ANNEX .MUSEUM - SPECIAL CONDITIONS FOR THE .MUSEUM TLD

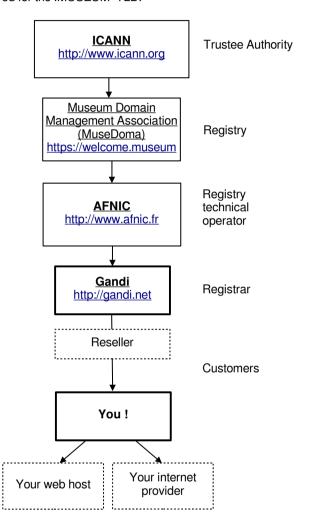
version 1.0 - December the 17th, 2018

In addition to Gandi's <u>General Terms and Conditions</u> of domain name registration, the registration and use of a .MUSEUM 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 .MUSEUM.1. Trustee authority and Registry

.MUSEUM is a generic extension dedicated to the museum community. The following diagram presents the various parties involved for the .MUSEUM TLD:



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

Section .MUSEUM.2. Registration terms and conditions

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

- Registration policy: https://welcome.museum/wp- content/uploads/2018/05/20180525-Registration-Policy-MUSEUM-EN VF-1.pdf
- ICANN consensus policies: http://www.icann.org/en/general/consensus-policies.htm

These rules, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .MUSEUM Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Us and You.

The contract between ICANN and the .MUSEUM Registry is available at the following address:

http://www.icann.org/en/about/agreements/registries/museum

The Registry is a third-party beneficiary of the present contract and as such is entitled to enforce its rights vested by the present contract. It is specified that the expiry or termination of the present contract shall not affect the rights acquired by the Registry through the execution of said contract.

Section .MUSEUM.3. Special requirements

.MUSEUM special requirements are available at: http://www.gandi.net/domain/museum/info

.MUSEUM domain names are open to:

- · museums.
- professional associations of museums,
- individuals with an interest or a link with museum profession and/or activity.
- museum enthusiasts.

The use of Your .MUSEUM domain name must be based on good faith and must serve the interests of the international museum community.

Section .MUSEUM.4. Reserved names and premium domain names

Some words are reserved or prohibited, in particular:

- ICANN reserved names :
- http://www.icann.org/en/about/agreements/registries/museum (specification 5. schedule of reserved names),
- Registry policy

https://welcome.museum/wp-

content/uploads/2018/05/20180525-Registration-Policy-

MUSEUM-EN VF-1.pdf (section 2.4 Reserved names)

Section .MUSEUM.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 .MUSEUM.6. Pricing

Our prices may be viewed at:

https://www.gandi.net/domain/price/detail/museum

Section .MUSEUM.7. 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, and publication, in the Registry public Whois database if applicable, of Your personal data by the Registry, its technical provider and their designees and agents for the purposes of providing .MUSEUM domain names registration services as defined in the Registry agreement with ICANN and in accordance with the Registry privacy policy.

Section .MUSEUM.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 .MUSEUM 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 the following procedure:

- ERDRP (Eligibility Restrictions Dispute Resolution Procedure) procedure to challenge the Registry decision to suspend and/or delete Your domain name due to non-compliance with eligibility conditions:
- https://welcome.museum/wp-content/uploads/2018/05/20180525-Registration-Policy-MUSEUM-EN_VF-1.pdf (Appendix 1) CRDRP (Compliance Reconsideration Dispute Resolution
- Procedure) procedure to challenge the Registry decision to suspend and/or delete Your domain name due to non-compliance with registration rules:

https://welcome.museum/wp-content/uploads/2018/05/20180525-Registration-Policy-MUSEUM-EN_VF-1.pdf (Appendix 2)

Section .MUSEUM.9. Transfer (change of Registrar)

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain name, 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 .MUSEUM.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 Expiration date.

Section .MUSEUM.11. Deletion process

Upon the Expiration of the domain name, 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 name goes into Redemption Period for an additional 30 days. 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 name is neither renewed nor restored within these deadlines, the Registry shall place the domain name in "Pending Delete" status for several days, and then delete the domain name, which will become available for registration on a "first-come firstserved" basis.

Section .MUSEUM.12. Registrant representations <u>quarantees</u>

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.

In any case, You acknowledge and agree that distributing malware, operating botnets, phishing, piracy, trademark or abusively 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 shall indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry, its directors, officers, employees and agents from and against any claim, damages, liabilities, costs and expenses arising from or relating to the registration and/or use of Your domain name. This obligation shall survive the termination of the present contract, whatever may be the cause.

Section .MUSEUM.13. Exclusion of liability and actions of the Registry

You expressly agree that the Registry reserves the right to change the status of the domain name during the resolution of a dispute or a compliance audit procedure (e.i. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

- protect the integrity, security, and stability of the Registry system,
- comply with all applicable laws and regulations, or with any dispute resolution process,
- avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors, and employees,
- stop or prevent any violations of any terms and conditions of .MUSEUM policies,
- correct mistakes made by the Registry or any Registrar in relation to a domain name registration,
- ensure compliance with ICANN and/or Registry policies.

- end of annex .MUSEUM-