

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

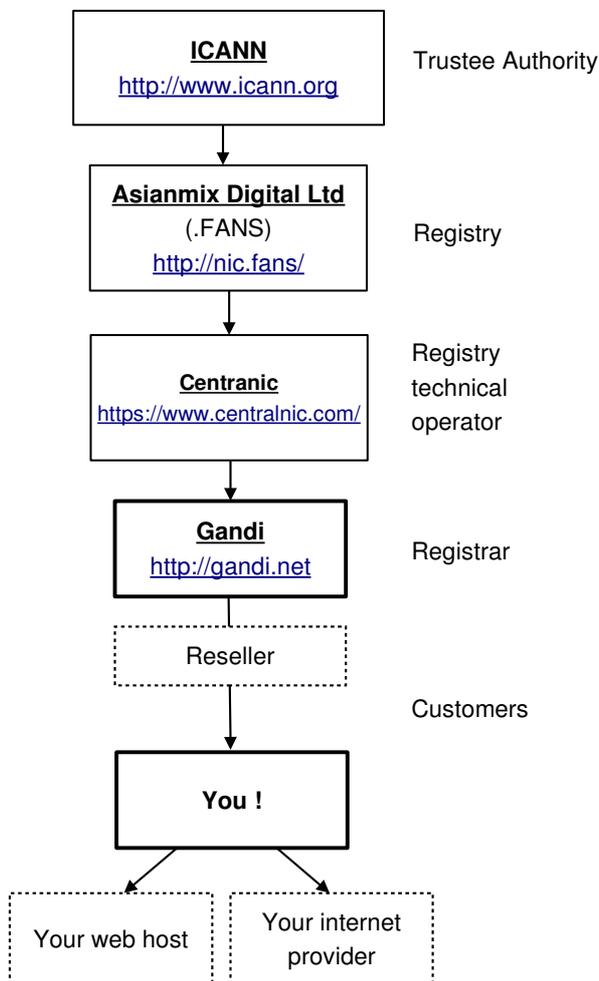
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In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .FANS domain name implies the acceptance of and compliance to the present special conditions contained herein.

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 .FANS.1. Trustee authority and Registry**

.FANS is a generic Top-Level-Domain (gTLD) which is the niche TLD for sport, music, celebrity and entertainment brands. The following diagram presents the various parties involved for the .FANS TLD:



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

### **Section .FANS.2. Registration terms and conditions**

When You apply to register a .FANS 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 .FANS domain names, as defined by ICANN and Asianmix Digital Ltd and which may be viewed on the website of the Registry.

- Launch and registration Policies: <http://nic.fans/wp-content/uploads/2015/06/FANS-Registration-and-Launch-Policies-FINAL.pdf>
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .FANS 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 .FANS Registry is available at the following address: [www.icann.org/en/about/agreements/registries/fans](http://www.icann.org/en/about/agreements/registries/fans)

### **Section .FANS.3. Launch rules**

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

The Sunrise phase will run from the 16th of June, 2015 to the 15th of August, 2015. General opening is scheduled for the 2nd of September, 2015. These dates are not definitive and are subject to change by the Registry.

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 .FANS.4. Special requirements**

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

.FANS domain names are open to anyone.

### **Section .FANS.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. The .FANS Registry is operating an End Date Sunrise meaning that all applicants are given equal opportunity to register .FANS domain names during Sunrise and domains will be awarded at the end of this period.

In case of contentions, priority will be given to trademark holders with goods and services under categories 9, 35 and 41 of the Nice classification of Goods and Services. Auction will be used as a method of last resort to resolve contentions. The auction will be conducted by the Registry’s third party auction provider. The starting bid for an auction is the Sunrise Registration Fee plus 1\$ with bid increments escalating during the auction bid.

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 will be displayed on the website of the Registry : <http://nic.fans>

## **5.4. Refund Conditions**

In any case, You will not be entitled to receive any refund if Your application is rejected (“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 .FANS.6. “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 .FANS.7. Reserved names and premium domain names**

Some words are reserved or prohibited:

[-http://www.icann.org/en/about/agreements/registries/fans](http://www.icann.org/en/about/agreements/registries/fans)

- (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 reserved list of domain names shall generally consist of:

- names reserved for Registry operations and other purposes, including without limitation, certain names retained for use by Registry's strategic partners, names for later release
- names reserved to comply with ICANN requirements such as, but not limited to, specification 5 of the .fans gTLD Registry Agreement
- names reserved as part of the Protected Names program, including but not limited to brands, celebrities, sport teams, musicians, bands, entertainers, tv shows, clubs reserved for the purposes of allocation to the appropriate parties or communities of their supporters
- premium names including generic names and key words for later release by the Registry
- names that are temporarily unavailable due to processing delays from Sunrise registrations or for other reasons

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 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 be not sent to the Registry.

#### → **Protected Name Program**

The Registry will offer a protected names program which offers additional protection for individuals, brands and entities from the music, sport and entertainment industries. The .fans has undertaken a period of research and analysis to determine the biggest fan bases for numerous entities and relevant domain names will be put on a "protected list" for which registration will only be available to registrants who undertake a simple validation process proving that the domain name will be held for the benefit of the entity in question.

The protected Name Program will run for a maximum of 24 months from the start of the General Availability.

Applications for the Protected Name Program will be considered by the Registry on a first-come first-served basis. The Registry is responsible for validating and authenticating marks and hearing challenges regarding validity of a protected name application. When processing protected Names Application, Registry relies on the validity of information provided by the eligible party.

Upon a successful validation the Registry will issue a code to the eligible party or community that will enable registration of the domain with Gandi.

The Registry will charge a protected names domain name registration fee for registrations of protected names.

#### **Section .FANS.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 .FANS.10. Pricing**

Our prices may be viewed at:

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

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

#### **Section .FANS.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 accept that the Registry can access Your personal contact information and display it in the public [Whois](#) database. In addition, You give Your consent to the use, copy, distribution, publication, modification and other processing of Your personal data by the Registry and its designees and agents in a manner consistent with the purposes established by the Registry including data escrow requirements.

Data about identified or identifiable natural persons submitted to the Registry under this agreement will be collected and used by the Registry and or CentralNic for the purpose of providing registry services and for purposes of data escrow requirements. The Registry shall not use or authorize the use of personal data in any way that is incompatible with such purposes.

The Registry will not assign the data to any third party. When required by ICANN, however, the Registry may make personal data available to ICANN or to relevant government or law enforcement authorities for inspection. You gave Your express consent for the collection and use of personal data by the Registry.

With respect to third-party individuals whose personal data is provided by You to the Registry, You must represent and

guarantee that You have informed such individuals of the intended use by the Registry of their personal data.

### **Section .FANS.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 .FANS 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>

[You also agree to participate in and abide by any determinations made as part of the Registry's dispute resolution procedures including:](#)

- Transfer Dispute Resolution Policy <http://www.icann.org/en/help/dndr/tdrp>
- Trademark Sunrise Dispute Resolution Policy <http://nic.fans/wp-content/uploads/2015/06/FANS-Registration-and-Launch-Policies-FINAL.pdf>

### **Section .FANS.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 .FANS.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 .FANS.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 .FANS.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.

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.

You commit Yourself to correct and update the registration information for the registered name during the registration term for the registered name.

When applicable You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the landrush period, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any Sunrise Dispute Resolution Policy, and further to acknowledge that the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the landrush period, including without limitation

- (a) the ability or inability of a registrant to obtain a registered name during these periods and
- (b) the results of any dispute over a sunrise registration

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 agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.

If You are collecting and maintaining sensitive health and financial data, You must comply with applicable laws on the provision of such services and including security measures applicable to that sector.

You commit Yourself to indemnify and hold harmless the Registry, CentralNic, and their subcontractors, and the 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 Your domain name registration. 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 .FANS.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 reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

- to protect the integrity, security and stability of the Registry
- to comply with any applicable courts orders, laws, requests or

- rulings from law enforcement agencies, government agencies, or other organizations, or dispute resolution proceedings
- to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees or its service providers
- per the terms of the Registration Agreementsto respond or protect against any form of malware (which includes, without limitation, malicious code or software that may affect the operation of the Internet)
- to comply with specifications of any industry group or recognized authority on Internet stability (ie RFCs)
- to correct mistakes made by the Registry or any Registrar in connection with the domain name registration
- for the non-payment of any fees owed or;
- for non-compliance with the terms of the Founders Program

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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