ANNEX .HOMES - SPECIAL CONDITIONS FOR THE .HOMES TLD
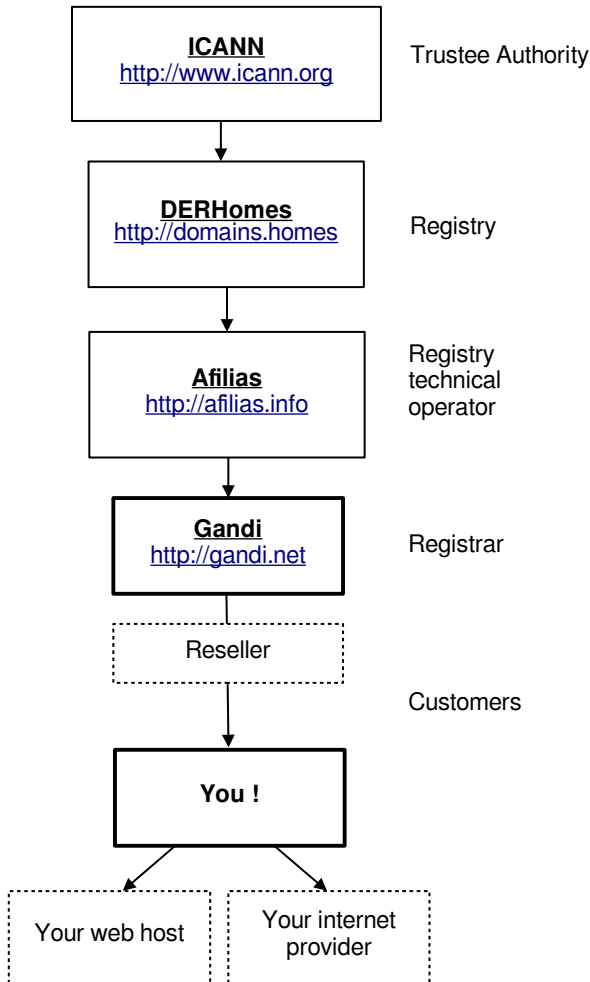
version 2.0 – January the 14th, 2019

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .HOMES 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 General Terms and Conditions of domain name registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

Section .HOMES.1. Trustee authority and Registry

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

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

Section .HOMES.2. Registration terms and conditions

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

• Registry policies:
  http://domains.homes/Policies
• ICANN Policies :
  http://www.icann.org/en/general/consensus-policies.htm

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

Section .HOMES.3. Special requirements

.HOMES special requirements are available at:
http://www.gandi.net/domain/homes/info

.HOMES domain names are open to anyone.

Section .HOMES.4. "Trademark Claim Notice" period

In accordance with ICANN rules, during 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.

Section .HOMES.5. Reserved names

Some words are prohibited or reserved, in particular:

• Domain names reserved by the Registry may be registered case-by-case directly with the Registry. Allocation or non-allocation of a reserved name may be contested with the RNDRP procedure: https://domains.homes/Policies (Reserved Names Dispute Resolution Policy)
• ICANN reserved names:
  http://www.icann.org/en/about/agreements/registries/homes (specification 5. schedule of reserved names)

Section .HOMES.6. 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 .HOMES.7. Pricing

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

"Premium" domain names are subject to specific prices as indicated in Our Interface during Your registration.

Section .HOMES.8. 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 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 purpose of providing Registry services as defined in the Registry agreement with ICANN, and in accordance with the Registry privacy policy.

Section .HOMES.9. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .HOMES 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 .HOMES.10. 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 .HOMES.11. 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 .HOMES.12. 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 .HOMES.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.

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 maximum extent permitted by applicable law, You commit Yourself to defend, indemnify and hold harmless the Registry and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to Your domain name. This indemnification obligation shall survive the termination or expiration of the present contract, whatever may be the cause.

Section .HOMES.14. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry and Gandi shall be entitled, that they deem necessary, in their sole and entire discretion, but not obligated, to reject, delete, suspend, Your domain name if :
- You fail to follow the Registration Policy or Acceptable Use Policy,
- You willfully provide inaccurate or unreliable contact information, or intentionally or negligently fail to promptly update such information,
- You fail to respond for over 10 days to inquiries by Gandi or reseller sponsoring the registration and/or by the Registry concerning the accuracy of contact information associated with Your domain name,
- You or third parties appear to be engaging in illegal activity in the use of Your domain name,
- Your domain name appears to be infringing upon or is likely to violate the rights of third parties,
- You engage in a conduct that may put the Registry or Gandi in breach of any applicable Law, ICANN policy, governing authority, public policy or third party agreement,
- Law enforcement, a court, or other relevant authority requests that the Registry does so,
- Your domain name was errantly allocated to You after a mistake by the Registry, Gandi, or any agent or representative thereof; and/or,
- In the Registry's discretion it determines that such denial, suspension or cancellation is appropriate (i) to protect the integrity, security, and stability of the Registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; or (iii) to avoid any liability, civil or criminal, on the Registry's part as well as its agents, officers, directors, representatives, employees, and stockholders.

You acknowledge that the Registry may "crawl" and/or perform scans of any website associated with Your .HOMES domain name for the purpose of seeking to detect the distribution of malware, the operation of botnets, phishing sites, piracy, fraudulent or deceptive practices, or any other use of a .HOMES domain name in any activity contrary to any Registries' policy or applicable law.

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