ANNEX .OSAKA - SPECIAL CONDITIONS FOR THE .OSAKA TLD
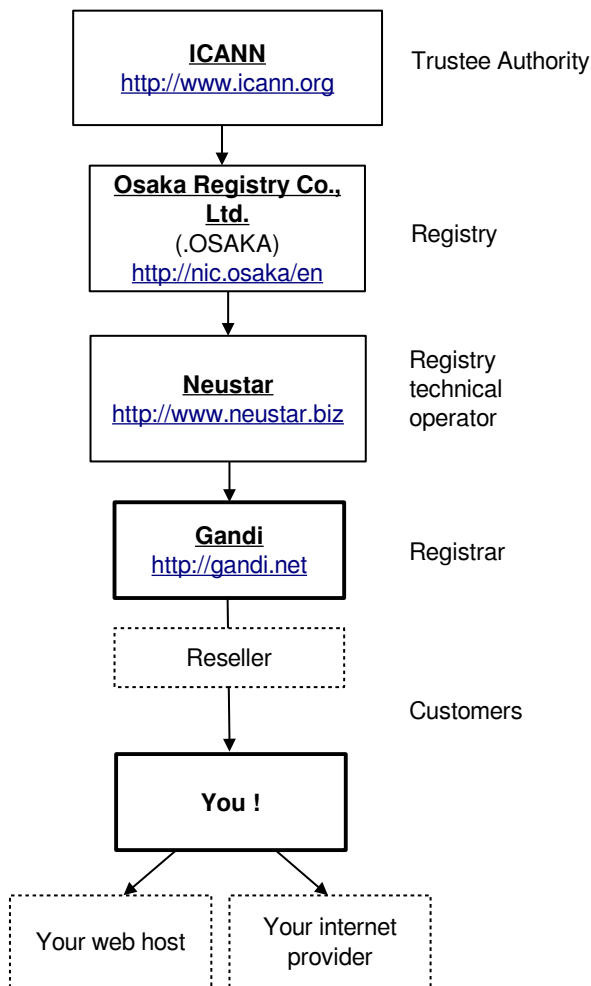
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In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .OSAKA domain name implies the acceptance of and compliance to the present special conditions contained herein.

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.

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 Osaka Registry Co., Ltd. and which may be viewed at the following pages:

• Nexus Policy :
  http://nic.osaka/en/legal/nexus-policy/

• Acceptable Use Policy :
  http://nic.osaka/en/legal/registration-terms-and-conditions/
• 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. 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 thereafter; 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.4. "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.

Section .OSAKA.5. Reserved names and premium domain names

Some words are reserved or prohibited, in particular:
-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.

Section .OSAKA.6. Registration term

The registration term is from 1 to 10 years. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

Section .OSAKA.7. 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.8. 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.9. 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.10. 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.11. 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.12. 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.13. Registrant representations and guarantees

By submitting a registration or modification request You acknowledge that:

• You have the authority to register the domain name,
• You meet the Nexus Requirements (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 the registration,
• 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 domain name correspond to the validated trademark with TMCH,
• 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 Your domain name 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.

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.14. 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:
- Your ability or inability to obtain a registered domain name during these periods,
- the results of any dispute over a sunrise registration.

- end of annex .OSAKA -