

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

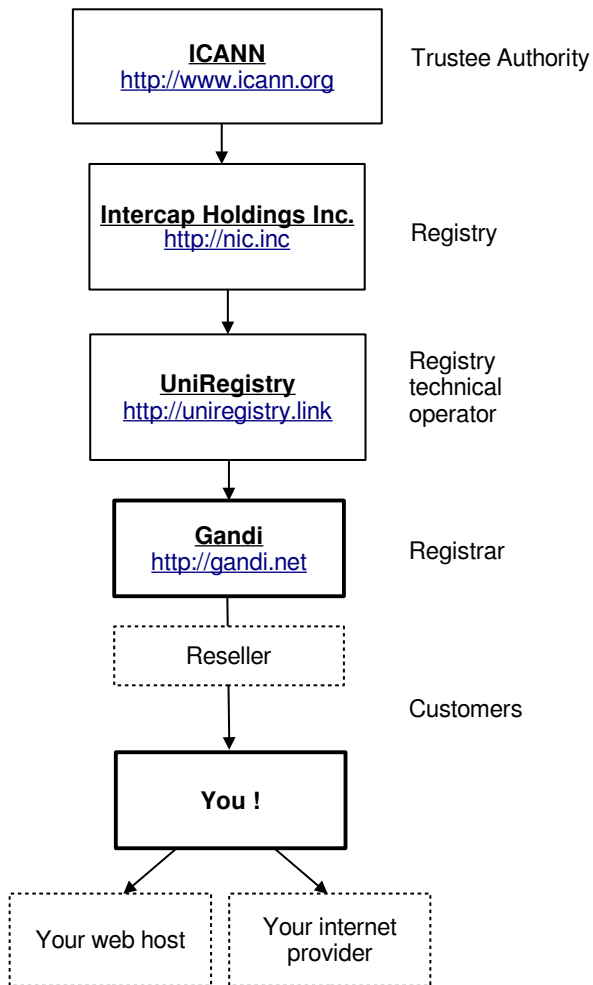
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In addition to Gandi's [General Terms and Conditions](#) of domain name registration, the registration and use of a .INC domain name implies the acceptance of and compliance to the present special conditions contained herein.

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 .INC.1. Trustee authority and Registry

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



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

### Section .INC.2. Registration terms and conditions

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

- InterCap Holdings Inc policies : [https://nicdotinc.com/wp-content/uploads/2018/09/INC\\_LaunchPolicies\\_v101.pdf](https://nicdotinc.com/wp-content/uploads/2018/09/INC_LaunchPolicies_v101.pdf)
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

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

The contract between ICANN and the .INC Registry is available at the following address: <http://www.icann.org/en/about/agreements/registries/inc>

### Section .INC.3. Launch rules

The .INC domain name launch will occur in several phases: Sunrise, Early Access Period (hereinafter "EAP") and general opening.

The Sunrise phase will run from March 27<sup>th</sup> 2019 to April 30<sup>th</sup> 2019.

EAP will run from April 30<sup>th</sup> 2019 to May 7<sup>th</sup> 2019. Domain names registrations during this period will be subject to additional costs decreasing over time.

General opening is scheduled for May 7<sup>th</sup> 2019.

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

Preregistrations 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 .INC.4. Special requirements

.INC special requirements are available at: <http://www.gandi.net/domain/inc/info>

.INC domain names are open to anyone.

### Section .INC.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**

Sunrise applications are handled on a “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://nicdotinc.com/wp-content/uploads/2018/09/INC\\_LaunchPolicies\\_v101.pdf](https://nicdotinc.com/wp-content/uploads/2018/09/INC_LaunchPolicies_v101.pdf) (8 Sunrise Dispute Resolution Policy)

## **5.4. Refund Conditions**

En cas de rejet de Votre demande d'enregistrement, Vous pourrez bénéficier d'un remboursement, à condition que le Registre procède au remboursement.

## **Section .INC.6. EAP**

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.

## **Section .INC.7. “Trademark Claim Notice” period**

In accordance with ICANN rules, during EAP period and 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.

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 .INC.8. Reserved names and premium domain names**

Some words are reserved or prohibited, in particular:

- Contract between ICANN and Registry (Specification 5. Schedule of reserved names):

<http://www.icann.org/en/about/agreements/registries/inc>

- Registry policies (1.7 Reserved names):

[https://nicdotinc.com/wp-content/uploads/2018/09/INC\\_LaunchPolicies\\_v101.pdf](https://nicdotinc.com/wp-content/uploads/2018/09/INC_LaunchPolicies_v101.pdf)

## **Section .INC.9. Registration term**

The registration term is 1 year for requests made during the Sunrise and EAP periods.

The registration term is 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 .INC.10. Pricing**

Our prices may be viewed at:

<https://www.gandi.net/domain/price/detail/inc>

## **Section .INC.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 consent to the collection, use, copying, distribution, publication, in particular in the Registry public [Whois](#) database if applicable, modification and any other processing of Your personal data by the Registry and its technical operator, designees and agents for the purposes of providing Registry services as defined in the Registry agreement with ICANN.

## **Section .INC.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 .INC 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 .INC.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'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 .INC.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 .INC.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 .INC.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.

You agree to comply with all applicable laws including those relating to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data, and financial regulations.

If You are collecting and maintaining sensitive health and financial data, You agree to comply with applicable laws on the provision of such services and including security measures applicable to that sector.

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 (within 30 days of demand), its technical operator, and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns 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 Registrant's domain name registration. This indemnification obligation shall survive the termination or expiration of the present contract. It is expressly understood that the indemnified parties listed above are intended third-party beneficiaries of the registration agreement for purposes of enforcing the obligations of the domain name owner.

### **Section .INC.17. Exclusion of liability and actions of the Registry**

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

- per the terms of the present contract;
- to protect the integrity and stability of the Registry and domain names system;
- to comply with any applicable laws, ICANN or government rules or requirements, requests of law enforcement, or any dispute resolution process;
- to avoid any liability, civil or criminal, on the part of the Registry, as well as 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;
- in case of non-payment of Registry's fees.

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

When applicable, You agree to be bound by the terms and conditions of the initial launch of the .INC Registry, including without limitation the Sunrise period, EAP, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise period or the EAP, including, without limitation:

- Your ability or inability to obtain a domain name during these periods, and;
- the results of any dispute over a Sunrise registration.

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