

ANNEX .CLOUD - SPECIAL CONDITIONS FOR THE .CLOUD TLD

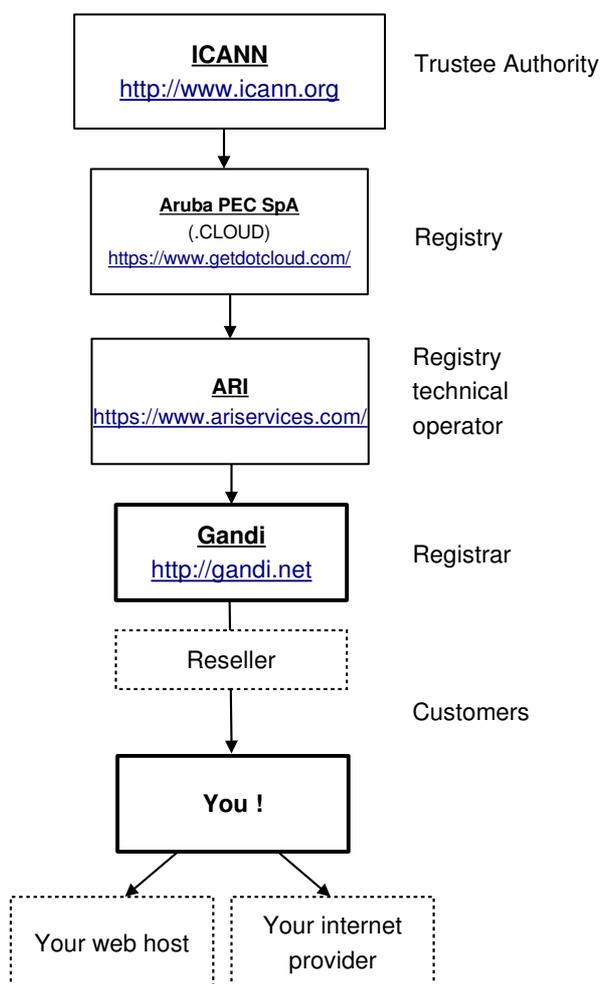
version 1.0 – September the 14th, 2015

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

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



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

Section .CLOUD.2. Registration terms and conditions

When You apply to register a .CLOUD 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 .CLOUD domain names, as defined by ICANN and Aruba PEC SpA and which may be viewed at the following pages:

- Registration Policies : <https://nic.cloud/getattachment/Policies/dotCloud-Registration-Policies.pdf.aspx>
- Sunrise Dispute Resolution Policies : <https://nic.cloud/getattachment/Policies/dotCloud-SRDP.pdf.aspx>
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

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

www.icann.org/en/about/agreements/registries/cloud

Section .CLOUD.3. Launch rules

The .CLOUD domain name launch will occur in 3 phases: Sunrise, Landrush and general opening.

The Sunrise phase will run from the 16th of November to the 15th of January, 2016. The Landrush will run from the 25th of January to the 5th of February, 2016. General opening is scheduled for 16th of February, 2016. These dates are not definitive and are subject to change by the Registry.

Preregistrations during both the Sunrise, 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 .CLOUD.4. Special requirements

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

.CLOUD domain names are open to anyone.

Section .CLOUD.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 domain name will be subject to closed auction between all applicants for this domain name. The rules applicable to the auction procedure will be available at the following webpage: <https://nic.cloud/getattachment/Policies/dotCloud-Registration-Policies.pdf.aspx>.

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:

<https://nic.cloud/getattachment/Policies/dotCloud-SRDP.pdf.aspx>

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (“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 .CLOUD.6. Landrush

6.1 Allocation rules

Landrush 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 will be available at the following webpage: <https://nic.cloud/policies.aspx>.

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

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 .CLOUD.7. “Trademark Claim Notice” period

In accordance with ICANN rules, during the Landrush period 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 .CLOUD.8. Reserved names and premium domain names

Some words are reserved or prohibited:

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

(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.

Upon the conclusion of the Sunrise, the Registry reserves the right to reserve additional names as Registry Reserved Names at any time in its sole discretion, and to allocate such names in accordance with ICANN requirements and Registry Policies.

Section .CLOUD.9. Registration term

The registration term is 1 year for requests made during the

Sunrise period and 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 .CLOUD.10. Pricing

Our prices may be viewed at:

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

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

Section .CLOUD.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 accept that the Registry can access Your personal contact information and display it in the public [Whois](#) database.

With respect to third-parties individuals (such as administrative and technical contacts) whose contact information You may provide the Registry with (via Gandi), You warrant that You have informed them:

- a) of the intended uses and recipients of their contact information
- b) of the means allowing them to access and; if necessary modify the contact information the Registry holds about them via Gandi

You also represent and warrant that You have obtained from such third-party individuals the corresponding consent to process their personal data in accordance with these special conditions and the policies of the Registry.

Section .CLOUD.12. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy), TDRP (Transfer Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .CLOUD 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 Transfer Dispute Resolution Policy is available at the following URL:

<http://www.icann.org/en/help/dndr/tdrp>

You agree to participate in and abide by any determination made as part of the Registry's dispute resolution procedures mentioned above.

Section .CLOUD.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 .CLOUD.14. 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 .CLOUD.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 .CLOUD.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.

By submitting a registration or modification request You acknowledge that:

- You have the authority to make an application;
- the information provided is current, complete, and accurate, and that You agree to correct and update the information to ensure that it remains current, complete, and accurate
- to Your knowledge, the registration of the domain name mentioned in the application or domain name registration request will not infringe upon or otherwise violate the rights of any third party
- You are not submitting the application or domain name registration request and, upon registration, will not use the domain name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices; and
- You will not knowingly use the domain name in violation of any applicable laws or regulations, including third party interests;
- any information You may have provided to the TMCH Sunrise and Claims Operator is true and correct and;
- where the application relates to a Sunrise period, to the best of Your knowledge the requested label is a trademark match to the validated mark

You also understand and acknowledge that :

- a) the act of submitting an application for a domain name in no way guarantees that domain name will be allocated to You
- b) where multiple applications are received for a domain name during the Landrush phase, that those applications may be subject to the auction processes as described in the Landrush phase section and agree to the terms of the Landrush process
- c) that the fees in relation to a domain name are separate to any fee paid in relation to the auction process
- d) The Registry may prevent an applicant from making an application and registering or renewing a domain name where that applicant has been found to be in breach of the ICANN or Registry policy

By submitting an application for a domain name You agree to be subject to this and any other policy issued by the Registry and acknowledge that any domain name may be subject to a dispute resolution process and that the outcome of such process may result in the domain name registration being transferred to another entity, being suspended or cancelled.

You also agree that:

- there is no guarantee that You will be allocated the domain names requested in the application
- domain names in the Registry TLD may be variably priced for example some reserved list (premium) domains may have different pricing than standard domain names
- domain names in the Registry TLD may further have non-uniform renewal registration pricing such that the registration fees for a domain name renewal may differ from other domain names in the

Registry TLD

-domain names in the Registry TLD may have higher renewal pricing than the renewal pricing set forth at the time of initial registration of such domain name and;

-the Registry takes no responsibility for any mistakes on the application including misspellings, errors in processing or payment

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 and hold harmless the Registry, its affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses (including on appeal) arising out of or relating in any way to Your domain name, including, without limitation, the choice, registration, renewal, deletion, transfer or use of Your domain name and/or the violation of any applicable terms and conditions governing the registration of a domain name. You shall not enter into any settlement or compromise of any such claim without Gandi's prior written consent that shall not be unreasonably withheld. 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 .CLOUD.17. 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 enforce Registry policies and ICANN requirements, each as amended from time to time
- that is not accompanied by complete and accurate information as required by ICANN requirements and/or Registry policies or where required information is not updated and/or corrected as required by ICANN requirements and/or Registry Policies

- to protect the integrity and stability of the Registry system, its operations, and the .CLOUD TLD
- to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider
- to establish, assert, or defend the legal rights of the Registry or a third party or to avoid any civil or criminal liability on the part of the Registry and/or its affiliates, subsidiaries, officers, directors representatives, employees, contractors, service providers and stockholders;
- domain name use is abusive or violates Registry policies, or a third party's rights or acceptable use policies, including but not limited to the infringement of any copyright or trademark
- to correct mistakes made by the Registry or any accredited Registrar in connection with a registration; or
- as otherwise provided in the Registry-Registrar Agreement and/or the Registry-Registrant agreement

Furthermore, if the Registry is informed of the fact that a third party holds an eligible trademark to a domain name, the Registry shall be entitled to suspend or to cancel such domain name registration at its sole discretion, at least until sufficient safeguards, representations and warranties have been obtained from You and the parties who have directly or indirectly initiated such trademark claim.

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.

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