ANNEX .FINANCIAL - SPECIAL CONDITIONS FOR THE .FINANCIAL TLD

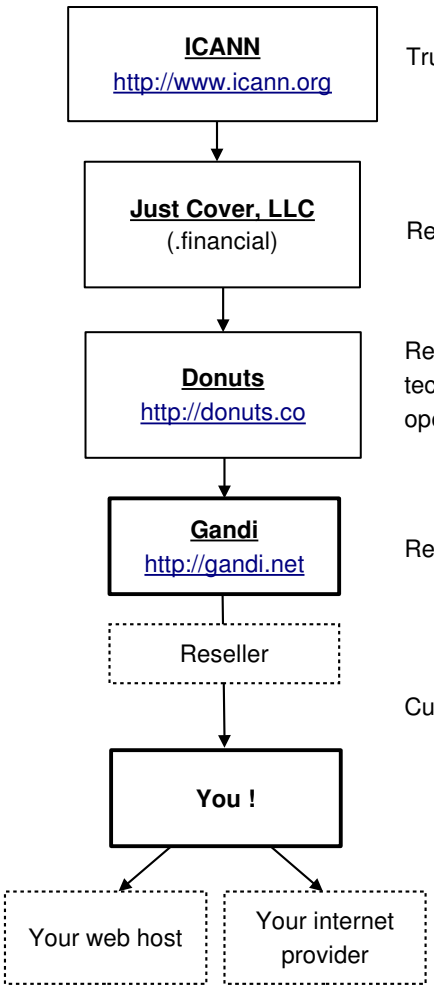
version 1.0 – May the 23rd, 2014

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

.FINANCIAL is a generic Top-Level-Domain (gTLD). The following diagram presents the various parties involved for the .FINANCIAL TLD:



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

Section .FINANCIAL.2. Registration terms and conditions

When You apply to register a .FINANCIAL 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 .FINANCIAL domain names, as defined by ICANN, Just Cover LLC and Donuts and which may be viewed at the following pages:

- Donuts rules: http://www.donuts.co/policies
- ICANN consensus policies: http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .FINANCIAL Registry and Donuts. 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 Registry and its affiliates including Donuts, and their respective managers, directors, employees, contractors, and agents including TMCH and the Auction Provider are not a party to this contract. However the Registry and Donuts are third-parties beneficiary of the present contract.

The contract between ICANN and the .FINANCIAL Registry is available at the following address: http://www.icann.org/en/about/agreements/registries/financial

Section .FINANCIAL.3. Launch rules

The .FINANCIAL domain name launch will occur in 2 phases: Sunrise, and general opening.

Registrations during the first 7 days of the general opening will be subject to additional costs decreasing over time ("Early Access" period).

The Sunrise phase will run from May 27th 2014 to July 26th 2014. General opening is scheduled for July 30th 2014. These dates are not definitive and are subject to change by Donuts.

Preregistrations during both the Sunrise 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 .FINANCIAL.4. Special requirements

.FINANCIAL special requirements are available at: https://www.gandi.net/domain/financial/info

.FINANCIAL domain names are open to anyone.

Section .FINANCIAL.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.

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, 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 on Donuts website.

Donuts notifies all Registrars through which a request made in Sunrise period is subject to a pending auction. Gandi commits itself to sending You any notification received in this context. At the end of the auction procedure, the Registrars are notified of the allocation or not of the domain name to their customer.

The Registry and/or Donuts notify TMCH of the registrations made in Sunrise period. 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 also 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 Donuts that You agree fully abide by:
http://www.donuts.co/policies/sunrise-and-dpml-dispute-resolution-policy

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 .FINANCIAL.6. General opening

On general opening, the domain name will be allocated on a "first-come first-served" basis.

6.1 "Trademark Claim Notice"

In accordance with ICANN rules, during 90 days upon the 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 received 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 send to Donuts.

If You confirm Your registration request, the third parties that are the owners of an identical mark are notified of Your registration.

For requests made in preregistration, beginning one day prior to the general opening, 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 Donuts upon the general opening and can not, in any case, be held liable of 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 general opening.

It is Your sole and entire responsibility to confirm, if You want, all the notices received before the general opening and the sending of Your request to Donuts.

6.2 “Early Access” period

During the first 7 days of the general opening, Donuts has an “Early Access” period during which the registration of domain names is subject to additional costs decreasing over time.

The registrations during the first 4 days of this period are not available on Our interface, You must contact Our customer service department.

It is specified that if You do not contact Our customer service department and pay the additional costs, the requests made in preregistration will be only be sent to Donuts after the “Early Access” period.

Section .FINANCIAL.7. Reserved names and premium domain names

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

Section .FINANCIAL.8. Registration term

The registration term is 1 year for requests made during the Sunrise period, 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 .FINANCIAL.9. Pricing

Our prices can be viewed at:
https://www.gandi.net/domain/price/detail/financial

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

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

Section .FINANCIAL.10. 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.

In addition, You consent to the use, copying, distribution, publication, modification and other processing of Your personal data by the Registry and Donuts. Your personal data are collected and used by the Registry and Donuts in accordance with the privacy policy established by Donuts which may be viewed at the following page:
http://www.donuts.co/policies/privacy-policy

You also accept that the Registry and Donuts display Your personal contact information in the public Whois database. Both the Registry and Donuts may also publish, particularly in the Whois database, all or any portion of a pending Sunrise request.

Both the Registry and Donuts reserve the right to review the data indicated in the Whois database in order to verify the contact information associated to a domain name.

Section .FINANCIAL.11. Dispute resolution policy

You agree to participate in and fully abide by any decision made as part of the dispute resolution procedures adopted by both the Registry and Donuts, including without limitation the Acceptable Use Policy (AUP), the URS and the UDRP procedures.

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

In accordance with the AUP enacted by Donuts, if You are repeatedly engaged in abusive registrations or practices, the Registry and/or Donuts may, at their sole and entire discretion, delete all Your current and future registrations and refuse any new registration under all extensions managed by Donuts, as well as the ones of parties that have been acting in concert with You.

You also agree that disputes arising from the terms and conditions enacted by the Registry and Donuts, or related to the allocation of a domain name, will be submitted to a binding arbitration.

Section .FINANCIAL.12. Transfer (change of Registrar)

The transfer-in process is started on Our Interface. Before requesting the transfer of the domain, please be sure that 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 .FINANCIAL.13. Ownership change

The ownership change process is available on Our Interface, and it requires the confirmation of the two parties by e-mail.

The owner change of a domain name does not change the domain's expiration date.

Section .FINANCIAL.14. 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 by 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 .FINANCIAL.15. Registrant representations and guarantees

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, Donuts, and ICANN,
- You have to accept and abide by the rules and policies enacted by the Registry and Donuts.

In addition, by submitting a request during the Sunrise period, You acknowledge that the Registry, Donuts, and/or their 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 (within 30 days of demand) to indemnify and hold harmless the Registry, Donuts, Donut's service providers and Gandi, their respective 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 .FINANCIAL.16. Exclusion of liability and actions of the Registry and Donuts

You expressly acknowledge and accept that the Registry and Donuts 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, Donuts, 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, Donuts and ICANN,

- for violation of the present contract or the rules established by the Registry, Donuts 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, Donuts and ICANN may retain to oversee the arbitration and mediation of disputes,
- to establish, assert, or defend the legal rights of the Registry, Donuts or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, Donuts, their affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the Registry, Donuts 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 and Donuts.

The Registry and Donuts also reserve the right to place Your domain name in « lock » status, « hold » status or similair 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 and/or Donuts 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 and/or Donuts receive notice that Your “SMD” file is under dispute.

It is not the obligation of the Registry and Donuts 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 and Donuts 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 or Donuts such as, but not limited to, any fees payable or paid within the context of a dispute initiated against any decision of the Registry and/or Donuts.

-end of annex .FINANCIAL-