

ANNEX .AMSTERDAM - SPECIAL CONDITIONS FOR THE .AMSTERDAM TLD

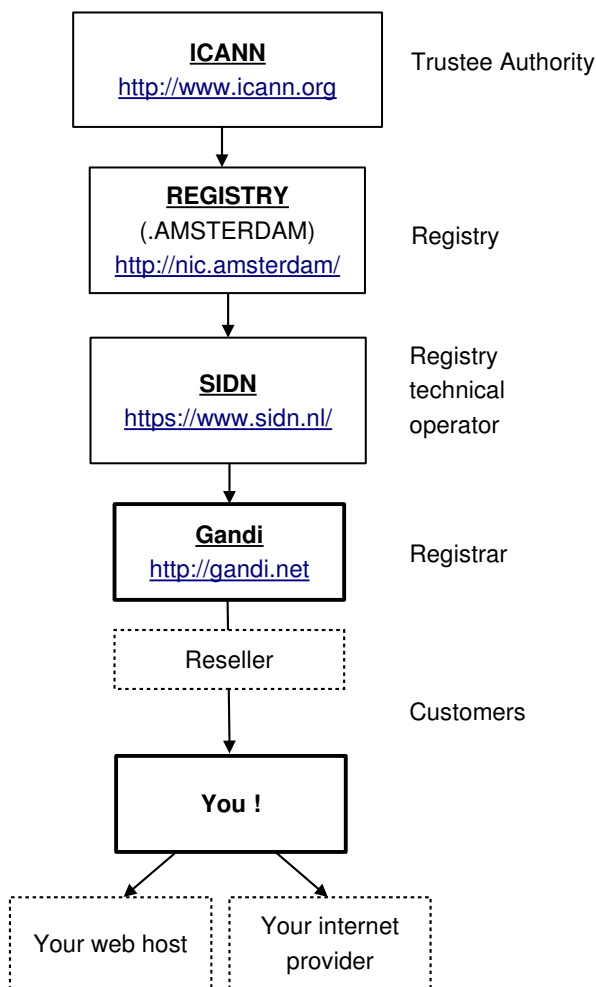
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In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .AMSTERDAM domain name implies the acceptance of and compliance to the present special conditions contained herein.

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 .AMSTERDAM.1. Trustee authority and Registry

.AMSTERDAM is a generic Top-Level-Domain (gTLD) which aims to promote the city of Amsterdam. The following diagram presents the various parties involved for the .AMSTERDAM TLD:



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

Section .AMSTERDAM.2. Registration terms and conditions

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

- Launch Policy: <http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEdNeHgXRUFEMDBQZDAwMDAwMEdOZUR0RUFM>
- General Terms and Conditions: <http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEdOZUUzRUFM>
- Acceptable use policy: <http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEdOZUVjRUFM>
- WHOIS and Data Protection Policy: <http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEdOZUVjRUFM>
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .AMSTERDAM 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 .AMSTERDAM Registry is available at the following address:

www.icann.org/en/about/agreements/registries/amsterdam

Section .AMSTERDAM.3. Launch rules

The .AMSTERDAM domain name launch will occur in 3 phases: Sunrise, Landrush and general opening.

The Sunrise phase will run from the 28th of April, 2015 to 28th of May, 2015. The Local Government Limited Registration Period will run from the 29th of May to the 31st of May, 2015. The Landrush will run from the 1st of June, 2015 to the 14th of August, 2015. General opening is scheduled for the 1st of September, 2015. These dates are not definitive and are subject to change by the Registry.

Preregistrations during the Sunrise, the Landrush 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 .AMSTERDAM.4. Special requirements

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

.AMSTERDAM domain names are open to anyone that meets the eligibility criteria set up by the Registry.

Section .AMSTERDAM.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 reviewed on a “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:

<http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEdOZGRkRUFE>

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, “SMD” file invalid or revoked ...) or if the domain name is not granted to You (if a third party has successfully challenged the domain name registration ...).

Section .AMSTERDAM.6. Local Government Limited Registration period

6.1 Eligibility rules

This phase is designed to allow the local government to register their own names and the names of the places (e.g streets and boroughs) in their municipality. These names are determined in the City administration and allocated by the Registry. Their registration can not be performed online through Our website. Please contact the support team to finalize the operation once You will have the Registry approval.

6.2 Allocation rules

Local Government Limited Registration period applications are not reviewed on a “first-come first-served” basis, they will be registered solely after the Registry approval.

6.3. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, ...) or if the domain name is not granted to You (if a third party has successfully challenged the domain name registration ...).

Section .AMSTERDAM.7. Landrush

7.1 Eligibility rules

This phase is designed to give priority to Amsterdam based businesses, organizations and individuals. The Landrush period is open to all but there are certain requirements for prioritization of applications as laid out below.

7.2 Allocation rules

Landrush applications are not reviewed on a “first-come first-served” basis, they will be prioritize with the following ranking if they are more than one eligible applicant:

1. Applications from Public Authorities with a physical address in Amsterdam for names to which they demonstrate a prior right.
2. Applications from Public authorities with no physical address in Amsterdam for Domain Names to which they demonstrate prior right.
3. Applications from entities (companies and organizations) with a physical address in Amsterdam for domain names to which they demonstrate to be holding a prior right, including and limited to: trademarks registered with the Benelux Office for Intellectual Property or the Office for Harmonization in the Internal Market, business name and/or trading names (including clear variations and/or abbreviations thereof).
4. Applications from entities (companies and organizations) with no physical address in Amsterdam for name to which they demonstrate a prior right : registered trademarks with the Benelux Office for Intellectual Property or the Office for Harmonization in the Internal Market, business name and/or trading names (including clear variations and/or abbreviations thereof).
5. Applications from associations in the City of Amsterdam, like associations of shopkeepers within a named geographical area (street, square, quarter and the like) of the City, claiming the name of the geographical area as a domain name.
6. Applications from individuals with a physical address in Amsterdam for names to which they demonstrate a prior right : individual name.
7. applications from both entities (companies and organizations) and individuals with a physical address in Amsterdam but no demonstrable prior right to domain name.
8. applications from both entities (companies and organizations) and individuals with no physical address in Amsterdam but no demonstrable prior right to a domain name.

The Registry will contract with a third party, a Validation Agent, to undertake validation for applications for names where there is more than one application with the same priority ranking. Auctions will be used to determine who among the eligible applicants within the same rank will be allocated the domain name in question.

7.3. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, ...) or if the domain name is not granted to You.

Section .AMSTERDAM.8. “Trademark Claim Notice” period

In accordance with ICANN rules, during the Landrush period and at least 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 .AMSTERDAM.9. Reserved names and premium domain names

Some words are reserved or prohibited:

<http://www.icann.org/en/about/agreements/registries/amsterdam> (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 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 notify 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.

Section .AMSTERDAM.10. Registration term

The registration term is 1 year for requests made during the Sunrise and Landrush periods, 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 .AMSTERDAM.11. Pricing

Our prices may be viewed at:

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

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

Section .AMSTERDAM.12. 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.

You acknowledge and accept that the Registry may make use of Your personal data, which use includes the processing, copying, publishing, modifying and making available through the Whois service, of any such data, and authorize its subcontractors and agents to do the same, in accordance and compliance with relevant applicable data protection and privacy legislation, all this for the sole purposes of allowing the Registrar to render the domain name registration services hereunder in accordance with ICANN policies.

Section .AMSTERDAM.13. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .AMSTERDAM 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 .AMSTERDAM.14. 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 .AMSTERDAM.15. 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 .AMSTERDAM.16. 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 .AMSTERDAM.17. 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:

- You must submit accurate and up-to-date information as referred in the TLD Policies
- You must update and correct any information held with the Registry during the registration term of a domain name registration; more in particular, You must maintain throughout the registration term of a domain name registration a working e-mail address with the Registry and with the Registrar
- You represent and warrant that the domain name applied for or domain name registration made has been made and will continue to be in good faith, for a lawful purpose and that such domain name does not infringe the rights of any third party

- You shall participate in good faith in any proceedings described in the applicable TLD policies, and more in particular the launch policies, commenced by or against You or third party who has submitted an application in the context of such launch program
- Is not using the domain name for defamatory purposes, contrary to public order or morality or unlawful under applicable laws and regulations

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 acknowledge that as part of a domain name application made during Sunrise, LRP, or Landrush, the Registry may request certain information about You, including without limitation, name, contact information and, as the case may be, proof of the prior right invoked by You.

You commit Yourself to indemnify and hold harmless the Registry, its 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. 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.

You shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the domain name registration request or the domain name registered by the registrant infringes the right of a third party, or is deemed contrary to morality, public order or unlawful under applicable laws.

Section .AMSTERDAM.18. 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:

- if and when the Registry does not hold complete and accurate information as described in the TLD Policies, or is not in compliance with any other provision of such TLD Policies or;
- to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the TLD or;
- in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes; and/ or other applicable laws, regulations, policies or decrees
- to avoid any liability on behalf of the Registry, including their respective affiliates, directors, officers, employees, subcontractors and/or agents
- following the outcome of a Sunrise Reconsideration Proceeding (as defined in the TLD Policies)

- end of annex .AMSTERDAM-