

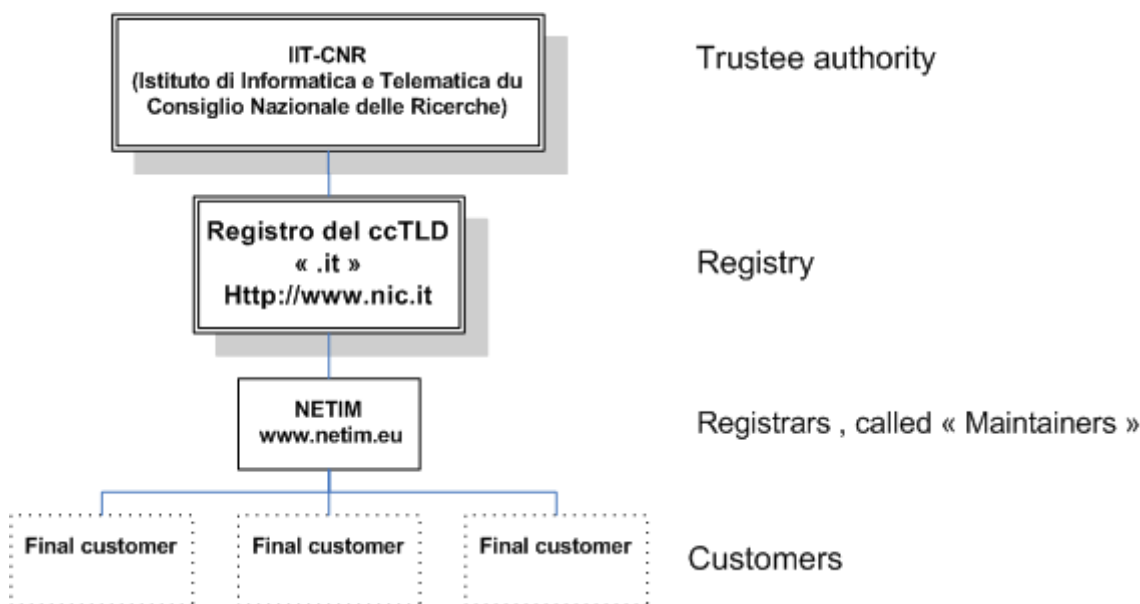
ANNEXE IT - SPECIAL TERMS AND CONDITIONS FOR THE ccTLD .IT

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

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.

SECTION IT.1: TRUSTEE AUTHORITY AND REGISTRY

IT.1.1 The following diagram shows the different operators and the naming system for this Extension



IT.1.2 NETIM is accredited by the Registry (the "NICIT" below) and act as an official registrar for the management of .IT domain names. NETIM is recognized as the maintainer NETIM-REG

SECTION IT.2: REGISTRATION REGULATIONS

IT.2.1 Domain Names under this Extension are registered on a "*first come, first served*" basis

IT.2.3 The Client declares and guarantees that the Domain Name respects the rights of third-parties, currently applicable laws as well as the regulations specific to the Extension, which can be consulted at the following addresses:

<http://www.nic.it/create-and-change.it/regulations-and-guidelines>

The Client agrees to have read and accepted these contractual documents (the "DNS IT Regulations" below) which link him to NICIT. These special terms and conditions do not substitute these regulations which are integrated by means of a hyperlink.

SECTION IT.3: SPECIAL REQUIEREMENTS

IT.3.1 According to NICIT Regulations, the name servers (DNS) of the domain name must be correctly configured as specified in the Registry's technical specifications:

IT.3.2 Except when the registration is done using our trustee service, the registrant of the domain name give his explicit acceptance, and commit himself to abide by Specific Registry's Terms and Conditions defined in section IT 3.3

IT.3.3 According to NICIT Regulations, section 3, 5, 6 et 7, the registrant of the domain name give his explicit acceptance, and commit himself to abide by the following conditions:

Sect. - 3. Declarations and assumptions of liability

The Registrant of the domain name in question, declares under their own responsibility that they are:

- in possession of the citizenship or resident in a country belonging to the European Union (in the case of registration for natural persons);
- established in a country belonging to the European Union (in the case of registration for other organizations);
- aware and accept that the registration and management of a domain name is subject to the "[Rules of assignment and management of domain names in ccTLD.it](#)" and "[Regulations for the resolution of disputes in the ccTLD.it](#)" and their subsequent amendments;
- entitled to the use and/or legal availability of the domain name applied for, and that they do not prejudice, with the request for registration, the rights of others;
- aware that for the inclusion of personal data in the Database of assigned domain names, and their possible dissemination and accessibility via the Internet, consent must be given explicitly by ticking the appropriate boxes in the information below. See "[The policy of the .it Registry in the Whois Database](#)" on the website of the Registry (<http://www.nic.it>);
- aware and agree that in the case of erroneous or false declarations in this request, the Registry shall immediately revoke the domain name, or proceed with other legal actions. In such case the revocation shall not in any way give rise to claims against the Registry;
- release the Registry from any liability resulting from the assignment and use of the domain name by the natural person that has made the request;
- accept Italian jurisdiction and laws of the Italian State.
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By accepting thoses special terms and conditions , the registrant accepts conditions above

YES accept

Sec. 5 - Consent to the processing of personal data for registration

The interested party, after reading the section 4 [[Guidelines section 4 p.29](#)], gives consent to the processing of information required for registration, as defined in the above disclosure.

Giving consent is optional, but if no consent is given, it will not be possible to finalize the registration, assignment and management of the domain name.

By accepting thoses special terms and conditions , the registrant accepts conditions above

YES accept

Sec. 6 - Consent to the processing of personal data for diffusion and accessibility via the Internet

The interested party, after reading the section 4 [[Guidelines section 4 p.29](#)], gives consent to the processing of information required for registration, as defined in the above disclosure.

Giving consent is optional, but absence of consent does not allow the dissemination and accessibility of Internet data.

By accepting thoses special terms and conditions , the registrant accepts conditions above

However it will be possible to opt-out of disclosing some personal information from the whois database by updating the domain once registered

YES accept

Sec. 7 - Explicit Acceptance of the following points

For explicit acceptance, the interested party declares that they:

d)are aware and agree that the registration and management of a domain name is subject to the "[Rules of assignment and management of domain names in ccTLD.it](#)" and "[Regulations for the resolution of disputes in the ccTLD.it](#)" and their subsequent amendments;

e) are aware and agree that in the case of erroneous or false declarations in this request, the Registry shall immediately revoke the domain name, or proceed with other legal actions. In such case the revocation shall not in any way give rise to claims against the Registry;

f) release the Registry from any liability resulting from the assignment and use of the domain name by the natural person that has made the request;

g) accept the Italian jurisdiction and laws of the Italian State.

By accepting those special terms and conditions, the registrant accepts conditions above

YES accept

SECTION IT.4: TRANSFER REGULATIONS

IT.4.1 The Client initiates through the intermediary of NETIM a transfer request for a Domain Name in .IT from another registrar to NETIM (also referred to as "incoming transfer"), according to the procedure specified on our site, and in compliance with NICIT Regulations:

<http://www.netim.com/transfer/transfer-it-domain-name.php>

IT.4.2 The transfer does not take effect immediately. The Client must follow the described procedure and, particularly, must approve the transfer to the registry following a format specified.

IT.4.3 If the Client refuses or does not approve the transfer according to the terms stipulated by the Registry, the transfer cannot be proceeded with and the Client may not claim any compensation or refund from NETIM

IT.4.4 In the context of a transfer of a Domain Name to a Registrar, the authorisation codes can be obtained in the Interface and are sent by electronic mail to the Client's email address.

CLAUSE IT.5: CHANGE of OWNERSHIP REGULATIONS

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

IT.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.

IT.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.

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

SECTION IT.6: EXPIRY / RESTORATION REGULATIONS

IT.6.1 When the Domain Name's expiry date has passed without prior renewal by the Client, NETIM shall submit a request for the deletion of the Domain Name to the Registry. The Domain Name shall then be disabled for a period of thirty (30) calendar days during which all NETIM's associated services shall no longer be available. The Domain Name shall be referred to as in "quarantine" status

IT.6.2 If a Domain Name has been destroyed within the past thirty (30) calendar days, it can be reactivated subject to the following conditions and procedures, and depending on the details provided to NETIM when carrying out these procedures:

- i) restoration is only possible from a technical point of view for the so-called "quarantine" period, 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 seven (7) 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, the Domain Name might not be restored and NETIM cannot be held responsible on these grounds.
- iii) the restoration procedure restores the Domain Name'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.

SECTION IT.7: CONTRACTUAL AMENDMENTS FOR SPECIAL TERMS AND CONDITIONS

IT.6.1 Regulation laid down by the Trustee Authority and the Registry are subject to change. These changes, linked to the naming system for .IT extensions are imposed by the Registry in charge of this Extension and represent changes that are not beyond NETIM's control.

END of the ANNEX IT