

ANNEX .PARIS - SPECIAL CONDITIONS FOR THE .PARIS TLD

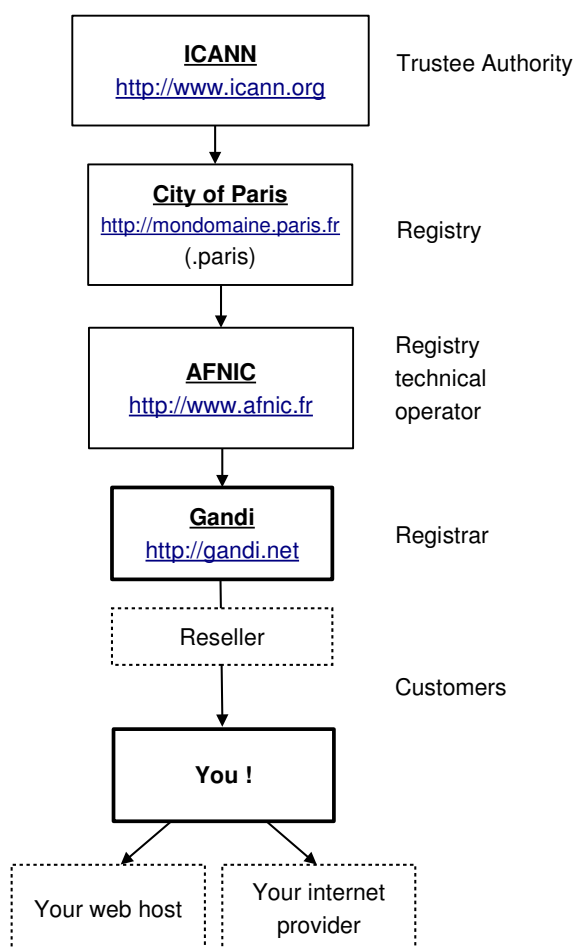
version 1.1 – September the 8th, 2014

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .PARIS 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 .PARIS.1. Trustee authority and Registry

.PARIS is a geographical extension to promote the city of Paris and the Île-de-France area. The following diagram presents the various parties involved for the .PARIS TLD:



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

Section .PARIS.2. Registration terms and conditions

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

- .PARIS registration policy attached
- .PARIS launch policy attached
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

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

You acknowledge that the Registry is a third party beneficiary of the present contract entitled to enforce its rights vested by the present contract. The third party beneficiary rights of the Registry shall survive any termination of the present contract.

Section .PARIS.3. Launch rules

The .PARIS domain name launch will occur in several phases:

- Sunrise reserved to the owners of trademarks registered with TMCH,
- limited registration period reserved to the Île-de-France area public administrations,
- limited registration period reserved to the owners of French trademarks and geographical indications,
- limited registration period reserved to companies and associations,
- Landrush,
- general opening.

The TMCH Sunrise, limited registration and Landrush phases will run from September 9th 2014 to November 11st 2014. General opening is scheduled for December 2nd 2014. These dates are not definitive and are subject to change by the Registry.

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

Section .PARIS.4. Special requirements

.PARIS special requirements are available at:

<http://www.gandi.net/domain/paris/info>

.PARIS domain names are open to individuals and legal persons with bona fide presence in the Île-de-France area at the time of registration and thereafter.

You must be able to demonstrate that:

- You are a resident of the Île-de-France area, or
- You pursue professional, personal, commercial or cultural activities in the Île-de-France area, or
- You have any other direct or indirect nexus with the Île-de-France area.

If You do not meet the eligibility conditions of a .PARIS, the Registry may reject or cancel Your registration request, or delete Your domain name, without You being entitled to any reimbursement or compensation.

Section .PARIS.5. Launch phases

The .PARIS Registry has established 5 launch phases that will run simultaneously. The registration requests will be not reviewed on a “first-come first-served” basis, they will be considered as having arrived at the same time. The domain names will be allocated at the end of launch period according to the hierarchy of priority status of each phase and the applicable allocation rules. Thus, the requests of each phase will be completely allocated before any name on the next phase is allocated.

The Registry may request You the provision of documents that prove Your eligibility to the registration of a domain name during one of the launch phases. If You do not provide the documents required within the given deadline or if the documents provided are insufficient, the Registry will be entitled to reject Your request.

The different launch phases are the following, according to their priority order:

5.1 TMCH Sunrise

Eligibility

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 TMCH 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.

Allocation

Applications eligible under the TMCH Sunrise period will be allocated with priority over any other applications.

If there is more than one eligible application for the same name, the domain name will be allocated under the following criteria:

- applications based on French trademarks will have priority:
 - French trademarks registered with INPI, the French trademark office,
 - Community trademarks registered with OHIM,
 - International trademarks registered with WIPO designating France, according to the Madrid system,
- if there is more than one eligible application for the same name applied by different holders of French trademarks, or exclusively by holders of non-local trademarks, the application based on the oldest registered trademark will prevail,
- if the conflicting trademarks were registered on the same day, the successful applicant will be determined by auction.

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

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 TMCH Sunrise period must be submitted in accordance with the dispute resolution procedure established by the Registry that You agree fully abide by:

<http://myicann.secure.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEJCWVU4RUFQ>

5.2 Limited registration period reserved to the Île-de-France area public administrations

Eligibility

This phase is reserved only to public authorities with competences over the Île-de-France area: international, national, regional, local and municipal authorities and other governmental departments, as well as other public institutions or appropriate entities under French law (like agencies consortiums, commissions, and other administrative divisions) of the Île-de-France area, or having competences over it.

During this phase public authorities may register the following names:

- name of public authorities referred above, including any clear variations and abbreviations thereof (e.g. acronyms) and other terms in common use to describe them,
- names of public services for which public authorities referred above have specific responsibilities,
- geographical names for any subdivision of the Île-de-France area (e.g. departments, districts, neighborhoods cantons, streets...), its monuments, symbols, local landmarks, or other locally-relevant and iconic names in the Île-de-France area over which the public authorities referred above are the relevant authority according to French law, including variations and abbreviations thereof.

The requests can be made with Gandi by choosing the “Sunrise” phase during Your registration procedure.

Allocation

The eligible names under this phase will be allocated with lesser priority than the eligible names in TMCH Sunrise period, but with priority over any registration in other launch phases.

If there is more than one application for the same name under this phase, the applications of the City of Paris will have priority over the applications of other public authorities.

If there is more than one application for the same name applied for by public authorities other than the City of Paris, the domain name will be allocated under the following procedures:

- agreement between contenders,
- mediation or random selection, if all contenders agree to follow these procedures,
- auction, as last resort.

Dispute resolution

Allocations and rejections of domain names under this phase will be able to be challenged through the public administrations limited registration period dispute resolution policy as will be available on the Registry website.

5.3 Limited registration period reserved to the owners of French trademarks and geographical indications

Eligibility

Only the following persons are eligible during this phase:

- owners, licensees or assignees of trademarks non registered with TMCH, including:
 - French trademarks registered with INPI, the French trademark office,
 - Community trademarks registered with OHIM,
 - International trademarks registered with WIPO designating France, according to the Madrid system, and
- holders of French geographical indications recognized by International treaties, EU regulations and French legislation.

Domain names that can be registered during this phase must correspond to the trademark or the geographical indication of the applicant.

The requests can be made with Gandi by choosing the “Sunrise” phase during Your registration procedure.

Allocation

Applications eligible under this phase will be allocated with less priority than eligible applications during the TMCH Sunrise and the public administrations limited registration phases, but with priority over any other applications.

If there is more than one eligible application for the same name, the application based on the oldest registered right, trademarks or geographic indications, will prevail.

If the conflicting rights, trademarks or geographic indications, were registered on the same day, the successful applicant will be determined by auction.

Dispute resolution

Allocations and rejections of domain names under this phase may be challenged through the dispute resolution policy for the limited registration period reserved to the owners of French trademarks and geographical indications established by the Registry Policy, as will be available on the Registry website.

5.4. Limited registration period reserved to companies and associations

During this phase, companies and associations with legal seat or place of business in the Île-de-France area, are eligible to the registration of the following names:

- their corporate names, trade names and DBA names, including variations and/or abbreviations thereof,
- their non-for-profit legal entities registered names, including variations and/or abbreviations thereof.

The requests can be made with Gandi by choosing the “Sunrise” phase during Your registration procedure.

Allocation

Applications eligible under this phase will be allocated with priority over eligible Landrush applications.

Should there be more than one eligible application for the same domain in this phase, the domain name will be allocated through an auction process.

Dispute resolution

Allocations and rejections of domain names under this phase may be challenged through the dispute resolution for other rights limited registration period established by the Registry, as will be available on the Registry website.

5.5. Landrush

Eligibility

The Landrush period is open to any person that is eligible to the registration of a .PARIS.

Allocation

Applications eligible under this phase will be allocated with priority over applications made for the general availability.

Should there be more than one eligible application for the same domain in this phase the domain name will be allocated through an auction process.

Section .PARIS.6. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application during one of the launch phases is rejected or canceled (eligibility criteria not met, “SMD” file invalid or revoked, documents not provided or insufficient ...) or if the domain name is not granted to You (domain name granted to an other person under allocation rules established by the Registry, if a third party has successfully challenged the domain name registration ...), unless in case of refund by the Registry.

Section .PARIS.7. “Trademark Claim Notice” period

In accordance with ICANN rules, during the limited registration period reserved to the Île-de-France area public administrations, the limited registration period reserved to the owners of French trademarks and geographical indications, the limited registration period reserved to companies and associations, the Landrush period and at least 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 .PARIS.8. Reserved names and premium domain names

Some words are reserved or prohibited, in particular:

- in accordance with agreement between ICANN and the Registry (specification 5. schedule of reserved names): <http://www.icann.org/en/about/agreements/registries/paris>
- geographical names for any subdivision of the Île-de-France area, its monuments, symbols, local landmarks, or other locally-relevant and iconic names in the Île-de-France area, including the variations and abbreviations thereof, must not be registered without permission from the City of Paris,
- names of public authorities at any level, including any variations and abbreviations thereof, or other terms in common use to describe them, as well as names directly or indirectly related to a public service for which public authorities in the Île-de-France area have specific responsibilities (these include at least the following services: public order and public safety, public affairs and institutional relations, public health, taxation, economic development and promotion, transportation, urban planning and environmental protection, culture and education, citizen participation and tourism) are reserved to these public authorities,
- 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 notified 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 .PARIS.9. Registration term

The registration term is 1 year for requests made during launch phases, 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 .PARIS.10. Pricing

Our prices may be viewed at:

<https://www.gandi.net/domain/price/detail/paris>

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

Section .PARIS.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.

Section .PARIS.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 .PARIS 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 Registry has also adopted the ERDRP procedure (Eligibility Restrictions Dispute Resolution Procedure) which sets out the terms and conditions in connection with any challenge to a decision made by the City of Paris concerning the eligibility to register .PARIS domain names.

The Registry has also established a CRDRP procedure (Compliance Reconsideration Dispute Resolution Procedure) in which You may challenge the Registry decision of any lack of compliance, either in relation to Registry registration policy or to data inaccuracy.

Section .PARIS.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 .PARIS.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 .PARIS.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 .PARIS.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.

You acknowledge that:

- You are fully responsible to the registration and use of Your domain name,
- You commit Yourself to indemnify and hold harmless, to the extent permitted by law, the Registry, as well as its officers, directors, employees and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating in any way to the registration and/or the use of 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.

Section .PARIS.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 modify the status of a domain name during a dispute resolution procedure or a verification procedure, and to reject, modify, cancel or transfer to a third party a domain name:

- to protect the integrity and stability of Registry or the domain names system,
- to comply with all applicable laws and regulations, or in accordance with any dispute resolution procedure,
- to avoid any liability on the part of the Registry, its affiliates, members, subsidiaries, officers, directors, and employees,
- to stop or avoid any breach of the Registry rules or of the present contract,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- to enforce ICANN policies and/or Registry policies.

- end of annex .PARIS -

.paris Registration Policy



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Introduction

This Registration Policy sets forth the terms and conditions which govern the registration of .paris domain names. In this Registration Policy:

- a. **"Registrant"**, **"You"** and **"Your"** refer to the individual or corporate entity which applies for or wishes to register a .paris domain name.
- b. **"Registry Operator"**, **"Registry"**, **"We"**, **"Us"** and **"Our"** refer to the City of Paris, as the body responsible for operating the .paris Top Level Domain.
- c. **"ICANN"** means the Internet Corporation for Assigned Names and Numbers.

1. Acceptance of this Registration Policy

- 1.1 By applying to register a .paris domain name, or by asking to renew Your domain name, You agree to be legally bound by:
 - a. This Registration Policy set forth by the City of Paris, regularly updated by the latter;
 - b. The Registration Agreement provided by the sponsoring Registrar through which You applied for a .paris domain name; and
 - c. Any other policies mandated by ICANN and regularly updated by the latter.
- 1.2 You shall be solely liable for compliance of the registration and use of Your .paris domain name in accordance with the documents mentioned above.
- 1.3 We cannot guarantee that You will obtain the domain name requested, even if an inquiry indicates that such domain name is available at the time of Your application.

2. Registration of Your .paris domain name

2.1 Eligibility conditions

2.1.1 Nexus with the .paris Community

To register and renew a .paris domain name, You must be an individual or legal entity with a bona fide presence in the Greater area of Paris at the time of

registration and thereafter.

In practice, You must be able to demonstrate either:

- a. That You are a resident in the Greater area of Paris, or
- b. That You pursue professional, personal, commercial or cultural activities in the Greater area of Paris, or
- c. That You have any other direct or indirect nexus with the Greater area of Paris.

2.1.2 Geographic Names

Without permission from the City of Paris, You must not register geographical names for any subdivision of the Greater area of Paris, its monuments, symbols, local landmarks, or other locally-relevant and iconic names in the Greater area of Paris, including the variations and abbreviations thereof.

2.1.3 Names of Public Authorities and Public Services.

You must not register:

- a. Names of Public Authorities at any level, including any variations and abbreviations thereof, or other terms in common use to describe them; or
- b. Names directly or indirectly related to a public service for which Public Authorities in the Greater area of Paris have specific responsibilities. These include at least the following services: public order and public safety, public affairs and institutional relations, public health, taxation, economic development and promotion, transportation, urban planning and environmental protection, culture and education, citizen participation and tourism.

The registration of these domain names is reserved for the aforementioned Public Authorities.

2.2 "First come, first served" rule

Unless otherwise provided for in certain registration phases, the registration of domain names under the .paris top-level domain is handled on a "First come, first served" basis, i.e. Registrar requests are processed in chronological order of receipt.

2.3 Syntactic rules

Your .paris domain name shall be in accordance with the syntactic standards established by ICANN and the City of Paris.

Your domain name should in particular contain 3 to 63 characters.

Numbers, letters, hyphens, and all of the characters used in the French language are accepted, with the exception of accented and special characters.

2.4 Reserved names

The Registry Operator can, and, under certain conditions, is required to exclude certain .paris domain names from registration.

2.4.1 Names reserved as required by ICANN

ICANN provides a list of reserved domain name categories that the Registry Operator must exclude from registration, except under certain conditions. These conditions are described in Specification 5 of the Registry Agreement.

2.4.2 Names reserved by the Registry Operator

We reserve, at Our sole discretion:

- a. the ability to make certain domain names unavailable for registration, or only allow them to be assigned under certain conditions.
- b. the right to determine the time and conditions under which said domain names may be registered and/or how they may be used.
- c. the right to publish or not to publish the list of reserved terms.

3. Use of Your .paris domain name

- a. You are solely liable for the use and operation of Your domain name.
- b. You will ensure that the use of Your .paris domain name:
 - i. is generally accepted as legitimate; and
 - ii. serves the interests of the Greater area of Paris; and
 - iii. is commensurated to the role and importance of the domain in question,
 - iv. is based on good faith at the time of registration and thereafter.

Names which do not meet these requirements include, among others, those whose use may:

- * mislead or deceive the public, for instance the geographical place to which the domain refers or the official nature of its origin.
- * profit from the reputation of a brand or from any other recognized right to the name in question or to a related name, by causing confusion in the public's mind.

c. Furthermore, You undertake not to:

- i. use Your .paris domain name in violation of any rights of third-parties, including intellectual property rights.
- ii. use Your .paris domain name to offer third level domain name registrations to third parties as a commercial Registry Operator type service.
- iii. use Your .paris domain name to send unsolicited commercial advertisements in contradiction with the applicable legislation.
- iv. distribute malware, abusively operate botnets, resort to phishing, piracy, violate intellectual property rights, use fraudulent or deceptive practices, counterfeit, or otherwise engage in any activity contrary to any applicable law.
- v. use your .paris domain name for the sole purpose of selling it, reselling it or transferring it in some manner to applicants. Furthermore, You will not enable, contribute or willingly aid any third party to do so.
- vi. use Your .paris domain name in a manner that may damage or bring into disrepute the name, image or reputation of the City of Paris, its partners and/or the .paris Community.

4. Registry's rights and compliance

4.1 We reserve the right, at Our sole discretion, to:

- a. deny or cancel the registration of any .paris domain name in violation of the eligibility requirements set forth in article 2.1 above (i.e. lack of Community Nexus); and to
- b. suspend and/or cancel any .paris domain name registration whose Registrant no longer complies with the .paris eligibility

criteria as required in article 2.1.

Our decision to grant, deny and/or suspend the registration of Your .paris domain name under this article may be challenged through the .paris Eligibility Restrictions Dispute Resolution Procedure ("ERDRP").

- 4.2 We reserve the right, at Our sole discretion, to deny, suspend and/or cancel the registration of Your .paris domain name if:
- a. You fail to follow this Registration Policy, with particular respect to the provisions of article 3;
 - b. You provide inaccurate Contact Information, or fail to update it;

If We determine any lack of compliance, either in relation to this Registration Policy or to data accuracy, You will be contacted to clarify/correct the situation. If said lack of compliance is not solved within thirty (30) days, Your domain name will be suspended for at least thirty (30) days, in which You may challenge Our decision of lack of compliance of your domain name pursuant the Compliance Reconsideration Dispute Resolution Procedure ("**CRDRP**").

Unless the lack of compliance is corrected by this deadline, Your .paris domain name may continue to be suspended and/or may be cancelled. In case of suspension and/or cancellation of your .paris domain name under this article, You will not be reimbursed any registry fees.

4.3 We also reserve the right to deny, suspend, modify the status, cancel and/or transfer any registration that We deem necessary:

- i. to protect the integrity, security, and stability or the .paris registry;
- ii. to avoid any liability on the part of the City of Paris, its agents, officers, directors, representatives and employees;
- iii. to comply with all applicable laws and regulations, or with any dispute resolution process;
- iv. to comply with any order from a Court of competent jurisdiction.

5. Dispute resolution

You adhere and agree to comply with all ICANN and City of Paris policies and procedures for resolution of disputes concerning Your .paris domain name. You agree in particular to submit to the following Dispute Resolution Policies:

- a. The Uniform Domain Name Dispute Resolution Policy ("**UDRP**") adopted by ICANN, which can be found at <http://www.icann.org/en/help/dndr/udrp/policy> and is incorporated into this Registration Policy by reference. Any third-party challenge to Your .paris domain name registration following UDRP Proceedings will be conducted according to the Rules available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.
- b. The Uniform Rapid Suspension ("**URS**") Policy and URS Procedure adopted by ICANN, which can be found at <http://newgtlds.icann.org/en/applicants/urs>, as well as to any other dispute policies that may be mandated by ICANN; and
- c. The .paris Eligibility Restrictions Dispute Resolution Procedure ("**ERDRP**"), which sets out the terms and conditions in connection with any challenge to a decision made by the City of Paris concerning the eligibility to register .paris domain names.

6. Accuracy of Your contact information

- 6.1 You will provide all the required information to register the domain name, as well as complete and accurate contact details from individuals or corporate entities associated with the domain name records, as required by the registration process, including :
 - a. Your full name and/or the name of your organization, postal address, e-mail address, voice telephone number, and (where available) fax number;
 - b. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the registered name;
 - c. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the registered name; and

All of the data referred to in this Section 6.1 shall be referred to as "**Contact Information**". Providing Contact Information is mandatory in order to register a domain name.

- 6.2 You shall immediately correct and update the Contact Information during the term of the domain name registration.

7. Protection of Your personal data

- 7.1 The City of Paris will collect Your Contact Information from the sponsoring Registrars for the purposes of registering and maintaining Your .paris domain name.

You agree that Your Contact Information will be:

- a. Processed by the City of Paris to provide registry services, as required by ICANN;
 - b. Made publicly available through the Whois database service, via which the Contact Information can be consulted by anybody with access to the Internet;
 - c. Sent to a Data escrow provider, in compliance with the provisions of the Registry Agreement.
 - d. Additionally, Your Contact Information may be made available to ICANN for inspection.
- 7.2 The City of Paris will ensure the security and confidentiality of the Contact Information collected, and protect the latter from loss, misuse, unauthorized disclosure, alteration or destruction.
- 7.3 With respect to third-party individuals (such as administrative and technical contacts) whose Contact Information You may provide Us with (via Your Registrar), You warrant that You have informed them:
- a. of the intended uses and recipients of their Contact Information,
 - b. of the means allowing them to access and, if necessary, modify the Contact Information We hold about them via Your Registrar.

You also represent and guarantee that You have obtained from such third-party individuals the corresponding consent to process their personal data in accordance with this Registration Policy.

8. Registrant liability

You will hold the City of Paris harmless against any third-party claims, complaints, actions, and objections arising from or in connection with any .paris domain name rights, registrations, uses, or transfers of .paris domain names.

Consequently, You will be liable for the costs of any damages awarded against the City of Paris further to litigation, preliminary proceedings, or any other claims, including the costs incurred in defending its interests and counsel fees.

9. Policy modifications

We reserve the right to modify this Registration Policy at any time.

We will post any new versions of the Registration Policy on Our website, available at www.mondomaine.paris, at least thirty (30) calendar days before it becomes effective.

The new version will be immediately applicable to:

- i. every new domain name; or
- ii. to existing domain names as of their first renewal.

The enforceable version of the .paris Registration Policy is that available on Our website on the date of receipt by Our services of Your registration request.

10. Miscellaneous

10.1 Governing law and jurisdiction

This Registration Policy is governed by French law.

Any complaints that may arise from the interpretation or execution of this Policy shall be resolved by the competent authorities of the Courts of Paris.

10.2 Language

This Registration Policy was drafted in French and English.

In the event of any difficulty in interpreting the terms of this Policy, only the French version shall prevail between the parties.

11. Glossary

- ✓ **"Data escrow provider"**: refers to the data deposit agent that provides data escrow services described in Specification 5 of the Registry Agreement.
- ✓ **"Domain name"**: refers to a character string registered in the .paris top-level domain.
- ✓ **"RAA"**: refers to the 2013 Registrar Accreditation Agreement approved by the ICANN Board on 27 June 2013, which can be found at <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.pdf> or, if amended or superseded, the most current ICANN Registrar Accreditation Agreement.
- ✓ **"Registrar"**: refers to an organization accredited by ICANN and the Registry Operator to provide .paris domain name registration services.
- ✓ **"Registration Agreement"**: refers to the electronic or paper registration agreement that the Registrar must enter into with each Registrant, in compliance with Section 3.7.7 of the RAA.
- ✓ **"Registry Agreement"**: refers to the contract signed by the Registry and ICANN on 30 January 2014, and available at <http://www.icann.org/en/about/agreements/registries/paris>
- ✓ The **"Trademark Clearinghouse"** is a rights protection mechanism built by ICANN, consisting of a centralized database of verified trademarks, that is connected to each and every new gTLD that is launched and which provides the services described on <http://trademark-clearinghouse.com>.
- ✓ **"WHOIS" or "RDDS"** (Registration Data Directory Services): refers to all WHOIS services as defined in Specification 4 of the Registry Agreement.



.paris Launch Policy



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1. Acceptance of this Registration Policy

This Registration Policy sets forth the terms and conditions, which govern .paris domain name registrations during the launch period.

- 1.1 By applying to register .paris domain name during the launch period, You agree to be legally bound by:
 - a. This Launch Policy, as well as the .paris general Registration Policy hereby incorporated by reference;
 - b. The Registration Agreement provided by the sponsoring Accredited Registrar through which You applied for Your .paris domain name; and
 - c. Any other policies mandated by ICANN from time to time.
- 1.2 You hereby represent and warrant to Us that the statements that You made in Your Registration Agreement with the Accredited Registrar sponsoring Your .paris domain name are complete and accurate.
- 1.3 It is Your sole responsibility to determine whether Your .paris domain name registration and use complies with this Registration Policy.

2. Definitions

- 2.1 In this Registration Policy:
 - a. “**Accredited Registrar**” means an ICANN accredited registrar that has entered into an agreement (“the **Registry-Registrar Agreement**”) with the Registry Operator and is authorized to register names in the .paris TLD.
 - b. “**General Availability**” means the general registration period commencing after the launch phases during which available domain names ending with .paris will be generally made available to all registrants that are qualified to register domain names on a first-come, first-served basis, under the process described in the .paris general Registration Policy.



- c. **“.paris general Registration Policy”** and/or **“Registration Policy”** means the policy available at the Registry Operator’s website at www.bienvue.paris and hereby incorporated by reference, which governs the registration of .paris domain names.
- d. **“ICANN”** means the Internet Corporation for Assigned Names and Numbers.
- e. **“Registrant”**, **“You”** and **“Your”** refers to the individual or entity, which applies or wishes to register a .paris domain name with an Accredited Registrar.
- f. **“Registry Operator”**, **“We”**, **“Us”** and **“Our”** refers to the City of Paris, as entity responsible for operating the .paris TLD.
- g. **“Reserved Name”** means a .paris domain name listed in the Reserved Name List that is withheld from registration.
- h. **“TLD”** means Top-Level Domain.

3. General conditions and Launch overview

- 3.1 To register a .paris domain name during Launch, the application must comply with:
 - a. The specific eligibility requirements set forth in this Launch Policy for each launch category, as well as
 - b. The general eligibility requirements and terms of use set forth in the .paris Registration Policy, hereby incorporated by reference. Specifically, to register and renew a .paris domain name the Registration Policies require that You be an individual or legal entity with *bona fide* presence in the Greater area of Paris at the time of registration and thereafter. In practice, You must be able to demonstrate either:
 - i. That You are a resident of the Greater area of Paris; or
 - ii. That You pursue professional, personal, commercial or cultural activities in the Greater area of Paris; or



- iii. That You have any other direct or indirect nexus with the Greater area of Paris.

The .paris General Registration Policy will apply to all aspects of Your registration not specifically contemplated in this Launch Policy.

- 3.2 The Launch Phase for .paris will start on 9 September 2014 13:00 UTC and will end on 11 November 2014 13:00 UTC. During this single 63 calendar day period, five categories of applications will be accepted: four categories for registrants with prior rights, and one additional category for applications without prior rights (Landrush). Applications for **all these 5 categories will be accepted simultaneously** and will be **allocated at the end of this single 63 day Launch Phase** window according to the hierarchy of **priority status** of each category. Thus, each category will be completely allocated (i.e. accepted, rejected or sent to contention resolution) before any name on the next category is allocated. Each claim of priority will be individually and **thoroughly validated** by the Registry Operator. Self-declaration will not be sufficient. The categories are the following, according to priority status (from top-priority to lesser priority):

Category / Priority	*Length	Summary
1. Sunrise	9 Sep 2014 13:00 UTC 11 Nov 2014 13:00 UTC	End-date Sunrise for TMCH-validated trademarks. If there is more than one eligible application for the same name, the application based on a Local Trademark (i.e. a trademark with effect in France, including French trademarks, EU Community trademarks, and WIPO International trademarks registered in France) will have priority over applications based on non-Local Trademarks. If there is more than one eligible application for the same name applied by either: (i) different holders of Local Trademarks, or (ii) exclusively by holders of non-Local Trademarks, the application based on the oldest registered



		trademark will prevail.
2. Public Administration Limited Registration Period	9 Sep 2014 13:00 UTC 11 Nov 2014 13:00 UTC	<p>This Limited Registration Period allows relevant Public Authorities in the Greater area of Paris (Région Île-de-France) to register (i) their own names (including any variations and abbreviations thereof and other terms in common use to describe them); (ii) names of public services for which they have specific responsibilities; and (iii) geographical names for any subdivision of the Greater area of Paris (e.g. departments, districts, neighborhoods cantons, streets...), its monuments, symbols, local landmarks, or other locally-relevant and iconic names in the Greater area of Paris over which they are the relevant authority, including variations and abbreviations thereof.</p> <p>If there is more than one application for an identical domain name, the names applied for by the City of Paris will have priority over the names applied by other Public Authorities.</p> <p>If there is more than one application for the same name applied for by Public Authorities other than the City of Paris, the successful applicant will be determined by agreement between contenders; mediation or random selection (if all contenders agree); or auction, as a tie-breaker of last resort.</p>
3. Additional Trademarks and other French IP Rights Limited Registration Period	9 Sep 2014 13:00 UTC 11 Nov 2014 13:00 UTC	<p>Limited registration period for holders of (i) Local Trademarks (i.e. trademarks with effect in France, including French trademarks, EU Community trademarks, and WIPO International trademarks registered in France) not validated by the TMCH; and (ii) geographical indications recognized by International treaties, EU regulations or French legislation.</p> <p>If there is more than one eligible application for the same name, the application based on the oldest registered trademark or geographic indication will prevail.</p>
4. Other Prior Rights Limited Registration Period	9 Sep 2014 13:00 UTC 11 Nov 2014 13:00 UTC	<p>Limited registration period for holders of (i) corporate names, trade names and DBA names, including clear variations and/or abbreviations thereof, of corporations with legal seat or place of business in the Greater area of Paris (Région Île-de-France); and (ii) registered names, including clear variations and/or abbreviations thereof, of non-for-</p>



		<p>profit legal entities with legal seat or place of business in the Greater area of Paris (Région Île-de-France).</p> <p>If more than one applicant has submitted an application for the same name within this category, the successful applicant will be determined by auction.</p>
5. Landrush	<p>9 Sep 2014 13:00 UTC 11 Nov 2014 13:00 UTC</p>	<p>Period during which any interested party shall have the opportunity to submit one or more applications for .paris domain names that were not previously allocated under Categories 1 to 4 above, or otherwise reserved by the Registry Operator. If more than one applicant has submitted an application for the same name within this category, the successful applicant will be determined by auction.</p>
General Availability	<p>2 Dec 2014 13:00 UTC Ongoing</p>	<p>General registration period commencing after the launch phases during which available domain names ending with .paris can be registered by any natural person or entity on a first-come, first-served basis, under the process described in the .paris Registration Policy.</p>
Trademark Claims Notice Service	<p>Throughout Landrush and at least for the first 90 days of General Availability.</p>	<p>Period during which the Accredited Registrar is required to provide notice to all potential domain name registrants who attempt to register a domain name that matches a Trademark Record verified by the Trademark Clearinghouse ("Claims Notice") and the Trademark Clearinghouse will provide Notice of Registered Names to the trademark holders.</p>

***IMPORTANT:** The Registry Operator reserves the right to extend the schedule of any of the above launch categories at its sole discretion. In all cases Sunrise will last for a minimum of 60 days and the Trademark Claims Notice Service will be in effect for at least the duration of Landrush and the first 90 days of General Availability.

4. Priority 1 Category: End-Date Sunrise

4.1 Sunrise Eligibility and Name Selection Requirements

This category is for registered owners, licensees or assignees of trademarks verified by the Trademark Clearinghouse. This requirement is in addition to the local nexus (i.e. local presence) and other general requirements applicable to all .paris registrations, as set forth in the .paris Registration Policy.



4.2 Validation

The Registry Operator will only register the domain name applied for insofar and to the extent that:

- a. The domain name meets the general eligibility criteria set out in the .paris Registration Policy;
- b. The domain name corresponds exactly with a trademark validated, upon request of the applicant, by the Trademark Clearinghouse for Sunrise Services;
- c. a valid SMD file is submitted at the time of application;
- d. the application matches a label contained within the SMD file;
- e. the domain name is available.

No other requirements (e.g. trademark jurisdiction, trademark class or local presence) will apply.

4.3 Priority

Applications eligible under this Sunrise Period category will be allocated with priority over any other applications.

4.4 Contention Resolution within this category

If there is more than one eligible application for the same name, the following criteria will apply.

Applications based on Local Trademarks will have priority over applications based on non-Local Trademarks. In this Policy “**Local Trademarks**” means registered trademarks with effect in France and in force at the time of registration of the domain name; including the 3 following types of trademarks:

- a. **French trademarks** registered at the French trademark office (*Institut National de la Propriété Industrielle*, “**INPI**” <http://www.inpi.fr/l-inpi.html>);



- b. **EU Community Trademarks** registered at the Office for Harmonization of the Internal Market, “**OHIM**” <https://oami.europa.eu/ohimportal/en/trade-marks>, and
- c. **WIPO International trademarks designating and in force in France** according to the Madrid system (<http://www.wipo.int/romarin>).

If there is more than one eligible application for the same name applied by either: (i) different holders of Local Trademarks, or (ii) exclusively by holders of non-Local Trademarks, the application based on the oldest registered trademark will prevail. If the two conflicting trademarks were registered on the same day, the successful applicant will be determined by auction as mechanism of last resort.

No other contention resolution criteria (like allocation based on a first-come first served basis, or taking into account the class of goods and services of the Trademark Record) will apply.

4.5 Duration

This Sunrise Period will last sixty-three (63) calendar days and it will run in parallel with the rest of the Launch Phases.

4.6 Sunrise Dispute Resolution Policy

Allocations and rejections of domain names under this Sunrise Period category will be able to be challenged through the **Sunrise Dispute Resolution Policy** (“**SDRP**”) available on the Registry Operator’s website.

5. Priority 2 Category: Public Administrations Limited Registration Period

5.1 Eligibility

This category is for Public Authorities with competences over the Greater area of Paris (Région Île-de-France) only. Here, “**Public Authorities**” means international, national, regional, local and municipal authorities and other governmental departments; as well as other public institutions or appropriate entities under French law (like agencies,



consortiums, commissions, and other administrative divisions) of the Greater area of Paris (Région Île-de-France), or having competences over it.

5.2 Name Selection

Public Authorities referred to in 5.1 above may register the following names:

- i. Names of Public Authorities referred to in 5.1 above, including any clear variations and abbreviations thereof (e.g. acronyms) and other terms in common use to describe them (e.g. mairie.paris);
- ii. Names of public services for which Public Authorities referred to in 5.1 above have specific responsibilities. These would include at least the following services:
 - public order and public security
 - public affairs and institutional relations
 - public health
 - taxation, economic development and promotion
 - public utilities
 - transportation
 - urban planning and environmental protection
 - culture and education
 - citizen participation
 - tourism; or
- iii. Geographical names for any subdivision of the Greater area of Paris (e.g. departments, districts, neighborhoods cantons, streets...), its monuments, symbols, local landmarks, or other locally-relevant and iconic names in the Greater area of Paris over which the Public Authorities referred to in 5.1 above are the relevant authority according to French law, including variations and abbreviations thereof.

5.3 Contention Resolution within this category

If there is more than one application for the same name under this category, the names applied for by the City of Paris will have priority over the names applied by other Public Authorities (as defined in 5.1 above).



If there is more than one application for the same name applied for by Public Authorities other than the City of Paris, the following contention resolution processes will apply:

- i. agreement between contenders (withdrawal and refund of application);
- ii. mediation or random selection (if all contenders agree); and
- iii. auction, as a tie-breaker of last resort.

5.4 Priority

The eligible names under this category will be allocated with lesser priority than the Sunrise eligible names, but with priority over any registration in other Limited Registration Periods.

5.5 Duration

This Limited Registration Period will last sixty-three (63) calendar days and it will run in parallel with the rest of the Launch Phases, but extended seven days further than the other Launch categories.

5.6 Challenges to domain names allocated or rejected under this category

Allocations and rejections of domain names under this category will be able to be challenged through the Public Administrations Limited Registration Period Dispute Resolution Policy available at the Registry Operator's website. The said Dispute Resolution Policy describes the process and standards that will be applied to resolve challenges alleging that a domain name has been allocated or declined to be allocated in the TLD in violation of the Public Administration Limited Registration Period Eligibility and/or Name Selection Requirements set forth in 5.1 and 5.2 above.



6. Priority 3 Category: Additional Trademarks and other French IP rights Limited Registration Period

6.1 Eligibility and Name Selection Requirements

This category is for:

- a. Registered owners, licensees or assignees of any non-TMCH validated Local Trademark, including:
 - i. **French trademarks** registered at the French trademark office (*Institut National de la Propriété Industrielle*, “**INPI**” <http://www.inpi.fr/fr/l-inpi.html>);
 - ii. **EU Community Trademarks** registered at the Office for Harmonization of the Internal Market, “**OHIM**” <https://oami.europa.eu/ohimportal/en/trademarks>, and
 - iii. **WIPO International trademarks designating and in force in France** according to the Madrid system (<http://www.wipo.int/romarin>); and
- b. Owners of French Geographical Indications recognized by International treaties, EU regulations and French legislation.

The Registry Operator will only register the domain name applied for insofar and to the extent that the domain name (i) meets the general eligibility criteria set out in the .paris general Registration Policy, (ii) complies with the specific eligibility and name selection requirements set forth in this Clause 6.1; and (iii) it is available.

6.2 Priority

Applications eligible under this Limited Registration Period category will be allocated with less priority than Sunrise eligible applications and applications under the Public Administrations Limited Registration, but with priority over any other applications.



6.3 Contention Resolution within this category

If there is more than one eligible application for the same name, the application based on the oldest registered IP right (i.e. trademark or geographic indication) will prevail. If the two conflicting IP rights were registered on the same day, the successful applicant will be determined by auction as mechanism of last resort.

No other contention resolution criteria (like allocation based on a first-come first served basis, or taking into account the class of goods and services of the Trademark Record) will apply.

6.4 Duration

This Limited Registration Period will last sixty-three (63) calendar days and it will run in parallel with the rest of the Launch Phases.

6.5 Challenges to domain names allocated or rejected under this category

Allocations and rejections of domain names under this category may be challenged through the Additional Trademarks and other French IP Rights **Limited Registration Period Dispute Resolution Policy** established by the Registry Policy, available at the Registry Operator's webpage.

7. Priority 4 Category: Other Rights Limited Registration Period

7.1 Eligibility and Name Selection Requirements

This category is for:

- i. Corporations with legal seat or place of business in the Greater area of Paris (Région Île-de-France) for their corporate names, trade names and DBA names, including variations and/or abbreviations thereof; and
- ii. Non-for-profit legal entities with legal seat or place of business in the Greater area of Paris (Région Île-de-France) for their registered names, including variations and/or abbreviations thereof.



The Registry Operator will only register the domain name applied for insofar and to the extent that the domain name (i) meets the general eligibility criteria set out in the .paris general Registration Policy, (ii) complies with the specific eligibility and name selection requirements set forth in this Clause 7.1; and (iii) it is available.

7.2 Contention resolution via Auction

Should there be more than one eligible application for the same domain in this category, the contention will be solved through an auction process. No other contention resolution criteria will apply.

7.3 Priority

Applications eligible under this category will be allocated with priority over eligible landrush applications.

7.4 Challenges to domain names allocated or rejected under this category

Allocations and rejections of domain names under this category may be challenged through the Other Rights Limited Registration Period Dispute Resolution Policy established by the Registry Policy, available at the Registry Operator's webpage.

8. [Category 5: Landrush \(names without priority rights\)](#)

8.1 Eligibility and Name Selection

During Landrush, any interested party may submit one or more applications for any domain name that (i) meets the general eligibility criteria set out in the .paris general Registration Policy and that (ii) has not been reserved, registered or awarded by the Registry Operator in the context of any other Launch categories.

8.2 Contention resolution within this category

Should there be more than one eligible application for the same domain in this category the contention will be solved through an auction process.



No other contention resolution criteria (like allocation based on a first-come first served basis) will apply.

8.3 Priority

Applications eligible under this category will be allocated with priority over eligible applications received during General Availability.

9. Compliance with Eligibility and Name Selection requirements

The Registry Operator may reject, revoke or delete at any time any application or resulting registration of a domain name if it appears that the applicant did not fulfill any of the eligibility and/or name selection requirements required for each of the above categories, without the applicant or registrant being entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.