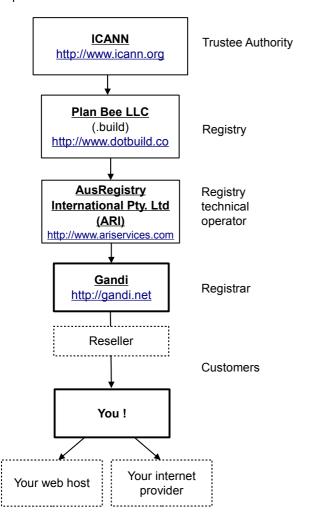# ANNEX .BUILD - SPECIAL CONDITIONS FOR THE .BUILD TLD

version 1.0 – April the 28th, 2014

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .BUILD 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 .BUILD.1. Trustee authority and Registry

.BUILD is a generic Top-Level-Domain (gTLD) for construction and building industries. The following diagram presents the various parties involved for the .BUILD TLD:

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

Section .BUILD.2. Registration terms and conditions

When You apply to register a .BUILD 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 .BUILD domain names, as defined by ICANN and Plan Bee LLC, and which may be viewed at the following pages:

• Acceptable Use and Takedown Policy:
http://www.dotbuild.co/docs/Acceptable_Use_and_Takedown_P

olicy_build.pdf
• Data Protection and Privacy Policy:
http://www.dotbuild.co/docs/Data_Protection_and_Privacy_Policy_build.pdf
• WHOIS Policy:
http://www.dotbuild.co/docs/WHOIS_Policy_build.pdf
• ICANN consensus policies:
http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .BUILD 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 .BUILD Registry is available at the following address:
www.icann.org/en/about/agreements/registries/build

Notwithstanding anything in this agreement to the contrary, Plan Bee LLC, the Registry of the .BUILD, is and shall be an intended third party beneficiary of this agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of Plan Bee LLC have vested and that Plan Bee LLC has relied on its third party beneficiary rights under this agreement in agreeing to Gandi being a Registrar for the .BUILD. Additionally, the third party beneficiary rights of Plan Bee LLC shall survive any termination of this agreement.

Section .BUILD.3. Launch rules

The general opening of .BUILD domain names will occur March 29th 2014.

Preregistrations during for general opening phases are available at Gandi: domain names can be ordered at that time, but will not yet be registered.

Section .BUILD.4. Special requirements

.BUILD special requirements are available at:
http://www.gandi.net/domain/build/info

.BUILD domain names are open to anyone.

Section .BUILD.5. "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 general opening, 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 general opening 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 general opening.

It is Your sole and entire responsibility to confirm, if You want, all the notices received before the general opening and the sending of Your request to the Registry.

Section .BUILD.6. Reserved names and premium domain names

Some words are reserved or prohibited:

- Reserved and Restricted Names Policy:
  http://www.dotbuild.co/docs/Reserved_and_Restricted_Names_Policy_build.pdf
- Agreement between ICANN and the Registry:
  http://www.icann.org/en/about/agreements/registries/build
  (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.

Section .BUILD.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 .BUILD.8. Pricing

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

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

Section .BUILD.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 consent to the use, copying, distribution, publication in particular it in the public Whois database, modification and other

processing of Your personal data by the Registry and its designees and agents in a manner consistent with ICANN policies, the laws of data protection and privacy, and the Registry data protection and privacy policy:
http://www.dotbuild.co/docs/Data_Protection_and_Privacy_Policy_build.pdf

Section .BUILD.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 .BUILD 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

In addition, You agree to submit to proceedings commenced under other dispute policies as set forth by the Registry from time to time in the Registry policies, including but not limited to processes for suspension of a domain name by intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the Registry.

Section .BUILD.11. 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 .BUILD.12. 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 .BUILD.13. 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 .BUILD.14. 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.

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, its subcontractors, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to in any way to Your 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.

Section .BUILD.15. 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 comply with any applicable ICANN rules and regulations, including without limitation the agreement between ICANN and the Registry,
• per the terms of the present contrat,
• 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 protect the integrity and stability of the domain names system,
• to avoid any liability, civil or criminal, on the part of Registry its affiliates, subsidiaries, officers, directors and employees,
• to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name.

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

- end of annex .BUILD -