

ANNEX .SWISS - SPECIAL CONDITIONS FOR THE .SWISS TLD

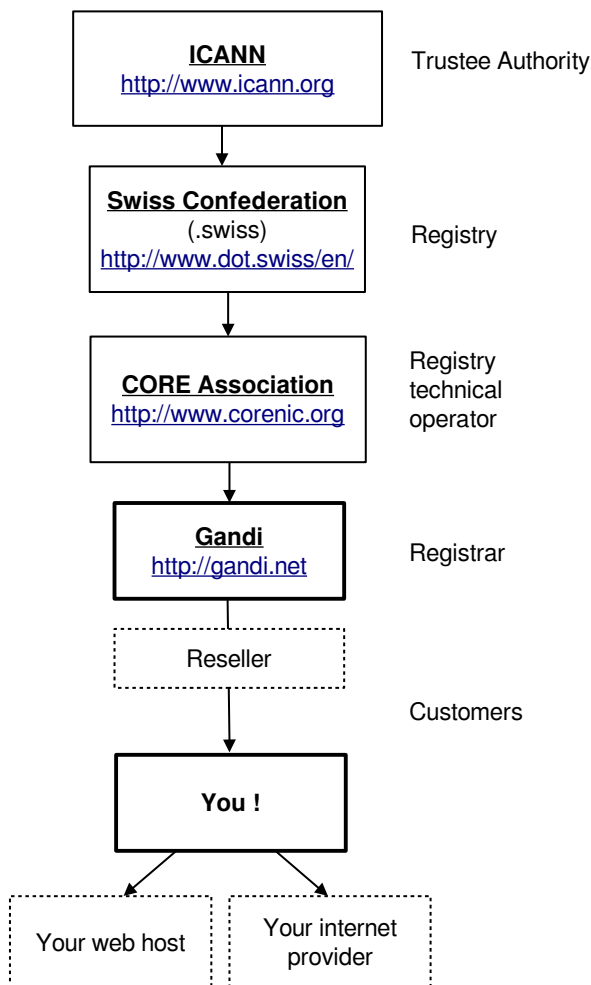
version 1.0 – September the 7th, 2015

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .SWISS 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 .SWISS.1. Trustee authority and Registry

.SWISS is a generic Top-Level-Domain (gTLD) to promote the Swiss community. The following diagram presents the various parties involved for the .SWISS TLD:



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

Section .SWISS.2. Registration terms and conditions

When You apply to register a .SWISS 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 .SWISS domain names, as defined by ICANN, Swiss Confederation and CORE Association and which may be viewed at the following pages:

- Registration Policy:
http://www.dot.swiss/images/pdf/Policy_GRP_e.pdf
- Launch Policy
http://www.dot.swiss/images/pdf/Policy_LP_e.pdf
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>
- registration for .SWISS must comply with the n°784.104.2 Ordinance of 5 November 2014 on Internet Domains (OID):
<https://www.admin.ch/opc/fr/classified-compilation/20141744/index.html>

These contracts bind You to the .SWISS 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 .SWISS Registry is available at the following address:
<http://www.icann.org/en/about/agreements/registries/swiss>

Section .SWISS.3. Launch Rules

The .SWISS domain name launch will occur in 3 phases: Sunrise, other prior rights and general opening.

The Sunrise and other prior rights phases will run from September 7th 2015 to November 9th 2015. General opening is scheduled for January 11th 2016. These dates are not definitive and are subject to change by the Registry.

Section .SWISS.4. Special requirements

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

.SWISS domain names are open to legal entity with sufficient link to Switzerland at the time of the registration and during all the time of the registration.

4.1 General Eligibility Requirements

To register and renew a .SWISS domain name You must fulfill all the following requirements:

- You must be a legal entity with sufficient link to Switzerland. This occurs if You are:
 - A public body or another public organization under Swiss public law;
 - A legal entity registered in the Swiss Commercial Register having its seat in Switzerland and an effective site of administration in

Switzerland; or

- An association or foundation not registered in the swiss commercial register having its seat and an effective site of administration in Switzerland.

- If the domain name is used to provide products or services or to advertise them, a seat and an effective place of administration are required.

- The domain name applied for must legitimately be considered as objectively linked to the applicant or the intended use of the domain name. This occurs in particular if the domain name satisfies one of the following conditions:

- it contains a name for which the applicant holds a trademark right,
- it refers to a name objectively linked to the state or its activities that is required by the respective public body or the public law organization concerned,

- it contains a geographical designation, or a clear variation or abbreviation of a name, to which the applicant has a legitimate right or interest, to which it has a legitimate right or interest in the public mind, or it is authorized to use by the public body or bodies or other organizations concerned,

- it reflects a name in which the applicant has a legitimate interest or which is associated with the applicant in the public mind, and

- The requested name is not a designation with a generic character, without prejudice to be eligible under the Registry's naming mandate program as set forth in section 6 of the registration policy: http://www.dot.swiss/images/pdf/Policy_GRP_e.pdf. In exceptional cases, the Registry may allocate domain names which do not meet the eligibility requirements set forth in this section when the interest of this allocation for the Swiss community so justifies.

During the registration of Your domain name on Our Interface, You have to :

- supply an "enterprise ID" information (IDE/UID/IDI) if you are a company,
- indicate the reason of Your registration and the intended use of Your domain name.

Domain application validation involves the validation of the registrant contact (if this has not already been done for another domain application) as well as a preliminary examination of whether the application complies with the eligibility rules. The Registry may ask the registrar, the reseller or registrant to correct or complete the data. The rejection or withdrawal of an application triggers a full refund of the application fee from Registry to Registrar. However, the Registry may deny a refund in case of abusive behavior.

4.2 Allocation process

Applications are assigned to a publication phase at the moment their validation is completed. A new publication phase starts on a Wednesday at 13:00 UTC every week, ending 20 calendar days later at 13:00 UTC on a Tuesday.

Once Your .SWISS domain name application is submitted, the Registry will examine it and it will publish it for 20 days. During this publication period other applicants may submit a registration application for this same domain name.

If there is more than one eligible application for the same name, the name will be allocated:

- To the applying public body or organization under public law if such organization is in contention against private applicants and if the applied for name is in itself in the public interest,
- To the one amongst the applying public bodies or organizations under public law which intends to use the domain in a way offering a clearly superior added value for the Swiss community compared to

the other intended uses; if no project satisfies this requirement and if the public bodies or organizations under public law are unable to agree on a single or combined application, the Registry will abstain from allocating the domain name.

- Amongst private applicants:

- To the applicant which has a right to a trademark corresponding to the domain name concerned when it is in competition with applicants not benefiting from such a right.

- To the highest bidder in an auction when the applicants have competing rights to trademark corresponding to the domain name concerned, unless an auction appears inappropriate in view of all the circumstances or in view of the applicants involved; the proceeds of the auctions accrue to the federal coffers,

- If no applicant holds a trademark right:

- To the one who first submitted the registration request if all applicants are not-for-profit entities and effectively pursue such aims, or

- To the one amongst the applicants which intends to use the domain in a way offering a clearly superior added value for the Swiss community compared to the other intended uses; if no project satisfies this requirement and if the applicants are unable to agree on a single or combined application, the Registry submits the assignment to a drawing of lots or to an auction; the proceeds of the auctions accrue to the federal coffers.

If the domain name is allocated to another person following the publication phase, You may be refund subject to full reimbursement by the Registry.

Section .SWISS.5. Sunrise

5.1 Eligibility rules

Only owners of a trademark registered with the trademark rights protection mechanism "TMCH" (Trademark Clearinghouse) established by ICANN are eligible to make a request during the Sunrise period.

As a TMCH trademark agent, Gandi can proceed with the registration of Your trademarks with TMCH (service reserved to Our Corporate customers, please contact Our [Corporate team](#)).

Eligibility conditions concerning the registration of a trademark with TMCH and the applicable rules are available at the following address: <http://www.trademark-clearinghouse.com/downloads>

Once Your trademark has been validated, TMCH generates one or several "labels" strictly identical to Your trademark.

Upon the submission of Your trademark with TMCH, You can choose the Sunrise service, provided that Your trademark has been validated by TMCH. The Sunrise service includes:

- generating a "SMD" (Signed Mark Data) file that proves the validation of Your trademark and allows You to make a registration request during the Sunrise period for one or several domain names strictly identical to the "label(s)" generated, provided that You comply with the eligibility conditions and rules enacted by the Registry,

- sending notifications (NORNs) that inform You of the registration of a domain name identical to Your trademark by a third party during the Sunrise period.

During Your registration request on Our interface, You must upload Your "SMD" file for verification.

5.2 Allocation rules

Applications eligible under this Sunrise Period category will be allocated with top priority over any other applications.

All applications received during the launch phase are subject to a publication period ending 20 calendar days after the last domain applied for during launch period has been validated and published. Until the end of those 20 days, any domain may still be applied for by other parties.

If there is more than one eligible application for the same name, the name in contention will be allocated:

- To the applying public body or organization under public law if such organization is in contention against private applicants and if the applied name is in itself in the public interest,
- To the one amongst the applying public bodies or organizations under public law which intends to use the domain in a way offering a clearly superior added value for the Swiss community compared to the other intended uses; if no project satisfies this requirement and if the public bodies or organizations under public law are unable to agree on a single or combined application, the Registry will abstain from allocating the domain name.
- Amongst private applicants:
 - To the highest bidder in an auction, unless an auction appears inappropriate in view of all the circumstances or in view of the applicants involved; the proceeds of the auctions accrue to the Federal coffers; or
 - To the one who first submitted the registration request if all applicants are not for-profit entities and effectively pursue such aims.

5.3 Dispute resolution

Any dispute relative to the validation of Your trademark with TMCH must be submitted in accordance with the dispute resolution procedure established by TMCH:

<http://www.trademark-clearinghouse.com/dispute>

Any dispute arising from the allocation of a domain name during the Sunrise period must be submitted in accordance with the dispute resolution procedure established by the Registry that You agree fully abide by:

http://www.dot.swiss/images/pdf/Policy_SDRP_e.pdf

5.4. Refund Conditions

If Your application is rejected or if the domain name is not granted to You, You can be refund subject to full reimbursement by the Registry.

Section .SWISS.6. Other prior rights

6.1. Eligibility rules

Limited registration period for the following names with prior rights:

- names matching Indications of Source and Geographical Indications in Switzerland recognized by Swiss Law or by International Treaties in which Switzerland is a member,
- names matching trademarks with effect in Switzerland. Namely:
 - National Swiss trademarks registered at the Swiss trademark office (Swiss Federal Institute of Intellectual Property-<https://www.ige.ch/en.html>),
 - WIPO International trademarks with legal effect in Switzerland according to the Madrid system (<http://www.wipo.int/romarin>),
- names of legal entities registered in the Swiss Commercial Register having its seat in Switzerland and an effective site of

administration in Switzerland (including clear variations and/or abbreviations thereof)

Registrations during the other prior rights phase are not available on Our Interface, please contact Our customer service department.

6.2. Allocation rules

All applications received during the launch phase are subject to a publication period ending 20 calendar days after the last domain applied for during launch period has been validated and published. Until the end of those 20 days, any domain may still be applied for by other parties.

If there is more than one eligible application for the same name, the name will be allocated:

- To the applying public body or organization under public law if such organization is in contention against private applicants and if the applied name is in itself in the public interest,
- To the one amongst the applying public bodies or organizations under public law which intends to use the domain in a way offering a clearly superior added value for the Swiss community compared to the other intended uses; if no project satisfies this requirement and if the public bodies or organizations under public law are unable to agree on a single or combined application, the Registry will abstain from allocating the domain name.
- Amongst private applicants:
 - To the highest bidder in an auction, unless an auction appears inappropriate in view of all the circumstances or in view of the applicants involved; the proceeds of the auctions accrue to the federal coffers; or
 - To the one who first submitted the registration request if all applicants are not-for-profit entities and effectively pursue such aims.

No other criteria (such as type of prior right) will apply.

6.3. Dispute resolution

Allocations and rejections of domain names under this category will be able to be challenged through the general revision procedure for the allocation .SWISS domain names defined at the following pages:

- Launch Policy:
http://www.dot.swiss/images/pdf/Policy_LP_e.pdf
(5.6 Challenges to domain names allocated or rejected under this category)
- Registration Policy:
http://www.dot.swiss/images/pdf/Policy_GRP_e.pdf
(12.1 General Revision Process)

6.4. Refund Conditions

If Your application is rejected or if the domain name is not granted to You, You can be refund subject to full reimbursement by the Registry.

Section .SWISS.7. "Trademark Claim Notice" period

In accordance with ICANN rules, other prior rights periods and 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 .SWISS.8. Reserved names domain names

Some words are reserved or prohibited:

- agreement between ICANN and the Registry (specification 5. schedule of reserved names) : <http://www.icann.org/en/about/agreements/registries/swiss>
- domain names reserved by the Registry: http://www.dot.swiss/images/pdf/Policy_GRP_e.pdf (4)
- designations or categories of designations listed in the Section 3.3 of the registration policy are reserved for a certain kind of person : http://www.dot.swiss/images/pdf/Policy_GRP_e.pdf
- domain names which correspond to or which are connected with designations of a generic character with a particular interest for all or part of the Swiss community may only be allocated under a naming mandate as described in the Section 6 of the registration policy : http://www.dot.swiss/images/pdf/Policy_GRP_e.pdf

Some domain names can be available for registration via Our interface but may be assigned in naming mandate by the Registry. In this case You will be contacted by the Registry. Naming mandates are subject to specific fees that Our customer service department can provide you with upon request.

Section .SWISS.9. Registration term

The registration term is 1 year for applications made during Sunrise and other prior rights phases and 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 .SWISS.10. Pricing

Our prices may be viewed at:
<http://www.gandi.net/domain/price/detail/swiss>

Section .SWISS.11. 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.

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.

With respect to third-party individuals (such as contacts associated to Your domain name) whose contact information You may provide Us with, You warrant that You have informed them:

- of the intended uses and recipients of their contact information,
- of the means allowing them to access and, if necessary, modify the contact information We hold about them.

You also represent and guarantee that You have obtained from such third-party individuals the corresponding consent to process their personal data in accordance with the registration policy.

Section .SWISS.12. Dispute resolution policy

General Revision Process

Allocations, rejections, revocations and blockings of domain names under the registration policy may be challenged through the general revision procedure set forth in Section 27.4 of the OID. Specifically, upon formal request of revision by the interested party, the OFCOM will take a formal decision (ruling), which can be further appealed before the Federal Administrative Court according to the Federal Act on Administrative Procedure (Administrative Procedure Act, APA, CC 172. 021; <http://www.admin.ch/opc/en/classified-compilation/19680294/index.html>).

You agree to adhere and agree to comply with the resolution of disputes concerning Your .SWISS domain name under this general revision process.

ICANN's Dispute Resolution Procedures

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) .SWISS 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>

Section .SWISS.13. 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 .SWISS.14. 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 .SWISS.15. 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 .SWISS.16. 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, and the directors, officers, servants and agents of the Registry for any claim, damages, liability, costs and expenses arising out of or in connection with the registration and/or 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.

You will ensure that at all times the use of Your .SWISS domain name serves the interests of the Swiss community, its image and its

political, economic, legal or cultural interests in Switzerland and in the world.

Furthermore, You undertake in particular not to:

- use Your .SWISS domain name in violation of any rights of third-parties, including any intellectual property rights in the broadest possible sense;
- use Your .SWISS domain name to send unsolicited commercial advertisements in contradiction with the Swiss legislation or customary acceptable usage policies of the Internet;
- use Your .SWISS domain name for the sole purpose of selling it, reselling it or transferring it in some manner to third parties. Furthermore, You will not enable, contribute or willingly aid any third party to do so; and
- use Your .SWISS domain name in a manner that, in the Registry's opinion, may damage or bring into disrepute the name, image or reputation of Switzerland, the Swiss Confederation or other Swiss public bodies, the Swiss community in general or the concerned Swiss communities.

Section .SWISS.17. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that 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, block, modify, transfer to a third party any domain name, that it deems necessary, in its sole and entire discretion:

- in order to protect the integrity, security and stability of the domain names and Registry systems,
- comply with all laws and government rules or requirements, or any dispute resolution procedure,
- in order to avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors and employees,
- in order to stop or prevent any violation of the provisions and conditions of this contract and the Registry rules;
- in order to ensure compliance with ICANN and the Registry rules,
- in order to correct mistakes made by the Registry or any Registrar in relation to the registration of a domain name.
- when it appears that a generic designation allocated as a "regular" domain name should be assigned under a naming mandate; in which case the beneficiary of the naming mandate will pay the former holder compensation which includes all the costs of registration and management of the revoked domain name,
- when the domain name contains a geographical denomination, which is of particular interest ,
- for all or part of the Swiss community and is required by a public body or another public law organization; in which case the former will pay the former holder compensation which includes all the costs of registration and management of the revoked domain name,
- when it seems appropriate, according to the Registry, to avoid any liability on the part of the Swiss Confederation, its agents, officers, directors, representatives and employees,
- when You are in a state of bankruptcy, liquidation or in administration proceedings.

- end of annex .SWISS-