ANNEX .LOCKER - SPECIAL CONDITIONS FOR THE .LOCKER TLD

version n°1.0 of October 23rd, 2024

In addition to <u>Gandi's Domain Name Registration Contract</u>, the registration and use of a .LOCKER domain name implies the acceptance of and compliance to the present special conditions.

All of Gandi's legal and contractual information is permanently accessible from the home page of <u>Our website</u>. Capitalized terms have the meaning given to them in the <u>Domain Name Registration Contract</u>. In particular, "You" refers to the owner of the domain name, and "We" refers to Gandi.

Section .LOCKER. 1. Naming organization

<u>.LOCKER</u> is a generic Top-Level-Domain (gTLD) designed to offer users a single online space for storing, organizing and protecting their digital assets.

The entities involved in naming organization for .LOCKER are:

· Trustee Authority:

ICANN: http://www.icann.org

Registry

Orange Domains LLC: https://www.orangedomains.com

· Registry technical operator

Tucows: https://www.tucows.com

Registrar

Latin TLD: https://www.latintld.com

Reseller

Gandi: https://www.gandi.net/fr

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

Section .LOCKER.1.1. Definitions

.LOCKER is a generic top-level domain (gTLD) designed for applications and services that focus on data security and confidentiality. It offers users a secure way to store and share sensitive information in a digital environment.

Web 3.0 integration

.LOCKER is fully in line with the vision of Web 3.0, which emphasizes decentralization, security and privacy. Users of the .LOCKER extension benefit from decentralized access to their data, giving them total control over it, far removed from traditional centralized infrastructures.

Data security

The LOCKER extension is particularly well suited to secure file storge and sharing services.

Blockchain technology

Use of the .LOCKER extension can also be combined with blockchain technologies, offering data traceability and immutability. This strengthens user confidence by guaranteeing that information exchanged or stored is secure and verifiable.

Section .LOCKER.2. Registration policies

When You apply to register a .LOCKER 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 .LOCKER domain names, as defined by the Registry, Orange Domains and Tucows, and which may be viewed at the following addresses:

- Registry: https://www.my.locker/privacy-policy
- Registry technical operator: https://www.tucows.com/privacy

In addition, You agree to accept the conditions and rules of LatinTLD available at the following address: https://www.latintld.com/ourPolicies.php

These documents, which You acknowledge having read and accepted via Our Interface, bind You to the .LOCKER Registry. The present special conditions are not a substitute for these rules, which are incorporated by reference, and are binding on Us as they are on You.

Section .LOCKER.3. Special requirements

.LOCKER special requirements are available at : https://www.gandi.net/domain/tld/locker

Section .LOCKER, 4, "Trademark Claim Notice" period

In accordance with ICANN rules, a "Trademark Claim Notice" period will be in effect for at least 90 days after the general opening.

During this period, if the domain name You are requesting to register corresponds identically to a trademark registered and validated with TMCH (according to the labels generated), You will receive an alert ("Trademark Claim Notice") in real time on Our interface informing You that a third party has rights over the term You are requesting.

You must then, with full knowledge of the facts, confirm or cancel Your registration request. In the absence of confirmation, Your request will not be sent to the Registry.

If You confirm Your application, third-party owners of an identical trademark will be notified of Your registration.

For pre-registration requests, Gandi will notify You of the "Trademark Claim Notice" by e-mail the day before the opening of the period concerned, and Your registration request will be placed in "error" status until You confirm or cancel Your request via Our interface. It being specified that, in application of ICANN rules, in the absence of confirmation of the alert by You, Gandi will not send Your registration request to the Registry at the opening of the concerned period, and may in no way be held responsible for the non-registration of Your domain name, in particular if the domain name is registered by a third party who would have validated the "Trademark Claim Notice" at the time of the opening of the concerned period.

It is Your sole and entire responsibility to confirm, if You wish, all alerts received before the opening of the period concerned and the sending of Your request to the Register.

Section .LOCKER.5. Reserved names

Certain terms are reserved or prohibited for registration, including: https://www.icann.org/en/registry-agreements/details/locker

(Specification 5. schedule of reserved names)

Section .LOCKER.5. 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 .LOCKER.6. Pricing

Our prices may be viewed at : https://www.gandi.net/en/domain/tld

Premium domain names are subject to specific prices as published on Our website during Your order.

Section .LOCKER.7. Personal data

You consent to the collect, use, copying, distribution, publication, in particular in the Registry public <u>WHOIS</u> database if applicable, modification and other processing of Your personal data by the Registry, its technical provider and their designees and agents for the purposes of providing Registry services as defined in the Registry agreement with ICANN and in accordance with the Registry privacy policy.

Section .LOCKER.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 .LOCKER domain names, 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 .LOCKER.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.

Upon successfully transferring a domain name, the registration period is extended by 1 year.

Section .LOCKER.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 .LOCKER.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 first-served" basis.

Section .LOCKER.12. Registrant obligations

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may suspend and/or 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, and their directors, officers, employees, agents and affiliates 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, the registration of Your domain name. This indemnification obligation shall survive the termination or expiration of the present contract, whatever may be the cause.

Section .LOCKER.13. Rights of the Registry

You acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry lock, hold (suspension), or similar status as it deems necessary, in its unlimited and sole discretion:

- to enforce the rules and policies established by the Registry 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 and ICANN,
- for violation of the present contract or the rules established by the

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

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

-end of annex .LOCKER-