

Conditions particulières applicables aux noms de domaine en .asia

Dans le cas où le Client demanderait à MailClub de jouer le rôle de contact local ("CED") au travers de sa filiale MailClub Asia Registrar Services Ltd., Hong Kong, le Client recevra un mandat qu'il devra retourner signé au MailClub. Cette option est facturée 20 euros HT par an.

Le Client reconnaît avoir pris connaissance et accepter les conditions suivantes édictées par le registre officiel, applicables à l'enregistrement des noms de domaine en .asia :

REGISTRANT'S OBLIGATIONS TO THE REGISTRY OPERATOR

Use of Personal Data by Registry Operator

The Registrant* consents to the use, copying, distribution, publication, modification and other processing of its Personal Data by DotAsia Organisation Limited and its designees and agents in a manner consistent with the purposes specified pursuant to the Registry-Registrar Agreement and with relevant mandatory local data protection, laws and privacy.

Timely Update of Information

The Registrant agrees to correct and update the registration information for the Registered Name immediately during the registration term for the Registered Name.

Compliance with Registry and ICANN Policies

In addition to the complying with the Registrar's policies, the Registrant agrees to comply with those ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator DotAsia Organisation Limited has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.

The Registrant agrees to comply with all the operational standards, policies, procedures, and practices for the .ASIA Registry as established from time to time in a non-arbitrary manner by DotAsia Organisation Limited ("Registry Policies"). The Registrant acknowledges that Registry Policies are applicable to all registrars and/or registrants. Any changes of the Registry Policies by the DotAsia Organisation Limited that are consistent with the Registry Agreement shall be effective upon thirty (30) days' notice by DotAsia Organisation Limited to Registrar.

The Registrant agrees to be bound by the terms and conditions as set down by DotAsia Organisation Limited during the initial launch and the general operations of the .ASIA TLD, including without limitation its Start-Up Policies where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.

Dispute Resolution

The Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP").

The Registrant agrees to submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia Organisation Limited from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

Charter Eligibility Declaration Contact's Joint Responsibility

The Registrant acknowledges and agrees to comply with the .ASIA Charter Eligibility Requirement.

The Registrant acting as Registrant Contact represents and warrants that it has made known to the Charter Eligibility Declaration Contact (the "CED Contact"), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the Registrant's legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited's .ASIA Charter Eligibility Requirement Policy published from time to time.

Registrant acting as Registrant Contact agrees that it has obtained an agreement from the CED Contact that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.

Indemnity Given to Registry Operator

The Registrant agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry Operator DotAsia Organisation Limited and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use.

Notwithstanding the other provisions in this Agreement, the Registered Name Holder agrees that this indemnification obligation shall survive the termination or expiration of this registration agreement.

DotAsia Organisation Limited's Reservation of Rights

The Registrant acknowledges and agrees that DotAsia Organisation Limited and Registry Services Provider, acting in consent with DotAsia Organisation Limited, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of DotAsia Organisation Limited as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein: or (v) to correct mistakes made by DotAsia Organisation Limited, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia Organisation Limited

also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

DotAsia Organisation Limited as Intended Third-Party Beneficiary

Notwithstanding anything in this Agreement to the contrary, DotAsia Organisation Limited, the Registry Operator of the .ASIA TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of DotAsia Organisation Limited have vested and that it has relied on its third party beneficiary rights under this Agreement in agreeing to Planete Marseille (dba MailClub) being a registrar for the .ASIA TLD. Additionally, the third party beneficiary rights of DotAsia Organisation Limited shall survive any termination or expiration of this Agreement.

Conflict between this Section with Other Sections of Registration Agreement

The Registrant acknowledges that in the event of conflict between this section of the Agreement and other sections of the same, this section shall prevail.

Renouvellement et résiliation :

Les noms de domaine en .asia ne sont pas renouvelés automatiquement à moins que vous n'ayez souscrit l'option 'Tacite Reconduction' avec le Mailclub.

Sans action positive de renouvellement de votre part, le nom de domaine sera placé en statut 'Pending Delete Restorable' par le Mailclub 6 jours après sa date d'expiration. Vous aurez reçu 4 relances par email avant cette suspension.

Le nom sera restaurable durant 30 jours, durant lesquels il sera possible de réactiver le nom. Cette opération de restauration est facturable. Le délai de restauration est de 72 heures.

A la fin de cette période de grâce le nom sera alors remis dans le domaine public et disponible pour enregistrement par un tiers.

* : "Registrant" = détenteur du nom de domaine