ANNEX .DAD - SPECIAL CONDITIONS FOR THE .DAD TLD

version 1.0 – March 20th, 2023

In addition to Gandi's Domain name registration contract, the registration and use of a .DAD domain name implies the acceptance of and compliance to the present special conditions contained herein.

All 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 .DAD.1. Naming organization

.DAD is a generic Top-Level-Domain (gTLD) that is meant for fathers. The following diagram presents the various parties involved for the .DAD TLD:

- Trustee Authority
  ICANN: http://www.icann.org
- Registry
  Charleston Road Registry Inc.: https://www.registry.google
- Registrar
  Gandi: http://gandi.net

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

Section .DAD.2. Registration policies

When You apply to register a .DAD domain name, You acknowledge that You have fully understood and You have full knowledge of, and You agree to abide by all the rules and specific conditions of .DAD domain names, as defined by ICANN and Charleston Road Registry Inc., and which may be viewed at the following pages:

- Registration policy:
  https://www.registry.google/policies/registration/dad
- Launch policy:
  https://www.registry.google/policies/startup/dad
- Privacy policy:
  https://www.registry.google/policies/privacy
- Abuse Policy:
  https://www.registry.google/policies/domain-name-abuse
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .DAD Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

The contract between ICANN and the .DAD Registry is available at the following address:
http://www.icann.org/en/about/agreements/registries/dad

Section .DAD.3. Launch phases

The .DAD extension launch will occur in several phases:

- Sunrise from April 2nd 2023 to May 3rd 2023.
- Early Access Period (hereinafter "EAP") from May 3rd 2023 to May 10th 2023. Registrations during this period will be subject to additional costs decreasing over time.
- General opening scheduled for May 10th 2023.

These dates are not definitive and are subject to change by the Registry.

Pre-registrations are available at Gandi: domain names can be ordered at that time, but the registration requests will be sent to the Registry only at the beginning of the corresponding period.

Section .DAD.4. Special requirements

.DAD special requirements are available at:
http://www.gandi.net/domain/dad/info

.DAD domain names are open to anyone.

.DAD is a security-focused space, meaning that HTTPS is required for all websites. The entire .DAD namespace has been added to the HSTS Preload list. To work properly in browsers, You will need to obtain a SSL certificate and configure the HTTPS serving.

Section .DAD.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

Domain names are allowed under the "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:
https://www.registry.google/policies/startup/dad

5.4. Refund Conditions

You will be entitled to receive a refund if Your application is rejected, provided that the Registry proceeds to the refund.

6. Early Access period

During EAP, anyone can register a domain name at a higher price. The registration price during this period decreases over time as displayed on Our interface.

7. "Trademark Claim Notice" period

In accordance with ICANN rules, during EAP and 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 pre-registration, 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 .DAD.8. Reserved names

Some words are reserved or prohibited, in particular:
ICANN reserved names :
http://www.icann.org/en/about/agreements/registries/dad
(specification 5. schedule of reserved names)

Section .DAD.9. Registration term

The registration term is 1 year for requests made during the Sunrise and Early Access 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 .DAD.10. Pricing

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

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

For requests made in pre-registration, if the domain name You have pre-registered is a "premium" domain name that Gandi was not able

to identify during Your order, Your request will be put in "error" and You will be notified 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 not be sent to the Registry.

Section .DAD.11. 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 with the Registry privacy policy.

Section .DAD.12. Dispute resolution policy

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

You agree to be bound by the ICANN Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) available at the following page:
https://newgtlds.icann.org/en/program-status/pddrp

Section .DAD.13. 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 name'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 .DAD.14. 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 .DAD.15. 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 .DAD.16. Registrant obligations

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 agree 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.

To the extent You collect and maintains sensitive health and financial data, You have to implement reasonable and appropriate security measure 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.

To the extent permitted by applicable law, You commit Yourself to indemnify, defend and hold harmless the Registry, its parent company and subcontractors, and its 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 will survive the termination of the present contract, whatever may be the cause.

Section .DAD.17. Rights of the Registry

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

- to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the internet (ie: RFC …),
- to correct mistakes made by the Registry or any Registrar in connection with a domain name registration,
- to protect the rights and property of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees and stockholders,
- to protect integrity and stability of the Registry system and the operation of the DNS,
- to comply with all applicable law, government rules or requirements, requests of law enforcement or any applicable dispute resolution process,
- for violation of the terms and conditions set forth in the present agreement.

You agree to comply with the terms and conditions of the Registry's initial launch of the .DAD (including without limitation all of the applicable periods defined in the Registry policies) and further acknowledge that the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to any of the applicable registration periods defined in the Registry policies, including, without limitation:

- the ability or inability to obtain a domain name during the periods defined therein, and
- the results of any dispute over registrations that are an identical match to trademarks or service mark listed in TMCH.

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