

## ANNEX .EUS - SPECIAL CONDITIONS FOR THE .EUS TLD

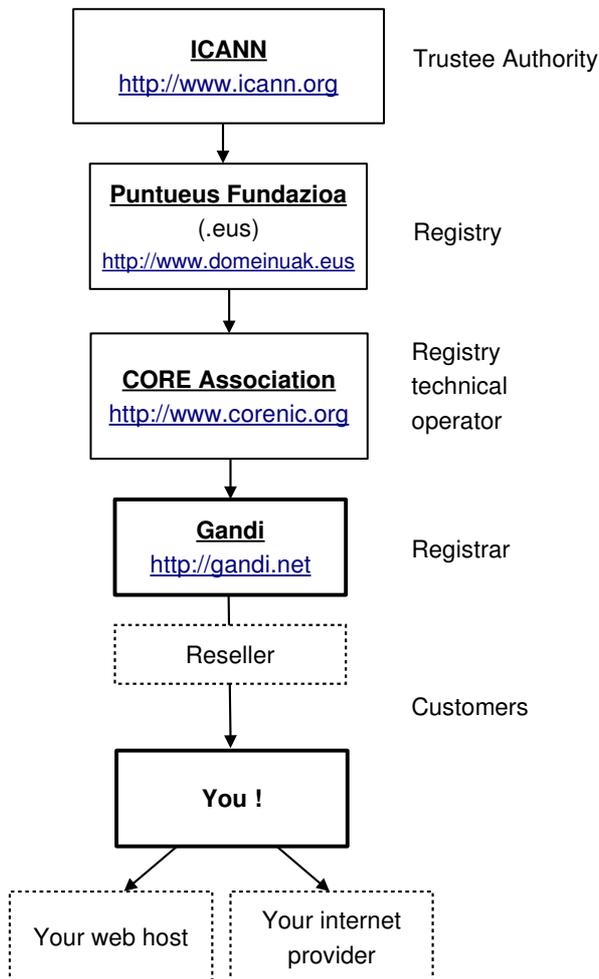
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In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .EUS domain name implies the acceptance of and compliance to the present special conditions contained herein.

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 .EUS.1. Trustee authority and Registry

.EUS is a generic Top-Level-Domain (gTLD) to promote the Basque language and culture and to provide the backbone to the Basque Language and Culture Community. The following diagram presents the various parties involved for the .EUS TLD:



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

### Section .EUS.2. Registration terms and conditions

When You apply to register a .EUS domain name, You acknowledge that You have fully understood, and that You certify

to have full knowledge of and that You agree to abide by all the rules and specific conditions of .EUS domain names, as defined by ICANN, Puntueus Fundazioa and CORE Association and which may be viewed at the following pages:

- Registration Policy:  
[http://www.domeinuak.eus/static/puntuEUS\\_GeneralRegistratio\\_nPolicy\\_en\\_en.pdf](http://www.domeinuak.eus/static/puntuEUS_GeneralRegistratio_nPolicy_en_en.pdf)
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .EUS Registry. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and to have accepted these rules on Our website.

The Registry is a third party beneficiary of the present contract, entitled to enforce its rights vested by the present contract. The third party beneficiary rights of the Registry shall survive any termination of the present contract.

The contract between ICANN and the .EUS Registry is available at the following address:

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

### Section .EUS.3. Special requirements

.EUS special requirements are available at:  
<http://www.gandi.net/domain/eus/info>

.EUS domain names are open to anyone with a connection to the Basque community at the time of the registration of the domain name and throughout the duration of the registration.

To be eligible to the registration of a .EUS domain name, You must fulfil the two following requirements:

- You must have a bona-fide membership of the Basque linguistic and cultural community on the Internet. The community consists of those who use or commit to use the Basque language for their online communications, and/or promote the different aspects of Basque culture online, and/or intend to specifically address their online communications and services to that community,
- Your actions in the Basque linguistic and cultural community, as

well as the use of Your domain name, must be:

- generally accepted as legitimate,
- beneficial to the cause and the values of the Basque linguistic and cultural community,
- commensurate with the role and importance of the registered domain name,
- in good faith at the time of registration and thereafter.

The website accessible via Your domain name have to contain significant minimum content in Basque language or be related to Basque culture.

During the registration of Your domain name, You have to indicate the reason of Your registration and the intended use of Your domain name. You can also explain Your connection with the Basque community.

The Registry may request You, at any time, to state or reaffirm Your connection to the Basque community and/or Your intended use of the domain name. A false statement can be a basis for the suspension or destruction of Your domain name.

#### **Section .EUS.4. “Trademark Claim Notice” period**

In accordance with ICANN rules, during at least 90 days upon general opening, a “Trademark Claim Notice” period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the “labels” generated), You will receive a warning notice (“Trademark Claim Notice”) in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be sent to the Registry.

If You confirm Your registration request, third parties who own an identical mark are notified of Your registration.

For requests made in preregistration, beginning one day prior to the opening of the period concerned, Gandi will notify You by email of the “Trademark Claim Notice” and Your registration request will be put in “error” until You confirm or cancel Your registration via Our interface. It being specified that, in accordance with ICANN rules, if You do not confirm the notice, Gandi will not send Your registration request to the Registry upon the opening of the concerned period and cannot, in any case, be held liable for the non-registration of Your domain name and particularly if the domain name is registered by a third party who has validated the “Trademark Claim Notice” upon the opening of the period concerned.

It is Your sole and entire responsibility to confirm, if You want, all the notices received before the opening of the concerned period and the sending of Your request to the Registry.

#### **Section .EUS.5. Reserved names domain names**

Some words are reserved or prohibited:

- agreement between ICANN and the Registre (specification 5. schedule of reserved names):  
<http://www.icann.org/en/about/agreements/registries/eus>
- Basque Municipalities names (reserved to the competent authority),
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

#### **Section .EUS.6. Registration term**

The registration term is from 1 to 10 years, to avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

#### **Section .EUS.7. Pricing**

Our prices may be viewed at:

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

#### **Section .EUS.8. Storage of contact information**

In application of ICANN contracts, all personal and technical information associated with the registration of Your 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 two following years.

In application of Registry rules, Your personal data are also transmitted to an escrow agent, the “NCC”, designated by the Registry, to be held in escrow with no use other than verification that the deposited data is complete, consistent and in proper format, until release to ICANN.

You expressly consent to the use, copying, distribution, publication in particular in the [Whois](#) database, modification and any other processing and transferring of Your personal data in accordance with the registration policy established by the Registry.

#### **Section .EUS.9. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) .EUS domains, that You agree fully abide by.

You may view general documentation on the UDRP procedure at the following addresses:

- ICANN domain name dispute resolution policies:  
<http://www.icann.org/udrp>
- explanations:  
<http://www.icann.org/en/udrp/udrp.htm>
- Policy:

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

- Rules:  
<http://www.icann.org/dndr/udrp/uniform-rules.htm>
- Dispute Resolution Service Providers:  
<http://www.icann.org/en/dndr/udrp/approved-providers.htm>

The URS rules are available at the following page:

<http://newgtlds.icann.org/en/applicants/urs>

The Registry has also adopted the ERDRP procedure (Eligibility and Reconsideration Dispute Resolution Policy) which sets out the terms and conditions in connection with any challenge to a decision made by the Registry concerning Your eligibility to register a .EUS domain name, as will be available on the Registry website.

#### **Section .EUS.10. Transfer (change of Registrar)**

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain, please make sure You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name:

- does not have a TransferProhibited status,
- does not expire soon (We recommend that You start the transfer request at least 1 month prior to its Expiration),
- was created at least 60 days prior to the request,
- has not been transferred within the last 60 days.

The transfer's completion requires Your confirmation (by e-mail).

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

#### **Section .EUS.11. Ownership change**

The ownership change process is available on Our Interface and requires the confirmation of both parties by e-mail.

The owner change of a domain name does not change the domain's expiration date.

#### **Section .EUS.12. Deletion process**

**Upon the Expiration of the domain**, We suspend (Hold) the domain name for 45 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then the domain goes into Redemption Period for an additional 30 days, and all associated technical services are deactivated. It can only be restored during this period in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department.

If the domain is neither renewed nor restored within these

deadlines, the Registry shall place the domain on "Pending Delete" status for several days, and then delete the domain name, which will become available for registration on a "first-come first-served" basis.

#### **Section .EUS.13. Registrant representations and guarantees**

You agree to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry can delete Your domain name.

In any case, You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

You commit Yourself, to the maximum extent permitted by law, to indemnify, defend and hold harmless the Registry, Registry service providers as well as the directors, officers, employees and agents of the Registry from and against any claim, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to the registration and/or the use of Your domain name. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

#### **Section .EUS.14. Exclusion of liability and actions of the Registry**

You expressly acknowledge and accept that the Registry and the Registry service providers acting on behalf of the Registry reserve the right to change the status of a domain name during the resolution of a dispute or a compliance procedure (ie: put on "hold", "lock" or similar status), as well as to reject, delete, suspend, modify, transfer to a third party any domain name, that it deems necessary, in their sole and entire discretion, in order to:

- protect the integrity, security and stability of the domain names and Registry systems,
- comply with all applicable laws, government rules or requirements, request of law enforcement or any other relevant authority, or in compliance with any dispute resolution process,
- avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors and employees,
- stop or prevent any violations of and ensure compliance with ICANN and the Registry rules and/or the present contract,
- correct mistakes made by the Registry, the Registry service providers or any Registrar in relation to the registration of a domain name.

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