ANNEX .CORSICA - SPECIAL CONDITIONS FOR THE .CORSICA TLD
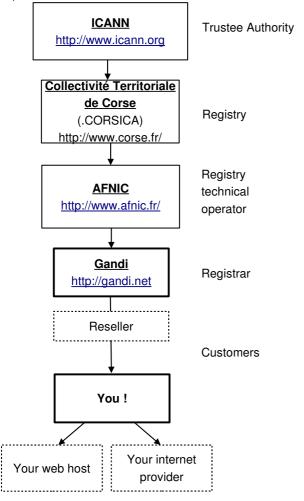
version 1.0 – 15th of May, 2015

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .CORSICA 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 .CORSICA.1. Trustee authority and Registry

.CORSICA is a generic Top-Level-Domain (gTLD) which aims to target Corsican companies and Corsican fellows and also to address the Corsican diaspora around the world. .CORSICA is also deemed to be used by natural persons wherever they are, who have an indirect or direct link with Corsica, his citizens, his culture or his language. The following diagram presents the various parties involved for the .CORSICA TLD:

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

Section .CORSICA.2. Registration terms and conditions

When You apply to register a .CORSICA 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 .CORSICA domain names, as defined by ICANN and the Collectivité Territoriale de Corse and which may be viewed at the following page:

- Policies of the Registry :
  http://puntucorsica.corse.fr/Politiques-de-Registre-de-Dot-Corsica_a14.html
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .CORSICA 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 .CORSICA Registry is available at the following address:
www.icann.org/en/about/agreements/registries/corsica

The special conditions are available in French, in Corsican and in English, the French version will prevail.

You acknowledge that the Registry is an intended third-party beneficiary of this contract and that it can enforce its rights on the grounds of this contract. The expiry or the termination of this contract is without incidence on the vested rights of the Registry which derive from this contract.

Section .CORSICA.3. Launch rules

The .CORSICA domain name launch will occur in 5 phases: Sunrise, Limited Registration Period for the public bodies and associations, Limited Registration Period for other trademarks, Landrush and general opening.

The Sunrise phase will run from the 3rd of August, 2015 to the 6th of October, 2015. The Limited Registration period for public bodies and associations will run from the 8th of October to the 25th of November as well as the Limited Registration period for other trademarks. Landrush will run from the 30th of November, 2015 to the 15th of January, 2016. General opening is scheduled for the 18th of January, 2016. These dates are not definitive and

are subject to change by the Registry.

Preregistrations during both the Sunrise, the Limited Registration period for public bodies, the Limited Period for the other trademarks, the 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 .CORSICA.4. Special requirements

.CORSICA special requirements are available at:
http://www.gandi.net/domain/corsica/info

.CORSICA domain names are open to anyone that satisfies at least one of the following criteria:

→ **An entity in Corsica:**
A company which headquarters are located in Corsica or a company having its headquarters outside Corsica but a secondary establishment registered in Corsica

→ **A Corsican resident**
The registrant can be a natural person with a valid address on the Corsican territory

→ **Diaspora and cultural link, family or identity link with Corsica**

Any physical person which has an indirect or direct link (economic, social, cultural, familial, historical or others) with Corsica and who can bring the proof of such a link

In addition of the above-mentioned criteria, the applicant of a .CORSICA must, if he creates a website, create and maintain in Corsican at least one page of his website. This page in Corsican must be displayed on the home page and displayed at the latest 3 months after the publication of the website.

You acknowledge that You must satisfy the eligibility criteria on a permanent basis during the life cycle of the domain name. When You no longer satisfy these criteria, You must reach Gandi in a timely manner, and no later than 14 calendar days after the change of Your situation that could hinder Your eligibility in the light of the above-mentioned criteria and request that the domain be canceled, suspended, placed on hold, deleted or transferred.

After the validation of Your order You must forward Your documentation to GANDI. Any documents will be assessed with scrutiny by the Registry and GANDI.

If Your documents are incomplete, inaccurate or insufficient, GANDI will notify You of such irregularity. You will then have 5 days to correct, amend, complete Your application in order to satisfy the eligibility criteria set up by the Registry. Failing the above, Your application will be put on hold or will be deleted.

After the General Availability of the .CORSICA, no proofs will be requested by Gandi during the registration of the domain name

unless requested otherwise. Nonetheless, the Registry could during the life cycle of the domain name, and to its sole discretion and upon his own initiative, undertake the assessment:

-of the eligibility criteria that the Registrant satisfy and request that You provide the necessary evidences of Your rights in the light of the 3 eligibility criteria depicted above
-of the contact details You provided (included when You update them)
-of the content of the website in .CORSICA in the light of the requirement to build at least one page in Corsican and to comply with the missions and purpose of the .CORSICA

In case of doubts regarding the accuracy of the information provided or in case of detection of an infringement of the policies of the Registry, You will be notified and You shall, within 14 calendar days, answer to the request of the Registry. Lack of response within the requested deadline can lead to the cancellation or the deletion of the domain.

If the Registry deems that You are not eligible because You do not satisfy the eligibility criteria, You infringe the policies laid down by the Registry or Your data are inaccurate, the Registry can decide at his entire discretion to cancel, lock, place on hold, transfer or delete the domain name without issuing any decision and without any remedy available for You.

Section .CORSICA.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 provided they satisfy one of the criteria described above.

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 and it they all meet the eligibility criteria, the domain name will be subject to auction if the mediation performed by the Registry fails. No further remedies will be available.

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 and which is available on the website of the Registry: https://www.nic.corsica

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, "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 .CORSICA.6. Limited Registration Period for public Bodies and Associations :

6.1 Eligibility rules

This period is reserved for:

→ public administrations: the Territorial Authority of Corsica, territorial authority, agencies and offices of the territorial authority of Corsica, communities of urban area, public establishments for cooperation between local authorities, State decentralized services, public organisms or entities under French law

(agencies, consortiums, commissions and other administrative services) in Corsica, or which has jurisdiction in Corsica
→ association under the law of 1901 settled in Corsica

The applicant whether a public administrative body or an association can register as a domain name:
-the official name/ administrative name of the organisation
-the name of general use
-the name of the public products or services
-the name of the trademark he owns
-the name of the events for which he endorses a sponsorship
-the name of a program he manages
-Corsican geographic names, (department, cantons, neighbor, streets, places, well-known locations)
-names of monuments, symbols
-Recognized variants, versions, abbreviations of the above-mentioned names

The following scheme must be respected:
-for the municipality: name.corsica
-for the community of Communes: cc-name.corsica
-for the community of agglomeration: agglo-nom.corsica

The applications filed by the Corsican territorial authority will prevail over those of the other public authorities.

6.2 Allocation rules

Every registrations performed during this Limited Registration period for public bodies and associations will prevail over those performed during the other periods (Limited Registration Period for other trademarks and Landrush).

If an application of an applicant matches with this category and fulfills all the criteria detailed in the TMCH and is ascribed with an SMD file, the allocation of the domain name will be made at the benefit of the owner of an SMD file.

Requested documents

The necessary documents for the public bodies are as follows:
-copy of the INSEE documentation
-copy of the Official Journal of the French Republic
-Official letter of the public administration signed by the empowered authority (mayor, president, etc).

Documents requested for associations:
-copy of the publication to the Official Journal of the French Republic

Limited Registration period applications for public bodies and associations 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 Limited Registration period for public bodies and associations,

• if multiple qualified applications are made for the same domain name and if several applications meet each and every criteria underlined above for the very same domain name, if the mediation performed by the Registry does not end up favorably, the dispute will be settled thanks to an auction on the domain name applied for according to the rules laid down by the Registry. No other remedy will be available.

When a domain name is allocated to You in the Limited Registration period for public bodies and associations, 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 (eligibility criteria not met, …) 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 .CORSICA.7. Limited Registration Period for other trademarks

7.1 Eligibility rules

All the other trademarks which have not been registered with the TMCH are eligible to apply to register a .CORSICA during this period.

The eligible trademarks are the following ones:
-French trademark enforceable in France :
•   French trademark registered with the NIIP
•   Trademarks of the European Union registered with the OPIUE (former OHIM)
•   International trademarks registered before the WIPO which designates France
•   Geographical indications and designation of origins which are protected and recognized by International Treaties, International regulations and or French laws
•   Company name, trade name, signboard for the organizations located in Corsica

7.2 Allocation rules

Limited Registration Period for other trademarks applications are reviewed on a "first-come first-served" basis.

All the registrations performed during this Limited Registration Period for other trademarks will prevail over the applications performed at a later stage (Landrush) but will have a priority rank inferior to those of Sunrise applications and Limited Registration Period registrations for public bodies and associations.

■   **Requested documents:**
Documents accepted for the other trademarks, Geographical Indications and company name are as follows:
→ **Trademark registered in France:**

Encompass trademarks registered in the European Union before the OPIUE (former OHIM)

The documents accepted are the following: a copy of the certificate of registration of the trademark.

→ **Geographical Indications:**
Encompass the geographical indications or designation of origins.

The documents accepted are: a copy of a legal act, a decree or a decision of an official authority which has jurisdiction and which issues a protection to a specific name, a geographic indications or a designation of origins.

→ **Trade name:**
Encompass the trade names of organizations.

The documents accepted and which must be forwarded are: a copy of a certificate of incorporation, (Kbis or INSEE extract).

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

7.3 Dispute resolution

Any dispute relative to applications for .CORSICA during this period, and in the event where multiple applications are filed which all meet the criteria laid down above for the very same domain name, in case of failure of the mediation led by the Registry, the dispute will be solved thanks to auctions of the domain name according to the rules of the Registry. No other remedy will be available.

7.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, …) 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 .CORSICA.8. Landrush

8.1 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:
http://puntucorsica.corse.fr/Politiques-de-Registre-

de-Dot-Corsica_a14.html

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

8.2 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:
http://puntucorsica.corse.fr/Politiques-de-Registre-de-Dot-Corsica_a14.html

8.3. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, …) 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 .CORSICA.9. "Trademark Claim Notice" period

In accordance with ICANN rules, during the Landrush period, Limited Registration Period 1 and 2 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 .CORSICA.10. Reserved names and premium domain names

Some words are reserved or prohibited:
http://www.icann.org/en/about/agreements/registries/corsica
(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.

Section .CORSICA.11. Registration term

The registration term is 2 years for requests made during the Sunrise period, the Limited Registration period 1 and 2 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 .CORSICA.12. Pricing

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

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

Section .CORSICA.13. 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.

Section .CORSICA.14. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .CORSICA 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 .CORSICA.15. 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 .CORSICA.16. 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 .CORSICA.17. 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 .CORSICA.18. 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 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.

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 .CORSICA.19. 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,
- 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.

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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