

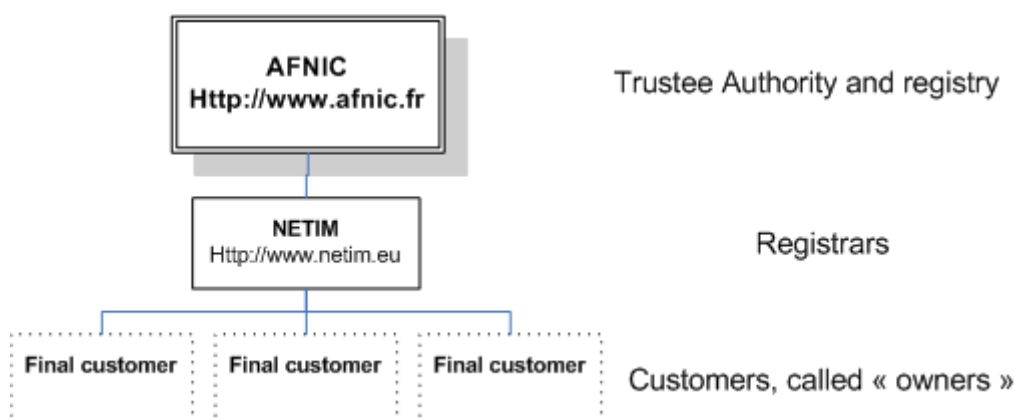
## ANNEXE B - SPECIAL TERMS AND CONDITIONS FOR THE EXTENSION .FR

In addition to the general terms and conditions CG-ND, the registration and use of a .FR Domain (and its second level) implies the acceptance and respect of these special terms and conditions CP-ND-B.

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 1B: TRUSTEE AUTHORITY AND REGISTRY

1B.1 The following diagram shows the different operators and the naming system this Extension



1B.2 NETIM® is a member of AFNIC and act as an official registration office for the management of .FR domain names

### CLAUSE 2B: REGISTRATION REGULATIONS

2B.1 Domain Names under this Extension are registered on a "*first come, first served*" basis, unless if exception is made by AFNIC (i.e. for prohibited or reserved terms).

2B.2 The Client declares and guarantees that the Domain Name respects the rights of third-parties, currently applicable laws and regulations as well as regulations specific to the Extension, which can be consulted at the following addresses:

<http://www.afnic.fr/obtenir/chartes/nommage-fr> (Naming charter)

<http://www.afnic.fr/obtenir/chartes/fondamentaux> (prohibited and reserved terms)

The Client agrees to have read and approved these contractual documents (below, the "AFNIC Regulations") which link it to the AFNIC Registry. The present special terms do not substitute these regulations which are integrated by means of a hyperlink.

2B.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 3B: TRANSFER REGULATIONS

3B.1 The Client initiates, through the intermediary of NETIM®, a transfer request (also referred to as "change of delegation") for a Domain Name in .FR from another registration office to NETIM® (also referred to as "ingoing transfer") according to the procedure specified on our site, and in compliance with AFNIC Regulations:

<http://www.afnic.fr/obtenir/chartes/nommage-fr>

3B.2 The transfer does not take effect immediately and requires approval for the transfer from the Client's former Registration office. The latter has a fifteen (15) day period to submit this opposition to the AFNIC, the effect of which shall be to suspend the procedure for an additional period of six (6) weeks. During this period, the Client is responsible for cancelling the transfer with NETIM®, or for proceeding with the required procedures with the former Registration Office so that it shall accept the transfer. Subsequently, the transfer of a domain in .FR can take two (2) to six (6) weeks, unless the former Registration Office speeds up the procedure by explicitly expressing its agreement with the AFNIC.

3B.3 In the context of a transfer of a Domain Name to another Registrar (also referred to as "outgoing transfer"), and in compliance with AFNIC Regulations, NETIM® shall systematically refuse any transfer that has not first been notified by registered mail with acknowledgement of receipt.

## CLAUSE 4B: EXPIRY / RESTORATION REGULATIONS

4B.1 When the Domain Name's expiry date has passed without prior renewal by the Client, NETIM® shall submit a request for the deletion of the Domain Name to the Registry

4B.2 In accordance with the AFNIC's technical specifications, **it is not possible to restore** a Domain Name in .FR when it has been destroyed.

## CLAUSE 5B: MANAGEMENT OF DISPUTES

5B.1 The AFNIC prescribes specific regulations and an alternative procedure for settling differences concerning domain names in .FR, stipulated in the naming charter called "PARL", available for consultation at the following address:

<http://www.afnic.fr/doc/ref/juridique/parl>

5B.2 The Client agrees to have acknowledged these principles and regulations and undertakes to respecting them (below the "PARL regulations"), integrated by means of a hyperlink to these special terms and conditions.

5B.3 In application of these PARL Regulations, the Client accepts that any disputes concerning its Domain Name in .FR may be subject to these regulations

## **CLAUSE 6B: CONTRACTUAL AMENDMENTS FOR SPECIAL TERMS AND CONDITIONS**

6B.1 Regulation laid down by the Trustee Authority and the Registry are subject to change. These changes, linked to the naming system for .FR extensions are imposed by AFNIC in charge of this Extension and represent changes that are not beyond NETIM®'s control.

6B.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.