ANNEX .JOBURG - SPECIAL CONDITIONS FOR THE .JOBURG TLD

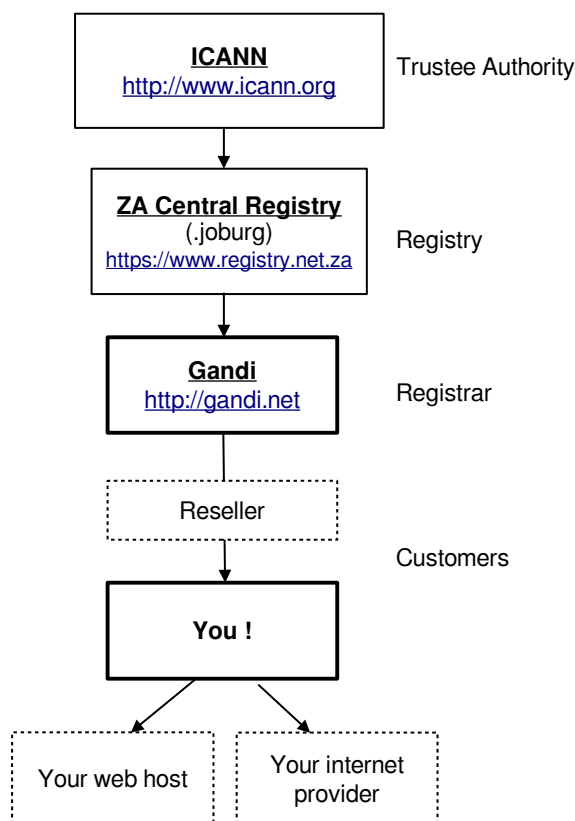*version 1.1 – March 30th, 2017*

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .JOBURG 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.

Section .JOBURG.1. Trustee authority and Registry

.JOBURG is the generic extension for the City of Johannesburg in South Africa. The following diagram presents the various parties involved for the .JOBURG TLD:

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

Section .JOBURG.2. Registration terms and conditions

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

• Registrant Agreement:
https://www.registry.net.za/downloads/u/Registrant_Agreement_Mandatory_Terms_v004.pdf
• Launch Policy:
https://www.registry.net.za/downloads/u/dotJoburg_launch_policy_004.pdf
• ICANN consensus policies:
http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .JOBURG 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.

To the extent that the Registry is granted rights, the relevant provisions of this agreement will constitute an agreement for the benefit of a third party (stipulatio alteri) in the Registry's favor. Where the Registry has lawfully assigned its rights and duties under its Registry-Registrar agreement with the Registrar, the assignee will be the beneficiary under this clause.

The contract between ICANN and the .JOBURG Registry is available at the following address:
www.icann.org/en/about/agreements/registries/joburg

Section .JOBURG.3. Special requirements

.JOBURG special requirements are available at:
http://www.gandi.net/domain/joburg/info

.JOBURG domain names are open to anyone.

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

In accordance with ICANN and Registry rules, a "Trademark Claim Notice" period will run:
• during the Landrush period,
• upon the general opening during at least 60 days concerning the trademarks registred with TMCH,
• upon the general opening during an indefinite period concerning the rights registered with MVS.

During this period 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 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), or
• a right registered and validated with MVS.

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 .JOBURG.5. Reserved names

Some words are reserved or prohibited:
• agreement between ICANN and the Registry (specification 5. schedule of reserved names) :
http://www.icann.org/en/about/agreements/registries/joburg
• launch policy (13. Unavailable Names) :

https://www.registry.net.za/downloads/u/dotJoburg_launch_policy004.pdf
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Section .JOBURG.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 .JOBURG.7. Pricing

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

"Premium" domain names are subject to specific prices as indicated on Our website during Your registration request.

Under no circumstances whatsoever will the Registry and Gandi be obliged to refund any fees relative to Your domain name.

Section .JOBURG.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 hereby irrevocably and without limitation consent to the collection and use of Your personal information, and in particular to:
- the use of Your personal information by the Registry and Gandi in providing the domain names registration and management services, and in particular publishing it in a Whois database,
- the inclusion of Your personal information in escrow deposits held by third parties located anywhere in the world,
- the transfer of Your personal information to the Registry service providers or the Registry's affiliates for the purposes of providing Registry services wherever in the world such parties may be located,
- the transfer of Your personal information to a third party replacing the Registry in providing the Registry function, wherever in the world such third party may be located.

You acknowledge that the registration and management of Your domain name is dependent on such consent.

Section .JOBURG.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 .JOBURG 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

Should a third party (hereinafter the "complainant"), in contemplation of legal action against the owner of a domain name in a court or in application of the dispute resolution policies established by ICANN and the Registry, present the Registry or the Registrar with prima facie evidence that indicates that the domain name violates the rights of the complainant, then the Registry will be entitled to provide the complainant with the name and contact details of the domain name owner. All further communication will exclude the Registry and the Registrar, and who will have no further obligations to the owner or complainant in this framework.

Under no circumstances whatsoever will the Registry or Gandi be obliged to act as an arbiter of disputes arising out of the registration and use of a domain name.

Section .JOBURG.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 .JOBURG.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 .JOBURG.12. Deletion process

Upon the Expiration, the domain name is suspended (Hold) for 10 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 20 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 name is neither renewed nor restored within these deadlines, the Registry shall delete it, which will become available for registration on a "first-come first-served" basis.

Section .JOBURG.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.

You hereby irrevocably represent, warrant and agree that:

- the information in Your registration request is accurate and complete, and that this information will be kept up to date at all time,
- You have the right and the necessary authorisations without restriction to register and use the domain name chosen,
- to the best of Your knowledge and belief the registration or use of Your domain name does not or will not directly or indirectly interfere with infringe any legal right of any third party in any jurisdiction, in particular trademark, trade name, company name, copyright or any other intellectual property right,
- You will not use Your domain name for any unlawful purpose whatsoever, including, without limitation, distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, unfair competition, defamation, passing off or for the purpose of confusing or misleading any person,
- at the time of Your registration request, and at any time thereafter, You shall specify and maintain at least 2 DNS correctly configured,
- You have chosen Your domain name without input, influence or assistance from the Registry and/or Gandi.

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.

Pursuant the above warranties, You hereby agrees that You will defend, indemnify and hold harmless the Registry and Gandi, their directors, officers, members, employees and agents, for any loss, damage, expense (including reasonable attorney fees) or liability resulting from any claim, action or demand arising out of or related to a breach of the aforementioned warranties or the registration or the registration or use of Your domain name (such claims shall include, without limitation, those based upon trademark infringement, copyright, infringement, dilution, unfair competition, passing off, defamation or injury to reputation). You agree that the Registry and Gandi shall be defended by attorneys of their own respective choices at Your expense, and that You shall advance the costs incurred in such litigation, on demand from the respective parties. Gandi agrees to give You a written notice (by email), within a reasonable deadline, of any such action or demand We are informed of.

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

The Registry and Gandi give no warranties of any nature whatsoever with regard to the domain name, the registration or use and hereby disclaims all such warranties, whether express or implied about it.

The Registry or Gandi will under no circumstance whatsoever be obliged to determine and verify Your right to the domain name chosen. Domain names are registered on a "first come first served" basis (unless the request is made during a launch phase), and the registration of Your domain name will in no way constitute any indication or warranty of Your right to said name.

The Registry, its directors, officers, employees and agents will under no circumstances whatsoever be liable for any direct, indirect, special, incidental, punitive or consequential damages of any kind and howsoever arising (including, without limitation, loss of use, business interruption or lost profits), regardless of the form of action, even if the Registry has been advised of the possibility of such damages.

You also acknowledge and agree that the Registry or Gandi shall have the right to delete, suspend or transfer to a third party Your domain name (as the case may be):
- in case of non-payment within the required deadlines,
- in case of a breach of Your warranty given above,
- if You withdraw Your consent for the processing of Your personal data as described in section 11,
- should You breach any provision of this contract, and fail to remedy such breach within 14 days of receiving written notice from Gandi (by email),
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- on receipt of an order by any competent court,
- on receipt of a decision by a dispute resolution provider appointed by an official domain name dispute resolution procedure introduce by law, or adopted and published by ICANN and the Registry.

In the event that Gandi's accreditation is withdraw by the Registry, the Registry may initiate a forced transfer of Your domain name to an other Registrar.

Section .JOBURG.15. Modification of the Contract

You acknowledge that the Registry may oblige Gandi to make changes to or supplement this agreement or parts of this agreement if these amendments are reasonably necessary for the management of domain names. These amendments will be published on the Registry website or Gandi website.

You are responsible for regularly monitor these potential amendments and that if You fail to notify the Registry and Gandi You wish not to be bound by such amendments within 30 days of such amendment being published, You shall conclusively be deemed to have acceded and agreed to the amendments thus published.

Section .JOBURG.16. General provisions

In the event of any clause of this contract being declared void or non-enforceable, it shall be declared unwritten, and other stipulations shall remain in force to their full extent.

Section .JOBURG.27. Applicable law - Jurisdiction

You hereby consent to the jurisdiction of the Hight Court of South Africa (sitting at Pretoria, Gauteng Division) for the resolution of any legal dispute between You and the Registry and this contract will be construed and interpreted in accordance with the law of Republic of South Africa.

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