

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

In addition to the general terms and conditions CG-ND, the registration or use of a Domain Name in this 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 FranceDNS 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/en/library/documents/enduser_terms_conditions

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

SECTION BE.3: TRANSFER REGULATIONS

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

<http://en.francedns.com/domain/be-domain-name.html> (under the tab "Procedures")

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 into BE Regulations

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 FranceDNS

BE.3.4 In the case of a transfer to another Agent (also referred to as "transfer out"), the authorization code may be requested to FranceDNS and will be emailed to the Registrant's email address. The Client must also ensure that the protection of the Domain Name is disabled.

BE.3.5 A protection against transfers is proposed by FranceDNS. This lock protects Domain Names managed by FranceDNS against any request for transfer or trade to another Registrant / Agent.

SECTION BE.4: CHANGE of OWNERSHIP REGULATIONS

BE.4.1 The Client initiates, through the intermediary of FranceDNS, a request for a change of ownership for a Domain Name under this Extension.

BE.4.2 The change 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 into BE Regulations

BE.4.3 If the Client refuses or does not approve the change of ownership according to the terms stipulated by the Registry, the change cannot be proceeded with and the Client may not claim any compensation or refund from FranceDNS

BE.4.4 A protection against transfers is proposed by FranceDNS. This lock protects Domain Names managed by FranceDNS against any request for transfer or trade to another Registrant / Agent.

SECTION BE.5: EXPIRY / RESTORATION REGULATIONS

BE.5.1 When the Domain Name's expiry date has passed without prior renewal by the Client, FranceDNS 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 FranceDNS's associated services shall no longer be available. The Domain Name shall be referred to as in "quarantine" status

BE.5.2 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 FranceDNS 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 FranceDNS 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 FranceDNS to carry out the operation within the time limit. Failing this, the Domain Name might not be restored and FranceDNS 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.6: REGISTRY INTERVENTIONS

The Registry 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 BE Regulations, and FranceDNS 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 the Registry or through the intermediary of FranceDNS, 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

Regulation laid down by the Registry are subject to change. These changes, (detailed in section 9), linked to the naming system for this Extension are imposed by the Registry and represent changes that are not beyond FranceDNS's control.

END of the ANNEX BE