

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

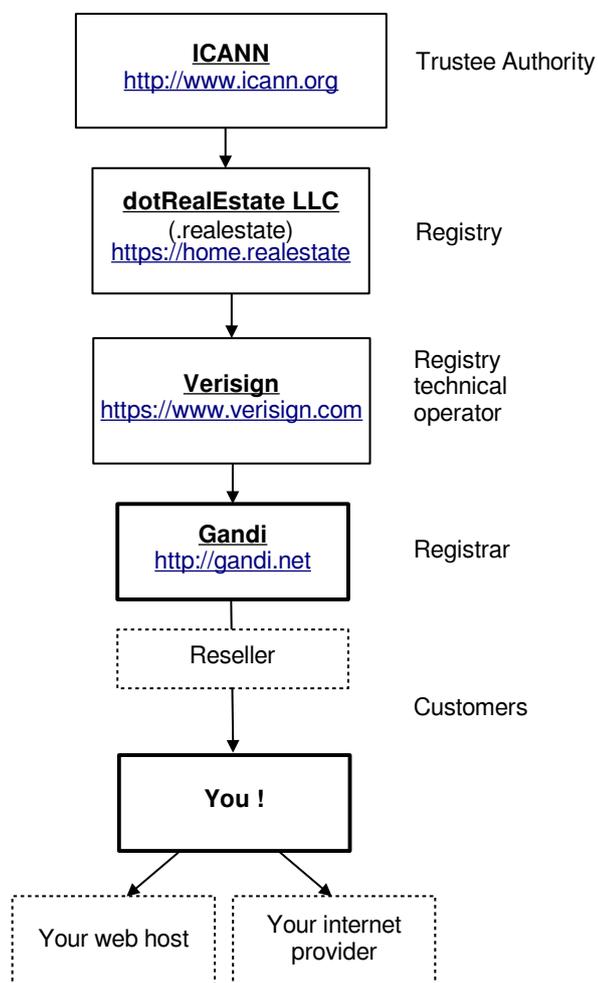
version 1.0 – August the 6th, 2018

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

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



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

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

When You apply to register a .REALESTATE 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 .REALESTATE domain names, as defined by ICANN, dotRealEstate LLC and Verisign, and which may be viewed at the following pages:

- Launch plan:  
<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000STJnDEAX>
- Sunrise policy:  
<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000STJnDEAX>

- Limited Registration policy:  
<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000STJoLEAX>
- General opening policy:  
<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000STJouEAH>
- Acceptable use policy:  
<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000STJpOEAX>
- Privacy policy:  
<https://home.realestate/privacy-policy>
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

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

### Section .REALESTATE.3. Launch rules

The .REALESTATE domain name launch will occur in several phases: Sunrise, Limited Registration Period and general opening.

The Sunrise phase will run from July 28<sup>th</sup> 2018 to August 27<sup>th</sup> 2018 and the Limited Registration Period from August 28<sup>th</sup> 2018 to November 26<sup>th</sup> 2018. General opening is scheduled for November 27<sup>th</sup> 2018. 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 the registration request will be sent to the Registry only at the time of the beginning of the concerned period.

### Section .REALESTATE.4. Special requirements

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

.REALESTATE domain names are open to anyone.

### Section .REALESTATE.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.

**DNS updates to successful Sunrise registrations will not be possible from the close of Sunrise period to the start of general opening.**

## **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:

<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000STJnrEAH>

## **5.4. Refund Conditions**

You will be entitled to receive a refund if Your registration request is rejected (ie: domain name already registered) provided that the Registry proceeds to such refund.

## **Section .REALESTATE.6. Limited Registration Period**

This phase is reserved to verified members of the National Association of Realtors with an active .realtor domain name registration in good standing.

This phase is not available at Gandi.

## **Section .REALESTATE.7. "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.

## **Section .REALESTATE.8. 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/realestate>  
(specification 5. schedule of reserved names)

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 .REALESTATE.9. 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 .REALESTATE.10. Pricing**

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

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

You expressly acknowledge and agree that:

- domain names may be variably priced, for example, premium domain names may have a different pricing than standard domain names,
- domain names may further have a non-uniform renewal pricing such that the renewal fee for a domain name may differ from other domain names, and
- domain names may have higher renewal pricing than the renewal pricing set forth at the time of initial registration of such domain.

## **Section .REALESTATE.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 and publication (in particular in the Registry [Whois](#) database) of Your personal data by the Registry and its technical provider in compliance with all applicable laws and

status.

### **Section .REALESTATE.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 .REALESTATE 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 .REALESTATE.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 .REALESTATE.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 .REALESTATE.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 .REALESTATE.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 grant the Registry and Verisign all necessary licenses and consents to permit the Registry, Verisign or their agents: to perform, in the Registry and Verisign's unlimited and sole discretion, Malware Scans, to collect, store, and process data gathered as a result of such Malware Scans, to disclose the results of such Malware Scan to the Registry and ICANN, and to use the results of such Malware Scan in connection with protecting the integrity, security or stability of the Registry and domain name system, and providing reports and benchmarks based on aggregated data so long as the reports do not identify the extension concerned,
- You acknowledge that the results of any Malware Scan identifying malware or potential malware shall not be deemed to be confidential or proprietary information of the Registrar or the domain name holder,
- the Registry and VeriSign do not warranty or represent that such Malware Scan will detect any and all Malware or that the Registry and Verisign are responsible for notifying the Registrar or the domain name holder of any malware or cleaning any malware from any systems or website,
- You agree to indemnify, defend and hold harmless the Registry and Verisign from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, any Malware Scan, the failure to conduct a Malware Scan, the failure to detect or clean any malware, or the use of any data from Malware Scans, and not conclude any settlement or compromise of any such indemnifiable claim without the Registry and VeriSign prior written consent.

You commit Yourself to indemnify, defend and hold harmless the Registry, its technical provider and their subcontractors, shareholder, directors, officers, employees, affiliates and agents 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. This indemnification obligation survive the termination or expiration of the present contract.

### **Section .REALESTATE.17. Exclusion of liability and actions of the Registry**

You acknowledge and accept that the Registry reserved the right, in its unlimited and sole discretion, to revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of a domain name holder, including placing the domain name on registry lock, hold or similar status, without any notice thereto:

- in the event of non-compliance by the domain name holder with any provision of the present contract or specifications adopted by any industry group generally recognized as authoritative with respect to the Internet,
- to correct mistakes made by the Registry, Registrar or any third party in connection to the registration of a domain name,
- for non-payment of any fees due to the Registry.

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