

Conditions particulières noms de domaine .INFO

Le Client reconnaît avoir pris connaissance et accepter les conditions suivantes édictées par le registre officiel, « Afiliás » applicables à l'enregistrement des noms de domaine en .INFO :

REGISTRANT'S OBLIGATIONS TO THE REGISTRY OPERATOR:

3. OBLIGATIONS OF REGISTRAR

3.1. Accredited Registrar. During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD.

3.2. Registrar Responsibility for Customer Support. Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders. Registrar shall publish to Registered Name Holders emergency contact information for critical situations such as domain name hijacking.

3.3. Registrar's Registration Agreement. At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Afiliás under this Agreement.

3.4. Indemnification Required of Registered Name Holders. In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Afiliás and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, 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. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

3.5. Compliance with Terms and Conditions. Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following requirements:

3.5.1. ICANN standards, policies, procedures, and practices for which Afiliás has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

3.5.2. operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Afiliás in a non-arbitrary manner and applicable to all registrars, including affiliates of Afiliás, and consistent with ICANN's standards, policies, procedures, and practices and Afiliás' Registry Agreement with ICANN. Additional or revised Afiliás operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by Afiliás to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's registration agreement, the terms of this Agreement shall supercede those of the Registrar's registration agreement.

3.6. Additional Requirements for Registration Agreement. In addition to the provisions of Subsection 3.5, in its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:

3.6.1. consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Afiliás and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6;

3.6.2. submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (« UDRP »); and

3.6.3. immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;

3.6.4. agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Afiliás has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the landrush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration; and

3.6.5. acknowledge and agree that Afiliás reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Afiliás, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by Afiliás or any Registrar in connection with a domain name registration. Afiliás also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

3.7. Data Submission Requirements.

3.7.1. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Afiliás a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in Afiliás' operation of the Registry TLD.

3.7.2. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Afiliás in a timely manner.

3.8. Security.

3.8.1. Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar shall employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Afiliás, any

other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, Afiliás may require other reasonable security provisions to ensure that the Registry System is secure and stable.

3.8.2. Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer (« SSL ») protocol. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by a commercial certification authority identified by the Afiliás and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify Afiliás within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.

3.8.3. Registrar shall not provide identical Registrar-generated authorization codes for domain names registered by different registrants with the same Registrar. Afiliás in its sole discretion may choose to modify codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP or EPP). Documentation of these mechanisms shall be made available to Registrar by Afiliás. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within five (5) calendar days.

3.9. Resolution of Technical Problems. Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP, the APIs and the systems of Afiliás in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, Afiliás may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Afiliás.

3.10. Time. In the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry records shall control.

3.11. Transfer of Registration Sponsorship. Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN (the "Transfer Policy").

3.12. Restrictions on Registered Names. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.