



## .CORSICA REGISTRATION POLICY

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# INTRODUCTION

This Registration Policy sets out the conditions governing .corsica domain name registration. The purpose of this document is to define the conditions and procedures for registration of domain names in .corsica. This document is intended for any Registrant wishing to register a domain name .corsica.

La Collectivité Territoriale de Corse (CTC) is the registry of domain names .corsica. This designation has occurred by signing the registry agreement between ICANN and the CTC 25 September 2014. This policy conforms to the requirements specified by ICANN.

## 1. Eligibility, contact and registration of domain names .corsica.

### 1.1. Mission and goals of .corsica

Dot corsica TLD is a community base TLD that address:

- businesses and the population of Corsica,
- the Corsican diaspora around the world,

and also

- to the wider community of physical persons, wherever they are, who have a direct or indirect link with Corsica, its people, its culture, heritage and language.

**The mission of .corsica** is to provide a namespace increased confidence of Internet users and strengthen the territory of Corsica brands in the digital environment.

**The objectives** of the TLD .corsica are:

- giving Corsicans new marketing identification solutions, localization, promotion and differentiation of their activities via the Internet through an Internet top level extension specifically dedicated to Corsica and carrier of meanings and values;
- differentiate, affirm its values against Corsica in its daily and its digital identity;
- enhance the quality and integrity of products and services made in Corsica with a location character, reliability, trust and security compared to other internet domains;
- promote the development of identity email services in the TLD .corsica;
- promote the dissemination, use and promotion of Corsica in cultural, heritage, linguistic and economic via the Internet;
- create a repository of intangible cultural heritage of Corsica on the Internet;
- support and strengthen regional digital strategy;
- defend, promote and disseminate the Corsican language.

These .corsica registration policies have also been drafted in order to guarantee the preservation of a digital commons, intangible assets of Corsica and Corsican.

## 1.2. Eligibility criteria

Individual or a legal entity may register (or renew) a .corsica domain name if it meets at least one of the criteria detailed below:

- **Legal entity in Corsica**

A company headquartered in Corsica or enterprise having its head office outside Corsica but a secondary establishment registered in Corsica.

- **Individuals living in Corsica**

The applicant may be a French or foreign citizen with a physical address valid on the territory of Corsica.

- **Nexus to the .corsican community Diaspora and link to the Corsican community**

Any individual who has and will prove a direct or indirect link attachment (economic, social, cultural, familial, historical or otherwise) with Corsica.

## 1.3. Maintaining eligibility

The Registrant must ensure that it meets permanently and throughout the life cycle of the Domain Name eligibility criteria specified above. When the Registrant no longer meets the eligibility criteria, they should contact their Registrar as soon as possible, and in any case within 14 calendar days after a change in circumstances that may cause his ineligibility in the light of the criteria established and request that the domain name be canceled, locked, put on hold, transferred, or deleted.

## 1.4. The coordinates and their accuracy

To register or renew a domain name .corsica, the Registrant must provide all the required information including complete and accurate details of natural or legal persons associated with the domain name, as required by the registration procedure:

- The full name for an individual and / or the **name of the organization** for a corporation, mailing address, email address, telephone number and fax number (if applicable);
- The full name, postal address, email address, telephone number and fax number (if any) **technical contact** for the domain name to be registered;
- The full name, postal address, email address, telephone number and fax number (if any) of the **administrative contact for** the domain name to be registered;

All these data constitute the "Contact Information". It is mandatory to fill in the details for registering a domain name.

## 1.5. Availability of domain names .corsica

No warranty is given to the Registrant by the .corsica Registry on the actual allocation of a domain

name for which the Registrant filed an application for, even if that domain name is indicated as available during registration of the request. No appeal shall be admitted for non award of the requested domain name.

### **1.6. The principle of "first come, first served"**

Apart from the specific provisions of certain priority registration phase, the registration of domain names in .corsica is based on the principle of "first come, first served".

Thus, the domain name is assigned in chronological order of receipt of the request in the database registry record data in regular technical conditions.

Launch phases and priority registration (Sunrise, LRP, Landrush) are subject to special registration rules.

### **1.7. Restriction on the number of registered domain names**

No restrictions are imposed on the number of domain names that can be registered by a Registrant.

### **1.8. Transferring a domain name to another person or entity**

A domain name can only be transferred to another party (other person or entity) that meets the requirements of this Policy. The party receiving the domain name must also ensure that it meets the eligibility criteria and would be entitled to register the domain name if she applied for registration for its own account.

## **2. Typographical and syntactic rules**

The domain name registered .corsica must respect the syntactic standards defined by ICANN and the registry.

The domain name requests must comply with all of the following requirements. Each label in the domain name must:

- Have a minimum of 3 characters and a maximum of 63 characters;
- Only contain letters (az, AZ), numbers (0-9) and hyphens (-) and all the characters used in French (except accented and special characters), or a combination of those -C;
- Begin with a letter or number and end with a letter or number;
- Do not begin or end with a hyphen (-);
- Not contain hyphens (-) in third and fourth position (eg www.ab - - cd.corsica) and
- Do not include a space (eg www.ab cd.corsica).

## **3. Domain names reserved and restricted**

### **3.1. Domain names reserved by the Registry**

The .corsica Registry reserves, in its sole discretion:

- The possibility of making certain domain names unavailable for registration and not to allow their allocation under certain conditions.
- The right to determine the time, the price and the conditions will be registered these domain names and / or the use that will be made.
- The right to publish or not the list of reserved names.

### *3.1.1 Municipalities and EPCI*

The names of Corsican EPCI and public municipalities can be recorded primarily during the period detailed in the Launch Policy. These names are blocked for a period of 24 months from the opening date of the General Availability. Only the legal representatives of the Municipalities and EPCI can register the domain name of the municipalities or EPCI.

**After this period of 24 months, the domain names will be made available to the public record without restriction or blocking period can be renewed again by the registry.**

### *3.1.2 Premium domain names*

The Registry reserves, in its sole discretion, the possibility of classifying some domain names in a list called the "premium domain names." These premium domain names will become available for registration by the registry under certain price conditions or according to a schedule and auction at the sole discretion of the registry.

The terms of price, utilization and allocation of premium names may change over time.

The list of names Premium may change over time and at the sole discretion of the registry. A registered domain name that would fall into the public domain may, at the discretion of the registry, be classified (or reclassified) in the list of premium names.

The Registry reserves the right to publish or not the list of premium names.

## **3.2 Domain names reserved by ICANN**

ICANN provides a list of reserved domain names, which should prevent registration, except under certain conditions. These conditions are described in Specification 5 of the Registry Agreement.

Reserved Names

- for technical reasons (NIC RDDS, www, Whois)
- representing Country or territory names
- representing the names of intergovernmental organizations
- which consist of two ASCII characters
- that represent the names of the IOC and those of the International Red Cross and Red Crescent Movement, etc <https://www.icann.org/resources/pages/reserved-2013-07-08-en>

## **4 Registration of domain names**

The Registrant apply for registration of a domain name by specifying precisely its coordinates with a Registrar accredited by ICANN and also by the Registry. The list of accredited registrars is available on the Registry website.

The Registrar send (EPP protocol) to Registry registration system the application. The process is automated.

The result of the recording is sent to the registrar who must inform his client, the Registrant. If successful, the confirmation of the domain name registration is sent to the Registrar. If registration fails, an error message is sent to the Registrar.

Once registration is completed, contact information, as required by ICANN, will be accessible via a Whois query. Whois is accessible at <http://whois.nic.corsica> . The holder must immediately check these details and immediately by the Registrar to correct the mistakes he had noted.

The Registrar shall inform the Registry as soon as possible of any application or registration intention, at one time, involving over 5,000 domain names from a single Registrant.

## 5 Using your domain name in .corsica

**You are solely responsible for the use and operation of your domain name.**

**You agree that using your domain name in .corsica:**

- is made of a generally considered legitimate
- friendly and safe for the image of Corsica and the Corsican community
- is not likely to damage or undermine the name, image or reputation of the Register, its partners
- be based on good faith when registering the domain name and also during its life cycle.

Failure to comply with these commitments will result in the suspension or cancellation of the domain name registration.

**You also agree not to:**

- use your domain name in .corsica to offer a commercial service similar to a service registry to provide domain name registration.
- use your domain name in .corsica to disseminate unwanted commercial advertisements contrary to the law.
- engage in the following practices: distributing malware, unauthorized use of botnets (botnets), phishing (Phishing), hacking, infringement of intellectual property rights, fraudulent or deceptive practices, forgery or any other activity contrary to the legislation in force.
- use your .corsica domain name with the sole purpose of marketing it or give it away in any manner whatsoever to the applicants.
- Register your domain name in .corsica in a way detrimental to the rights of third parties, including intellectual property rights.
- Register your domain name in .corsica mainly in order to harm the reputation of a holder of legitimate interest or a right to that name or a related name, or that of a product or service likened to this name in the public mind.
- Register your domain name primarily for the purpose of enjoying the fame of holding a legitimate interest or a right to that name or a related name, or that of a product or service likened to that name, by creating confusion in the public mind.
- use your domain name to deceive the public or misleading, such as to the geographic location to which the name refers, or official nature of its origin.
- use your .corsica domain name in a manner likely to damage or undermine the name, image or reputation of the region Corsica, its departments, its towns, EPCI and / or its partners .

- not to violate the laws and regulations

## 6 Surveillance, rights and responsibilities Registry

### 6.1 Evaluation of eligibility criteria and contact information

It is the Registrant to comply with the eligibility criteria set out above (section 1.2) and to provide all the required data.

After the General Availability of .corsica, no evidence shall be sought *a priori* by the Registrar during the domain name registration. However, the Register will throughout the life of the domain name, in its sole discretion and on his own initiative, undertake the assessment:

- Of eligibility criteria by a Registrant and ask a Registrant to provide material evidence of compliance with one of the 3 detailed eligibility criteria in section 1.2
- Of coordinates that the Registrant will be shown (including the absence of update).
- Of .corsica Website content in particular in view of the requirement to have at least a page of its website in Corsican language and respect the mission and objectives of .corsica.

If in doubt as to the veracity of the information provided or in case of detection of non-compliance related to this Registration Policy, the Registrant will be contacted and must, within 14 calendar days, meet demand formulated by the registry. Failure to respond within the time limit may result in suspension or cancellation of the domain name.

If the Registry determines that the Registrant does not meet the eligibility criteria described in this Policy or the Registrant's contact information is incorrect, the registry can only decide to cancel, lock, hold, transfer or delete the name Domain Registry without the needing to publish or to justify its decision and that the Registrant can not claim any prejudice.

The Register may also examine the content of the website and a domain name to ensure that:

- the content of the website,
- the terms used to form the domain name (reference is made in particular to the names listed in the list of prohibited terms)

are compatible with the mission and goals of .corsica.

If the registry finds that the domain name or the content of the website is not compatible with the mission and goals of .corsica, the Register may at its discretion cancel, lock, hold, transfer, or delete the domain name.

### 6.2 The rights and responsibilities of the Registry

The Registry reserves the right to refuse any request for a domain name, or cancel, lock, hold, transfer, delete, or take any other action on a domain name or an operation it deems necessary, in its sole discretion to:

- protect the integrity, security and stability of the Service;
- to comply with its obligations to ICANN;



- comply with laws, government rules or requirements, requests of law enforcement, or in compliance with the policies or dispute resolution process;
- avoid any liability, civil or criminal, on his part, as well as affiliates, subsidiaries, officers, directors, employees and subcontractors;
- compliance with published policies;
- to stop or prevent any violation of all or part of the terms of the Registration Agreement concluded between the Registrar and the Registrant
- non-payment of any fee to the Registry; or
- correct errors made by the Registry or Registrar or any of the registry service providers as part of an application for a domain name.

## 7 Dispute resolution

The Registrant, through registration or renewal of a domain name in .corsica, agrees to comply with all policies and procedures of resolution of disputes and the registry also those of ICANN, including:

### 7.1 UDRP - Uniform Domain-Name Dispute-Resolution Policy

- Uniform Resolution Policy of disputes relating to domain names ("UDRP") adopted by ICANN and available at this url: <http://www.icann.org/en/help/dndr/udrp/policy>
- This Policy is incorporated by reference in this Registration Policy.
- Any challenge issued by a third party regarding the registration of a domain name in .corsica following a UDRP proceeding shall be conducted under the rules at this URL: <http://www.icann.org/en/dndr/udrp/uniform-rules.htm> and the additional rules defined by the service provider in the settlement of administrative disputes.

### 7.2 URS - Uniform Rapid Suspension

- The Uniform Rapid Suspension Policy ("URS") approved by ICANN, available at this url: <http://newgtlds.icann.org/en/applicants/urs>
- and any other policy or dispute resolution procedure that may be imposed by ICANN.

Policies and procedures for resolving disputes ICANN - Uniform Domain-Name Dispute Resolution Policy can be found here:

<https://www.icann.org/resources/pages/dndr-2012-02-25-en>

## 8 The protection of personal data

### 8.1 Data collection and treatment

The registry collects coordinates with the Registrars for the registration and domain name renewal of .corsica domain names. A registrant by Registering or renew a domain name in .corsica agree that these coordinates are:

- Processed by the registry to ensure registry services, as required by ICANN;

- Published in the "Whois" database, allowing anyone with Internet access to check these coordinates;
- Transmitted to a receiver in accordance with Provider Registry Agreement.
- In addition, the coordinates can be transmitted to ICANN for control purposes.

## 8.2 Data Security and Privacy

The Registry is committed to ensuring the security and confidentiality of the Information against loss, misuse, unauthorized disclosure, alteration or destruction.

## 8.3 Contact Third Party

As for third parties (. Eg administrative and technical contacts) which the registrant may have provided the coordinates (via the Registrar), the Registrant guarantee having informed them:

- the recipients and the intended use of their coordinates,
- their access rights and, if necessary, correct the coordinates on through the Registrar.

The Registrant also secured the consent of such third parties in the processing of their personal data in accordance with this Registration Policy.

# 9. Acceptance of the registration policy and responsibility of the Registrant

## 9.1 Acceptance of this Policy

- The fact that the Registrant apply for registration of a Domain Name in .corsica or renewal of an existing domain name constitutes acceptance of this registration policy by the Registrant and its regular updates.
- This Policy Registration will thus be updated particularly with regard to changes in ICANN's policies and guidelines.
- Registering a domain name .corsica will be achieved by the conclusion of a Registration Agreement between the Registrant and the Registrar accredited by ICANN and also accredited by the registry.
- The conformity of the registration and use of a domain name .corsica with the above mentioned documents are the sole responsibility of the Registrant.

## 9.2 Responsibility of the Registrant

- The Registrant undertakes to respect all the terms, provisions and requirements of this Policy Registry and those of ICANN.
- The Registrant undertakes to guarantee the registry and its representatives against any claim, action, claim or objection from any person claiming any right on the domain name in .corsica the Registrant and the result of a record , a use or transmission of its domain name in .corsica.
- Consequently, the Registrant is aware that he will need to pay all damages that the registry would be sentenced or of which it should fulfill because of a pre-litigation or litigation or other proceedings including costs incurred in defending its interests and counsel fees.

## 10. Fixing the Price

All domain names must be purchased from the Registrars. The Registrars form the .corsica distribution network. Their list is published on the Registry Internet site.

The accreditation of a Registrar by the Registry .corsica is through a contract that stipulates, among other items, the prices associated with each domain name transaction.

Each Registrar is however free to set its final selling price to the Registrant on the basis of its business model and services it offers.

The selling price and the renewal price of a domain name must be focused very clearly to the attention of a Registrant when it signs contracts with a Registrar.

### 10.1 Creation Award and renewal price of a domain name

The contract between the Registry .corsica with ICANN involves a number of obligations under the tariff policy to be applied to the creation or renewal of a domain name.

The Register may at any time revise its pricing policy and in particular the prices it charges to Registrars.

All domain names are subject to the Registry Policy and may be restricted or reserved as described in the Present Policy.

### 10.2 Premium Names

As stated in 3.1, the Registry reserves, in its sole discretion, the possibility of classifying some domain names in a list called the "premium domain names."

The premium names can have a different price than the standard price as for their creation and for their renewal.

It is perfectly understood that the list of Premium names may be amended, supplemented or modified at any time and at the sole discretion of the registry.

The terms of price, utilization and allocation of premium names may change over time.

A registered domain name that would fall into the public domain may, at the discretion of the registry, be classified (or reclassified) in the list of premium names.

The Registry reserves the right to publish or not the list of premium names.

When a Premium domain is proposed to name the registration, it can be established a claim period for this domain name.

### 10.3 Application fee

At times, the domain names will not be issued based on the principle of "first come, first served", which includes the Sunrise period, limited registration periods (LRP), the Landrush period (as described in our launch policy), and also when a premium domain name is made available for registration.

During these periods:

- A domain name may be subject to multiple requests;
- In case of multiple applications, the potential conflict between the applicants will be resolved

- under the terms of the relevant policy, which may include auctions;
- The application for a domain name can be made pay. This award will be separate from the domain name creation of prizes as well as that of its renewal or auction price.

#### **10.4 Auction Fees**

In the case of multiple applications for a domain name, a fee may apply.

When a domain name is the subject of an auction, the auction fees can be charged for the right to register the domain name. These fees are separate from the registration fees of the name itself. The fee for the creation still apply.

### **11. Changes to this Policy**

This Registration Policy may be modified at any time by the registry.

Any modification and / or review and / or amendment of this Policy will be published by the Registry on its website. Any new version of the Registration Policy enter into force fifteen (15) calendar days after its publication on the website. Only the version of the Registration Policy domain names published on the site and which entered into force shall prevail.

On the date of its entry into force, the new version of the registration policy will be immediately applicable to all new domain name; to existing domain names after their renewal and any litigation file open for a domain name in .corsica, whatever the date on which the dispute arose in relation to the effective date of entry new registration policy.

### **12. Applicable law and jurisdiction**

French law governs this Registration Policy.

All disputes arising from the interpretation of this policy or its enforcement will be decided by the competent courts of jurisdiction of the Courts of Bastia.

### **13. Language**

This Registration Policy has been drafted in French, in Corsican language and in English.

Only the French language version shall prevail drafted and will be binding between the parties.