ANNEX .OSAKA - SPECIAL CONDITIONS FOR THE .OSAKA TLD

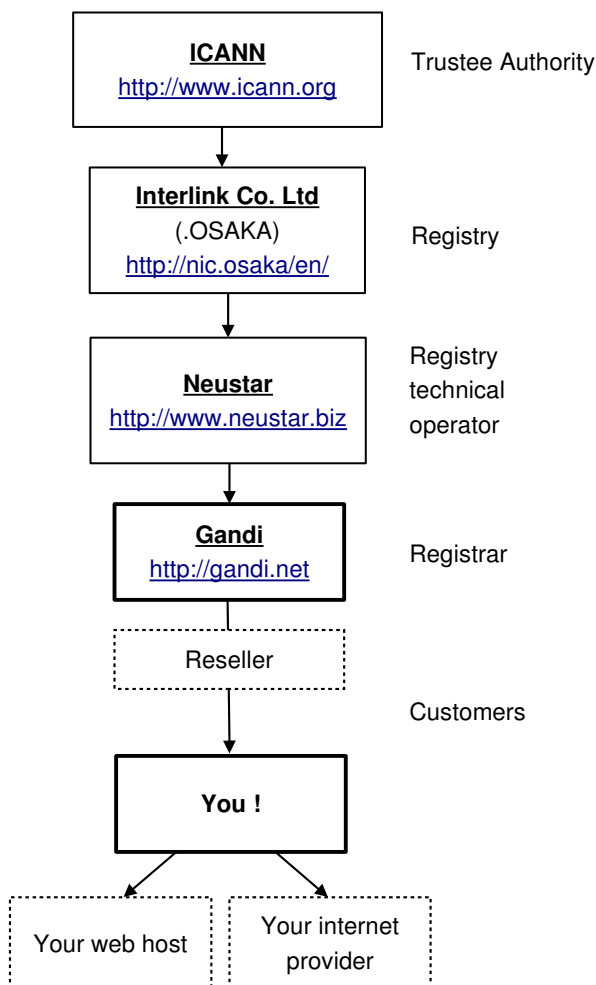*version 1.0 – February the 9th, 2015*

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

.OSAKA is a generic Top-Level-Domain (gTLD) which aims to promote the Osaka Community. The following diagram presents the various parties involved for the .OSAKA TLD:

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

Section .OSAKA.2. Registration terms and conditions

When You apply to register a .OSAKA 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 .OSAKA domain names, as defined by ICANN and Interlink Co. Ltd and which may be viewed at the following pages:

- Sunrise Registration Policy
  http://nic.osaka/en/legal/sunrise-registration-policy/
- Sunrise Dispute Resolution Policy :
  http://nic.osaka/en/legal/sunrise-dispute-resolution-policy/
- Landrush and Claims Registration Policy:
  http://nic.osaka/en/legal/landrush-and-claims-registration-policy/
- Acceptable Use Policy :
  http://nic.osaka/en/legal/registration-terms-and-conditions/
- Nexus Policy :
  http://nic.osaka/en/legal/nexus-policy/
- Privacy Policy :
  http://nic.osaka/en/legal/privacy-policy/
- Whois Access Policy :
  http://nic.osaka/en/legal/whois-access-policy/
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

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

Section .OSAKA.3. Launch rules

The .OSAKA domain name launch will occur in 3 phases: Sunrise, Landrush and general opening.

The Sunrise phase will run from the 9th of February to the 11th of March, 2015. The Landrush phase will run from the 19th of March to the 31st of March, 2015. General opening is scheduled for the 1st of April, 2015. These dates are not definitive and are subject to change by the Registry.

Preregistrations during both the Sunrise, 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 .OSAKA.4. Special requirements

.OSAKA special requirements are available at:
http://www.gandi.net/domain/osaka/info

.OSAKA domain names are open to anyone that meet at least one of the following criteria:

-Osaka municipalities and local governments
-Public and private institutions in Osaka area
-Organizations, companies, and other businesses/ entities in Osaka
-Residents of Osaka
-Others who have a legitimate purpose for registering and using a ".OSAKA" domain

To register or renew a .OSAKA domain name, You must be an individual or legal entity with a bona fide presence in the Osaka area of Japan at the time of registration and therafter; in other words, You must ensure that You remain in compliance with the Nexus requirements at all times. You must be able to prove one or more of the criteria set forth above are satisfied.

Section .OSAKA.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 reviewed on a "first-come first-served" basis.

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.osaka/en/legal/sunrise-dispute-resolution-policy/

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 a third party has successfully challenged the domain name registration, …).

Section .OSAKA.6. Landrush

The Registry will offer a Landrush period in which any interested party will be permitted to submit one or more applications to purchase .OSAKA domains.

6.1 Eligibility rules

Only registrants that meet the criteria highlighted at the article 4 can register a .OSAKA.

6.2 Allocation rules

Landrush applications are reviewed on a "first-come first-served" basis.

When a domain name is allocated to You in the Landrush period, the third parties that are the owners of an identical mark registered within TMCH are notified of Your registration.

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, …) or if the domain name is not granted to You (if a third party has successfully challenged the domain name registration, …).

Section .OSAKA.7. "Trademark Claim Notice" period

In accordance with ICANN rules, during the Landrush period and 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 .OSAKA.8. Reserved names and premium domain names

Some words are reserved or prohibited:
-http://www.icann.org/en/about/agreements/registries/osaka
(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 .OSAKA.9. Registration term

The registration term is 1 year for requests made during the Sunrise period 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 .OSAKA.10. Pricing

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

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

Section .OSAKA.11. 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.

You also give Your consent to the use, copying, distribution, publication, modification and other processing of Your personal data by the Registry and its designees and agents.

Section .OSAKA.12. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .OSAKA 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 .OSAKA.13. 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 .OSAKA.14. 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 .OSAKA.15. 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 .OSAKA.16. 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:

- You have the authority to make register the domain
- You meet the Nexus Requirement (Eligibility Requirements)
- You have provided current, complete, and accurate information in connection with Your registration, and will correct and update information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration or reservation
- any information You may have provided to the TMCH Sunrise and Claims Operator is true and correct
- where the domain registration relates to a Sunrise period, to the best of Your knowledge the requested label is a trademark Match to the Validated Mark
- You understand and acknowledge the requested label is a Trademark match to the Validated Mark
- You understand and acknowledge that the act of submitting an application for a domain name in no way guarantees that domain name will be allocated
- You acknowledge and agree to abide by all Registry Policies set forth on the Registry's website located at http://nic.osaka
- You will not use that registration for any illegal purposes, including and without limitation, to:
  → distribute malware or engage in malicious hacking, bot-nets, pharming, phishing, fast flux hosting, or other fraudulent or deceptive practices
  → use, promote, encourage the promotion of, or distribute child abuse images or engage in the exploitation of minors in any ways;
  → display pornographic, vulgar, or highly objectionable content
  → infringe the intellectual property rights of any other person or entity including, without limitation, counterfeiting, piracy or trademark or copyright infringement
  → impersonate any person or entity, or submit information on behalf of any other person or entity, without their express prior written consent
  → violate the privacy or publicity of rights of any other person or entity;
  → interfere with the operation of .OSAKA or services offered by Registry

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.

You commit Yourself to indemnify, defend and hold harmless Registry Operator and its subcontractors, and the directors, officers, employees, affiliates 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 You domain name registration. This indemnification obligation survive the termination or expiration of this agreement.

Section .OSAKA.17. 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 Registry Policies and ICANN requirements, each as amended from time to time;
- that is not accompanied by complete and accurate information, or where required, information is not updated or corrected, as required by ICANN Requirements or Registry Policies
- To protect the integrity and stability of the operation or management of the Registry
- To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes
- 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 or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors and stockholders;
- to correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration

- If the Registry receives notice that the SMD file is under dispute or,
- As otherwise provided in the Registrar terms and conditions or Registry-Registrar agreement

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

You also agree to be bound by the Terms and Conditions of the initial launch of the Registry TLD, including without limitation the Sunrise Period, Landrush period, the Sunrise Dispute Resolution Policy, and further to acknowledge that the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Landrush period, including without limitation:

(a) Your ability or inability to obtain a registered domain name during these periods

(b) the results of any dispute over a sunrise registration

- end of annex .OSAKA -