ANNEX .NRW - SPECIAL CONDITIONS FOR THE .NRW TLD

*version 1.0 – December, the 20th, 2014*

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

.NRW is a generic Top-Level-Domain (gTLD) which aims to promote the federal state of North Rhine-Westphalia. The following diagram presents the various parties involved for the .NRW TLD:
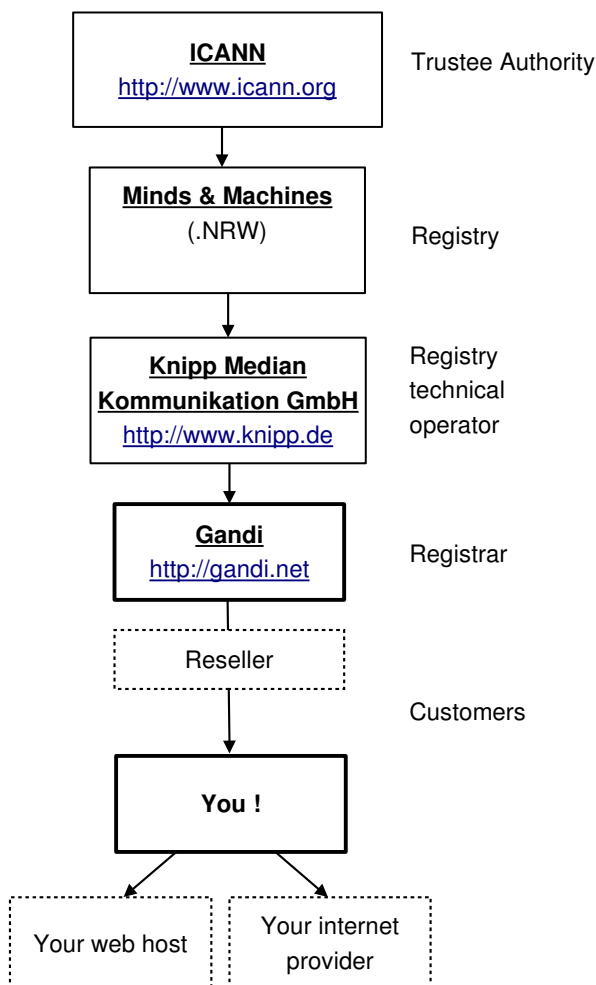
You can view the information and special rules of each party involved by clicking on the respective links.

Section .NRW.2. Registration terms and conditions

When You apply to register a .NRW 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 .NRW domain names, as defined by ICANN and Minds & Machines and which may be viewed at the following pages:

- Domain name registration policy :
  http://nic.nrw/assets/Uploads/dotNRW-Domain-Registrierungsbedingungen.pdf (in German)
  http://nic.nrw/assets/Uploads/DotNRW-Domain-Name-Registration-Policy.pdf (in English)
- Acceptable Use Policy :
  http://nic.nrw/assets/Uploads/dotNRW-Acceptable-Use-Bedingungen.pdf (in German)
  http://nic.nrw/assets/Uploads/DotNRW-Acceptable-Use-Policy.pdf (in English)
- Privacy Policy :
  http://nic.nrw/assets/Uploads/dotNRW-Privacy-Whois-Bedingungen.pdf (in German)
  http://nic.nrw/assets/Uploads/DotNRW-Privacy-Whois-Policy.pdf (in English)
- Sunrise Policy
  http://nic.nrw/assets/Uploads/dotNRW-Sunrise-Bedingungen.pdf (in German)
  http://nic.nrw/assets/Uploads/DotNRW-Sunrise-Policy.pdf (in English)
- Sunrise Dispute Resolution Policy:
  http://nic.nrw/assets/Uploads/dotNRW-SDRB.pdf (in German)
  http://nic.nrw/assets/Uploads/DotNRW-SDRP.pdf (in English)
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

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

Section .NRW.3. Launch rules

The .NRW domain name launch will occur in 2 phases: Sunrise,

and general opening.

The Sunrise phase will run from the 16th of December, 2014 to the 14th of February, 2015. General opening is scheduled for the 2nd of March, 2015. These dates are not definitive and are subject to change by the Registry.

Preregistrations during both the Sunrise 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 .NRW.4. Special requirements

.NRW special requirements are available at:
http://www.gandi.net/domain/nrw/info

.NRW domain names are open to :

-individuals with residence in the postal code area of the federal state of North Rhine-Westphalia; or
- individuals that have place of business in connection with self-employment or freelance work in the postal code area of the federal state of North Rhine-Westphalia; or
- entities that have place of business in the postal code area of the federal state of North Rhine-Westphalia

A real-time check of the postal code will be performed by the Registry at the time of the registration.

You are obliged to supply an individual or entity as administrative contact. The Admin-C is authorized to act in the name of and with full power of attorney for the registrant. There are no further rights and obligations of the Admin-C. Correspondence sent to the Admin-C by e-mail is deemed to have been delivered to the Registrant. If You are an individual resident, You are completely at liberty to assume the Admin-C function Yourself.

Section .NRW.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. You must also satisfy the eligibility requirements (see Section 4).

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.

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.nrw/assets/Uploads/DotNRW-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 (domain name granted to an other person during an auction, if a third party has successfully challenged the domain name registration …).

Section .NRW.6. "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 .NRW.7. Reserved names and premium domain names

Some words are reserved or prohibited:
-http://www.icann.org/en/about/agreements/registries/whoswho (specification 5. schedule of reserved names), such as:
I) domains needed to operate the Registry: NIC,WWW, RDDS, and WHOIS, and
II) domains which ICANN requires to be reserved (e.g ICANN, IANA, etc)
III) until further notice, domains on the "List of SLD's to Block" in accordance with the provisions of the ICANN New gTLD Collision Occurence Management Plan (available at : http://www.icann.org/en/about/agreements/registries/nrw) and
IV) until further notice ISO country codes (ISO-3166-1-code list)
-names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.
-the name of all governmental agencies of the State pf North Rhine-Westphalia and their official acronyms and established shortforms
-the names of certain companies from which the State of North Rhine-Westphalia holds at lest 50% of the shares or has a share on the profits of at least 50%

-the names of municipalities in North-Rhine-Westphalia
-the names of other corporate bodies under public law that are under survey of the State of North-Westphalia
-the names of German Federal Authorities and their official acronyms as well as prevalent short forms
-the names of religious groups under German public law
-the names of authorities of the European Union
-country names as listed in the ISO 3166-2 list

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 .NRW.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 **before the Expiration date**.

Section .NRW.9. Pricing

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

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

Section .NRW.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 accept that the Registry can access Your personal contact information and display it in the public Whois database.

Section .NRW.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 .NRW 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 .NRW.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.

You acknowledge that the following policies will apply:
- The Transfer Dispute Resolution Policy:
http://www.icann.org/en/help/dndr/tdrp

Section .NRW.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 .NRW.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 .NRW.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 acknowledge that:

- the information You submit to Gandi in connection with the Registration of the domain name is true, current, complete, accurate, and reliable, and You shall maintain, update and keep Your information true, current, complete, accurate and reliable by immediately notifiying Gandi of any change of Your information. We draw Your attention to the fact that if You provide inaccurate or out of date registration information it may lead the Registry to suspend and/or delete Your domain name;
- 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
- You agree to respond to and answer in a timely fashion to any communication or query from Gandi or the Registry regarding or seeking clarification of any of Your information.
- When You apply for a specific domain name You explictly warrant that this neither infringes upon third parties rights nor violates general statute, regulations or the Registry Policies. You further warrant that You are authorized to register and use the domain name, I.e among other points that You are not infringing any copyright, mark right, name or image right of any party.
- You must ensure that neither the use of the domain name or the content or services offered thereunder are likely to infringe third party rights or violate general statute, regulations or the Registry Policies

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 its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees according to the Rechtanwaltsvergutungsgesetz (RVG) or any other legislation or regulation that may be in force at the time and expenses arising

out of or relating to, for any reason whatsoever, Your domain name 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.

Section .NRW.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 comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (RFCs)
• to correct mistakes made by the Registry or any Registrar in connection with a domain name registration
• if required by a URS or a UDRP proceeding
• under the terms of the .NRW Registry Policies
• for the non-payment of fees to the Registry

If You are in breach of any term of the .NRW Registry Policies, the Registry is entitled (and without prejudice to the Registry's ability to take such steps as it considers appropriate pursuant to the .NRW Registry Policies) to instruct the Registrar to exercise any of the powers granted to the Registrar pursuant to the .NRW Registry Policies. Whether and to what extent the Registry instructs the Registrar to exercise any such power is a matter that the Registry may decide in its absolute discretion, but insofar as it is reasonably possible to do so it shall consult with the Registrar before issuing any such instruction to the Registrar.

The Registry is also entitled (but not obliged) in the following circumstances to reject a registration order or delete and/or deactivate a domain name or cancel a registration if:

-the registration application or registration of a domain name does not comply with the Registry Policies
-the domain name applied for is already registered or reserved (the Registry is authorized to exclude certain domain names from registration)
-this is necessary to protect the integrity and stability of the Registry system and/or the operation and/or the administration of the .NRW Top Level Domain
-it is necessary to protect the stability, security and functioning of third party networks in accordance with the regulations in "ICANN New gTLD Collision Occurence Management Plan" against serious disruption as a result of registering a specific domain name
-this is necessary to ensure the legality of the Registry's actions and/or compliance with a ruling by a competent court or competent authority, or
-avoid liability on the part of the Registry and the associated companies, managing directors, senior executives, staff and/or subcontractors

- end of annex .NRW-