Afnic Naming Policy

Rules for registering top-level Internet domains using country-codes for mainland France and the Overseas Departments and Territories

Version dated 6 July 2026

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Preamble

1. It is hereby stated that this Policy has been adopted pursuant to:

   - The French Post and Electronic Communications Code (CPCE);

   - The government decree appointing Afnic dated 1 July2022;

   - The rules for the alternative dispute resolution procedures as approved by Order of the French Minister of State for the Digital Sector dated 14 March 2016;

   - The agreement between the French State and Afnic;

   - The registration agreements signed by and between Afnic and accredited registrars.

2. Domain names are assigned and managed in the general interest in accordance with rules that are non-discriminatory and transparent, ensuring respect for freedom of communication, entrepreneurial freedom and intellectual property rights.

Chapter 1 - General

Article 1.1 - Purpose

3. This naming policy sets out the conditions for the allocation and management of domain names, centralised by Afnic in its capacity as Registry, namely:

.fr	**Mainland France and Corsica**
.re	**Réunion**
.yt	**Mayotte**
.pm	**Saint Pierre and Miquelon**
.wf	**Wallis and Futuna**
.tf	**French Southern and Antarctic Territories**

4. Unless otherwise stipulated, this naming policy applies to any new TLD centralised by Afnic.

5. This naming policy does not apply to top-level domain names other than those provided for in this article, in particular:

   - ✓ Other country-code top-level domain names (ccTLDs);
   - ✓ Other generic top-level domain names (gTLDs);
   - ✓ Other domain names for which Afnic may assume the role of back-end registry.

1.2 - Components

6. The Afnic Naming Policy comprises:

   - ✓ This document;
   - ✓ The **dispute resolution policy for French Internet domains**;
   - ✓ The **rules for the alternative dispute resolution procedures**;
   - ✓ The **Mediation rules**;
   - ✓ The **policy on publication of and access to information concerning .fr TLD registrations;**
   - ✓ The **accreditation policy** for registrars.

1.3 - Enforceability

7. Any person requesting the intervention of Afnic in its capacity as Registry is deemed to have read the terms of the Afnic Naming Policy.

8. The Naming Policy is published on Afnic's website at the address **www.afnic.fr**

9. Afnic's Naming Policy is a living document updated 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 and indicated as the version in force on the date of receipt by its departments of the registration request.

11. Should the policy be modified, the new version shall be immediately applicable:

    - ✓ to all new domain names;
    - ✓ to existing domain names should:
        - a request for administrative action be made;
        - they be renewed.

12. Unless otherwise stipulated by legislation, by decision of the Ministry for Electronic Communications or by a decision of the Board of Trustees, new rules shall be applicable forthwith and not retroactively.

13. New provisions will first be notified on the Afnic website and sent directly to registrars so that they can inform their domain name holders of the said amendments.

14. Operation requests sent to Afnic in any form whatsoever, and payment of any fees arising from the performance of such operations, shall be considered to be a simple reiteration of the applicant's acceptance of this Naming Policy.

Chapter 2 - Rules relating to domain name

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 affected by this deletion six (6) months' notice to change their domain names.

Article 2.2 - Syntax rules

17. ASCII domain names consist only of alphanumeric characters, i.e. the letters of the Latin alphabet, the digits 0 to 9 and the hyphen "-". (for example: ecole-123.fr).

18. "International" or "internationalised" domain names (IDN) consist of characters other than ASCII characters alone.

19. The following alphanumeric characters are accepted 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, ì, í, î, ï, j, k, l, m, n, ñ, o, ò, ó, ô, õ, ö, œ, 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 that fall under the following criteria cannot be registered:

    - ✓ begin or end with a hyphen "-";
    - ✓ 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--".

21. The registration of domain names containing 1 and 2 numeric and/or alphabetic characters is not authorised for the following country codes for mainland France and the Overseas Departments and Territories: .pm, .re, .tf, .wf, .yt

Article 2.3 - "First Come, First Served" principle

22. Except where provisions to the contrary are made for certain domain names, and subject to the provisions of the French Post and Electronic Communications Code, operation 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

23. Afnic establishes and keeps up to date a list of domain names for which registration is subject to prior review.

24. The list is available on the Afnic website.

25. This list is a living document and applicants should familiarise themselves with it, it being understood that the list published online is not exhaustive given that the publication of some of these terms may offend certain members of the public.

26. 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 Post and Electronic Communications Code.

27. 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 similar to that of the French Republic, a local authority or grouping of local authorities or a national or local institution or public service unless the applicant provides proof of a legitimate interest and is acting in good faith.

28. The provisions of the French Post and Electronic Communications Code are applied to characterise the existence of a “legitimate interest” and “bad faith”.

29. When considering the application, Afnic reserves the right to request any supporting evidence or documents it considers necessary.

30. If the review is successful, Afnic sends an authorisation code to the registrar, enabling it to register the said domain name.

31. In the event of any dispute, the “Legal proceedings” article shall be applied.

32. The voluntary transfer of a domain name subject to prior review can only occur after the new holder has obtained authorisation from Afnic to do so under the same conditions.

33. Deletion of a domain name subject to prior review entails its reinstatement on the original list.

34. 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
agglo-name.*tld* "name" is the name of the metropolitan area authority	Metropolitan area authority	Identifier in the SIRENE enterprise directory
cc-name.tld "name" is the officially declared name of the community of municipal authorities	Community of municipal authorities	Identifier in the SIRENE enterprise directory
cg-xx.tld "xx" is the number or name of the officially declared department	General councils	Identifier in the SIRENE enterprise directory
cr-name.tld "name" is the officially declared name of the regional council	Regional councils	Identifier in the SIRENE enterprise directory

mairie-name.tld and ville-name.tld "name" is the officially declared name of the municipality	Municipalities	Identifier in the SIRENE enterprise directory

Article 2.5 - The “gouv.fr” TLD

35. The .gouv.fr TLD and its IDN versions are reserved for the French government.

36. The following supporting documents are required to receive the necessary authorisation code:

    - ✓ An identifier for the SIRENE database or other official document allowing the entity to be identified and,

    - ✓ The approval of the Government Information Service (GIS).

37. In view of their similarity to the “.gouv.fr” TLD, registration of domain names ending in “-gouv.fr” and their IDN versions is prohibited.

Article 2.6 - Domain names reserved for the Registry

38. In order to carry out its duties, the following terms 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

39. 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.

40. This list can be expanded in the light of legal, regulatory or technical changes to naming.

Article 2.7 - Right to the domain name

41. Holders own the registered 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.

42. This article does not mean that, in the event of failure to comply with the terms of the naming policy, the holder of the domain name cannot be deprived of the domain

name or of its use in accordance with the legal and constitutional provisions and in accordance with the terms and conditions of this Naming Policy.

43. Closed for registration on 15 March 2013, the domain names under the naming zones .tm.fr, .asso.fr, .asso.re, .com.fr and .com.re are maintained;

44. For these domain names, however:

    - ✓ only applications for operations in accordance with this Policy will be accepted
    - ✓ only qualification operations concerning the reachability and the existence of the holder will be carried out.

45. The same applies to domain names registered under the .tf and .wf TLDs.

Article 2.8 - Domain name validity period

46. The domain name has a validity period of between one (1) year and ten (10) years as of its registration.

47. The duration of the validity period varies according to the option chosen by the holder with the registrar in charge of the operation.

48. 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

49. Afnic applies a single fee for all billable operations carried out by registrars on domain names. Any fee changes will come into effect after public consultation and a vote by the Afnic Board of Trustees, both organised at least six (6) months prior to the said changes, after informing the French State and in accordance with the arrangements set out in Article 7 of the State-Afnic Agreement in force.

50. These costs are public information and can be consulted on the Afnic website.

51. Registrars remain free to fix their own service prices but are required to make them public.

52. Invoices are sent to and paid by the registrar.

53. Operation request costs are due once the operation is finalised by Afnic.

54. It should be noted, however, that the cost of registration is due to Afnic regardless of the outcome of the holder substantiation procedure.

55. 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. 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

56. Domain names are allocated by Afnic, through registrars. For the duration of its assigned duties, Afnic is prohibited from operating as a registrar for domain names; hence why domain name operation requests cannot be sent directly to Afnic.

57. Afnic establishes non-discriminatory and transparent rules that guarantee freedom of communication, freedom of enterprise and intellectual property rights.

58. Afnic does not conduct any due diligence of applications for registration, with the exception of those relating to the terms subject to prior review as provided by this naming policy.

59. Afnic does not research any pre-existing rights to verify if the term chosen is available or if a third party may assert a right of any kind over it.

60. Afnic makes available on its website an easily accessible mechanism allowing any person to bring to Afnic's attention a domain name considered to be unlawful or contrary to public order.

61. Reports are made under the sole responsibility of their author, without prejudice to the right of Afnic to inform the competent public authorities.

62. Making a report does not constitute a dispute resolution procedure.

63. The provisions of this Policy which allow Afnic to monitor or make checks shall not be construed as a duty of care or supervision nor as a performance obligation incumbent on Afnic, but simply as permitting it to undertake such activities.

Article 3.2 - Powers of the Registry

64. The French Post and Electronic Communications Code does not confer Afnic with the power to:

- ✓ Carry out general checks on the validity or legality of the choice of terms requested on registration;

- ✓ Check the legality or compliance of the supporting documents submitted by applicants that form the basis of their application for registration or other operations ("Kbis" Trade & Companies Register extract, receipt from the French National Institute of Industrial Property - INPI, or the Prefecture, etc.).

Nonetheless, Afnic reserves the right to enlist accredited third parties in case of any doubt in order to confirm the legality or compliance of these supporting documents.

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

66. The verification process is initiated in several cases:

- ✓ 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.

67. The verification process has no effect on the domain name holder's portfolio.

68. The substantiation process is initiated in several cases:

- ✓ At the initiative of Afnic;

- ✓ After a verification highlighting the implausible nature of the eligibility data and/or the reachability of the holder;

- ✓ When the verification after a report proves to be unsuccessful;

- ✓ 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.

69. 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 maximum period of seven (7) days.

- ✓ If, after this maximum period of seven (7) days, 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 maximum period of thirty (30) days, 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.

70. When the substantiation process is initiated by Afnic upon registration of a domain name, Afnic sends the registrar a substantiation request and informs the holder of same. Concomitantly, Afnic suspends the publication of the domain name in the DNS for a maximum period of seven (7) days.

- ✓ If, after this maximum period of seven (7) days, there is no evidence to conclude that the holder complies with the eligibility and reachability rules, Afnic informs the registrar and the holder and blocks the holder's portfolio for a maximum period of thirty (30) days.

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

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

Article 3.3 - Responsibility of the Registry

72. Pursuant to the French Post and Electronic Communications Code, a domain name is registered under the responsibility of the applicant; hence Afnic cannot be held liable by virtue of the registration and/or use of a domain name, nor for any direct or indirect damage caused by same.

73. 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.

74. Furthermore, Afnic is bound by a best-efforts obligation only with regard to "Whois", and cannot be held liable for any temporary inability to access the database, or for modifications or deletions to the same caused by a force majeure, unforeseeable circumstances, fraud, or when it has been provided with incorrect information.

75. Afnic solely has a right of use of the "Whois" database, the French State remaining the holder of 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.

76. Pursuant to the French Post and Electronic Communications Code, it is stated that domain names are allocated by the Registry, through the intermediary of 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).

77. These provisions do not preclude the possibility of Afnic contacting 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.).

78. 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

79. Operation requests sent to Afnic are required to be processed by a registrar, which acts as an intermediary between the applicant or holder and Afnic.

80. The term “registrar” refers to legal persons (corporate entities) duly accredited by Afnic and which, as part of a registration agreement concluded with Afnic, provide registration services for domain names.

81. Natural and legal persons wishing 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 kept up to date by Afnic on its website.

82. For each request, the registrar provides Afnic with the items of information required to process the said request.

Article 4.2 - Accreditation of registrars

83. Any person wishing to act as a registrar for domain names encompassed within the scope of the duties assigned to Afnic must be accredited for each top-level domain in question.

84. This accreditation is issued by Afnic in accordance with non-discriminatory and transparent rules published on the Afnic website.

85. The purpose of accreditation is to ensure that the registrar meets the obligations stipulated by the French Post and Electronic Communications Code.

86. Accreditation is issued by Afnic on the sole basis of information provided by the registrars.

87. Accreditation cannot therefore be construed as a guarantee or seal of quality regarding the activities of the registry.

Article 4.3 - Responsibility of registrars

88. The registrar has sole responsibility 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 operation request to be sent to Afnic, the entry of the data corresponding to the holder's choices, especially in terms of personal data, and for the forwarding of those data to Afnic;
- ✓ fulfilling requests and ensuring the proper execution of checks sent to it by Afnic;
- ✓ complying with the holder's wishes, notably as regards the protection of their personal data.

89. 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

90. The registration or renewal of a domain name can be requested by any natural person residing and any legal person having its registered office or main establishment:

    - ✓ in one of the European Union member states;
    - ✓ or in one of the following countries: Iceland, Liechtenstein, Norway or Switzerland.

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

92. As such, both the holder and the administrative contact must provide details of and keep in working order a telephone number and email address, as well as 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

93. The holder of a domain name must imperatively designate an “administrative contact” at the time of applying for registration and maintain this contact throughout the life of the domain name.

94. The administrative contact may be the holder or, at the holder’s option, a third party (natural or legal person), including the holder’s registrar.

95. Where the administrative contact is not the holder, the administrative contact has no rights to the domain name.

96. The same eligibility rules applicable to the holder apply to the administrative contact.

97. The holder of a domain name must imperatively designate a “technical contact” at the time of applying for registration and maintain this contact throughout the life of the domain name.

98. The technical contact may be the registrar chosen by the holder when registering the domain name.

99. The administrative and/or technical contacts are liable to be contacted and/or informed of any operations affecting the domain name.

Article 5.3 - Responsibility of the holder

100. Pursuant to the French Postal and Electronic Communications Code, domain names are registered and renewed on the basis of statements made by the applicant and under said applicant's responsibility.

101. The same applies to the use and exploitation of a domain name, which is the sole responsibility of its holder.

102. It is the responsibility of applicants and holders to take all measures to comply with the terms and conditions of the Naming Policy and to duly take account of the information received from Afnic or the registrar in any form whatsoever (manual, online information, contractual information, FAQ, newsletters, etc.).

103. It is the responsibility of the holder to choose a registrar accredited by Afnic. Afnic cannot be held responsible for false information or misleading statements.

104. The holder 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.

105. Consequently, the holder 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 – Operations on a domain name

Article 6.1 - Locking of a domain name

106. The holder may apply to its registrar to benefit from the "domain name protection" option (FR lock).

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

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

Article 6.2 - Suspension of a domain name

109. 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 proceedings";
- ✓ 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".

110. No application for suspension will be entertained in any circumstances other than those described above.

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

112. This operation does not alter access to the services connected with the domain name (website, email, etc.) .

Article 6.3 - Blocking of a domain name

113. A domain name may be subject to a blocking procedure 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 proceedings”;
- ✓ 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 French Consumer Code;
- ✓ at the request of the national authority responsible for information systems security, pursuant to Article L. 2321-2-3 of the French Defense Code
- ✓ when the domain name is an orphan and the holder has not chosen a new registrar within thirty (30) days following notification of this need by Afnic.

114. No application for blocking will be entertained in any circumstances other than those described above.

115. The blocking of a domain name may lead to the cancellation of all the operations currently being processed by Afnic and the corresponding tickets, preventing any future operation request concerning the domain name. This does not prevent any technical operation of the domain name.

116. Except where provisions to the contrary are made, the blocking is sustained for a maximum period of three months, renewable once.

Article 6.4 - Voluntary transfer

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

118. Prior to any voluntary transfer operation, registrars must obtain the consent of both parties involved.

119. In the event of liquidation or any other collective insolvency proceedings, the designated administrator has sole authority to give this consent.

Article 6.5 - Compulsory transfer

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

- ✓ a transfer decision taken as part of an Alternative Dispute Resolution procedure managed by Afnic;
- ✓ a transfer agreement in a mediation;
- ✓ a court decision ordering the transfer of the domain name and meeting the terms and conditions stipulated in the article entitled “Legal proceedings”;

- ✓ an order issued by the administrative authority responsible for competition and consumer affairs pursuant to section 2c) of Article L. 521-3-1 of the French Consumer Code, for the benefit of the relevant competent authority;

- ✓ a request of the national authority responsible for information systems security, pursuant to Article L. 2321-2-3 of the French Defense Code, for the benefit of the relevant competent authority;

- ✓ an order issued by the President of the authority for financial market (AMF) pursuant to paragraph IV of Article L621-13-5 of the French Monetary and Financial Code, for the benefit of the relevant competent authority;

- ✓ 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.

121. The compulsory transfer procedure implies that the new holder in whose favour the decision has been awarded will carry out all the formalities and comply with the identification and eligibility checks.

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

Article 6.6 - Change of registrar

123. Holders may change registrar subject to compliance with the contractual obligations binding both parties.

124. Holders are free to choose a new registrar, which will then deal with the necessary formalities to effect the change.

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

Article 6.7 - Orphan domain names

126. If a registrar can no longer ensure the management of domain names for any reason whatsoever, including:

- ✓ non-renewal of the registration agreement with Afnic or withdrawal of the registrar's accreditation;
- ✓ collective insolvency proceedings;
- ✓ cessation of trading in the domain concerned;
- ✓ 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 holders must choose a new registrar.

127. The registrar is responsible for notifying its customers and holders of the same in advance.

128. If the registrar defaults on this obligation, Afnic will notify the holder and, where applicable, the administrative contact of the need to change registrar.

129. This measure shall not be construed as a duty of care or supervision nor as a performance obligation incumbent on Afnic, but merely as a contribution provided under exceptional circumstances.

Article 6.8 - Deletion of a domain name

130. 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 proceedings”;
- ✓ further to a transfer decision taken as part of an Alternative Dispute Resolution procedure managed by Afnic;
- ✓ further to a deletion agreement in a mediation;
- ✓ further to an order of the administrative authority responsible for competition and consumer affairs pursuant to section 2c) of Article L. 521-3-1 of the French Consumer Code;
- ✓ further to an order issued by the President of the authority for financial market (AMF) pursuant to paragraph IV of Article L621-13-5 of the French Monetary and Financial Code;

- ✓ after an unsuccessful verification procedure as referred to in the article “Powers of the Registry”;

- ✓ further to an “orphan domain” procedure as referred to in the article entitled “Orphan domain names”.

131. No application for deletion will be entertained in any circumstances other than those described above.

132. Deletion becomes irreversible when the redemption period allowed for domain names deleted at a registrar's request has elapsed. In other cases of deletion, no redemption delay exists.

133. During the redemption period, the domain name can be reactivated with the same configuration.

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 ruling 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, these can only be implemented further to a court order fulfilling 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 infringement they claim to their rights.

139. Since Afnic is required to implement a court order taken as a result of legal proceedings, it is unnecessary 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 the same.

140. Afnic satisfies this requirement under the following conditions:

- ✓ After the earliest petitioner 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 French 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 cannot 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 amended (further to withdrawal, appeal, reversal of judgement, 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 ruling handed down as part of an Alternative Dispute Resolution procedure managed by Afnic, 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 managed by Afnic, namely the Syreli and the PARL EXPERT procedures. The alternative disputes resolution procedures are available on the **Afnic website**.

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

Chapter 8 - Personal data and information

Article 8.1 - Confidentiality

146. The information and documents held by 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.

147. This provision does not preclude discovery ordered by the court or as part of a request by an authorised authority (French General Directorate for Competition Policy, Consumer Affairs and Fraud Control - DGCCRF, French Data Protection Authority - CNIL, the tax authorities, customs authorities, etc.).

Article 8.2 - "Whois" database

148. Afnic is responsible for the "Whois" database, consisting of all the data collected that are required to identify natural and legal persons holding domain names and domain name registrations.

149. Afnic determines the technical conditions of operation and access to the related services; the conditions of use are set forth in a reference document entitled **"Policy on publication of and access to information concerning .fr TLD registrations."**

150. However, Afnic shall not be held liable for any technical problems relating to access to the database **WHOIS** or the functioning of the Internet, to suspended services arising from cases of force majeure or to maintenance operations.

151. Afnic collects from registrars all types of identification data required to identify natural and legal persons holding domain names.

152. The French State holds the rights to the “Whois” database; Afnic has a right of use of the “Whois” database.

153. Afnic publishes the list of domain names registered every day by means of the “Whois” database.

154. 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.

155. Afnic reserves the right to update the database with information on the status of the domain name or qualification procedures. Thus 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.

156. The registrar can also update the “Whois” database at any time and make an entry on the holder contact object confirming the eligibility and/or reachability of its customer.

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

158. Domain names subject to a suspension of operations are identified as such in the **Whois** database.

159. Blocked domain names are identified as such in the **Whois** database.

Article 8.3 - Personal data

160. 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.

161. 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 those of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018 (hereinafter the "General Data Protection Regulation" or "GDPR"), with particular respect to their relations with applicants or holders of domain names.

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

163. The persons concerned by processing have personal rights (access, rectification, objection, 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.

164. The personal rights and the procedures for the exercise thereof are set out by Afnic or the registrar on their respective websites with regard to the processing for which they are responsible.

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

166. Afnic is empowered by authorisation No.2007-246 issued by the French Data Protection Authority (CNIL) to draw up an exclusion list, the purpose of which is to combat cybersquatting activities.

Article 8.4 - Restricted publication

167. The relevance of the "Whois" database requires that all information concerning the domain name holders, administrative and technical contacts, whether they are natural or legal persons, must be published online and be accessible to all.

168. In compliance with the request of the French Data Protection Authority (CNIL) and in application of the GDPR, when a domain name is registered by a natural person, the holder is covered by default by the "restricted publication" option.

169. When this option is chosen, no personal data is made available online within the "Whois" database, only technical information (technical contact - registrar details and DNS servers).

170. In the case of registration by a natural person, the "restricted publication" option does not apply to the technical contact.

171. Nevertheless, it is possible to contact the administrative contact by email, although the contact details are not disclosed to the requesting parties.

172. The “restricted publication” option is solely limited to registrations under top-level domain categories and under .name.fr domain names (currently closed to registration) registered by a natural person as the holder.

173. Personal information required for domain name registrations and under restricted publication may be disclosed, however, by Afnic:

- ✓ Further to a court order, court application or legal requisition, it being understood that there is no need to bring proceedings against Afnic in order to obtain such information;

- ✓ At the request of an authority having a right of communication (DGCCRF, customs authorities, the Treasury, etc.);

- ✓ In response to a request for the lifting of anonymity by means of a form entitled **“Request for disclosure of personal data”** accessible on the Afnic website. This lifting of anonymity is not, however, automatic, as Afnic reserves the right not to grant the request in view of the applicant’s status or the purpose of the request.

Chapter 9 - Other provisions

Article 9.1 - Agreement on evidence

174. It is understood that emails sent by Afnic to registrars and/or holders have evidential value.

175. The same applies to technical elements exchanged between the registrar and Afnic when processing applications and operations.

176. 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 prevail.

Article 9.2 - Language

177. This Naming Policy has been drafted in French and in English.

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

Article 9.3 - Governing law

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

Article 9.4 - Force majeure

180. In cases of force majeure or chance occurrences, Afnic may be required to suspend all or part of the application of this Policy.

181. The following events are explicitly considered as force majeure or chance occurrences, including those usually upheld by case law in 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, illness affecting more than 10% of Afnic staff for a period of two consecutive months, lack of energy supply, 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

182. The performance of their duties does not grant Afnic or the registrar any intellectual property rights to the domain names they manage.

Chapter 10 – Transitional provisions

183. As a transitional measure, the following specific rules shall apply to the .gf, .mq, and .gp top level domains, for which Afnic has been entrusted with management in 2026, starting from the date of the technical transfer of their management to Afnic's infrastructure:

- ✓ No new registration of domain names consisting of 1 or 2 alphanumeric characters will be permitted.

- ✓ No new registration of domain names under existing naming zones within these top-level domains will be allowed, in accordance with the practices implemented by Afnic for the zones ".asso.fr", ".com.fr", or ".tm.fr" [1]. Holders of domain names registered under naming zones within .gf, .mq, and .gp prior to the date of the technical transfer of these top-level domains to Afnic's infrastructure may continue to use and renew them.

184. This transitional period, intended to allow stakeholder consultations and public consultations on potential amendments to the Naming Policy concerning the .gp, .mq, and .gf domains, shall end no later than September 30, 2027.

[1] See Article 2.7 §43 of the Naming Policy.