

.paris Registration Policy

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Introduction

This Registration Policy sets forth the terms and conditions which govern the registration of .paris domain names. In this Registration Policy:

- a. "**Registrant**", "**You**" and "**Your**" refer to the individual or corporate entity which applies for or wishes to register a .paris domain name.
- b. "**Registry Operator**", "**Registry**", "**We**", "**Us**" and "**Our**" refer to the City of Paris, as the body responsible for operating the .paris Top Level Domain.
- c. "**ICANN**" means the Internet Corporation for Assigned Names and Numbers.

1. Acceptance of this Registration Policy

- 1.1 By applying to register a .paris domain name, or by asking to maintain or renew Your domain name, You agree to be legally bound by:
 - a. This Registration Policy set forth by the City of Paris, regularly updated by the latter;
 - b. The Registration Agreement provided by the sponsoring Registrar through which You applied for a .paris domain name; and
 - c. Any other policies mandated by ICANN and regularly updated by the latter.
- 1.2 You shall be solely liable for compliance of the registration and use of Your .paris domain name with the documents mentioned above.
- 1.3 We cannot guarantee that You will obtain the domain name requested, even if an inquiry indicates that such domain name is available at the time of Your application.

2. Registration of Your .paris domain name

2.1 Eligibility conditions

2.1.1 Nexus with the .paris Community

To register and renew a .paris domain name, You must be an individual or corporate entity with a bona fide presence in the Greater area of Paris at the time of registration and thereafter.

In practice, You must be able to demonstrate either:

- a. That You are a resident in the Greater area of Paris, or
- b. That You pursue occupational, personal, business or cultural activities in the Greater area of Paris, or
- c. That You are directly or indirectly attached to the Greater area of Paris.

2.1.2 Geographic Names

Without permission from the City of Paris, You must not register geographical names for any subdivision of the Greater area of Paris, its monuments, symbols or local landmarks, or other locally-relevant and iconic names in the Greater area of Paris, including the variations and abbreviations thereof.

2.1.3 Names of Public Authorities and Public Services.

You must not register:

- a. Names of Public Authorities at any level, including any variations and abbreviations thereof, or other terms in common use to describe them; or
- b. Names directly or indirectly related to a public service for which Public Authorities in the Greater area of Paris have specific responsibilities. These include at least the following services: public order and public safety, public affairs and institutional relations, public health, taxation, economic development and promotion, transportation, urban planning and environmental protection, culture and education, citizen participation and tourism.

The registration of these domain names is reserved for the aforementioned Public Authorities.

2.2 "First come, first served" rule

Unless otherwise provided for in certain registration phases, the registration of domain names under the .paris top-level domain is handled on a "First come, first served" basis, i.e. Registrar requests are processed in chronological order of receipt.



2.3 Syntactic rules

Your .paris domain name shall be in accordance with the syntactic standards established by ICANN and the City of Paris.

Numbers, letters, hyphens, and all of the characters used in the French language are accepted, with the exception of accented and special characters.

2.4 Reserved names

The Registry Operator can, and, under certain conditions, is required to exclude certain .paris domain names from registration.

2.4.1 Names reserved as required by ICANN

ICANN provides a list of reserved domain name categories that the Registry Operator must exclude from registration, except under certain conditions.

These conditions are described in Specification 5 of the Registry Agreement.

2.4.2 Names reserved by the Registry Operator

We reserve, at Our sole discretion:

- a. the ability to make certain domain names unavailable for registration, or only allow them to be assigned under certain conditions.
- b. the right to determine the time and conditions under which said domain names may be registered and/or how they may be used.
- c. the right to publish or not to publish the list of reserved terms.

3. Use of Your .paris domain name

- a. You are solely liable for the use and operation of Your domain name.
- b. You will ensure that the use of Your .paris domain name:
 - i. is generally accepted as legitimate; and
 - ii. serves the interests of the Greater area of Paris; and
 - iii. is of commensurate quality to the role and importance of the domain in question,

- iv. is based on good faith at the time of registration and thereafter.

Names which do not meet these requirements include those whose use may mislead or deceive the public, for instance the geographical place to which the domain refers or the official nature of its origin.

c. Furthermore, You undertake not to:

- i. use Your .paris domain name in violation of any rights of third-parties, including intellectual property rights.
- ii. use Your .paris domain name to offer third level domain name registrations to third parties as a commercial Registry Operator type service.
- iii. use Your .paris domain name to send unsolicited commercial advertisements in contradiction with the applicable legislation.
- iv. distribute malware, abusively operate botnets, resort to phishing, piracy, violate intellectual property rights, use fraudulent or deceptive practices, counterfeit, or otherwise engage in any activity contrary to any applicable law.
- v. use Your .paris domain name for the sole purpose of selling it, reselling it or transferring it in some manner to applicants. Furthermore, You will not enable, contribute or willingly aid any third party to do so.
- vi. use Your .paris domain name in a manner that may damage or bring into disrepute the name, image or reputation of the City of Paris, its partners and/or the .paris Community

4. Registry's rights and compliance

4.1 We reserve the right, at Our sole discretion, to:

- a. deny the registration of any .paris domain name in violation of the eligibility requirements set forth in article 2.1 above (i.e. lack of Community Nexus); and to
- b. suspend and/or delete any .paris domain name whose Registrant no longer complies with the .paris eligibility criteria as required in article 2.1.

Our decision to suspend the registration of Your .paris domain name under this article may be challenged through the .paris Eligibility Restrictions Dispute Resolution Procedure ("ERDRP"). This procedure is described in Appendix 1 of the Registration Policy.

- 4.2 We reserve the right, at Our sole discretion, to deny, suspend and/or delete the registration of Your .paris domain name if:
- a. You fail to follow this Registration Policy, with particular respect to the provisions of article 3;
 - b. You provide inaccurate Contact Information, or fail to update it;

If We determine any lack of compliance, either in relation to this Registration Policy or to data accuracy, You will be contacted to clarify/correct the situation. If said lack of compliance is not solved within thirty (30) days, your domain name will be suspended for at least thirty (30) days, during which you may challenge our non-compliance decision on your domain name, in accordance with the Compliance Reconsideration Dispute Resolution Procedure ("CRDRP"). This procedure is described in Appendix 2 of the Registration Policy.

Unless the lack of compliance is corrected by this deadline, Your .paris domain name may be suspended for an additional period or deleted. In case of suspension and/or deletion of your .paris domain name under this article, You will not be reimbursed any registry fees.

- 4.3 We also reserve the right to deny, suspend, modify the status, delete and/or transfer any registration that We deem necessary
- i. to protect the integrity, security, and stability of the .paris registry;
 - ii. to avoid any liability on the part of the City of Paris, its agents, officers, directors, representatives and employees;
 - iii. to comply with all applicable laws and regulations, or with any dispute resolution process;
 - iv. to comply with any order from a Court of competent jurisdiction.

5. Dispute resolution

You adhere and agree to comply with all ICANN and City of Paris policies

and procedures for resolution of disputes concerning Your .paris domain name. You agree in particular to submit to the following Dispute Resolution Policies:

- a. The Uniform Domain Name Dispute Resolution Policy ("**UDRP**") adopted by ICANN, which can be found at <http://www.icann.org/en/help/dndr/udrp/policy> and is incorporated into this Registration Policy by reference. Any third-party challenge to Your .paris domain name registration following UDRP Proceedings will be conducted according to the Rules available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.
- b. The Uniform Rapid Suspension ("**URS**") Policy and URS Procedure adopted by ICANN, which can be found at <http://newgtlds.icann.org/en/applicants/urs>, as well as to any other dispute policies that may be mandated by ICANN; and

6. Accuracy of Your contact information

- 6.1 You will provide all the required information to register the domain name, as well as complete and accurate contact details from individuals or corporate entities associated with the domain name records, as required by the registration process, including:
 - a. Your full name and/or the name of your organization, postal address, e-mail address, voice telephone number, and (where available) fax number;
 - b. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the registered name;
 - c. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the registered name; and

All of the data referred to in this Section 6.1 shall be referred to as "**Contact Information**" or "**Personal Data**". Providing Contact Information is mandatory in order to register a domain name.

- 6.2 You shall immediately correct and update the Contact Information during

the term of the domain name registration.

- 6.3 With respect to third-party individuals (such as administrative and technical contacts) whose Contact Information You may provide Us with (via Your Registrar), You warrant that You have informed them:
- a. of the intended uses and recipients of their Contact Information,
 - b. of the means allowing them to access and, if necessary, modify the Contact Information We hold about them via Your Registrar.

You also represent and guarantee that You have obtained from such third-party individuals the corresponding consent to process their personal data in accordance with this Registration Policy.

7. Protection of Your personal data

- 7.1 Personal Data processing – Information – Exercise of the Data subject rights

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.

Your Personal Data are collected and processed by the Registrar where your domain name is registered. In the context of the processing of Personal Data that it operates, your registrar is the data controller with whom you exercise your personal rights (right of access, right of rectification and right of objection for legitimate reasons...).

- ✓ The processing of Personal Data by the City of Paris and Afnic, joint controllers, for the administration of the naming zone in question. Regarding this kind of Personal Data processing, the City of Paris and Afnic jointly determine the purposes and means of processing.

Concerning the processing of Personal Data for the administration of the naming zone, the City of Paris will collect Your Personal Data from the sponsoring Registrars. For the purpose of administrating the naming zone, Your Personal Data are in particular:

- a. Processed by the City of Paris, Afnic and their services providers to provide registry services, as required by ICANN;
- b. For legal entities registrants, made publicly available through the Whois database service, via which the Contact Information can be consulted by anybody with access to the Internet;

The City of Paris owns the rights to the "Whois" database; providing the registry services, Afnic has a right to use the "Whois" database. The City of Paris 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.

- c. Sent to a Data escrow provider, in compliance with the provisions of the Registry Agreement.
- d. Additionally, Your Contact Information may be made available to ICANN for inspection and to third parties in the terms and conditions defined below.

It is up to both the City of Paris and Afnic, on the one hand, and the Registrar, on the other hand, 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.

The City of Paris and Afnic, on the one hand, and the Registrar, on the other hand, 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.

The Data subjects 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 Data subjects.

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.

Both the City of Paris and Afnic, on the one hand, and the Registrar, on

the other hand, 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.

7.2 Confidentiality – Restricted information

The City of Paris and Afnic will ensure the security and confidentiality of the Contact Information collected, and protect the latter from loss, misuse, unauthorized disclosure, alteration or destruction.

The very relevance of the "Whois" database is such that all the information relating to domain name registrants, whether they are individuals or corporate entities, must be distributed online and be available to everyone. Nevertheless, in compliance with the provisions resulting from the regulations in force applicable to the processing of Personal Data and, in particular, the GDPR, when a domain name is registered by an individual, the registrant may opt by default for the "restricted distribution" option.

When this option is chosen, no Personal Data is distributed online within the Whois database.

Personal Data required for domain name registrations may be disclosed, however, by Afnic for the City of Paris:

- ✓ 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 for the disclosure of Personal Data using a form called a "Request for the disclosure of personal data" which is available on the .paris website. The disclosure of Personal Data 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.
- ✓ as part of ICANN and the City of Paris procedures for resolution of

disputes concerning Your .paris domain name.

8. Registrant liability

You will hold the City of Paris harmless against any third-party claims, complaints, actions, and objections arising from or in connection with any .paris domain name rights, registrations, uses, or transfers of .paris domain names.

Consequently, You will be liable for the costs of any damages awarded against the City of Paris further to litigation, preliminary proceedings, or any other claims, including the costs incurred in defending its interests and counsel fees.

9. Policy modifications

We reserve the right to modify this Registration Policy at any time.

We will post any new versions of the Registration Policy on Our website, available at www.bienvenue.paris, at least forty-five (45) days before it becomes effective.

10. Miscellaneous

10.1 Governing law and jurisdiction

This Registration Policy is governed by French law.

Any complaints that may arise from the interpretation or execution of this Policy shall be resolved by the competent authorities of the Courts of Paris.

10.2 Language

This Registration Policy was drafted in French and English.

In the event of any difficulty in interpreting the terms of this Policy, only the French version shall prevail between the parties.

11. Glossary

- ✓ « **Afnic** » : refers to l'Association Française de Nommage Internet en Coopération. Afnic provides registry services for .paris in its capacity as delegate of the .paris gTLD for the City of Paris.
- ✓ "**Data escrow provider**": refers to the data deposit agent that provides data escrow services described in Specification 5 of the Registry Agreement.

- ✓ **"Domain name"**: refers to a character string registered in the .paris top-level domain.
- ✓ **"Personal Data"** refers to any information relating to an identified or identifiable natural person ("Data subject").
- ✓ **"RAA"**: refers to the 2013 Registrar Accreditation Agreement approved by the ICANN Board on 27 June 2013, which can be found at <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.pdf> or, if amended or superseded, the most current ICANN Registrar Accreditation Agreement.
- ✓ **"Registrar"**: refers to an organization accredited by ICANN and the Registry Operator to provide .paris domain name registration services.
- ✓ **"Registration Agreement"**: refers to the electronic or paper registration agreement that the Registrar must enter into with each Registrant, in compliance with Section 3.7.7 of the RAA.
- ✓ **"Registry Agreement"**: refers to the contract signed by the Registry and ICANN on 30 January 2014, and available at <http://www.icann.org/en/about/agreements/registries/paris>
- ✓ The **"Trademark Clearinghouse"** is a rights protection mechanism built by ICANN, consisting of a centralized database of verified trademarks, that is connected to each and every new gTLD that is launched and which provides the services described on <http://trademark-clearinghouse.com>.
- ✓ **"WHOIS" or "RDDS"** (Registration Data Directory Services): refers to all WHOIS services as defined in Specification 4 of the Registry Agreement.

Appendix 1

The Eligibility Restrictions Dispute Resolution Procedure ("ERDRP")

Within thirty (30) days of our decision to suspend the registration of your domain name under the [.paris] Top Level Domain ("TLD"), pursuant to Article 4.1 of the Registry Policy, you may challenge the decision by bringing the matter before the ERDRP committee for the [.paris] TLD (hereinafter referred to as the "Committee") in accordance with the provisions described below.

1. Referral to the Committee

As of the date of notification of the suspension of the registration of your domain name as part of the eligibility verification process, you have a period of thirty (30) days in which to challenge our decision before the Committee.

The matter can be referred to the Committee free of charge by sending the "ERDRP Referral" form to erdrp@afnic.fr. This form is available upon request at the following address: erdrp@afnic.fr.

Your referral should be accompanied by the supporting documents that you wish to invoke in support of your claim.

2. Composition of the Committee

The Committee is a body tasked with taking decisions on an objection filed by the Holder of a domain name under the [.paris] TLD subject to suspension for ineligibility pursuant to the Registration Policy of the [.paris] TLD.

The Committee consists of two experts appointed by the Registry for their legal skills, their knowledge of the [.paris] Registration Policy and of domain name market practices, and their experience which is required to ensure effective implementation of the [.paris] domain name Registration Policy.

3. Deontology

Each member of the Committee shall consider and treat as confidential all the data and information received for the purposes of studying the file in question, and shall use none of the data or information for any purpose other than those specified in this Procedure.

Each member of the Committee is bound by a duty of neutrality and impartiality with respect to the evidence brought to their knowledge, with particular reference to the documents and statements of the Holder of the domain name and those of the City of Paris.

Should a member of the Committee be subject to a conflict of interest, s/he shall be replaced by a substitute.

4. Opening of the Procedure

Within fifteen (15) days of receipt of the "ERDRP Referral" form, the Committee shall notify the opening of the Procedure to the Holder as well as to the Registrar managing the domain name in dispute.

5. Study of the claim

The Committee reserves the right not to consider the documents submitted in languages other than in French if the requested translation is not provided, is incomplete, or is invalid.

The Committee rules on the claim exclusively in light of the documents and statements sent by the Holder without conducting further research.

6. Lead-time for the Procedure

The Committee rules on the claim within thirty (30) days after the opening of the Procedure. You may terminate the Procedure at any time after having notified the Committee. In this case, the domain name in dispute is immediately deleted.

The Committee will analyze whether or not the Holder meets the [.paris] eligibility criteria, as required by Article 2.1.

7. Committee Decision

The Committee's decision shall be substantiated in writing, and indicate the date on which it was made.

The decision is notified by electronic means to the Holder as well as to the Registrar managing the domain name in dispute.

The Committee's decision is executed on the date of notification to the Holder.

If the decision is in favor of the Holder, the suspension affecting the domain name involved in the dispute shall be waived and the Procedure ended.

If the decision is not in favor of the Holder, the domain name shall be deleted and the Procedure ended.

Appendix 2

The Compliance Reconsideration Dispute Resolution Procedure ("CRDRP")

Within thirty (30) days of our decision to suspend the registration of your domain name under the [.paris] Top Level Domain ("TLD"), pursuant to Article 4.2 of the Registry Policy, you may challenge the decision by bringing the matter before the CRDRP committee for the [.paris] TLD (hereinafter referred to as the "Committee") in accordance with the provisions described below.

1. Referral to the Committee

As of the date of notification of the suspension of the registration of your domain name as part of the non-compliance verification process, you have a period of thirty (30) days in which to challenge our decision before the Committee.

The matter can be referred to the Committee free of charge by sending the "CRDRP Referral" form to crdrp@afnic.fr. This form is available upon request at the following address: crdrp@afnic.fr.

Your referral should be accompanied by the supporting documents that you wish to invoke in support of your claim.

2. Composition of the Committee

The Committee is a body tasked with taking decisions on an objection filed by the Holder of a domain name under the [.paris] TLD subject to suspension for non-compliance pursuant to the Registration Policy of the [.paris] TLD.

The Committee consists of two experts appointed by the Registry for their legal skills, their knowledge of the [.paris] Registration Policy and domain name market practices, and their experience which is required to ensure effective implementation of the [.paris] domain name Registration Policy.

3. Deontology

Each member of the Committee shall consider and treat as confidential all the data and information received for the purposes of studying the file in question, and shall use none of the data or information for any purpose other than those specified in this Procedure.

Each member of the Committee is bound by a duty of neutrality and impartiality with respect to the evidence brought to their knowledge, with particular reference to the documents and statements of the Holder of the domain name and those of the City of Paris.

Should a member of the Committee be subject to a conflict of interest, s/he shall be replaced by a substitute.

4. Opening of the Procedure

Within fifteen (15) days of receipt of the "CRDRP Referral" form, the Committee shall notify the opening of the Procedure to the Holder as well as to Registrar managing the domain name in dispute.

5. Study of the claim

The Committee reserves the right not to consider the documents submitted in languages other than in French if the requested translation is not provided, is incomplete, or is invalid.

The Committee rules on the claim exclusively in light of the documents and statements sent by the Holder without conducting further research.

6. Lead-time for the Procedure

The Committee rules on the claim within thirty (30) days after the opening of the Procedure.

You may terminate the Procedure at any time after having notified the Committee. In this case, the domain name in dispute is immediately deleted.

The Committee will analyze whether or not the Holder makes use of the domain name under the [.paris] TLD in accordance with the terms and conditions set out in section 4.2 of the registration policy.

7. Committee Decision

The Committee's decision shall be substantiated in writing, and indicate the date on which it was made.

The decision is notified by electronic means to the Holder as well as to the Registrar managing the domain name in dispute.

The Committee's decision is executed on the date of notification to the Holder.

If the decision is in favor of the Holder, the suspension affecting the domain name involved in the dispute shall be waived and the Procedure ended.

If the decision is not in favor of the Holder, the domain name shall be deleted and the Procedure ended.