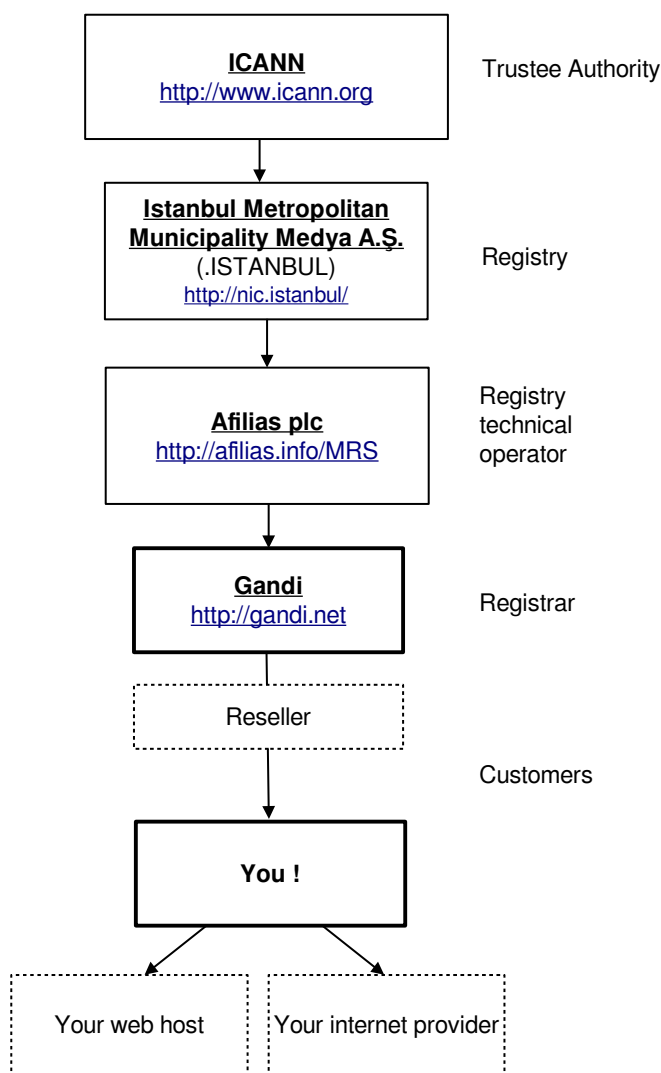


In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .ISTANBUL domain name implies the acceptance of and compliance to the present special conditions contained herein.

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 .ISTANBUL.1. Trustee authority and Registry**

.ISTANBUL is a generic Top-Level-Domain (gTLD) operated by the municipality of Istanbul (Turkey). The following diagram presents the various parties involved for the .ISTANBUL TLD:



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

**Section .ISTANBUL.2. Registration terms and conditions**

When You apply to register a .ISTANBUL 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 .ISTANBUL domain names, as defined by ICANN, Istanbul Metropolitan Municipality Medya A.Ş. and Afilijs plc, and which may be viewed at the following pages:

- Istanbul Metropolitan Municipality Medya A.Ş. policies: <http://nic.istanbul/politikalar/policies>
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .ISTANBUL 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 .ISTANBUL Registry is available at the following address: <http://www.icann.org/en/about/agreements/registries/istanbul>

**Section .ISTANBUL.3. Launch rules**

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

The Sunrise phase will run from January 27th to February 26th, 2016. The Landrush phase will run from April 5th to May 5th, 2016. General opening is scheduled for May 10th, 2016. These dates are not definitive and are subject to change by the Registry.

Preregistrations for Landrush and general opening are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

**Section .ISTANBUL.4. Special requirements**

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

.ISTANBUL domain names are open to anyone.

**Section .ISTANBUL.5. Landrush**

**5.1 Eligibility rules**

Anyone may register a .ISTANBUL domain name during Landrush.

**5.2 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. The rules applicable to allocation during Landrush are available at the following webpage: <http://nic.istanbul/politikalar/policies/launch-policy>

When a domain name is allocated to You during Landrush period, third parties who own an identical mark registered within TMCH are notified of Your registration.

### **5.3 Dispute resolution**

Any dispute arising from the allocation of a domain name during the Landrush period must be submitted in accordance with the dispute resolution procedure established by the Registry that You agree fully abide by:

<http://nic.istanbul/politikalar/policies/general-dispute-resolution-policy>

### **5.4. 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 another person during an auction).

### **Section .ISTANBUL.6. “Trademark Claim Notice” period**

In accordance with ICANN rules, upon the beginning of Landrush and for an indefinite period of time, 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 general opening, 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 general opening 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 general opening.

It is Your sole and entire responsibility to confirm, if You want, all the notices received before the general opening and the sending of Your request to the Registry.

### **Section .ISTANBUL.7. Reserved names and premium domain names**

Some words are reserved or prohibited:

- Istanbul Metropolitan Municipality Medya A.Ş. reserved names policy:  
<http://nic.istanbul/politikalar/policies/reserved-names-policy>
- Agreement between ICANN and the Registry (specification 5. schedule of reserved names):  
<http://www.icann.org/en/about/agreements/registries/istanbul>
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

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 notified by email. Then You will be able to either pay the additional fees 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 .ISTANBUL.8. Registration term**

The registration term is 2 years for requests made during Landrush 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 .ISTANBUL.9. Pricing**

Our prices may be viewed at:

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

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

### **Section .ISTANBUL.10. 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, the processing, the use, the copying, the distribution, the publication and the modification of Your personal contact information by the Registry, Registry technical operator and their services providers:

- to display it in the public [Whois](#) database,
- for statistical purposes provided that Registry or Registry technical operator anonymizes such data,
- to operate the registry daily and provide registry services.

### **Section .ISTANBUL.11. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .ISTANBUL 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 .ISTANBUL.12. 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 .ISTANBUL.13. 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 .ISTANBUL.14. 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 .ISTANBUL.15. 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 agree to be bound and to comply:

- with terms and conditions applicable to the initial launch of .ISTANBUL, including specific launch phase policies,
- with ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN;
- with operational standards, policies, procedures, and practices for the .ISTANBUL as set forth in the Registry Agreement and as established from time to time by Istanbul Metropolitan Municipality Medya A.Ş. in a non-arbitrary manner and consistent with ICANN standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN, including, in particular, any acceptable use policy, which delineates all the types of activity that define abuse and reserves the right of the

Registry Operator to take appropriate action based on the type of abuse.

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 Turkish laws and any other applicable national or international law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name. The Registry reserves the right to deny, cancel, suspend, lock or transfer any .ISTANBUL domain name registration violating these provisions.

You commit Yourself to indemnify, defend and hold harmless the Registry, the Registry technical operator and their contractors, subcontractors, affiliates, directors, representatives, officers, attorneys, employees, agents and public service providers from and against any and all claims, damages, liabilities, costs and expenses, including legal fees and expenses arising out of or relating to Your domain name's registration.

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.

You agree to submit to proceedings commenced under, and abide by all decisions made by panels in accordance with, the UDRP and the URS or any other dispute resolution mechanism required by ICANN or the Registry.

### **Section .ISTANBUL.16. 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 or the domain names system,
- to comply with applicable laws, regulations, policies, government rules, requirements, request of law enforcement agencies or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry and ICANN may retain to oversee the arbitration and mediation of disputes,
- to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (including RFCs),
- to avoid any civil or criminal liability on the part of or damage to the Registry, the Registry technical operator and their contractors, subcontractors, affiliates, officers, representatives, attorneys, employees, agents and public service providers,
- per the terms of the present contract,
- for the non-payment of fees to the Registry,
- to correct mistakes made by the Registry, the Registry technical operator, or any Registrar in connection to the registration of a domain name.

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

You acknowledge that the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the launch rules, in particular to the Sunrise period, including, without limitation, the ability or inability of a person to obtain a domain name during these periods, the results of any

dispute over a registration.

You acknowledge and agree that, according to Law No 5651 on Regulating Broadcasting in the Internet and Fighting against Crimes Committed through Internet Broadcasting and other relevant Turkish legal instruments governing the use of the Internet, Turkish

authorities may block or restrict access to a website associated with Your domain name in case of a violation of applicable laws and regulations. You also agree that neither the Registry nor Registry technical operator may be held liable for such blocking or restriction applied on any website associated to Your domain name.

- end of annex .ISTANBUL -