

ANNEX .LUXE - SPECIAL CONDITIONS FOR THE .LUXE TLD

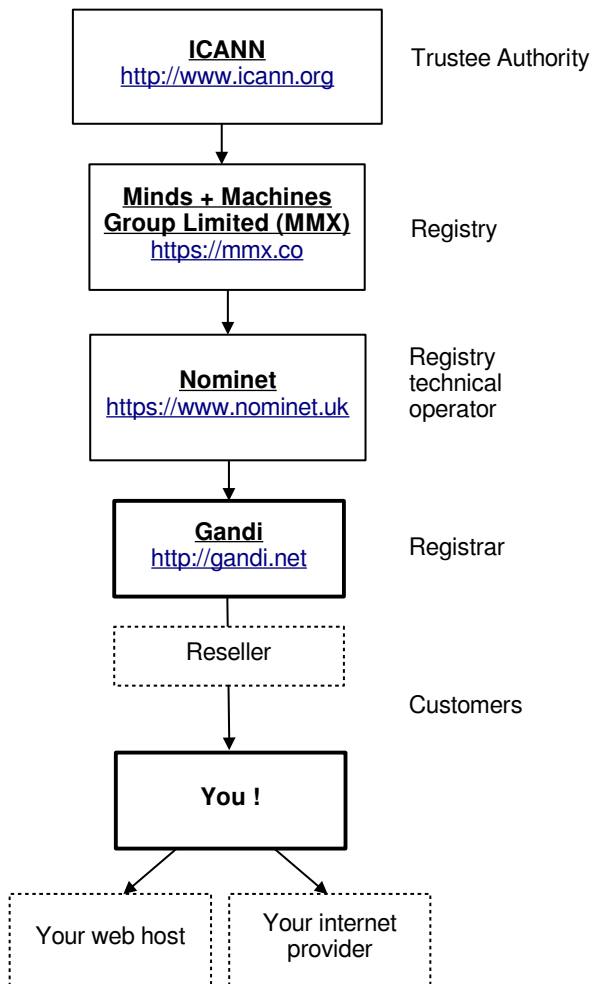
version 1.0 – September the 10th, 2018

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .LUXE 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 .LUXE.1. Trustee authority and Registry

.LUXE is a generic Top-Level-Domain (gTLD), meaning “lets you exchange easily”, designed to support the [Ethereum](#) blockchain platform. .LUXE domain names can also resolve through the Internet for traditional web address and email functionality. The following diagram presents the various parties involved for the .LUXE TLD:



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

Section .LUXE.2. Registration terms and conditions

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

- Registry Policies:
<https://mmx.co/policies>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .LUXE 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 .LUXE Registry is available at the following address:

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

Section .LUXE.3. Launch rules

The .LUXE domain name launch will occur in several phases: Sunrise, limited registration period and general opening.

The Sunrise phase runs from August 9th 2018 to October 8th 2018 and the limited registration period will run from October 9th 2018 to October 25th 2018. General opening is scheduled for October 30th 2018.

Registrations during the first 7 days of the general opening, that is from October 30th 2018 to November 6th 2018, will be subject to additional costs decreasing over time (Early Access period).

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 .LUXE.4. Special requirements

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

.LUXE domain names are open to anyone.

Section .LUXE.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. The rules applicable to the auction procedure will be available at the following webpage: <https://mmx.co/policies> (9. Auction Rules).

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://mmx.co/policies> (8.Sunrise Dispute Resolution Policy)

5.4. Refund Conditions

If Your application is rejected or the domain name is not allocated to You, You will be entitled to receive a refund, provided that Gandi is not charged by the Registry.

Section .LUXE.6. Limited registration period

The limited registration period is open to the holders of a .ETH domain name to register the corresponding (exact match) .LUXE domain name. The .ETH domain name must be registered by or before September 21st 2018 to be eligible. Information about .ETH domain names is available at: <https://ens.domains>.

Gandi does not provide either this limited registration period nor .ETH domain names registration.

Section .LUXE.7. Early Access period

During Early Access period (EAP), corresponding to the first 7 days of the general opening, 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 .LUXE.8. “Trademark Claim Notice” period

In accordance with ICANN rules, during 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 .LUXE.9. Reserved names

Some words are reserved or prohibited, in particular:

- ICANN reserved names:
<http://www.icann.org/en/about/agreements/registries/luxe> (specification 5. schedule of reserved names)
- Reserved name policy:
<https://mmx.co/policies> (2. Naming Policies)

Section .LUXE.10. Registration term

The registration term is 2 years for requests made during the Sunrise period, 1 year for requests made during EAP, 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 .LUXE.11. Pricing

Our prices may be viewed at:

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

“Premium” domain names are subject to specific prices as indicated on Our interface during Your order.

For requests made in preregistration, if the domain name You have preregistered is a “premium” domain name that Gandi was not able to identify during Your order, Your request will be put in “error” and You will be notified 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 not be sent to the Registry.

Section .LUXE.12. 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 and publication in the [Whois](#) database when applicable, of Your personal data by the Registry and its service providers and agents for the purposes of providing Registry services as defined in the Registry agreement with ICANN.

Section .LUXE.13. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .LUXE 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 .LUXE.14. Transfer (change of Registrar)

ICANN transfer policy is available at: <https://www.icann.org/resources/pages/registrars/transfers-en>

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 .LUXE.15. 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 .LUXE.16. 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 .LUXE.17. 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 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 and hold harmless the Registry and its subcontractors, and their employees, directors, officers, representatives, delegees, shareholders, affiliates, agents, successors and/or 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 registration of Your domain name. 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.

Section .LUXE.18. 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 on registry lock, hold or similar status as it deems necessary, in its unlimited and sole discretion:

- to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the internet (e.g., RFCs),
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- if required by a URS, UDRP, or court proceeding,
- for non-payment of fees to the Registry.

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