

ANNEX .RADIO - SPECIAL CONDITIONS FOR THE .RADIO TLD

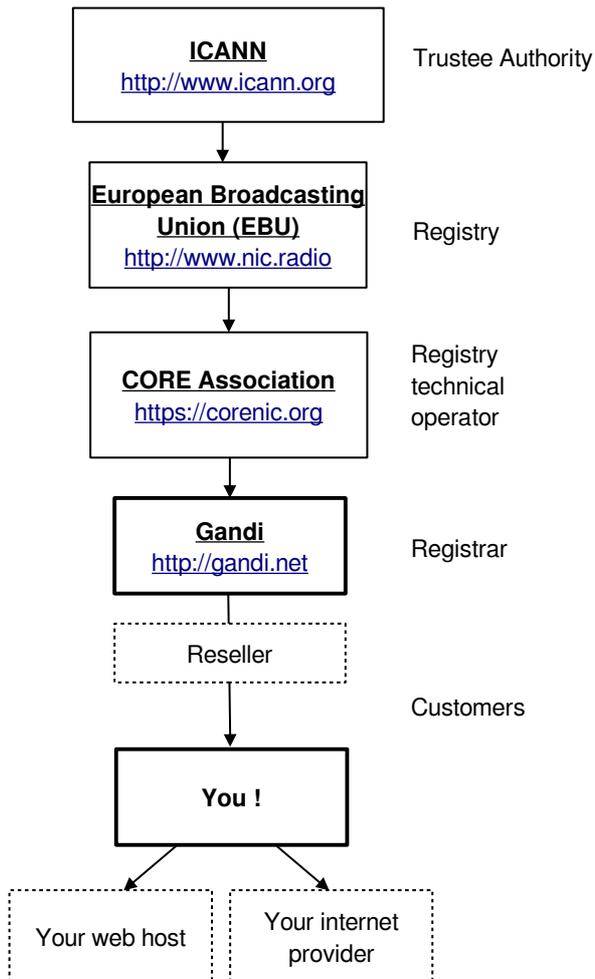
version 1.0 – August the 1st, 2017

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .RADIO 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.

Section .RADIO.1. Trustee authority and Registry

.RADIO is a generic Top-Level-Domain (gTLD). The following diagram presents the various parties involved for the .RADIO TLD:



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

Section .RADIO.2. Registration terms and conditions

When You apply to register a .RADIO 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 .RADIO domain names, as defined by ICANN and European Broadcasting Union (EBU) and which may be viewed at the following pages:

- Registry policies : <http://www.nic.radio/policies>
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .RADIO 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.

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

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

The Registry is a third-party beneficiary of the present contract.

Section .RADIO.3. Launch rules

The .RADIO domain name launch will occur in several phases: Sunrise, others launch phases and general opening.

The Sunrise and others launch phases will run from August 23rd 2017 to October 31st 2017. General opening is scheduled for November 15th 2017. These dates are not definitive and are subject to change by the Registry.

Registrations during others launch phases will not be available at Gandi, please contact our support team.

Preregistrations during both the Sunrise 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 .RADIO.4. Special requirements

.RADIO special requirements are available at:

<http://www.gandi.net/domain/radio/info>

.RADIO domain names are open to individuals and legal entities with a nexus to the .RADIO community (ie: broadcasting live streams, radio programs related content, individual radio professional activities, radio-related events, radio-related services or equipment provision and diffusion, and any other in which the registrant provides content for the benefit and advancement of the .RADIO community).

During the registration request You have to state the intended use for the domain name.

The validation of said nexus will be carried out on a case by case basis by the .RADIO Registry.

You have to use Your .RADIO domain name in a way that is conducive to welfare of the .RADIO community, beneficial to the cause and the values of the .RADIO community and commensurate to the role and importance of the domain.

Section .RADIO.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

Sunrise 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 following criteria will apply:
 - Agreement between contenders (withdrawal and refund of application and possible provision of alternatives),
 - Mediation and arbitration (if all contenders agree),
 - Auction (if all contenders agree),
 - If contender parties do not agree on any of the above contention resolution mechanism, or such method provides no resolution of the contention, the name will remain non-allocated or reserved by the Registry, at its sole discretion. The Registry may offer contenders possibilities for joint usage if deemed appropriate.

When a domain name is allocated to You in Sunrise period, the third parties that are the owners of an identical mark registered within TMCH are notified of Your registration.

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://www.nic.radio/policies/dotradio_SDRP.pdf

5.4. Refund Conditions

You will be entitled to receive a refund if Your application is rejected or if the domain name is not granted to You provided that the Registry proceeds to the refund.

Section .RADIO.6. Other launch phases

Other launch phases are available to some .RADIO community categories: Unions of Broadcasters, Official Radio Operators, Internet Radios, Radio Amateurs, Radio Professionals, Radio-related Companies, and they can only registered a domain name that corresponds to their names/trademarks or that is related to their activities. More information about these phases is available at <http://www.nic.radio/policies> (.radio Launch Policy).

These phases are not available online at Gandi, please contact Our customer service department.

Section .RADIO.7. “Trademark Claim Notice” period

In accordance with ICANN rules, during the other launch phases and 90 days upon 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 receive 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, third parties who own an identical mark are notified of Your registration.

For requests made in preregistration, beginning one day prior to the opening of the period concerned, 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 opening of the concerned period and cannot, in any case, be held liable for 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 opening of the period concerned.

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

Section .RADIO.8. Reserved names

Some words are reserved or prohibited, in particular:
<http://www.icann.org/en/about/agreements/registries/radio> (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.

Section .RADIO.9. Registration term

The registration term is 1 year for requests made during the Sunrise period, 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 .RADIO.10. Pricing

Our prices may be viewed at:

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

Pricing applicable to others launch phases will be communicate by Our customer service department upon request.

Section .RADIO.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 expressly consent to the collection, use and publication in the [Whois](#) database of Your personal data by the Registry.

Section .RADIO.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 .RADIO domains, that You agree fully abide by.

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>

The URS rules are available at the following page:

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

The Registry has also adopted the Eligibility and Reconsideration Dispute Resolution Procedure ("ERDRP") which sets out the terms and conditions in connection with any challenge to a decision by the Registry concerning eligibility to register a .RADIO domain name, that You agree fully abide by, as will be available on the Registry website.

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

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain, please make sure 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 .RADIO.14. Ownership change

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

The effective ownership change is subject to validation by the Registry.

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

Section .RADIO.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 .RADIO.16. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may delete Your domain name.

In any case, You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

You commit Yourself to indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry, Registry's service providers, as well as the Registry directors, officers, employees and agents from and against any claim, damages, liabilities, costs and expenses arising out of or relating to Your domain name registration and/or use. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

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

You expressly agree that the Registry and the Registry service providers acting on behalf of the Registry reserve the right to change the status of the domain name during the resolution of a dispute or a compliance procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

- to protect the integrity, security and stability of the domain names system,
- to comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process,
- to avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors, and employees,

- to stop or prevent any violations of any terms and conditions of Registry agreements and policies,
- to correct mistakes made by the Registry, the Registry service providers or any Registrar in relation to a domain name registration,
- ensure compliance with ICANN and/or Registry policies.

- end of annex .RADIO-