution of disputes, detailed in clause GTLD.8 herein, to which the Client accepts to comply when registering Domain Names.

## **CLAUSE GTLD.3.1: SPECIAL CONDITIONS FOR .BIZ**

The registration of a Domain Name in .BIZ also implies compliance with the following additional regulations, laid down by the ICANN, which the Client acknowledges and undertakes to respecting:

<http://www.icann.org/en/about/agreements/registries/biz/appendix-11-08dec06-en.htm>

Under the terms of these regulations, the Client declares and guarantees particularly, under its sole and full responsibility and for the full duration of the Domain Name:

- i) that the Domain Name shall be used in good faith and mainly for commercial purposes and not exclusively for personal purposes;
- ii) that the Domain Name is not registered with the sole aim of selling it, exchanging it, renting it or to make money out of it in any way, neither to carry out unsolicited offers of sale, exchange or rental of the Domain Name or to make money out of such offers
- iii) that the requested Domain Name is, at the time of registration, associated to the Registrant's business operations in a reasonable manner, or that the Registrant intends to use it for commercial purposes

## CLAUSE GTLD.3.2: SPECIAL CONDITIONS FOR .CAT

GTLD.3.2.1 .CAT Domain Names are dedicated to the publication of content in the Catalan language or content in any language that promotes the Catalan language and culture. By registering a Domain Name in .CAT, the Registrant agrees to comply with any of these eligibility rules according to the [.CAT Naming charter, section III](#)

GTLD.3.2.2 Failure of eligibility will not be corrected directly by NETIM or the Registry. It may still be sanctioned by the "ERDRP" principles available at the following address:

<http://domini.cat/media/upload/arxiu/Politica.ERDRP.v1.pdf> (*Catalan*)

As such, in case of cancellation of the Domain Name by the Registry, the Client acknowledges that it will not be entitled to any refund.

## CLAUSE GTLD.3.3: SPECIAL CONDITIONS FOR .COM / .NET

Registering a Domain Name in .COM or .NET also assumes the following commitment:

The Client and the Registrant agree to indemnify, defend and hold harmless VERISIGN, and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Domain Name registration.

## CLAUSE GTLD.3.4: SPECIAL CONDITIONS FOR .NAME

The registration of a Domain Name in .NAME also implies compliance with the following additional regulations, laid down by the ICANN, which the Client acknowledges and undertakes to respecting:

<http://www.icann.org/en/about/agreements/registries/name/appendix-11-15aug07-en.htm>

Under the terms of these regulations, the Client declares and guarantees particularly, under its sole and full responsibility and for the full duration of the Domain Name that:

- i) the domain name involves the personal name of the Registrant (legal or known name). It can include numbers at the beginning or end in order to differentiate the name from similar Domain Names already registered
- ii) if the domain name involves the personal name of a fictional character, the Registrant has the trademark or service mark rights in that character's Personal Name.

## CLAUSE GTLD.3.5: SPECIAL CONDITIONS FOR .PRO

GTLD.3.5.1 .PRO Domain Names are restricted to qualified professionals (licensed and credentialed professionals and professional entities). By registering a .PRO Domain Name, the Registrant agrees to comply with any of these eligibility rules and must be able to provide, upon request and within the required time, the Evidence he is eligible to obtain a .PRO Domain Name.

GTLD.3.5.2 The registry monitor domain names to ensure that the conditions of eligibility are met.

GTLD.3.5.3 Failure to comply with the eligibility conditions can cause the suspension, removal or modification of the Domain Name by the Registry. If this were the case, the responsibility of NETIM can not be held and the Client acknowledges that it can not claim any refund.

## ARTICLE GTLD.3.6 : SPECIAL CONDITIONS FOR .TEL

GTLD.3.6.1 .TEL Domain Names are not like other Extensions. The .TEL domain is a space that can store and manage contact information directly in the Domain Name System, which allows universal access to data via the Internet. **It is not intended to set up websites.** More information on our website at <http://www.netim.com/domain/tel-domain-name.php>

GTLD.3.6.2 The Client must ensure that the .TEL functionalities and terms of use correspond to his needs. If this were not the case, the Client acknowledges that it will not be entitled to any refund.

GTLD.3.6.3 Upon registration or ingoing transfer of a Domain Name, NETIM will provide credentials to a webinterface where the Registrant can update his contact information and customize the Domain's web page.

GTLD.3.6.4 According to .TEL [acceptable use policy](#), the Client agrees that:

- i) It is not possible to choose or change the name servers (DNS) associated with the Domain Name. They will be automatically selected by NETIM from the list of name servers offered by the Registry
- ii) It is not possible to upload a website. Indeed, a web page containing the contact details set for the Domain Name will be displayed by the Registry when Internet users reach the Domain via HTTP protocol
- iii) It is not possible to create type A, CNAME or DNAME records with the sole exception of a glue record, or a type A record that points to a .TEL web proxy server, authorized and officially released by the registry.
- iv) At least one contact data must be defined for the Domain Name to make it resolving into DNS.
- v) It is not possible to create subdomains

### **CLAUSE GTLD.3.7: SPECIAL CONDITIONS FOR .TRAVEL**

GTLD.3.7.1 .TRAVEL Domain Names are restricted to persons who are significant participants in the travel and tourism industry according to [Registry policies section 1.1](#). Membership in this "community" is validated by the registry by obtaining a UIN ("Unique Identification Number") through an authentication procedure.

GTLD.3.7.2 The authentication procedure is carried out by the Registry with the support of industry associations or independent authentication organizations ("Authentication Providers") listed at the following address:  
<http://www.travel.travel/index.php/authenticateregister/authentication-providers>

GTLD.3.7.3 Obtaining a UIN does not mean that the Registrant has successfully accomplished the authentication process as long as the Registry has not checked its eligibility. The Registrant must be able to provide, upon request and within the required time, the evidence that he is eligible to obtain a .TRAVEL Domain Name.

GTLD.3.7.4 A UIN that is not approved by the registry may see the decision appealed within 30 days by one of the following procedure:  
<http://www.travel.travel/index.php/denials-disputes/#1>  
<http://www.travel.travel/index.php/denials-disputes/#2>

GTLD.3.7.5 A UIN that is approved by the registry confirms the eligibility and allows the Registrant to register .TRAVEL Domain Names for up to 1 year. The Registry will review eligibility status annually, or at any other time, to ensure that authentication data has not changed.. If during the registration period of a .TRAVEL domain name, the Registry demonstrates that in reality the Registrant is not eligible or no longer eligible, the Registry will delete Domain Names linked to the UIN without compensation or refund.

### **CLAUSE GTLD.3.8: SPECIAL CONDITIONS FOR .XXX**

GTLD.3.8.1 .XXX Domain Names are dedicated to members of the sponsored community that consists of individuals, business, entities, and organizations that fit one of the following descriptions:

- i) Provide Online Adult Entertainment intended for consenting adults ("Providers") (e.g. adult webmasters, performers, studios, store owners, club operators);
- ii) Represent Providers ("Representatives") (e.g. lawyers, agents, advisors, accountants, affiliates); or
- iii) Provide products or services to Providers and Representatives ("Service Providers") (e.g. adult domainers, manufacturers, delivery companies, caterers, distribution companies, merchant account services, make up artists, stylists, hosting services).

GTLD.3.8.2 In order for a Domain Name in .XXX to resolve, the owner, member of the sponsored community or not, must successfully complete the validation procedure. Thus, NETIM will be able to activate the Domain Name to make it accessible and functional over Internet.

GTLD.3.8.3 The Client acknowledges that if the validation process is not successfully completed, this will cause the Domain Name to not resolve, and that he will not be entitled to any refund.

GTLD.3.8.4 The sponsored community validation process is defined as follow:

1. The applicant orders the registration to NETIM.
2. The registry,ICM, sends the person/company an introduction email with validation link – to the Registrant Contact email address provided with their application.
3. The person/company clicks on the validation link in the ICM email and is directed to the ICM Membership Application.
4. The person/company fills out the ICM Membership Application — free of charge. (Takes about 5 minutes to complete – only have to do this one time per email account, not per domain.)
5. As a part of ICM's Membership Application, the person has to do the following:
  - o Provide correct birth date information

- Agree to ICM's terms of service
  - Attest to being a member of the Sponsored Community
6. ICM will validate certain contact details:
    - Address
    - Phone Number
  7. ICM will call the phone number provided during the Membership Application
  8. In that phone call, ICM will provide the person with a PIN # (real time) and the applicant will input the pin in the designated area in the Membership Application process.
  9. Once the person completes the Membership Application, ICM provides to NETIM a Membership Token thus allowing all of the .xxx domain names associated with that email account to resolve.

GTLD.3.8.5 As part of the validation process, the Client agrees to provide a mailing address, an email address and a valid phone number into owner's information during his applications.

## **CLAUSE GTLD.4: REGISTRAR TRANSFER REGULATIONS**

GTLD.4.1 The Client initiates through the intermediary of NETIM a transfer request for a Domain Name in these Extensions from another registrar to NETIM (also referred to as "incoming transfer") according to the procedure specified on our site and to the « [Inter-Registrar Transfer Policy](#) »:

GTLD.4.2 The effective processing of the transfer is not immediate and implies the intervention of several actors. It does not depend exclusively on NETIM and is particularly subject to the following restrictions:

- i) no transfer can intervene within sixty (60) days after the initial creation of the Domain Name with the previous Registrar
- ii) no transfer can intervene within forty five (45) days after the last renewal of the Domain Name with the previous Registrar
- iii) the Domain Name may not be in a status that prohibits the transfer (for example, when in "Client Transfer Prohibited" or "Redemption Grace Period" status).
- iv) the Client must provide the authorisation code (also referred to as "Auth-ID") provided by the previous Registrar; If the authorisation code is wrong, the transfer shall fail.
- v) According to Inter-Registrar Transfer Policy, the current owner / administrative contact will receive by email the standardized form of authorization. If they refuse or don't explicitly authorise the requested transfer in compliance with this procedure, the transfer shall fail.
- vi) the previous Registrar may oppose the transfer of the Domain Name to NETIM, for reasons which it must justify
- vii) the transfer is prohibited when a contentious, legal, arbitral or UDRP procedure is underway. Cf. Section CAT.8

GTLD.4.3 Once a transfer is successfully performed, the domain name is extended for one year from its previous expiration date.

GTLD.4.4 In the context of a transfer of a Domain Name to another Registrar (also referred to as "outgoing transfer"), the authorization code can be requested in the NETIM Direct and will be sent by electronic mail to the Client's email address. The Client must also ensure that the protection feature is disabled.

GTLD.4.5 A transfer protection feature is provided in NETIM Direct. The feature is used to protect the Domain Name managed by NETIM against requests for transfer to a another Registrar. The Client can enable or disable this feature at any moment.

## **CLAUSE GTLD.5: REGISTRANT TRANSFER REGULATIONS**

GTLD.5.1 The Client initiates, through the intermediary of NETIM, a request for a change of ownership for a Domain Name in this Extension.

GTLD.5.2 The change does not take effect immediately. The Client must provide the application form and the needed proof of identity to NETIM by the way of his choice. The application will be checked and approved by the sole discretion of NETIM.

GTLD.5.3 If the Client does not provide a correct application, the change cannot be proceeded with and the Client may not claim any compensation or refund from NETIM.

GTLD.5.4 The change of ownership does not include any renewal for the Domain Name.

## **CLAUSE GTLD 6: EXPIRY / RENEWAL / RESTORATION REGULATIONS**

GTLD.6.1 When the Domain Name's expiry date has passed, and failing prior renewal by the Client, the Domain Name shall be frozen and disabled for a period of thirty (30) calendar days during which all NETIM associated services shall not be available. The Domain Name shall be referred to as in "EXPIRED - HOLD" status

GTLD.6.2 Any Domain Name in "Expired" status can be renewed under the same conditions as a simple renewal. Once payment of the price in full has been received by NETIM, the Domain Name and its associated services shall be re-activated for the new chosen duration starting from the previous expiry date. Nevertheless, the re-activation process may take several days to propagate across the Internet.

GTLD.6.3 If the Client has not renewed the Domain Name by the end of the freeze period, the Domain Name shall be deleted by NETIM or by the Registrar usually used by NETIM.

GTLD.6.4 If a Domain Name has been deleted since under than thirty (30) calendar days, it can be restored subject to the following conditions and procedures, and depending on the details provided to NETIM when carrying out said procedures:

- i) the restoration is only technically possible during this "buy-back" period (depending on the Registry: "Redemption Period" or "Pending Delete Restorable") which is the thirty (30) day period between the destruction of the Domain Name by NETIM and its destruction by the Registry
- ii) payment for the restoration must be made two (2) days before the destruction of the Domain Name by the Registry, to enable NETIM to carry out the operation within the time limit. Failing this, it shall not be possible to restore the Domain Name and NETIM cannot be held responsible on these grounds.
- iii) the restoration procedure restores the domain's previous parameters (personal and technical information) and extends by one (1) year the duration of the Domain Name's registration starting from the previous expiry date.

## **CLAUSE GTLD 7: PERSONAL DATA**

In application of ICANN contracts, all personal and technical information associated with the registration of a 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. The Client accepts that ICANN and the Registry can access to his personal data and display them in a public whois database.

## **CLAUSE GTLD 8: MANAGEMENT OF DISPUTES**

GTLD.8.1 The ICANN has enacted "Uniform Domain Name Dispute Resolution Policies" (UDRP) and the corresponding regulations of procedure, which can be consulted at the following addresses:

### Overview

<http://www.icann.org/udrp/>

<http://www.icann.org/udrp/udrp.htm>

### Principles

<http://www.icann.org/dndr/udrp/policy.htm>

### Rules

<http://www.icann.org/dndr/udrp/uniform-rules.htm>

GTLD.8.2 In application of these UDRP Regulations and Principles, the Client notably accepts that NETIM intervenes on the registration of this Domain Name in the context of a dispute concerning said Domain Name and more specifically in application of a court order, or of a sentence from a court of arbitration or of an order from an administrative commission certified by ICANN.

GTLD.8.3 The Client agrees to have acknowledged these principles and regulations which are integrated into these special terms and conditions by means of a hyperlink, and undertakes to respecting them.

## **CLAUSE GTLD 9: CONTRACTUAL AMENDMENTS FOR SPECIAL TERMS AND CONDITIONS**

The regulations laid down by the Trustee Authority and the Registry are subject to change. These changes, linked to the naming system for Extensions, are imposed by ICANN and the Registries in charge of these different Extensions and represent changes that are not beyond NETIM's control.

## **END of ANNEX GTLD**