ANNEX .STORAGE - SPECIAL CONDITIONS FOR THE .STORAGE TLD
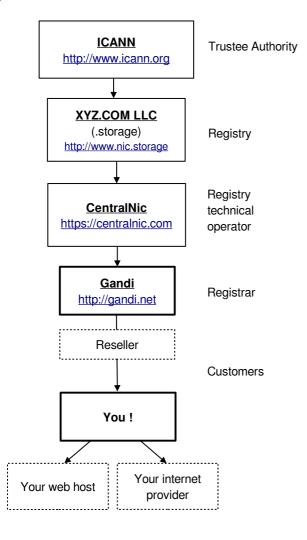
version 2.1 – September 15th, 2017

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.

Section .STORAGE.1. Trustee authority and Registry

.STORAGE is a generic Top-Level-Domain (gTLD). 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, XYZ.COM LLC and CentralNic and which may be viewed at the following pages:

Rules established by the Registry:
• Launch Policies:
  http://nic.storage/files/storage-launch-policies.pdf?v=1.01

• Domain Name Policies:
  http://nic.storage/files/XYZ-registry-domain-name-policies.pdf?v=2.0
• Privacy Policy:
  http://nic.storage/privacy

Rules established by CentralNic:
• Terms and Conditions:
  https://www.centralnic.com/support/terms/domains
• Privacy Policy:
  https://www.centralnic.com/pdfs/Privacy%20Policy%20v1.0.pdf
• Phishing and Abuse Policies:
  https://www.centralnic.com/support/abuse

Rules established by ICANN:
• ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .STORAGE Registry and CentralNic. 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 initial launch has previously occurred with a Sunrise period from July 5th 2016 to August 30th 2016 and a Limited Registration period from September 6th 2016 to January 3rd 2017.

The new .STORAGE domain name launch will occur in 3 phases: Landrush, Early Access and general opening.

The landrush phase will run from November 7th 2017 to November 28th 2017 and the Early access period from November 28th 2017 to December 5th 2017. General opening is scheduled for December 5th 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

.STORAGE domain names are open to anyone.

Section .STORAGE.5. Landrush

The Landrush period is open to anyone.

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

Section .STORAGE.6. Early Access period

It is a 7 days period, open to anyone, during which the registration of domain names is subject to additional costs decreasing over time.

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

Registrations during this period are not available on Our website, please contact Our customer service department.

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

In accordance with ICANN rules, during the Landrush period, the Early Access period and at least 90 days of 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

Some words are reserved or prohibited:

- reserved names:
  http://nic.storage/files/XYZ-registry-domain-name-policies.pdf?

v=2.0 (3.4 Availability of Domain Names)
- ICANN reserved names:
  http://www.icann.org/en/about/agreements/registries/storage (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.

Section .STORAGE.9. Registration term

The registration term is 1 year for requests made during the Landrush and Early Access 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

Early Access pricing will be communicated by Our customer service department upon request.

"Premium" domain names are subject to specific prices as displayed on Our interface during Your order.

You expressly agreed that non-standard domain names have non-uniform registration and renewal pricing such that the fee for a domain name registration and/or renewal may differ from other domain names.

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 CentralNic, and their designees and agents in a manner consistent with the Registry activities including data escrow requirements as determined by ICANN.

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:

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.

You agree to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.

If You are collecting and maintaining sensitive health and financial data, You must comply with applicable laws on the provision of such services and including security measures applicable to that sector.

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, CentralNic and their 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 the registration 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 law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider,
- to avoid any civil or criminal liability on the part of the Registry and CentralNic as well as their affiliates, subsidiaries, officers, directors and employees,
- per the term of the present agreement,
- 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 registration.

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