

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

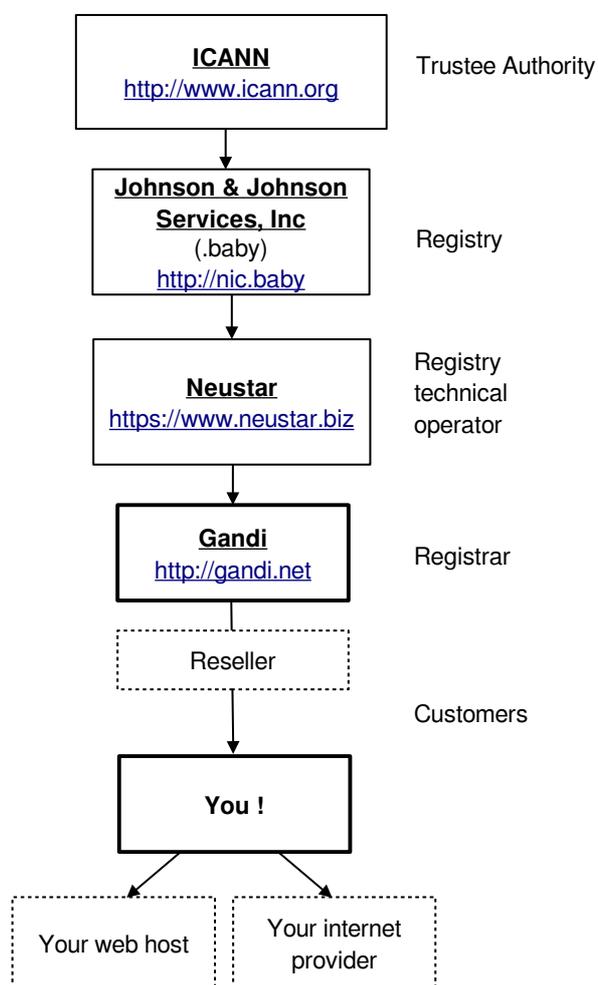
version 1.1 – March the 6th, 2017

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

.BABY is a generic Top-Level-Domain (gTLD). The general mission and purpose of the .BABY is to create a credible, dedicated and intuitive online namespace primarily for use by approved individuals, companies and organizations that support the vitality and happy, healthy development of babies and children. The following diagram presents the various parties involved for the .BABY TLD:



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

### Section .BABY.2. Registration terms and conditions

When You apply to register a .BABY 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 .BABY domain names, as defined by ICANN and Johnson & Johnson Services and which may be viewed at the following pages:

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

These contracts bind You to the .BABY 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 .BABY Registry is available at the following address:  
<http://www.icann.org/en/about/agreements/registries/baby>

### Section .BABY.3. Launch rules

The .BABY domain name launch occurs in 4 phases: Sunrise, Limited Registration Period (LRP), Early Access Period (EAP) and general opening.

The Sunrise phase ran from November 2nd, 2016 to December 2nd, 2016. The Limited Registration Period runs from December 5th, 2016 to April 3rd, 2017 and the Early Access Period from April 5th, 2017 to April 11th, 2017. General opening is scheduled for April 12th, 2017. These dates are not definitive and are subject to change by the Registry.

Preregistrations are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

### Section .BABY.4. Special requirements

.BABY domain names are open to persons within babies and children community.

To be eligible to the registration of a .BABY domain name, You must meet and comply with the following conditions:

- Have a meaningful nexus with the baby related community,
- Possess a bona fide intention to use the domain name to support the mission and purpose of the .BABY: support the vitality and happy, healthy development of babies and children,
- Be classified within one or more of the following categories:
  - Medical Professionals and Community Members: medical professionals, including doctors, nurses, and at large hospitals,
  - Health Care & Health-Related Companies,
  - Non-Health Retail Companies: this category is limited to retail companies and does not include transactional businesses involved in adoption, surrogates, fertility or other physical human aspects,
  - Not-for-Profit or Charitable Organizations: charitable baby organizations must be able to provide satisfactory evidence of either operating or being affiliated with a baby-related service, product or offering,
  - Other Individuals & Companies who will use the domain name in a manner likely to promote the mission and purpose of the .BABY at the sole and entire Registry's discretion.

In addition a clear and logical nexus between the activities of the holder of the domain name, the baby related community and the domain name being registered must exist.

### **Verification procedure**

The Registry, in its sole discretion, may impose proactive and retroactive verification procedures to ensure that registrants/holders comply with all .BABY registration, eligibility and name selection requirements, as well as the rules enacted by the Registry.

The Registry reserves the right in its sole discretion to deny, suspend, transfer to a third party and/or cancel at any time any domain name found to be in violation of Registry rules, any applicable law, rule or regulation and/or identified as not bearing a sufficient nexus to the baby related community.

You acknowledge and agree that You will not be entitled to receive any refund in case of rejection, revocation, suspension or deletion of Your domain name.

### **Section .BABY.5. Limited Registration Period**

#### **5.1 Eligibility rules**

During the Limited Registration Period, the domain name must correspond to the name of Your company/entity, or to Your trademark or to the products or services or categories of products and services You provide. In addition, You can add some additional words to the domain name. Your request will be reviewing and validated at the Registry's sole and entire discretion.

In addition, the Registry is entitled to authorized, at its sole and entire discretion, registration requests that do not meet the above requirements provided that these requests support all the .BABY mission and purpose.

#### **5.2 Allocation rules**

Domain are allocated under the "first come, first served basis".

Registrations are not available via Our interface and must be submitted via Our customer service department.

Before You are entitled to request a domain name, You have to complete the verification procedure established by the Registry by providing additional information/document as requested by Our customer service department.

Then the Registry will verify, within 10 days, if You meet the Registry policy, in particular eligibility and name selection conditions:

- If the Registry accepts Your registration request, Gandi will receive a "token" in order to finalize Your registration request.
- If the Registry does not accept Your registration request, application fees will be not refunded. The amount of application fees will be communicate by our customer service department upon request.

### **Article .BABY.6. Early Access Period**

During this period the registration of domain names is subject to additional costs decreasing over time.

Only the registrations during the last day of this period are available on Our interface by choosing "Landrush". To register a domain name during the first 6 days of this period You have to contact Our customer service department.

### **Section .BABY.7. "Trademark Claim Notice" period**

In accordance with ICANN rules, during the Limited Registration Period, Early Access Period 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 .BABY.8. Reserved names**

Some words are reserved or prohibited, in particular:

- ICANN reserved names :  
<http://www.icann.org/en/about/agreements/registries/baby> (specification 5. schedule of reserved names),
- Reserved names in accordance with Registry rules:  
<http://www.nic.baby/policies.html#reserved-names-policy>
- Names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed,
- Domain names that are likely to deceive, disparage or cause a material detriment to the .BABY extension, the relevant community, the Registry's customers or Internet users are explicitly prohibited.

### **Section .BABY.9. Registration term**

The registration term is 1 year for requests made during Limited Registration and Landrush periods, 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 .BABY.10. Pricing**

Our prices can be viewed at:

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

"Premium" domain names are subject to specific prices as indicated on Our interface during Your order.

Specific costs applicable to the “Early Access” period will be communicated by Our customer service department upon request.

### **Section .BABY.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 consent to the collection, use, copying, distribution, publication in particular into the [Whois](#) database, modification and other processing of Your personal data by the Registry and its designees and agents in a manner consistent with the Registry [privacy policy](#), ICANN policies, and with relevant mandatory local data protection, laws and privacy.

### **Section .BABY.12. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .BABY 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 Registry has also established other specific procedures, that You agree fully abide by:

- a dispute resolution procedure relative to eligibility conditions (REDRP): <http://www.nic.baby/policies.html#registration-eligibility-dispute-resolution-policy>
- a dispute resolution procedure relative to reserved names (RNDRP): <http://www.nic.baby/policies.html#reserved-names-dispute-resolution-policy>

You also agree to submit to proceedings commenced under other dispute policies as set forth by Registry from time to time in the Registry policies, including but not limited to processes for suspension of a domain name intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .BABY extension.

### **Section .BABY.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 .BABY.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 .BABY.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 .BABY.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 request You warrant that:

- You meet the eligibility and domain name selection conditions established by the Registry,
- You are the beneficiary person of the domain name registration,
- A clear and logical nexus exists between Your activities and the mission and purpose of the .BABY as determined by the Registry at its sole and entire discretion,
- The domain name, its use and any website published via the domain name will comply with the applicable law and regulation and the rules established by ICANN and the Registry.

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, defend and hold harmless the Registry and its service providers, and their agents, subcontractors, directors, officers, employees, affiliates and agents of each of them

from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your domain name application, registration and use thereof. 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 .BABY.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 the rules and policies established by the Registry and ICANN each as amended from time to time,
- in case of breach of the present contract or the rules established by the Registry and ICANN,
- 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 civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- in application of Our accreditation agreement or the present contract and Registry rules.

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

You also acknowledge that Registry and its service providers have no liability of any kind for any loss or liability, and You shall indemnify and hold harmless them from any claim, resulting from the proceedings and processes relating to launch periods, including, without limitation:

- the ability or inability of a registrant to obtain a domain name during these periods,
- the results of any dispute over a domain name,
- the registration, use or non-use of a domain name

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