

ANNEX .CEO - SPECIAL CONDITIONS FOR THE .CEO TLD

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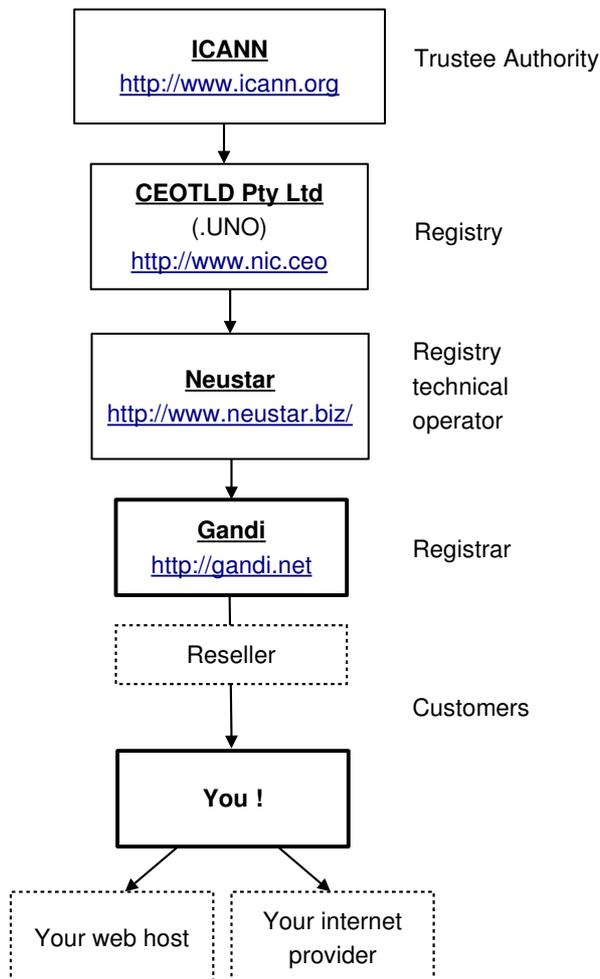
In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .CEO domain name implies the acceptance of and compliance to the present special conditions contained herein.

All Your legal information and contracts can be viewed at any time via Our [website](#). Capitalized terms have the definition attributed to them in Our [General Terms and Conditions](#) of Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi. Your current contracts are freely available for viewing when You log into Your account at: <http://www.gandi.net/admin/contracts/>.

Section .CEO.1. Trustee authority and Registry

.CEO is a generic Top-Level-Domain (gTLD). .CEO is aimed to Ceo's and their equals : managing directors, founders and presidents.

The following diagram presents the various parties involved for the .CEO TLD:



You can view the information and special rules of each party involved by clicking on the respective links.

Section .CEO.2. Registration terms and conditions

When You apply to register a .CEO domain name, You acknowledge that You have fully understood, and that You certify to have full knowledge of and that You agree to abide by all the rules and specific conditions of .CEO domain names, as defined by ICANN and GEOTLD Pty Ltd and which may be viewed in the annexes below:

- CEOTLD Pty Ltd Acceptable Use Policy : <http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMDIEeUY0RUFL>
- CEOTLD Pty Ltd Complaint Resolution Service Policy : See annex below
- CEOTLD Pty Ltd Privacy and Whois Policy : <http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMDIEeUZFRUEw>
- CEOTLD Pty Ltd Sunrise Dispute Resolution Policy : <http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMDIGWIMyRUFF>
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .CEO Registry. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and to have accepted these rules on Our Website.

.CEO Registry may, in its sole discretion, modify the Registry Policies at any time and from time to time. The .CEO Registry shall post the current version of the Registry Policies on its website. The .CEO Registry may inform Gandi of changes to the .CEO Registry policies via email, and Gandi may in turn notify You of any changes thereto. You agree that such email shall not be considered spam; however, neither the .CEO Registry nor Gandi shall not be obligated to provide such notice via email or otherwise. You agree to check the .CEO Registry's [website](#) periodically for .CEO Registry Policy updates.

The contract between ICANN and the .CEO Registry is available at the following address:

<http://www.icann.org/en/about/agreements/registries/ceo>

Section .CEO.3. Launch rules

The .CEO domain name launch will occur in three (3) phases: the

Sunrise, the Landrush and general opening.

The Sunrise phase will run from the 10th of February, 2014 to the 11th of March 2014. The Landrush phase is scheduled from the 17th of March until the 24th of March. General opening is scheduled for 28th of March, 2014. These dates are not definitive and are subject to change by the Registry.

Preregistrations during the Sunrise, the Landrush and general opening phases are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

Section .CEO.4. Special requirements

.CEO special requirements are available at:
<http://www.gandi.net/domain/ceo/info>

.CEO domain names are open to anyone. Notwithstanding, before accessing the network set-up by the .CEO Registry a CEO verification process will take place online.

You agree to provide and maintain true, current, complete, accurate and reliable personal contact information, failing this the .CEO Registry can suspend or delete Your domain name.

.CEO Registry retains the irrevocable right, but expressly disclaims any obligation, in its sole discretion, to monitor and/or scan any content published or sent under a domain name registered in the Registry, including where such content involves an intrusion or causes modification of .CEO Registry or other data, providing such scanning is for the purpose of identifying Internet security vulnerabilities or the presence of malicious software or content capable of causing harm or disruption to the systems of other Internet users or the .CEO Registry, or content which is illegal. The .CEO Registry may delegate this right to its agents, representatives, successors, and assigns or choose not to exercise the right. The .CEO Registry shall not be liable to You or any third party either for taking action, or failing or declining to take action for Your violation of this section.

Section .CEO.5. Sunrise

5.1 Eligibility rules

Only owners of a trademark registered with the trademark rights protection mechanism “[TMCH](#)” (Trademark Clearinghouse) established by ICANN are eligible to make a request during the Sunrise period.

As a TMCH trademark agent, Gandi can proceed with the registration of Your trademarks with TMCH (service reserved to Our Corporate customers, please contact Our [Corporate team](#)).

Eligibility conditions concerning the registration of a trademark with TMCH and the applicable rules are available at the following address: <http://www.trademark-clearinghouse.com/downloads>

Once Your trademark has been validated, TMCH generates one

or several "labels" strictly identical to Your trademark.

Upon the submission of Your trademark with TMCH, You can choose the Sunrise service, provided that Your trademark has been validated by TMCH. The Sunrise service includes:

- generating a “SMD” (Signed Mark Data) file that proves the validation of Your trademark and allows You to make a registration request during the Sunrise period for one or several domain names strictly identical to the “label(s)” generated, provided that You comply with the eligibility conditions and rules enacted by the Registry,
- sending notifications (NORNs) that inform You of the registration of a domain name identical to Your trademark by a third party during the Sunrise period.

During Your registration request on Our interface, You must upload Your “SMD” file for verification.

5.2 Allocation rules

Applications are not reviewed on a “first-come first-served” basis, they will be considered as having arrived at the same time:

- if only one qualified application is made for a domain name, the domain name will be registered on behalf of applicant within the days following the end of the Sunrise period,
- if multiple qualified applications are made for the same domain name, the domain name will be subject to closed auction between all applicants for this domain name. The rules applicable to the auction procedure are available on the website of [Namejet](#), the auction provider and as far as the Registry at the following page:
<http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMDIGWIMyRUFF>

5.3 Dispute resolution

Any dispute relative to the validation of Your trademark with TMCH must be submitted in accordance with the dispute resolution procedure established by TMCH:

<http://www.trademark-clearinghouse.com/dispute>

Any dispute arising from the allocation of a domain name during the Sunrise period must be submitted in accordance with the dispute resolution procedure established by the Registry that You agree fully abide by:

<http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMDIGWIMyRUFF>

.CEO Registry set up a framework on his own to settle disputes which is the Complaint Resolution Service to which You fully abide by and which is available in annex.

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, “SMD” file invalid or revoked ...) or if the domain name is not granted to You

(domain name granted to an other person during an auction, if a third party has successfully challenged the domain name registration ...).

Section .CEO.6. Landrush

6.1 Eligibility rules

The Registry of the .CEO offers a Landrush where any eligible applicant may apply to a domain name in .CEO before the commencement of the general availability period.

6.2 Allocation rules

Applications are not reviewed on a "first-come first-served" basis, they will be considered as having arrived at the same time:

- if only one qualified application is made for a domain name, the domain name will be registered on behalf of applicant within the days following the end of the Landrush period,
- if multiple qualified applications are made for the same domain name, the domain name will be subject to closed auction between all applicants for this domain name. The rules applicable to the auction procedure are available on the website of [Namejet](#), the auction provider and as far as the Registry at the following page:
<http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMDIGWIMyRUFF>

6.3. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected or if the domain name is not granted to You (domain name granted to an other person during an auction, if a third party has successfully challenged the domain name registration ...).

Section .CEO.7. General opening

On general opening, the domain name will be allocated on a "first-come first-served" basis.

In accordance with ICANN rules, during 90 days upon the general opening, a "Trademark Claim Notice" period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the "labels" generated), You will received a warning notice ("Trademark Claim Notice") in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be sent to the Registry.

If You confirm Your registration request, the third parties that are

the owners of an identical mark are notified of Your registration.

For requests made in preregistration, beginning one day prior to the general opening, Gandi will notify You by email of the "Trademark Claim Notice" and Your registration request will be put in "error" until You confirm or cancel Your registration via Our interface. It being specified that, in accordance with ICANN rules, if You do not confirm the notice, Gandi will not send Your registration request to the Registry upon the general opening and can not, in any case, be held liable of the non-registration of Your domain name and particularly if the domain name is registered by a third party who has validated the "Trademark Claim Notice" upon the general opening.

It is Your sole and entire responsibility to confirm, if You want, all the notices received before the general opening and the sending of Your request to the Registry.

Section .CEO.8. Reserved names and premium domain names

Some words are reserved or prohibited:

<http://www.icann.org/en/about/agreements/registries/ceo>

(specification 5. schedule of reserved names), names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

The registration of "premium" domain names is not available on Our interface, You would need to contact Our customer service department for this.

Section .CEO.9. Registration term

The registration term is 1 year for requests made during the Sunrise period, term is also 1 year for the Landrush and from 1 to 10 years for requests made during the general opening. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

Section .CEO.10. Pricing

Our prices can be viewed at:

<https://www.gandi.net/domain/price/detail/ceo>

"Premium" domain names are subject to specific prices that will be communicated by Our customer service department upon request.

Section .CEO.11. Storage of contact information

In application of ICANN contracts, all personal and technical information associated with the registration of Your domain name is recorded and made available to ICANN and IRON MOUNTAIN (ICANN's designated Registrar Data Escrow agent), in addition to messages pertaining to each registration or modification, during the entire duration of the registration of the domain name, plus the two following years.

You agree and acknowledge that the .CEO Registry and/or any .CEO Registry delegatee shall own all database, compilation, collective, and similar rights, title, and interests worldwide in any domain name database(s) and all information and derivative works generated from the domain name database(s) and that such domain name database may include, without limitation, any information supplied by You or by the .CEO Registry that appears or should appear in the Whois or similar information repositories, and any other information generated or obtained in connection with providing domain name registration services.

Section .CEO.12. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .CEO domains, that You agree fully abide by. In addition, the .CEO registry has set up a dispute resolution mechanism of its own namely the Complaint Resolution Mechanism (CRM).

You may view general documentation on the UDRP procedure at the following addresses:

- ICANN domain name dispute resolution policies:
<http://www.icann.org/udrp>
- explanations:
<http://www.icann.org/en/udrp/udrp.htm>
- Policy:
<http://www.icann.org/en/dndr/udrp/policy.htm>
- Rules:
<http://www.icann.org/dndr/udrp/uniform-rules.htm>
- Dispute Resolution Service Providers:
<http://www.icann.org/en/dndr/udrp/approved-providers.htm>
- Inter-registrar Transfer Policy:
<http://www.icann.org/en/resources/registrars/transfers/policy>

The URS rules are available at the following page:

<http://newgtlds.icann.org/en/applicants/urs>

.CEO Registry's Complaint Resolution Service (CRS) is reproduced in annex.

Section .CEO.13. Transfer (change of Registrar)

The transfer-in process is started on Our Interface. Before requesting the transfer of the domain, please be sure that You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name:

- does not have a TransferProhibited status,
- does not expire soon (We recommend that You start the transfer request at least 1 month prior to its Expiration),
- was created at least 60 days prior to the request,
- has not been transferred within the last 60 days.

The transfer's completion requires Your confirmation (by e-mail).

Upon successfully transferring a domain, the registration period is extended by one year.

Section .CEO.14. Ownership change

The ownership change process is available on Our Interface, and it requires the confirmation of the two parties by e-mail.

The owner change of a domain name does not change the domain's expiration date.

Section .CEO.15. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 45 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then the domain goes into Redemption Period for an additional 30 days, and all associated technical services are deactivated. It can only be restored during this period in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department.

If the domain is neither renewed nor restored within these deadlines, the Registry shall place the domain on "Pending Delete" status for several days, and then delete the domain name, which will become available for registration on a "first-come first-served" basis.

Section .CEO.16. Registrant representations and guarantees

You shall indemnify and hold harmless the .CEO Registry, Gandi, and such parties' officers, directors, shareholders, owners, managers, employees, agents, representatives, contractors, affiliates, successors, assigns, and attorneys (the ".CEO Registry Related Parties") from and against any and all claims made by third parties against You or .CEO Registry Related Parties, including but not limited to, all loss, liability, claims, demands, damages, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including lawyers or attorney's fees, which fees shall be determined on a full indemnity basis (which lawyers or attorney's shall be hired at the sole discretion of the indemnified party), and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Agreement, the registration or use of domain name registration or other services, or the domain name itself, including Your use, display, exploitation, or registration of the domain name, as well as for any infringing or otherwise damaging content displayed or otherwise made available on or by means of the domain name. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from You concerning Your indemnification obligations but will not be required to do so in order to rely upon this indemnity. Failure to provide such written assurances in a form satisfactory to the indemnified party is a material breach of this Agreement. Your failure to fully indemnify the indemnified party in a timely manner may result in termination, suspension, transfer or modification of the domain name registration services and any such termination, suspension, transfer, or modification shall in no way prejudice or substitute for an indemnified party's rights to seek indemnification by way of litigation or otherwise.

In addition, by submitting a request during the Sunrise period, You acknowledge that the Registry and/or its agents are authorized to share information relating to Your request to TMCH, other Sunrise applicants, and/or any third party.

Section .CEO.17. Exclusion of liability and actions of the Registry

By submitting a registration or modification request You represent, warrant and covenant that:

- You understand that registration entitles You only to a limited license for the use of the domain name(s) for the Term, subject to compliance with this Agreement, the .CEO Registry Policies and other applicable rules and laws, including those concerning trademarks and other types of intellectual property rights, as these may now exist or be revised from time to time.
- You agree that neither the registration of the domain name, nor the manner in which it is to be directly or indirectly used by You or otherwise, will or may infringe the legal rights or intellectual property rights of a third party
- You will use or display the domain name in accordance with the laws, rules, and regulations of any applicable national, state, territorial, or international or other laws, rules, and regulations, and ICANN Consensus Policies, and will not use the domain name in any way which violates or may violate a right of the .CEO Registry or any third party
- Any violation of these .CEO Registry Policies may result in lock, suspension, or termination of the domain name in question or other domain names that You may have registered in the TLD, in the .CEO Registry's sole discretion
- The information You provided is true, complete and accurate, and You will update said information in a timely manner if it changes
- You are either : a) an identifiable human individual over the 18 years of age or otherwise recognized as being able to enter into a legally-binding contract under applicable law b) a properly described and legally-recognized entity within its national jurisdiction, e.g corporation, limited liability company, partnership, association, society, or proprietary limited company, for which You have legally binding authority to enter into this Agreement and the .CEO Registry Policies
- You will not, directly, or indirectly, through registration or use of the domain name or otherwise:
 - register a domain name for the purpose of unlawfully diverting trade from another business or otherwise;
 - deliberately register as a domain name misspellings of another person or entity's personal, company or brand name(s) or confusingly similar domain name(s) in order to pass-off or trade on the business, goodwill or reputation of another, or otherwise infringe upon a third party's intellectual property rights
 - grant or purport to grant a security interest or other encumbrance on or over the domain name unless: such security interest or other encumbrance does not exceed Your rights in the domain name as limited by this Agreement, does not impair Your ability to fulfil Your obligations under this Agreement, and does not impose or purport to impose

obligations on the .CEO Registry beyond the obligations owed by the .CEO Registry to You in the absence such security interest or encumbrance

You acknowledge and agree that, to the maximum extent permitted by law, the .CEO Registry and the .CEO Registry Related Parties shall not be liable for any direct, indirect, incidental, special, or consequential damages, including loss of profits, business interruption, loss of programs or other data, or otherwise relating to the use, suspension, termination or the inability to use the domain name or in any other way related to the domain name, regardless of the form of action, whether in contract, tort (including in the case of negligence by the .CEO Registry and/ or .CEO Registry Related Parties), or otherwise. The .CEO Registry liability for any breach of a condition or warranty implied by any of the .CEO Registry policies, including the Naming Policy, the Acceptable Use Policy, Registrant Agreement, Privacy and Whois Policy, Complaint Resolution Service, and/or the .CEO Registry Registrar Agreement, shall be limited to the maximum extent possible to one of the following (as the . CEO Registry may determine in its sole discretion):

- supplying the domain name again; or
- paying the reasonable cost incurred of having the services supplied again.

Additionally, to the maximum extent permitted by law, the .CEO Registry and the .CEO Registry Related Parties shall not be liable for any losses or damages that You may incur as a result of unauthorized use of the domain arising from "hacking", denial of service attack, virus, worm, or otherwise, or for lack of fitness for a particular purpose of the domain name or services related to the domain name.

In the event that the .CEO Registry or a .CEO Registry Related Party takes action with respect to a .CEO Registry domain name pursuant to the .CEO Registry Policies, which action is reversed, modified or acknowledged to have been incorrect by the .CEO Registry and/ or .CEO Registry Related Party, by or through the .CEO Registry Complaint Resolution Service, or by a court, then You agree that, to the maximum extent permitted by law, the .CEO Registry and/or .CEO Registry Related Parties have been advised of the potential for such damages, and even if the .CEO Registry and/or .CEO Registry Related Parties may foresee such possible damages. Your sole remedy under such circumstances shall be the resupply of the domain name or, at the sole discretion of the .CEO Registry, a refund of the registration fee, renewal fee (if the circumstances occurred during a renewal term) or redemption fee, which remedy, You agree constitute the only possible direct damages flowing from this Agreement.

In addition, the .CEO Registry and/or .CEO Registry Related Parties are, to the maximum extent permitted by law, not liable for any damages that You may suffer because of service or system failure, including domain name system failure, root server failure, telecommunication failure, Internet Protocol address failure, access delays or interruptions, data non-delivery or mis-delivery, acts of God, unauthorized use of passwords, errors, omissions or

mis-statements in any information or other services provided under this Agreement, delays or interruptions in development of web sites, re-delegation of the .CEO Registry top-level domain name, or breach of security, even if the .CEO Registry and/or .CEO Registry Related parties have been advised of the potential for such damages, and even if the .CEO Registry or .CEO Registry Related Parties may foresee such possible damages. Your sole remedy for the .CEO Registry or .CEO Registry Related Parties' breach of this Agreement or negligence of any time shall be, at the sole discretion of the .CEO Registry or the .CEO Registry Related Parties' breach of this Agreement or negligence of any time shall be, at the sole discretion of the .CEO Registry or

the .CEO Registry Related Parties, the resupply of the domain name or a refund of the registration fee, redemption fee or renewal fee (if the breach occurs during a renewal term), which remedy You agree constituted the only possible direct damages flowing from this Agreement. Your sole remedy for an action not flowing from this Agreement (in tort or otherwise) shall be limited to the amount of money paid to the .CEO Registry or .CEO Registry Related Parties by You.

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