

ANNEX .GAY - SPECIAL CONDITIONS FOR THE .GAY TLD

version 1.0 – January the 13th, 2020

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

All 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 .GAY.1. Naming organization

.GAY is a generic Top-Level-Domain (gTLD) for LGBTQ community.

The parties involved are:

- Trustee Authority:
ICANN: <http://www.icann.org>
- Registry:
Top Level Design LLC: <https://toplevel.design>
- Registry technical operator:
CentralNic: <https://www.centralnic.com>
- Registrar:
Gandi: <http://gandi.net>

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

Section .GAY.2. Registration policies

When You apply to register a .GAY domain name, You acknowledge that You have fully understood and You have full knowledge of, and You agree to abide by all the rules and specific conditions of .GAY domain names, as defined by ICANN, Top Level Design LLC and CentralNic, and which may be viewed at the following pages:

- Registry Policies :
<https://toplevel.design/policy>
- CentralNic policies :
<https://centralnicregistry.com/support/policies>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .GAY Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

The contract between ICANN and the .GAY Registry is available at the following address:
<http://www.icann.org/en/about/agreements/registries/gay>

Section .GAY.3. Launch rules

The .GAY domain name launch will occur in several phases: two Sunrise phases, an Early Access period (EAP) and the general opening.

The Sunrise I phase will run from February 10th 2020 to March 31st 2020 and the Sunrise II from April 6th 2020 to May 6th 2020. EAP will run from May 11th 2020 to May 17th 2020.

General opening is scheduled for May 20th 2020.

These dates are not definitive and are subject to change by the Registry.

Pre-registrations are available at Gandi: domain names can be ordered at that time, but the registration requests will be sent to the Registry only at the beginning of the corresponding period.

Section .GAY.4. Special requirements

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

.GAY domain names are open to anyone.

For domain names registered in Sunrise I and II, the Registry will reserve to You ten corresponding Latin IDN domain names (automatically generated) during one year. You will be able to activate these IDN domain names within one year via the token provided by the Registry.

Section .GAY.5. Sunrise I

5.1 Eligibility rules

The first Sunrise phase is only for 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 requests are allocated on a "first-come first-served" basis.

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://toplevel.design/s/SDRP-gay.pdf>

5.4. Refund Conditions

You will be entitled to receive a refund if Your application is rejected, provided that the Registry proceeds to the refund.

Section .GAY.6. Sunrise II

Sunrise II (choose « Landrush » phase in Our website) is open to holders of a trademark registered with a national or international trademark office.

The requested domain name must strictly correspond to the trademark and You will have to provide Us with Your trademark certificate that We will transfer to the Registry for verification. The domain name will be effectively registered after Your request has been validated by the Registry.

Requests are reviewed on a “first-come first-served” basis.

You will be entitled to receive a refund if Your application is rejected, provided that the Registry proceeds to the refund.

Section .GAY.7. EAP

During EAP anyone can register a domain name at a higher price. The registration price during this period decreases over time as displayed on Our interface.

Section .GAY.8. “Trademark Claim Notice” period

In accordance with ICANN rules, during Sunrise II, EAP and at least 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 .GAY.9. Reserved names and premium domain names

Some words are reserved or prohibited, in particular:

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

(specification 5. schedule of reserved names)

Section .GAY.10. Registration term

The registration term is 1 year for requests made during the Sunrise I and II and during EAP, 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 .GAY.11. Pricing

Our prices may be viewed at:

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

“Premium” domain names are subject to specific prices as published on Our website during Your order.

Domain names registered during Sunrise I or II period will be subject to the same price at renewal.

For requests made in preregistration, if the domain name You have preregistered is a “premium” domain name that Gandi was not able to identify during Your order, 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 not be sent to the Registry.

Non-standard domains have non-uniform renewal pricing such that the renewal fee may differ from other domain names.

Section .GAY.12. Personal data

You consent to the use, copying, distribution, publication, in particular in the Registry public [Whois](#) database if applicable, modification and other processing of Your personal data by the Registry, its technical provider and their designees and agents for the purposes of providing Registry services as defined in the Registry agreement with ICANN and in accordance with the Registry privacy policy.

Section .GAY.13. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .GAY 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 .GAY.14. Transfer (change of Registrar)

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain name, 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 .GAY.15. 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 Expiration date.

Section .GAY.16. Deletion process

Upon the Expiration of the domain name, 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 name goes into Redemption Period for an additional 30 days. 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 name is neither renewed nor restored within these deadlines, the Registry shall place the domain name in "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 .GAY.17. Registrant representations and guarantees

Please note that the Registry donates to LGBTQ nonprofits organizations, 20 % of the fees invoiced to Registrars for the registration of each .GAY domain name. Such charities are listed on the Registry' website: <https://toplevel.design/gay>

You agree to provide and maintain reliable, accurate and up-to-date personal data, failing which the Registry may delete Your domain name.

By submitting a request for registration or modification, You acknowledge that :

- Your request must contain reliable, accurate, and up-to-date information, must be made in good faith, for legitimate purposes, and must not infringe upon the rights of third parties ;
- You must comply in good faith with all procedures, as set forth by the Registry and ICANN;
- You must accept and abide by all the rules and policies put in place by the Registry.
- You must accept and abide by the Registry's Gay Rights Policy: <https://toplevel.design/policy>

As established in Registry .GAY Rights Protections Policy, the use of .GAY for anti-LGBTQ content or to malign or harm LGBTQ individuals or groups is strictly prohibited and can result in immediate suspension. Prohibited behavior includes harassment, threats, and hate speech. <https://toplevel.design/policy>

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 agree to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming, disclosure of data and financial regulations.

You agree that if You use Your domain name to collect and or maintain sensitive health and financial data, You must comply with applicable laws on the provision of such services and including security measures applicable to that sector.

You commit Yourself to indemnify, defend and hold harmless the Registry, CentralNic and their subcontractors, as well as each of their respective directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating in any way to Your 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.

Section .GAY.18. 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 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,
- for the violation of the .GAY Rights Protection Policy (<https://toplevel.design/policy>),
- 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.

The following behaviors are expressly prohibited on .GAY domains:

- inciting of promoting violence against LGBTQ persons; or
- bullying, engaging in cyber bullying or inciting other to bully; or
- harassing, or encouraging others to harass or harm others; or
- stalking; or
- abusive intent to cause fear or threaten violence; or
- hate speech; or
- any other activity intended to organize, coordinate, or otherwise enable any of the above.

When applicable You agree to be bound by the terms and conditions of the initial launch of the .GAY domains, including without limitation the Sunrise Period and the Early Access Period, the procedure and process for compliance with the ICANN Trademark Clearinghouse and Registry's Sunrise Dispute

Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to any phase (Sunrise Period or Early Access Period), including, without limitation: the ability or inability of registrant to obtain a registered name during these periods, and b the results of any dispute over a Sunrise registration

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