

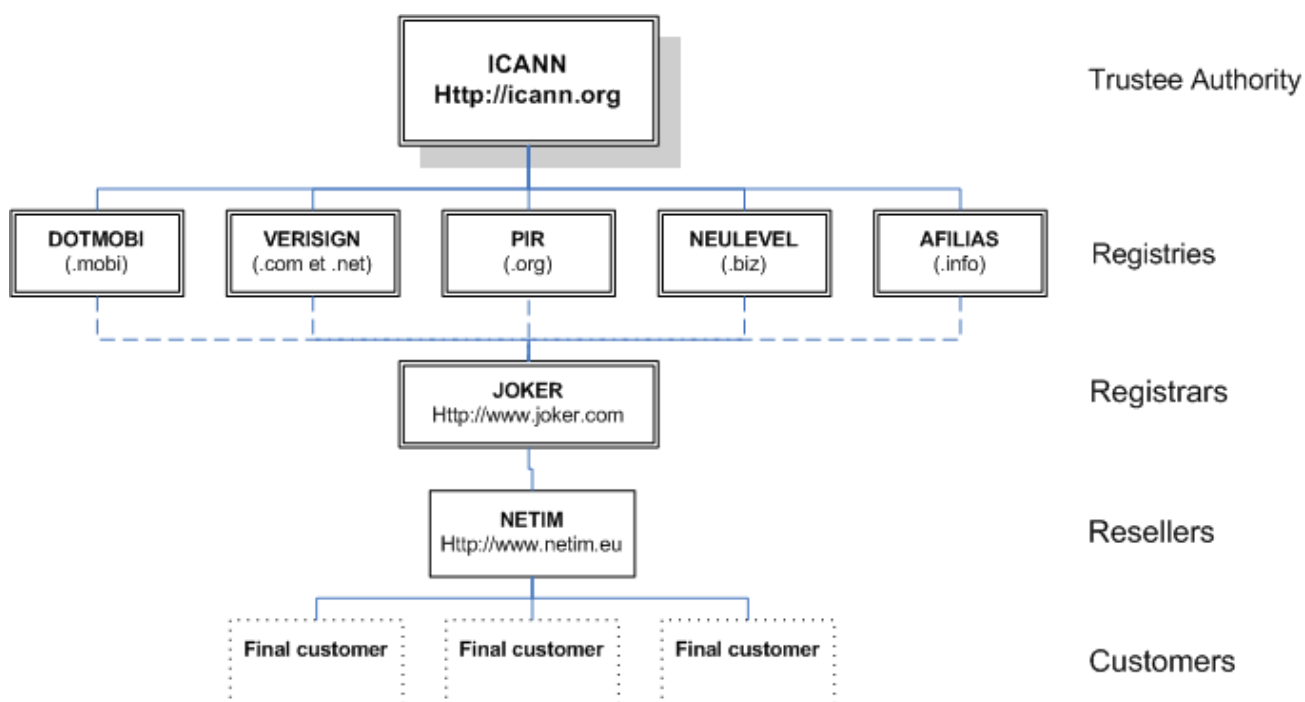
ANNEXE A - SPECIAL TERMS AND CONDITIONS FOR THE GENERIC EXTENSIONS: .COM .NET .ORG .BIZ .INFO .MOBI .NAME

In addition to the general terms and conditions CG-ND, the registration or use of a Domain Name in a .COM .NET .ORG .BIZ .INFO .NAME or .MOBI Extension implies the acceptance and respect of these special terms and conditions CP-ND-A.

All terms employed in these special terms and conditions beginning with a capital letter are to be interpreted in compliance with the definition assigned to them in the general terms and conditions CG-ND.

CLAUSE 1A: TRUSTEE AUTHORITY AND REGISTRY

1A.1 The following diagram shows the different operators and the naming system for these Extensions



1A.2 NETIM® is a reseller for the Registrar JOKER, certified by ICANN and certified for these Extensions. NETIM® is therefore obliged to pass onto the Client the regulations applied by the Trustee Authority, the Registry or its Registrar.

CLAUSE 2A: REGISTRATION REGULATIONS

2A.1 Domain Names under these Extensions are registered on a "*first come, first served*" basis

2A.2 The Client declares and guarantees that the Domain Name respects the rights of third-parties, all currently applicable laws and regulations as well as the regulations for each Extension which can be consulted on the ICANN Website, via the following links:

<http://www.icann.org/tlds/agreements/verisign/com-index.htm>

<http://www.icann.org/tlds/agreements/verisign/net-index.htm>

<http://www.icann.org/tlds/agreements/org>

<http://www.icann.org/tlds/agreements/biz>

<http://www.icann.org/tlds/agreements/info>

<http://www.icann.org/tlds/agreements/mobi>

<http://www.icann.org/tlds/agreements/name>

2A.3 The registration of a Domain Name in .BIZ also implies compliance with the following additional regulations, laid down by the ICANN, which the Client acknowledges and undertakes to respecting:

<http://www.icann.org/tlds/agreements/biz/registry-agmt-appl-18apr01.htm>

Under the terms of these regulations, the Client declares and guarantees particularly, under its sole and full responsibility and for the full duration of the Domain Name:

- i) that the Domain Name shall be used in good faith and mainly for commercial purposes and not exclusively for personal purposes;
- ii) that the Domain Name is not registered with the sole aim of selling it, exchanging it, renting it or to make money out of it in any way, neither to carry out unsolicited offers of sale, exchange or rental of the Domain Name or to make money out of such offers
- iii) that the requested Domain Name is, at the time of registration, associated to the Client's business operations in a reasonable manner, or that the Client intends to use it for commercial purposes;

NETIM® does not inspect or verify whether or not a Domain Name in .BIZ is used in compliance with these restrictions. The fact that the Client can register the Domain Name with NETIM® services does not pre-suppose its full compliance with these regulations and NETIM® cannot be held responsible on these grounds.

2A.4 All disputes relative to the choice and to the registration of Domain Names in these Extensions are subject to different regulations and procedures for the resolution of disputes, detailed below in clause 5A, to which the Client accepts to comply when registering the Domain Name.

CLAUSE 3A: TRANSFER REGULATIONS

3A.1 The transfer of a Domain Name registered in these Extensions from another Registrar to NETIM® (also referred to as "incoming transfer") is subject to particular conditions specific to each Extension.

3A.2 The effective processing of the transfer is not immediate and implies the intervention of several actors. It does not depend exclusively on NETIM® and is particularly subject to the following restrictions:

- i) no transfer can intervene within sixty (60) days after the initial creation of the Domain Name with the previous Registrar
- ii) no transfer can intervene within forty five (45) days after the last renewal of the Domain Name with the previous Registrar
- iii) the Domain Name's status may be such that it prohibits the transfer (for example, when in "Lock" or "Transfer Prohibited" status).
- iv) the Client must provide one or several authorisation codes (also referred to as "Auth-ID") provided by the previous Registrar; If the Client refuses or does not explicitly authorise the requested transfer in compliance with these procedures, the transfer shall fail without compensation or refund from NETIM®
- v) the previous Registrar may oppose the transfer of the Domain Name to NETIM®, for reasons which it must justify
- vi) the transfer is prohibited when a contentious, legal, arbitral or UDRP procedure is underway. Cf. Clause 5A

3A.3 A transfer protection feature is provided in the Manager. Locking ("Lock" or "TransferProhibited status", depending on the Extension) is used to protect the Domain Name managed by NETIM® against requests for transfer to a different Registrar

3A.4 In the context of a transfer of a Domain Name to another Registrar (also referred to as "outgoing transfer"), the authorisation codes can be obtained in the Manager and are sent by electronic mail to the Client's email address.

CLAUSE 4A: EXPIRY / RESTORATION REGULATIONS

4A.1 When the Domain Name's expiry date has passed, and failing prior renewal by the Client, the Domain Name shall be frozen and disabled for a period of thirty (30) calendar days during which all NETIM®'s associated services shall not be available. The Domain Name shall be referred to as in "HOLD" status

4A.2 Any Domain Name in "HOLD" status can be renewed under the same conditions as a simple renewal. Once payment of the price in full has been received by NETIM®, the Domain Name and its associated services shall be re-activated for the new chosen duration starting from the previous expiry date. Nevertheless, the re-activation process may take several days to propagate across the Internet.

4A.3 If the Client has not renewed the Domain Name by the end of the freeze period, the Domain Name shall be destroyed by NETIM® or by the Registrar usually used by NETIM®.

4A.4 If a Domain Name has been destroyed since under than thirty (30) calendar days, it can be restored subject to the following conditions and procedures, and depending on the details provided to NETIM® when carrying out said procedures:

- i) the restoration is only technically possible during this "buy-back" period (depending on the Registry: "Redemption Period" or "Pending Delete Restorable") which is the thirty (30) day period between the destruction of the Domain Name by NETIM®, or by the Registrar usually used by NETIM®, and its destruction by the Registry
- ii) payment for the restoration must be made seven (7) days before the destruction of the Domain Name by the Registry, to enable NETIM® to carry out the operation within the time limit. Failing this, it shall not be possible to restore the Domain Name and NETIM® cannot be held responsible on these grounds.
- iii) the restoration procedure restores the domain's previous parameters (personal and technical information) and extends by one (1) year the duration of the Domain Name's registration starting from the previous expiry date.

CLAUSE 5A: MANAGEMENT OF DISPUTES

5A.1 The ICANN has enacted "Uniform Domain Name Dispute Resolution Policies" (UDRP) and the corresponding regulations of procedure, which can be consulted at the following addresses:

<http://www.icann.org/udrp/> (explanations in English)

<http://www.icann.org/udrp/udrp.htm> (explanations in English)

<http://www.icann.org/dndr/udrp/policy.htm> (guidelines)

<http://www.icann.org/dndr/udrp/uniform-rules.htm> (procedure regulations)

5A.2 The Client agrees to have acknowledged these principles and regulations (below the "UDRP" regulations and procedures), which are integrated into these special terms and conditions by means of a hyperlink, and undertakes to respecting them.

5A.3 In application of these UDRP Regulations and Principles, the Client notably accepts that NETIM® or the Registrar usually used by NETIM®, intervenes on the registration of this Domain Name in the context of a dispute concerning said Domain Name and more specifically in application of a court order, or of a sentence from a court of arbitration or of an order from an administrative commission certified by ICANN.

CLAUSE 6A: CONTRACTUAL AMENDMENTS FOR SPECIAL TERMS AND CONDITIONS

6A.1 The regulations laid down by the Trustee Authority and the Registry are subject to change. These changes, linked to the naming system for .COM, .NET, .ORG, .BIZ, .INFO, or .MOBI extensions, are imposed by ICANN and the Registries in charge of these different Extensions and represent changes that are not beyond NETIM®'s control.

6A.2 In the case where the special terms and conditions herein have been modified, NETIM® shall notify the client at least one (1) month before they come into force. If the Client does not accept them, NETIM® is entitled to terminate the Agreement without penalty for termination and without compensation entitlement for the Client, in compliance with the General Terms and Conditions CG-ND.