ANNEX .STORAGE - SPECIAL CONDITIONS FOR THE .STORAGE TLD
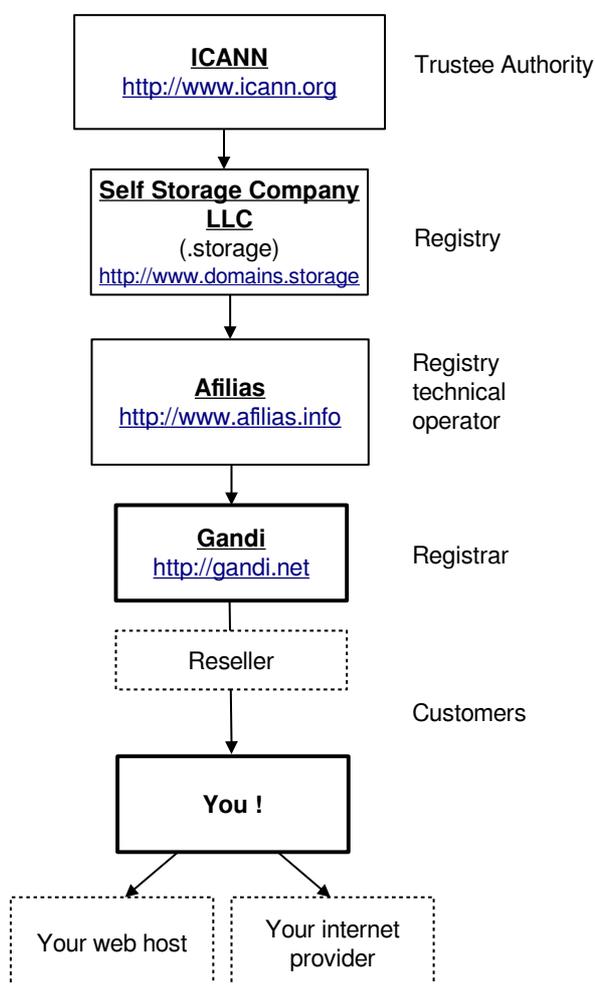
version 1.0 – July the 5th, 2016

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

.STORAGE is a generic Top-Level-Domain (gTLD). The mission and purpose of the .STORAGE is to create a safe, secure and stable domain space for use primarily by approved individuals and/or companies within or associated with the various industries that provide, utilize, or bear a cognizable connection to storage products and/or services. The following diagram presents the various parties involved for the .STORAGE TLD:

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

Section .STORAGE.2. Registration terms and conditions

When You apply to register a .STORAGE 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 .STORAGE domain names, as defined by

ICANN and Self Storage Company LLC and which may be viewed at the following pages:

- Registry rules:
  http://www.domains.storage/wp-content/uploads/2016/06/Registry-Policies-Launch-Plan-.STORAGE-v1.4.pdf
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

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

Notwithstanding anything in the present contract to the contrary, the Registry is and shall be an intended third party beneficiary of the present contract. As such the parties to the present contract acknowledge and agree that the third party beneficiary rights of the Registry have vested and that the Registry has relied on its third party beneficiary rights under the accreditation contract between Gandi and the Registry for .STORAGE. Additionally, the third party beneficiary rights of the Registry shall survive any termination of the present contract.

Section .STORAGE.3. Launch rules

The .STORAGE domain name launch will occur in 3 phases: Sunrise, Limited registration period and general opening.

The Sunrise phase will run from July 5th 2016 to August 30th 2016 and the limited registration period from September 6th 2016 to January 3rd 2017. General opening is scheduled for January 10th 2017. 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 .STORAGE.4. Special requirements

.STORAGE special requirements are available at:
http://www.gandi.net/domain/storage/info

Eligibility conditions

.STORAGE domain names are open to persons in the storage industry: physical storage (self storage, portable storage, vehicle storage ...) digital storage, data storage.

To be eligible to the registration of a .STORAGE You have to meet

and comply with the following conditions :

• Own, be connected to, associated with, or affiliated with a physical, self-storage, digital, data, or energy storage-related company, or have a meaningful nexus (as determined by the Registry in its sole discretion) with the storage industry, and
• Possess a bona fide intention to use the domain name in supporting the mission and purpose of the .STORAGE, and
• Be classified within one or more of the following categories:
  - Self-Storage Companies which own or operate at least one self-storage storage facility, as verified by the Registry in its sole discretion
  - Companies which own, operate or are affiliated with physical, food, data, digital, energy, or a non-self-storage storage service, product or offering, as verified by the Registry in its sole discretion
  - Affiliates of the Storage Industry: Companies affiliated with a storage-related company, as verified by the Registry in its sole discretion
  - Other Qualified and Verified Individuals and Companies: persons who do not fall under one of the classes above, but agree to abide by the rules applicable to .STORAGE, can demonstrate a nexus to a storage industry upon request of the Registry, and will use the name in a manner likely to enhance the .STORAGE and otherwise positively promote the viewpoint as well as the mission and purpose of the .STORAGE.

Name selection

A clear and logical nexus between the activities of the domain name holder, the storage industry and the domain name must exist.

Verification procedure

The Registry, in its sole discretion, may impose proactive and retroactive verification procedures to ensure that registrants/holders comply with all .STORAGE registration, eligibility and name selection requirements, as well as the rules enacted by the Registry.

The Registry reserves the right in its sole discretion to deny, suspend, transfer to a third party and/or cancel at any time any domain name found to be in violation of Registry rules, any applicable law, rule or regulation and/or identified as not bearing a sufficient nexus to the storage industry.

You acknowledge and agree that You will not be entitled to receive any refund in case of rejection, revocation, suspension or deletion of Your domain name.

Section .STORAGE.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

Domain names are allocated under the "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://www.domains.storage/wp-content/uploads/2016/06/Registry-Policies-Launch-Plan-.STORAGE-v1.4.pdf (6. Sunrise Dispute Resolution Policy)

5.4. Refund Conditions

If the domain name is granted to a third party, You can be refund subject to full reimbursement by the Registry.

Section .STORAGE.6. Limited Registration Period (Landrush)

6.1. Eligibility rules and verification procedure

Storage companies eligible to the registration of a .STORAGE (as described in article 3 of the present contract) may request the registration of a domain name that corresponds to their company names, trade names, trademarks, service marks or service and product names. The Registry reserves the right to approve additional domain name requests that may fall outside of the criteria listed above in its sole discretion.

Your registration request must be completed by the following information and documents:

• Your eligibility type:
  - Self-Storage Company
  - Data/Cloud Storage Company
  - Energy Storage Company
  - Food Storage Company
  - Other Type of Storage Company (a description is required)
  - Affiliate of Storage Industry (a description is required),
• full name, corporate address, primary phone, primary email and primary website of the company,
• name of a contact at the company, ans its address, phone and email,
• brief company description and explanation of company's

connection to the storage industry,
- proof of the company rights (certificate of registration of the company, of its trade name or its trademark...) to the name requested,
- for Self-Storage Companies only: list of countries the company operates in, list of US States the company operates in, number of owned/operated storage properties, number of total units under ownership/management, and Self Storage Association (SSA) membership information.

Once Your registration request made on Our interface, Gandi will send You an email that specifies the detail of information and documents required (in case of a pre-registrations, the email will be sent to You before the beginning of the period). Your registration request will be sent to the Registry only when You have provided the additional information and documents required. Gandi will not proceed to the verification of this information that will be verified directly by the Registry within 20 days after Your registration request has been sent to the Registry. During this time frame the domain name will be registered but inactive.

After the verification procedure :

- if the Registry considers that You are eligible to the registration of the requested domain name, the domain name will be activate,
- if the Registry considers that You are not eligible, the domain name will be deleted.

6.2 Allocation rules

Domain names are allocated under the "first come first served" basis.

6.3. Refund Conditions

If Your registration request is rejected by the Registry only a partial refund will be possible, the application fees are not refunded by the Registry.

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

In accordance with ICANN rules, during the limited registration period and the general opening, a "Trademark Claim Notice" period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the "labels" generated), You will receive a warning notice ("Trademark Claim Notice") in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be sent to the Registry.

If You confirm Your registration request, 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 .STORAGE.8. Reserved names and premium domain names

Some words are reserved or prohibited:

- reserved names:
  http://www.domains.storage/wp-content/uploads/2016/06/Registry-Policies-Launch-Plan-.STORAGE-v1.4.pdf (7. Reserved Names Policy)
- ICANN reserved names:
  http://www.icann.org/en/about/agreements/registries/storage (specification 5. schedule of reserved names)
- domain names that are likely to deceive, disparage or cause a material detriment to the .STORAGE TLD, its community, its customers or Internet users, as determined by the Registry in its sole discretion, are explicitly prohibited,
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

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 .STORAGE.9. Registration term

The registration term is 1 year for requests made during the Sunrise and limited registration periods, 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 .STORAGE.10. Pricing

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

"Premium" domain names are subject to specific prices as specified on Our interface during Your registration request.

Section .STORAGE.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 consent to the collection, use, copying, distribution, publication in particular in the Whois database, modification and other processing of the Your personal data by the Registry and its designees and agents in a manner consistent with the Registry activities, current ICANN policies, and with relevant mandatory local data protection, laws and privacy.

Section .STORAGE.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 .STORAGE 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

In addition You agree to submit to proceedings commenced under other dispute policies as set forth by the Registry from time to time in the Registry policies, including but not limited to processes for suspension of a domain name by intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .STORAGE TLD.

Section .STORAGE.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 .STORAGE.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 .STORAGE.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 .STORAGE.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.

In any case, You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

You commit Yourself to indemnify, defend and hold harmless the Registry, and its subcontractors, 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 the registration and/or the use of Your domain name. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

Section .STORAGE.17. Exclusion of liability and actions of the Registry

You acknowledge and agree that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on "lock", "hold", suspension or similar status, that it deems necessary, in its discretion:

• to protect the integrity and stability of the Registry and of the domain names system,
• to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process,
• to comply with any applicable Registry policies and ICANN rules or regulations, including without limitation, the Registry agreement,
• to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees
• per the terms of the present contract,
• to correct mistakes made by the registry or any Registrar in connection with a domain name registration.

The Registry also reserves the right to place upon "lock", "hold" or similar status a domain name during resolution of a dispute.

You acknowledge and agree that the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the launch phases, including, without limitation:
• the ability or inability of a person to obtain a domain name during these periods, and
• the results of any dispute over a Sunrise registration.

- end of annex .STORAGE-