ANNEX .IRISH - SPECIAL CONDITIONS FOR THE .IRISH TLD
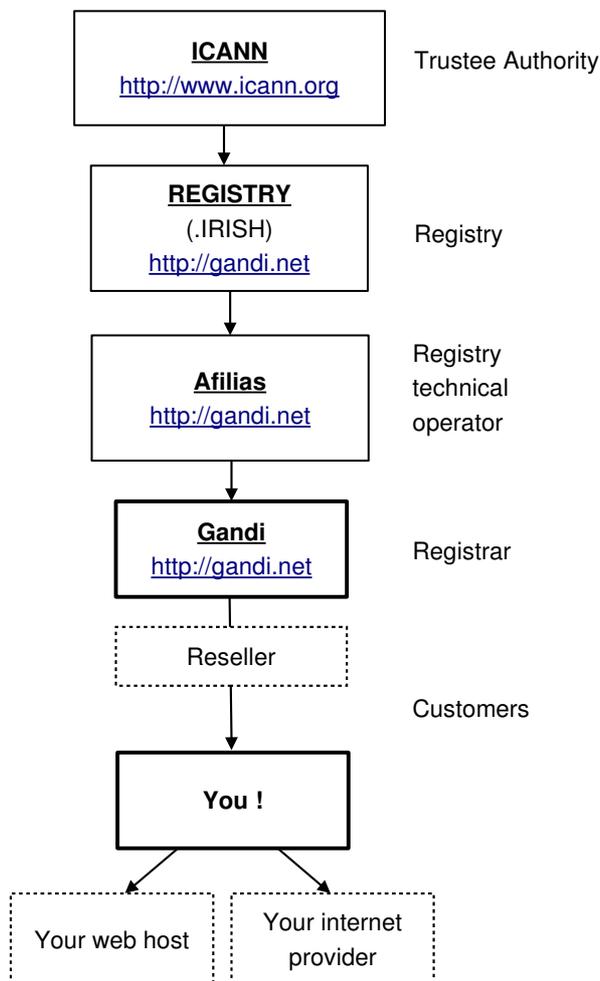
version 1.0 – March the 4th, 2015

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

.IRISH is a generic Top-Level-Domain (gTLD) for the global Irish community which can be used by businesses, brands, organizations and people all over the world to market and develop products and services while clearly identifying with the word Irish. The following diagram presents the various parties involved for the .IRISH TLD:

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

Section .IRISH.2. Registration terms and conditions

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

- Anti-abuse policies :
  http://nic.irish/about/anti-abuse-policy/
- Sunrise Dispute Resolution Policies :
  http://nic.irish/about/sunrise-dispute-resolution-policy/
- Sunrise Registration Policy :
  http://nic.irish/about/sunrise-registration-policy/
- Whois Policy :
  http://nic.irish/about/whois-policy/
- Policies pertaining to data protection :
  http://nic.irish/about/data-protection/
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

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

Section .IRISH.3. Launch rules

The .IRISH domain name launch will occur in 3 phases: Sunrise, Landrush and general opening.

The Sunrise phase will run from the 17th of March to the 16th of May, 2015. The Landrush will run from the 21st of May to the 20th of June, 2015. General opening is scheduled for the 25th of June, 2015. These dates are not definitive and are subject to change by the Registry.

Preregistrations during both the Sunrise, 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 .IRISH.4. Special requirements

.IRISH special requirements are available at:
http://www.gandi.net/domain/irish/info

.IRISH domain names are open to anyone.

Section .IRISH.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 not reviewed on a "first-come first-served" basis, they will be considered as having arrived at the same time:

- if only one qualified application is made for a domain name, the domain name will be registered on behalf of applicant within the days following the end of the Sunrise period,
- if multiple qualified applications are made for the same domain name, the domain name will be subject to closed auction between all applicants for this domain name. Rules that apply to the auction will be available on the Registry's website.

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:
http://nic.irish/about/sunrise-dispute-resolution-policy/

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected ("SMD" file invalid or revoked, …) 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 .IRISH.6. Landrush

6.1 Eligibility rules

The Landrush period is a premium phase open to the general public during which You can sought after high value domain names that are not trademarks.

6.2 Allocation rules

Landrush applications are not reviewed on a "first-come first-served" basis, they will be considered as having arrived at the same time:

- if only one qualified application is made for a domain name, the domain name will be registered on behalf of applicant within the days following the end of the Landrush period,
- if multiple qualified applications are made for the same domain name, the domain name will be subject to closed auction between all applicants for this domain name.

When a domain name is allocated to You in the Landrush period, the third parties that are the owners of an identical mark registered within TMCH are notified of Your registration.

6.3. Dispute Resolution

The Registry will not participate in any way in any dispute between Landrush Period Applicants and any party other than the auction provider and in that case solely regarding the use of the auction platform. All other disputes between Landrush Period Applicants and any other party shall be resolved between the applicable applicant and such other party through any court, arbitration or other proceeding that may be available to those parties.
The auction provider provides an auction platform for registries to

provide a mechanism through which competing applications for domain names may be resolved during the Landrush Period including through auctions. The auction provider has been appointed by the Registry and the Auction Provider's terms of service will govern and control over any dispute which may arise during any of the auction processes. The auction terms and conditions are published by the auction provider and must be accepted before bidding can occur in any auction for any domain names.

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

Section .IRISH.7. "Trademark Claim Notice" period

In accordance with ICANN rules, during 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 .IRISH.8. Reserved names and premium domain names

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

The registration term is 1 year for requests made during the Sunrise 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 .IRISH.10. Pricing

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

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

Section .IRISH.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 also consent to the use, copying, distribution, publication, modification and other processing of Your personal data by the Registry and its designees and agents in a manner consistent with the purposes specified pursuant to this agreement.

Section .IRISH.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 .IRISH 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 .IRISH.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 .IRISH.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.

In accordance with the terms of the Sunrise Registration registrant agreement, domain names registered in the Sunrise Period which the Registry has deemed to be "premium domain names" or which may be on the reserved domain names list at the time of registration may not be transferred by You to any party (including any natural person, company, organization subsidiary or affiliate company of the Registrant) during the initial registration term except in those instances where such domain names are included as part of a sale or acquisition of all or substantially all of the business or other operations conducted by You). The Registry reserves the right to require that You produce such documentation of the sale or acquisition transaction which evidences compliance with this condition to transfer.

Section .IRISH.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 .IRISH.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:

- You will immediately correct and update the registration information for the domain name during registration term
- 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 have to participate in good faith in any proceedings as established by the Registry and ICANN,
- You have to accept and abide by the rules and policies enacted by the Registry.

In addition, by submitting a request during the Sunrise period, You acknowledge that the Registry and/or its agents are authorized to share information relating to Your request to TMCH, other Sunrise applicants, and/or any third party.

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 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 registration. This indemnification obligation survives the termination or expiration of this agreement.

Section .IRISH.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:

- to protect the integrity and stability of the Registry's systems
- to comply with any applicable laws, government rules or requirements, requests of law enforcement ICANN policies or Registry Policies, or any dispute resolution process
- during the resolution of a dispute
- to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors and employees
- in respect of the Registry only, for violations of the registry-registrar agreement between the Registrar and the Registry (for example, non-payment of fees) including without limitation, any exhibits, attachments, or schedules thereto
- to correct mistakes made by the Registry in connection with a domain name
- following an occurrence of any of the prohibited activities described in violation of the Registry's Anti-Abuse/Acceptable Use Policy or
- as otherwise provided for by the Registration agreement

Furthermore, the Registry reserves the right at any time to verify:
- (ix) the truth, accuracy, completeness of any information provided by You to the Registry, whether directly, through a Registrar or otherwise
- (x) Your compliance with the applicable Registry policies

You agree to fully comply and cooperate with the Registry in connection with such verification and furnish all available document as the Registry may reasonably require to complete the verification.

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

Abuse uses undertaken with respect to domain names within the TLD shall give rise to the right of the Registry to take such actions.

- end of annex .IRISH -