

## APPENDIX DONUTS - SPECIAL TERMS AND CONDITIONS

**This appendix only concerns the registration and administration of domain names with extensions managed by Donuts Inc.**

### PRELIMINARY REMARK

A list of all Extensions provided by Donuts Inc. can be found here:  
[http://www.donuts.co/site/uploads/2013/05/donuts\\_tld\\_application\\_list.pdf](http://www.donuts.co/site/uploads/2013/05/donuts_tld_application_list.pdf)

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-DONUTS.

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 1: TRUSTEE AUTHORITY AND REGISTRY

NETIM is accredited with ICANN, the Trustee Authority, under IANA-ID 1519

NETIM is an accredited Registrar of Donuts Inc, the Registry, for Extensions provided by Donuts Inc.

### CLAUSE 2: REGISTRATION REGULATIONS

All Registrars and Resellers of Extensions provided by the Registry are committed to the terms and conditions which can be consulted via the following links:  
<http://www.donuts.co/policies/>

The Client declares and guarantees that the Domain Name respects the rights of third-parties, all currently applicable laws as well as these terms and conditions

The Client is committed to bind his customers according to these regulations.

NETIM does not control and does not check beforehand that a Domain Name is used in accordance with these regulations. 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.

### CLAUSE 3: REGISTRAR TRANSFER REGULATIONS

The Client initiates through the intermediary of NETIM a transfer request for a Domain Name in these Extensions from another registrar to NETIM according to the procedure specified on our site and to the « [Inter-Registrar Transfer Policy](#) » established by ICANN.

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 registration 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 (e.g. "Client Transfer Prohibited" or "Redemption Grace Period" status).
- iv) the Client must provide the authorization code (also referred to as "Auth-ID") provided by the previous Registrar; If the authorization 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 do not explicitly authorize 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

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

## **CLAUSE 4: EXPIRY / RENEWAL / RESTORATION REGULATIONS**

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

Any Domain Name in "Expired" status can be renewed under the same conditions as a simple renewal. Once the 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.

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.

If a Domain Name has been deleted for less 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 allow 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 5: 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 6: MANAGEMENT OF DISPUTES**

The registry has adopted the Uniform Domain Name Dispute Resolution Policy established by ICANN and encourages third parties to resolve disputes with registrants through the process described in the Uniform Domain Name Dispute Resolution Policy: <http://www.icann.org/en/help/dndr/udrp/policy>

The Uniform Rapid Suspension System also applies: <http://newgtlds.icann.org/en/applicants/urs>

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.

The Client agrees to have acknowledged these principles and regulations which are integrated into these special terms and conditions by means of a hyper link, and undertakes to respect them.

## **CLAUSE 7: 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 DONUTS**