

## **Conditions particulières noms de domaine .COM / .NET / .NAME**

*Le Client reconnaît avoir pris connaissance et accepter les conditions suivantes édictées par le Registre officiel, « VeriSign Inc. », applicables à l'enregistrement des noms de domaine en .COM/.NET/.NAME :*

### **REGISTRANT'S OBLIGATIONS TO THE REGISTRY OPERATOR: Use of Personal Data by Registry Operator**

The Registrant\* consents to the use, copying, distribution, publication, modification and other processing of its Personal Data by VeriSign Inc. and its designees and agents in a manner consistent with the purposes specified pursuant to the Registry-Registrar Agreement and with relevant mandatory local data protection, laws and privacy.

### **Timely Update of Information**

The Registrant agrees to correct and update the registration information for the Registered Name immediately during the registration term for the Registered Name.

### **Compliance with Registry and ICANN Policies**

In addition to the complying with the Registrar's policies, the Registrant agrees to comply with those ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator VeriSign Inc. 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 .COM/.NET/.NAME Registry as established from time to time in a non-arbitrary manner by VeriSign Inc. (« Registry Policies »). The Registrant acknowledges that Registry Policies are applicable to all registrars and/or registrants. Any changes of the Registry Policies by VeriSign Inc. that are consistent with the Registry Agreement shall be effective upon thirty (30) days' notice by VeriSign Inc. to Registrar. The Registrant agrees to be bound by the terms and conditions as set down by VeriSign Inc.

### **Dispute Resolution**

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

### **Indemnity Given to Registry Operator**

The Registrant agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry Operator VeriSign Inc. and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use.

Notwithstanding the other provisions in this Agreement, the Registered Name Holder agrees that this indemnification obligation shall survive the termination or expiration of this registration agreement. The Registrant agrees to submit to proceedings commenced under other dispute resolution policies as set forth by VeriSign Inc. from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right

holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .COM/.NET/.NAME Registry.

### **VeriSign's Reservation of Rights**

The Registrant acknowledges and agrees that VeriSign Inc. reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of VeriSign Inc. as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein: or (v) to correct mistakes made by VeriSign Inc., the Registry Services Provider or any registrar in connection with a domain name registration. VeriSign Inc. also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

### **VeriSign Inc. as Intended Third-Party Beneficiary**

Notwithstanding anything in this Agreement to the contrary, VeriSign Inc. , the Registry Operator of the .COM/.NET/.NAME TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of VeriSign Inc. have vested and that it has relied on its third party beneficiary rights under this Agreement in agreeing to Mailclub SAS being a registrar for the .COM/.NET/.NAME TLD. Additionally, the third party beneficiary rights of VeriSign Inc. shall survive any termination or expiration of this Agreement.

### **Conflict between this Section with Other Sections of Registration Agreement**

The Registrant acknowledges that in the event of conflict between this section of the Agreement and other sections of the same, this section shall prevail.

### **Jurisdiction and applicable law:**

Any dispute, controversy or claim between the Domain Name Holder and Registry relating to a Domain Name or a request for a Domain Name shall be subject to the internal laws of the commonwealth of Virginia, United States of America without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the commonwealth of Virginia to the rights and duties of the parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought otherwise commenced in any state or federal court located in the eastern district of the commonwealth of Virginia. Each party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each state and federal court located in the eastern district of the commonwealth of Virginia (and each appellate court located in the commonwealth of Virginia) in connection with any such legal proceeding.

**Note \*** : « Registrant » = détenteur du nom de domaine.