

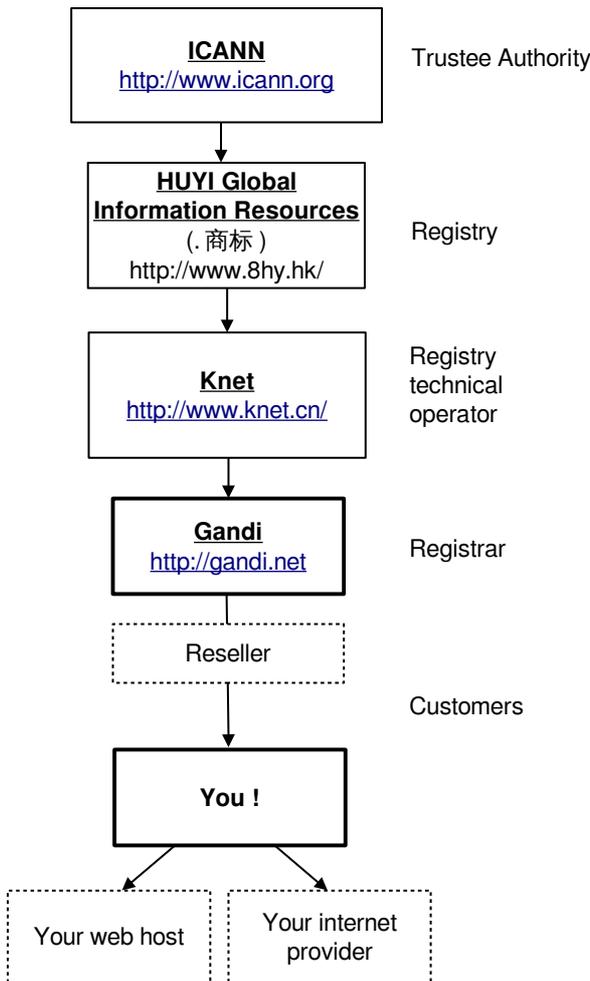
version 1.0 – April the 6th, 2016

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .商标 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 .商标.1. Trustee authority and Registry

.商标 (.xn--cZR694b) is a generic Top-Level-Domain (gTLD) which means “trademark” in Simplified Chinese. The following diagram presents the various parties involved for the .商标 TLD:



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

Section .商标.2. Registration terms and conditions

When You apply to register a .商标 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 .商标 domain names, as defined by ICANN and HUYI Global Information Ressources and which may be viewed at the following pages:

- Registry policies :

<http://www.internettrademark.com/index.php/Index/policy/id/1242>

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

These contracts bind You to the .商标 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 .商标 Registry is available at the following address: www.icann.org/en/about/agreements/registries/xn--cZR694b

Section .商标.3. Launch rules

The .商标 domain name is open to registration in General Availability.

Section .商标.4. Special requirements

.商标 special requirements are available at: <http://www.gandi.net/domain/xn--cZR694b/info>

.商标 ” domain name registrations are open only to individuals, enterprises or organisations (hereinafter “.商标 ” domain registrants”) who hold valid trademark registrations. You may rely on Your existing trademark registrations to apply to register “.商标 ” domain names in accordance with the Registration Policy of the Registry. Gandi does not allow registration of .商标 grounded on sole trademark application.

You shall be responsible for maintaining that the registered trademark used for the .商标 domain name registration is valid and in effect. If the Registry discovers that the registered trademark used for the .商标 domain name registration is no longer valid due to failure to renew its validation in accordance with the requirements of the designated places, a notification will be sent to You and the relevant domain name will be placed in “server hold” status (prohibited from resolving, renewal, update and transfer). The relevant domain name will only be removed from “server hold” status provided that You submit proof of a valid registered trademark to the Registry is validated.

Such Registration Proof must be issued by a recognized intellectual property organization of a nation/territory/region (excluding states, provinces, cities, etc.) or a member state of the Madrid Protocol (“Designated Place”). The list of Designated Places currently adopted by the “.商标” Domain Registry is set out in Appendix I. The list may be revised by the “.商标” Domain Registry from time to time. The requirements of evidential materials relating to the Registration Proof are set out in Paragraph 1.6 of the Policy of the Registry: <http://www.nic.商标/>.

The accepted categories of trademarks are:

- Pure text trademarks
- Composite text and figurative trademarks
- Figurative trademarks with identifiable text
- Characters must be in either Chinese (simplified Chinese or traditional Chinese), Latin characters a-z (upper or lower case), and Arabic digits 0 to 9
- Characters like “&”, “@” contained in a trademark must be replaced by hyphens, while empty spaces in a trademark must either be omitted or replaced by hyphens.

Holders of an identical or substantially identical trademark are eligible to apply for the same “.商标” domain name; in such cases the application will be processed in accordance with the naming requirements set out below and the “.商标” Domain Names Startup Policy.

In case a trademark is initially owned by two or more individuals, enterprises or organizations, such joint owners/applicants shall designate one of them to be the registrant. The equitable rights to the domain name shall vest in all the joint owners/applicants.

→ **Registration process:**

a) Naming requirements:

1) Registration based on a trademark name:

The following shall be deemed as acceptable domain names:

→ domain names consisting of the whole trademark name as shown on the registration proof or the application proof

→ registration based on a complete name which constitutes an independent part of the trademark as shown on the registration proof. Disclaimed words in a trademark registration can be omitted from the domain name

The naming sequence of the characters in a trademark shall follow the sequence shown in the registration proof.

If the registration proof does not conclusively show the sequence in which the characters of the domain name should appear, the application will be referred to an independent team of specialists within the .商标 Registry who may conduct independent research on how the characters are ordered, checking the trademark owner's website.

2) Registration comprising of “a trademark name + trademark registration particulars (or trademark registration particulars + a trademark name):

The domain name can consist of a combination of the trademark and its registration particulars as specified below, provided that each part remains complete and retains the meaning in the registration proof.

Acceptable trademark registration particulars are:

- a corresponding designated place
- name of an administrative region or geographical area within the corresponding designated place
- the goods/services designated in the trademark registration (as per current Nice Classification)
- Names of goods/services designated in the trademark registration (as per current Nice Classification)
- Name of trademark registrant
- A trade name or description of the nature of business which forms part of the name of the trademark registrant

Hyphens can only be used to replace symbols such as “&”, “@” as in the name of the registered trademark, or to link the trademark name with other permitted information.

During registration You will be requested to forward Your documents to Gandi which will upload the said document on the Registry's platform.

b) Required evidential materials:

→ .商标 domain name registrants relying on valid trademark registration shall provide the following documents:

(i) a scanned copy of the applicant's identification:

Including but not limited to its business licence, business registration certificate, organization code certificate, or personal identity card as the case may be

(ii) Scanned copy of other registration proof (if applicable)

Including but not limited to proof of trademark renewal, transfer, variation.

(iii) scanned copy of the signed .商标 Domain name Registration Undertaking

c) Use of registration proof

If any of the required documents are lost or destroyed or cannot be submitted on reasonable grounds, .商标 domain name applicants may submit other legal and valid documents as registration proof including but not limited to trademark records obtained from the database of the relevant designated place. You acknowledge and accept that the .商标 Registry has the discretion as to whether or not to accept such alternative proof.

d) Required evidential materials translation:

If any of the documents required are not in Chinese or English, the .商标 Registry shall request the registrant to provide a translation of such documents and any other supporting evidence.

e) Registration and renewal periods:

Domain name registrations based on trademark registration proof are subject to a fixed registration duration of ten (10) years for the first-time registration. You can choose to renew a domain name at any time after the first year and the total registration period shall not, at any time exceed a total of ten (10) years.

You are responsible for maintaining that the registered trademark application used for the .商标 domain name registration is valid and in effect. If the Registry discovers that the registered trademark used for the .商标 domain name registration is no longer valid due to failure to renew its validation in accordance with the requirements of the designated places, a notification will be sent to You and the relevant domain name will be placed in “server hold” status (prohibited from resolving, renewal, update and transfer). The relevant domain name will only be removed from “server hold” status provided that the registrant submits proof of a valid registered trademark to the Registry is validated.

Section .商标 .5. Reserved names and premium domain names

Some words are reserved or prohibited:

<http://www.icann.org/en/about/agreements/registries/xn--cZR694b> (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 following domain names shall be prohibited or reserved:

-domain names which do not form part of the trademark registration/application particulars (including but not limited to the designated goods/services or goods/services belonging to a similar class)

-names of administrative regions or geographical areas which are outside or do not correspond to the relevant designated place, or names of places that induce a likelihood of confusion

-domain names that do not constitute a complete and independent part of the trademark or the trademark application

-domain names prohibited under local Internet rules where the domain name is being used

-Domain names consisting of solely geographical names/generic terms suggestive of the industry or the regional industry

-Domain names which consist of only a term or terms prohibited by laws or regulations anywhere in the world

-Domain names that are deemed to be conflicting with the interests of the public and society

-Other domain names that should be reserved or should not be registered as decided by the .商标 Registry in its discretion.

The .商标 shall have the final say in respect of the above requirements, and shall have an absolute discretion to approve or reject domain name registrations.

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 notified 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 .商标.6. Registration term

The registration term is from 1 to 10 years for requests made during the renewal. Upon registration the registration term is ten (10) years. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

Section .商标.7. Reserved names and premium domain names

You acknowledge and accept that You shall ensure that if the domain name .商标 resolves to a website, the website shall be set up as a lawfully operated website without any fraudulent element use and relates to the underlying information of the trademark.

If this is not the case, or the website is used for fraudulent acts, theft, misappropriation of other's trademarks, involves any illegal acts or is likely to cause public confusion or is prejudicial to the public interests, You shall bear all the legal liability and indemnify the .商标 Registry against all losses and costs and/or any claim against the .商标 arising from the registration of the domain name. In addition, the .商标 Registry may send a warning to You or deactivate the domain name, cancel or suspend the registration.

Section .商标.8. Pricing

Our prices may be viewed at:

<https://www.gandi.net/domain/price/detail/xn--cZR694b>

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

Section .商标.9. 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 also give Your consent to the use, publication, modification and other processing of Your personal data by the .商标 Registry, its designees, and Registrars/ Resellers in a manner consistent with the purposes specified in its Registry/Registrar agreement.

Section .商标.10. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy). Disputes in relation to ". 商标" domain names will be handled by the Asian Domain Name Dispute Resolution Center (ADNDRC) and Sunrise Dispute Resolution Policy (SDRP), the Charter Eligibility Dispute Resolution Policy (CEDRP) and URS (Uniform Rapid Suspension System) for . 商标 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>

Section .商标.11. 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) and

can only take place after the .商标 Registry has examined and approved the proof of transfer of the underlying trademark registration issued by a recognized intellectual property organisation of the relevant designated place, or the transfer is between two parties who own registrations in respect of identical trademarks. The new domain name registrant must also submit domain name registration information which is in compliance with this registration agreement .

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

Section .商标.12. Ownership change

The ownership change process is not available on Our Interface. Any change to the registrant particulars of a registrant .商标 shall require the submission of supporting evidence and the approval of the .商标 domain Registry or the accredited Registrars.

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

Section .商标.13. 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 .商标.14. 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.

By submitting a registration or modification request You acknowledge that:

- You agree to promptly provide the relevant accurate information and evidence (via Gandi or Your reseller) to the .商标 Domain Registry and make corresponding amendments. If any of the supporting information submitted in relation to the registration of a domain name changes at any time subsequent to the registration of the domain name, including but not limited to circumstances such as : if the trademark registration has been renewed; or if the trademark application has been rejected or the trademark registration has been invalidated, canceled, abandoned, varied or has expired, You shall promptly inform the .商标 Registry and provide the relevant accurate information and proof to substantiate the continued validity of the relevant trademark, but upon failing to do so, the .商标 Registry shall have the discretion to cancel the domain name registration
- 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.
- You shall act in good faith and undertake that the information provided in the registration is true, complete, accurate, legal and effective
- Undertake You are the lawful registrant of the trademark or the lawful applicant of the trademark application
- Undertake that to the best of Your knowledge, the domain name registration does not infringe any third party rights
- Ensure the domain name is not registered or used for improper purposes, and that it is not registered or used in violation of a legal order
- If the domain name resolves to a website, the website shall be set up as a lawfully operated website without any fraudulent element use and will relate to the underlying information of the trademark or the trademark application
- Comply with all local laws applicable to the place where the domain name is being used
- comply with relevant rules of ICANN and the .商标 Registry
- You shall be liable for any failure to meet any of the above commitments

Moreover, You shall :

-comply with all requirements, standards, policies, procedures, and practices announced by ICANN regarding domain name registrants
-comply with the domain name operational standards, policies, procedures, and practices which may be established from time to time by the .商标 Registry and the requirements pursuant to any relevant agreement between the .商标 Registry and ICANN which is available at <http://www.internettrademark.com/en/policies>
-submit to proceedings commenced under the domain name dispute resolution policies adopted by the .商标 Registry, including Sunrise Dispute Resolution Policy (SDRP), the Charter Eligibility Dispute Resolution Policy (CEDRP), ICANN's dispute resolution policies for top-level domain names including the Uniform Domain Name Dispute Resolution Policy (UDRP) and the Uniform Rapid Suspension System (URS).

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 that You shall be responsible for meeting the applicable indemnity obligation via-a-vis the Registry, and shall indemnify the Registry against all risks, losses and costs incurred as a result of third party complaints or litigation arising out of a domain name registration.

You shall, to the largest extent allowed by the law, defend and indemnify the .商标 Registry and its directors, senior officers, employees and agents against any claim, loss, or liability arising out of a dispute about the application, registration or use of a domain name, and such indemnity shall cover all reasonable legal and other costs arising therefrom. This indemnity survives the termination or expiration of a domain name registration.

Section .商标 .14. Exclusion of liability and actions of the Registry

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 comply with requirements of authoritative documents generally accepted in the Internet industry (such as RFC)
- correct mistakes occurred during the domain name registration process of Registrar
- prevent the non-payment of the registration fee
- guarantee the domain name registration information to be true, accurate and complete
- comply with relevant laws, governmental regulations or requirements, or law enforcement requirements or dispute resolution procedures and
- avoid civil or criminal liabilities of the Registry or its affiliates, subsidiaries, offices, directors or employees

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