ANNEX .NYC - SPECIAL CONDITIONS FOR THE .NYC TLD

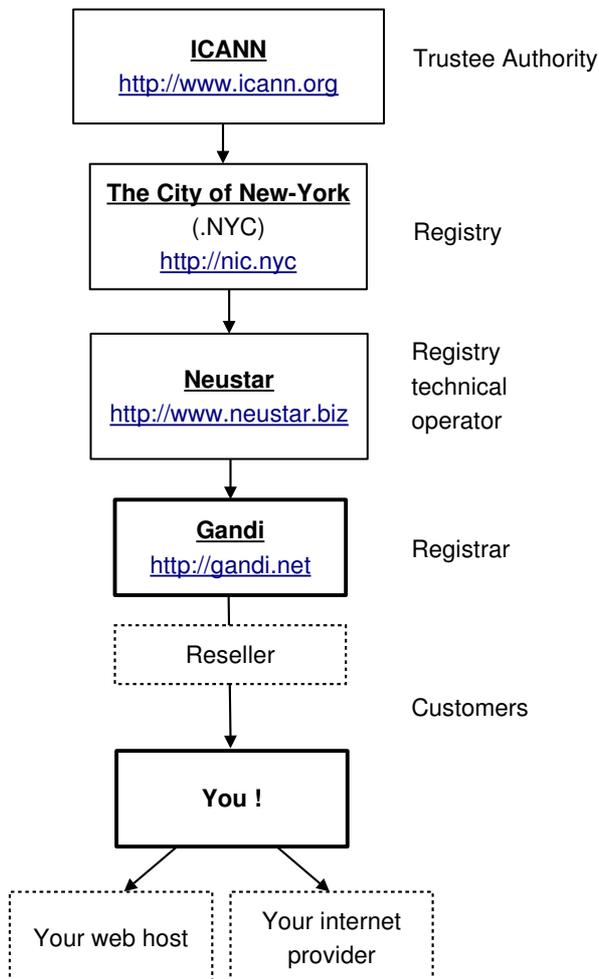*version 1.0 – April the 30th, 2014*

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

.NYC is a generic Top-Level-Domain (gTLD) which is aimed to New York City citizens and entities. Only individuals and entities having a substantive link and lawful connexion to the city are allowed to register a .NYC The following diagram presents the various parties involved for the .NYC TLD:

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

Section .NYC.2. Registration terms and conditions

When You apply to register a .NYC 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 .NYC domain names, as defined by ICANN and the City of New York and which may be viewed at the following pages:

- .NYC Startup Plan :
  http://myicann.force.com/SunriseAttachment?
  attachmentId=MDBQZDAwMDAwMEFGcG9wRUFF&mkt_tok=
  3RkMMJWWfF9wsRonvqnIe%2B
  %2FhmjTEU5z16uUsW6Kyhp541El3fuXBP2XqjvpVQctiPLvYD
  BceEJhqyQJxPr3BLNEN39F5RhfqDA%3D%3D
- .NYC Nexus Policy :
  http://www.nic.nyc/nexus-policy.html
- .NYC Acceptable Use Policy :
  http://www.nic.nyc/acceptable-use-policy.html
- .NYC Proxy Registration Policy
  http://www.nic.nyc/proxy-registration-policy.html
- .NYC Website Privacy Policy :
  http://www.nic.nyc/nyc-web-site-privacy-policy.html
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

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

Section .NYC.3. Launch rules

The .NYC domain name launch will occur in 4 phases: Sunrise for trademarks registered before the TMCH, Sunrise for City Government Affiliated, Landrush and general opening.

The Trademark Sunrise phase will run from the 5th of May to the 20th of June, 2014. The City Government-Affiliated Reserve List Sunrise will run from the 25th of June to the 31st of July. The

Landrush phase will run from the 4th of August to the 3rd of October. General opening is scheduled for the 8th of October. These dates are not definitive and are subject to change by the Registry.

Preregistrations during the Trademarks Sunrise, Sunrise for City Government Affiliated, the Landrush 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 .NYC.4. Special requirements

4.1 Eligibility requirements

.NYC special requirements are available at:
http://www.gandi.net/domain/nyc/info

.NYC domain names are restricted to the citizens and entities of New York City. Upon registration You must designate one of Your contacts (Owner, Admin or Tech) as the New York City contact which will be eligible to the criteria set by the Registry.

A registrant must be either :
• a natural person whose primary place of domicile is a valid physical address in the city of New York,
• an entity or organization that has a physical street address in the city of New York.

You must also agree that You are in compliance with all relevant Federal, New York State and New York City laws, including the tax requirements for conducting business via the Internet. You may find more information about compliance with the City tax laws at the City of New York Department of Finance's website.

You must remain in compliance with the applicable Nexus Category for the entire period of Your domain name's registration.

You also certify that You satisfy the Nexus Policy of the .NYC Registry.

Neither P.O boxes nor trustees are accepted.

A verification process will be made by the .NYC Registry once the domain will be registered as well as post registration spot checks in order to assess the accurateness of the address provided. A third party complaint tool will be available on the main .nyc website to submit complaints for Whois inaccuracy.

4.2 Verification by the .NYC Registry:

The .NYC Registry will perform real time verification to ensure that the NYC contact address is a valid address in one of the five New York City boroughs.

In addition there will be additional post registration spot checks.

-a random post-registration check can be made or
-an investigation following a complaint received from a third party

In the event the .NYC Registry determines that You have not met the eligibility criteria, Your domain name will be locked. An e-mail will be sent to You requiring to submit evidences that You are in fact compliant with the eligibility criteria.

a) If the determination was made by the .NYC Registry as a result of a random spot check, You shall be provided thirty calendar days to submit evidence of compliance with the eligibility criteria. If within that 30-day period You are not able to demonstrate Your compliance, then the .NYC Registry shall make an initial determination that You are not in fact in compliance with the eligibility criteria and shall give You a period of thirty calendar days to cure the deficiency. Failure to remedy the deficiency within the cure period shall result in the immediate deletion of the domain name without refund.

b) If the determination was made by the .NYC Registry as a result of a third party complaint, You shall be given 10 calendar days to provide evidence of compliance with the eligibility criteria. If within that 10-day period You are able to demonstrate Your compliance, the complaint shall be dismissed. If You are unable to demonstrate Your compliance, then the .NYC Registry shall make an initial determination that You are in fact not in compliance with the eligibility criteria and shall give you a period of 10 calendar days to cure the deficiency. Failure to remedy the deficiency result in the immediate deletion of the domain name without refund.

Section .NYC.5. Trademarks 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:
  http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEFGcG9wRUFE (page 15).

Domain names listed on the ICANN block list (ICANN's SLD Name Collision block list) which You may find at the following page:
http://www.icann.org/sites/default/files/tlds/nyc/nyc-apd-list-12nov13-en.csv are available for registration during the Sunrise period but will be activated when ICANN will authorize their registration.

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, and for which the National Arbitration Forum (NAF) has been appointed as a provider, that You agree fully abide by:
http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEFGcG9wRUFE&mkt_tok=3RkMMJWWfF9wsRonvqnIe%2B%2FhmjTEU5z16uUsW6Kyhp541El3fuXBP2XqjvpVQctiPLvYDBceEJhqyQJxPr3BLNEN39F5RhfqDA%3D%3D

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, failure to provide a valid New York City physical address, "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 .NYC.6. City Government-Affiliated Reserve List Sunrise

6.3 Eligibility rules:

Before the Landrush a registration period is open by the .NYC Registry where certain domain names are reserved by New York City to qualified New York City government affiliated agencies, organizations and entities.

A reserved list with all the City Government Affiliated names will be made available on the NYC main website.

6.2 Allocation rules

All domain names registered during this period must be registered by You provided You have been validated by the New York City Government to receive such domain names. In addition, all names registered shall be included in ICANN's mandatory trademark claims process.

During the City Government Affiliated Phase, any name that found on the .NYC SLD block list, found at http://www.icann.org/sites/default/files/tlds/nyc/nyc-apd-list-12nov13-en.csv will be available for registration, but cannot be activated in the DNS until ICANN permits.

6.3. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, failure to provide a valid New York City physical address,...) or if the domain name is not granted to You (if a third party has successfully challenged the domain name registration …).

Section .NYC.7. Landrush

The Landrush period is open to anyone provided the eligibility criteria of the .NYC are met and takes place before the General Availability.

7.1 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 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: http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEFGcG9wRUFE.

7.2. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, failure to provide a valid New York City physical address, …) 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 .NYC.8. "Trademark Claim Notice" period

In accordance with ICANN rules, during the City Government Affiliated Phase, the Landrush period and 90 days upon the 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, the third parties that are the owners of/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 .NYC.9. Reserved names and premium domain names

Some words are reserved or prohibited:
-http://www.icann.org/en/about/agreements/registries/nyc (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.

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 .NYC.10. Registration term

The registration term is 1 year for requests made during the two different Sunrise periods and the Landrush, 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 .NYC.11. Pricing

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

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

Section .NYC.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.

In addition, You consent to the collection, use, processing and/or disclosure of Your personal information in the United States in accordance with the .NYC Privacy Policies displayed above and posted on the .NYC website. You accept that the .NYC Registry

can access Your personal contact information in order to display it in the public Whois database.

The .NYC Registry may receive personal information about residents of the European Union and Switzerland in the course of providing .NYC Registry services. Its handling of such information complies with the U.S -EU Safe Harbor framework and the U.S-Swiss Safe Harbor framework as administered by the U.S Department of Commerce, and .NYC Registry have certified their adherence to the Safe Harbor principles of notice, choice, onward transfer, security, data integrity, access and enforcement. Additional information about the Safe Harbor programs is available at : http://www.export.gov/safeharbor

Section .NYC.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 .NYC domains, that You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of these special conditions.

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

A tool will be available on the Registry website to file a complaint against a .NYC domain name in order to challenge the compliance to eligibility criteria of the domain name. This mechanism is called Nexus Dispute Resolution Policy.

Section .NYC.14. 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 may not license, sub-delegate or otherwise transfer .NYC domain names to third parties that otherwise fail to meet the requirements of the Nexus Policy displayed above.

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

Section .NYC.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 .NYC.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 .NYC.17. Registrant representations and guarantees

By submitting a registration or modification request You acknowledge that:

- Your request must contain true, correct, up-to-date and information,
- You commit Yourself to have the authority to enter into the present agreement,
- You have to accept and abide by the rules and policies enacted by the Registry and the .NYC nexus policies.

In addition, by submitting a request during the Sunrise period, You acknowledge that the Registry and/or its agents are authorized to share information relating to Your request to TMCH, other Sunrise applicants, and/or any third party.

In any case, You acknowledge and agree that distributing malware, or engaging in malicious hacking, bot-netting, pharming, fast flux hosting, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, illegal sell or distribution of pharmaceuticals, promotion of spam, violation of privacy or publicity rights, 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 to the maximum extent permitted by law, defend and hold harmless the Registry, its affiliates and service providers, and each of their respective directors, owners, officers, employees, contractors, and agents, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out or relating to Your use, operation, registration of any domain name in the .NYC. 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 .NYC.18. 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 enforce the rules and policies established by the Registry and ICANN each as amended from time to time,
• to protect the integrity and stability of the .NYC Registry, its operations and the .NYC TLD, the DNS or the global Internet, or any of its Registrar partners,
• that is not accompanied by complete, accurate, and up-to-date information, or where required information is not updated or corrected, as required by the rules and policies established by the Registry and ICANN,
• for violation of the present contract or the rules established by the Registry or ICANN,
• to protect the integrity and stability of the domain names system,
• to comply with applicable laws, regulations, holding, order, or decision issued by a Court, administrative authority, or dispute resolution service provider with jurisdiction over the .NYC or You,
• You agree to submit to proceedings commenced under the Uniform Dispute Resolution Policy (UDRP) and the Uniform Rapid Suspension Service (URS). You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and You hereby release the .NYC Registry its affiliates and service providers from any and all direct or indirect liability associated with such dispute resolution processes,
• to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders,
• to correct mistakes made by the .NYC Registry or any Registrar in connection to the registration of a domain name,
• as otherwise provided in the terms and conditions and the contracts of the Registry.

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

In addition, in the context of registration during the Sunrise period, You expressly acknowledge and accept that the Registry shall be entitled, but not obligated, to reject Your request or to delete, suspend, or transfer to a third party Your domain name if the Registry receives notice that Your "SMD" file is under dispute.

- end of annex .NYC -