

ANNEX .MAKEUP - SPECIAL CONDITIONS FOR THE .MAKEUP TLD

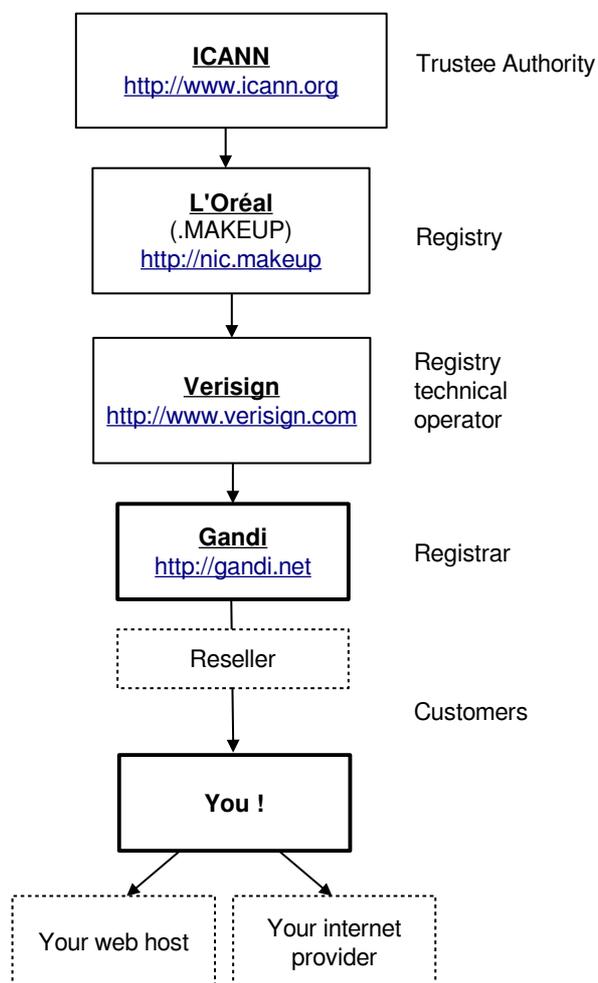
version 1.0 – September the 22nd, 2016

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

.MAKEUP is a generic Top-Level-Domain (gTLD). The mission and purpose of the .MAKEUP is to promote the beauty, makeup and cosmetics, through meaningful engagement with manufacturers, beauty enthusiasts, consumers, and retailers, using a domain space intended for use by individuals and/or companies within or associated with the various industries that provide, utilize, or bear a recognizable connection to makeup and cosmetic products and/or services. The following diagram presents the various parties involved for the .MAKEUP TLD:



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

Section .MAKEUP.2. Registration terms and conditions

When You apply to register a .MAKEUP 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 .MAKEUP domain names, as defined by ICANN and the .MAKEUP Registry and which may be viewed at the

following pages:

- .MAKEUP rules : http://nic.makeup/Registry_Policies_and_Launch_Plan_for_dot_makeup.pdf
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

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

Section .MAKEUP.3. Launch rules

The .MAKEUP 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 September 22nd 2016 to October 31st 2016. General opening is scheduled for November 1st 2016. These dates are not definitive and are subject to change by the Registry.

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

Section .MAKEUP.4. Special requirements

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

Eligibility

.MAKEUP is reserved to persons within or related to cosmetic industry.

To be eligible to the registration of a .MAKEUP You have to meet and comply with the following conditions :

- own, be connected to, employed by, associated with, or affiliated with a company that provides makeup and/or cosmetics related products, services, news, and/or content, or be an individual, association, or entity that has a meaningful nexus (as determined by the Registry in its sole discretion) with the cosmetics industry, and
- possess a bona fide intention to use the domain name in supporting the mission and purpose of the .MAKEUP (as defined in

section 1).

Name selection

A clear and logical nexus between the activities of the domain name holder, the cosmetic industry and the domain name 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 .MAKEUP 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 cosmetic industry.

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 .MAKEUP.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

Domain names are allocated under the “first-come first-served” basis.

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:

http://nic.makeup/Registry_Policies_and_Launch_Plan_for_dot_makeup.pdf (6. SUNRISE 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 (if a third party has successfully challenged the domain name registration ...).

Section .MAKEUP.6. General opening

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

6.1 “Trademark Claim Notice” period

In accordance with ICANN rules, during 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.

6.2 “Early Access” period

During the first 7 days of the general opening, the Registry has an “Early Access” period during which 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.

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 the Registry after the “Early Access” period.

Section .MAKEUP.8. Reserved names and premium domain names

Some words are reserved or prohibited:

<http://www.icann.org/en/about/agreements/registries/makeup> (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. Domain names that are likely to deceive, disparage or cause a material detriment to the .MAKEUP extension, its community, its customers or internet users, as determined by the Registry in its sole discretion, are explicitly prohibited.

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 not be sent to the Registry.

Section .MAKEUP.9. Registration term

The registration term is 1 year for requests made during the Sunrise and “Early Access” 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 .MAKEUP.10. Pricing

Our prices may be viewed at:

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

“Premium” domain names are subject to specific prices as specify in Our interface during Your registration order.

Section .MAKEUP.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 consent to the collection, use, copying, distribution, publication in particular in the public [Whois](#) database, modification and other processing of Your personal information by the Registry and its designees and agents in a manner consistent with the [Registry privacy policy](#) (9. PRIVACY POLICY), current ICANN policies, and with relevant mandatory local data protection, laws and privacy.

Section .MAKEUP.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 .MAKEUP 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 adopted a dispute resolution policy relative to the eligibility conditions (REDRP), that You agree fully abide by. http://nic.makeup/Registry_Policies_and_Launch_Plan_for_dot_makeup.pdf (7. Registrant Eligibility Dispute Resolution).

In addition, You agree to submit to proceedings commenced under other dispute policies as set forth by the Registry from time to time in the Registry rules, including but not limited to processes for suspension of a domain name by 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 .MAKEUP extension.

Section .MAKEUP.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 .MAKEUP.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 .MAKEUP.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 .MAKEUP.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.

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 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 the registration of Your domain name and the 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 .MAKEUP.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 deny, suspend, cancel or transfer to a third party or place in "lock" status, "hold" status or similar status any registration or transaction:

- to comply with any rules and policies 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 avoid any civil or criminal liability of the Registry, its affiliates, subsidiaries, officers, directors, and employees,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- as per the terms of the present contract.

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 acknowledge that the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the launch rules, without limitation:

- the ability or inability of a person to obtain a domain name during these periods,
- the results of any dispute over a Sunrise registration.

- end of annex .MAKEUP-