

ANNEX .TUBE - SPECIAL CONDITIONS FOR THE .TUBE TLD

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

.TUBE is a generic Top-Level-Domain (gTLD) which focuses on connecting people who create, watch and share video. The following diagram presents the various parties involved for the .TUBE TLD:

- Trustee Authority
ICANN: <http://www.icann.org>
- Registry
Latin America Telecom LLC: <https://www.get.tube/>
- Registry technical operator
GoDaddy Registry: <https://registry.godaddy/>
- Registrar
Gandi: <http://gandi.net>

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

Section .TUBE.2. Registration terms and conditions

When You apply to register a .TUBE 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 .TUBE domain names, as defined by ICANN and Latin America Telecom LLC and which may be viewed at the following pages:

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

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

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

Section .TUBE.3. Special requirements

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

.TUBE domain names are open to anyone.

Section .TUBE.4. Reserved names and premium domain names

Some words are reserved or prohibited:
<http://www.icann.org/en/about/agreements/registries/tube> (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 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 .TUBE.5. Registration term

The registration term is from 1 to 10 years. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

Section .TUBE.6. Pricing

Our prices may be viewed at:
<https://www.gandi.net/domain/price/detail/tube>

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

Section .TUBE.7. Storage of contact information

You consent to the collect, 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 .TUBE.8. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .TUBE 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>

You acknowledge having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this agreement:

-The Uniform Domain Name Dispute Resolution Policy, available at:

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

-The Uniform Rapid Suspension Procedure and Rules, available at: <http://newgtlds.icann.org/en/announcements-and-emia/announcement-05mar13-en>

-The Transfer Dispute Resolution Policy, available at: <http://www.icann.org/en/help/dndr/tdrp>

The UDRP sets forth the terms and conditions in connection with a dispute between a registrant and any party other than the Registry or Registrar over the registration and use of an Internet domain name registered by registrant. The Registry is not required to ensure that a domain name is being used in compliance with the UDRP.

The URS is one of new Rights Protection Mechanisms available in the new gTLD program. It complements the existing UDRP by offering a lower-cost, faster path to relief for rights holders experiencing the most clear-cut cases of infringement. The URS procedure defines the URS claims process.

The TDRP sets forth the terms under which a dispute relating to Inter-Registrar domain name transfers are handled. Registrars are encouraged to first of all attempt to resolve the problem among the Registrars involved in the dispute. In cases where this is unsuccessful and where a Registrar elects to file a dispute, the TDRP procedures apply. Registry is not required to ensure that a domain name is being used in compliance with the TDRP processes.

Section .TUBE.9. 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 .TUBE.10. 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 .TUBE.11. 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 .TUBE.12. 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:

- 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 the authority to enter into the registration agreement
- 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 also commit Yourself to comply with:

-ICANN standards, policies, procedures, and practices for the Registry as set forth in the Registry Agreement

-operational standards, policies, procedures and practices for the Registry TLD as set forth in the Registry Agreement and as established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN, as applicable, upon Registry's notification to Registrar of the establishment of those terms and conditions.

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 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 .TUBE.13. 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:

- comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g RFCs)
- to correct mistakes made by the Registry or any Registrar in connection with a domain name registration or
- for the non-payment of fees
- to protect the integrity, security and stability of the Internet or Registry
- comply with any applicable law, government rules or requirements, requests of law enforcement or any other relevant authority or in compliance with any dispute resolution processed

- to avoid any liability, civil or criminal on the part of the Registry and Registry service provider and their affiliates, subsidiaries, subcontractors, officers, directors, employees and stockholders
- for violations of this agreement
- to ensure compliance with ICANN and/or Registry policies and/or procedures

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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