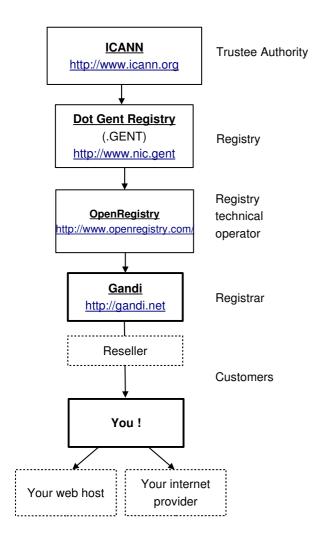**ANNEX .GENT - SPECIAL CONDITIONS FOR THE .GENT TLD**

version 1.0 – 3rd of September, 2014

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

.GENT is a generic Top-Level-Domain (gTLD) which aim is to promote the Belgian city of Ghent. The following diagram presents the various parties involved for the .GENT TLD:

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

Section .GENT.2. Registration terms and conditions

When You apply to register a .GENT 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 .GENT domain names, as defined by ICANN and Combell Group NV/SA and which may be viewed at the following pages:

• Trademark Clearinghouse Rights Protection Mechanism Requirements
http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMENzSHpPRUFW
• Launch Phases
http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMENzSHdtRUFG
• Sunrise Dispute Resolution Policies :
http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMENqd2N6RUFC
• ICANN consensus policies:
http://www.icann.org/en/general/consensus-policies.htm

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

Section .GENT.3. Launch rules

The .GENT domain name launch will occur in 4 phases: Sunrise, Limited Registration Period, Landrush and general opening.

The Sunrise phase will run from the 4th of September, 2014 to the 4th of October, 2014. The Limited Registration Period will run from the 13th of October to the 13th of November, 2014. The Landrush period will start on the 17th of November and will end on the 19th of November. General opening is scheduled for the 24th of November, 2014. These dates are not definitive and are subject to change by the Registry.

Preregistrations during both the Sunrise, the Limited Registration period, 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 .GENT.4. Special requirements

.GENT special requirements are available at:
http://www.gandi.net/domain/gent/info

.GENT domain names are open to anyone.

Section .GENT.5. Limited Registration Period

5.1 Eligibility rules

In order to file an application during this period, You must firstly register Your domain name with the **.GENT Clearinghouse**. The central Registry will validate Your application a priori and will request You to provide the necessary documents to evidence Your rights on an online platform. The validation of applications is handled by a neutral and independant third party appointed by the Registry.

The following applicants are eligible to this period:

1. Inhabitants of the City of Ghent:

The inhabitants of the City of Ghent and its surroundings (I.e all the Belgian cities of which the postal code begins with the number 9) can apply for a domain name during this period.

The Registry will request that You provide sufficient proof to evidence Your rights. The minimum required documents by the Registry are :
-either a copy or scan of Your eID to prove that You have the right to register a certain name
-or a copy or scan of a document that proves that Your place of residence is the City of Ghent or its surroundings (e.g an energy bill)

The domain names that can be registered by the applicants belonging to this category are all the possible combinations of first name(s) and last name(s), in which spaces can be replaced by a hyphen or not and word order can be changed.

2. Companies and non-profit organizations in Ghent:

During this period, applications can be made by companies and non-profit organizations operating in Ghent and its surroundings (I.e all the Belgian cities of which the postal code begins with the number 9).

The Registry will request that You provide sufficient proof to evidence Your rights. The minimum required documents by the Registry are :

-a valid company registration number that proves the address of the company's headquarters
-additional documents that prove that the company operates from the region of Ghent, if the registration number is not deemed sufficient (e.g energy bill).
-additional proof that You actually use a certain name as business

name (e.g a picture of Your facade or wrap advertising on a company vehicle) should there be a lack of clarity.

The domain names that can be registered by the applicants belonging to this category are the domain identical to company name without legal form in which spaces can be replaced by a hyphen or not.

3. Local public services of Ghent:

During this period, applications can be made by local public services of Ghent and its surroundings (i.e all the Belgian cities of which the postal code begins with the number 9).

The Registry will request that You provide sufficient proof to evidence Your rights.

The domain names that can be registered by the applicants belonging to this category are the identical domain name that matches the name for which rights could exist.

5.2 Allocation rules

Applications are reviewed on a "first-come first-served" basis.

When the validation and payment procedures for the processing of the application is successful, the applicant receives a 'token' for each desired domain name. The applicant can use this code as of the 13th of October, 2014 (which marks the beginning of the Limited Registration Period) to try to register his domain name via Gandi. You must contact our support team in order to register Your domain name once You will receive Your token : support-en@support.gandi.net

5.3. 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 (domain name granted to an other person during an auction, if a third party has successfully challenged the domain name registration …).

Section .GENT.6. Landrush

Before the General Availability, a Landrush period will run.

6.1 Eligibility rules

During this phase, it is possible to register any available .GENT domain name without prior validation of the application.
6.2 Allocation rules

Landrush applications are reviewed on a "first-come first-served" basis.

6.3. Refund Conditions

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

Section .GENT.7 "Trademark Claim Notice" period

In accordance with ICANN rules, during the Limited Registration period, the Landrush period and 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 .GENT.8. Reserved names and premium domain names

Some words are reserved or prohibited:
http://www.icann.org/en/about/agreements/registries/gent
(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 .GENT.9. Registration term

The registration term is 1 year for requests made during the Sunrise period, the Limited Registration Period and the Landrush, 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 .GENT.10. Pricing

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

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

Section .GENT.11. 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, and for the sole purposes of allowing Gandi to render the domain name registration service.

Section .GENT.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 .GENT 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 .GENT.13. 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 .GENT.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 domain's expiration date.

Section .GENT.15. 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 .GENT.16. 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:

- 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 must update or correct any information held with the Registry during the registration term of a domain name registration, moreover, You must maintain throughout the registration term of a domain name registration a working e-mail address with the Registry,
- 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 have to participate in good faith in any proceedings as established by the Registry and ICANN,
- You are not using Your domain name for defamatory purposes, contrary to public order or morality or unlawful under applicable laws and regulations
- You have to accept and abide by the rules and policies enacted by the Registry.

In addition, You acknowledge that any data, communications and information received from Gandi in the context of the rights protection mechanisms may be used by the Registry in the context of these processes, and exchanged with third parties engaged by the Registry in order to assist in and manage these processes as the Registry deems appropriate.

Any documentary evidence, communications or any other information to be submitted by Gandi to or exchanged with the Registry or any third party appointed by the latter in the context of the special rights protection mechanisms put in place by the Registry for the TLD shall be submitted electronically in accordance with the procedures mentioned below, and shall be in the English language.

With respect to any set of documentary evidence submitted, You expressly and unconditionally represent and warrant that :

(I) You are acting on Your name and on Your behalf or You are legally entitled to act in the name and on behalf of a third party and You have received to this end a valid authorization for filing documentary evidence and/or exchanging information in Your name and on Your behalf, a copy whereof shall be produced to the Registry at the latter's simple request.

(II) To Your knowledge, the documentary evidence and/or information submitted by the Registrar are true and genuine copies of the original documents, are complete, accurate, up-to-date and not fraudulent, and drawn up in accordance with this agreement.

You acknowledge and agree that any non-compliance with the

above requirement may cause an application for the registration of a domain name in relation with which the the non-compliant evidence has been submitted, to be rejected by the Registry and/or a domain name registration effectuated on the basis of such information and/or evidence to be revoked by the Registry and/or any third party acting on behalf of the Registry in this respect.

You shall keep available to Gandi and the Registry any official documents supporting an application or request for the registration of a domain name made in the context of the rights protection mechanisms put in place by the Registry for the TLD, and more in particular the claims made therein as regards intellectual property rights made by and/or on Your behalf. You shall make such documents available to the Registry upon our first and simple written request.

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 and hold harmless the Registry, including its directors, officers, employees, subcontractors and agents to the maximum extent required by law, from and against any claims, damages, liabilities, costs and expenses arising out of or relating to any application and/or request for the registration of a domain name made hereunder, the registration of a domain name and/or the use 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.

Section .GENT.17. 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 an when the Registry does not hold complete and accurate information as described in the respective 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 any other applicable laws, regulations, policies or decrees; or
- to avoid any liability on behalf of the Registry, including their respective affiliates, directors officers, employees, subcontractors and/or agents or
- following the outcome of a Sunrise Reconsideration Proceeding (as defined in the respective TLD Policies)

- end of annex .GENT -