

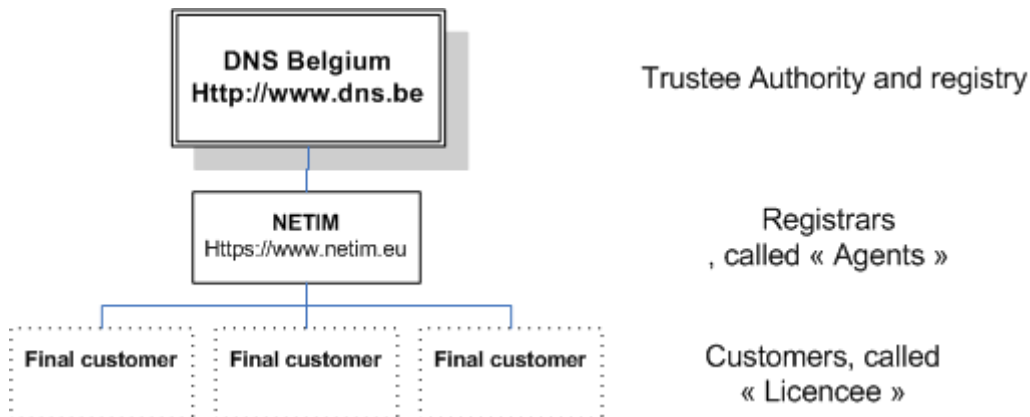
ANNEXE BE - SPECIAL TERMS AND CONDITIONS FOR THE ccTLD .BE

In addition to the general terms and conditions CG-ND, the registration or use of a Domain Name in a .BE Extension implies the acceptance and respect of these special terms and conditions CP-ND-BE.

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.

SECTION BE.1: TRUSTEE AUTHORITY AND REGISTRY

BE.1.1 The following diagram shows the different operators and the naming system for this Extension



BE.1.2 NETIM® is an agent of DNS Belgium and act as an official registrar for the management of .BE domain names

SECTION BE.2: REGISTRATION REGULATIONS

BE.2.1 Domain Names under this Extension are registered on a "*first come, first served*" basis

BE.2.2 The Client declares and guarantees that the Domain Name respects the rights of third-parties, currently applicable laws as well as the regulations specific to the Extension, which can be consulted at the following addresses:

http://www.dns.be/pdf/Enduser_Terms_And_Conditions_fr_v4.1.pdf

The Client agrees to have read and accepted this contractual document (the "DNS BE Regulations" below) which links it to the DNS BE Registry. These special terms and conditions do not substitute these regulations which are integrated by means of a hyperlink.

BE.2.3 All disputes relative to the choice and to the registration of Domain Names in this Extension are subject to different regulations and procedures for the resolution of disputes, detailed below in SECTION BE.5, to which the Client accepts to comply when registering the Domain Name.

SECTION BE.3: TRANSFER REGULATIONS

BE.3.1 The Client initiates through the intermediary of NETIM® a transfer request for a Domain Name in .BE from another registration Agent to NETIM® (also referred to as "incoming transfer"), according to the procedure specified on our site, and in compliance with BE DNS Regulations:

<http://www.netim.eu/transfer/transfer-be-domain-name.php>

BE.3.2 The transfer does not take effect immediately. The Client must follow the described procedure and, particularly, must approve the transfer to the registry following a format specified on the Registry's Website.

BE.3.3 If the Client refuses or does not approve the transfer according to the terms stipulated by the Registry, the transfer cannot be proceeded with and the Client may not claim any compensation or refund from NETIM®

SECTION BE.4: EXPIRY / RESTORATION REGULATIONS

BE.4.1 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. The Domain Name shall then be disabled for a period of forty (40) calendar days during which all NETIM®'s associated services shall no longer be available. The Domain Name shall be referred to as in "quarantine" status

BE.4.2 If a Domain Name has been destroyed with the past forty (40) calendar days, it can be reactivated subject to the following conditions and procedures, and depending on the details provided to NETIM® when carrying out these procedures:

- i) restoration is only possible from a technical point of view for the so-called "quarantine" period, which is the forty (40) day period between the destruction of the Domain Name 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, the Domain Name might not be restored and NETIM® cannot be held responsible on these grounds.
- iii) the restoration procedure restores the Domain Name'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.

SECTION BE.5: MANAGEMENT OF DISPUTES

BE.5.1 DNS BE prescribes specific regulations and an alternative procedure for settling differences complemented by the "policy for settling disputes", relative to Domain Names in .BE, consultable at the following address:

<http://www.dns.be/en/home.php?n=45.001>

BE.5.2 The Client agrees to have acknowledged and undertakes to respect these principles and regulations ("ADR Regulations" for "Alternative Dispute Resolution" below), integrated by means of a hyperlink to these special terms and conditions.

BE.5.3 In application of these ADR Regulations, the Client accepts that any disputes concerning its Domain Name in .BE may be subject to these regulations

SECTION BE.6: REGISTRY INTERVENTIONS

BE.6.1 DNS BE reserves the right to terminate, at any point in time, the Client's license of use for the Domain Name, if the Client does not comply with or no longer complies with DNS BE Regulations, and NETIM® shall not have the right to intervene. If the Client does not rectify this failure within fourteen (14) days after the formal warning sent by electronic mail by DNS BE or through the intermediary of NETIM®, it being specified that the fact of not providing a valid electronic mail address always represents a failure to comply with the DNS BE Regulations.



SECTION BE.7: CONTRACTUAL AMENDMENTS FOR SPECIAL TERMS AND CONDITIONS

BE.7.1 Regulation laid down by the Trustee Authority and the Registry are subject to change. These changes, linked to the naming system for .BE extensions are imposed by DNS Belgium in charge of this Extension and represent changes that are not beyond NETIM®'s control.

END of the ANNEX BE