

Conditions particulières applicables aux noms de domaine en .asia

Toute personne souhaitant enregistrer en nom de domaine sous l'extension « .ASIA » doit disposer d'un contact administratif local. Ce contact était jusqu'alors dénommé « CED » pour Charter Eligibility Declaration Contact.

Afin de permettre à ses clients l'enregistrement d'un nom de domaine sous cette extension, le Mailclub se proposait de fournir via sa filiale basée à Hong Kong « MailClub Asia Registrar Services Ltd. », le contact nécessaire. Ce service était facturé 20 € HT par an et nécessitait la signature d'un contact par le Client.

Afin d'alléger la procédure, le registre du « .ASIA » a décidé du remplacement de ce contact « CED » par un contact dit « CEA » (Charter Eligibility Admin).

Ainsi, la signature d'une déclaration n'est désormais plus nécessaire. Cependant, la désignation d'un contact administratif local le reste.

Le Mailclub propose à ces clients la présence locale nécessaire (contact CEA), via sa filiale basée à Hong Kong. Ce service est facturé 20 €HT par an.

Cette modification n'entraîne aucun changement en ce qui concerne les noms de domaine enregistrés antérieurement.

Le Client reconnaît avoir pris connaissance et accepter les conditions suivantes édictées par le registre, 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 Admin (CEA) Contact

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

In order to be eligible for a .ASIA domain, at least one of the Administrative Contacts associated with the Domain Name must have a postal address within the DotAsia Community (CEA contact).

When the CEA Contact is used to satisfy these Charter Eligibility Requirement Policies, one of the Administrative Contacts associated with the Domain Name must contain a postal address within the DotAsia Community. No additional information is required.

The .ASIA Registry will monitor the compliance of CEA Contacts by sampling methodologies, and may cancel any registration that is non-conformant. When such conformance is in question, the Registry may request for documentary evidence substantiating that a provided postal address is valid and corresponds with the CEA Contact.

The Registrant Contact shall be solely regarded as the Registered Domain Holder and shall remain the Operating Contact for all operations, including but not limited to domain transfer and updates, and liabilities regarding the use of the domain.

Charter Eligibility Declaration (CED) Contact

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.