

ANNEX .EU - SPECIAL CONDITIONS FOR THE .EU ccTLD

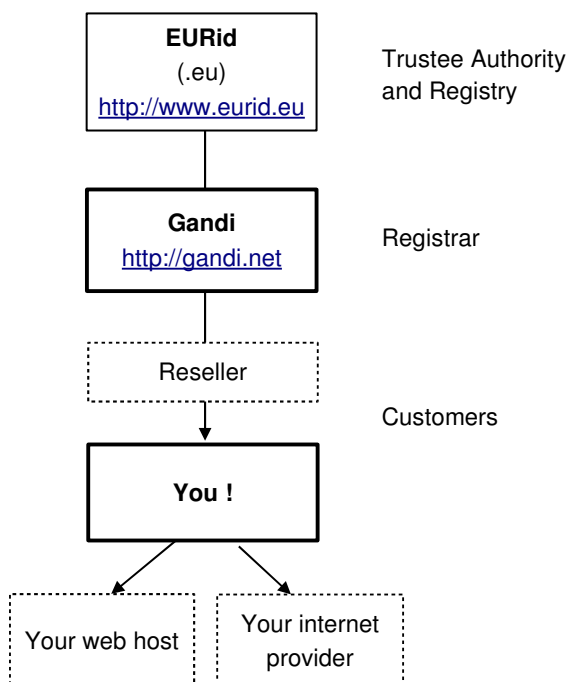
version 1.3 – April the 8th, 2011

In addition to Gandi's [General Terms and Conditions](#) of domain name registration, the registration and use of a .EU domain name implies the acceptance of and compliance to the present special conditions.

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 .EU.1. Trustee authority and Registry

.EU is the official country code Top-Level-Domain (ccTLD) of European Union. The following diagram presents the various parties involved and the Trustee Authority for the .EU TLD:



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

Section .EU.2. Registration terms and conditions

When You apply to register a .EU domain name, You acknowledge to have fully understood, and You agree to have full knowledge of and to abide by all the rules and specific conditions of .EU domain names, as defined by EURid, and which may be viewed at the following pages:

- Registration Policy: http://www.eurid.eu/files/reg_pol_EN.pdf
- Terms and Conditions: http://www.eurid.eu/files/trm_con_EN.pdf

These contracts bind You to the .EU Registry. The present special conditions are not substitutes to these Rules, but are a part of it. You acknowledge to have fully understood and accepted these Rules on Our Website.

Section .EU.3. Special requirements

.EU special requirements are available on: <http://www.gandi.net/domain/eu/info>

.EU domain names are open to residents of the European Union:

- individuals residing within the European Union,
- business having its registered office, central administration or principal place of business within the European Union,
- organizations established within the European Union.

To register for a .EU domain name, You must abide by 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 done **before the Expiration date**,
- provide and maintain accurate, reliable and up-to-date personal contact information,
- some words are reserved or prohibited: <http://www.eurid.eu/en/eu-domain-names/blocked-reserved-names>,
- respect of the current laws and regulations in the choice and use of Your domain name, and particularly the rights of third parties, public order, and the public interest,
- availability of the domain name, which is verified in real time on Our Website during Your registration request. It is also available for viewing both on Our Whois (<http://www.gandi.net/whois>) and EURid's Whois (<http://www.eurid.eu/en/content/whois-result>),
- A domain name may be unavailable because it has already been registered, is put on hold, on lock, is reserved, flagged by the Registry as forbidden, or because it is currently in the registration process,
- names containing two characters followed by two hyphens are not allowed.

In accordance with EURid Rules, and as an exception to Gandi's general terms and conditions of domain name registration:

- EURid does not consider that You are the owner of the domain, but rather that You are granted exclusive user rights of the domain name, that are limited and which may be assigned to a third party or renewed during the registration period. Nonetheless, We have amended Our Contract so that, as much as possible, You shall have the same rights as with other extensions, with the exceptions explicitly expressed in the present special conditions.
- You are not entitled to exercise any right to opt out concerning Your domain name registration request once it has been validated by Gandi and transmitted to the Registry. This restriction is set by the Registry.

We call Your attention to the fact that, in addition to the liability that You expose Yourself to in the event of a infringement of the rights of a third party or Your legal and contractual obligations, the Rules that bind You to EURid interpret each breach of contract on Your part as justification for a denial of registration, the suspension or deletion of Your domain name by EURid, without Our ability to intervene.

Section .EU.4. Pricing

Our prices can be viewed on:

<https://www.gandi.net/domain/price/detail/eu/>

Section .EU.5. Storage of contact information

Gandi acts as a sub-contractor of the Registry, responsible for collecting the technical and personal data needed for the registration of Your domain name, and which will be processed as such by the Registry.

You accept that the .EU Registry can access Your personal data and display it in the public [Whois](#) database.

The personal and technical data associated with Your .EU domain name are stored and used by Gandi, and by EURid in its role as Trustee Authority and Registry, in accordance with Gandi's general terms and conditions of domain name registration, and in accordance with EURid's conditions, which are available at the following address:

http://www.eurid.eu/files/whois_en.pdf

You declare to have fully understood and to agree to fully abide by these rules.

Personal data is collected to enable the registration and management of Your domain name. Personal data shall be sent to EURid, incorporated into its database, and published in the public Whois directory. This directory may be accessed for example on Our website (<http://www.gandi.net/whois>) or on EURid's website (<http://www.eurid.eu/en/content/whois-result>).

Individuals (natural person) can opt-out of disclosing some personal information (except email adress) from the Registry public [Whois](#) database.

Section .EU.6. Dispute resolution policy

The Registry EURid has set forth a specific .EU domain name Alternative Dispute Resolution Policy (ADR):

- explanations: <http://www.eurid.eu/en/eu-domain-names/disputes>
- Dispute Resolution Service Provider (Czech Arbitration Court): <http://eu.adr.eu/>
- ADR procedural rules: http://eu.adr.eu/html/en/adr/adr_rules/eu%20adr%20rules.pdf
- additional ADR procedural rules: http://eu.adr.eu/html/en/adr/adr_rules/eu%20Supplemental%20Rules.pdf

You accept that any dispute related to Your domain name will be bound by these ADR Rules in the event of a dispute between You and a third party pertaining the registration and/or use of a domain name, or with the Registry, to go contest a decision made by the Registry.

These rules are an integral part of Your contract with EURid and to the present special conditions. You acknowledge to have fully understood and agree to abide by these rules. These alternative rules do not hinder the judicial or arbitral procedures of disputes related to domain names in accordance with Gandi's general terms and conditions of domain name registration.

Section .EU.7. Transfer (change of Registrar)

The specific transfer rules can be viewed at:

http://www.eurid.eu/files/reg_pol_EN.pdf (section 10.2)

The process is started on Our Interface. The Registry will send you an email containing a code enabling You to accept or reject the transfer request via the [Registry's interface](#). If You fail to accept the change within 7 calendar days, the Registry sends an e-mail to the new Registrar indicating that You must accept the transfer within 7 calendar days via the [Registry's interface](#) or by [fax](#). If You do not accept the transfer within these deadlines, it will be cancelled.

Before starting a transfer request, please ensure that Your domain name does not expire soon (We recommend that you start the transfer request at least one month before the domain's Expiration).

As an exception to the Gandi's general terms and conditions of domain name registration, in accordance with EURid technical specifications, it is not possible to set a Transfer Prohibited status on a .EU domain name in order to avoid transfers.

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

Section .EU.8. Ownership change

The specific rules for ownership changes can be viewed at:

http://www.eurid.eu/files/reg_pol_EN.pdf (Section 13)

The process is started with the Registrar of Your choice. The following statements only pertain to Us if You want to assign Your

domain to a third party without leaving Gandi:

- the process is started on Our Interface,
- the Registry sends an email to the 2 parties, that contains a code enabling both parties to accept or reject the ownership change request via the [Registry's interface](#),
- if one of the parties fails to accept the change within 7 calendar days, the Registry sends an e-mail to the Registrar, indicating that both parties must accept the ownership change request within 7 calendar days via the [Registry's interface](#) or by [fax](#),
- If the parties do not accept the ownership change within these deadlines, it will be cancelled.

Any change owner will result in one-year extension of the current domain name registration period.

Section .EU.9. Deletion process

Upon the Expiration of the domain, the domain name is released by Gandi to the Registry. All associated technical services are deactivated.

At this time, the domain name is placed on Quarantine status and can be restored, in accordance with the terms and conditions described on Our website and/or as communicated by Our

Attachment: [Registration Policy](#), [Terms and Conditions](#)

customer service department. The length of the Quarantine period is 40 calendar days.

If the domain is neither renewed nor restored within these deadlines, the Registry will delete the domain name, which will become available for registration on a "first come first served" basis.

Section .EU.10. EURid action on domain names (hold, lock and revocation)

Pursuant to EURid Rules, You authorize EURid to intervene on the status of Your domain name and in particular to:

- Hold (deactivate) the domain, for example if it is not renewed on time.
- Lock (block) the domain, for example in the event of a judicial or ADR procedure.
- Revoke the domain, for example after implementation of an ADR decision, for lack of payment, infringement of the eligibility criteria or any other infringement on Your part of EURid Rules.

As technical sub-contractor and in accordance with EURid Rules which You and Gandi must comply with, We have absolutely no control over the status if it was changed by EURid.

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