

ANNEX .BANK - SPECIAL CONDITIONS FOR THE .BANK TLD

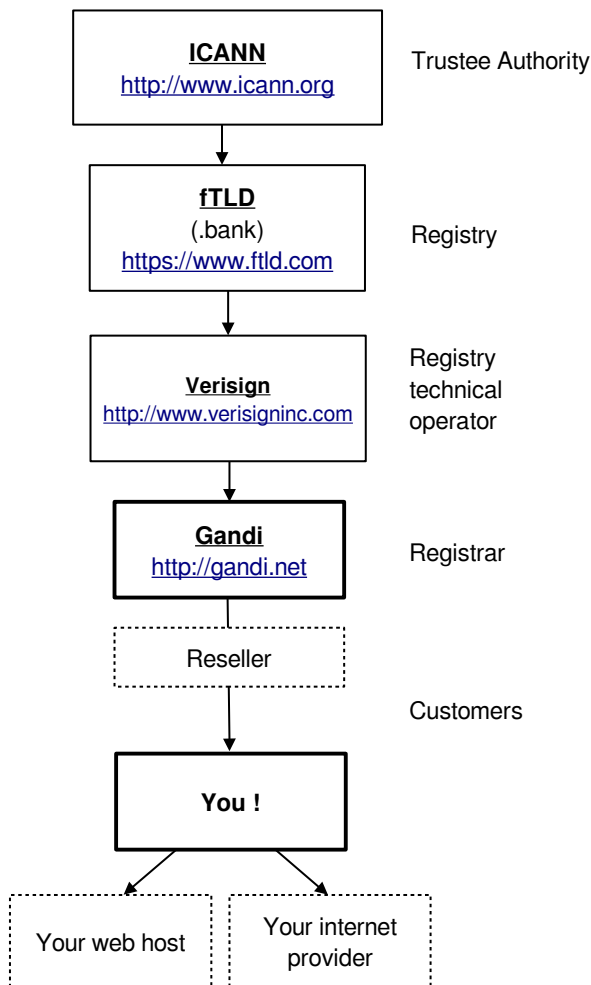
version 1.1 – September 25th, 2017

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

.BANK is a generic Top-Level-Domain (gTLD) which aim is to secure gTLD's to the banking community. The following diagram presents the various parties involved for the .BANK TLD:



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

Section .BANK.2. Registration terms and conditions

When You apply to register a .BANK 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 .BANK domain names, as defined by fTLD, as may be instituted or updated from time-to-time by the Registry, and as defined by ICANN, as available at the following pages:

Registry policies:

<https://www.register.bank/policies> including but not limited to:

- Acceptable Use / Anti-Abuse Policy
- Name Allocation Policy
- Name Selection Policy
- Privacy Policy
- Registrant Eligibility Policy
- Registrant Eligibility Dispute Resolution Policy
- Reserved Names Challenge Policy
- Sunrise Dispute Resolution Policy
- Whois Access Policy
- Security requirements

ICANN consensus policies:

<http://www.icann.org/en/general/consensus-policies.htm>

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

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

In the framework of its Gandi Corporate Service, Gandi allows You to register .BANK domain names.

Registration and management of the .BANK domain names are done manually by Gandi and they are therefore subject to processing times which may vary from a few hours/days to several weeks. Gandi allows You to place Your orders directly on Our website and to manage Your domain names under this extension in Your Gandi interface, however, Your request(s), and/or changes are not automatically transmitted to the Registry and will not take effect until the Registry has received and validated them.

Section .BANK.3. Registration procedure with Gandi

Registering a .BANK domain name is done directly on Gandi interface and then manually by Gandi at the Registry on Your behalf. Consequently, the registration of Your domain name will not be immediately effective when You place an order on Our website. Gandi will forward Your application for registration to the Registry within two (2) working days after confirmation of Your order on Our website.

In addition the registration of .BANK domain names is subject to the provision of additional information and to manual verification and validation by the Registry.

Section .BANK.4. Special requirements

.BANK special requirements are available at:

<http://www.gandi.net/domain/bank/info>

Eligibility conditions

.BANK is restricted to banks; saving associations; associations, service providers and government regulators within bank sector, as set forth in the Registrant Eligibility Policy:

<https://www.register.bank/policies>

It stems from the above that .BANK is restricted to :

1. State, regional and provincial banks that are chartered and supervised by a government regulatory authority;
2. Savings associations that are chartered and supervised by a government regulatory authority;
3. National banks that are chartered and supervised by a government regulatory authority;
4. Associations whose members are primarily comprised of entities identified above in 1, 2 and 3;
5. Groups of associations whose members are primarily comprised of associations identified above in 4;
6. Service providers that are principally owned by or predominantly supporting regulated entities identified above in 1, 2 and 3. (if approved by the Registry Operator Board); and
7. Government regulators of chartered and supervised banks or savings associations or organizations whose members are primarily comprised of such government regulators (if approved by the Registry Operator Board).

As part of the registration process, You will be required to provide additional information to Registry, or its designated third-party service provider, to verify Your eligibility to register a .BANK domain name. This information may include, but is not limited to, the following:

- Full legal name
- Business name
- Business address, phone and email
- Another proof of identity necessary to establish that the applicant is an eligible member of the .BANK community (e.g., business license, certificate of formation, articles of incorporation, corporate operating agreement, charter documents, attorney opinion letter, mission statement for non-profit organization)
- For banks and savings associations, the assigned regulatory ID and government regulatory authority issuing its charter or license.

Applicants who meet the eligibility requirements and have been authenticated will then be permitted to register the requested .BANK domain name.

Domain names that pass the vetting process will enter a pending create status before becoming allocated. Applicants whose domain name fails the vetting process will be notified with reasons for denial and procedures for appeal.

You acknowledge that Registry will audit all approved registrants and their domains to ensure compliance with all applicable eligibility and use requirements. The Registry will perform mandatory re-verification of registration data every two years or at domain renewal, whichever comes first, to ensure ongoing eligibility for domain names.

Name Selection

Domains must correspond to a trademark, trade name or other service mark of the registrant. Registry will not accept the registration of generic domain name.

Security requirements

You acknowledge to have fully understand and to comply to the security requirements of the Registry which are laid down on the following link: <https://www.register.bank/enhanced-security>

- Email authentication to ensure brand protection by mitigating spoofing, phishing and other malicious email borne activities.
- Multi-factor authentication (in particular for Your Gandi account) to ensure that any change to registration data is made only by authorized users of the registered entity.
- .BANK domain names must use .BANK DNS Name Servers to ensure compliance with technical requirements.
- Domain Name System Security Extensions (DNSSEC) to ensure that Internet users are landing on legitimate websites and not being misdirected to malicious ones.
- Strong Encryption (i.e.: TLS) to ensure confidentiality and integrity of communications and transactions over the Internet.

You can check aspects of Your compliance with Registry's security requirements at the following link:

<https://www.register.bank/domaincheck>

Acceptable Use Policy

Registry has an Acceptable Use Policy:

<https://www.register.bank/policies> (Acceptable Use / Anti-Abuse Policy).

All domains must be used to serve the needs of the global banking community. By registering a .BANK domain name, You agree to be bound by the terms of this policy. In using Your domain, You may not:

- a) Use Your domain for any purposes prohibited by the laws of the jurisdiction(s) in which You do business or any other applicable law. For banking company specifically, use Your domain name for any purposes prohibited by the bank's charter or license is strictly prohibited.
- b) Use Your domain for any purposes or in any manner that violates a statute, rule or law governing use of the Internet and/or electronic commerce (specifically including "phishing," "pharming," and/or distributing Internet viruses and other destructive activities).
- c) Use Your domain for the following types of activity:
 - Violating the privacy or publicity rights of another member of the bank community or any other person or entity, or breaching any duty of confidentiality that You owe to another member of the bank community or any other person or entity;
 - Promoting or engaging in hate speech, hate crime, terrorism, violence against people, animals, or property, or intolerance of or against any protected class;
 - Promoting or engaging in defamatory, harassing, abusive or otherwise objectionable behavior;
 - Promoting or engaging in pornography;
 - Promoting or engaging in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
 - Promoting or engaging in any money laundering or terrorist financing activity;
 - Infringing on the intellectual property rights of another member of the bank community or any other person or entity;
 - Engaging in activities designed to impersonate any third party or create a likelihood of confusion in sponsorship;
 - Interfering with the operation of the .BANK or services offered by Registry;
 - Distributing or installing any viruses, worms, bugs, Trojan horses

or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware;

- Disseminating content that contains false or deceptive language, or unsubstantiated or comparative claims, regarding the Registry;
- Licensing Your domain to any third party during the period of Your registration; or
- Engaging in behavior that is anti-competitive boycotts or otherwise violates anti-trust laws.

In any case, You are responsible for the usage of Your domain at all times during the period of Your registration.

Section .BANK.5. “Trademark Claim Notice” period

In accordance with ICANN rules, a “Trademark Claim Notice” period runs until June 22nd, 2018.

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.

Section .BANK.6. Reserved names

Some words are reserved or prohibited, in particular: <http://www.icann.org/en/about/agreements/registries/bank> (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.

Section .BANK.7. 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 .BANK.8. Pricing

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

“Premium” domain names are subject to specific prices that will be communicated by Our customer service department upon request (pricing is communicated by the Registry upon request).

You acknowledge to have read and understood that non-standard domains (premium) have non-uniform registration and renewal pricing such that the fee for a non-standard domain name may differ from the fee for a standard domain name in .BANK.

You acknowledge and accept that verification fees (include into the price You pay to Gandi) will not be refunded in the event the Registry rejects Your registration request (ie: You do not pass the verification of eligibility).

Section .BANK.9. 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 give Your consent to the Registry for the collection, use and publication in the [Whois](#) database of Your personal data.

You acknowledge that the use of privacy or proxy services are prohibited for the registration and use of .BANK domain names.

Section .BANK.10. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .BANK 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>

The Registry has also adopted the ERDRP (Registration Eligibility Dispute Resolution Policy) applicable to disputes relative to the eligibility conditions, as available at: <https://www.register.bank/policies>

Section .BANK.11. Administrative and technical management

Management (modification of personal data, contacts and DNS, renewal, transfer ..) of Your .BANK domain name is also done manually. Your changes and/or operations performed on Our interface are not processed automatically nor are they immediately effective, Gandi forwards these on Your behalf to the Registry within two (2) business days. Then the time needed to validate and process Your request by the Registry after the transmission of Your request and/or change by Gandi to the Registry can vary.

11.1 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.

11.2. 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.

11.3. Deletion process

To avoid deactivation, renewal of Your .BANK domain name(s) must be paid for and completed no later than fifteen (15) days before the expiration date. Given that the renewal (or restore) is carried out manually at the Registry, We advise You to initiate Your renewal (or restore) application long before the deadline in order to take into account potential delays in processing Your application and payment method. You will be notified by email 60 days, 30 days, 15 days and 1 day before the expiration date.

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 .BANK.12. Gandi Disclaimer

You acknowledge that We may not be held liable, notably, in the following cases:

- unavailability of the domain name upon the submission of the application for registration by Gandi to the Registry,
- inability or refusal by the Registry to grant a domain name which You have placed an order on Our website or by other instructions,
- delays before the actual registration or transfer, and/or the application of changes requested directly on Our website or via other instructions,
- refusal by the Registry of any requested operation or if the charge is no longer technically possible when Gandi requests it on Your behalf at the Registry,
- failure of an operation for reasons beyond Gandi's control and despite Our best efforts,
- for DNS changes, delays before change is applied and service interruption after the modification is submitted, given that these changes are processed manually.

Section .BANK.13. 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 also acknowledge that You must comply :

- with Registry's operational requirements, including those set forth

on Registry's website at: <https://www.ftld.com/resources>, <http://www.ftld.com/faq-registrar> and <https://www.ftld.com/faq-dotbank>,

- with all applicable policies posted on Registry's website at: <https://www.ftld.com/policies>,
- with all applicable national, state or local law, regulation or court order.

You must comply with all Public Interest Commitments (as set forth in Specification 11 to the Registry agreement as amended from time to time) and community registration policies (as set forth in Specification 12 to the Registry Agreement, as amended from time to time).

You represent that You possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the .BANK sector. It stems from the above that You must report any material changes to the validity of the registrants' authorizations, charters, licenses and/or other related credentials for participation in the .BANK sector in order to ensure You continue to conform to appropriate regulations and licensing requirements and generally conduct Your activities in the interests of the consumers You serve.

You also commit Yourself to 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.

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 to indemnify, defend and hold harmless the Registry, Registry service providers, Registry verification agent, and other contractually obligated vendors, and in each case, their affiliates, partners, subcontractors, subsidiaries, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors, and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action, or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with 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 .BANK.14. Exclusion of liability and actions of the Registry

You expressly acknowledge and agree that the Registry reserves the right to deny, cancel or transfer any registered domain name or transaction, or place any registered name on Registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion, in particular, but not limited to :

- to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g RFCs),
- to correct mistakes made by Registry, Registry Service Provider,

Registry Verification Agent, Registrar and/or any other contractually obligated vendors in connection with a domain name registration, or

- for the non-payment of fees to 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.

In the event of any dispute concerning the time of the entry of a domain name into the Registry system, You agree that the timestamp shown in the Registry system shall control.

- end of annex .BANK-