#### ANNEX .VOTING- SPECIAL CONDITIONS FOR THE .VOTING TLD

version 1.2 - June 29, 2021

In addition to Gandi's <u>General Terms and Conditions</u> of domain name registration, the registration and use of a .DEALER 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 <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.

### Section .VOTING.1. Naming organization

.VOTING is a generic Top-Level-Domain (gTLD) which aim is to provide a trustworthy tool to organize rating surveys and discussions.

The parties involved in naming organization for .VOTING are:

· Trustee Authority:

ICANN: http://www.icann.org

· Registry:

Valuetainment Corp.: http://nic.voting

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 .VOTING.2. Registration policies

When You apply to register a .VOTING 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 .VOTING domain names, as defined by ICANN and Valuetainment Corp., and which may be viewed at the following pages:

- Registry policies: http://nic.voting/policies/index en.html
- ICANN consensus policies:
   <a href="http://www.icann.org/en/general/consensus-policies.htm">http://www.icann.org/en/general/consensus-policies.htm</a>

The German version of the Registry policies prevails over the English version.

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the 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 .VOTING Registry is available at the following address:

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

## Section .VOTING.3. Special requirements

.VOTING special requirements are available at: <a href="http://www.gandi.net/domain/voting/info">http://www.gandi.net/domain/voting/info</a>

.VOTING domain names are open to anyone. Notwithstanding, all content available under a .VOTING domain name needs to be based on polls, surveys, evaluations, petitions or on discussions. Provision of other services is not allowed.

In the case of legal persons, full company title with corporate form must be provided.

Moreover, the .VOTING Registry does not accept PO Box.

You are obliged to supply an individual person as administrative contact.

#### Section .VOTING.4. Reserved names

Some words are reserved or prohibited, in particular:

Reserved names policy:

http://nic.voting/policies/index\_en.html
(.voting Domain Name Registration Policy - 2.Reserved and blocked domains, premium name)

· ICANN reserved names:

http://www.icann.org/en/about/agreements/registries/voting (specification 5. schedule of reserved names),

### Section .VOTING.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 .VOTING.6. Pricing

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

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

## Section .VOTING.7. Storage of contact information

You consent to the use, copying, distribution, publication, in particular in the Registry public <u>Whois</u> 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 .VOTING.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 .VOTING 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: <a href="http://newgtlds.icann.org/en/applicants/urs">http://newgtlds.icann.org/en/applicants/urs</a>

## Section .VOTING.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 .VOTING.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 .VOTING.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 .VOTING.12. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry can delete Your domain name.

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 and its and their directors, officers, employees, agents, and affiliates from and against 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, the domain name registration. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause.

# Section .VOTING.13. Exclusion of liability and actions of the Registry

You acknowledge and agree that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion:

- to 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 to the registration of a domain name,
- · for the non-payment of fees to .VOTING Registry

- end of annex .VOTING -