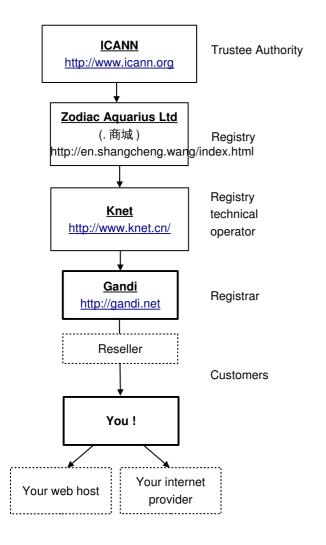
version 1.0 - November the 2nd, 2015

In addition to Gandi's <u>General Terms and Conditions</u> for domain name registration, the registration and use of a . 商城 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 <u>website</u>. Capitalized terms have the definition attributed to them in Our <u>General Terms and Conditions</u> 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 .商城.1. Trustee authority and Registry

.商城 (xn—czru2d) is a generic Top-Level-Domain (gTLD) which means shopping mall in Chinese. The following diagram presents the various parties involved for the .商城 TLD:



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

## Section .商城.2. Registration terms and conditions

When You apply to register a . 商 城 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 .商城 domain names, as defined by ICANN and Zodiac Aquarius Ltd and which may be viewed at the following pages:

- Policies of the Registry: http://en.zodiac.wang/policy.html
- ICANN consensus policies: http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .商城 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 .商城 Registry is available at the following address:

http://www.icann.org/en/about/agreements/registries/xn--czru2d

## Section .商城.3. Launch rules

The .商城 is in General Availability.

## Section .商城.4. Special requirements

.商城 special requirements are available at: <a href="http://www.gandi.net/domain/xn--czru2d/info">http://www.gandi.net/domain/xn--czru2d/info</a>

.商城 domain names are open to anyone.

## Section . 商 城 .5. Reserved names and premium domain names

Some words are reserved or prohibited:

- -http://www.icann.org/en/about/agreements/registries/xn--czru2d
- -(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.

For requests made in preregistration, if the domain name You have preregistered is a "premium" domain name, Your request

will be put in "error" and You will be notify by email. Then You will be able to either pay the additional costs applicable to "premium" domain names in order to validate Your registration request or cancel Your request. It being specified that if You do not contact Our customer service department and do not pay the additional costs applicable to "premium" domain names, Your registration request will be not sent to the Registry.

### Section .商城.6. Registration term

The registration term is 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 .商城.7. Pricing

Our prices may be viewed at: <a href="https://www.gandi.net/domain/price/detail/xn--czru2d">https://www.gandi.net/domain/price/detail/xn--czru2d</a>

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

## Section .商城.8. 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 accept that the Registry can access Your personal contact information and display it in the public Whois database.

You give Your consent to the collection, use, disclosure, publication and processing of Your personal data by the Registry in a manner consistant with the Registry's privacy policy.

## Section .商城.9. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .商城 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: <a href="http://www.icann.org/en/udrp/udrp.htm">http://www.icann.org/en/udrp/udrp.htm</a>
- 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

### Section .商城.10. 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 .商城.11. Ownership change

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

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

## Section .商城.12. 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.

## <u>Section .商城.13. Registrant representations and guarantees</u>

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

By submitting a registration or modification request You acknowledge that:

- Your request must contain true, accurate and up-to-date information, must be made in good faith, for a lawful purpose, and must not infringe the rights of any third party,
- You have to participate in good faith in any proceedings as established by the Registry and ICANN,
- You have to accept and abide by the rules and policies enacted by the Registry.

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.

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, defend and hold harmless the Registry, its subcontractors (including the Registry Service Provider) and their respective directors, officers, employees, agents, and affiliates from and against, to the maximum extent permitted by law, any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, Your registration or use of a domain name. 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.

# <u>Section . 商 城 .14. Exclusion of liability and actions of the Registry</u>

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

 to enforce the rules and policies established by the Registry and ICANN each as amended from time to time.

- that is not accompanied by complete, accurate, and up-to-date information, or where required information is not updated or corrected, as required by the rules and policies established by the Registry and ICANN,
- for violation of the present contract or the rules established by the Registry or ICANN,
- to protect the integrity and stability of the domain names system,
- to comply with applicable laws, regulations, policies, government rules or requirements, request of law enforcement or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry and ICANN may retain to oversee the arbitration and mediation of disputes,
- to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- as otherwise provided in the terms and conditions and the contracts of the Registry.

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

In addition, in the context of registration during the Sunrise period, You expressly acknowledge and accept that the Registry shall be entitled, but not obligated, to reject Your request or to delete, suspend, or transfer to a third party Your domain name if the Registry receives notice that Your "SMD" file is under dispute.

It is not the obligation of the Registry to notify You in advance of the termination or expiration for any reason of Your domain name and particularly they shall be entitled, but not obligated, to immediately suspend or delete Your domain name that is in breach of the Registry terms and conditions or any other applicable law or regulation.

You agree that You may not claim any compensation for damages of any sort from the Registry such as, but not limited to, any fees payable or paid within the context of a dispute initiated against any decision of the Registry.

- end of annex .商城 -