

ANNEX .MOTORCYCLES - SPECIAL CONDITIONS FOR THE .MOTORCYCLES TLD

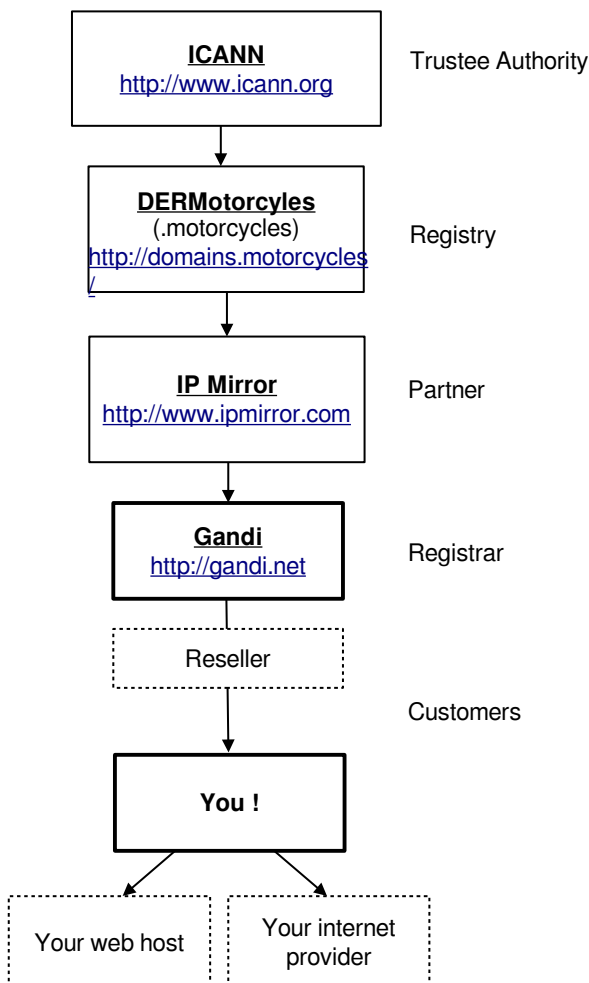
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In addition to Gandi Corporate Special Conditions and Gandi's General Terms and Conditions for domain name registration, the registration and use of a domain name in the extensions mentioned above imply the acceptance of and compliance to the present special conditions contained herein.

All Your legal information and contracts are presented to You at the time of the subscription to Our Services. 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 .MOTORCYCLES.1. Trustee authority and Registry

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



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

Section .MOTORCYCLES.2. Registration terms and conditions

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

<http://domains.motorcycles/Policies>

And especially:

- Domain name registration agreement : in appendix
- Sunrise Policy : <http://domains.motorcycles/portals/ddmotorcycles/Policies/Dominion%20Registries%20-%20Sunrise%20Policy.pdf?ver=2015-12-16-214251-110>
- Registration Policy : <http://domains.motorcycles/portals/ddmotorcycles/Policies/Dominion%20Registries%20MOTORCYCLES%20Registration%20Policy%2013937603v1.pdf?ver=2015-12-16-214251-597>
- Acceptable Use Anti-Abuse Policy : <http://domains.motorcycles/portals/ddmotorcycles/Policies/Dominion%20Registries%20-%20Acceptable%20Use%20%20Anti-Abuse%20Policy.pdf?ver=2015-12-16-214249-470>
- Data Policy : <http://domains.motorcycles/portals/ddmotorcycles/Policies/Dominion%20Registries%20-%20Registrant%20Data%20Policy.pdf?ver=2015-12-16-214249-920>
- WHOIS Data Access Policy : <http://domains.motorcycles/portals/ddmotorcycles/Policies/Dominion%20Registries%20-%20Whois%20Policy.pdf?ver=2015-12-16-214251-347>
- ICANN Policies : <http://www.icann.org/en/general/consensus-policies.htm>

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

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

In the framework of its Gandi Corporate Service, Gandi allows You to register Your domain name in .MOTORCYCLES which will only be available to Our Gandi Corporate customers via Our partner IP Mirror.

You agree to abide by all the rules and specific conditions available at the followings URLs :

- Registration policy : http://ipmirror.com/en/service_agreements/agreement_domains
- Privacy Policy : http://ipmirror.com/en/service_agreements/agreement_privacy

Registration and management of the .MOTORCYCLES is done manually by Gandi. These operations are therefore subject to processing times which may vary from a few hours to few days. Gandi allows You to place Your orders directly on Our site and to manage Your domain names under this extension in Your Gandi interface. However, Your request(s), and/or changes are not automatically transmitted to Our partner IP Mirror and will not take effect until IP Mirror and the Registry has received and validated

them.

Section .MOTORCYLES.3. Launch rules

The .MOTORCYLES domain name launch will occur in 2 phases: Sunrise and general opening.

The Sunrise phase will run from June 15th to August 14th 2016. General opening is scheduled for August 18th 2016. These dates are not definitive and are subject to change by the Registry.

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

Section .MOTORCYLES.4. Special requirements

.MOTORCYLES special requirements are available at: <http://www.gandi.net/domain/motorcycles>

To register, renew, or accept the transfer of a .MOTORCYLES domain name, You must be an individual or a legal entity with a bona-fide nexus to the .MOTORCYLES sector. This connection means that You as the registrant of the domain name must be able to reasonably demonstrate a link or an interest to the relevant sector at the time of registration and throughout the duration of the .MOTORCYLES domain name registration.

4.1 Eligibility rules

To register, renew, or accept the transfer of a .MOTORCYLES domain name, you must meet the following requirements :

- Be a bona-fide member of the relevant sector such as listed in the Registration Policy available at the following URL : <http://domains.motorcycles/portals/ddmotorcycles/Policies/Dominion%20Registries%20MOTORCYLES%20Registration%20Policy%2013937603v1.pdf?ver=2015-12-16-214251-597> (2.2 Nexus to the Relevant Sector)
- Your actions in the sector, as well as Your use of the registered domain name, must be:
 - generally accepted as legitimate;
 - non-detrimental to the interests of the Relevant Sector; and
 - in good faith at the time of registration and throughout the duration of the active registration

In addition, the domain name must reflect Your name, acronym, trademark, or derivative thereof.

You may be, from time to time, required to state or reaffirm Your intended use of the registered domain name. A false statement of intended use, or a statement demonstrated to be false at a later time, is an indication of bad faith and can be the basis for the suspension or destruction of the .MOTORCYLES domain name.

4.2 Verification process

Once Your sent to the Registry, You will receive an e-mail with log in information allowing You to connect on the verification interface set up by the Registry in order to provide with evidence of Your eligibility. These information have to be provided within 10 days following Your registration order. The registration of Your domain name will be effective only after validation by the Registry.

In addition, Your eligibility may be verified at any time by the Registry and particularly in case of owner change.

In any case, if the domain name is not allocated to You by the Registry after the verification process, You will not be entitled to any

refund.

4.3. Registration procedure with Gandi

Registering a .MOTORCYLES domain name is done directly on the Gandi interface and then manually by Gandi at IP Mirror. Consequently, the registration of Your domain name will not be immediately effective when You will place an order on Our site. Gandi will forward Your application for registration to IP Mirror within two (2) working days after confirmation of Your order on Our site.

Section .MOTORCYLES.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 more than one claim is made for the same domain name, an RFP (request for proposal) mechanism will be used to determine the winner of the domain name. The Registry will ask You details about how You will use the domain name and will decide which registrant will get the domain name based on the strength of their proposal.

When a domain name is allocated to You in Sunrise period, third parties who own 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://domains.autos/wp-content/uploads/2016/02/Dominion-Registries-SDRP.pdf>

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, "SMD" file invalid or revoked ...) or if the domain name is not granted to You (if the domain name is allocated to another registrant due to RFP, if a third party has successfully challenged the domain name registration ...).

Section .MOTORCYLES.6. "Trademark Claim Notice" period

In accordance with ICANN rules, during at least the first 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), Gandi will send You by e-mail a warning notice ("Trademark Claim Notice") 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, by responding to the e-mail sent by Gandi. It being specified that if You do not confirm the notice, Your request will not be sent to IP Mirror.

If You confirm Your registration request, third parties who own an identical mark are notified of Your registration.

Section .MOTORCYLES.7. Reserved names and premium domain names

Domain names reserved by the Registry may be registered case-by-case directly with the Registry. Allocation or non-allocation of a reserved name may be contested with the RNDRP procedure (Reserved Names Dispute Resolution Policy) : <http://domains.motorcycles/portals/ddmotorcycles/Policies/Dominion%20Registries%20-%20RNDRP.pdf?ver=2015-12-16-214250-157>

In addition, some words are prohibited:

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

Section .MOTORCYLES.8. Registration term

The registration term is 1 year for requests made during the Sunrise period, 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 at least 10 days **before the Expiration date**.

Section .MOTORCYLES.9. Pricing

Our prices may be viewed at:

<http://www.gandi.net/domain/price/detail/motorcycles>

"Premium" domain names are subject to specific prices that we will communicate to You on request.

Section .MOTORCYLES.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 use, copying, distribution, publication, modification it in the public [Whois](#) database and other processing of Your Personal Data by the Registry and its designees and agents.

Section .MOTORCYLES.11. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy), URS (Uniform Rapid Suspension System) and REDRP (Registration Eligibility Dispute Resolution Procedure) for .MOTORCYLES 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>

The REDRP procedure is used to solve disputes related to eligibility :

<http://domains.autos/wp-content/uploads/2016/02/Dominion-Registries-REDRP.pdf>

Section .MOTORCYLES.12 Administrative and technical management

Management (modification of personal data, contacts and DNS, renewal ...) of these domain names is also done manually by Gandi to IP Mirror. Your changes and/or operations performed on Our site are not processed automatically nor are they immediately effective, Gandi transmits these on Your behalf to IP Mirror within two (2) business days.

12.1. 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.

12.2. Ownership change

The ownership change process is not available on Our Interface. Please contact Our Gandi Corporate team.

The owner change of a domain name does not change the domain's expiration date.

12.3. Deletion process

For any late renewal or restore of Your domain name, please contact our Corporate team.

Article 13. Gandi Disclaimer

You acknowledge that We may not be held liable, notably, in the following cases:

- unavailability of the domain name upon the submission of the application for registration by Gandi to IP Mirror or upon the submission of the application by IP Mirror to the Registry,
- inability or refusal by the Registry or IP Mirror to grant a domain name for which You have placed an order on Our website or by other instructions,
- delays before the actual registration or transfer, and/or the application of changes requested directly on Our website or via Your instructions,
- refusal by the the Registry or IP Mirror of any requested operation or if the change is no longer technically possible when Gandi requests it on Your behalf to IP Mirror or when IP Mirror requests it to the Registry,
- failure of an operation for reasons beyond Gandi's control and despite Our diligence,
- for DNS changes, delays before change is applied and service interruption after the modification is submitted, given that these changes are processed manually.

Section .MOTORCYLES.14. 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.

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.

To the maximum extent permitted by applicable law, You commit Yourself to defend, indemnify and hold harmless the Registry and any entity designated by Registry to perform registry operations for the .MOTORCYLES, including any persons or entites assisting the Registry with domain name registration eligibility determinations,

their subsidiaries and affiliates and the directors, officers, employees, representatives 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. 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 .MOTORCYLES.15. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry and GANDI shall be entitled, that they deem necessary, in their sole and entire discretion, but not obligated, to reject, delete, suspend, Your domain name if :

- You fail to follow the Registration Policy or Acceptable Use Policy
- You have lost the nexus with the Relevant Sector as required herein
- You willfully provide inaccurate or unreliable contact information, or intentionally or negligently fail to promptly update such information
- You fail to respond for over ten (10) days to inquiries by GANDI or reseller sponsoring the registration and/or by the Registry concerning the accuracy of contact information associated with Your domain name
- You or third parties appear to be engaging in illegal activity in the use of Your domain name
- Your domain name appears to be infringing upon or is likely to violate the rights of third parties
- You engage in a conduct that may put the Registry or GANDI in breach of any applicable Law, ICANN policy, governing authority, public policy or third party agreement;
- Law enforcement, a court, or other relevant authority requests that the Registry does so;
- Your domain name was errantly allocated to You after a mistake by the Registry, GANDI, or any agent or representative thereof; and/or
- In the Registry's discretion it determines that such denial, suspension or cancellation is appropriate (i) to protect the integrity, security, and stability of the Registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; or (iii) to avoid any liability, civil or criminal, on the Registry's part as well as its agents, officers, directors, representatives, employees, and stockholders.

You acknowledge that the Registry may "crawl" and/or perform scans of any website associated with Your .MOTORCYLES domain name for the purpose of seeking to detect the distribution of malware, the operation of botnets, phishing sites, piracy, fraudulent or deceptive practices, or any other use of a .MOTORCYLES domain name in any activity contrary to any Registries' policy or applicable law.

- end of annex .MOTORCYLES -