

**ANNEX Binky Moon, LLC**  
**SPECIAL CONDITIONS FOR BINKY MOON'S TLD - Binky Moon, LLC**

version 2.2 – November the 22<sup>nd</sup>, 2023

The present annex fully applies for the registration and the use of the following Top-Level-Domains (hereafter “TLD”), all proposed by the Registry Binky Moon, LLC and its technical operator Identity Digital:

.ACADEMY, .ACCOUNTANTS, .AGENCY, .APARTMENTS, .ASSOCIATES, .BARGAINS, .BIKE, .BINGO, .BOUTIQUE, .BUILDERS, .BUSINESS, .CAB, .CAFE, .CAMERA, .CAMP, .CAPITAL, .CARDS, .CARE, .CAREERS, .CASH, .CASINO, .CATERING, .CENTER, .CHAT, .CHEAP, .CHURCH, .CITY, .CLAIMS, .CLEANING, .CLINIC, .CLOTHING, .COACH, .CODES, .COFFEE, .COMMUNITY, .COMPANY, .COMPUTER, .CONDOS, .CONSTRUCTION, .CONTRACTORS, .COOL, .COUPONS, .CREDIT, .CREDITCARD, .CRUISES, .DATING, .DEALS, .DELIVERY, .DENTAL, .DIAMONDS, .DIGITAL, .DIRECT, .DIRECTORY, .DISCOUNT, .DOCTOR, .DOG, .DOMAINS, .EDUCATION, .EMAIL, .ENERGY, .ENGINEERING, .ENTERPRISES, .EQUIPMENT, .ESTATE, .EVENTS, .EXCHANGE, .EXPERT, .EXPOSED, .EXPRESS, .FAIL, .FARM, .FINANCE, .FINANCIAL, .FISH, .FITNESS, .FLIGHTS, .FLORIST, .FOOTBALL, .FUND, .FYI, .GALLERY, .GIFTS, .GLASS, .GMBH, .GOLD, .GOLF, .GRAPHICS, .GRATIS, .GRIPE, .GROUP, .GUIDE, .GURU, .HEALTHCARE, .HOCKEY, .HOLDINGS, .HOLIDAY, .HOSPITAL, .HOUSE, .IMMO, .INDUSTRIES, .INSTITUTE, .INSURE, .INTERNATIONAL, .INVESTMENTS, .IRISH, .JETZT, .JEWELRY, .KITCHEN, .LAND, .LEASE, .LEGAL, .LIFE, .LIGHTING, .LIMITED, .LIMO, .LOANS, .LTD, .MAISON, .MANAGEMENT, .MARKETING, .MBA, .MEDIA, .MONEY, .MOVIE, .NETWORK, .PARTNERS, .PARTS, .PHOTOGRAPHY, .PHOTOS, .PICTURES, .PIZZA, .PLACE, .PLUMBING, .PLUS, .PRODUCTIONS, .PROPERTIES, .RECIPES, .REISE, .REISEN, .RENTALS, .REPAIR, .REPORT, .RESTAURANT, .RUN, .SALON, .SARL, .SCHOOL, .SCHULE, .SERVICES, .SHOES, .SHOPPING, .SHOW, .SINGLES, .SOCCER, .SOLAR, .SOLUTIONS, .STYLE, .SUPPLIES, .SUPPLY, .SUPPORT, .SURGERY, .SYSTEMS, .TAX, .TAXI, .TEAM, .TECHNOLOGY, .TENNIS, .THEATER, .TIENDA, .TIPS, .TIRES, .TODAY, .TOOLS, .TOURS, .TOWN, .TOYS, .TRAINING, .UNIVERSITY, .VACATIONS, .VENTURES, .VIAJES, .VILLAS, .VIN, .VISION, .VOYAGE, .WATCH, .WINE, .WORKS, .WORLD, .WTF, .ZONE, .企业 (.xn--vhquv) – meaning enterprises in Chinese, .商店 (.xn--czrs0t) meaning shop/store in Chinese, .娱乐 (.xn--fq720a) meaning entertainment in Chinese, .游戏 (.xn--unup4y) meaning games in Chinese.

In addition to Gandi's [Domain name registration contract](#) for domain name registration, the registration and use of an Identity Digital's 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 [Domain name registration contract](#). Specifically, “You” refers to the owner of the domain name, and “We” designates Gandi.

### **Section BINKYMOON.1. Trustee authority and Registry**

TLDs mentioned in the preamble are all generic Top-Level-Domain (gTLD). The actors for Identity Digital TLD are:

- Trustee Authority:  
**ICANN:** <http://www.icann.org>
- Registry:  
**Binky Moon, LLC**
- Registry technical operator:  
**Identity Digital:** <https://www.identity.digital/>
- Registrar:  
**Gandi:** <http://gandi.net>

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

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

When You apply to register a Identity Digital's 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 Identity Digital's domain names, as defined by ICANN and Identity Digital and which may be viewed at the following pages:

- Identity Digital policies:  
<https://www.identity.digital/policies>
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the Registry and Identity Digital. 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 Registry and its affiliates including Identity Digital, and their respective managers, directors, employees, contractors, and agents including TMCH and the Auction Provider are not a party to this contract. However the Registry and Identity Digital are third-parties beneficiary of the present contract.

The contracts between ICANN and the Registry, for each TLD are available at the following address:

<https://www.icann.org/resources/pages/registries/registries-agreements-en>  
(by seeking the relevant TLD)

### **Section BINKYMOON.3. Special requirements**

Our special requirements, for each TLD, are available at:  
<https://www.gandi.net/en/contracts/tlds>

TLDs listed in the present Contract are open to anyone.

Specific requirements for .GMBH domain names:

This TLD is open to registrants who are able to demonstrate designation, or pending designation, as a GmbH (Gesellschaft mit beschränkter Haftung) limited liability entity whose existence can be validated with the respective public authorities in Austria, Germany, Liechtenstein or Switzerland.

Specific requirements for .REISE domain names:

Such TLD should be used for purposes dedicated to travel topics within six months following initial Registration, (for instance utilized on the Internet or otherwise used to perform a function). Registrations in .REISE should contain one administrative contact that is a natural person who, as an agent for the Registrant, has the right to make binding decision on all matters concerning the applied for Domain Name.

### **Section BINKYMOON.4. Reserved names**

Some words are reserved or prohibited, in particular:

<https://www.icann.org/resources/pages/registries/registries-agreements-en>  
(by seeking the relevant TLD, *specification 5. schedule of reserved names*)

### **Section BINKYMOON.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 BINKYMOON.6. Pricing**

Our prices can be viewed at: <https://www.gandi.net/en/tlds> (by seeking the relevant TLD)

“Premium” domain names are subject to specific prices as indicated on Our interface during Your order.

### **Section BINKYMOON.7. Personal data**

You consent to the collect, use, copying, distribution, publication, in particular in the Registry public [Whois](#) 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 the privacy policy established by Identity Digital which may be viewed at the following page: <https://www.identity.digital/policies>

Both the Registry and Identity Digital reserve the right to review the data indicated in the Whois database in order to verify the contact information associated to a domain name.

### **Section BINKYMOON.8. Dispute resolution policy**

You agree to participate in and fully abide by any decision made as part of the dispute resolution procedures adopted by both the Registry and Identity Digital, including without limitation the Acceptable Use Policy (AUP), the Uniform Rapid Suspension (URS) and the Uniform Domain name Resolution Policy (UDRP) procedures.

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>

In addition, if the Registry submitted a «PICs» (Public Interest Commitments) for the extension of Your domain name, You agree to fully abide by any decision made as part of a PICDRP : <http://newgtlds.icann.org/en/applicants/agb/base-agreement-specs-pic-faqs>

In accordance with the AUP enacted by Identity Digital, if You are repeatedly engaged in abusive registrations or practices, the Registry and/or Identity Digital may, at their sole and entire discretion, delete all Your current and future registrations and refuse any new registration under all extensions managed by Identity Digital, as well as the ones of parties that have been acting in concert with You.

You also agree that disputes arising from the terms and conditions enacted by the Registry and Identity Digital, or related to the allocation of a domain name, will be submitted to a binding arbitration.

### **Section BINKYMOON.9. Transfer (change of Registrar)**

The transfer-in process is started on Our Interface. Before requesting the transfer of the domain, please be sure that 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 BINKYMOON.10. Ownership change**

The ownership change process is available on Our Interface, and it requires the confirmation of the two parties by e-mail.

The owner change of a domain name does not change the domain's expiration date.

### **Section BINKYMOON.11. 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 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 by as communicated by Our customer service department.

If the domain is neither renewed nor restored within these deadlines, the Registry places the domain name 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 BINKYMOON.12. Registrant representations and guarantees**

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, Identity Digital, and ICANN,
- You have to accept and abide by the rules and policies enacted by the Registry and Identity Digital.

Specific obligations for “regulated” TLDs:

.ACCOUNTANTS, .ARCHI, .ASSOCIATED, .CAPITAL, .CARE, .CASH, .CITY, .CLAIMS, .CLINIC, .CREDIT, .DENTAL, .DIGITAL, .DISCOUNT, .ENGINEERING, .EXCHANGE, .FINANCE, .FINANCIAL, .FITNESS, .FUND, .GRATIS, .HEALTHCARE, .INSURE, .INVESTMENTS, .LEASE, .LEGAL, .LIMITED, .LOANS, .MBA, .MEDIA, .MONEY, .MOVIE, .PICTURES, .REISEN, .SCHOOL, .SCHULE, .SHOW, .TAXI, .THEATER, .TOURS, .TOWN, .TOYS.

You must comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data and financial disclosures. If You collect and maintain sensitive health and financial data You must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

Specific obligations for « highly regulated » TLDs :

.BINGO, .CASINO, .CHARITY, .CORP, .CPA, .CREDITCARD, .DOCTOR, .FAIL, .GMBH, .GRIPE, .HOSPITAL, .LTD, .SARL, .SURGERY, .UNIVERSITY, .WTF.

You must comply with the previously exposed specific conditions. Moreover, If You provide services related the above mentioned TLDs, the Registry may need, especially in the event of a complaint, to verify that You have the necessary permissions to practice the profession or be authorized to have an activity in these fields

related to the TLD at stake. In such case, You will have to provide, upon request, Your license or authorization number as well as the contact information of the authority in charge in order to let the Registry verify Your information.

If You register a domain name with only two characters representing a Country Code (ISO 3166-1 Alpha 2 Standard), You must take all necessary steps to ensure that You are not falsely represented as being affiliated, sponsored or supported, personally or in Your professional activity, by a government or country code manager, if such affiliation, sponsor or support does not exist.

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 commit Yourself (within 30 days of demand) to indemnify and hold harmless the Registry, Identity Digital, Identity Digital's service providers and Gandi, their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses (including on appeal) arising out of or relating in any way to Your domain name, including, without limitation, the choice, registration, renewal, deletion, transfer or use of Your domain name and/or the violation of any applicable terms and conditions governing the registration of a domain name. You shall not enter into any settlement or compromise of any such claim without Gandi's prior written consent that shall not be unreasonably withheld. 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 BINKYMOON.13. Exclusion of liability and actions of the Registry and Binky Moon**

You expressly acknowledge and accept that the Registry and Identity Digital 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 enforce the rules and policies established by the Registry, Identity Digital, 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, Identity Digital and ICANN,
- for violation of the present contract or the rules established by the Registry, Identity Digital 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, Identity Digital and ICANN may retain to oversee the arbitration and mediation of disputes,
- to establish, assert, or defend the legal rights of the Registry, Identity Digital or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, Identity Digital, their affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the Registry, Identity Digital 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 and Donuts.

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

It is not the obligation of the Registry and Identity Digital 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 and Donuts 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 or Identity Digital such as, but not limited to, any fees payable or paid within the context of a dispute initiated against any decision of the Registry and/or Identity Digital.

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