

# NAMEBAY TERMS AND CONDITIONS FOR DOMAIN NAMES REGISTRATION AND RENEWAL

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Please note:

The English translation of the NAMEBAY Domain Terms and Conditions is provided for the convenience of our non-French-speaking customers. Regardless of this, only the original French-language version is legally binding.

**NAMEBAY** is a Monegasque corporation with a capital of 150 000 euros, whose head office is located at 27, Bd des Moulins in MC-98000 Monaco.

Hereinafter referred to as “NAMEBAY”

NAMEBAY holds the status of domain name registrar, accredited by the ICANN (Internet Corporation for Assigned Names and Numbers) and is therefore authorised to register “Generic Top Level Domain” (GTLD), “Country Code Top level Domain” (CCTLD) and “Sponsored Top Level Domain (STLD), hereinafter referred to as “Domain Names”.

Any person or legal entity seeking to become the holder of one or several domain names listed on the Domain Name registration form, duly completed by that person or legal entity or by their representative, is the client ( hereinafter referred to as the “client” or the “Registrant”).

Ci-après dénommé le « Client » ou « Registrant »

## 1. DEFINITIONS

**Auth-info-code:** The auth-info code is a unique code generated on a per-domain basis and is used for authorization or confirmation of a transfer request. The registrar provides auth-info code to the Client.

**ICANN:** Acronym of Internet Corporation for Assigned Names and Numbers. It is a not-for-profit partnership of people from all over the world dedicated to keeping the Internet secure, stable and interoperable. It does have an important impact on the expansion and evolution of Internet, and is responsible for coordinating the management of the technical elements of Domain Name System (DNS).

**Domain Name:** is a series of valid characters which include letters (A-Z), digits (1-9) and dashes or hyphens plus a suffix .com, .net...commonly called extension.

**Registrant:** he is the holder of the domain name.

**Registry:** Registries are companies accredited by ICANN and are in charge of maintaining one unique database by extension (.com .net .org .info .biz) in which are gathered information about domain names.

**Registry Operator:** is the person or entity responsible for providing Registry Services for a specific TOP Level Domain (« TLD ») or Country Code Top Level Domain (« ccTLD ») or Sponsored Top Level Domain (« STLD ») in accordance with an agreement between ICANN or with the relevant governmental authority.

**WHOIS:** this is an Internet service that finds information about a domain name or IP address. The whois database contains the name, address, and phone number of the administrative, billing, and technical contacts of the domain name. Whois service can also be used to simply check if a domain name is available or if it has already been registered.

## 2. THE AGREEMENT

As a registrar, NAMEBAY offers registrations, renewals or transfers of Domain Names through official organisations called Registries.

Domain names registration and renewal services provided by NAMEBAY are subject to the terms and conditions contained in the following clauses (hereinafter referred to as Terms and Conditions).

NAMEBAY may modify the clauses of the Terms and Conditions and the Appendices at any time, in particular at the request of the ICANN or of any of the Domain Names Registry Operator as define below.

Any new version of the Terms and Conditions and Appendices shall become applicable as soon as it is published on the NAMEBAY web site. This version shall be applicable to any Domain Name or any renewal carried out after said publication.

The duly completed reservation form, the Terms and Conditions and their appendices shall constitute the agreement (hereinafter referred to as "Agreement") concluded between NAMEBAY and the Client or his representative and covering the Domain Names listed in the reservation form.

These appendices contain specific rules for some extensions.

The following ICANN policies apply to all gTlds Domain Names:

- DOC1 : Uniform Domain Name Dispute Resolution Policy  
<http://www.icann.org/udrp/udrp-policy-24oct99.htm>
- DOC2 : Rules for Uniform Domain Name Dispute Resolution Policy  
<http://www.icann.org/udrp/udrp-rules-24oct99.htm>
- DOC 3 : Policy on Transfer of Registrations between Registrars  
<http://www.icann.org/en/transfers/policy-en.htm>
- DOC 4 : Policy on Transfer Dispute: <http://www.icann.org/transfers/dispute-policy-12jul04.htm>

Under the terms of the Agreement, NAMEBAY hereby agrees to transmit the Client's application for registration and/or renewal of a top level domain name or names listed on the reservation form, under the conditions contained in the clauses below and in the Appendices, conditions contained in the Appendices prevailing, to the related Registry(ies) Operator(s) in charge of centralising the corresponding Domain Name registrations, and to make every effort to ensure that this application is successful.

## 3. CLIENT'S ABILITY TO CONTRACT

The Client or any representative of the Client hereby declares that they expressly have the necessary power, authority and legal capacity to enter into and execute the obligations contained in the Agreement.

By express agreement between the Client and NAMEBAY, when the Client sends the reservation form, this is sufficient to indicate the Client's full and unconditional acceptance of the terms of the Agreement and in particular of the Terms and Conditions, which the Client agrees to read in full prior to sending the aforementioned form.

## **4. LOGIN AND PASSWORD**

NAMEBAY attributes confidential login (ID contact) and password to the Client to connect to the NAMEBAY servers in order to realize various direct actions.

NAMEBAY shall in no way be held liable for any fraudulent use of these personal codes. The Client shall inform immediately NAMEBAY in case of lost, theft or disclosure of these login and passwords, and shall create new ones as soon as possible.

## **5. REGISTRATION PROCESS**

Applications to register or renew Domain Names are transmitted on line by the reservation form (<http://www.namebay.com/registration/whois.aspx> ), which contains some information (hereinafter referred to as « Information »).

### **5.1. Information provided by the Client**

The Client shall provide to NAMEBAY accurate, precise and reliable contact details, and shall promptly correct and update them during the term of the domain name registration, including: full name, the name and postal address, the e-mail address, the telephone number and if available the fax number, of the registrant, of the administrative contact, of the technical contact; name of the authorised person indicated as administrative contact when the registrant is an organization, an association or a corporation; DNS and IP addresses of primary and secondary name servers; and any other data that the related Registry requires as shown in the relevant appendix.

When the Client provides Information of any third parties for NAMEBAY by the reservation form on line, the Client or his representative declare have obtained agreement of these third parties.

### **5.2. Availability of domain name**

A domain name may appear to be available at the time of consulting the site through whois search service, when it is currently reserved or in the process of being reserved. In this case, the application shall be turned down and the Client shall not hold NAMEBAY or the Registry Operator liable for it.

The Domain Name shall be deemed to be registered only from such time as it has been processed by the Registry Operator.

NAMEBAY shall use its best efforts to send the Client's request to the Registry Operator within a period of 48 hours from the reception of the Information by NAMEBAY.

NAMEBAY shall not be held liable for any technical difficulties beyond its control encountered during the transmission and the recording of data by the Registry Operator.

NAMEBAY reserves the right to suspend, cancel or transfer any Domain Name in order to correct mistakes made by the Registry Operator or by NAMEBAY during the registration process.

Applications shall be transmitted by NAMEBAY to the Registry Operator using a secure interface. In no event shall NAMEBAY be obliged to use any other means.

## **6. REGISTRANT IDENTIFICATION**

The registrant's wilful provision of inaccurate or unreliable information, its wilful failure to update promptly Information provided to NAMEBAY, or its failure to respond for over fifteen calendar days to NAMEBAY inquiries concerning the accuracy of Information shall constitute a material breach of the contract between the Registrant and NAMEBAY and be basis for cancellation of the domain name registration according to article 21 "termination".

A registrant that intends to license use of a domain name to a third-party is nonetheless the Registrant of record and is responsible for providing its own full contact Information and for providing updating accurate administrative and technical contact Information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. A registrant licensing use of a domain name according to this provision shall accept liability for harm caused by wrongful use of the domain name, unless the registrant of record promptly discloses the identity of the licensee to a party providing the registrant reasonable evidence of action harm.

## **7. REGISTRATION REQUIREMENTS**

Prior to registration process, the Client acknowledges having read and understood the eligibility requirements of each TLDs.

The eligibility requirements are available on NAMEBAY website during the on line registration process. The Client elects the domain names for registration and therefore the Client may click on "conditions" and check that he complies with eligibility requirements.

The eligibility requirements of the main extensions are also available on appendices, and the Client expressly consents to have read and understood them.

Cancellation fees raises to 20% of the registration price and in any case will be lower than 10 euros.

NAMEBAY shall apply cancellation fees when the Client cancels the registration process, when registration is refused by the Registry Operator, or when the Client initiated registration of domain names without complying with the eligibility requirements.

Wilful failure to respond to NAMEBAY necessary documents' requests to confirm registration shall prevent from registration of the elected Domain Name for the Client. In no way, NAMEBAY shall be held liable, and in no way NAMEBAY will reimburse the Client.

## **8. RESPECT OF THIRD PARTIES RIGHTS**

The Client declares that he is solely responsible for the violations of rights of third parties, particularly the rights of intellectual property and personality rights, which may result from the registration or renewal of a domain name.

It is the Customer to conduct prior art searches on distinctive signs earlier, including trademark, trade name, company name, etc., And ensure that the chosen domain name does not affect them.

The Customer shall bear all consequences of any violation of these rights earlier.

## **9. ILLICIT USE**

The Client shall not use NAMEBAY services for illicit commercial purpose, or for the purpose of selling the domain name registration to the owner of property rights. In case of breach, the Client shall be liable for any loss or damage.

Le Client est seul responsable des éventuelles atteintes à l'ordre public, à la sécurité publique et aux bonnes mœurs qui pourraient survenir suite à l'enregistrement d'un nom de domaine.

The Client is held liable for damages caused by Domain Name registration to morality, security and laws in force.

In general, the Client agrees not to damage morality, security and laws in force with Domain Name registration.

## **10. WHOIS DATABASE**

a. In order to comply with the current rules and policies for the domain name system, the Information required when registering or renewing a domain name i.e.:

- i. the domain name (s) registered,
  - ii. the name and postal address of the registrant, e-mail address, voice telephone number and where available the fax number (s) of the technical and administrative contacts for the domain name(s),
  - iii. the name (s) and postal addresses, voice telephone number and where available the fax number (s) of the technical and administrative contacts for the domain name(s)
  - iv. the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s) ;
  - v. the DNS addresses names of primary and secondary name servers ;
  - vi. the original date of initial registration and (Vii) expiry date ;
  - vii. and any other data as required in the relevant TLD or ccTLD appendices ;
- Information will be made public by NAMEBAY in a searchable database (Whois) except restrictive ICANN rules or Registries.

b. The registrant expressly consent to the data processing referred to in the section (a) above.

## **11. RENEWAL OF DOMAIN NAME**

Domain Name registration must be periodically renewed. The renewal period shall depend on the original period applied for at the time of the initial Domain Name registration or of the previous renewal.

NAMEBAY shall notify the Client by e-mail reasonably in advance that the renewal fee must be paid for the domain name (s) concerned. This renewal fee shall be the price that is currently applicable on the renewal date.

This notification shall be sent to the billing contact and to the reseller contact if necessary.

If payment of the renewal price is not made within the time laid down, the concerning domain name(s) would not be renewed and the Client shall therefore be liable for the consequences. The Client hereby accepts Namebay deletion policy incorporated herein by reference.

During renewal, NAMEBAY reserves the right to ask the Client to confirm or to re-enter all or part of the Information.

## **12. DOMAIN NAME TRANSFER**

The Client may transfer its domain name(s) to any other person except restrictive terms prescribed by ICANN or Registries during the duration of this Agreement, subject to the Client having paid all sums due or to become due to NAMEBAY and subject to being no procedures concerning the Domain Name(s) either pending or resolved less than fifteen days previously, and provided that the new registrant complies with all rules and obligation related to the use of the Domain Name.

### **12.1. Transfer of cession certificate**

The transfer shall be performed by transmitting a certificate of transfer, a model version of which may be obtained by the Client from the NAMEBAY website. This certificate shall only be valid if it has been duly signed by the transferee and the Client. The transferee's signature indicates its acceptance of the terms of the Agreement.

The Client shall be held liable for any fraudulent or illicit use of its domain names.

### **12.2. Auth-code**

Auth-code is a code provided by the Registrar to transfer domain names out on registrant's request.

Auth-codes are strictly confidential. The Client may obtain auth-code by consulting its management account. The Client shall not disclose these auth-codes to third parties, and is held liable for management and preservation.

### **12.3. Legal transfer or cancellation**

Any definitive Court decision or arbitration decision, received by NAMEBAY, with order to transfer or to cancel a domain name shall be immediately executed without prior notification to the Client.

## **13. CHANGE OF REGISTRAR**

The Client may decide to change registrar on or after the 61st day following the registration of its Domain Name by NAMEBAY, provided that no procedures concerning the Domain Name(s) either pending or resolved less than fifteen days before.

### **13.1. Change of registrar from NAMEBAY to another registrar**

### **13.2. Change of Registrar from another Registrar to NAMEBAY**

Application to transfer a Domain Name to NAMEBAY shall be submitted online by using the registrar transfer form, available on the NAMEBAY website [www.namebay.com](http://www.namebay.com).

The Client represents and warrants that:

- The Information provided to NAMEBAY is accurate and complete,
- The person submitting the RCR is authorized to request a change of registrar and has the authority to legally bind the Registrant (as reflect in the database of the losing registrar).

When NAMEBAY receives the RCR, The ICANN standardized form labelled “Initial Authorization for Registrar Transfer” with a tracking number of the request will be sent by email to the current Transfer Contact to verify and obtain the transfer approval.

RCR will be considered as confirmed when NAMEBAY receives authorization of the Transfer Contact:

- by an online confirmation at the address indicated in the email concerning the RCR authorization form.

The RCR will be effective as soon as NAMEBAY receives the following:

- Authorization duly transmitted to NAMEBAY by the Domain Name Transfer Contact as reflected in the database of the losing registrar,
- The Registry Operator email notification that the RCR is accepted,
- The Registry Operator notification that the database has been updated to reflect the change to NAMEBAY.

The Client agrees that the RCR may be denied by NAMEBAY, the Registry Operator or the current registrar if, but not limited to:

- The current Transfer Contact fails to respond to the email notification within 30 days or failure to respond 2 days before the expiration date of the Domain Name,
- The current Transfer Contact denies the transfer of registrar,
- A situation described in the Domain Name Dispute Resolution Policy,
- A pending bankruptcy of the Registrant,
- A dispute or reasonable doubts over the identity of the Transfer contact,
- The RCR occurs within the first 60 days after the initial registration with NAMEBAY,
- The RCR occurs within the first 60 days after a previous transfer of registrar to NAMEBAY,

Irrespective of the reason and in case of RCR denial, transfer fees paid to NAMEBAY shall not be refunded to the Client.

Any transfer of registrar and any dispute regarding this procedure shall be subject to the specific ICANN rules hereunder mentioned and attached to this agreement:

- Policy on Transfer of Registrations between registrars:  
<http://www.icann.org/en/transfers/policy-en.htm>
- Registrar Transfer Dispute Resolution Policy:  
<http://www.icann.org/transfers/dispute-policy-12jul04.htm>

The aforementioned rules may be modified at any time by ICANN and these modifications shall be binding upon the Client, unless the Client requests that the Agreement be terminated as soon as they are modified.

## **14. FEES AND PAYMENT**

Registration and renewal fees are posted on the NAMEBAY website. These may vary at any time and, when applicable, shall include value added tax.

The applicable fees and taxes shall be those applicable on the day of registration or renewal.

Payment must be made by credit card (visa, MasterCard, Carte Bleue, Eurocard).

The registration procedure shall commence, at the earliest, at the time of receipt of the Client's credit card number and expiry date.

The total fee is due upon receipt of the registration or renewal request sent by the Client. The fee shall not be reimbursed if the competent authorities, ICANN or the Registry Operator suspend or cancel the Domain Name(s) for which the Client has requested registration or renewal.

## **15. ADDITIONAL SERVICES**

NAMEBAY can provide other services connected with domain names. These services may be ordered and invoiced separately, but except if other special provisions are stipulated, they are subjected to the herein Terms and Conditions. The suggested services are the following: email and web forwarding, pop accounts, advanced DNS management, specific webtools such as Application Programming Interface (API) or brand analyse report.

This list of services is not exhaustive. Any other additional services linked to domain names are subjected to this herein Terms and Conditions.

## **16. MODIFICATION OF PRICE LIST**

NAMEBAY reserves the right to modify its price list according to possible variations imposed by Registries, to monetary parity or to additional taxes. New price list shall become applicable as soon as it is published on the NAMEBAY web site. This version shall be applicable to any Domain Name or any renewal carried out after this publication.

## **17. DATA / PRIVACY**

The Client hereby expressly authorises NAMEBAY to transmit all or part of the Information concerning the Client to third parties, notably to ICANN and the Registry Operator. This

Information may be used for canvassing or sales activities in accordance with Monegasque legislation and application regulations.

However, the Client may prevent the transmission and/or filing of Information, unless this transmission and/or filing is indispensable for the proper registration and management of the Domain Names or for the compliance with agreements signed with ICANN and the Registry Operator. Such opposition must be sent by e-mail to NAMEBAY [donneespersonnelles@namebay.com](mailto:donneespersonnelles@namebay.com).

The Client shall have the right to access and rectify data concerning it, and may exercise this right by using its administration interface available on the NAMEBAY website.

NAMEBAY hereby agrees not to keep on file, process or transmit all or part of the Information which would contravene the rules mentioned in this agreement, and to take all reasonable precautions to protect all or part of the Information from loss or fraudulent use.

The Client hereby acknowledges that NAMEBAY is the outright and worldwide owner of all data bases constructed using the Information, as well as extracts and compilations of these databases. These databases may contain any information that NAMEBAY may have obtained as part of this Agreement.

## **18. NAMEBAY'S LIABILITY**

NAMEBAY does its best efforts to provide services.

NAMEBAY provides the following services:

- Domain availability search on whois database ;
- domain names registration, renewal and transfer ;

Availability of domain names on NAMEBAY website [www.namebay.com](http://www.namebay.com) through whois service, and confirmation of reservation provided by e-mail address when the process registration initiated and the fees paid are just provided for information. Only the registration by Registry confirms effective registration to the Client.

On Information receipt, NAMEBAY shall do its best efforts to transmit as soon as possible the Client's request to the relevant Registry.

In no way NAMEBAY shall be held liable towards the Client or towards third parties for any harm, loss or direct damage, or for any indirect or consecutive damage caused by any event beyond its control, notably in case of unintentional interruption of service, interruption of internet network, of any technical problem disrupting registration system or for all damages caused by the registries.

In no way NAMEBAY shall be held liable towards the Client or towards third parties for any harm, loss or direct damage, or for any indirect or consecutive damage of any kind whatsoever, of any financial or commercial damage, loss of clients, of public image, of any commercial trouble, of loss of data and domain names, that may occur due to:

- the use of the Domain Name belonging to the Client by a third party,
- any delay or interruption of access to the Registry Operator's domain name registration system,
- any events beyond NAMEBAY's control,
- any error or omission or action by the Registries or ICANN,
- the enforcement of the ICANN and Registries Uniform Domain Name Dispute Resolution Policy,
- a loss of domain name,

In all events, NAMEBAY'S financial liability shall be limited to the amounts actually paid by the Client to NAMEBAY during the 12 months period preceding the occurrence of the event which caused NAMEBAY to become liable.

NAMEBAY shall in no way be held liable for total or partial failure to execute the agreement due to force majeure.

By express agreement, the interruption, breakdown, sabotage of means of telecommunications, fire, flooding, damage, riots, wars, strikes, lock outs either at NAMEBAY or at its suppliers or service providers, and any delays in delivery by NAMEBAY'S suppliers and service providers shall in particular be deemed to be force majeure, even if they are only partial and whatever the cause may be.

## **19. COMPENSATION FOR NAMEBAY**

The Client hereby agrees to compensate and protect NAMEBAY, Registry Operator, ICANN and any person acting on their behalf against any legal action, complaint, lawsuit, application or liability, and agrees to do all that is possible to avoid such action being taken, as a result of the Client's actions or omissions in relation to the Domain Name(s) or their use, and also agrees to cover all costs and expenses that may arise from this, including their legal advisors' fees and expenses.

This compensation shall be added to that arising from the ICANN Uniform Domain Name Dispute Resolution Policy.

## **20. CONFLICT RESOLUTION**

The Client hereby agrees to comply with the provisions of the ICANN Uniform Domain Name Dispute Resolution Policy. The Policy is made up of two documents, hereby attached to this agreement:

- The first concerning dispute resolution (<http://www.icann.org/udrp/udrp-policy-24oct99.htm>),

- The second relating to the rules for the application of this policy (<http://icann.org/udrp/udrp-rules-24oct99.htm> ).

Any dispute regarding a Domain Name shall be subject to these rules.

Moreover any dispute regarding Domain Name shall be subject to specific rules as described in the relevant TLD or ccTLD appendices.

In particular, the Client agrees that the Domain Name may be suspended, cancelled or transferred to allow any dispute relating to it to be resolved.

The aforementioned rules may be modified at any time by ICANN or by the Registry Operator and these modifications shall be binding upon the Client, unless the Client requests that the Agreement be terminated as soon as it is modified.

## **21. TERMINATION**

By a simple e-mail notification, NAMEBAY may terminate the agreement and remove all or part of the Domain Names registered at the Client's request if the Client does not comply with any one of the provisions of the Agreement.

In this respect, NAMEBAY shall owe no compensation to the Client.

The Client may terminate the Agreement with NAMEBAY at any time by providing 30 (thirty) days' notice, subject to all sums due or to become due by the Client to NAMEBAY being paid in full.

## **22. DURATION**

This Agreement is concluded for the duration of the period for which the Client has applied for registration rights relating to its domain name.

Clauses 2, 13, 18 and 19 of this agreement shall apply following the termination for any reason.

## **23. INVALID CLAUSE**

In case one of the clauses of this agreement was declared invalid as regards laws, the other clauses of the agreement shall apply.

## **24. ELECTION OF DOMICILE**

For the requirements of this Agreement, the Parties hereby elect domicile:

- For the Client, at the e-mail address of the administrative contact given to NAMEBAY ;
- For NAMEBAY, at the e-mail address indicated in this Agreement;

The Client agrees to provide update of contacts in case of modification as soon as possible.

## **25. APPLICABLE LAW AND JURISDICTION**

Only the Monegasque law shall be applicable to this Agreement, unless otherwise mentioned in the relevant appendices.

For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile and (2) where NAMEBAY is located.

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## APPENDICES

The following appendices apply in addition to the Terms and Conditions for Domain Name Registration and Renewal. Specific conflict resolution policies or Registries Terms and Conditions, which may be modified at any time by the registries or the competent authorities, shall become applicable as soon as it is published on the registries or competent authorities web sites.

These appendices are a part of the Agreement when the Client has selected a particular extension for domain name registration.

### ANNEXE 1 – Generic Names

These domain names called « generic names » are in restricted number.

Registries are entities elected by ICANN and manage domain names attribution.

Registries are listed on ICANN website ([www.icann.org](http://www.icann.org)).

According to article 20 of Terms and Conditions, the Client agrees to comply with provisions of Uniform Domain Name Dispute Resolution Policy.

In addition, registries or competent authorities have specific Uniform Domain Name Dispute Resolution Policy described in the appendices for each extension.

#### 1. gTLDs : Generic Top Level Domain

##### 1.1. .com, .net

The registry is VeriSign Global Registry Services.

##### 1.2. .org

The registry is Public Interest Registry.

##### 1.3. .biz

The registry is Neulevel Inc.

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

- <http://neulevel.com/countdown/registrationRestrictions.html>

In particular, the Registrant agrees having read and understood the conditions of the following documents:

- The Restrictions Dispute-Resolution Policy (RDRP):  
<http://www.neulevel.biz/ardp/docs/rdrp.html>

##### 1.4. .info

The registry is Afilias Ltd.

In particular, the Registrant agrees having read and understood the conditions of the following documents:

- [http://www.afilias.info/register/dispute\\_resolution/](http://www.afilias.info/register/dispute_resolution/)

### 1.5. .name

The registry is Global Name Registry.

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

- <http://www.gnr.name/policies.html>

<http://www.gnr.name/downloads/aup.pdf>

In particular, the Registrant agrees having read and understood the conditions of the following documents:

- The Eligibility Requirements:

<http://www.gnr.name/eligibility-requirements.html>

- The Eligibility Requirements Dispute Policy (ERDP):

<http://www.gnr.name/erdrp.html>

### 1.6. .xxx

The registry is ICM Registry LLC.

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

- <http://www.icmregistry.com/Registrar/Documents/Registry-Registrant-Agreement.pdf>

In particular, the Registrant agrees having read and understood the conditions of the following documents:

- The Launch Plan and Policies

<http://www.icmregistry.com/launch-plan.php>

The application fee is non-refundable during Sunrise period, Landrush and General Availability.

## 2. sTLDs: Sponsored Top Level Domain

These domain names are called sponsored because their management is led by a specified organism, the sponsor which creates specific rules.

### 2.1. .aero

The registry is la Société Internationale de Télécommunications Aéronautiques (SITA).

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

- <http://www.information.aero/registration/>
- <http://www.information.aero/registration/policies/dmp>

In particular, the Registrant agrees having read and understood the conditions of the following documents:

- The Eligibility Reconsideration Policy

[http://www.information.aero/registration/policies/erp\\_rules](http://www.information.aero/registration/policies/erp_rules)

- The Charter Eligibility Dispute Resolution Policy

[http://www.information.aero/registration/policies/cedrp\\_rules](http://www.information.aero/registration/policies/cedrp_rules)

## 2.2. .mobi

The registry is mTLD Top Level Domain.

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

- [www.mtld.mobi](http://www.mtld.mobi)

The Client consent to the monitoring of the website for compliance in accordance to practices described at the following address [www.mtld.mobi](http://www.mtld.mobi) . In case of non compliance, the registry reserves the right to suspend the domain name.

In particular, the Registrant agrees having read and understood the conditions of the following documents:

- <http://mtld.mobi/domain/dispute>

## 2.3. .travel

The registry is Tralliance Corporation.

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

- <http://www.ttpc.travel/docs/Dec07TravelPolicies.pdf>
- <http://www.travel.travel/PDFs/2010TravelPolicies-Redline.pdf>

In particular, the Registrant agrees having read and understood the conditions of the following documents:

- The Charter Eligibility Dispute Resolution Policy (CEDRP):

<http://www.travel.travel/danddframe.htm>

## **ANNEXE 2 –the geographical domain names**

The geographical domain names are linked to geographical areas. This area is connected with a State.

### **1. Les ccTLDs : Country Code Top Level Domain in Europe**

#### **1.1. .FR**

The registry is Afnic.

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

- The Terms and Conditions  
<http://www.afnic.fr/fr/ressources/documents-de-reference/chartes/>

In particular, the Registrant agrees having read and understood the conditions of the following documents:

- Conflict resolutions policies (PARL) :  
<http://www.afnic.fr/doc/ref/juridique/parl>

## Penalties

In case the registry decides to take action against NAMEBAY and to impose penalties like impossibility to proceed to administration acts, blocked account or termination of the agreement, the Client who may be a reseller declares that NAMEBAY shall not be held liable for all the consequences, that is to say for all damages, direct losses, all types of direct and indirect damages, which could be suffered by the Client because of these penalties.

In all events, NAMEBAY'S financial liability shall be limited to the amounts actually paid by the Client to NAMEBAY during the 12 months period preceding the occurrence of the event which caused NAMEBAY to become liable.

### 1.2. .BE

The registry is DNS BE.

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

<http://www.dns.be/fr/107415>

The Client acknowledges having read and understood the conflict resolutions conditions:

- Policy for fraudulent registration of domain names :  
<http://www.dns.be/pdf/Wet20030909.pdf>
- Conflict resolution policies <http://www.dns.be/fr/home.php?n=45.002>

### 1.3. .UK

The registry is Nominet.

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

- The Terms and Conditions :  
<http://www.nic.uk/registrants/aboutdomainnames/legal/terms/>
- Registration requirements and rules

<http://www.nic.uk/registrants/aboutdomainnames/rules/>

The registrant acknowledges having read and understood the following conflict resolution policies:

- Conflict resolution policy

<http://www.nic.uk/disputes/drs/policy/>

<http://www.nic.uk/disputes/drs/procedure/>

#### 1.4. .DE

The registry is DENIC.

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

<http://www.denic.de/de/bedingungen.html>

The registrant acknowledges having read and understood the following conflict resolution policies:

<http://www.denic.de/en/domains/recht/dispute-eintraege/index.html>

#### 1.5. .ES

The registry is Esnic.

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

- The Terms and Conditions [https://www.nic.es/ingles/tus\\_dominios/index.html](https://www.nic.es/ingles/tus_dominios/index.html)

The registrant acknowledges having read and understood the following conflict resolution policies:

<https://www.nic.es/recupere/index.html>

#### 1.6. .EU

The registry is Eurid.

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

<http://www.eurid.eu/content/view/32/54/lang.fr/>

The registrant acknowledges having read and understood the following conflict resolution policies:

- La Procédure Alternative de Résolution des Litiges : <http://www.adr.eu/>

## 1.7. .CH

Le registre est SWITCH.

- Le client reconnaît avoir pris connaissance, avoir lu et compris les conditions particulières d'enregistrement, lesquelles sont disponibles à l'adresse suivante :

<https://www.nic.ch/reg/ocLoad.action?res=EF6GW7LBPN6G2235EFVGC6LAMJQW62RBPJVXYY35EFHUSTCRPA3CGP2RNB6CA7TKNA>

Le registrant certifie avoir pris connaissance des conditions des documents suivants, régissant la résolution des conflits, de les avoir lues et comprises :

- La Procédure Alternative de Résolution des Litiges :  
<https://www.nic.ch/reg/ocView.action?activeNode=55fb5462-159f-11dc-ad19-0016355aca76>
- Lorsque le client souhaite renouveler un domaine .ch, il doit impérativement le renouveler avant le 25 du mois de son expiration. A défaut, la suppression du nom de domaine sera adressée au Registre.

## 2. Les ccTLDs : Country Code Top Level Domain hors Europe

### 2.1. .US

The registry is Neustar.

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

<http://www.nic.us/policies/index.html>

[http://www.nic.us/policies/docs/ustld\\_nexus\\_requirements.pdf](http://www.nic.us/policies/docs/ustld_nexus_requirements.pdf)

The registrant acknowledges having read and understood the following conflict resolution policies:

- usTLD Dispute Resolution Policy :  
<http://www.nic.us/policies/docs/usdrp.pdf>  
<http://www.nic.us/policies/index.html>

### 2.2. .CN

The registry is China Internet Network Information Center.

The Client acknowledges having read and understood the particular registration conditions, and agrees to be bound by terms and conditions available at the following address:

- CNNIC Implementing Rules of Domain Name Registration :

<http://www.cnnic.net.cn/html/Dir/2003/11/20/1379.htm>

- Policies :

<http://www.cnnic.net.cn/en/index/OP/index.htm>

The registrant acknowledges having read and understood the following conflict resolution policies:

- Rules for CNNIC Domain Name Dispute Resolution Policy :  
<http://www.cnnic.net.cn/html/Dir/2006/03/15/3655.htm>
- CNNIC Domain Name Dispute Resolution Policy :  
<http://www.cnnic.net.cn/html/Dir/2006/02/14/4008.htm>

## 2.3. .ASIA

The registry is DotAsia.

### 2.3.1. Registration requirements

<http://www.dotasia.org/>

The registrant acknowledges having read and understood and agrees to be bound by registry policies available at the following address : <http://www.dotasia.org/>

The registrant agrees to comply with ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator DotAsia Organisation Limited has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.

The registrant agrees to comply with all the operational standards, policies, procedures, and practices for the .ASIA Registry as established from time to time in a non-arbitrary manner by DotAsia Organisation Limited (“Registries Policies”).

### 2.3.2. CED Contact

Le CED contact (“Charter Eligibility Declaration contact”) est le contact désigné pour remplir les conditions requises pour l’enregistrement d’un .ASIA.

A Charter Eligibility Declaration (CED) Contact is a contact that is designated to make the declaration that it meets the Charter Eligibility for registering a .ASIA domain name. The CED contact is one of the following contacts: technical contact, administrative contact, billing contact.

When the registrant provides its own CED contact, NAMEBAY shall not be held liable in any case if the registrant application is rejected by DotAsia Registry because of non compliance with the Charter of Eligibility.

When NAMEBAY provides CED contact with the registrant, NAMEBAY makes its best effort to comply with the Charter of Eligibility requirements providing CED contact corresponding to the specific requirement to be located to Asia Community.

NAMEBAY shall not be held liable in any case and at any time if the Registrant application is rejected by DotAsia Registry, or if the registered domain name is on hold or deleted by Dotasia Registry.

### *2.3.3. CHARTER ELIGIBILITY DECLARATION CONTACT'S JOINT RESPONSABILITY*

The Registrant acknowledges and agrees to comply with the .ASIA Charter Eligibility Requirement available at the following address:

<http://www.dotasia.org/policies/DotAsia-Charter-Eligibility--COMPLETE-2007-08-15.pdf>

The Registrant acting as Registrant Contact represents and warrants that it has made known to the Charter Eligibility Declaration Contact "the CED Contact", and the CED Contact has agreed, that the registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the registrant's legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by provisions in the DotAsia Organisation Limited's .ASIA Charter Eligibility Requirement Policy published from time to time.

Registrant acting as Registrant Contact agrees that it has obtained an agreement from CED Contact that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.

### *2.3.4. OPN Contact*

Notifications and communications regarding documentary evidence for an application will be sent to OPN contact. Updates to the OPN contact will not be permitted during Sunrise. The Client must provide correct contacts in order to receive those notifications and communications especially during the auction process.

NAMEBAY shall not be held liable in case of any incorrect OPN contacts provided by the Client.

### *2.3.5. APPLICATION FEES*

Application fees are not refundable. NAMEBAY only agrees to reimburse the registration price for non registered domain names.

### *2.3.6. Registration control*

The Client agrees to communicate at any time, within 48 hours, any supporting documents requested by Namebay. If the Client does not obey to this condition, NAMEBAY reserves the right to hold or to delete the registered domain name.

### *2.3.7. Reconsideration process*

If the Verification Agent is faced with erroneous information, it is entitled to reject the domain name application. Nevertheless, it is possible for the rejected domain name applicant to initiate a Reconsideration Process.

When the Reconsideration Process is initiated, NAMEBAY will charge a reconsideration fee.

#### *2.3.8. Dispute Resolution Policies*

The Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP").

### **2.4. .TEL**

The registry is Telnic.

#### *2.4.1. Registration requirements*

The registrant acknowledges having read and understood and agrees to be bound by registry policies available at the following address:

[http://static.telnic.org/downloads/Sunrise\\_Policy.pdf](http://static.telnic.org/downloads/Sunrise_Policy.pdf)

#### *2.4.2. Application fees*

Application fees are not refundable. NAMEBAY only agrees to reimburse the registration price for non registered domain names.

#### *2.4.3. Registration control*

The Client agrees to communicate at any time, within 48 hours, any supporting documents requested by Namebay, which justify Intellectual Property rights. Translation in English of these documents may be requested. If the Client does not obey to these conditions, and does not provide within the term the requested documents, NAMEBAY in no way shall be liable and reserves the right to hold or to delete the registered domain name.

#### *2.4.4. Sunrise reconsideration proceedings*

The Client acknowledges and agrees that the Verification Agent is entitled to reject the domain name application. Nevertheless, the Client can submit within 10 calendar days a request for Reconsideration to the Validation agent.

When the application is accepted by the Validation agent, third parties including other Sunrise applicants can submit within 10 calendar days a request to the Validation agent for preventing registration.

When the reconsideration proceeding is initiated, NAMEBAY will charge a reconsideration fee.

#### *2.4.5. Dispute Resolution Policies*

The Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP").