

Naming Policy for Afnic



Rules for registering Internet domain names
using country-codes for metropolitan France
and the Overseas Departments and Territories

Version of 15 September 2021

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Foreword

1. It is hereby stated that this Policy has been adopted pursuant to:
 - The French Electronic Communications and Telecommunications Act (CPCE);
 - The government decree appointing Afnic dated 25 June 2012;
 - The Rules for the alternative dispute resolution procedures as approved by Order of the Minister of State for the Digital sector dated 14 March 2016;
 - The agreement between the French government and Afnic;
 - The registration contracts signed by and between Afnic and accredited registrars.
2. Domain names are allocated and managed in the public interest in accordance with non-discriminatory and transparent rules, ensuring respect for the freedom of communication, the freedom of enterprise and intellectual property rights.

Chapter 1 - General

Article 1.1 – Purpose

3. This naming policy defines the conditions for allocating and managing domain names, centralized by Afnic in its capacity as Registry, namely:

| | |
|------------|--|
| .fr | Metropolitan France and Corsica |
| .re | Reunion Island |
| .yt | Mayotte |
| .pm | Saint Pierre and Miquelon |
| .wf | Wallis and Futuna Islands |
| .tf | French Southern and Antarctic Territories |

4. Unless otherwise stipulated, this naming policy applies to any new TLD centralized by Afnic.
5. This naming policy does not apply to Top Level Domain names other than those provided in this article, in particular:
 - ✓ country-code Top Level Domain names (ccTLD);
 - ✓ generic Top Level Domain names (gTLD);
 - ✓ domain names for which Afnic may assume the role of service provider (back end registry).

Article 1.2 – Components

6. The Afnic Naming Policy comprises:
 - ✓ This document;

- ✓ **The Dispute Resolution Policy for French domains;**
- ✓ **The rules for the alternative dispute resolution procedures;**
- ✓ **The policy on publishing and access to information concerning .fr TLD registrations;**
- ✓ **The accreditation policy for registrar.**

Article 1.3 – Enforceability

7. Any person requesting an intervention by Afnic in its capacity as the Registry is deemed to have read the terms of the Afnic naming policy.
8. The Naming Policy is published on Afnic's website; it can be accessed www.afnic.fr
9. Afnic's Naming Policy is constantly changing to reflect improvements, work and agreements between its members and partners.
10. The enforceable version of the Afnic Naming Policy is that available on the Afnic website on the date of receipt by its services of the registration request.
11. Should the policy be modified, the new version shall be immediately applicable:
 - ✓ to each new domain name;
 - ✓ to existing domain names should:
 - a request for administrative action be made;
 - they be renewed.
12. Unless otherwise stipulated by law, by decision from the Minister in charge of Electronic Communications or by a decision of the Board of Directors, new rules shall be applicable forthwith and not retroactively.
13. New provisions will first be notified on the Afnic website and then sent directly to the Registrars, so that they can inform their registrants of the said amendments.
14. Transaction requests sent to Afnic in any form whatsoever, including the payment of any fees arising from the performance of such transactions, shall be considered to be a simple reiteration of the applicant's acceptance of this Naming Policy.

Chapter 2 – Domain name rules

Article 2.1 – Domain categories

15. Any decisions to create or delete domain categories are taken by Afnic's governing bodies in coordination with the consultative committees.
16. If domain names are still active within a given domain category, that category may only be deleted after giving the domain name holders involved six (6) months' notice to change their domain names.

Article 2.2 – Syntactic constraints

17. ASCII domain names only consist of the alphanumeric characters in the French alphabet, the numbers 0 through 9, and the hyphen "-" (e.g. ecole-123.fr).
18. "International" or "internationalized" domain names (IDN) consist of characters other than ASCII characters alone.
19. The following alphanumeric characters are admitted for use in domain names: a, à, á, â, ã, ä, å, æ, b, c, ç, d, e, è, é, ê, ë, f, g, h, i, î, í, ï, j, k, l, m, n, ñ, o, ò, ó, ô, õ, ö, ø, p, q, r, s, t, u, ù, ú, û, ü, v, w, x, y, ý, ÿ, z, ß, 0, 1, 2, 3, 4, 5, 6, 7, 8, 9, - (hyphen; minus sign)
20. ASCII and IDN domain names cannot be registered which:
 - ✓ begin or end with a hyphen "-";
 - ✓ are more than 63 characters in length;
 - ✓ consist of the "-" (hyphen) in the third and fourth position, except for ASCII-encoded versions in which the label is prefixed with "xn--."

Article 2.3 – "First Come – First Served" principle

21. Except where provisions to the contrary are made for certain domain names, and subject to the provisions of Article L45-2 of the French Electronic Communications and Telecommunications Act, transaction requests sent to Afnic by Registrars are handled

on a "first come, first served" basis, meaning that they are processed by chronological order of receipt.

Article 2.4 – Domain Names subject to prior review

22. Afnic develops and maintains a list of domain names whose registration is subject to prior review.
23. The list is available on the Afnic website.
24. This list changes over time and applicants should familiarize themselves with it, it being understood that the list published online is not exhaustive, given that the simple fact of publishing some of these terms may offend certain members of the public.
25. For this type of domain name, the Registrar sends Afnic the necessary supporting documents beforehand to ensure that the applicant is entitled to register the domain name in question and that it is compliant with the provisions of the French Electronic Communications and Telecommunications Act.
26. In order to register a term subject to prior review, the applicant must ensure that the domain name:
 - ✓ is not liable to disrupt public order or morality, or the rights guaranteed by the French Constitution or French law;
 - ✓ is not liable to infringe intellectual property rights or personal rights or is not identical or related to that of the French Republic, of a local authority or group of local authorities, of an institution or a local or national public service, unless the applicant provides proof of a legitimate interest and is acting in good faith.
27. The provisions of the French Electronic Communications and Telecommunications Act (CPCE) are applied to characterize the existence of a "legitimate interest" and "bad faith."
28. When considering the application, Afnic reserves the right to request any supporting evidence or documents it considers necessary.
29. If the checks are successful, Afnic sends an authorization code to the Registrar, enabling it to register the said domain name.

30. In the event of any dispute, the "Legal Procedure" article shall be applied.
31. The voluntary transfer of a domain name subject to prior review can only occur after the new registrant has obtained authorization from Afnic to do so under the same conditions.
32. Deleting a domain name subject to prior review overrides its reinstatement in the original list.
33. Similarly, the domain names governed by the naming convention below are subject to prior review under the same conditions:

| Domain name | Recommended use | Supporting documents |
|--|------------------------------------|---|
| <p><i>agglonom.tld</i></p> <p>"name" is the name of the metropolitan area authority</p> | Metropolitan area authority | Identifier in the SIRENE enterprise directory |
| <p><i>ccnom.tld</i></p> <p>"name" is the officially declared name of the community of municipal authorities</p> | Community of municipal authorities | Identifier in the SIRENE enterprise directory |
| <p><i>cgxx.tld</i></p> <p>"xx" is the number or directory name of the officially declared department</p> | General councils | Identifier in the SIRENE enterprise directory |
| <p><i>crnom.tld</i></p> <p>"name" is the officially declared name of the regional council</p> | Regional councils | Identifier in the SIRENE enterprise directory |
| <p><i>mairie-nom.extension</i> et <i>ville-nom.tld</i></p> <p>"name" is the officially declared name of the municipality</p> | Municipalities | Identifier in the SIRENE enterprise directory |

Article 2.5 – The "gouv.fr"

34. The .gouv.fr TLD and its IDN versions are reserved for the French government.
35. The following supporting documents are required to receive the necessary authorization code:
- ✓ An identifier number in the SIRENE enterprise directory or any other official document that can be used to identify the entity; and,
 - ✓ The approval of the Government Information Service (GIS).
36. In view of their similarity to the ".gouv.fr" TLD, registration of domain names in "-gouv.fr" and their IDN versions is prohibited.

Article 2.6 – Domain names reserved for the Registry

37. In order to carry out its assignment, the following words are reserved for Afnic and therefore cannot be registered:

| | | |
|-------------------------|-----------------------|-----------------------|
| fr | nic | www |
| web | w3 | whois |
| office-d-enregistrement | officedenregistrement | office-enregistrement |
| officeenregistrement | officenregistrement | asso |
| tm | gouv | com |

38. Nor can the following domain names be registered: fr.fr, re.fr, pm.fr, yt.fr, tf.fr, wf.fr, nc.fr, pf.fr, mf.fr, bl.fr, gp.fr, mq.fr, gf.fr, co.fr or nh.fr and their IDN versions.
39. This list can be enhanced in the light of changing legal, regulatory or technical naming.

Article 2.7 – Entitlement to the domain name

40. Holders own the domain name throughout its validity period in accordance with the terms and conditions of the Naming Policy. The performance of their duties does not grant Afnic or the registrar any intellectual property rights to the domain names they manage.
41. This article does not mean that in the event of a failure to comply with the terms of the naming policy, the holder of the domain name cannot be deprived of the domain name in accordance with the legal and constitutional provisions and in accordance with the terms and conditions of this naming policy.
42. Closed for registration on March 15, 2013, the domain name under the naming zones *tm.fr*, *asso.fr*, *asso.re*, *com.fr* and *com.re* are maintained;
43. However, for those domain names:
- Only applications for transactions in accordance with this Charter will be accepted
 - Only the transactions qualifying the reachability and the existence of the holder will be processed by Afnic.

Article 2.8 – Domain Name validity period

44. The domain name has a validity period of one (1) year as of its registration. Upon publishing by Afnic of multi-years registration new rules, this validity period may be extended up to ten (10) years.
45. The duration of the validity period varies according to the option chosen by the holder with the registrar in charge of the transaction.
46. The renewal of the domain name is implied unless a request for its deletion is sent by the registrar.

Article 2.9 – Remuneration of the Registry

47. The costs of services provided by Afnic, such as those invoiced to Registrars, are fixed by Afnic's Board of Directors for each calendar year.
48. These costs are publically known and can be consulted on the Afnic website:
49. Registrars remain free to fix their own service prices but are required to make them public.
50. Invoices are sent to and paid by the Registrar.
51. Transaction request costs are due once finalized by Afnic.
52. The cost of registration, however, is due to Afnic, regardless of the outcome of the holder substantiation procedure.
53. Afnic shall not be held liable for any non-payment of its services by the Registrar with an impact on the administration of the domain name, where any complaints and/or claims arising therefrom shall be exclusively between the Registrar and its customer.
54. Afnic shall not be held liable for any non-payment of its services by the Registrar with an impact on the administration of the domain name, where any complaints and/or claims arising therefrom shall be exclusively between the Registrar and its customer.

Chapter 3 - Registry

Article 3.1 – Role of the Registry

55. Domain names are allocated by Afnic, through registrars. For the duration of its mission, Afnic is prohibited from operating as a Registrar for domain names; this is why domain name transaction requests cannot be sent directly to Afnic.
56. Afnic establishes non-discriminatory and transparent rules that guarantee the freedom of communication, the freedom of enterprise and intellectual property rights.
57. Afnic does not conduct any due diligence of applications for registration, except those relating to the terms subject to prior review as provided by this naming policy.
58. Afnic does not research any pre-existing rights to check if the term chosen is available or if a third party may assert a right of any kind on it.
59. Afnic makes available on its website an easily accessible mechanism allowing any person to report whether a domain name is considered to be unlawful or contravene public policy.
60. Reports are made under the sole responsibility of their author, without prejudice to the right of Afnic to inform the competent public authorities.
61. Making a report does not constitute a dispute resolution procedure.
62. The provisions of this Policy which allow Afnic to monitor or make checks shall not be construed as an obligation upon Afnic to provide a surveillance and vigilance service, but simply as permitting it to undertake such activities.

Article 3.2 – Powers of the Registry

63. The French Electronic Communications and Telecommunications Act does not confer Afnic with the power to:

- ✓ check in general the validity or legality of the choice of terms requested for registration;
- ✓ check the legality or compliance of the supporting documents submitted by applicants and who base their application for registration or other operations (company registration certificate (Kbis), certificate from the French National Institute of Industrial Property (INPI) or the Prefecture, etc.)

64. Afnic may carry out checks as part of qualification operations to ensure the eligibility and / or the reachability of the holder of the domain name. The qualification process consists of two (2) distinct processes, namely the verification process and the substantiation process.

65. The verification process is initiated in several cases:

- ✓ to finalize a transaction on a domain name whose incoming holder has never been qualified before,
- ✓ At the initiative of Afnic;
- ✓ Further to a report by a third party by means of the verification form available on the Afnic website;
- ✓ At the initiative of the registrar.

66. The verification process does not affect the portfolio of the holder of the domain name.

67. The substantiation process is initiated in several cases:

- ✓ After a verification used to highlight the implausible nature of the eligibility data and / or the reachability of the holder;
- ✓ When the verification after a report proves to be fruitless;
- ✓ As a result of a duly substantiated complaint from a third party by means of the verification form available on the Afnic website; this request is made to Afnic with supporting documentation.

68. When the substantiation process is initiated, Afnic sends the registrar a substantiation request and informs the holder and the third party of same. Concomitantly, Afnic suspends the portfolio of the holder of the domain name for a period of thirty (30) days.

- ✓ If, after this period, there is no evidence to conclude that the holder complies with the eligibility and reachability rules, Afnic informs the registrar, the holder and the third party, and blocks the holder's portfolio for a maximum period of thirty (30) days.
- ✓ If, after this period, there is no evidence to conclude that the holder complies with the eligibility and reachability rules, Afnic informs the registrar, the holder and the third party, and deletes the holder's portfolio.

69. The situation can be rectified at any time by sending supporting evidence, in which case, Afnic terminates the current procedure and informs the holder and the third party.

Article 3.3 – Responsibility of the Registry

70. Pursuant to the French Electronic Communications and Telecommunications Act, a domain name is registered under the responsibility of the applicant; for this reason, Afnic cannot be held liable by virtue of the registration and / or use of a domain name, or for any direct or indirect damage caused by same.

71. Similarly, a domain name is registered on the basis of statements made by the applicant; for this reason, Afnic cannot be held liable for any erroneous, false, or misleading information or omissions in the **Whois** database.

72. Similarly, Afnic cannot be held liable for any temporary inability to access the "Whois" database, or for modifications or deletions to same caused by a force majeure, a fortuitous event, fraud, or when it has been provided with inexact information.

73. Afnic only has a simple right to use the "Whois" database, the government owning all the rights to the database. However, Afnic reserves the right to initiate any proceedings of any nature whatsoever to protect the "Whois" database against fraudulent use.

74. Afnic is bound by no obligation to provide advice either to applicants, registrars or third parties.

75. In accordance with the terms and conditions of the French Electronic Communications and Telecommunications Act, the allocation of domain names is provided by the Registry through registrars. Consequently, Afnic may not be considered to be an "intermediary" or playing such a role, and cannot be held liable for any relations of whatever kind between the Registrar and its customers (applicants or holders).

76. These provisions do not preclude the possibility of Afnic to contact the holder and / or the administrative contact of a domain name in the special cases mentioned in the naming policy (e.g. Alternative dispute resolution procedures, orphan domain names, etc.).

77. Afnic may in no way be held liable for any relations whatsoever between the domain name holder and the administrative contact.

Chapter 4 - Registrars

Article 4.1 – Role of Registrars

78. Applications to carry out transactions are necessarily processed by a registrar, which acts as an intermediary between the applicant or registrant and Afnic.
79. The term "registrar" refers to corporate entities which, as part of a registration contract concluded with Afnic, provide registration services for domain names.
80. The individual or corporate entity that wishes to register a domain name or make any change to a domain name must choose a registrar from among the accredited registrars on a list maintained by Afnic on its website.
81. For each application, the registrar provides Afnic with the items of information required to process the request.

Article 4.2 – Accreditation of Registrars

82. Any person wishing to act as a registrar for domain names within the scope of the mission entrusted to Afnic must be accredited for each top level domain in question..
83. This accreditation is issued by Afnic in accordance with non-discriminatory and transparent rules under the accreditation policy published on the Afnic website.
84. The purpose of accreditation is to ensure that the registrar meets the essential requirements necessary to meet its obligations as laid down by the French Electronic Communications and Telecommunications Act.
85. Accreditation is issued by the Afnic only on the basis of information provided by the registrars.
86. Accreditation cannot therefore be construed as a guarantee or a quality mark of the activities of the Registry.

Article 4.3 – Responsibility of Registrars

87. The registrar is solely responsible for:

- ✓ the relationship it has with its customers;
- ✓ any third party claims in respect of one or more domain names;
- ✓ the correct technical processing of the transaction request to be sent to Afnic, the entry of the data corresponding to the registrant's choices, especially in terms of personal information, and for forwarding that data to Afnic;
- ✓ meeting the verification requests and activities sent to it by Afnic;
- ✓ complying with the registrant's wishes, with particular respect to protecting their personal information.

88. Afnic cannot be held responsible for the actions of the registrar.

Chapter 5 - Rules relating to the holder of the domain name

Article 5.1 – Eligibility of the holder of a domain name

89. Any individual residing and any legal entity having its headquarters or principal place of business as specified below may apply to register or renew a domain name in each of the top-level domains:

- ✓ within the territory of one of the member states of the European Union;
- ✓ within the territory of the following countries: Iceland, Liechtenstein, Norway, and Switzerland.

90. The domain name holder and the administrative contact must be reachable.

91. As such, both the holder and the administrative contact must provide details of a valid telephone number and e-mail address, including accurate information to establish their identities. While the domain name is active, they must ensure that such information is kept up-to-date at all times through their Registrar.

Article 5.2 – Administrative and technical contact

92. The domain name holder must designate an "administrative contact" on the registration application and maintain that contact throughout the duration of the domain name.

93. The administrative contact may be the actual registrant or a designated third party (individual or corporate entity), including the Registrar.

94. If the administrative contact is not the holder, the said contact will not have any rights over the domain name.

95. The same eligibility rules applicable to the holder apply to the administrative contact.
96. The domain name holder must designate a "technical contact" on the registration application and maintain that contact throughout the duration of the domain name.
97. The technical contact may be the Registrar chosen by the holder when registering the domain name.
98. The administrative and/or technical contacts are liable to be contacted and/or informed of any transactions affecting the domain name.

Article 5.3 – Responsibility of the holder

99. Pursuant to the French Electronic Communications and Telecommunications Act, the registration and renewal of domain names is done on the basis of statements made by the applicant and under its responsibility
100. The holder shall be solely liable for the registration, use and operation of the domain name.
101. Applicants, particularly individuals, are responsible for taking all necessary measures to comply with the terms and conditions of the Naming Policy and for duly taking account of the information received from Afnic or the Registrar in any form whatsoever (manual, online information, contractual information, FAQ, newsletters, etc.).
102. The registrant is held to choose a provider accredited by Afnic. Afnic cannot be held responsible for false information or misleading statements.
103. The registrant shall hold Afnic harmless against any third-party claims, complaints, actions, and objections arising from or in connection with any domain name rights, registrations, uses, or transmissions of domain names.
104. Consequently, the registrant will be liable for the costs of any damages awarded against Afnic further to litigation, preliminary proceedings, or any other claims, including the costs incurred in defending its interests and counsel fees.

Chapter 6 – Transactions on a domain name

Article 6.1 – Lock domain name

105. The holder may request its registrar to benefit from the "domain name protection" (registry lock) option.

106. This option prevents any intervention on the domain name without obtaining the prior confirmation of the registrar and/or the holder of the domain name.

107. This option does not hinder any domain name suspension, blocking and compulsory transfer operation required further to a court order, extra-judicial decision or unsuccessful verification procedure as defined below.

Article 6.2 – Suspending a domain name

108. A domain name may be subject to a suspension procedure in the following cases::

- ✓ a court decision ordering the suspension of the domain name and meeting the terms and conditions stipulated in the article entitled "Legal procedure";
- ✓ the opening of an Alternative Dispute Resolution procedure managed by Afnic;
- ✓ the opening of a verification procedure as referred to in the article "Powers of the Registry".

109. No application for the suspension of transactions on a domain name will be entertained in any circumstances other than those described above.

110. The suspension of a domain name may lead to the cancellation of all the transactions currently being processed by Afnic and the corresponding tickets, preventing any future transaction request concerning the domain name.

111. This does not affect the operation of the domain name.

Article 6.3 – Blocking a domaine name

112. A domain name may be subject to a blocking procedure, with a maximum duration of three months renewable once, in the following cases:

- ✓ a court decision ordering the blocking of the domain name and meeting the terms and conditions stipulated in the article entitled "Legal procedure";
- ✓ a verification procedure as referred to in the article "Powers of the Registry";
- ✓ on the order of the administrative authority responsible for competition and consumer affairs pursuant to section 2c) of Article L. 521-3-1 of the Consumer Code;
- ✓ when the domain name is an orphan.

113. No application to block a domain name will be entertained in any circumstances other than those described above.

114. The blocking of a domain name may lead to the cancellation of all the transactions currently being processed by Afnic and the corresponding tickets, preventing any future transaction request concerning the domain name.

115. This makes the domain name inoperative.

Article 6.4 – Voluntary transfer

116. Domain names can be transferred, subject to compliance with the Naming Policy.

117. Prior to any voluntary transfer operation, Registrars must collect the agreement of both parties involved.

118. In the event of liquidation or any other collective insolvency proceedings, the designated administrator has sole authority to provide this agreement.

Article 6.5 – Compulsory transfer

119. Afnic carries out compulsory transfers of domain names further to:

- ✓ A transfer decision taken as part of alternative dispute resolution proceedings managed by Afnic;
- ✓ a court decision ordering the transfer of the domain name and meeting the terms and conditions stipulated in the article entitled "Legal procedure";
- ✓ an order to the competent authority by the administrative authority responsible for competition and consumer affairs pursuant to section 2c) of Article L. 521-3-1 of the Consumer Code;
- ✓ a corporate operation (merger, demerger, etc.) if the original holder is no longer able to carry out a voluntary transfer;
- ✓ a situation where the original holder is no longer able to carry out a voluntary transfer and a legal or commercial link is established between the original holder and the new holder.

120. The compulsory transfer procedure implies that the new registrant in whose favor the decision has been awarded will carry out all the formalities in respect of Afnic and comply with the identification and eligibility checks.

121. Insofar as the new registrant is responsible for all technical and administrative fees incurred by a compulsory transfer, the new registrant will be liable for recovering such costs from the former registrant if necessary.

Article 6.6 – Changing Registrar

122. Registrants may change Registrar in accordance with the contractual obligations binding both parties.

123. Registrants are free to choose a new Registrar, which will then deal with the necessary formalities.

124. The new Registrar must ensure that the change in no way affects ownership of the domain name.

Article 6.7 – Orphan domain names

125. If a Registrar is no longer under contract with Afnic for any reason whatsoever, including:

- ✓ Failure to renew its registration agreement with Afnic;
- ✓ collective insolvency proceedings;
- ✓ trading in the domain concerned has ceased;
- ✓ Termination of the registration agreement with Afnic, irrespective of the reason;

the domain names administered by the said Registrar will be considered to be "orphan domain names", and registrants must choose a new Registrar.

126. The Registrar is responsible for notifying its customers and registrants of same beforehand.

127. If the Registrar fails to comply, Afnic will notify the registrant and, if necessary, the administrative contact of the need to change Registrar according to the provisions of the Procedures Manual.

128. This measure shall not be construed as an obligation upon Afnic to provide a surveillance and vigilance service, but merely as a service provided under exceptional circumstances.

Article 6.8 – Deleting a domain name

129. A domain name may be deleted:

- ✓ At the request of the registrar;
- ✓ further to a court decision ordering the deletion of the domain name and meeting the terms and conditions stipulated in the article entitled "Legal procedure";
- ✓ further to a transfer decision taken as part of Alternative Dispute Resolution proceedings managed by Afnic;
- ✓ on the order of the administrative authority responsible for competition and consumer affairs pursuant to section 2c) of Article L. 521-3-1 of the Consumer Code;
- ✓ after an unsuccessful verification procedure as referred to in the article "Powers of the Registry";
- ✓ After an "orphan domain name" procedure as referred to in the article entitled "Orphan domain names".

130. No application for deletion will be entertained in any circumstances other than those described above.
131. Deletion becomes irreversible when the redemption period allowed for domain names deleted at a registrar's request has elapsed.
132. During the redemption period, the domain name can be reactivated with the same configuration.
133. There is no lead-time for the Restore operation in cases where deletion occurs after an unsuccessful verification procedure as part of the substantiation process referred to in the article entitled "Powers of the Registry".
134. Once deleted, the domain name re-enters the public domain and can be registered by a new applicant.

Chapter 7 – Dispute resolution

135. As part of the resolution of disputes relating to domain names, Afnic may only intervene pursuant to a decision handed down after legal proceedings or as part of an Alternative Dispute Resolution procedure managed by Afnic.

Article 7.1 – Legal proceedings

136. Afnic is in no way party to judicial proceedings relating to the domain names for which it is responsible.

137. Since Afnic does not have the authority to take precautionary measures, they can only be implemented further to a court order taken to meet the requirements of this article.

138. It is therefore the sole responsibility of the third parties concerned to take all the appropriate measures to stop any violation they claim to infringe their rights.

139. Since Afnic is required to implement a court order taken as a result of legal proceedings, it is useless for it to intervene or to ask it to intervene in such proceedings. This being said, Afnic reserves the right to initiate a request for abuse of process as and when required, and to seek reimbursement of the expenses incurred by same.

140. Afnic satisfies this requirement under the following conditions:

- ✓ After either party has notified Afnic, by bailiff, of an interim court decision in pursuance of Article 514 of the French Code of Civil Procedure and justification that the party has been notified of the decision;

(Or)

- ✓ After the earliest petitioner has notified Afnic, by bailiff, of an interim court decision in pursuance of Article 515 of the French Code of Civil Procedure and substantiation that the party has been notified of the decision, and upon presentation of any warranty ordered by the judge in pursuance of Article 517 of the French Code of Civil Procedure;

(Or)

- ✓ After the earliest petitioner has notified Afnic, by bailiff, of a final court decision that has the force of res judicata, pursuant to Article 500 of the Code of Civil Procedure, and with due substantiation. For example, the substantiation may comprise the forwarding of a certificate of non-recourse or of the appeal decision.

141. Afnic can respond to requests that fail to comply with these conditions and shall not be bound by letters, copies of summons or subpoena sent by applicants.

142. Should a decision applied by Afnic be reformed (further to withdrawal, appeal, reversal of judgment, etc.), Afnic will apply the new decision under the same conditions of service as set out above.

143. Afnic shall not be held liable on any grounds whatsoever for the operations it performs pursuant to a court decision, or to a handed down as part of a Syreli procedure, and the applicant shall hold Afnic harmless against any claims.

Article 7.2 – Alternative Dispute Resolution Procedures

144. The holder of a domain name unreservedly undertakes to comply with the alternative disputes resolution procedures for resolving disputes managed by Afnic, namely the Syreli and the EXPERT alternative dispute resolution procedures.

145. The alternative disputes resolution procedures as approved by the Order dated 14 March 2016 is available on **the Afnic website**.

146. Afnic is not bound by any other alternative dispute resolution procedure.

Chapter 8 - Private information and data

Article 8.1 – Confidentiality

148. The information and documents held or sent to Afnic, other than those available via the Whois database, are considered to be confidential and shall not be disclosed to third parties.

149. This provision does not preclude communications ordered by the court or as part of a request by the appropriate authority [the General Directorate for Competition Policy, Consumer Affairs and Fraud Control (DGCCRF), France's data protection authority (CNIL), Tax administration, Customs authorities, etc.).

Article 8.2 – Whois database

150. Afnic is in charge of the **Whois** database, consisting of all the data collected to identify individual and corporate entity domain name holders and domain name registrations.

151. Afnic determines the technical conditions for the operation of this benchmark database and for accessing the associated services; the conditions for using the database are defined in the terms of the reference document, entitled "**Policy for the publication and access to information on registrations of domain names under the .fr TLD**".

152. However, Afnic shall not be held liable for any technical problems relating the actual operation of the Internet or suspended services arising from cases of force majeure or maintenance operations whether it concerns access to the **Whois** database.

153. Afnic collects from Registrars all types of identification data required to identify individuals or corporate entities that hold domain names.

154. The state owns the rights to the Whois database; Afnic has a right to use the Whois database.

155. Each day Afnic publishes the domain names it has registered by means of the Whois database.

156. Afnic cannot be held liable for the abusive use by third parties of the identification data that it holds, with particular reference to the data held in the Whois database.

157. Afnic reserves the right to enhance the database with information about the status of the domain name or qualification procedures. In this way, when a qualification procedure results in the confirmation of the eligibility and / or reachability of the holder, this is entered on the corresponding holder contact object.

158. The registrar can also input the Whois database at any time and make an entry on the holder contact object confirming the eligibility and / or its reachability of its client.

159. Entries made by Afnic to the Whois database do not affect the legality or the compliance of the registration or its renewal.

160. Domain names with suspended transactions are identified as such in the Whois database.

161. Blocked domain names will be identified as such in the Whois database.

Article 8.3 – Personal data

162. The processing of personal data carried out for domain name operations falls under two categories of processing according to their main respective purposes:

- ✓ The processing of personal data by the Registrar for the provision of services on the domain names;
- ✓ The processing of personal data by Afnic for the administration of the naming zone in question.

163. It is up to both Afnic and the registrar to comply with the provisions resulting from the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 applicable from 25 May 2018 (hereinafter "the European Data Protection Regulation" or "GDPR"), with particular respect to their relations with applicants or registrants of domain names.

164. Afnic and the registrar are each the data controllers for the processing they perform. Each is the recipient of personal data processed by the other for the purposes of its own processing operations.

165. The persons concerned by processing have personal rights (access, rectification, opposition, etc.) that they can exercise with Afnic or the registrar as the case may be. Afnic or the registrar facilitates the exercise of these rights for the persons concerned.

166. The personal rights and the methods with which they are exercised are described by Afnic or the registrar on their respective websites with regard to the processing for which they are responsible.

167. Both Afnic and the registrar provide data subjects, by all relevant means and media, with information and communications on their respective processing of personal data in clear and simple terms guaranteeing the processing is fair and transparent.

Article 8.4 – Restricted information

168. The very relevance of the "Whois" database is such that all the information relating to domain name registrants, administrative and technical contacts, whether they are individuals or corporate entities, must be distributed online and be available to everyone.

169. In compliance with the request of the France's data protection authority (CNIL) and according to GDPR, when a domain name is registered by an individual, the registrant may opt by default for the "restricted distribution" option.

170. When this option is chosen, no personal data (name, address, telephone, fax, and e-mail address) is distributed online within the Whois database, except for technical information only (technical contact – Registrar details and DNS servers).

171. In the case of registration by an individual, the "restricted information" option does not apply to the technical contact.

172. However, the administrative contact may be contacted by e-mail, but his or her details are not disclosed.

173. The "restricted information" option is limited to .fr and .nom.fr domain names (currently closed to registration) registered by an individual registrant.

174. Personal information required for domain name registrations may be disclosed, however, by Afnic:

- ✓ Further to a decision in ex parte proceedings or legal requisition, it being understood that there is no need to bring proceedings against Afnic in order to obtain such information;
- ✓ on request from an authority with a right of communication (the General Directorate for Competition Policy, Consumer Affairs and Fraud Control (DGCCRF), the customs authorities, the Treasury, etc.);
- ✓ as part of a request to lift a person's anonymity using a form called a "**Request for the disclosure of personal information**" which is available on the Afnic website. The lifting of a person's anonymity is not automatic; in particular Afnic reserves the right not to grant the request, depending on the status of the applicant or the ultimate purpose.

Chapter 9 - Individual provisions

Article 9.1 – Agreement on Evidence

175. It is understood that e-mails sent by Afnic to registrars and / or owner have evidential value.

176. The same applies to all the technical elements exchanged between the Registrar and Afnic when processing applications and transactions.

177. In the event of a dispute concerning the date of receipt and/or date on which a request is processed, the information contained on Afnic's servers alone shall be legally binding.

Article 9.2 – Language

178. This naming policy has been drafted in French and in English.

179. In the event of any difficulty in interpreting the terms of the naming policy, only in the French language version shall prevail between the parties.

Article 9.3 – Governing law

180. This Policy is governed by French law. French law shall apply, to the exclusion of any other.

Article 9.4 – Force majeure

181. In cases of force majeure or acts of God, Afnic may be lead to suspend all or part of the application of this Policy.

182. The following events are explicitly considered as force majeure or acts of God, including those usually retained by the jurisprudence of French courts and tribunals, namely:

- War, riots, fire, internal or external strikes, lockouts, occupancy of Afnic premises, bad weather, earthquakes, flooding, damage by water, legal or governmental restrictions, legal or regulatory changes in forms of marketing, accidents of all kinds, epidemics, pandemic diseases affecting more than 10% of Afnic staff for a period of two consecutive months, the lack of supply of energy, the partial or total shutdown of the Internet and, more generally, telecommunications networks both public and private, the blocking of roads and the impossibility to procure supplies and any other event beyond the control of the parties expressly preventing the normal performance of this Agreement.

Article 9.5 – Intellectual Property

183. The opening of the registration of domain names containing 1 and 2 numeric and/or alphabetic characters does not apply to the following country codes for metropolitan France and the Overseas Departments and Territories currently managed by Afnic: *.pm*, *.re*, *.tf*, *.wf*, *.yt*.

Chapter 10 - Transitional Provisions

184. The opening of the registration of domain names containing 1 and 2 numeric and/or alphabetic characters does not apply to the following country codes for metropolitan France and the Overseas Departments and Territories currently managed by Afnic: *.pm*, *.re*, *.tf*, *.wf*, *.yt*.